



This is Affidavit #2 of
Susan Danielisz in this case and
was made on February 11, 2025

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, GOLDEN VERTEX CORP.,
and GOLDEN VERTEX (IDAHO) CORP.

PETITIONERS

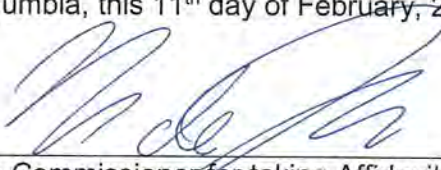
A F F I D A V I T

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

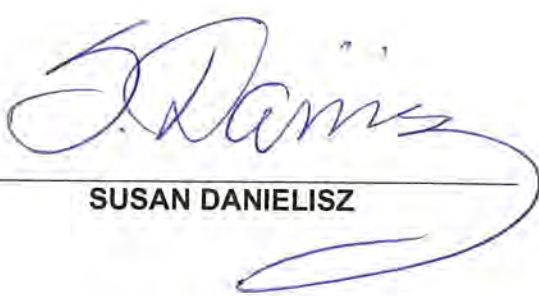
1. I am a paralegal at McCarthy Tétrault LLP ("**McCarthy**"), counsel for the Patriot Gold Corp., and as such, I have personal knowledge of the facts hereinafter deposed to except where stated to be on information and belief, in which case I verily believe them to be true.
2. Attached to this Affidavit and marked as indicated are true copies of the following:
 - (a) **Exhibit "A"** – Motion For Recognition and Enforcement of Canadian Sale and Distribution Order filed by KSV Restructuring Inc. (the "**Monitor**") on December 5, 2024 in United States Bankruptcy Court for the District of Arizona, Case No. 2:24-bk-06359-EPB ("**Case No. 2:24-bk-06359-EPB**") (Docket 110).
 - (b) **Exhibit "B"** – Notice of Lodging Order Recognizing and Enforcing Canadian Sale and Distribution Orders filed by the Monitor on December 24, 2024 in Case No. 2:24-bk-06359-EPB (Docket 142).

- (c) **Exhibit "C"** – Patriot Gold Corporation’s and Nomad Royalty Company’s Joint:
 - (A) Notice of Lodging Proposed Order Recognizing Canadian Sale Order; and
 - (B) Objection to Alternative Proposed Order Lodged by the Monitor, filed on December 26, 2024 in Case No. 2:24-bk-06359-EPB (Docket 143).
- (d) **Exhibit "D"** – Objection to PN Form of Canadian Sale and Distribution Orders filed by the Monitor on December 28, 2024 in Case No. 2:24-bk-06359-EPB (Docket 146).
- (e) **Exhibit "E"** – Notice of Lodging Order Recognizing and Enforcing Canadian Sale and Distribution Orders filed by the Monitor on December 28, 2024 in Case No. 2:24-bk-06359-EPB (Docket 147).
- (f) **Exhibit "F"** – Joint Objection to Revised Proposed Order Lodged by Monitor Recognizing Canadian Sale Order filed by Patriot Gold Corporation and Nomad Royalty Company on December 30, 2024 in Case No. 2:24-bk-06359-EPB (Docket 149).
- (g) **Exhibit "G"** – Order Recognizing and Enforcing Canadian Sale Order and Distribution Order as Amended by the Court filed on December 30, 2024 in Case No. 2:24-bk-06359-EPB (Docket 153).

SWORN BEFORE ME at the City of Vancouver, in the Province of British Columbia, this 11th day of February, 2025.



A Commissioner for taking Affidavits for British Columbia



SUSAN DANIELISZ

MICHELLE de HAAS
Barrister & Solicitor
McCarthy Tétrault LLP
SUITE 2400 - 745 THURLOW STREET
VANCOUVER, B.C. V6E 0C5
DIRECT 604-643-7109

This is **Exhibit "A"** referred to in **Affidavit #2** of **Susan Danielisz**, sworn before me at Vancouver, British Columbia, this 11th day of February, 2025.



A Commissioner for taking Affidavits
for British Columbia

1 Lewis Roca Rothgerber Christie LLP
One South Church Avenue, Suite 2000
Tucson, AZ 85701-1611

2
3 **Robert M. Charles, Jr.** (State Bar No. 07359)
Direct Dial: 520.629.4427
Direct Fax: 520.622.3088
Email: RCharles@lewisroca.com

4 **Ken Coleman** (*pro hac vice*)
2628 Broadway
New York, NY 10025
Tel. (646) 662-0138
Email: ken@kencoleman.us

6 *Attorneys for KSV Restructuring Inc., as Monitor and Foreign Representative*

7 UNITED STATES BANKRUPTCY COURT
8 DISTRICT OF ARIZONA

<p>9 In re:</p> <p>10 Elevation Gold Mining Corporation, <i>et al.</i></p> <p>11 Debtor in a Foreign Proceeding.</p>	<p>Chapter 15</p> <p>Case No. 2:24-bk-06359-EPB</p> <p>(Jointly Administered)</p> <p>Motion For Recognition and Enforcement of Canadian Sale and Distribution Order</p>
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15 KSV Restructuring Inc. is the court-appointed monitor (the “**Monitor**”) of Elevation Gold
16 Mining Corporation (“**Elevation Gold**”) and its affiliates (collectively, “**Group**”) in proceedings
17 before the Supreme Court of British Columbia, Vancouver Registry (the “**Canadian Court**”),
18 under Canada’s *Companies’ Creditors Arrangement Act* (the “**Canadian Proceeding**”).

19 The Monitor, as the authorized foreign representative of the Canadian Proceeding,
20 commenced these Chapter 15 cases on August 2, 2024, by filing official form petitions and
21 *Verified Petition for Recognition of Foreign Proceeding and Related Relief* (collectively, the
22 “**Chapter 15 Petition**”), with accompanying documentation, pursuant to §§ 1504 and 1515 of
23 title 11 of the United States Code (the “**Bankruptcy Code**”).¹ Following a hearing before this
24 Court on August 27, 2024, an order was entered on September 16, 2024 [DE 49], granting the
25 Chapter 15 Petition, recognizing the Canadian Proceeding as a foreign main proceeding and
26

27
28 ¹ All citations to “§ __” are to the Bankruptcy Code unless otherwise indicated.

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Tucson, AZ 85701-1611



1 giving full force and effect in the United States to the Canadian Court's Initial Order dated
2 August 1, 2024 and the Amended and Restated Initial Order dated August 12, 2024.

3 A hearing is scheduled for December 17, 2024, for the Canadian Court to consider the
4 Group's application for an Approval and Vesting Order (the "**Sale Order**") approving a
5 Purchase Agreement dated December 2, 2024 (the "**Sale Agreement**"), between Elevation
6 Gold as seller, and EG Acquisition LLC as purchaser (the "**Purchaser**"). The proposed Sale
7 Order is annexed as Exhibit A, a copy of the Sale Agreement (redacted for purchase price,
8 deposit and post-closing purchase price adjustments) is annexed as Exhibit B, the Monitor's
9 Fourth Report dated December 3, 2024 recommending approval of the sale is annexed as
10 Exhibit C (the "**Fourth Report**"), and the Sixth Affidavit of Tim Swendseid sworn to
11 December 3, 2024, submitted in support of the Group's Application is annexed as Exhibit D
12 (the "**Sixth Swendseid Affidavit**").

13 The principal assets to be transferred to the Purchaser pursuant to the Sale Agreement
14 are the share certificates owned by Elevation Gold which represent 100% of the equity interest
15 in Golden Vertex Corp. ("**GVC**"). The shares are property of the Canadian parent company,
16 and they are held in Canada by Maverix Metals Inc. ("**Maverix**") pursuant to a pledge
17 agreement which secures repayment of Maverix's claims of approximately \$32 million. The
18 only other property to be transferred pursuant to the Sale Agreement are Elevation Gold's
19 rights under a month-to-month lease of a storage facility in British Columbia, which is
20 described in Schedule 2.1.1(c) of the Sale Agreement, and books, records and information
21 associated with GVC's business² (together with the GVC shares, the "**Purchased Assets**").

22 The proposed Sale Order provides for the transfer of the Purchased Assets free and
23 clear of all claims and liens which will attach to the net proceeds of the sale. The Group's
24 application requests additional relief including authorizing the Monitor to distribute the
25 proceeds after a 30-day hold period and provision for any claims alleged to be senior to
26 _____

27 ² Books and records are in Canada and the United States. They have no value independent of the
28 business.

1 Maverix Metals Inc. (“**Maverix**”) in notices received by the Monitor during the hold back
2 period.

3 The Monitor will proceed with this motion if the Canadian Court grants the application
4 and issues the Sale Order. The Monitor proposes to proceed in this manner due to the Group’s
5 liquidity constraints which have been raised on the record in this Court, most recently at a
6 hearing on November 22, 2024. Both the Group and the Monitor are concerned that the
7 Group’s business and the proposed transaction with the Purchaser are at risk if the Chapter 15
8 cases continue their current litigation path. At the November 22 hearing this Court noted that
9 a litigated resolution may not be reached in the time contemplated by the Sale Agreement. As
10 a result, Elevation Gold, with INFOR and the Monitor’s assistance, renegotiated the Sale
11 Agreement to allow for a prompt closing at a reduced purchase price while the litigation
12 continues.

13 Under the revised Sale Agreement, GVC’s agreements with Patriot Gold Corp.
14 (“**Patriot**”) and Nomad Royalty Company Limited (“**Nomad**”) will not be affected by the
15 transaction and will remain with GVC. The nature and extent of the rights and obligations
16 created by these two agreements will be the subject of further proceedings before this Court
17 following the closing of the transaction. The purchase price may be increased depending on
18 resolution of the issues relating to the agreements. GVC’s ownership of the Moss Mine and
19 the assets used in its business will not be affected, and GVC will retain the licenses and
20 permits necessary to operate the business, all as more particularly described in the Sale
21 Agreement and the Fourth Report (the “**GVC Retained Assets**”). In addition to the Patriot
22 and Nomad agreements, GVC will also retain liability for mineral tenures, accounts payable,
23 environmental liabilities, retained employees and other liabilities listed in section 2.1.3 of the
24 Sale Agreement (the “**GVC Retained Liabilities**”).

25 GVC’s cash, bank deposits and balances, accounts receivable and other assets
26 described in section 1.1(oo) of the Sale Agreement (the “**Residual Assets**”) will be transferred
27 to Elevation Gold. The Residual Assets are subject to Maverix’s liens which will continue
28 post-closing along with any other liens and encumbrances that existed as of the closing. All

1 liabilities of GVC other than the Retained Liabilities will be assumed by Elevation Gold.
2 These are described in section 2.1.4 of the Sale Agreement (the “**Residual Liabilities**”) and
3 are composed primarily of obligations to Maverix and pursuant to a Finder’s Fee Agreement
4 described in Schedule 1.1(qqq) to the Sale Agreement which was settled. Elevation Gold will
5 be solely responsible for the payment and performance of the Residual Liabilities and GVC
6 will have no liability for them after the closing.

7 In support of this Motion, the Monitor respectfully states:

8 JURISDICTION AND VENUE

9 This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334,
10 § 1501, and General Order 01-15 of the United States District Court for this District. This is a
11 core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P) and the Monitor consents to this Court’s
12 entry of a final order. Venue is proper in this District pursuant to 28 U.S.C. § 1410. The statutory
13 predicates for the relief requested herein are §§ 1507 and 1521.

14 BACKGROUND

15 1. For a detailed description of the Group’s business, corporate organization,
16 capital structure, and circumstances leading to the commencement of the Canadian Proceeding,
17 the Court is respectfully referred to the Chapter 15 Petition and the supporting affidavit and
18 Monitor’s report filed with the petition. The Monitor supports the Application for the reasons
19 discussed in the Fourth Report annexed as Exhibit C.

20 2. The Group’s commencement of the Canadian Proceeding was driven in large
21 part by continuing losses, significant capital investments, loss of production capacity and an
22 enforcement action commenced by Patriot in Maricopa County seeking the appointment of a
23 receiver.

24 3. The Group is in default under agreements with Maverix which is owed
25 approximately \$32 million and holds a senior security interest in substantially all assets of the
26 Group, including the shares of GVC owned by Elevation Gold.

27 4. The Group has explored a wide range of potential solutions to its financial
28 distress for more than two years. In June 2022, Elevation retained an investment banking firm

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1 to conduct a strategic process which was not successful. In August 2023, the Group engaged
 2 INFOR Financial Inc. (“INFOR”), a Toronto-based investment bank, to assist the Group in a
 3 sale and investment solicitation process (the “**Pre-Filing SISP**”). During that time INFOR
 4 identified approximately 40 potential purchasers and investors which was narrowed to 36.
 5 Fourteen of those potential purchasers entered into confidentiality agreements to perform due
 6 diligence.

7 5. As the Group’s liquidity deteriorated, it became clear that formal insolvency
 8 proceedings were necessary to preserve the value of the business. On July 30, 2024, a petition
 9 under the CCAA was filed and on August 1, 2014, the Canadian Court issued its Initial Order.
 10 The primary purpose of the Canadian Proceeding was to create a stabilized environment to
 11 continue the efforts to sell the business. On August 12, 2024, the Canadian Court issued an
 12 Order (the “**Sale Process Order**”) approving a continuation of the Pre-Filing SISP (the
 13 “**SISP**”), a copy of which was filed in these cases at Dkt. 34, Exhibit F. The Group received
 14 multiple non-binding letters of intent as of the September 13, 2024, deadline for non-binding
 15 letters of intent under the SISP. Phase II of the SISP began shortly thereafter, and concluded
 16 on or about October 18, 2024, being the deadline for submitting binding bids for the business
 17 and assets of the Group. The Purchaser submitted the highest and best offer for the Group’s
 18 business as determined by the Group, INFOR and the Monitor.

THE SALE ORDER

19
 20 6. In its Sale Order, the Canadian Court authorized Elevation Gold to execute and
 21 perform the Sale Agreement. A copy of the Sale Agreement (redacted for purchase price,
 22 deposit and post-closing purchase price adjustments) is annexed as Exhibit B. The key terms
 23 of the agreement can be summarized as follows:³

24
 25
 26
 27 ³ All capitalized terms not defined herein have the meanings ascribed to them in the Sale
 28 Agreement. The Monitor has filed a motion for leave to file the Sale Agreement under seal
 without redactions.

One South Church Avenue, Suite 2000
Tucson, AZ 85701-1611



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Transaction Structure:	Pursuant to the terms of the Sale Order, on Closing the Purchaser shall acquire from Elevation Gold the Purchased Assets, comprising: (a) all issued and outstanding shares in the capital of GVC; (b) the Business Information of Elevation Gold; and (c) the assets of Elevation Gold specifically listed in Schedule 2.1.1(c) of the Sale Agreement.
Consideration:	The Purchaser will pay a base purchase price for the Purchased Assets, which is subject to upward adjustment if the Determination Order is granted in respect of the agreements with Patriot and Nomad.
Retained Assets and Liabilities	At Closing, GVC shall retain the GVC Retained Assets and the GVC Retained Liabilities.
Residual Assets and Liabilities:	On Closing, the GVC Residual Liabilities and GVC Residual Assets shall be assigned to and vest in Elevation Gold and Elevation Gold shall assume and be responsible for or obligated to pay, perform or otherwise discharge the GVC Residual Liabilities and any Liens related thereto. As of the Closing Date, GVC shall cease to be responsible for or obligated to pay, perform or otherwise discharge, and the Purchaser shall not assume, any of the GVC Residual Liabilities.
Discharged Claims and Liabilities:	The Sale Order will, among other things: vest the Purchased Assets in the Purchaser free and clear of all Claims and Liens; vest the GVC Residual Liabilities and the GVC Residual Assets in Elevation Gold and permanently enjoin and restrain all Persons from taking any action against GVC in respect of any of the GVC Residual Liabilities and the GVC Residual Assets from and after the Closing Date; and discharge and expunge all Liens on any of the GVC Retained Assets, other than Liens in connection with the GVC Retained Liabilities.

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Conditions Precedent:	<p>The Sale Order and the Sale Recognition Order of this Court shall have been entered, in form and substance acceptable to the Purchaser and the Elevation Gold and shall have become Final Orders.</p> <p>The reclamation bond from Trisura Specialty Insurance Company must remain in full force and effect upon the change of control of GVC upon closing.⁴</p> <p>Elevation Gold shall have received the TSXV's approval of the sale of the Purchased Assets.</p>
Outside Closing Date:	December 31, 2024.

7. As explained in the Monitor's Fourth Report annexed as Exhibit C, the Monitor has obtained opinions of its Canadian and United States counsel that Maverix has a valid and enforceable security interest in the Purchased Assets to be transferred by Elevation Gold to the Purchaser. The Sale Order provides for a distribution of the proceeds of the sale to Maverix after a 30-day hold back period, provided that no party objects to the distribution in a written notice to the Monitor. The GVC share certificates are not assets within the territorial jurisdiction of the United States and the proceeds thereof will be held in and ultimately distributed from Canada.

8. The Sale Order provides releases for the Monitor and INFOR, and their respective directors, officers, employees, attorneys and advisors, and the Group's directors, officers, employees, attorneys and advisors, for claims relating to the commencement and conduct of the Canadian Proceeding and these proceedings, the SISP and the Pre-Filing SISP and the transactions pursuant to the Sale Agreement, except for claims relating to gross negligence or willful misconduct and, in the case of the Group's directors and officers, claims that cannot be released as provided in section 5.1(2) of the CCAA.

⁴ The Monitor understands this condition will be satisfied before Closing under the Sale Agreement.

1 **REQUEST FOR RELIEF**

2 9. By this Motion, the Monitor seeks the entry of an order giving effect to the Sale
3 Order in the United States and granting such other and further relief as the Court finds
4 appropriate under the circumstances.

5 **BASIS FOR RELIEF**

6 10. Section 1521 provides that following recognition of a foreign proceeding
7 “where necessary to effectuate the purposes of this chapter and to protect the assets of the
8 debtor or the interests of creditors” the Court may grant a foreign representative broad relief.
9 Section 1507 authorizes the Court to provide additional relief “consistent with the principles of
10 comity” provided such relief reasonably assures (a) the “just treatment” of creditors, (b)
11 protection of United States creditors in any claims resolution process, (c) prevention of
12 preferential or fraudulent dispositions of property and (d) a distribution of proceeds of the
13 debtor’s property substantially in accordance with the Bankruptcy Code.

14 11. Each of the considerations in § 1507 is satisfied here since all creditors will be
15 treated in accordance with the relative priority of their claims. The disputes involving Patriot
16 and Nomad will be resolved post-closing in this Court. Normal trading relationships between
17 GVC and its trade creditors will not be affected and will continue to accrue and be paid in the
18 ordinary course of business.

19 12. To the extent GVC’s transfer of the Residual Assets to Elevation Gold is a “use
20 or sale” of GVC’s property, § 1520 (a)(1) provides the authority to approve that transfer by
21 making § 363 applicable to these cases as foreign main proceedings. The Residual Assets are
22 cash, bank deposits and balances, receivables and other assets described in the Sale Agreement
23 at section 1.1(oo). All liens, claims and encumbrances associated with those assets will be
24 retained in the same order of priority that existed prior to closing. Likewise, all liens, claims
25 and encumbrances associated with the Purchased Assets will attach to the proceeds of the sale.
26 Maverix as the senior secured lender has consented to the transactions contemplated by the
27 Sale Agreement.
28

1 13. The Sale Agreement is the result of comprehensive marketing efforts undertaken
 2 by the Group with INFOR's assistance and under the Monitor's supervision. The transaction
 3 under the Sale Agreement is the highest and best offer for the Group's assets and business. It
 4 provides for a going-concern sale of the business which preserves employment at the Moss
 5 Mine and the businesses of suppliers of materials and services to the Moss Mine. The
 6 transaction is structured to preserve mineral tenures, licenses and permits. No alternative form
 7 of transaction is available without significant cost, delay and completion risk which the
 8 Purchaser is unwilling to incur. And no other transaction would produce a more favorable
 9 result for stakeholders. *See* Fourth Report (Exhibit C) at §§ 3.4 and 3.5; Sixth Swendseid
 10 Affidavit (Exhibit D) at ¶¶ 25-38.

11 14. The purposes of Chapter 15 as set forth in § 1501(a) would be served by giving
 12 effect to the Sale Order. It would further the objectives of cooperation between United States
 13 and foreign courts, the fair and efficient administration of cross-border insolvencies, the
 14 maximization of value and the best interests of creditors.

15 15. The Monitor requests that this Court assist the Canadian Court as it has
 16 requested in the Sale Order at ¶21:

17 THIS COURT HEREBY REQUESTS the aid and recognition of other Canadian
 18 and foreign courts, tribunals, and regulatory or administrative bodies having
 19 jurisdiction in Canada or in the United States of America, including the United
 20 States Bankruptcy Court for the District of Arizona overseeing the Petitioners'
 21 proceedings under Chapter 15 jointly administered in Case No. 2:24-bk-06359
 22 or in any other foreign jurisdiction, to give effect to this Order and to assist the
 23 Petitioners, the Monitor, and their respective agents in carrying out the terms of
 24 this Order. All courts, tribunals, regulatory and administrative bodies are hereby
 25 respectfully requested to make such orders and to provide such assistance to the
 26 Petitioners and to the Monitor, as an officer of this Court, as may be necessary
 27 or desirable to give effect to this Order, or to assist the Petitioners and the
 28 Monitor and their respective agents in carrying out the terms of this Order.

24 16. Section 1525(a) provides that "consistent with section 1501, this court shall
 25 cooperate to the maximum extent possible with a foreign court or a foreign representative." 11
 26 U.S.C. §§ 1525(a) and 1501. The Monitor submits that granting the requested relief is
 27 necessary to give effect these provisions of the Bankruptcy Code and is in accordance with
 28 well-established principles of international comity.

NOTICE

17. The Monitor has, through counsel, provided notice of this Motion by e-mail, where available, and where e-mail service is impracticable, by United States mail, first-class postage prepaid or by overnight courier, to: (a) the Office of the United States Trustee for the District of Arizona; (b) Patriot Gold Corp.; (c) Maverix Metals Inc.; (d) Nomad; (e) all other parties to litigation currently pending in the United States in which a member of the Group is a party; (f) all known material U.S. creditors and contract counterparties of the Group; and (g) all parties who have entered an appearance in the case. Considering the nature of the relief requested herein, the Monitor submits that no further notice of this Motion is necessary.

NO PRIOR REQUEST

18. No previous request for the relief requested herein has been made to this or any other court.

CONCLUSION

WHEREFORE, the Monitor respectfully requests that the Court enter an order, substantially in the form of the Proposed Order, giving effect to the Sale Order in the United States and granting such other and further relief as the Court finds appropriate under the circumstances.

DATED December 5, 2024.

LEWIS ROCA ROTHGERBER CHRISTIE LLP

By: /s/ *Robert M. Charles, Jr.*
Robert M. Charles, Jr.

AND

By: /s/ *Ken Coleman*
Ken Coleman (admitted *pro hac vice*)

Attorneys for KSV Restructuring Inc. as Monitor
and Foreign Representative

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EXHIBITS

- A. Proposed Sale Order
- B. Sale Agreement (redacted)
- C. Monitor’s Fourth Report dated December 5, 2024
- D. Sixth Affidavit of Tim Swendseid sworn to December 3, 2024

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One South Church Avenue, Suite 2000
Tucson, AZ 85701-1611



CERTIFICATE OF SERVICE

I certify that on this 5th day of December, 2024, I electronically transmitted the attached document to the Clerk’s office using the CM/ECF System for filing and served through the Notice of Electronic Filing automatically generated by the Court’s facilities.

ANTHONY W. AUSTIN on behalf of Debtor Elevation Gold Mining Corporation
aaustin@fennemorelaw.com, gkbacon@fclaw.com

ANTHONY W. AUSTIN on behalf of Debtor GOLDEN VERTEX CORP.
aaustin@fennemorelaw.com, gkbacon@fclaw.com

ROBERT J. BERENS on behalf of Creditor Trisura Insurance Company
rberens@smtldlaw.com, adelgado@smtldlaw.com

BRADLEY A COSMAN on behalf of Creditor Maverix Metals Inc.
BCosman@perkinscoie.com,
kmclure@perkinscoie.com,DocketPHX@perkinscoie.com,scarnall@perkinscoie.com

JAMES GEORGE FLORENTINE on behalf of Creditor Nomad Royalty Company
Limited
jflorentine@swlaw.com, jthomes@swlaw.com,docket@swlaw.com

JAMES GEORGE FLORENTINE on behalf of Creditor Nomad Royalty Company Ltd.
jflorentine@swlaw.com, jthomes@swlaw.com,docket@swlaw.com

Amir Gamliel on behalf of Creditor Maverix Metals Inc.
agamliel@perkinscoie.com

JOHN A. HARRIS on behalf of Creditor PATRIOT GOLD CORP.
john.harris@quarles.com, sybil.aytch@quarles.com

PAUL A LOUCKS on behalf of Creditor PATRIOT GOLD CORP.
ploucks@dmyl.com

ANTHONY F. PUSATERI on behalf of Creditor PATRIOT GOLD CORP.
Anthony.Pusateri@quarles.com, sybil.aytch@quarles.com,dawn.mccombs@quarles.com

Stacy Porche on behalf of Debtor GOLDEN VERTEX CORP.
sporche@fennemorelaw.com, lmarble@fennemorelaw.com

MICHAEL P. ROLLAND on behalf of Creditor Mohave Electric Cooperative,
Incorporated
mpr@eblawyers.com, jlc@eblawyers.com,acm@eblawyers.com

1 BRYCE A. SUZUKI on behalf of Creditor Nomad Royalty Company Limited
2 bsuzuki@swlaw.com, docket@swlaw.com,pshanahan@swlaw.com

3 BRYCE A. SUZUKI on behalf of Creditor Nomad Royalty Company Ltd.
4 bsuzuki@swlaw.com, docket@swlaw.com,pshanahan@swlaw.com

5 LARRY L. WATSON on behalf of U.S. Trustee U.S. TRUSTEE
6 larry.watson@usdoj.gov, Christopher.stewart2@usdoj.gov,coleen.craig@usdoj.gov

7 JEFFREY CHARLES WHITLEY on behalf of Creditor Hartmut Baitis
8 jeff@whitleylegalgroup.com

9 JEFFREY CHARLES WHITLEY on behalf of Creditor Larry Lackey
10 jeff@whitleylegalgroup.com

11 JEFFREY CHARLES WHITLEY on behalf of Creditor Robert B. Hawkins
12 jeff@whitleylegalgroup.com

13 /s/ Renee L. Creswell
14 Lewis Roca Rothgerber Christie LLP

One South Church Avenue, Suite 2000
Tucson, AZ 85701-1611



28

No. S - 245121
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

AND

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

AND

IN THE MATTER OF ELEVATION GOLD MINING CORPORATION,
ECLIPSE GOLD MINING CORPORATION, GOLDEN VERTEX CORP.
and GOLDEN VERTEX (IDAHO) CORP.

PETITIONERS

ORDER MADE AFTER APPLICATION

(Approval and Vesting Order)

BEFORE THE HONOURABLE MADAM
JUSTICE FITZPATRICK

)
)
)
)

TUESDAY, THE 17TH DAY
OF DECEMBER 2024

ON THE APPLICATION of Elevation Gold Mining Corporation ("**Elevation Gold**") and Golden Vertex Corp. ("**GVC**") coming on for hearing at Vancouver, British Columbia, on the 17th day of December, 2024; AND ON HEARING Alexis Teasdale, counsel for the Petitioners, and those other counsel listed on **Schedule "A"** hereto, and no one else appearing although duly served; AND UPON READING the material filed, including the Notice of Application filed December 3, 2024, the Sixth Affidavit of Tim Swendseid sworn December 3, 2024 (the "**Sixth Swendseid Affidavit**"), the Confidential Seventh Affidavit of Tim Swendseid, sworn December 3, 2024 (the "**Confidential Seventh Swendseid Affidavit**"), and the Fourth Report of KSV Restructuring Inc. (the "**Monitor**"), dated December 3, 2024;

AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), the *British Columbia Supreme Court Civil Rules*, and the inherent jurisdiction of this Honourable Court;

- 2 -

THIS COURT ORDERS AND DECLARES THAT:

Service and Definitions

1. The time for service of the Notice of Application and supporting materials is hereby abridged so that the application is properly returnable today, and the need for further service of the Notice of Application and supporting materials is hereby dispensed with.
2. All capitalized terms used but not otherwise defined in this Order shall have the meaning given to them in the Agreement of Purchase and Sale dated December 2, 2024 (the "**Sale Agreement**"), a redacted copy of which is attached as Exhibit "A" to the Sixth Swendseid Affidavit between Elevation Gold and EG Acquisition LLC (the "**Purchaser**"). In addition, the following capitalized terms shall have the following meanings:
 - (a) "**ARIO**" means the Amended and Restated Initial Order pronounced by the Honourable Madam Justice Fitzpatrick in these CCAA proceedings on August 12, 2024;
 - (b) "**CCAA Charges**" means any encumbrances or charges created by the ARIO, as recognized by the Order Granting Recognition and Related Relief of the US Court entered on September 16, 2024, and the Interim Financing and KERP Order, and any other charges granted by the Court in these proceedings;
 - (c) "**Claims**" means any and all security interests (whether contractual, statutory, or otherwise), hypothecs, pledges, mortgages, liens, trusts or deemed trusts (whether contractual, statutory, or otherwise), reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgments, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, and for greater certainty, includes all Liabilities and Liens;
 - (d) "**Encumbrances**" means (i) the CCAA Charges; (ii) all charges, security interests or claims evidenced by registrations, filings or recordations pursuant to the *Personal Property Security Act* of British Columbia, the Uniform Commercial Code of the United States of America, or any other personal property registry system; (iii) all charges, security interests, Claims or Liens evidenced by registrations, filings or recordations under any real property registry systems in British Columbia or Arizona; and (iv) all charges, security interests, claims or Liens associated with those Payment Obligation Agreements listed on **Schedule "B"** hereto;
 - (e) "**Interim Financing and KERP Order**" means the Order (Approval of Interim Financing and Key Employee Retention Plan and Charges) pronounced by the Honourable Mr. Justice Milman in these CCAA proceedings on September 26, 2024;
 - (f) "**Nomad**" means Nomad Royalty Company Limited;

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- (g) **“Nomad Agreement”** means the Binding Letter Agreement, Moss Mine, Property, Mohave County, Arizona, dated March 4, 2004, between MinQuest, Inc. (whose interest was subsequently assigned and transferred to Nomad by way of assignment and amalgamation) and Patriot (whose interest was subsequently assigned and transferred to GVC);
- (h) **“Nomad Determination Order”** means an Order issued by the US Court determining that the nature of Nomad’s interest in GVC’s property pursuant to the Nomad Agreement is a personal property interest between GVC and Nomad and not an interest in any real property owned by GVC;
- (i) **“Patriot”** means Patriot Gold Corp.;
- (j) **“Patriot Agreement”** means the agreement between GVC and Patriot dated May 25, 2016 recorded in the Official Records of Mohave County as Instrument No. 2016-023500;
- (k) **“Patriot Determination Order”** means an Order issued by the US Court determining that the nature of Patriot’s interest in GVC’s property pursuant to the Patriot Agreement is a personal property interest between GVC and Patriot and not an interest in any real property owned by GVC;
- (l) **“Petitioners”** means Elevation Gold, GVC, Golden Vertex (Idaho) Corp., and Eclipse Gold Mining Corp.; and
- (m) **“SISP Order”** means the Order Made After Application (SISP Approval Order) pronounced by the Honourable Madam Justice Fitzpatrick in these CCAA proceedings on August 12, 2024.

Approval of Transaction

3. The Sale Agreement and the transaction (the **“Transaction”**) contemplated in the Sale Agreement are hereby approved, and the execution of the Sale Agreement by Elevation Gold is hereby authorized and approved, with such amendments to the Sale Agreement as Elevation Gold may agree to with the consent of the Monitor or further order of this Court, provided that such amendments do not, in the opinion of the Monitor and Maverix Metals Inc. (**“Maverix”**), each acting reasonably, materially prejudice Maverix, as secured lender of Elevation Gold and GVC. The performance by Elevation Gold and GVC of their obligations under the Sale Agreement is hereby authorized and approved, and Elevation Gold, GVC and the Monitor are hereby authorized to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the Purchased Assets.

Closing Transactions and Steps

4. Elevation Gold, GVC and the Monitor are authorized to undertake and complete the Transaction pursuant to and in the manner contemplated by the Sale Agreement. Without limiting the generality of the foregoing, upon the Monitor’s receipt of written confirmation from Elevation Gold and the Purchaser that all conditions to Closing have been satisfied

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or waived, the Monitor is hereby authorized and directed to deliver an executed copy of a certificate substantially in the form attached as **Schedule "C"** hereto (the "**Monitor's Certificate**"), to the Purchaser's counsel in escrow. Upon the Monitor's receipt of the Purchase Price, the Monitor is hereby authorized and directed to release the Monitor's Certificate from escrow to the Purchaser. Immediately upon the release of the Monitor's Certificate to the Purchaser, the following shall occur and be deemed to occur, as applicable, in accordance with the terms and conditions of the Sale Agreement:

- (a) any Claim, Encumbrance, or Liability in respect of the Payment Obligation Agreements shall be disclaimed and deemed to form part of the GVC Residual Liabilities;
- (b) subject to and immediately upon the Patriot Determination Order being granted and becoming a Final Order, any Claim, Encumbrance or Liability in respect of the Patriot Agreement shall be disclaimed and deemed to form part of the GVC Residual Liabilities;
- (c) subject to and immediately upon the Nomad Determination Order being granted and becoming a Final Order, any Claim, Encumbrance or Liability in respect of the Nomad Agreement shall be disclaimed and deemed to form part of the GVC Residual Liabilities;
- (d) as contemplated by and on the terms set out in paragraph 6 of this Order, the GVC Residual Assets shall be transferred to Elevation Gold and the GVC Residual Liabilities shall be assigned to and assumed by Elevation Gold;
- (e) as contemplated by and on the terms set out in paragraph 6 of this Order, Elevation Gold shall sell, assign and transfer to the Purchaser, and the Purchaser shall purchase and assume from Elevation Gold, all of the right, title and interest of Elevation Gold, if any, in and to all of the Property and undertaking of Elevation Gold (other than the Excluded Assets), held for use in or relating to the Business, including, but not limited to, all right, title and interest of Elevation Gold in, to and under the following
 - (i) the GVC Shares;
 - (ii) the Business Information of the Seller, subject to Section 2.1.2 of the Sale Agreement; and
 - (iii) the assets of the Seller specifically listed in Schedule 2.1.1(c) of the Sale Agreement;

in each case free and clear of and from any Claims or Encumbrances; and

- (f) all equity interests (other than the GVC Shares), as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, preemptive rights, options (including stock options or share purchase or equivalent plans), or other documents or instruments governing or having been created or granted in connection with the share capital of GVC (in each case, for greater

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certainty, excluding the GVC Shares), shall be deemed to be cancelled for nominal consideration, in accordance with and pursuant to this Order.

5. Other than approval of the TSXV as contemplated by section 7.2(c) of the Sale Agreement, and entry of the Sale Recognition Order in the US Court, this Order shall constitute the only authorization required by Elevation Gold, GVC or the Monitor to proceed with the Transaction and, no director or shareholder approval shall be required and no authorization, approval or other action by or notice to or filing with any governmental authority or regulatory body exercising jurisdiction in respect of Elevation Gold or GVC is required for the due execution, delivery and performance by Elevation Gold, GVC or the Monitor of the Sale Agreement and the completion of the Transaction.

Vesting of Assets and Liabilities

6. Upon the Monitor releasing the Monitor's Certificate to the Purchaser, as contemplated by paragraph 4 of this Order, the following shall occur, all in accordance with the terms and conditions of the Sale Agreement:
 - (a) the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser in fee simple, free and clear of and from any Claims or Encumbrances, which shall be expunged and discharged as against the Purchased Assets;
 - (b) GVC shall retain all of the GVC Retained Liabilities and the GVC Retained Assets free and clear of the GVC Residual Liabilities and any other Claims or Encumbrances (other than Claims or Encumbrances in connection with the GVC Retained Liabilities), which shall be vested out, expunged and discharged as against the GVC Retained Assets, and for greater certainty, any interest any of the counterparties to the Payment Obligation Agreements may have in the Moss Mine or the GVC Retained Assets is hereby vested out, expunged and discharged;
 - (c) subject to and immediately upon the Patriot Determination Order being granted and becoming a Final Order, any interest Patriot may have in the Moss Mine or the GVC Retained Assets is hereby vested out, expunged and discharged;
 - (d) subject to and immediately upon the Nomad Determination Order being granted and becoming a Final Order, any interest Nomad may have in the Moss Mine or the GVC Retained Assets is hereby vested out, expunged and discharged;
 - (e) all of GVC's right, title and interest in and to the GVC Residual Assets shall vest absolutely and exclusively in the name of Elevation Gold and all Claims and Encumbrances attached to the GVC Residual Assets shall continue to attach to the GVC Residual Assets with the same nature and priority as they had immediately prior to their transfer;
 - (f) all GVC Residual Liabilities shall vest absolutely and exclusively in the name of Elevation Gold and shall become obligations of Elevation Gold and cease to be obligations of GVC, and GVC shall be forever released and discharged from the GVC Residual Liabilities and any and all obligations pursuant thereto, and any and all Claims or Encumbrances securing the GVC Residual Liabilities shall be forever

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released and discharged in respect of GVC and the GVC Retained Assets, provided that nothing in this Order shall be deemed to cancel the GVC Retained Liabilities;

- (g) the commencement or prosecution, whether directly, indirectly, derivatively or otherwise, of any demands, claims, actions, counterclaims, suits, judgments, or other remedy or recovery with respect to any indebtedness, liability, obligation or cause of action against GVC in respect of the GVC Residual Liabilities or the GVC Residual Assets, shall be permanently enjoined, waived, discharged, released, cancelled and barred;
 - (h) the nature of the GVC Retained Assets and the GVC Retained Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Sale Agreement or the steps and actions taken in accordance with the terms thereof;
 - (i) the nature and priority of the GVC Residual Liabilities assumed by Elevation Gold, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer and assignment to and assumption by Elevation Gold; and
 - (j) any Person that, prior to the Closing Date, had a valid Claim or Encumbrance against GVC or the GVC Retained Assets in respect of the GVC Residual Liabilities shall no longer have such Claim or Encumbrance against GVC or the GVC Retained Assets, but will have an equivalent Claim or Encumbrance against Elevation Gold (including without limitation, in respect of any Property of Elevation Gold) in respect of the GVC Residual Liabilities from and after the Closing Date in its place and stead, and nothing in this Order limits, lessens or extinguishes the GVC Residual Liabilities as against Elevation Gold.
7. Upon delivery by the Monitor to the Purchaser of the Monitor's Certificate, GVC shall cease to be a Petitioner in these proceedings and shall be deemed to be released from the purview of all orders of this Court granted in these proceedings, save and except for this Order, and the style of cause shall be amended accordingly.
 8. Upon the filing of a certified copy of this Order with any governmental authorities (collectively, "**Governmental Authorities**"), together with any applicable registration fees, all such Governmental Authorities are hereby authorized, requested and directed to accept delivery of such certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required in order to give effect to the terms of this Order and the Sale Agreement.
 9. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of a certified copy of this Order shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations such that the Purchased Assets and the GVC Retained Assets shall be free from all Encumbrances. The Purchaser

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shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances as contemplated herein.

10. For the purposes of determining the nature and priority of Claims or Encumbrances against the Purchased Assets or the GVC Retained Assets, as the case may be, the net proceeds from the sale of the Purchased Assets and the GVC Retained Assets shall stand in the place and stead of the Purchased Assets and the GVC Retained Assets, as applicable, and from and after the date of release of the Monitor's Certificate from escrow, all Claims and Encumbrances on any of the Purchased Assets and the GVC Retained Assets, shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets or the GVC Retained Assets, as applicable, immediately prior to the sale, as if the Purchased Assets and the GVC Retained Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
11. Notwithstanding anything to the contrary in this Order, this Court specifically makes no finding as to whether the interests of Patriot or Nomad are interests in real property, and this Order is without prejudice to the determination of such issue by the United States Bankruptcy Court for the District of Arizona, including with respect to the positions of all parties.
12. The Monitor is hereby authorized and directed, as soon as reasonably practicable following the release of the Monitor's Certificate from escrow, to file with the Court a copy of the Monitor's Certificate and, following the Monitor's receipt thereof, serve the filed copy of the Monitor's Certificate, upon the Service List maintained by the Monitor in these CCAA proceedings.

Releases

13. Effective immediately upon the release from escrow of the Monitor's Certificate, the present and former directors and officers of the Petitioners (collectively, inclusive of any and all de facto and de jure directors and officers, the "**Directors and Officers**"), in their respective capacities as directors or officers, as the case may be, of the applicable Petitioners, are hereby forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to the filing of the Monitor's Certificate in connection with (i) the sale and investment solicitation process undertaken by the Petitioners before the commencement of these proceedings, (ii) the Petitioners' decision to commence these proceedings, (iii) these proceedings or the administration and management of the Petitioners during the course of these proceedings, (iv) the Transaction, or (v) anything done pursuant to the terms of this Order (collectively, the "**Released D&O Claims**"), which Released D&O Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Directors and Officers,

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provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim for gross negligence or wilful misconduct or any claim that is not permitted to be released pursuant to Section 5.1(2) of the CCAA.

14. Effective immediately upon the release from escrow of the Monitor's Certificate, (i) the Petitioners' employees, legal counsel and advisors, and (ii) the Monitor and its legal counsel, and their respective present and former directors, officers, partners, employees, and advisors (the persons listed in (i) and (ii) being collectively, the "**Released Parties**") are hereby forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to the filing of the Monitor's Certificate in connection with (i) these proceedings or the administration and management of the Petitioners during the course of these proceedings, (ii) the Transaction, or (iii) anything done pursuant to the terms of this Order (collectively, the "**Released Claims**"), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, and are not vested nor transferred to any of the Petitioners or to any other entity and are extinguished, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim for gross negligence or wilful misconduct.
15. Effective immediately upon the release from escrow of the Monitor's Certificate, (i) the directors, officers, employees, legal counsel and advisors of INFOR Financial Inc. ("**INFOR**"), and (ii) INFOR in its capacity as Sales Agent (as defined in the ARIO) (the persons listed in (i) and (ii) being collectively, the "**Sales Agent Released Parties**") shall be deemed to be forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to the issuance of the Monitor's Certificate in connection with the Transaction or the SISP (as defined in the SISP Order) or completed pursuant to the terms of this Order (collectively, the "**Sales Agent Released Claims**"), which Sales Agent Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled, barred and extinguished as against the Sales Agent Released Parties, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim for gross negligence or wilful misconduct.

Miscellaneous

16. Pursuant to Section 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* or Section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, Elevation Gold and the Monitor are hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in Elevation Gold's and GVC's records pertaining to Elevation Gold's and GVC's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by Elevation Gold and GVC.
17. Subject to the terms of the Sale Agreement, possession of the Purchased Assets shall be delivered by Elevation Gold to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement).
18. Elevation Gold, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court, provided that an extension of greater than 30 days shall not be agreed to without the consent of the Monitor and Maverix Metals Inc., each acting reasonably.
19. Notwithstanding:
 - (a) these CCAA proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued or made pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3 (the "BIA") in respect of Elevation Gold, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made by or in respect of Elevation Gold; and
 - (d) the provisions of any federal or provincial statute,the execution of the Sale Agreement, the implementation of the Transaction, the vesting of the Purchased Assets in the Purchaser, the vesting of the GVC Residual Assets and the GVC Residual Liabilities in Elevation Gold, and the retention by GVC of the GVC Retained Assets and the GVC Retained Liabilities pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Elevation Gold and shall not be void or voidable by creditors of Elevation Gold or GVC, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.
20. Elevation Gold, GVC and the Monitor shall each be at liberty to apply for further advice, assistance and direction as may be necessary or desirable in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing

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21. THIS COURT HEREBY REQUESTS the aid and recognition of other Canadian and foreign courts, tribunals, and regulatory or administrative bodies having jurisdiction in Canada or in the United States of America, including the United States Bankruptcy Court for the District of Arizona overseeing the Petitioners' proceedings under Chapter 15 jointly administered in Case No. 2:24-bk-06359 or in any other foreign jurisdiction, to give effect to this Order and to assist the Petitioners, the Monitor, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioners and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Petitioners and the Monitor and their respective agents in carrying out the terms of this Order.
22. Endorsement of this Order by counsel appearing on this Application other than counsel for the Petitioners is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Alexis Teasdale
Lawyer for the Petitioners, Elevation Gold
Mining Corporation, Golden Vertex Corp.,
Golden Vertex (Idaho) Corp. and Eclipse Gold
Mining Corporation

By the Court.

Registrar

AGREEMENT OF PURCHASE AND SALE
BETWEEN
ELEVATION GOLD MINING CORPORATION
AND
EG ACQUISITION LLC
DATED AS OF DECEMBER 2, 2024

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AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale is dated as of December 2, 2024, between Elevation Gold Mining Corporation (the “**Seller**”) and EG Acquisition LLC (the “**Purchaser**”, and together with the Seller, the “**Parties**”, each a “**Party**”).

WHEREAS

- A. The Seller legally and beneficially owns the Purchased Assets, and Golden Vertex Corporation (“**GVC**”) legally and beneficially owns the GVC Retained Assets and operates the Business (each as defined below);
- B. The Seller, GVC and certain affiliated entities applied for and were granted protection under the *Companies’ Creditors Arrangement Act* (the “**CCAA**”) pursuant to an Initial Order dated August 1, 2024 (as amended and restated from time to time, the “**Initial Order**”) of the Supreme Court of British Columbia (the “**Court**”). Pursuant to the Initial Order, KSV Restructuring Inc. was appointed as Monitor of the Seller, GVC and certain affiliated entities (the “**Monitor**”) in the CCAA proceedings bearing Court File No. S-245121 (the “**CCAA Proceedings**”);
- C. The Monitor applied for and was granted an Order recognizing the CCAA Proceedings as foreign main proceedings and enforcing the Initial Order in the United States under Chapter 15 of the United States Bankruptcy Code (“**Chapter 15**”) by the United States Bankruptcy Court for the District of Arizona (the “**US Court**”), in the jointly administered proceedings bearing Case Nos. 2:24-bk-06359-EPB, 2:24-bk-06364-EPB, 2:24-bk-06367-EPB, 2:24-bk-06368-EPB, 2:24-bk-06370-EPB, and 2:24-bk-06371-EPB (collectively, the “**Chapter 15 Proceedings**”);
- D. On August 12, 2024, the Court granted an Order (the “**SISP Order**”) which, among other things, approved the Sale and Investment Solicitation Process in connection with the sale of the assets or business of the Seller and GVC (the “**SISP**”). The SISP Order and the SISP exclusively govern the process for soliciting and selecting bids for such sale;
- E. Pursuant to the SISP Order, INFOR Financial Inc. (the “**Sales Agent**”) was authorized and directed to assist the Seller, GVC and certain affiliated entities in carrying out the SISP;
- F. The Purchaser has been selected as the Successful Bidder in accordance with the SISP; and
- G. The Seller has agreed to transfer to the Purchaser, and the Purchaser has agreed to purchase, the Purchased Assets, including all of the GVC Shares, and have GVC retain the GVC Retained Liabilities (each as defined below) upon the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the respective covenants, representations and warranties made herein, and of the mutual benefits to be derived hereby (the sufficiency of which are acknowledged), the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Capitalized terms used but not otherwise defined herein shall have the meanings set forth below:

- (a) “**Accounts Payable**” means those amounts relating to the Business that are owing by GVC as of the Closing Date and that were incurred after the effective time of the Initial Order in connection with the purchase of goods or services in the Ordinary Course of Business.
- (b) “**Accounts Receivable from Refinery**” means all accounts receivable or other amounts due, owing or accruing due to GVC or the Seller from any refinery, whether such amounts become due, owing or accruing, before or after Closing, in respect of any gold or silver processed or to be processed from any ore produced from the Moss Mine that is received by any such refinery prior to Closing, whether such ore is processed before or after Closing, whether such amounts are current or overdue, together with all interest accrued on such items without deduction or reserve for uncollectible amounts.
- (c) “**Accrued Liabilities**” means any and all Liabilities of GVC relating to the Business incurred in the Ordinary Course of Business after the effective time of the Initial Order to the Closing Date but which are not yet due and payable as of the Closing Date and in respect of which the original due date has not been extended or waived (excluding reserves and contingent amounts), but specifically excluding any Liabilities in respect of any of: (a) the Payment Obligation Agreements; (b) Identified Employees; (c) the Patriot Agreement; (d) the Nomad Agreement; and (e) any amounts in respect of any royalty or streaming agreement regardless of whether or not it is one of the Payment Obligation Agreements.
- (d) “**Action**” means any litigation, action, suit, charge, arbitration or other legal, administrative or judicial proceeding.
- (e) “**Additional Orders**” has the meaning set forth in Section 5.1.4.
- (f) “**Affiliate**” means, as to any Person, any other Person that directly or indirectly through one or more intermediaries Controls, or is under common Control with, or is Controlled by, such Person.
- (g) “**Agreement**” means this Agreement of Purchase and Sale and all Schedules and Exhibits attached hereto and all amendments hereto made in accordance with Section 10.7.
- (h) “**Ancillary Agreements**” means, in each case in a form reasonably acceptable to the Seller and the Purchaser:

- (i) a bill of sale and stock power for the assignment and conveyance of the Purchased Assets from the Seller to the Purchaser;
 - (ii) an assignment and assumption agreement for the assignment by Seller and assumption by Purchaser of any Contracts as set out in Schedule 2.1.1(c); and
 - (iii) any other instruments of transfer or other transfer and assignment agreements required by the Purchaser, acting reasonably, in order to transfer and assign all of the Purchased Assets to the Purchaser.
- (i) “**Approval and Vesting Order**” has the meaning set forth in Section 5.1.2.
 - (j) “**Bankruptcy Laws**” means the CCAA, the *Bankruptcy and Insolvency Act* (Canada) and the other applicable insolvency Laws of any jurisdiction, including the United States of America.
 - (k) “**Business**” means the exploration, development, mining and sales activities carried on by GVC, and by the Seller in respect of GVC and its assets, including in respect of the Moss Mine, and all operations, maintenance and other activity related thereto.
 - (l) “**Business Day**” means a day on which the banks are open for business (Saturdays, Sundays, statutory and civic holidays excluded) in Vancouver, British Columbia or Phoenix, Arizona.
 - (m) “**Business Information**” means all books, records, reports, studies, models, files, catalogues, data, information (including tangible and intangible information such as drill core, drill logs, assays, metallurgical test work, mine plans and similar information), operating records, operating, safety and maintenance manuals, engineering and design plans, blueprints and as-built plans, specifications, drawings, reports, procedures, facility compliance plans, test records and results, other records and filings made with regulatory agencies regarding operations of the Business or that in any way relate to the Moss Mine, environmental procedures and similar records, correspondence with present or prospective, customers and suppliers, advertising materials, software programs, documentation and sales literature owned by the Seller or GVC, whether or not in the possession or control of the Seller or GVC, that are used or held for use in connection with the Business, including information, policies and procedures, manuals and materials and procurement documentation used in the Business, whether in written, electronic or any other format whatsoever, and including all such data and documents contained in the Data Site as of the Closing Date, provided however that the term “Business Information” shall not include any of the foregoing items that are not the Property of the Seller or GVC.
 - (n) “**CCAA**” has the meaning set forth in the recitals to this Agreement.
 - (o) “**CCAA Proceedings**” has the meaning set forth in the recitals to this Agreement.
 - (p) “**Chapter 15**” has the meaning set forth in the recitals to this Agreement.

- (q) “**Chapter 15 Proceedings**” has the meaning set forth in the recitals to this Agreement.
- (r) “**Claim**” means any indebtedness, liability or obligation of any kind that would be a claim provable within the meaning of section 2 of the *Bankruptcy and Insolvency Act* (Canada).
- (s) “**Closing**” has the meaning set forth in Section 2.3.1.
- (t) “**Closing Amount**” has the meaning set forth in Section 2.2.4(b).
- (u) “**Closing Date**” has the meaning set forth in Section 2.3.1.
- (v) “**COC Approval**” has the meaning set forth in Section 3.5.
- (w) “**Consent**” means any approval, authorization, consent, order, license, permission, permit, including any Permit, qualification, exemption or waiver by any Government Entity or other Third Party.
- (x) “**Contract**” means any legally binding contract, agreement, obligation, license, undertaking, instrument, lease, ground lease, commitment or other arrangement, whether written or oral.
- (y) “**Control**”, including, with its correlative meanings, “**Controlled by**” and “**under common Control with**”, means, in connection with a given Person, the possession, directly or indirectly, of the power to either (i) elect more than 50% of the directors of such Person; or (ii) direct or cause the direction of the management and policies of such Person, whether through the ownership of securities, Contract or otherwise.
- (z) “**Court**” has the meaning set forth in the recitals to this Agreement.
- (aa) “**CRA**” means the Canada Revenue Agency.
- (bb) “**Data Site**” means the online data room maintained by the Seller in accordance with the SISP.
- (cc) “**Deposit**” has the meaning set forth in Section 2.2.3(a).
- (dd) “**Employees**” means individuals employed, or engaged as a consultant, by GVC, on a full-time, part-time or temporary basis, relating to the Business, including those employees of the Business on layoff with rights to recall, workers compensation-related leave, disability leave, pregnancy leave, parental leave or other leave of absence.
- (ee) “**Employee Costs**” means all unpaid wages, salaries, holiday pay, vacation pay, notice of termination, termination pay, severance pay and other costs, Liabilities and obligations, including entitlement to benefit coverage, whether due under contract, statute, common law or otherwise relating to the Employees.

- (ff) **“Environment”** means the environment or natural environment as defined in any Environmental Laws and includes air, surface water, ground water (including the aquifer, potable water, navigable water and wetlands), land surface, soil, subsurface, subsurface strata, and natural resources.
- (gg) **“Environmental Conditions”** shall mean the existing or future presence, Release or threatened Release into the Environment of a Hazardous Material or Substance on, under or near the Moss Mine or the storage, disposal, or handling and treatment of Hazardous Material or Substance originating from or transported from the Moss Mine.
- (hh) **“Environmental Law”** means any federal, state or local law, whether common law, court or administrative decision, statute, ordinance, regulation, rule, court order or decree, administrative order or governmental agency guidelines legally promulgated, now or hereafter in effect relating to environment, public health, occupational safety, industrial hygiene or any Environmental Conditions.
- (ii) **“Environmental Liabilities”** shall mean any and all claims, demands, liabilities (including but not limited to permit and reclamation obligations arising under Environmental Law), violations, damages, losses, expenses, financial assurance, fines, penalties, judgments, awards, settlements, and costs (including, without limitation, legal, accounting, consulting, engineering and other costs) arising out of, based on, or resulting from Environmental Conditions.
- (jj) **“Excluded Assets”** has the meaning set forth in Section 2.1.2.
- (kk) **“Final Order”** means an order of the applicable court of competent jurisdiction (including the Court and US Court) with respect to the relevant subject matter, that has not been reversed, stayed, modified, or amended, and as to which the time to seek leave to appeal, appeal or seek certiorari has expired and no application for leave to appeal, appeal or petition for certiorari has been timely taken, or as to which any application for leave to appeal or appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought, or the new trial, re-argument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice.
- (ll) **“Government Entity”** means any federal, territorial, provincial, state, regional, municipal or local governmental authority, quasi-governmental authority, instrumentality, court, government or self-regulatory organization, bureau, board, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing having jurisdiction.
- (mm) **“GST/HST”** means goods and services tax, including harmonized sales tax, interest, penalties and fines payable under Part IX of the *Excise Tax Act* (Canada) and the regulations made thereunder.
- (nn) **“GVC”** has the meaning set forth in the recitals to this Agreement.

- (oo) “**GVC Residual Assets**” means (i) all of GVC’s cash and cash equivalents, bank deposits, bank balances, and moneys in possession of banks, the Monitor and other depositories; (ii) any Accounts Receivable from Refinery; and (iii) any deposits of GVC held in trust accounts to secure payment of the reasonable fees and disbursements of the Monitor, the Sales Agent and any professional advisors of GVC, the Seller or the Monitor.
- (pp) “**GVC Residual Liabilities**” has the meaning set forth in Section 2.1.4.
- (qq) “**GVC Retained Assets**” means all of the right, title and interest of GVC in and to all of the Property and undertaking of GVC, held for use in or relating to the Business and the Moss Mine, including the GVC Retained Vendor Deposits, other than the GVC Residual Assets.
- (rr) “**GVC Retained Employees**” means has the meaning set forth in Section 5.8.1.
- (ss) “**GVC Retained Liabilities**” has the meaning set forth in Section 2.1.3.
- (tt) “**GVC Retained Vendor Deposits**” means the unused portion, as of the Closing, of any deposits or amounts prepaid after the effective time of the Initial Order in connection with the purchase of goods or services to any vendor, supplier or service provider by or on behalf of GVC with respect to any Contract to which GVC is a party, for certainty, excluding the GVC Residual Assets.
- (uu) “**GVC Shares**” means all of the issued and outstanding shares in the capital of GVC.
- (vv) “**Hazardous Materials, Substance or Waste**” means any petroleum, oil, gasoline, other petroleum derivative products, flammable substances, explosives, radioactive materials, dioxins, and radon gas; any waste, substance, material, liquid, chemical substance or mixture, element, compound, or solution included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "solid waste" "extremely hazardous substances," "restricted hazardous wastes," "toxic substances," "regulated substances," "pollutant or containment," or "discharge limitation" in any Environmental Law now in effect or hereinafter placed in effect; and urea formaldehyde foam insulation and any asbestos containing materials ("ACMS") to the extent that they exist at the Moss Mine. For purposes of this Agreement, if there has been a Release of polychlorinated byphenyls ("PCBs") on the Moss Mine, then the released PCBs shall be considered to be a Hazardous Material or Substance to the extent of the Release.
- (ww) “**Identified Employees**” has the meaning set forth in Section 5.8.1
- (xx) “**Initial Order**” has the meaning set forth in the recitals to this Agreement.
- (yy) “**Interim Financing and KERP Order**” means the Order Made after Application (Approval of Interim Financing and Key Employee Retention Plan and Charges) granted by a Canadian Court in the CCAA Proceedings on September 26, 2024.

- (zz) “**Investment Canada Act**” means the *Investment Canada Act* (Canada), as amended.
- (aaa) “**Knowledge**” or “**aware of**” or “**notice of**” or a similar phrase shall mean, with reference to the Seller, the actual knowledge of those Persons listed in Schedule 1.1(aaa) after reasonable inquiry, and with reference to the Purchaser, the actual knowledge of those Persons listed in Schedule 1.1(aaa) after reasonable inquiry.
- (bbb) “**Law**” means any foreign, domestic, federal, territorial, state, provincial, local, regional or municipal statute, law, common law, ordinance, rule, regulation, order, writ, injunction, directive, judgment, decree or policy or guideline having the force of law.
- (ccc) “**Liabilities**” means any and all debts, liabilities, obligations and Claims, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or undeterminable, including those arising under any Law or Action and those arising under any Contract or otherwise, including any Tax liability or under Environmental Laws.
- (ddd) “**Lien**” means any lien, mortgage, deed of trust, judgment lien, pledge or security interest, hypothec (including legal hypothecs), encumbrance, mechanics lien, materialmen’s lien, servitude, easement, encroachment, right-of-way, restrictive covenant on real or immovable property, real property license, other real rights in favor of Third Parties, charge, prior claim, lease, occupancy agreement, leasing agreement, statutory or deemed trust or conditional sale arrangement, including the Administration Charge, the Interim Lender’s Charge, the Directors’ Charge, the KERP Charge and the Intercompany Advance Charge (each as defined in the Initial Order, the SISP Order, and the Interim Financing and KERP Order, as applicable).
- (eee) “**Maverix**” has the meaning set forth in Section 10.4.
- (fff) “**Moss Mine**” means the Moss Mine located in Arizona, including, the Mineral Tenures related to the mine listed in Schedule 1.1(ggg), and, for certainty, including the Silver Creek Exploration Property.
- (ggg) “**Mineral Tenures**” means any and all real property interests, mineral claims, mining licences, mining leases, recorded claims, leased claims, leases of recorded claims, locations, quartz claims, placer claims, placer leases, undersurface rights and other mining rights, tenures and concessions or interests of which an interest is held therein, directly or indirectly, by GVC, related to the Moss Mine (including any unpatented mineral claims held by GVC in the area surrounding the Moss Mine) or the Business, including those Mineral Tenures listed in Schedule 1.1(ggg), along with any term extension, renewal, replacement, conversion or substitution of any such rights or interests, including any such rights or interests provided for under the Silver Creek Mineral Lease and Option Agreement in respect of the Silver Creek Exploration Property.
- (hhh) “**Monitor**” has the meaning set forth in the recitals to this Agreement.

- (iii) **“Monitor’s Certificate”** means a certificate, substantially in the form attached hereto as Exhibit A, signed by the Monitor and confirming that (i) the Purchaser has paid, and the Monitor has received payment of, the Purchase Price in relation to the purchase by the Purchaser of the Purchased Assets; and (ii) the conditions to be complied with at or prior to the Closing as set out in Article 7 have been satisfied or waived by the Seller or the Purchaser, as applicable.
- (jjj) **“Nomad”** means Nomad Royalty Company Limited.
- (kkk) **“Nomad Agreement”** means the Binding Letter Agreement, Moss Mine, Property, Mohave County, Arizona, dated March 4, 2004, between MinQuest, Inc. (whose interest was subsequently assigned and transferred to Nomad by way of assignment and amalgamation) and Patriot (whose interest was subsequently assigned and transferred to GVC by way of assignment).
- (lll) **“Nomad Determination Order”** has the meaning set forth in Section 2.2.5(b)(i).
- (mmm) **“Nomad Outside Date”** has the meaning set forth in Section 2.2.5(b)(i).
- (nnn) **“Order”** means any order, injunction, judgment, decree, direction, instructions, ruling, writ, assessment, arbitration award or penalties or sanctions issued, filed or imposed by any Government Entity.
- (ooo) **“Ordinary Course of Business”** means the ordinary course of the Business consistent with recent past practice, as such practice is, or may have been, modified as a result of the CCAA Proceedings or the Chapter 15 Proceedings.
- (ppp) **“Parties”** and **“Party”** have the meanings set forth in the recitals to this Agreement.
- (qqq) **“Payment Obligation Agreements”** means those agreements set forth in Schedule 1.1(qqq), for certainty, excluding the Patriot Agreement and the Nomad Agreement.
- (rrr) **“Patriot”** means Patriot Gold Corp.
- (sss) **“Patriot Determination Order”** has the meaning set forth in Section 2.2.5(a)(i).
- (ttt) **“Patriot Agreement”** means the agreement between GVC and Patriot dated May 25, 2016 recorded in the Official Records of Mohave County as Instrument No. 2016-023500.
- (uuu) **“Patriot Outside Date”** has the meaning set forth in Section 2.2.5(a)(i).
- (vvv) **“Permit”** means any approval, license, authorization, certificate, consent, decree, consent decree, registration, exemption, permit, certificate of authorization, environmental assessment certificate, waste management plan, operational certificate, approval in principle, certificate of compliance, voluntary remediation agreement, reclamation plan, mine development permit or other Government Entity

approval required by applicable Law, held by GVC, including those listed in Schedule 1.1(vvv).

- (www) **“Person”** means an individual, a partnership, a corporation, an association, a limited or unlimited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization or other legal entity or Government Entity.
- (xxx) **“Personal Information”** means information in the possession or under the control of the Seller or GVC, or any of them, about an identifiable individual.
- (yyy) **“Property”** means any interest in any kind of property, whether real (including chattels real), personal or mixed, movable or immovable, tangible or intangible.
- (zzz) **“PST”** means any tax, interest, penalties and fines payable under the Provincial Sales Tax Act (British Columbia) and the regulations made thereunder.
- (aaaa) **“Purchase Price”** has the meaning set forth in Section 2.2.1.
- (bbbb) **“Purchased Assets”** has the meaning set forth in Section 2.1.1.
- (cccc) **“Purchaser”** has the meaning set forth in the preamble to this Agreement.
- (dddd) **“Release”** means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the Environment (including the abandonment or discarding of barrels, containers, and other closed receptacles).
- (eeee) **“Sale Hearing”** has the meaning set forth in Section 5.1.2.
- (ffff) **“Sale Recognition Order”** has the meaning set forth in Section 5.1.3.
- (gggg) **“Sales Agent”** has the meaning set forth in the recitals to this Agreement.
- (hhhh) **“Securities Commissions”** means, collectively, the securities commissions or similar securities regulatory authorities of all of the Provinces of Canada.
- (iiii) **“Securities Laws”** means all securities Laws applicable to the Seller, GVC the Purchaser or their parent companies.
- (jjjj) **“Seller”** has the meaning set forth in the preamble to this Agreement.
- (kkkk) **“Silver Creek Exploration Property”** means all of the unpatented mining claims held by La Cuesta International, Inc. comprising the Premises (as such term is defined in the Silver Creek Mineral Lease and Option Agreement).
- (llll) **“Silver Creek Mineral Lease and Option Agreement”** means the mineral lease and option agreement dated May 7, 2014, by and between La Cuesta International, Inc., and Northern Vertex Mining Corp. (now known as Elevation Gold Mining Corporation), as assigned to GVC by that certain Assignment and Assumption Agreement, dated August 6, 2014, as amended by each of: (i) the First Amendment

to Mineral Lease and Option Agreement, dated October 29, 2015; (ii) the Second Amendment to Mineral Lease and Option Agreement, dated June 28, 2017; and (iii) the Third Amendment to Mineral Lease and Option Agreement, dated November 6, 2018.

- (mmmm) “**SISP**” has the meaning set forth in the recitals to this Agreement.
- (nnnn) “**SISP Order**” has the meaning set forth in the recitals to this Agreement.
- (oooo) “**Subsidiary**” of any Person means any Person Controlled by such first Person.
- (pppp) “**Successful Bidder**” has the meaning set forth in the SISP.
- (qqqq) “**Tax**” means any domestic or foreign federal, state, local, provincial, territorial or municipal taxes or other impositions by any Government Entity, including Transfer Taxes, and the following taxes and impositions: net income, gross income, capital, value added, goods and services, capital gains, alternative, net worth, harmonized sales, gross receipts, sales, use, ad valorem, business rates, transfer, franchise, profits, business, environmental, real or immovable property, municipal, school, Canada Pension Plan, withholding, workers’ compensation levies, payroll, employment, unemployment, employer health, occupation, social security, excise, stamp, customs, and all other taxes, fees, duties, assessments, deductions, contributions, withholdings or charges of the same or of a similar nature, however denominated, together with any interest and penalties, additions to tax or additional amounts imposed or assessed with respect thereto.
- (rrrr) “**Tax Act**” means the *Income Tax Act* (Canada) and the regulations promulgated thereunder, as amended from time to time.
- (ssss) “**Tax Authority**” means any local, municipal, governmental, state, provincial, territorial, federal, including any Canadian or other fiscal, customs or excise authority, body or officials anywhere in the world with responsibility for, and competent to impose, collect or administer, any form of Tax.
- (tttt) “**Tax Returns**” means all returns, reports (including elections, declarations, disclosures, statements, schedules, estimates and information returns) and other information filed or required to be filed with any Tax Authority relating to Taxes.
- (uuuu) “**Third Party**” means any Person that is neither a Party nor an Affiliate of a Party.
- (vvvv) “**Transaction Documents**” means this Agreement, the Ancillary Agreements and all other ancillary agreements to be entered into, or documentation delivered by, any Party pursuant to this Agreement.
- (wwww) “**Transfer Taxes**” means all goods and services, sales, excise, severance, use, transfer (including real property transfer), gross receipts, documentary, filing, recording fees, registration (including motor vehicle registration) value-added, stamp, stamp duty reserve, and all other similar non-income taxes, duties or other like charges, however denominated, in each case including interest, penalties or

additions attributable thereto whether or not disputed, arising out of or in connection with the transactions provided for herein, regardless of whether the Government Entity seeks to collect the Transfer Tax from the Seller or the Purchaser, including GST/ HST and PST and including any Arizona transaction privilege or mineral severance tax.

(xxxx) “**TSXV**” means the TSX Venture Exchange.

(yyyy) “**US Court**” has the meaning set forth in the recitals to this Agreement.

1.2 Interpretation

1.2.1 Gender and Number

Any reference in this Agreement to gender includes all genders and words importing the singular include the plural and vice versa.

1.2.2 Certain Phrases and Calculation of Time

- (a) In this Agreement (i) the words “including” and “includes” mean “including (or includes) without limitation” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it; (ii) the terms “hereof”, “herein”, “hereunder” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement and not to any particular provision of this Agreement, and Article, Section, paragraph, and Schedule references are to the Articles, Sections, paragraphs, and Schedules to this Agreement unless otherwise specified; and (iii) in the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding”. If the last day of any such period is not a Business Day, such period will end on the next Business Day.
- (b) When calculating the period of time “within” which, “prior to” or “following” which any act or event is required or permitted to be done, notice given or steps taken, the date which is the reference date in calculating such period is excluded from the calculation. If the last day of any such period is not a Business Day, such period will end on the next Business Day.

1.2.3 Headings

The inclusion of a table of contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect or be used in the construction or interpretation of this Agreement. All references in this Agreement to any “Section” are to the corresponding Section of this Agreement unless otherwise specified.

1.2.4 Currency

All monetary amounts in this Agreement, including the symbol “\$”, unless otherwise specifically indicated, are stated in **United States** currency. All calculations and estimates to be

performed or undertaken, unless otherwise specifically indicated, are to be expressed in United States currency. All payments required under this Agreement shall be paid in United States currency in immediately available funds, unless otherwise specifically indicated herein.

1.2.5 Statutory References

Unless otherwise specifically indicated, any reference to a statute in this Agreement refers to that statute and to the regulations made under that statute as in force from time to time.

1.2.6 Schedules and Exhibits

All Schedules and Exhibits attached hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement. The following Schedules and Exhibits form an integral part of this Agreement:

Schedule 1.1(aaa)	Knowledge
Schedule 1.1(ggg)	Mineral Tenures
Schedule 1.1(qqq)	Payment Obligation Agreements
Schedule 1.1(vvv)	Permits
Schedule 2.1.1(c)	Purchased Assets
Schedule 2.1.3(c)	Cal. Moss Royalty
Schedule 2.2.1	GVC Retained Vendor Deposits
Schedule 2.2.2	Purchase Price Allocation
Exhibit A	Form of Monitor's Certificate
Exhibit B	Form of Approval and Vesting Order

ARTICLE 2 PURCHASE AND SALE OF PURCHASED ASSETS

2.1 Purchase and Sale

2.1.1 Purchased Assets

Subject to the terms and conditions of this Agreement, at the Closing, the Seller shall sell, assign and transfer to the Purchaser, and the Purchaser shall purchase from the Seller, all of the right, title and interest of the Seller, if any, in and to all of the Property and undertaking of the Seller (other than the Excluded Assets), held for use in or relating to the Business, free and clear of all Claims and Liens pursuant to the Approval and Vesting Order and the Sale Recognition Order, when granted, including, but not limited to, all right, title and interest of the Seller in, to and under:

- (a) the GVC Shares;
- (b) the Business Information of the Seller, subject to Section 2.1.2; and
- (c) the assets of the Seller specifically listed in Schedule 2.1.1(c),

(collectively, the "**Purchased Assets**"),

in each case, other than the Excluded Assets.

2.1.2 Excluded Assets

Notwithstanding anything in this Agreement or in any of the Transaction Documents to the contrary, the following items (collectively, the “**Excluded Assets**”) shall not form part of the Purchased Assets:

- (a) all rights of the Seller under this Agreement, the Ancillary Agreements and any other Transaction Documents;
- (b) all records prepared in connection with the sale of the Purchased Assets to the Purchaser, all records and information in the possession of the Seller but not owned by the Seller and all corporate, financial, taxation and other records of the Seller that do not relate to the Business;
- (c) all rights, properties and other assets of the Seller other than the Purchased Assets;
- (d) any deposits of the Seller held in trust accounts to secure payment of the reasonable fees and disbursements of the Monitor, the Sales Agent and any professional advisors of GVC, the Seller or the Monitor;
- (e) following Closing, copies of any book, record, literature, list and any other written or recorded information constituting Business Information (the originals of which are to be assigned or transferred to Purchaser) which the Seller in good faith has determined prior to Closing, they are reasonably likely to need access to for *bona fide* Tax or legal purposes;
- (f) all information, materials, documents, reports and/or records, whether written or electronic, prepared by Seller’s legal counsel, whether or not prepared before or after Closing, that is attorney-client privileged and any and all attorney work product;
- (g) refunds/credits in respect of reassessments for Taxes relating to the Business or the Purchased Assets paid prior to the Closing by the Seller and any refundable Taxes payable to the Seller;
- (h) all of the Seller’s cash and cash equivalents, bank deposits, bank balances, and moneys in possession of banks, the Monitor and other depositories; and
- (i) any Contracts relating to the foregoing.

2.1.3 GVC Retained Liabilities

On the terms and subject to the conditions set forth in this Agreement, at the Closing, GVC shall only remain responsible for, and perform, discharge and pay when due, the following Liabilities (the “**GVC Retained Liabilities**”):

- (a) all Liabilities of GVC in respect of the Mineral Tenures;

- (b) all Liabilities of GVC under the Silver Creek Mineral Lease and Option Agreement;
- (c) all Liabilities of GVC in respect of Greenwood and all tenant in common owners of the Greenwood royalty burdening only the California Moss, Lot 37 patented claim (a.k.a. the Cal. Moss Royalty), as more particularly described in Schedule 2.1.3(c);
- (d) all Environmental Liabilities of GVC;
- (e) all Liabilities of GVC, other than Liabilities arising from or in connection with the Payment Obligation Agreements, with respect to the post-Closing operation of the Business or ownership of the Moss Mine;
- (f) all Liabilities of GVC under the Patriot Agreement, except to the extent vested off or disclaimed pursuant to the Approval and Vesting Order;
- (g) all Liabilities of GVC under the Nomad Agreement, except to the extent vested off or disclaimed pursuant to the Approval and Vesting Order;
- (h) all Liabilities of GVC, including Employee Costs, arising from the continued employment of the GVC Retained Employees after the Closing; and
- (i) to the extent not listed above and without duplication, all other Accounts Payable and Accrued Liabilities.

2.1.4 GVC Residual Liabilities

Except for the GVC Retained Liabilities, as of the Closing Date, GVC shall not be responsible for or obligated to pay, perform or otherwise discharge, and the Purchaser shall not assume, any Liabilities of GVC, whether present or future, known or unknown, absolute or contingent and whether or not relating to the Business or the Purchased Assets (collectively, the “**GVC Residual Liabilities**”). Pursuant to the terms of the Approval and Vesting Order, on Closing, the GVC Residual Liabilities shall be assigned to the Seller and the Seller shall assume and be responsible for or obligated to pay, perform or otherwise discharge the GVC Residual Liabilities and any and all Liens related thereto.

2.1.5 GVC Residual Assets

Pursuant to the terms of the Approval and Vesting Order, upon Closing, all of GVC’s right, title and interest in and to the GVC Residual Assets shall be transferred by GVC to, and shall vest absolutely and exclusively, without recourse, in, the Seller.

2.2 **Purchase Price**

2.2.1 Purchase Price

Pursuant to the terms and subject to the conditions set forth in this Agreement, in consideration of the sale of the Purchased Assets pursuant to the terms hereof, the Purchaser shall pay to the Seller an amount equal to [REDACTED] plus an amount equal to the unused portion of the

GVC Retained Vendor Deposits as set out in Schedule 2.2.1, which the Purchaser shall pay and deliver at the Closing in accordance with Section 2.3.2(a) (collectively, the “**Purchase Price**”).

2.2.2 Allocation of Purchase Price

The Purchase Price will be allocated among the Purchased Assets in accordance with Schedule 2.2.2, and the values so attributed to the Purchased Assets as set forth therein. The Seller and the Purchaser shall cooperate in the preparation of and execute any elections and agreements that may be necessary or desirable under any Tax Laws to give effect to the allocations described in Schedule 2.2.2, and the Seller and the Purchaser shall prepare and file their respective tax returns in a manner consistent with those allocations, elections and agreements.

2.2.3 Deposit

- (a) Pursuant to the SISP, contemporaneously with the execution and delivery of this Agreement by the Purchaser, the Purchaser has paid a refundable deposit payable to the order of the Monitor, in the amount of [REDACTED] (the “**Deposit**”).
- (b) The Deposit shall be held, pending Closing, by the Monitor in an interest bearing account with a bank.
- (c) If the transactions contemplated by this Agreement are not completed on the Closing Date by reason solely of a material breach by the Purchaser of its representations, warranties, agreements or covenants under this Agreement and the termination of the Agreement by the Seller pursuant to Section 8.1(b)(i), the Deposit and any interest earned thereon will be retained by the Monitor on behalf of the Seller as liquidated damages and not as a penalty. The entitlement of the Monitor on behalf of the Seller to retain the Deposit in such circumstances shall not limit the Seller’s right to exercise any other rights which the Seller may have against the Purchaser in respect of such default.
- (d) If the transactions contemplated by this Agreement are not completed on the Closing Date (other than by reason of a material breach by the Purchaser of its representations, warranties, agreements or covenants under this Agreement and the termination of the Agreement by the Seller pursuant to Section 8.1(b)(i)), the Deposit will be forthwith returned to the Purchaser, together with all interest earned thereon.

2.2.4 Satisfaction of Purchase Price

The Purchaser shall satisfy the Purchase Price at the Closing Date as follows:

- (a) by release of the Deposit together with all interest earned thereon to the Monitor; and
- (b) by payment to the Monitor by wire transfer of the Purchase Price less the amount set forth in Section 2.2.4(a) (the “**Closing Amount**”) to an account specified in writing by the Monitor.

No later than 2 Business Days prior to Closing, Parties will calculate and confirm with the Monitor by exchange of emails, the amount of the GVC Retained Vendor Deposits, the Purchase Price and the Closing Amount.

2.2.5 Purchase Price Adjustment

- (a) The Seller and GVC have brought a motion in the Chapter 15 Proceedings to determine the nature of Patriot's interest pursuant to the Patriot Agreement. If:
- (i) an Order is issued by the US Court determining that the nature of Patriot's interest is a personal property interest and not an interest in any real property owned by GVC (the "**Patriot Determination Order**"), and such Order becomes a Final Order on or before **June 30, 2025** (the "**Patriot Outside Date**"); or
 - (ii) an agreement, in form and substance satisfactory to the Purchaser, is reached with Patriot on or before the Patriot Outside Date to terminate the Patriot Agreement or any royalties granted thereunder,
- then the Purchaser shall pay an additional [REDACTED] to the Seller.
- (b) The Seller and GVC have brought a motion in the Chapter 15 Proceedings to determine the nature of Nomad's interest pursuant to the Nomad Agreement. If:
- (i) an Order is issued by the US Court determining that the nature of Nomad's interest is a personal property interest and not an interest in any real property owned by GVC (the "**Nomad Determination Order**"), and such Order becomes a Final Order on or before **June 30, 2025** (the "**Nomad Outside Date**"); or
 - (ii) an agreement, in form and substance satisfactory to the Purchaser, is reached with Nomad on or before the Nomad Outside Date to terminate the Nomad Agreement or any royalties granted thereunder,
- then the Purchaser shall pay an additional [REDACTED] to the Seller.
- (c) Any payments made pursuant to Section 2.2.5(a) or 2.2.5(b) shall be treated as an adjustment to the Purchase Price by the parties for Tax purposes, unless otherwise required by Law.

2.3 **Closing**

2.3.1 Place of Closing

The completion of the purchase and sale of the Purchased Assets and the assumption of the GVC Retained Liabilities (the "**Closing**") shall take place at the offices of Lawson Lundell LLP, Suite 1600, Cathedral Place, 925 W Georgia St., Vancouver, British Columbia, commencing at 10:00 a.m. local time on a mutually agreed upon date no later than two Business Days after the day upon which all of the conditions set forth under Article 7 (other than conditions to be satisfied

at the Closing, but subject to the waiver or fulfillment of those conditions) have been satisfied or, if permissible, waived by the Seller and/or the Purchaser (as applicable), or at such other place and on such other date and at such other time as shall be mutually agreed upon in writing by the Purchaser and the Seller (the day on which the Closing takes place being the “**Closing Date**”). Legal title, equitable title and risk of loss with respect to the Purchased Assets will transfer to the Purchaser, and the GVC Retained Liabilities will remain with GVC at the Closing.

2.3.2 Actions and Deliveries At Closing

At the Closing:

- (a) the Purchaser shall pay to the Monitor, on behalf of the Seller, in cash, the Closing Amount by wire transfer of immediately available funds to an account or accounts designated by the Monitor;
- (b) the Seller and the Purchaser shall deliver duly executed copies of and enter into the Ancillary Agreements to which they will be parties, respectively;
- (c) the Purchaser shall deliver the officer’s certificates required to be delivered pursuant to Section 7.2(a) and Section 7.2(b);
- (d) the Seller shall deliver the officer’s certificates required to be delivered pursuant to Section 7.3(a) and 7.3(b);
- (e) the Seller shall deliver to the Purchaser all of the Business Information in their possession or control and with respect to any Business Information that is not in their possession or control at Closing, Seller shall deliver to the Purchaser a signed letter, on the applicable Seller’s letterhead, authorizing and directing each of its contractors, agents, consultants and representatives to provide to the Purchaser all of the Business Information in their possession or control, such letter to be in form and substance to the satisfaction of the Purchaser, acting reasonably;
- (f) the Seller shall deliver a certified copy of the Approval and Vesting Order, the Sale Recognition Order; and
- (g) each Party shall deliver, or cause to be delivered, to the other any other documents reasonably requested by such other Party in order to effect, or evidence the consummation of, the transactions contemplated herein or otherwise provided for under this Agreement, provided however that all material physical or electronic deliveries required hereunder to be made by the Seller shall be at the Purchaser’s expense.

2.3.3 Delivery of the Monitor’s Certificate

When the conditions set out in Article 7 have been satisfied or waived, the Purchaser and Seller will each deliver to the Monitor written confirmation of same, following which the Monitor will deliver an executed copy of the Monitor’s Certificate to the Purchaser’s counsel in escrow upon the sole condition of receipt by the Monitor of the amount referred to in Section 2.2.1 that is required to be paid at the Closing Date. Following written confirmation of receipt by the Monitor

of such funds, the Monitor's Certificate will be released from escrow to the Purchaser. Upon such delivery, the Closing will be deemed to have occurred. Within a reasonable time thereafter, the Monitor will file a copy of the Monitor's Certificate with the Court and provide evidence of such filing to the Purchaser.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Seller as follows.

3.1 Organization and Corporate Power

- 3.1.1 The Purchaser is duly organized and validly existing under the Laws of the jurisdiction in which it is organized. The Purchaser has the requisite corporate power and authority to enter into, deliver and perform its obligations pursuant to each of the Transaction Documents to which it is or will become a party.
- 3.1.2 The Purchaser is qualified to do business as contemplated by this Agreement and the other Transaction Documents and to own or lease and operate its properties and Purchased Assets, except to the extent that the failure to be so qualified would not materially hinder, delay or impair the Purchaser's ability to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement and the Ancillary Agreements to which it is or will become a party.

3.2 Authorization; Binding Effect; No Breach

- 3.2.1 The execution, delivery and performance of each Transaction Document to which the Purchaser is a party, or is to be a party to, have been, or will be, duly authorized by the Purchaser at the time of its execution and delivery. Assuming due authorization, execution and delivery by the Seller, each Transaction Document to which the Purchaser is a party constitutes, or upon execution thereof will constitute, a valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its respective terms, except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect relating to creditors' rights generally or general principles of public policy.
- 3.2.2 The execution, delivery and performance by the Purchaser of the Transaction Documents to which the Purchaser is, or on the Closing Date will be, a party do not and will not conflict with or result in a breach of the terms, conditions or provisions of, constitute a default under, result in a violation of, or require any Consent (other than the any action by or declaration or notice to any Government Entity) pursuant to (i) the articles, charter, by-laws, partnership agreement or operating agreement of the Purchaser; (ii) any material Contract or other document to which the Purchaser is a party; or (iii) any Laws to which the Purchaser is subject, except, in the case of (ii) and (iii) above, for such defaults, violations, actions and notifications that would not individually or in the aggregate materially hinder, delay or impair the performance by the Purchaser of any of its obligations under any Transaction Document.

3.3 Brokers

Except for fees and commissions that will be paid by the Seller out of the Purchase Price, no broker, finder or investment banker is entitled to any brokerage, finder's or similar fee or commission in connection with the transactions contemplated by this Agreement and the other Transaction Documents based upon arrangements made by or on behalf of the Purchaser or any of its Affiliates.

3.4 Financing

The Purchaser has now, and at all times from the date hereof through to the Closing, will have, sufficient funds available to pay the Purchase Price and all other amounts payable under the Transaction Documents and to otherwise consummate the transactions contemplated hereby and thereby, and to pay all fees and expenses related thereto. The Purchaser acknowledges that its obligations under this Agreement and the other Transaction Documents are not subject to any conditions regarding its ability to obtain financing for any portion of the foregoing amounts.

3.5 Regulatory, Transfer and Other Approvals

Except for any notifications, Consents or approvals required from any Government Entity in respect of a change of control of GVC in connection with any Permit (the "COC Approvals"), no notice, filing, authorization, approval, Order or consent is required to be given, filed or obtained by the Purchaser to or from any Government Entity or Third Party in connection with the execution, delivery and performance by the Purchaser of this Agreement or the transactions contemplated hereby.

3.6 Investment Canada Act

The Purchaser is a "WTO Investor" within the meaning of the *Investment Canada Act*, and the regulations thereunder.

3.7 No Other Representations or Warranties

- 3.7.1 Notwithstanding anything contained in this Agreement to the contrary, the Purchaser acknowledges and agrees that neither the Seller nor any other Person (including the Sales Agent, the Monitor or any of their advisors) is making any representations or warranties whatsoever, express or implied, beyond those expressly given by the Seller in Article 4, or with respect to any other information provided to the Purchaser in connection with the transactions contemplated hereby, including as to the probable success or profitability of the use or operation of the Business, title to the Purchased Assets, the Employees, the GVC Retained Liabilities, or as to the accuracy or completeness of any information regarding any of the foregoing that the Seller, or any other Person (including the Sales Agent, the Monitor or any of their advisors), furnished or made available to the Purchaser or its representatives. The Purchaser further represents that neither the Seller nor any other Person (including the Sales Agent, the Monitor or any of their advisors) has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding the Seller, GVC, the Business or the transactions contemplated by this Agreement not expressly set forth in this Agreement, and neither the Seller nor any other Person

(including the Sales Agent, the Monitor or any of their advisors) will have or be subject to liability to the Purchaser or any other Person resulting from the distribution to the Purchaser or its representatives or the Purchaser's use of any such information, including Data Site information provided to the Purchaser or its representatives, in connection with the sale of the Business. The Purchaser acknowledges that it has conducted to its satisfaction its own independent investigation of the Business and the Purchased Assets and, in making the determination to proceed with the transactions contemplated by this Agreement, the Purchaser has relied solely on the results of its own independent investigation, the representations and warranties of the Seller set forth in Article 4 and the covenants of the Seller set forth in this Agreement.

- 3.7.2 The Purchaser acknowledges and agrees that, in determining whether to enter into this Agreement, the Purchaser (i) has had an opportunity to conduct any and all due diligence regarding the Purchased Assets, the Business, and the GVC Retained Liabilities and prior to the execution of this Agreement and that the obligations of the Purchaser are not conditional upon any additional due diligence; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Purchased Assets to be acquired and obligations and Liabilities to be assumed in entering into this Agreement; and (iii), except for the representations and warranties set out in Article 4, did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of Law or otherwise) from or by the Seller, the Sales Agent, the Monitor, or any of their Affiliates or any partner, employee, officer, director, accountant, agent, financial, legal or other representative of any of the Seller, the Sales Agent, the Monitor or any of their Affiliates, regarding the Purchased Assets to be acquired or the Liabilities to be assumed or the completeness of any information provided in connection therewith, except as expressly stated herein.

3.8 As Is Where is Transaction

The Purchaser hereby acknowledges and agrees that, except as otherwise expressly provided in Article 4 of this Agreement, the Seller make no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Purchased Assets, the Business, the Moss Mine, or the Silver Creek Exploration Property, and the ownership and operation thereof or Liabilities, including Environmental Liabilities, associated therewith, and the quantity, quality, suitability for mining or costs of mining of any mineral reserves included in the Purchased Assets. Without in any way limiting the foregoing, the Purchaser acknowledges that the Seller has not given, will not be deemed to have given and hereby disclaims any warranty, representation, covenant, express or implied, of existence, location, size or quality of any mineral deposit, or condition or fitness for any particular purpose as to any portion of the Purchased Assets. Accordingly, subject to the representations and warranties of the Seller set forth in Article 4 and the covenants of the Seller set forth in this Agreement, the Purchaser shall accept the Purchased Assets at the Closing "as is", "where is" and "with all faults". No representation is made by the Seller or by any Person (including the Sales Agent, the Monitor or any of their advisors) as to the accuracy or completeness of the Schedules and the Purchaser acknowledges and agrees that it has made its own investigation as to the content thereof.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Purchaser the matters set out below. Disclosure of a fact or matter to the Purchaser in any Schedule shall be sufficient disclosure for all purposes under this Agreement. The inclusion of any information in any Schedule (or any update) shall not be deemed to be an acknowledgement, in and of itself, that such information is required to be disclosed, is material to the Business, has resulted in or would result in a material adverse effect or is outside the Ordinary Course of Business.

4.1 Organization and Corporate Power

Each of the Seller and GVC is duly organized and validly existing under the Laws of the jurisdiction in which it is organized. Subject to the entry of the Approval and Vesting Order in the Court, and the Sale Recognition Order in the US Court, in connection with the transactions contemplated hereby and in the other Transaction Documents, each of the Seller and GVC has the requisite corporate power and authority to enter into, deliver and perform their respective obligations pursuant to each of the Transaction Documents to which it is or will become a party.

The Seller is qualified to do business as contemplated by this Agreement and the other Transaction Documents and to own or lease and operate its properties and Purchased Assets, including, in the case of GVC, the Mineral Tenures.

4.2 Authorization; Binding Effect; No Breach

4.2.1 Subject to the entry of the Approval and Vesting Order, and the Sale Recognition Order, in connection with the transactions contemplated hereby and in the other Transaction Documents, the execution, delivery and performance by the Seller and GVC of each Transaction Document to which the Seller or GVC, as applicable, is a party, or is to be a party to, have been, or will be, duly authorized at the time of its execution and delivery.

4.2.2 Subject to the entry of the Approval and Vesting Order in the Court, and the Sale Recognition Order in the US Court, in connection with the transactions contemplated hereby and in the other Transaction Documents, and assuming due authorization, execution and delivery by the Purchaser, each Transaction Document to which any Seller is a party constitutes, or upon execution thereof will constitute, a legal, valid and binding obligation of such Seller, enforceable against it in accordance with its respective terms, except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect relating to creditors' rights generally or general principles of public policy.

4.3 GST/HST Registration

The Seller is registered for the purposes of the Tax imposed under Part IX of the *Excise Tax Act* (Canada) and they shall provide to the Purchaser their registration numbers no later than 10 days prior to Closing.

4.4 Regulatory, Transfer and Other Approvals

Except for: (i) the entry of the Approval and Vesting Order and the Sale Recognition Order; (ii) the approval of the TSXV to the sale of the Purchased Assets; and (iii) any COC Notices or Approvals, to the best of the Seller's Knowledge, no notice, filing, authorization, approval, Order or Consent is required to be given, filed or obtained by any Seller to or from any Government Entity or Third Party in connection with the execution, delivery and performance by the Seller of this Agreement or the transactions contemplated hereby.

4.5 No Other Representations and Warranties

Except for the representations and warranties of the Seller contained in this Article 4, neither the Seller nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the Seller, including any representation or warranty as to the accuracy or completeness of any information regarding the Seller or GVC furnished or made available to Purchaser and its representatives or as to the future revenue, profitability or success of the Seller, GVC, the Purchased Assets, the Business, or any representation or warranty arising from statute or otherwise in Law.

ARTICLE 5 COVENANTS AND OTHER AGREEMENTS

5.1 CCAA Proceedings

- 5.1.1 The Seller and the Purchaser acknowledge that this Agreement and the transactions contemplated hereby are subject to the approval of the Court in the CCAA Proceedings and the recognition of the Court's approval by the US Court in the Chapter 15 Proceedings.
- 5.1.2 The Seller shall, and shall cause GVC to, use its commercially reasonable efforts to obtain from the Court, upon a hearing to be held on a date specified by the Court (the "**Sale Hearing**"), an order, substantially in the form attached as Exhibit B, and upon service acceptable to the Purchaser (acting reasonably):
- (a) approving the sale of the Purchased Assets to the Purchaser pursuant to this Agreement and vesting in and to the Purchaser the Purchased Assets free and clear of all Claims and Liens;
 - (b) vesting all of the GVC Residual Liabilities and GVC Residual Assets in and to the Seller and permanently enjoining and restraining all Persons from taking any Action against GVC in respect of any of the GVC Residual Liabilities (or any related Liens) or any GVC Residual Assets from and after the Closing Date;
 - (c) upon the Patriot Determination Order becoming a Final Order, deeming all Liabilities in respect of the Patriot Agreement to be GVC Residual Liabilities, and vesting out, discharging and expunging any interest Patriot may have in the Moss Mine or the GVC Retained Assets;

- (d) upon the Nomad Determination Order becoming a Final Order, deeming all Liabilities in respect of the Nomad Agreement to be GVC Residual Liabilities, and vesting out, discharging and expunging any interest Nomad may have in the Moss Mine or the GVC Retained Assets;
- (e) discharging and expunging all Liens on any of the GVC Retained Assets other than Liens in connection with any of the GVC Retained Liabilities and ordering that such Liens shall attach to the Purchase Price in the same manner and with the same priority as they did with respect to the GVC Retained Assets;
- (f) vesting out, discharging and expunging any interest any of the counterparties to the Payment Obligation Agreements may have in the Moss Mine or the GVC Retained Assets; and
- (g) extinguishing any and all equity interests in GVC other than the GVC Shares

(the “**Approval and Vesting Order**”).

- 5.1.3 The Seller shall, and shall cause GVC to, use its commercially reasonable efforts to cause the Monitor to request from the US Court, upon a hearing to be held on a date specified by the US Court, an order in form and in substance acceptable to the Purchaser, and upon service acceptable to the Purchaser (acting reasonably), recognizing and enforcing the Approval and Vesting Order in the United States (the “**Sale Recognition Order**”).
- 5.1.4 In the event that there are any other Orders required by the Court or the US Court, as applicable, in connection with the transactions contemplated hereby, including in respect of the assignment of any Contract comprising the Purchased Assets, if any, (the “**Additional Orders**”), the Seller and GVC shall have the right to seek, or request that the Monitor seek, such Additional Orders at the same time as the Approval and Vesting Order or the Sale Recognition Order, as applicable.
- 5.1.5 The Purchaser and the Seller will cooperate in obtaining entry of the Approval and Vesting Order, the Sale Recognition Order and any Additional Orders, and the Seller will deliver, or will request the Monitor to deliver, as applicable, to the Purchaser prior to service and filing, and as early in advance as is practicable to permit adequate and reasonable time for the Purchaser and its counsel to review and comment upon, copies of all proposed pleadings, motions, notices, statements, schedules, applications, reports and other material papers to be filed by the Seller, GVC or Monitor, as applicable, in connection with such motions and relief requested therein and any objections thereto.
- 5.1.6 The Purchaser, at its own expense, will promptly provide to the Seller, GVC and the Monitor all such information within its possession or under its control as the Seller, GVC or the Monitor may reasonably require to obtain the Approval and Vesting Order, the Sale Recognition Order and any Additional Orders.
- 5.1.7 In the event leave to appeal is sought, an appeal is taken or a stay pending appeal is requested with respect to the Approval and Vesting Order, the Sale Recognition Order

or any Additional Orders, the Seller shall promptly notify the Purchaser of such application for leave to appeal, appeal or stay request and shall promptly provide to the Purchaser a copy of the related notice(s) or Order(s). The Seller and the Purchaser acknowledge and agree that, in the event leave to appeal is sought with respect to the Approval and Vesting Order, the Sale Recognition Order, or any Additional Orders, the Closing Date as defined in Section 2.3.1 shall be extended until two Business Days following dismissal or abandonment of (i) the application for leave to appeal, or (ii) if leave is granted, the appeal, provided that if such dismissal or abandonment, as applicable, is not obtained on or before the three month anniversary of the date on which the Approval and Vesting Order is granted, the Purchaser may on written notice to the Seller elect to terminate this Agreement.

5.2 Cooperation

- 5.2.1 Prior to the Closing, upon the terms and subject to the conditions of this Agreement, each of the Parties shall use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, and cooperate with each other in order to do, all things necessary, proper or advisable under applicable Law to consummate the transactions contemplated by this Agreement as soon as practicable, including the preparation and filing of all forms, registrations and notices required to be filed to consummate the Closing, making witnesses available in the Court or the US Court, as applicable, or by declaration, as necessary, in obtaining the entry of the Approval and Vesting Order and the Sale Recognition Order, and the taking of such actions as are necessary to obtain any requisite Consent; provided, however, at no time shall the Seller be obligated to make any payment or deliver anything of value to the Purchaser or any Third Party (other than filing with and payment of any application fees to Government Entities, all of which shall be paid or reimbursed by the Purchaser unless otherwise provided herein) or to the Purchaser in order to obtain any Consent.
- 5.2.2 The Seller and the Purchaser shall promptly notify the other of the occurrence, to such Party's Knowledge, of any event or condition, or the existence, to such Party's Knowledge, of any fact, that would reasonably be expected to result in (i) any of the conditions set forth in Article 7 not being satisfied; or (ii) any of the representations and warranties in Article 3 or Article 4 not being true and correct.
- 5.2.3 The Purchaser and the Seller acknowledge and agree that time is of the essence in effecting the Closing and otherwise consummating the transactions contemplated herein, and that it will promptly and timely provide written requests, execute and deliver all required documents and materials and use commercially reasonable efforts to perform all necessary and required actions, including to obtain the Transfer Approvals for Permits from appropriate Government Entities.

5.3 Pre-Closing Access to Information

- 5.3.1 Prior to the Closing, the Seller shall, and shall cause GVC to, (a) give the Purchaser and its authorized representatives, upon advance notice and during regular business hours, access to all books, records, reports, plans, certificates, files, documents and information related to the Purchased Assets, personnel, officers and other facilities and properties of the Business; and (b) permit the Purchaser to make such copies and

inspections thereof, upon advance notice and during regular business hours, as the Purchaser may reasonably request; provided, however, that any such access shall be conducted at Purchaser's expense, in accordance with Law (including any applicable Bankruptcy Law), under the supervision of the personnel of the Seller or GVC, as applicable, and in such a manner as to maintain confidentiality and not to interfere with the normal operations of the business of the Seller or GVC, as applicable.

- 5.3.2 Notwithstanding Section 5.3.1, neither the Seller nor GVC shall be required to disclose any information, records, files or other data to the Purchaser where prohibited by any Laws or which would result in the disclosure of any trade secrets of Third Parties or violate any obligation of the Seller or GVC to a Third Party or that would have the effect of causing the waiver of any solicitor-client privilege or subsisting agreement of confidentiality.

5.4 Confidentiality

- 5.4.1 Prior to the Closing, the Purchaser shall keep confidential all information disclosed to it by the Seller, GVC or their respective agents relating to the Seller, GVC or the Business except information which:
- (i) is part of the public domain;
 - (ii) becomes part of the public domain other than as a result of a breach of these provisions by the Purchaser; or
 - (iii) was received in good faith from an independent Person who was lawfully in possession of such information free of any obligation of confidence.

Such information is confidential and proprietary to the Seller and GVC, as applicable, and the Purchaser shall only disclose such information to its affiliates those of its and its affiliates, directors, officers, employees and representatives of its advisors who need to know such information for the purposes of evaluating and implementing the transaction contemplated in this Agreement and to the applicable Government Entities to the extent necessary to obtain any Transfer Approvals. Notwithstanding the foregoing, the Purchaser shall keep confidential all Personal Information disclosed to it by the Seller, GVC or their respective agents and will not disclose the Personal Information except in accordance with applicable Law. If this Agreement is terminated without completion of the transactions contemplated by this Agreement, the Purchaser shall promptly return all documents, work papers and other written material (including all copies) obtained from the Seller or GVC, as applicable, in connection with this Agreement, and not previously made public and shall continue to maintain the confidence of all such information.

- 5.4.2 After the Closing, the Seller shall keep confidential all Personal Information it disclosed to the Purchaser and all information relating to the Business, except information which:
- (i) is part of the public domain;

- (ii) becomes part of the public domain other than as a result of a breach of these provisions by the Seller; or
- (iii) was received in good faith after Closing from an independent Person who was lawfully in possession of such information free of any obligation of confidence.

5.5 Public Announcements

Prior to the Closing and except as necessary for the Party to make any filing with the Court or the US Court, as applicable, to obtain approval of the transactions contemplated by this Agreement and upon 48 hours advance notice of such public announcement or press release, no Party shall issue any press release or public announcement concerning this Agreement or the transactions contemplated by this Agreement without obtaining the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed, unless, in the reasonable judgment of the Purchaser or the Seller, disclosure is otherwise required by applicable Law (including the Securities Laws), the CCAA, Chapter 15, the Court or the US Court with respect to filings to be made with the Court or the US Court in connection with this Agreement or by the Securities Laws of the Securities Commissions or any stock exchange on which the Purchaser or the Seller lists securities, provided that the Party intending to make such release shall use commercially reasonable efforts consistent with such applicable Law and the Court or US Court requirement to consult with the other Party with respect to the text thereof.

5.6 Further Actions

From and after the Closing Date, each of the Parties shall execute and deliver such documents and other papers and take such further actions as may reasonably be required to carry out the provisions of this Agreement and give effect to the transactions contemplated herein, including the execution and delivery of such assignments, deeds and other documents as may be necessary to transfer any Purchased Assets as provided in this Agreement; provided that the Seller shall not be obligated to make any payment or deliver anything of value to any Third Party (other than filing with and payment of any application fees to Government Entities, all of which shall be paid or reimbursed by the Purchaser unless otherwise specified herein) or the Purchaser in order to obtain any Consent to the transfer of Purchased Assets.

5.7 Transaction Expenses

Except as otherwise provided in this Agreement or the Ancillary Agreements, each of the Purchaser and the Seller shall bear their own costs and expenses (including brokerage commissions, finders' fees or similar compensation, and legal fees and expenses) incurred in connection with this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby. Without limiting the foregoing, the Purchaser shall pay all costs associated with obtaining any required Consents.

5.8 Employees

- 5.8.1 No less than 10 Business Days prior to the Closing Date, the Purchaser shall provide the Seller with a list of Employees whose employment with GVC shall be terminated by GVC (the "**Identified Employees**"). Forthwith upon receipt of this list and prior

to the Closing Date, GVC shall terminate the employment of all of the Identified Employees and confirm same to the Purchaser. All remaining Employees as at the Closing Date shall be referred to as the “**GVC Retained Employees**”.

- 5.8.2 The Seller shall pay and be responsible for all Employee Costs in respect of all Employees other than the GVC Retained Employees, and the Purchaser shall not assume and shall have no responsibility for the Employee Costs of any Employees other than the GVC Retained Employees.

5.9 Certain Payments or Instruments Received from Third Parties

To the extent that, after the Closing Date, (a) the Purchaser receives any payment or instrument that is for the account of the Seller according to the terms of this Agreement, the Purchaser shall promptly deliver such amount or instrument to the Seller; and (b) the Seller receives any payment that is for the account of the Purchaser according to the terms of this Agreement or relates to the Business, such Seller shall hold such payment in trust for the Purchaser and promptly deliver such amount or instrument to the Purchaser. All amounts due and payable under this Section 5.9 shall be due and payable by the applicable Party in the form received, or if payment in such form is not possible, in immediately available funds, by wire transfer to the account designated in writing by the relevant Party. Notwithstanding the foregoing, each Party hereby undertakes to use commercially reasonable efforts to direct or forward all bills, invoices or like instruments to the appropriate Party.

5.10 Notification of Certain Matters

The Seller shall give written notice to the Purchaser and the Purchaser shall give written notice to the Seller, as applicable, promptly after becoming aware of (a) the occurrence of any event, which would be likely to cause any condition set forth in Article 7 to be unsatisfied in any material respect at any time from the date hereof to the Closing Date; or (b) any notice or other communication from (i) any Person alleging that the Consent of such Person is or may be required in connection with any of the transactions contemplated by this Agreement; or (ii) any Government Entity in connection with any of the transactions contemplated by this Agreement; provided, however, that the delivery of any notice pursuant to this Section 5.10 shall not limit or otherwise affect the remedies available hereunder to the Seller or the Purchaser.

ARTICLE 6 TAX MATTERS

6.1 Transfer Taxes

- 6.1.1 The Parties agree that the Purchase Price is exclusive of any Transfer Taxes. Subject to Section 5.7 and Section 6.2, the Purchaser shall at the Closing pay to the Seller, all applicable Transfer Taxes that are properly payable by Purchaser or Seller under applicable Law in connection with this Agreement and the transactions contemplated herein and the other Transaction Documents and the transactions contemplated therein. The Purchaser shall indemnify and save harmless the Seller from and against any Tax that may be imposed on, claimed from or demanded of the Seller, GVC, or the Purchaser, including as a result of the transactions contemplated hereby or as a

result of any elections made or omitted to be made under this Article 6 or any refusal of any Government Entity to accept any such election. The Seller and Purchaser hereby waive compliance with all “bulk sales,” “bulk transfer” and similar Laws (including any withholding requirements thereunder) that may be applicable with respect to the sale and transfer of any or all of the Purchased Assets to the Purchaser.

- 6.1.2 If the Purchaser wishes to claim any exemption relating to, or a reduced rate of, Transfer Taxes, in connection with this Agreement or the transactions contemplated herein or the other Transaction Documents and the transactions contemplated therein, the Purchaser shall be solely responsible for ensuring that such exemption or election applies and, in that regard, shall provide the Seller prior to Closing with its permit number, GST/HST number, or other similar registration numbers and/or any appropriate certificate of exemption, election and/or other document or evidence to support the claimed entitlement to such exemption or reduced rate by the Purchaser. The Seller shall make commercially reasonable efforts to cooperate to the extent necessary to obtain any such exemption or reduced rate.

6.2 Tax Elections

At the Purchaser’s sole expense, the Purchaser and each Seller shall, where such election is available under applicable Law, jointly execute an election under Section 167 of Part IX of the *Excise Tax Act* (Canada) in the forms prescribed for such purposes such that the sale of the Purchased Assets by the applicable Seller will take place without payment of any GST/HST. The Purchaser shall file the election forms referred to above with the proper Tax Authority, together with the Purchaser’s GST/HST return for its GST/HST reporting period during which the transaction of purchase and sale contemplated herein occurs. Notwithstanding such election, in the event that it is determined by the CRA that there is a GST/HST liability of the Purchaser to pay GST/HST on all or part of the Purchased Assets sold pursuant to this Agreement, the Parties agree that such GST/HST, as the case may be, shall, unless already collected from the Purchaser and remitted by the applicable Seller, be forthwith remitted by the Purchaser to the CRA, as the case may be. If it is determined that the elections are not available, the applicable Seller agrees to provide reasonable cooperation to the Purchaser to expedite the Purchaser’s claims for input tax credits, input tax refunds or rebates of GST/HST. Regardless of whether an election is made pursuant to this Section 6.2, the Seller agrees that it shall collect no GST/HST in respect of any real property acquired by the Purchaser.

6.3 Tax Characterization of Payments Under This Agreement

The Seller and the Purchaser agree to treat all indemnity payments made subsequent to the Closing either to or for the benefit of the other Party under this Agreement as adjustments to the Purchase Price for Tax purposes and that such treatment shall govern for purposes hereof to the extent permitted under applicable Tax Law. Any adjustments to the Purchase Price shall be allocated to the property most closely related to the adjustment.

6.4 Records

- 6.4.1 After the Closing Date, the Purchaser and the Seller will make available to the other, as reasonably requested, and to any Tax Authority, all information, records or documents relating to Liability for Taxes with respect to the Purchased Assets, the

Business for all periods prior to or including the Closing Date, and will preserve such information, records or documents until the expiration of any applicable statute of limitations or extensions thereof. In the event that one Party needs access to records in the possession of the other Party relating to any of the Purchased Assets, the Business for purposes of preparing Tax Returns or complying with any Tax audit request, subpoena or other investigative demand by any Tax Authority, or for any other legitimate Tax-related purpose not injurious to the other Party, the other Party will allow representatives of the first Party access to such records during regular business hours at the other Party's place of business for the sole purpose of obtaining information for use as aforesaid and will permit the other Party to make extracts and copies thereof as may be necessary or convenient. The obligation to cooperate pursuant to this paragraph shall terminate at the time the relevant applicable statute of limitations expires (giving effect to any extension thereof).

- 6.4.2 The Purchaser shall take all reasonable steps to preserve and keep the books and records of the Seller and the Business delivered to it in connection with the completion of the transactions contemplated by this Agreement, including in respect of the conduct of the Business prior to the date of the Initial Order, for a period of six years from the Closing Date, or for any longer period as may be required by any Law or Government Entity and shall make such records available to the Seller, the Monitor, or any trustee in bankruptcy of the Seller on a timely basis, as may be required by them in connection with any administrative or legal proceeding that may be initiated by, on behalf of, or against the Seller.

ARTICLE 7 CONDITIONS TO THE CLOSING

7.1 Conditions to Each Party's Obligation

The Parties' obligation to effect the Closing is subject to the satisfaction or the express written waiver of the Parties, at or prior to the Closing, of the following conditions:

- (a) there shall be in effect no Law or Order prohibiting the consummation of the transactions contemplated hereby that has not been withdrawn or terminated;
- (b) none of the Parties nor any of their respective directors, officers, employees or agents, will be a defendant or third party to or threatened with any litigation or proceedings before any Government Entity which could prevent or restrict that Party from performing any of its obligations in this Agreement or any Transaction Document; and
- (c) the Approval and Vesting Order and the Sale Recognition Order shall have been entered, in form and substance acceptable to the Purchaser and the Seller, and shall have become a Final Order.

7.2 Conditions to the Seller's Obligation

The Seller's obligation to effect the Closing shall be subject to the fulfillment (or express written waiver by the Seller), at or prior to the Closing, of each of the following additional conditions:

- (a) each representation and warranty contained in Article 3 shall be true and correct (i) as if restated on and as of the Closing Date; or (ii) if made as of a date specified therein, as of such date. The Seller shall have received a certificate of the Purchaser to such effect signed by a duly authorized officer thereof;
- (b) the covenants, obligations, and agreements contained in this Agreement to be complied with by the Purchaser on or before the Closing shall have been complied with in all material respects. The Seller shall have received a certificate of the Purchaser to such effect signed by a duly authorized officer thereof;
- (c) the Seller shall have received the TSXV's approval of the sale of the Purchased Assets; and
- (d) each of the deliveries required to be made to the Seller pursuant to Section 2.3.2 shall have been so delivered.

7.3 Conditions to Purchaser's Obligation

The Purchaser's obligation to effect the Closing shall be subject to the fulfillment (or express written waiver by the Purchaser), at or prior to the Closing, of each of the following additional conditions:

- (a) each representation and warranty contained in Article 4 shall be true and correct (i) as if restated on and as of the Closing Date; or (ii) if made as of a date specified therein, as of such date. The Purchaser shall have received a certificate of each Seller to such effect signed by a duly authorized officer thereof;
- (b) the covenants, obligations and agreements contained in this Agreement to be complied with by the Seller on or before the Closing shall have been complied with in all material respects. The Purchaser shall have received a certificate of each Seller to such effect signed by a duly authorized officer thereof;
- (c) none of the Purchased Assets or GVC Retained Assets, or any part thereof, that are material to the Moss Mine or the Business: (i) shall have been condemned or taken by eminent domain, or subject to any proceedings for condemnation or taking by eminent domain; or (ii) shall have been damaged or destroyed, whether by fire or other casualty;
- (d) each of the deliveries required to be made to the Purchaser pursuant to Section 2.3.2 shall have been so delivered; and
- (e) Trisura Specialty Insurance Company shall have provided the Purchaser with a written acknowledgement (in form and substance satisfactory to the Purchaser in

its sole and unfettered discretion) that it will not terminate any reclamation bonding provided by it to GVC (and any related arrangements) upon the change of control of GVC on Closing.

7.4 No Condition for Change of Control Approvals

Closing shall not be conditioned on or delayed as a result of not having obtained an applicable COC Approval prior to the Closing. In the event that the Closing has occurred without an applicable COC Approval having been obtained, the Parties shall work cooperatively, at the Purchaser's cost, to use commercially reasonable efforts to, make all such filings and do all such things as is required to obtain such COC Approval.

ARTICLE 8 TERMINATION

8.1 Termination

This Agreement may be terminated at any time prior to the Closing:

- (a) by mutual written consent of the Seller and the Purchaser;
- (b) by either the Seller or the Purchaser, upon written notice to the other:
 - (i) in the event of a material breach by such other Party of such other Party's representations, warranties, agreements or covenants set forth in this Agreement, which breach (A) would result in a failure of the conditions to Closing set forth in Section 7.2 or Section 7.3, as applicable; and (B) is not cured within seven days from receipt of a written notice from the non-breaching Party;
 - (ii) if a Government Entity issues an Order prohibiting the transactions contemplated hereby;
 - (iii) if the Approval and Vesting Order or the Sale Recognition Order is not entered on or before the day that is 60 days following the date of this Agreement; or
 - (iv) notwithstanding Section 5.1.7, if the Closing does not take place on or before **December 31, 2024**;

provided, however, that the right to terminate this Agreement pursuant to Section 8.1(b)(ii) shall not be available to any Party whose breach hereof has been the principal cause of, or has directly resulted in, the event or condition purportedly giving rise to a right to terminate this Agreement under such clauses.

8.2 Effects of Termination

If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under or pursuant to this Agreement shall terminate without further Liability of any Party to the other except for the provisions of (a) Section 2.2.3 (Deposit); (b) Section 5.4 (Confidentiality); (c)

Section 5.5 (Public Announcements); (d) 5.7 (Transaction Expenses); (e) Section 8.2 (Effects of Termination); (f) Section 10.1 (Monitor's Capacity); (g) Section 10.6 (Third Party Beneficiaries); (h) Section 10.2 (Releases); (i) Section 10.8 (Successors and Assigns); (j) Section 10.9 (Governing Law; Submission to Jurisdiction); and (k) Section 10.10 (Notices), provided that in the circumstance where the Agreement is terminated pursuant to Section 8.1(b)(i), the defaulting Party shall not be released from Liability under this Agreement.

ARTICLE 9 POST-CLOSING ACCESS AND COVENANTS

9.1 General Post-Closing Access to the Purchased Assets

In addition to the other provisions hereof granting to the Seller access to the Moss Mine after the Closing Date for certain specified purposes, the Parties agree that upon reasonable prior notice to Purchaser, the Seller will be given reasonable access to the Moss Mine and to the other Purchased Assets as necessary to enable the Seller to carry out or respond to reporting requirements of Government Entities, removal of Excluded Assets from the Moss Mine, ongoing tax and accounting functions and obligations, and other activities of the Seller with respect to the sale of the Purchased Assets and the winding down of the Seller's responsibilities with respect thereto. All such activities of the Seller will be conducted in a manner which complies with Purchaser's safety and operating procedures, solely at the Seller's sole risk and responsibility and in a manner which will not interfere unreasonably with the activities of Purchaser.

9.2 Post-Closing Pursuit of Determination Orders

From and after Closing, at the expense of Seller, the Purchaser shall, and shall cause GVC to, cooperate with the Seller, and use commercially reasonable efforts, to:

- (a) seek and obtain the Patriot Determination Order and the Nomad Determination Order; or
- (b) enter into such agreements with Patriot and Nomad as contemplated under Section 2.2.5(a)(ii) and Section 2.2.5(b)(ii), as applicable,

on or before the Patriot Outside Date and the Nomad Outside Date, as applicable. Upon receipt of any such Order or upon the execution of any such agreement, as applicable, the Purchaser shall promptly notify the Seller and make any payment to the Seller that is required under Section 2.2.5.

ARTICLE 10 MISCELLANEOUS

10.1 Monitor's Capacity

The Purchaser acknowledges and agrees that the Monitor, acting in its capacity as the Monitor of the Seller and GVC in the CCAA Proceedings, will have no Liability in connection with this Agreement whatsoever in its capacity as Monitor, in its personal or corporate capacity or otherwise.

10.2 Release

At the Closing Date or upon termination of this Agreement, the Purchaser releases the Monitor, the Sales Agent, and any of their respective Affiliates and any partner, employee, officer, director, accountant, agent, financial, legal or other representative of the Monitor or the Sales Agent, as applicable, from any and all Claims, known or unknown, that the Purchaser may have against such Person relating to, arising out of, or in connection with the negotiation and execution of this Agreement, the transactions contemplated hereunder and any proceedings commenced with respect to or in connection therewith, except in respect of the return of the Deposit.

10.3 Survival of Representations and Warranties or Covenants

- 10.3.1 No representations, warranties, covenants or agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive beyond the Closing Date unless expressly provided for herein or therein.
- 10.3.2 With respect to Claims against any Seller or against the Purchaser, no Claim of any nature whatsoever for breach of such representations or warranties may hereunder be made, or Action instituted with respect thereto, after the Closing Date.
- 10.3.3 Notwithstanding the foregoing, the covenants and agreements that by their terms are to be satisfied after the Closing Date shall survive until satisfied in accordance with their terms.

10.4 Purchaser Disclosure Supplements

From time to time prior to the Closing, the Purchaser shall have the right to supplement or amend the Schedules hereto with respect to any matter that, if existing, occurring or known at the date of this Agreement, would have been required to be set forth or described in the respective Schedules; provided that such supplements and amendments do not, in the opinion of the Monitor and Maverix Metals Inc. (“Maverix”), each acting reasonably, materially prejudice Maverix, as secured lender of the Seller and of GVC. The Schedules shall be deemed amended by all such supplements and amendments for all purposes.

10.5 Remedies

No failure to exercise, and no delay in exercising, any right, remedy, power or privilege under this Agreement by any Party will operate as a waiver of such right, remedy, power or privilege, nor will any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise of such right, remedy, power or privilege or the exercise of any other right, remedy, power or privilege.

10.6 No Third-Party Beneficiaries

- 10.6.1 Except as set forth in Section 10.6.2, this Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

10.6.2 The Parties hereby designate the Monitor and the Sales Agent as third party beneficiaries of Section 3.7, 3.8, 10.1 and 10.2.

10.7 Consent to Amendments; Waivers

No Party shall be deemed to have waived any provision of this Agreement or any of the other Transaction Documents unless such waiver is in writing, and then such waiver shall be limited to the circumstances set forth in such written waiver. This Agreement and the ancillary documents shall not be amended, altered or qualified except by an instrument in writing signed by all the Parties hereto or thereto, as the case may be; provided that such amendments, alterations or qualifications do not, in the opinion of the Monitor and Maverix, each acting reasonably, materially prejudice Maverix, as secured lender of the Seller and of GVC.

10.8 Successors and Assigns

Except as otherwise expressly provided in this Agreement, all representations, warranties, covenants and agreements set forth in this Agreement or any of the Ancillary Agreements by or on behalf of the Parties thereto will be binding upon and inure to the benefit of such Parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any Party without the prior written consent of, in the case of the Seller, the Purchaser, and in the case of the Purchaser, the Seller, which consent may be withheld in such Party's sole discretion, except for assignment by the Purchaser to an Affiliate of the Purchaser (provided that the Purchaser remains liable jointly and severally with its assignee Affiliate for the assigned obligations to the Seller).

10.9 Governing Law; Submission to Jurisdiction

10.9.1 Any questions, claims, disputes, remedies or Actions arising from or related to this Agreement, and any relief or remedies sought by any Parties, shall be governed exclusively by the Laws of the Province of British Columbia and the federal laws of Canada applicable therein without regard to the rules of conflict of laws applied therein or any other jurisdiction.

10.9.2 To the fullest extent permitted by applicable Law, each Party (i) agrees that any Claim, Action or proceeding by such Party seeking any relief whatsoever arising out of, or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in the Court; (ii) agrees to submit to the non-exclusive jurisdiction of the Court for purposes of all legal proceedings arising out of, or in connection with, this Agreement or the transactions contemplated hereby; (iii) waives and agrees not to assert any objection that it may now or hereafter have to the laying of the venue of any such Action brought in such a Court or any Claim that any such Action brought in such a Court has been brought in an inconvenient forum; (iv) agrees that mailing of process or other papers in connection with any such Action or proceeding in the manner provided in Section 10.10 or any other manner as may be permitted by Law shall be valid and sufficient service thereof; and (v) agrees that a judgment in any such Action or proceeding, once finally determined, settled or adjudicated, and all rights to appeal, if any have been exhausted or have expired, shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

10.10 Notices

All demands, notices, communications and reports provided for in this Agreement shall be deemed given if in writing and delivered, if sent by facsimile, electronic mail, courier or sent by reputable overnight courier service (delivery charges prepaid) to any Party at the address specified below, or at such other address, to the attention of such other Person, and with such other copy, as the recipient Party has specified by prior written notice to the sending Party pursuant to the provisions of this Section 10.10.

- (a) If to the Purchaser, to:

EG Acquisition LLC

Attention: Daniel J. Weiner
Email: legal@wexford.com

With copy (which shall not constitute notice) to counsel to the Purchaser:

Davies Ward Phillips & Vineberg LLP
150 Wellington St. W.
Toronto, ON M5V J7

Attention: Robin B. Schwill
Email: rschwill@dwpv.com

- (b) If to the Seller, to:

Elevation Gold Mining Corp.
c/o Maxis Law Corporation
Suite 910 - 800 West Pender Street
Vancouver, BC V6C 2V6

Attention: Tim Swendseid
Email: tim@elvtgold.com

With copy (which shall not constitute notice) to counsel to the Seller:

Lawson Lundell LLP
1600 - 925 West Georgia Street
Vancouver, British Columbia
Canada V6C 0L2

Attention: Alexis Teasdale
Email: ateasdale@lawsonlundell.com

With a copy to the Monitor:

KSV Restructuring Inc.
 220 Bay Street, Suite 1300, Box 20
 Toronto, Ontario
 Canada M5J 2W4

Attention: Bobby Kofman / Jason Knight
 Email: bkofman@ksvadvisory.com / jknight@ksvadvisory.com

and a copy to counsel to the Monitor:

Fasken Martineau DuMoulin LLP
 500 Burrard Street, Suite 2900
 Vancouver, British Columbia
 Canada V6C 0A3

Attention: Kibben Jackson / Mishaal Gill
 Email: kjackson@fasken.com / mgill@fasken.com

With a copy to the Sales Agent:

INFOR Financial Inc.
 200 Bay Street, Suite 2350
 Toronto, Ontario
 Canada M5J2J2

Attention: Neville Dastoor
 Email: ndastoor@inforfg.com

10.10.2 Any such demand, notice, communication or report shall be deemed to have been given pursuant to this Agreement when delivered personally, when confirmed if by facsimile transmission or electronic mail, or on the calendar day after deposit with a reputable overnight courier service, as applicable.

10.11 Counterparts

The Parties may execute and deliver this Agreement in two or more counterparts (no one of which need contain the signatures of all Parties), including facsimile or scanned PDF document, with the same effect as if all Parties had executed and delivered the same copy, each of which will be deemed an original and all of which together will constitute one and the same instrument.

10.12 No Presumption

The Parties agree that this Agreement was negotiated fairly among them at arm's length and that the final terms of this Agreement are the product of the Parties' negotiations. Each Party represents and warrants that it has sought and received experienced legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The Parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed

against a Party on the grounds that such Party drafted or was more responsible for drafting the provisions.

10.13 Severability

If any provision, clause, or part of this Agreement, or the application thereof under certain circumstances, is held invalid, illegal or incapable of being enforced in any jurisdiction, (i) as to such jurisdiction, the remainder of this Agreement or the application of such provision, clause or part under other circumstances; and (ii) as for any other jurisdiction, any provision of this Agreement, shall not be affected and shall remain in full force and effect, unless, in each case, such invalidity, illegality or unenforceability in such jurisdiction materially impairs the ability of the Parties to consummate the transactions contemplated by this Agreement or to carry out the intent of this Agreement. Upon such determination that any clause or other provision is invalid, illegal or incapable of being enforced in such jurisdiction, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated or carried out as originally contemplated to the greatest extent legally possible including in such jurisdiction.

10.14 Entire Agreement

This Agreement and the Ancillary Agreements set forth the entire understanding of the Parties relating to the subject matter thereof, and all prior or contemporaneous understandings, agreements, representations and warranties, whether written or oral, are superseded by this Agreement and the Ancillary Agreements, and all such prior or contemporaneous understandings, agreements, representations and warranties are hereby terminated. In the event of any irreconcilable conflict between this Agreement and any of the Ancillary Agreements, the provisions of this Agreement shall prevail, regardless of the fact that certain Ancillary Agreements may be subject to different governing Laws (unless the Ancillary Agreement expressly provides otherwise).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement of Purchase and Sale as of the date first written above.

SELLER:

ELEVATION GOLD MINING CORPORATION

By: Tim J. Swendseid
Name: Tim Swendseid
Title: Chief Executive Officer

PURCHASER:

EG ACQUISITION LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have duly executed this Agreement of Purchase and Sale as of the date first written above.

SELLER:

ELEVATION GOLD MINING CORPORATION

By: _____
Name:
Title:

PURCHASER:

EG ACQUISITION LLC

By: ^{Signed by:}
Daniel J. Weiner

Name: Daniel J. Weiner
Title: Vice President and Assistant Secretary

Prepared: R. Schwill (Davies), C. Consoli (May Potenza Baran & Gillespie)
Approved: C. Davidson/ P. Jacobi/ A. Leisman

Schedule 1.1(aaa)**Knowledge**

- A. Tim Swendseid – Chief Executive Officer, Elevation Gold Mining Corporation
- B. William Dean – Chief Financial Officer, Elevation Gold Mining Corporation

Schedule 1.1(ggg)**Mineral Tenures****I. Moss Mine Patented Mining Claims (owned by Golden Vertex Corp, acquired from Patriot Gold Corp. by Special Warranty Deed dated May 25, 2016 and recorded on May 26, 2016 at Fee No. 2016023498, Official Records of Mohave County, Arizona) (the "Moss Mine Patented Claims")**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MOHAVE, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

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, 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 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. Ivanhoe Patented Mining Claims (owned by Golden Vertex Corp, acquired from Georgianna Constantino, surviving Trustee of the Thomas F. Constantino and Georgianna Constantino Revocable Trust u/t/d August 16, 2016 by General Warranty Deed dated June 14, 2016 and recorded on June 17, 2016 at Fee No. 2016027075, Official Records of Mohave County, Arizona) (the "Ivanhoe Patented Claims")

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MOHAVE, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1: (APN: 221-07-005 and 221-08-001)

The IVANHOE NO. 1, IVANHOE NO. 2, IVANHOE NO. 3, and IVANHOE FRACTION; NANCY LEE NO. 1, NANCY LEE NO. 2, and NANCY LEE FRACTION, PATENTED MINING CLAIMS in the San Francisco Mining District, Survey No. 3262, situate in Sections 8 and 9, Township 19 North, Range 20 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

EXCEPT that portion of the NANCY LEE FRACTION lying within the Alpha and Thelma Patented Lode Claims, Survey No. 2737.

III. McCullough Patented Mining Claims (owned by Golden Vertex Corp, acquired from Paul N. Hurns and Debra L. Hurns, Co-Trustees of the Hurns Family Trust, dated July 23, 2013 by Warranty Deed dated March 31, 2021 and recorded on April 7, 2021 at Fee No. 2021025512, Official Records of Mohave County, Arizona) (the "McCullough Patented Claims")

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MOHAVE, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1: (APN: 221-05-001 and 221-04-002)

The following patented lode mining claims located in the San Francisco Mining District, being shown on Mineral Survey No. 3349 on file in the Bureau of Land Management, as granted by

Patent recorded in Book 30 of Deeds, Page 568 and situate in Sections 4 and 5, Township 19 North, Range 20 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona:

Buckeye, Grace Jr., Keynote, Keynote Fraction, Hardy, John McCullough, Little Horse, Mascott, McCullough Fraction and McKenzie.

IV. Unpatented Mining Claims (owned by Golden Vertex Corp.) (the "GVC Claims")

Unpatented mining claims situated in the San Francisco (Oatman, Gold Road, Boundary Cone) Mining District in Sections 13, 14, 23, 24, 25, 26, 35, and 36, Township 20 North, Range 21 West; Sections 19, 20, 21, 28, 29, 30, 31 and 32, Township 20 North, Range 20 West; and Sections 3, 4 and 5, Township 19 North, Range 20 West; G&SRB&M, Mohave County, Arizona, the names of which, the place of record of the location notices and amendments thereof in the records of the Mohave County, Arizona Recorder, and the serial numbers assigned by the Arizona State Office of the Bureau of Land Management, are as follows:

No.	Name of Claim	Fee No.	BLM Legacy Serial No.
1	GVC 1	2011034906	AMC408939
2	GVC 2	2011034907	AMC408940
3	GVC 3	2011034908	AMC408941
4	GVC 4	2011034909	AMC408942
5	GVC 5	2011034910	AMC408943
6	GVC 6	2011034911	AMC408944
7	GVC 7	2011034912	AMC408945
8	GVC 8	2011034913	AMC408946
9	GVC 9	2011034914	AMC408947
10	GVC 10	2011034915	AMC408948
11	GVC 11	2011034916	AMC408949
12	GVC 12	2011034917	AMC408950
13	GVC 13	2011034918	AMC408951
14	GVC 14	2011034919	AMC408952
15	GVC 15	2011034920	AMC408953
16	GVC 16	2011034921	AMC408954
17	GVC 17	2011034922	AMC408955
18	GVC 18	2011034923	AMC408956
19	GVC 19	2011034924	AMC408957
20	GVC 20	2011034925	AMC408958
21	GVC 21	2011034926	AMC408959
22	GVC 22	2011034927	AMC408960
23	GVC 23	2011034928	AMC408961
24	GVC 24	2011034929	AMC408962
25	GVC 25	2011034930	AMC408963
26	GVC 26	2011034931	AMC408964
27	GVC 27	2011034932	AMC408965
28	GVC 28	2011034933	AMC408966

No.	Name of Claim	Fee No.	BLM Legacy Serial No.
29	GVC 29	2011034934	AMC408967
30	GVC 30	2011034935	AMC408968
31	GVC 31	2011034936	AMC408969
32	GVC 33	2011034938	AMC408971
33	GVC 34	2011034939	AMC408972
34	GVC 35	2011034940	AMC408973
35	GVC 36	2011034941	AMC408974
36	GVC 37	2011034942	AMC408975
37	GVC 38	2011034943	AMC408976
38	GVC 39	2011034944	AMC408977
39	GVC 40	2011034945	AMC408978
40	GVC 41	2011034946	AMC408979
41	GVC 42	2011034947	AMC408980
42	GVC 43	2011034948	AMC408981
43	GVC 44	2011034949	AMC408982
44	GVC 45	2011034950	AMC408983
45	GVC 46	2011034951	AMC408984
46	GVC 47	2011034952	AMC408985
47	GVC 48	2011034953	AMC408986
48	GVC 49	2011034954	AMC408987
49	GVC 50	2011034955	AMC408988
50	GVC 51	2011034956	AMC408989
51	GVC 52	2011034957	AMC408990
52	GVC 53	2011034958	AMC408991
53	GVC 54	2011034959	AMC408992
54	GVC 55	2011034960	AMC408993
55	GVC 56	2011034961	AMC408994
56	GVC 57	2011034962	AMC408995
57	GVC 58	2011034963	AMC408996
58	GVC 59	2011034964	AMC408997
59	GVC 60	2011034965	AMC408998
60	GVC 61	2011034966	AMC408999
61	GVC 62	2011034967	AMC409000
62	GVC 63	2011034968	AMC409001
63	GVC 64	2011034969	AMC409002
64	GVC 65	2011034970	AMC409003
65	GVC 67	2011034971	AMC409004
66	GVC 68	2011034972	AMC409005
67	GVC 69	2011034973	AMC409006
68	GVC 70	2011034974	AMC409007
69	GVC 71	2011034975	AMC409008
70	GVC 72	2011034976	AMC409009
71	GVC 73	2011034977	AMC409010
72	GVC 74	2011034978	AMC409011

No.	Name of Claim	Fee No.	BLM Legacy Serial No.
73	GVC 75	2011034979	AMC409012
74	GVC 76	2011034980	AMC409013
75	GVC 77	2011034981	AMC409014
76	GVC 78	2011034982	AMC409015
77	GVC 79	2011034983	AMC409016
78	GVC 80	2011034984	AMC409017
79	GVC 81	2011034985	AMC409018
80	GVC 82	2011034986	AMC409019
81	GVC 83	2011034987	AMC409020
82	GVC 84	2011034988	AMC409021
83	GVC 85	2011034989	AMC409022
84	GVC 86	2011034990	AMC409023
85	GVC 87	2011034991	AMC409024
86	GVC 88	2011034992	AMC409025
87	GVC 89	2011034993	AMC409026
88	GVC 90	2011034994	AMC409027
89	GVC 91	2011034995	AMC409028
90	GVC 92	2011034996	AMC409029
91	GVC 93	2011034997	AMC409030
92	GVC 94	2011034998	AMC409031
93	GVC 95	2011034999	AMC409032
94	GVC 96	2011035000	AMC409033
95	GVC 97	2011035001	AMC409034
96	GVC 98	2011035002	AMC409035
97	GVC 99	2011035003	AMC409036
98	GVC 100	2011035004	AMC409037
99	GVC 101	2011035005	AMC409038
100	GVC 102	2011035006	AMC409039
101	GVC 103	2011035007	AMC409040
102	GVC 104	2011035008	AMC409041
103	GVC 105	2011035009	AMC409042
104	GVC 106	2011035010	AMC409043
105	GVC 107	2011035011	AMC409044
106	GVC 108	2011035012	AMC409045
107	GVC 109	2011035013	AMC409046
108	GVC 110	2011035014	AMC409047
109	GVC 111	2011035015	AMC409048
110	GVC 112	2011035016	AMC409049
111	GVC 113	2011035017	AMC409050
112	GVC 114	2011035018	AMC409051
113	GVC 115	2011035019	AMC409052
114	GVC 116	2011035020	AMC409053
115	GVC 117	2011035021	AMC409054
116	GVC 118	2011035022	AMC409055

No.	Name of Claim	Fee No.	BLM Legacy Serial No.
117	GVC 119	2011035023	AMC409056
118	GVC 120	2011035024	AMC409057
119	GVC 121	2011035025	AMC409058
120	GVC 122	2011035026	AMC409059
121	GVC 123	2011035027	AMC409060
122	GVC 124	2011035028	AMC409061
123	GVC 125	2011035029	AMC409062
124	GVC 126	2011035030	AMC409063
125	GVC 127	2011035031	AMC409064
126	GVC 128	2011035032	AMC409065
127	GVC 129	2011035033	AMC409066
128	GVC 130	2011035034	AMC409067
129	GVC 131	2011035035	AMC409068
130	GVC 132	2011035036	AMC409069
131	GVC 133	2011035037	AMC409070
132	GVC 134	2011035038	AMC409071
133	GVC 135	2011035039	AMC409072
134	GVC 136	2011035040	AMC409073
135	GVC 137	2011035041	AMC409074
136	GVC 138	2011035042	AMC409075
137	GVC 139	2011035043	AMC409076
138	GVC 149	2011035052	AMC409085
139	GVC 150	2011035053	AMC409086
140	GVC 162	2011035058	AMC409091
141	GVC 164	2011035060	AMC409093
142	GVC 165	2011035061	AMC409094
143	GVC 166	2011035062	AMC409095
144	GVC 167	2011035063	AMC409096
145	GVC 168	2011035064	AMC409097
146	GVC 172	2011035068	AMC409101
147	GVC 173	2011035069	AMC409102
148	GVC 174	2011035070	AMC409103
149	GVC 175	2011035071	AMC409104
150	GVC 176	2011035072	AMC409105
151	GVC 177	2011035073	AMC409106
152	GVC 178	2011035074	AMC409107
153	GVC 179	2011035075	AMC409108
154	GVC 180	2011035076	AMC409109
155	GVC 181	2011035077	AMC409110
156	GVC 182	2011035078	AMC409111
157	GVC 183	2011035079	AMC409112
158	GVC 184	2011035080	AMC409113
159	GVC 185	2011035081	AMC409114
160	GVC 186	2011035082	AMC409115

No.	Name of Claim	Fee No.	BLM Legacy Serial No.
161	GVC 187	2011035083	AMC409116
162	GVC 188	2011035084	AMC409117
163	GVC 189	2011035085	AMC409118
164	GVC 190	2011035086	AMC409119
165	MOSS 201	2012041054	AMC416914
166	MOSS 202	2012041055	AMC416915
167	MOSS 203	2012041056	AMC416916
168	MOSS 204	2012041057	AMC416917
169	MOSS 205	2012041058	AMC416918
170	MOSS 206	2012041059	AMC416919
171	MOSS 207	2012041060	AMC416920
172	MOSS 208	2012041061	AMC416921
173	MOSS 209	2012041062	AMC416922
174	MOSS 210	2012061604	AMC420117
175	MOSS 211	2012061605	AMC420118
176	GVC 301	2015018077	AMC432054
177	GVC 302	2018025109	AMC451761
178	GVC 303	2018025110	AMC451762
179	GVC 304	2018025111	AMC451763
180	GVC 305	2018025112	AMC451764
181	GVC 306	2018025113	AMC451765
182	GVC 307	2018025114	AMC451766
183	GVC 308	2018025115	AMC451767
184	GVC 309	2018025116	AMC451768
185	GVC 310	2018025117	AMC451769
186	GVC 311	2018025118	AMC451770
187	GVC 312	2018025119	AMC451771
188	GVC 313	2018025120	AMC451772
189	GVC 314	2018025121	AMC451773
190	GVC 315	2018025122	AMC451774

V. Unpatented Mining Claims (owned by Golden Vertex Corp, acquired from Patriot Gold Corp. by Special Warranty Deed dated May 25, 2016 and recorded on May 26, 2016 at Fee No. 2016023498, Official Records of Mohave County, Arizona) (the "Moss Claims")

Unpatented mining claims situated in the San Francisco (Oatman, Gold Road, Boundary Cone) Mining District in Sections 13, 24 and 25, Township 20 North, Range 21 West; and Sections 18, 19, 20, 29 and 30, Township 20 North, Range 20 West; G&SRB&M, Mohave County, Arizona, the names of which, the place of record of the location notices and amendments thereof in the records of the Mohave County, Arizona Recorder, and the serial numbers assigned by the Arizona State Office of the Bureau of Land Management, are as follows:

No.	Name of Claim	Fee No.	BLM Legacy Serial No.
I	MOSS 11	2004064631	AMC361998

No.	Name of Claim	Fee No.	BLM Legacy Serial No.
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
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

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No.	Name of Claim	Fee No.	BLM Legacy Serial No.
	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
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

No.	Name of Claim	Fee No.	BLM Legacy Serial No.
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

VI. Unpatented Mining Claims (owned by La Cuesta International, Inc., under lease to Golden Vertex Corp.) (the "Silver Creek Claims")

Unpatented mining claims situated in the San Francisco (Oatman, Gold Road, Boundary Cone) Mining District in Sections 8, 9, 16, 17, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33 and 34, Township 20 North, Range 20 West; and Sections 3 and 4, Township 19 North, Range 20 West; G&SRB&M; Mohave County, Arizona, the names of which, the place of record of the location notices and amendments thereof in the records of the Mohave County, Arizona Recorder, and the serial numbers assigned by the Arizona State Office of the Bureau of Land Management, are as follows:

No.	Name of Claim	Fee No.	BLM Legacy Serial No.
1	Silver Creek 1	2011024735	AMC407863
2	Silver Creek 2	2011024736	AMC407864
3	Silver Creek 3	2011024737	AMC407865
4	Silver Creek 4	2011024738	AMC407866
5	Silver Creek 5	2011024739	AMC407867
6	Silver Creek 6	2011024740	AMC407868
7	Silver Creek 7	2011024741	AMC407869
8	Silver Creek 8	2011024742	AMC407870
9	Silver Creek 9	2011024743	AMC407871
10	Silver Creek 10	2011024744	AMC407872

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11	Silver Creek 11	2011024745	AMC407873
12	Silver Creek 12	2011024746	AMC407874
13	Silver Creek 13	2011024747	AMC407875
14	Silver Creek 14	2011024748	AMC407876
15	Silver Creek 15	2011024749	AMC407877
16	Silver Creek 16	2011024750	AMC407878
17	Silver Creek 17	2011024751	AMC407879
18	Silver Creek 18	2011024752	AMC407880
19	Silver Creek 19	2011024753	AMC407881
20	Silver Creek 20	2011024754	AMC407882
21	Silver Creek 21	2011024755	AMC407883
22	Silver Creek 22	2011024756	AMC407884
23	Silver Creek 31	2011024765	AMC407893
24	Silver Creek 32	2011024766	AMC407894
25	Silver Creek 33	2011024767	AMC407895
26	Silver Creek 34	2011024768	AMC407896
27	Silver Creek 35	2011024769	AMC407897
28	Silver Creek 36	2011024770	AMC407898
29	Silver Creek 37	2011024771	AMC407899
30	Silver Creek 38	2011024772	AMC407900
31	Silver Creek 39	2011024773	AMC407901
32	Silver Creek 40	2011024774	AMC407902
33	Silver Creek 41	2011024775	AMC407903
34	Silver Creek 42	2011024776	AMC407904
35	Silver Creek 43	2011024777	AMC407905
36	Silver Creek 44	2011024778	AMC407906
37	Silver Creek 45	2011024779	AMC407907
38	Silver Creek 46	2011024780	AMC407908
39	Silver Creek 47	2011024781	AMC407909
40	Silver Creek 48	2011024782	AMC407910
41	Silver Creek 49	2011024783	AMC407911
42	Silver Creek 50	2011024784	AMC407912
43	Silver Creek 51	2011024785	AMC407913
44	Silver Creek 52	2011024786	AMC407914
45	Silver Creek 53	2011024787	AMC407915
46	Silver Creek 54	2011024788	AMC407916
47	Silver Creek 63	2011024797	AMC407925
48	Silver Creek 64	2011024798	AMC407926
49	Silver Creek 65	2011024799	AMC407927
50	Silver Creek 66	2011024800	AMC407928
51	Silver Creek 67	2011024801	AMC407929

52	Silver Creek 68	2011024802	AMC407930
53	Silver Creek 69	2011024803	AMC407931
54	Silver Creek 70	2011024804	AMC407932
55	Silver Creek 71	2011024805	AMC407933
56	Silver Creek 72	2011024806	AMC407934
57	Silver Creek 73	2011024807	AMC407935
58	Silver Creek 74	2011024808	AMC407936
59	Silver Creek 75	2011024809	AMC407937
60	Silver Creek 76	2011024810	AMC407938
61	Silver Creek 77	2011024811	AMC407939
62	Silver Creek 78	2011024812	AMC407940
63	Silver Creek 79	2011024813	AMC407941
64	Silver Creek 80	2011024814	AMC407942
65	Silver Creek 81	2011024815	AMC407943
66	Silver Creek 82	2011024816	AMC407944
67	Silver Creek 83	2011024817	AMC407945
68	Silver Creek 84	2011024818	AMC407946
69	Silver Creek 88	2011024822	AMC407950
70	Silver Creek 89	2011024823	AMC407951
71	Silver Creek 90	2011024824	AMC407952
72	Silver Creek 91	2011024825	AMC407953
73	Silver Creek 92	2011024826	AMC407954
74	Silver Creek 93	2011024827	AMC407955
75	Silver Creek 94	2011024828	AMC407956
76	Silver Creek 95	2011024829	AMC407957
77	Silver Creek 96	2011024830	AMC407958
78	Silver Creek 97	2011024831	AMC407959
79	Silver Creek 108	2011024842	AMC407970
80	Silver Creek 109	2011024843	AMC407971
81	Silver Creek 110	2011024844	AMC407972
82	Silver Creek 111	2011024845	AMC407973
83	Silver Creek 112	2011024846	AMC407974
84	Silver Creek 113	2011024847	AMC407975
85	Silver Creek 114	2011024848	AMC407976
86	Silver Creek 115	2011024849	AMC407977
87	Silver Creek 116	2011044461	AMC410214
88	Silver Creek 117	2011044462	AMC410215
89	Silver Creek 118	2011044463	AMC410216
90	Silver Creek 119	2011044464	AMC410217
91	Silver Creek 120	2011044465	AMC410218
92	Silver Creek 121	2011044466	AMC410219

93	Silver Creek 122	2011044467	AMC410220
94	Silver Creek 123	2011044468	AMC410221
95	Silver Creek 124	2011044469	AMC410222
96	Silver Creek 125	2011044470	AMC410223
97	Silver Creek 126	2011044471	AMC410224
98	Silver Creek 127	2011044472	AMC410225
99	Silver Creek 128	2011044473	AMC410226
100	Silver Creek 129	2011044474	AMC410227
101	Silver Creek 130	2011044475	AMC410228
102	Silver Creek 131	2011044476	AMC410229
103	Silver Creek 132	2011044477	AMC410230
104	Silver Creek 133	2011044478	AMC410231
105	Silver Creek 134	2011044479	AMC410232
106	Silver Creek 135	2011044480	AMC410233
107	Silver Creek 136	2011044481	AMC410234
108	Silver Creek 137	2011044482	AMC410235
109	Silver Creek 138	2011044483	AMC410236
110	Silver Creek 139	2011044484	AMC410237
111	Silver Creek 140	2011044485	AMC410238
112	Silver Creek 141	2011044486	AMC410239
113	Silver Creek 142	2011044487	AMC410240
114	Silver Creek 143	2011044488	AMC410241
115	Silver Creek 144	2011044489	AMC410242
116	Silver Creek 145	2011044490	AMC410243
117	Silver Creek 146	2011044491	AMC410244
118	Silver Creek 147	2011044492	AMC410245
119	Silver Creek 148	2011044493	AMC410246
120	Silver Creek 149	2011044494	AMC410247
121	Silver Creek 150	2011044495	AMC410248
122	Silver Creek 151	2011044496	AMC410249
123	Silver Creek 152	2011044497	AMC410250
124	Silver Creek 153	2011044498	AMC410251
125	Silver Creek 154	2011044499	AMC410252
126	Silver Creek 155	2011044500	AMC410253
127	Silver Creek 156	2011044501	AMC410254
128	Silver Creek 157	2011044502	AMC410255
129	Silver Creek 158	2011044503	AMC410256
130	Silver Creek 159	2011044504	AMC410257
131	Silver Creek 160	2011044505	AMC410258
132	Silver Creek 161	2011044506	AMC410259
133	Silver Creek 162	2011044507	AMC410260

134	Silver Creek 163	2011044508	AMC410261
135	Silver Creek 164	2011044509	AMC410262
136	Silver Creek 165	2011044510	AMC410263
137	Silver Creek 166	2011044511	AMC410264
138	Silver Creek 167	2011044512	AMC410265
139	Silver Creek 168	2011044513	AMC410266
140	Silver Creek 169	2011044514	AMC410267
141	Silver Creek 170	2011044515	AMC410268
142	Silver Creek 171	2011044516	AMC410269
143	Silver Creek 172	2011044517	AMC410270
144	Silver Creek 173	2011044518	AMC410271
145	Silver Creek 174	2011044519	AMC410272
146	Silver Creek 175	2011044520	AMC410273
147	Silver Creek 176	2011044521	AMC410274
148	Silver Creek 177	2011044522	AMC410275
149	Silver Creek 178	2011044523	AMC410276
150	Silver Creek 179	2011044524	AMC410277
151	Silver Creek 180	2011044525	AMC410278
152	Silver Creek 181	2011044526	AMC410279
153	Silver Creek 182	2011044527	AMC410280
154	Silver Creek 183	2011044528	AMC410281
155	Silver Creek 184	2011044529	AMC410282
156	Silver Creek 185	2012000017	AMC413137
157	Silver Creek 186	2012000018	AMC413138
158	Silver Creek 187	2012000019	AMC413139
159	Silver Creek 188	2012000020	AMC413140
160	Silver Creek 189	2012000021	AMC413141
161	Silver Creek 190	2012000022	AMC413142
162	Silver Creek 191	2012000023	AMC413143
163	Silver Creek 192	2012000024	AMC413144
164	Silver Creek 193	2012000025	AMC413145
165	Silver Creek 194	2014014495	AMC427718
166	Silver Creek 195	2014014496	AMC427719
167	Silver Creek 196	2014014497	AMC427720
168	Silver Creek 197	2014014498	AMC427721
169	Silver Creek 198	2014014499	AMC427722
170	Silver Creek 199	2014014500	AMC427723
171	Silver Creek 200	2014014501	AMC427724
172	Silver Creek 201	2014014502	AMC427725
173	Silver Creek 202	2014021863	AMC428270
174	Silver Creek 203	2014021864	AMC428271

175	Silver Creek 204	2014021865	AMC428272
176	Silver Creek 205	2014021866	AMC428273
177	Silver Creek 206	2014021867	AMC428274
178	Silver Creek 207	2014021868	AMC428275
179	Silver Creek 208	2014021869	AMC428276
180	Silver Creek 209	2014021870	AMC428277

The "Silver Creek" group of claims listed in this Part VI are subject to that certain 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 Memorandum of Option Agreement and Notice of Assignment and Assumption of Option Agreement dated August 6, 2014 and recorded September 3, 2014 at Fee No. 2014038469, and 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 October 29, 2015 at Fee No. 2015047985.

VII. Unpatented Mining Claims (owned by Golden Vertex Corp.) (the "South Oatman Prospect Claims")

Unpatented mining claims situated in the San Francisco (Oatman, Gold Road, Boundary Cone) Mining District in Sections 27, 32, 33, 34 and 35, Township 19 North, Range 20 West; and Section 3, Township 18 North, Range 20 West; G&SRB&M, Mohave County, Arizona, the names of which, the place of record of the location notices and amendments thereof in the records of the Mohave County, Arizona Recorder, and the serial numbers assigned by the Arizona State Office of the Bureau of Land Management, are as follows:

No.	Name of Claim	Fee No.	BLM Legacy Serial No.
1	GVC 452	2018020454	AMC450547
2	GVC 453	2018020455	AMC450548
3	GVC 454	2018020456	AMC450549
4	GVC 456	2018020457	AMC450550
5	GVC 457	2018020458	AMC450551
6	GVC 458	2018020459	AMC450552
7	GVC 415	2018022458	AMC450693
8	GVC 416	2018022459	AMC450694
9	GVC 417	2018022460	AMC450695
10	GVC 418	2018022461	AMC450696
11	GVC 419	2018022462	AMC450697
12	GVC 420	2018022463	AMC450698
13	GVC 421	2018022464	AMC450699
14	GVC 422	2018022465	AMC450700
15	GVC 423	2018022466	AMC450701
16	GVC 424	2018022467	AMC450702
17	GVC 425	2018022468	AMC450703
18	GVC 426	2018022469	AMC450704
19	GVC 427	2018022470	AMC450705

No.	Name of Claim	Fee No.	BLM Legacy Serial No.
20	GVC 428	2018022471	AMC450706
21	GVC 429	2018022472	AMC450707
22	GVC 430	2018022473	AMC450708
23	GVC 431	2018022474	AMC450709
24	GVC 432	2018022475	AMC450710
25	GVC 433	2018022476	AMC450711
26	GVC 434	2018022477	AMC450712
27	GVC 435	2018022478	AMC450713
28	GVC 436	2018022479	AMC450714
29	GVC 437	2018022480	AMC450715
30	GVC 438	2018022481	AMC450716
31	GVC 439	2018022482	AMC450717
32	GVC 440	2018022483	AMC450718
33	GVC 441	2018022484	AMC450719
34	GVC 442	2018022485	AMC450720
35	GVC 443	2018022486	AMC450721
36	GVC 444	2018022487	AMC450722
37	GVC 445	2018022488	AMC450723
38	GVC 446	2018022489	AMC450724
39	GVC 447	2018022490	AMC450725
40	GVC 448	2018022491	AMC450726
41	GVC 449	2018022492	AMC450727
42	GVC 469	2018022495	AMC450730
43	GVC 470	2018022496	AMC450731
44	GVC 471	2018022497	AMC450732
45	GVC 472	2018022498	AMC450733
46	GVC 473	2018022499	AMC450734
47	GVC 474	2018022500	AMC450735
48	GVC 475	2018022501	AMC450736
49	GVC 476	2018022502	AMC450737

VIII. Unpatented Mining Claims (owned by Golden Vertex Corp.) (the “2021-22 Claims”)

Unpatented mining claims situated in the San Francisco (Oatman, Gold Road, Boundary Cone) Mining District in Sections 19, 20, 29, 30, 31, and 32, Township 21 North, Range 20 West; Sections 1, 12, 13, 14, 23, 24, 26, 35, and 36, Township 20 North, Range 21 West; Sections 4, 5, 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 31, 32, 33 and 34, Township 20 North, Range 20 West; Sections 1, 2, 11, 12, 13, 14, 23, 24, 25, 26 and 36, Township 19 North, Range 21 West; Sections 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36 Township 19 North, Range 20 West; Section 1, Township 18 North, Range 21 West; Section 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, and 27, Township 18 North, Range 20 West; G&SRB&M, Mohave County, Arizona, the names of which, the place of record of the location notices and amendments thereof in the records of the Mohave

County, Arizona Recorder, and the serial numbers assigned by the Arizona State Office of the Bureau of Land Management, are as follows:

No.	Name of Claim	Fee No.	BLM Serial No.
1	GVC 32	2021039756	AZ105241356
2	GVC 38A	2021039757	AZ105241357
3	GVC 36A	2021039758	AZ105241358
4	M148A	2021039759	AZ105241359
5	M43A	2021039760	AZ105241360
6	M52A	2021039761	AZ105241361
7	M53A	2021039762	AZ105241362
8	M64A	2021039763	AZ105241363
9	M65A	2021039764	AZ105241364
10	MOSS 212	2021039765	AZ105241365
11	GVC 213	2021039766	AZ105241366
12	GVC 214	2021039767	AZ105241367
13	GVC 215	2021039768	AZ105241368
14	GVC 216 ¹	2021039769	AZ105241369
15	GVC 217	2021039770	AZ105241370
16	GVC 218	2021039771	AZ105241371
17	GVC 140	2021039772	AZ105241372
18	GVC 141	2021039773	AZ105241373
19	GVC 142	2021039774	AZ105241374
20	GVC 646	2021027909	AZ105241379
21	GVC 647	2021027910	AZ105241380
22	GVC 648	2021027911	AZ105241381
23	GVC 649	2021027912	AZ105241382
24	GVC 650	2021027913	AZ105241383
25	GVC 651	2021027914	AZ105241384
26	GVC 652	2021027915	AZ105241385
27	GVC 653	2021027916	AZ105241386
28	GVC 654	2021027917	AZ105241387
29	GVC 655	2021027918	AZ105241388
30	GVC 656	2021027919	AZ105241389
31	GVC 657	2021027920	AZ105241390
32	GVC 658	2021027921	AZ105241391
33	GVC 659	2021027922	AZ105241392
34	GVC 660	2021027923	AZ105241393
35	GVC 501	2021024206	AZ105241394
36	GVC 502	2021024207	AZ105241395

¹ La Cuesta International, Inc. abandoned and relinquished Silver Creek 86 and Silver Creek 87 (AMC407948 and AMC407949) on March 5, 2021, and BLM administratively closed these two (2) claims as of that date. In connection with the effort to locate the 2021-22 Claims, the Company located the open ground previously covered by these abandoned and relinquished claims with two (2) new claims, SC 86 and GVC 216 (AZ105257897 and AZ105241369). GVC's intent was to hold these two (2) new claims for the benefit of La Cuesta, and that the two (2) new claims remain subject to the terms and conditions of the La Cuesta International, Inc. Mineral Lease and Option Agreement.

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No.	Name of Claim	Fee No.	BLM Serial No.
37	GVC 503	2021024208	AZ105241396
38	GVC 504	2021024209	AZ105241397
39	GVC 505	2021024210	AZ105241398
40	GVC 506	2021024211	AZ105241399
41	GVC 507	2021024212	AZ105241400
42	GVC 508	2021024213	AZ105241401
43	GVC 509	2021024214	AZ105241402
44	GVC 510	2021024215	AZ105241403
45	GVC 511	2021024216	AZ105241404
46	GVC 512	2021024217	AZ105241405
47	GVC 513	2021024218	AZ105241406
48	GVC 514	2021024219	AZ105241407
49	GVC 515	2021024220	AZ105241408
50	GVC 516	2021024221	AZ105241409
51	GVC 517	2021024222	AZ105241410
52	GVC 518	2021024223	AZ105241411
53	GVC 519	2021024224	AZ105241412
54	GVC 520	2021024225	AZ105241413
55	GVC 521	2021024226	AZ105241414
56	GVC 522	2021024227	AZ105241415
57	GVC 523	2021024228	AZ105241416
58	GVC 524	2021024229	AZ105241417
59	GVC 525	2021024230	AZ105241418
60	GVC 526	2021024231	AZ105241419
61	GVC 527	2021024232	AZ105241420
62	GVC 528	2021024233	AZ105241421
63	GVC 529	2021024234	AZ105241422
64	GVC 530	2021024235	AZ105241423
65	GVC 531	2021024236	AZ105241424
66	GVC 532	2021024237	AZ105241425
67	GVC 533	2021024238	AZ105241426
68	GVC 534	2021024239	AZ105241427
69	GVC 535	2021024240	AZ105241428
70	GVC 536	2021024241	AZ105241429
71	GVC 537	2021024242	AZ105241430
72	GVC 538	2021024243	AZ105241431
73	GVC 539	2021024244	AZ105241432
74	GVC 540	2021024245	AZ105241433
75	GVC 541	2021024246	AZ105241434
76	GVC 542	2021024247	AZ105241435
77	GVC 543	2021024248	AZ105241436
78	GVC 544	2021024249	AZ105241437
79	GVC 545	2021024250	AZ105241438
80	GVC 546	2021024251	AZ105241439

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No.	Name of Claim	Fee No.	BLM Serial No.
81	GVC 547	2021024252	AZ105241440
82	GVC 548	2021024253	AZ105241441
83	GVC 549	2021024254	AZ105241442
84	GVC 550	2021024255	AZ105241443
85	GVC 551	2021024256	AZ105241444
86	GVC 552	2021024257	AZ105241445
87	GVC 553	2021024258	AZ105241446
88	GVC 554	2021024259	AZ105241447
89	GVC 555	2021024260	AZ105241448
90	GVC 556	2021024261	AZ105241449
91	GVC 557	2021024262	AZ105241450
92	GVC 558	2021024263	AZ105241451
93	GVC 559	2021024264	AZ105241452
94	GVC 560	2021024265	AZ105241453
95	GVC 561	2021024266	AZ105241454
96	GVC 562	2021024267	AZ105241455
97	GVC 563	2021024268	AZ105241456
98	GVC 564	2021024269	AZ105241457
99	GVC 565	2021024270	AZ105241458
100	GVC 566	2021024271	AZ105241459
101	GVC 567	2021024272	AZ105241460
102	GVC 568	2021024273	AZ105241461
103	GVC 569	2021024274	AZ105241462
104	GVC 570	2021024275	AZ105241463
105	GVC 571	2021024276	AZ105241464
106	GVC 572	2021024277	AZ105241465
107	GVC 573	2021024278	AZ105241466
108	GVC 574	2021024279	AZ105241467
109	GVC 575	2021024280	AZ105241468
110	GVC 576	2021024281	AZ105241469
111	GVC 577	2021024282	AZ105241470
112	GVC 578	2021024283	AZ105241471
113	GVC 579	2021024284	AZ105241472
114	GVC 580	2021024285	AZ105241473
115	GVC 581	2021024286	AZ105241474
116	GVC 582	2021024287	AZ105241475
117	GVC 583	2021024288	AZ105241476
118	GVC 584	2021024289	AZ105241477
119	GVC 585	2021024290	AZ105241478
120	GVC 586	2021024291	AZ105241479
121	GVC 587	2021024292	AZ105241480
122	GVC 588	2021024293	AZ105241481
123	GVC 589	2021024294	AZ105241482
124	GVC 590	2021024295	AZ105241483

No.	Name of Claim	Fee No.	BLM Serial No.
125	GVC 591	2021024296	AZ105241484
126	GVC 592	2021024297	AZ105241485
127	GVC 593	2021024298	AZ105241486
128	GVC 594	2021024299	AZ105241487
129	GVC 595	2021024300	AZ105241488
130	GVC 596	2021024301	AZ105241489
131	GVC 597	2021024302	AZ105241490
132	GVC 598	2021024303	AZ105241491
133	GVC 599	2021024304	AZ105241492
134	GVC 600	2021024305	AZ105241493
135	GVC 601	2021024306	AZ105241494
136	GVC 602	2021024307	AZ105241495
137	GVC 603	2021024308	AZ105241496
138	GVC 604	2021024309	AZ105241497
139	GVC 605	2021024310	AZ105241498
140	GVC 606	2021024311	AZ105241499
141	GVC 607	2021024312	AZ105241500
142	GVC 608	2021024313	AZ105241501
143	GVC 609	2021024314	AZ105241502
144	GVC 610	2021024315	AZ105241503
145	GVC 611	2021024316	AZ105241504
146	GVC 612	2021024317	AZ105241505
147	GVC 613	2021024318	AZ105241506
148	GVC 614	2021024319	AZ105241507
149	GVC 615	2021024320	AZ105241508
150	GVC 616	2021024321	AZ105241509
151	GVC 617	2021024322	AZ105241510
152	GVC 618	2021024323	AZ105241511
153	GVC 619	2021024324	AZ105241512
154	GVC 620	2021024325	AZ105241513
155	GVC 621	2021024326	AZ105241514
156	GVC 622	2021024327	AZ105241515
157	GVC 623	2021024328	AZ105241516
158	GVC 624	2021024329	AZ105241517
159	GVC 625	2021024330	AZ105241518
160	GVC 626	2021024331	AZ105241519
161	GVC 627	2021024332	AZ105241520
162	GVC 628	2021024333	AZ105241521
163	GVC 629	2021024334	AZ105241522
164	GVC 630	2021024335	AZ105241523
165	GVC 631	2021024336	AZ105241524
166	GVC 632	2021024337	AZ105241525
167	GVC 633	2021024338	AZ105241526
168	GVC 634	2021024339	AZ105241527

No.	Name of Claim	Fee No.	BLM Serial No.
169	GVC 635	2021024340	AZ105241528
170	GVC 636	2021024341	AZ105241529
171	GVC 637	2021024342	AZ105241530
172	GVC 638	2021024343	AZ105241531
173	GVC 639	2021024344	AZ105241532
174	GVC 640	2021024345	AZ105241533
175	GVC 641	2021024346	AZ105241534
176	GVC 642	2021024347	AZ105241535
177	GVC 643	2021024348	AZ105241536
178	GVC 644	2021024349	AZ105241537
179	GVC 645	2021024350	AZ105241538
180	GVC 743	2021025182	AZ105241539
181	GVC 744	2021025183	AZ105241540
182	GVC 745	2021025184	AZ105241541
183	GVC 746	2021025185	AZ105241542
184	GVC 747	2021025186	AZ105241543
185	GVC 748	2021025187	AZ105241544
186	GVC 749	2021025188	AZ105241545
187	GVC 751	2021025189	AZ105241546
188	GVC 761	2021025190	AZ105241547
189	GVC 1101	2021025196	AZ105241553
190	GVC 1102	2021025197	AZ105241554
191	GVC 1106	2021025201	AZ105241558
192	GVC 1107	2021025202	AZ105241559
193	GVC 1108	2021025203	AZ105241560
194	GVC 1109	2021025204	AZ105241561
195	GVC 1110	2021025205	AZ105241562
196	GVC 1114	2021025209	AZ105241566
197	GVC 1115	2021025210	AZ105241567
198	GVC 1116	2021025211	AZ105241568
199	GVC 1117	2021025212	AZ105241569
200	GVC 1121	2021025216	AZ105241573
201	GVC 1122	2021025217	AZ105241574
202	GVC 1123	2021025218	AZ105241575
203	GVC 1124	2021025219	AZ105241576
204	GVC 1128	2021025223	AZ105241580
205	GVC 1129	2021025224	AZ105241581
206	GVC 1130	2021025225	AZ105241582
207	GVC 1131	2021025226	AZ105241583
208	GVC 1135	2021025230	AZ105241587
209	GVC 1136	2021025231	AZ105241588
210	GVC 1137	2021025232	AZ105241589
211	GVC 1138	2021025233	AZ105241590
212	GVC 1142	2021025237	AZ105241594

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No.	Name of Claim	Fee No.	BLM Serial No.
213	GVC 1143	2021025238	AZ105241595
214	GVC 1144	2021025239	AZ105241596
215	GVC 1145	2021025240	AZ105241597
216	GVC 1205	2021025125	AZ105241599
217	GVC 1206	2021025126	AZ105241601
218	GVC 1207	2021025127	AZ105241602
219	GVC 1208	2021025128	AZ105241603
220	GVC 1212	2021025132	AZ105241607
221	GVC 1213	2021025133	AZ105241608
222	GVC 1214	2021025134	AZ105241609
223	GVC 1215	2021025135	AZ105241610
224	GVC 1219	2021025139	AZ105241614
225	GVC 1220	2021025140	AZ105241615
226	GVC 1221	2021025141	AZ105241616
227	GVC 1222	2021025142	AZ105241617
228	GVC 1226	2021025146	AZ105241621
229	GVC 1227	2021025147	AZ105241622
230	GVC 1228	2021025148	AZ105241623
231	GVC 1229	2021025149	AZ105241624
232	GVC 693	2021025150	AZ105241625
233	GVC 694	2021025151	AZ105241626
234	GVC 712	2021025152	AZ105241627
235	GVC 713	2021025153	AZ105241628
236	GVC 714	2021025154	AZ105241629
237	GVC 716	2021025156	AZ105241631
238	GVC 717	2021025157	AZ105241632
239	GVC 718	2021025158	AZ105241633
240	GVC 719	2021025159	AZ105241634
241	GVC 720	2021025160	AZ105241635
242	GVC 721	2021025161	AZ105241636
243	GVC 722	2021025162	AZ105241637
244	GVC 723	2021025163	AZ105241638
245	GVC 724	2021025164	AZ105241639
246	GVC 725	2021025165	AZ105241640
247	GVC 726	2021025166	AZ105241641
248	GVC 727	2021025167	AZ105241642
249	GVC 728	2021025168	AZ105241643
250	GVC 729	2021025169	AZ105241644
251	GVC 730	2021025170	AZ105241645
252	GVC 731	2021025171	AZ105241646
253	GVC 732	2021025172	AZ105241647
254	GVC 733	2021025173	AZ105241648
255	GVC 734	2021025174	AZ105241649
256	GVC 735	2021025175	AZ105241650

No.	Name of Claim	Fee No.	BLM Serial No.
257	GVC 737	2021025176	AZ105241651
258	GVC 738	2021025177	AZ105241652
259	GVC 739	2021025178	AZ105241653
260	GVC 740	2021025179	AZ105241654
261	GVC 741	2021025180	AZ105241655
262	GVC 1001	2021031178	AZ105243829
263	GVC 1002	2021031179	AZ105243830
264	GVC 1003	2021031180	AZ105243831
265	GVC 1004	2021031181	AZ105243832
266	GVC 1005	2021031182	AZ105243833
267	GVC 1006	2021031183	AZ105243834
268	GVC 1007	2021031184	AZ105243835
269	GVC 1008	2021031185	AZ105243836
270	GVC 1009	2021031186	AZ105243837
271	GVC 1010	2021031187	AZ105243838
272	GVC 1011	2021031188	AZ105243839
273	GVC 1012	2021031189	AZ105243840
274	GVC 1013	2021031190	AZ105243841
275	GVC 1014	2021031191	AZ105243842
276	GVC 1015	2021031192	AZ105243843
277	GVC 1016	2021031193	AZ105243844
278	GVC 1017	2021031194	AZ105243845
279	GVC 1018	2021031195	AZ105243846
280	GVC 1019	2021031196	AZ105243847
281	GVC 1020	2021031197	AZ105243848
282	GVC 1021	2021031198	AZ105243849
283	GVC 1022	2021031199	AZ105243850
284	GVC 1023	2021031200	AZ105243851
285	GVC 1024	2021031201	AZ105243852
286	GVC 1025	2021031202	AZ105243853
287	GVC 1026	2021031203	AZ105243854
288	GVC 1027	2021031204	AZ105243855
289	GVC 1028	2021031205	AZ105243856
290	GVC 1029	2021031206	AZ105243857
291	GVC 1030	2021031207	AZ105243858
292	GVC 1031	2021031208	AZ105243859
293	GVC 1032	2021031209	AZ105243860
294	GVC 1033	2021031210	AZ105243861
295	GVC 1034	2021031211	AZ105243862
296	GVC 1035	2021031212	AZ105243863
297	GVC 1036	2021031213	AZ105243864
298	GVC 1037	2021031214	AZ105243865
299	GVC 1038	2021031215	AZ105243866
300	GVC 1039	2021031216	AZ105243867

No.	Name of Claim	Fee No.	BLM Serial No.
301	GVC 1040	2021031217	AZ105243868
302	GVC 1041	2021031218	AZ105243869
303	GVC 1042	2021031219	AZ105243870
304	GVC 1043	2021031220	AZ105243871
305	GVC 1044	2021031221	AZ105243872
306	GVC 1045	2021031222	AZ105243873
307	GVC 1046	2021031223	AZ105243874
308	GVC 1047	2021031224	AZ105243875
309	GVC 1048	2021031225	AZ105243876
310	GVC 1049	2021031226	AZ105243877
311	GVC 1050	2021031227	AZ105243878
312	GVC 1051	2021031228	AZ105243879
313	GVC 1052	2021031229	AZ105243880
314	GVC 1053	2021031230	AZ105243881
315	GVC 1054	2021031231	AZ105243882
316	GVC 1055	2021031232	AZ105243883
317	GVC 1056	2021031233	AZ105243884
318	GVC 1057	2021031234	AZ105243885
319	GVC 1058	2021031235	AZ105243886
320	GVC 1059	2021031236	AZ105243887
321	GVC 1061	2021031237	AZ105243888
322	GVC 1062	2021031238	AZ105243889
323	GVC 1063	2021031239	AZ105243890
324	GVC 1064	2021031240	AZ105243891
325	GVC 1065	2021031241	AZ105243892
326	GVC 1066	2021031242	AZ105243893
327	GVC 1067	2021031243	AZ105243894
328	GVC 1068	2021031244	AZ105243895
329	GVC 1069	2021031245	AZ105243896
330	GVC 1070	2021031246	AZ105243897
331	GVC 1071	2021031247	AZ105243898
332	GVC 1072	2021031248	AZ105243899
333	GVC 1073	2021031249	AZ105243900
334	GVC 1074	2021031250	AZ105243901
335	GVC 1075	2021031251	AZ105243902
336	GVC 1076	2021031252	AZ105243903
337	GVC 1077	2021031253	AZ105243904
338	GVC 1078	2021031254	AZ105243905
339	GVC 1079	2021031255	AZ105243906
340	GVC 1080	2021031256	AZ105243907
341	GVC 1081	2021031257	AZ105243908
342	GVC 1083	2021031259	AZ105243910
343	GVC 1084	2021031260	AZ105243911
344	GVC 1085	2021031261	AZ105243912

No.	Name of Claim	Fee No.	BLM Serial No.
345	GVC 1086	2021031262	AZ105243913
346	GVC 1087	2021031263	AZ105243914
347	GVC 1088	2021031264	AZ105243915
348	GVC 1089	2021031265	AZ105243916
349	GVC 1090	2021031266	AZ105243917
350	GVC 1091	2021031267	AZ105243918
351	GVC 1092	2021031268	AZ105243919
352	GVC 755	2021031269	AZ105243920
353	GVC 756	2021031270	AZ105243921
354	GVC 757	2021031271	AZ105243922
355	GVC 758	2021031272	AZ105243923
356	GVC 759	2021031273	AZ105243924
357	GVC 771	2021031274	AZ105243925
358	GVC 776	2021031275	AZ105243926
359	GVC 777	2021031276	AZ105243927
360	GVC 778	2021031277	AZ105243928
361	GVC 780	2021031278	AZ105243929
362	GVC 781	2021031279	AZ105243930
363	GVC 782	2021031280	AZ105243931
364	GVC 783	2021031281	AZ105243932
365	GVC 784	2021031282	AZ105243933
366	GVC 785	2021031283	AZ105243934
367	GVC 786	2021031284	AZ105243935
368	GVC 787	2021031285	AZ105243936
369	GVC 788	2021031286	AZ105243937
370	GVC 789	2021031287	AZ105243938
371	GVC 790	2021031288	AZ105243939
372	GVC 791	2021031289	AZ105243940
373	GVC 792	2021031290	AZ105243941
374	GVC 793	2021031291	AZ105243942
375	GVC 794	2021031292	AZ105243943
376	GVC 795	2021031293	AZ105243944
377	GVC 796	2021031294	AZ105243945
378	GVC 797	2021031295	AZ105243946
379	GVC 798	2021031296	AZ105243947
380	GVC 799	2021031297	AZ105243948
381	GVC 800	2021031298	AZ105243949
382	GVC 801	2021031299	AZ105243950
383	GVC 802	2021031300	AZ105243951
384	GVC 803	2021031301	AZ105243952
385	GVC 804	2021031302	AZ105243953
386	GVC 805	2021031303	AZ105243954
387	GVC 806	2021031304	AZ105243955
388	GVC 807	2021031305	AZ105243956

No.	Name of Claim	Fee No.	BLM Serial No.
389	GVC 808	2021031306	AZ105243957
390	GVC 809	2021031307	AZ105243958
391	GVC 810	2021031308	AZ105243959
392	GVC 811	2021031309	AZ105243960
393	GVC 812	2021031310	AZ105243961
394	GVC 813	2021031311	AZ105243962
395	GVC 814	2021031312	AZ105243963
396	GVC 815	2021031313	AZ105243964
397	GVC 816	2021031314	AZ105243965
398	GVC 817	2021031315	AZ105243966
399	GVC 819	2021031316	AZ105243967
400	GVC 820	2021031317	AZ105243968
401	GVC 821	2021031318	AZ105243969
402	GVC 822	2021031319	AZ105243970
403	GVC 823	2021031320	AZ105243971
404	GVC 825	2021031321	AZ105243972
405	GVC 826	2021031322	AZ105243973
406	GVC 829	2021031323	AZ105243974
407	GVC 830	2021031324	AZ105243975
408	GVC 831	2021031325	AZ105243976
409	GVC 832	2021031326	AZ105243977
410	GVC 833	2021031327	AZ105243978
411	GVC 834	2021031328	AZ105243979
412	GVC 837	2021031329	AZ105243980
413	GVC 838	2021031330	AZ105243981
414	GVC 839	2021031331	AZ105243982
415	GVC 840	2021031332	AZ105243983
416	GVC 841	2021031333	AZ105243984
417	GVC 842	2021031334	AZ105243985
418	GVC 843	2021031335	AZ105243986
419	GVC 844	2021031336	AZ105243987
420	GVC 845	2021031337	AZ105243988
421	GVC 846	2021031338	AZ105243989
422	GVC 847	2021031339	AZ105243990
423	GVC 848	2021031340	AZ105243991
424	GVC 849	2021031341	AZ105243992
425	GVC 850	2021031342	AZ105243993
426	GVC 851	2021031343	AZ105243994
427	GVC 852	2021031344	AZ105243995
428	GVC 853	2021031345	AZ105243996
429	GVC 854	2021031346	AZ105243997
430	GVC 855	2021031347	AZ105243998
431	GVC 856	2021031348	AZ105243999
432	GVC 857	2021031349	AZ105244000

No.	Name of Claim	Fee No.	BLM Serial No.
433	GVC 858	2021031350	AZ105244001
434	GVC 859	2021031351	AZ105244002
435	GVC 860	2021031352	AZ105244003
436	GVC 861	2021031353	AZ105244004
437	GVC 862	2021031354	AZ105244005
438	GVC 863	2021031355	AZ105244006
439	GVC 864	2021031356	AZ105244007
440	GVC 865	2021031357	AZ105244008
441	GVC 866	2021031358	AZ105244009
442	GVC 872	2021031359	AZ105244010
443	GVC 874	2021031360	AZ105244011
444	GVC 875	2021031361	AZ105244012
445	GVC 876	2021031362	AZ105244013
446	GVC 877	2021031363	AZ105244014
447	GVC 878	2021031364	AZ105244015
448	GVC 879	2021031365	AZ105244016
449	GVC 880	2021031366	AZ105244017
450	GVC 881	2021031367	AZ105244018
451	GVC 883	2021031368	AZ105244019
452	GVC 884	2021031369	AZ105244020
453	GVC 885	2021031370	AZ105244021
454	GVC 886	2021031371	AZ105244022
455	GVC 887	2021031372	AZ105244023
456	GVC 889	2021031374	AZ105244024
457	GVC 890	2021031373	AZ105244025
458	GVC 891	2021031375	AZ105244026
459	GVC 894	2021031376	AZ105244027
460	GVC 895	2021031377	AZ105244028
461	GVC 898	2021031378	AZ105244029
462	GVC 899	2021031379	AZ105244030
463	GVC 900	2021031380	AZ105244031
464	GVC 905	2021031381	AZ105244032
465	GVC 906	2021031382	AZ105244033
466	GVC 907	2021031383	AZ105244034
467	GVC 908	2021031384	AZ105244035
468	GVC 909	2021031385	AZ105244036
469	GVC 910	2021031386	AZ105244037
470	GVC 911	2021031387	AZ105244038
471	GVC 912	2021031388	AZ105244039
472	GVC 913	2021031389	AZ105244040
473	GVC 914	2021031390	AZ105244041
474	GVC 915	2021031391	AZ105244042
475	GVC 934	2021031410	AZ105244061
476	GVC 940	2021031411	AZ105244062

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No.	Name of Claim	Fee No.	BLM Serial No.
477	GVC 941	2021031412	AZ105244063
478	GVC 942	2021031413	AZ105244064
479	GVC 943	2021031414	AZ105244065
480	GVC 944	2021031415	AZ105244066
481	GVC 945	2021031416	AZ105244067
482	GVC 946	2021031417	AZ105244068
483	GVC 947	2021031418	AZ105244069
484	GVC 960	2021031419	AZ105244070
485	GVC 668	2021027931	AZ105244078
486	GVC 673	2021027936	AZ105244083
487	GVC 674	2021027937	AZ105244084
488	GVC 675	2021027938	AZ105244085
489	GVC 676	2021027939	AZ105244086
490	GVC 677	2021027940	AZ105244087
491	GVC 678	2021027941	AZ105244088
492	GVC 679	2021027942	AZ105244089
493	GVC 680	2021027943	AZ105244090
494	GVC 681	2021027944	AZ105244091
495	GVC 682	2021027945	AZ105244092
496	GVC 683	2021027946	AZ105244093
497	GVC 684	2021027947	AZ105244094
498	GVC 685	2021027948	AZ105244095
499	GVC 686	2021027949	AZ105244096
500	GVC 687	2021027950	AZ105244097
501	GVC 688	2021027951	AZ105244098
502	GVC 689	2021027952	AZ105244099
503	GVC 690	2021027953	AZ105244100
504	GVC 691	2021027954	AZ105244101
505	GVC 695	2021027955	AZ105244102
506	GVC 696	2021027956	AZ105244103
507	GVC 697	2021027957	AZ105244104
508	GVC 698	2021027958	AZ105244105
509	GVC 699	2021027959	AZ105244106
510	GVC 707	2021027967	AZ105244114
511	GVC 708	2021027968	AZ105244115
512	GVC 709	2021027969	AZ105244116
513	GVC 710	2021027970	AZ105244117
514	GVC 711	2021027971	AZ105244118
515	GVC 1149	2021027975	AZ105244122
516	GVC 1150	2021027976	AZ105244123
517	GVC 1151	2021027977	AZ105244124
518	GVC 1152	2021027978	AZ105244125
519	GVC 1156	2021027982	AZ105244129
520	GVC 1157	2021027983	AZ105244130

No.	Name of Claim	Fee No.	BLM Serial No.
521	GVC 1158	2021027984	AZ105244131
522	GVC 1159	2021027985	AZ105244132
523	GVC 1163	2021027989	AZ105244136
524	GVC 1164	2021027990	AZ105244137
525	GVC 1165	2021027991	AZ105244138
526	GVC 1166	2021027992	AZ105244139
527	GVC 1170	2021027996	AZ105244143
528	GVC 1171	2021027997	AZ105244144
529	GVC 1172	2021027998	AZ105244145
530	GVC 1173	2021027999	AZ105244146
531	GVC 1177	2021028003	AZ105244150
532	GVC 1178	2021028004	AZ105244151
533	GVC 1179	2021028005	AZ105244152
534	GVC 1180	2021028006	AZ105244153
535	GVC 1184	2021028010	AZ105244157
536	GVC 1185	2021028011	AZ105244158
537	GVC 1186	2021028012	AZ105244159
538	GVC 1187	2021028013	AZ105244160
539	GVC 1191	2021028017	AZ105244164
540	GVC 1192	2021028018	AZ105244165
541	GVC 1193	2021028019	AZ105244166
542	GVC 1194	2021028020	AZ105244167
543	GVC 1198	2021028024	AZ105244171
544	GVC 1199	2021028025	AZ105244172
545	GVC 1200	2021028026	AZ105244173
546	GVC 1201	2021028027	AZ105244174
547	GV 42	2021035310	AZ105244216
548	GV 43	2021035311	AZ105244217
549	GV 44	2021035312	AZ105244218
550	GV 45	2021035313	AZ105244219
551	GV 46	2021035314	AZ105244220
552	GV 47	2021035315	AZ105244221
553	GV 48	2021035316	AZ105244222
554	GV 49	2021035317	AZ105244223
555	GV 50	2021035318	AZ105244224
556	GV 61	2021035329	AZ105244235
557	GV 62	2021035330	AZ105244236
558	GV 63	2021035331	AZ105244237
559	GV 64	2021035332	AZ105244238
560	GV 65	2021035333	AZ105244239
561	GV 66	2021035334	AZ105244240
562	GV 67	2021035335	AZ105244241
563	GV 68	2021035336	AZ105244242
564	GV 69	2021035337	AZ105244243

No.	Name of Claim	Fee No.	BLM Serial No.
565	GV 84	2021035352	AZ105244258
566	GV 85	2021035353	AZ105244259
567	GV 86	2021035354	AZ105244260
568	GV 87	2021035355	AZ105244261
569	GV 88	2021035356	AZ105244262
570	GV 89	2021035357	AZ105244263
571	GV 90	2021035358	AZ105244264
572	GV 91	2021035359	AZ105244265
573	GV 92	2021035360	AZ105244266
574	GV 110	2021035378	AZ105244284
575	GV 111	2021035379	AZ105244285
576	GV 112	2021035380	AZ105244286
577	GV 113	2021035381	AZ105244287
578	GV 114	2021035382	AZ105244288
579	GV 115	2021035383	AZ105244289
580	GV 116	2021035384	AZ105244290
581	GV 117	2021035385	AZ105244291
582	GV 118	2021035386	AZ105244292
583	GV 149	2021035411	AZ105244317
584	GV 150	2021035412	AZ105244318
585	GV 151	2021035413	AZ105244319
586	GV 152	2021035414	AZ105244320
587	GV 153	2021035415	AZ105244321
588	GV 154	2021035416	AZ105244322
589	GV 155	2021035417	AZ105244323
590	GVC 742	2021025181	AZ105244324
591	GV 156	2021035418	AZ105244387
592	GV 157	2021035419	AZ105244388
593	GV 158	2021035420	AZ105244389
594	GV 159	2021035421	AZ105244390
595	GV 160	2021035422	AZ105244391
596	GV 161	2021035423	AZ105244392
597	GV 162	2021035424	AZ105244393
598	GV 163	2021035425	AZ105244394
599	GV 164	2021035426	AZ105244395
600	GV 165	2021035427	AZ105244396
601	GV 166	2021035428	AZ105244397
602	GV 167	2021035429	AZ105244398
603	GV 168	2021035430	AZ105244399
604	GV 169	2021035431	AZ105244400
605	GV 170	2021035432	AZ105244401
606	GV 171	2021035433	AZ105244402
607	GV 172	2021035434	AZ105244403
608	GV 187	2021035439	AZ105244408

No.	Name of Claim	Fee No.	BLM Serial No.
609	GV 188	2021035440	AZ105244409
610	GV 189	2021035441	AZ105244410
611	GV 190	2021035442	AZ105244411
612	GV 191	2021035443	AZ105244412
613	GV 192	2021035444	AZ105244413
614	GV 193	2021035445	AZ105244414
615	GV 194	2021035446	AZ105244415
616	GV 195	2021035447	AZ105244416
617	GV 196	2021035448	AZ105244417
618	GV 197	2021035449	AZ105244418
619	GV 198	2021035450	AZ105244419
620	GV 199	2021035451	AZ105244420
621	GV 200	2021035452	AZ105244421
622	GV 201	2021035453	AZ105244422
623	GV 202	2021035454	AZ105244423
624	GV 203	2021035455	AZ105244424
625	GV 204	2021035456	AZ105244425
626	GV 205	2021035457	AZ105244426
627	GV 206	2021035458	AZ105244427
628	GV 207	2021035459	AZ105244428
629	GV 208	2021035460	AZ105244429
630	GV 209	2021035461	AZ105244430
631	GV 210	2021035462	AZ105244431
632	GV 211	2021035463	AZ105244432
633	GV 212	2021035464	AZ105244433
634	GV 213	2021035465	AZ105244434
635	GV 214	2021035466	AZ105244435
636	GV 227	2021035473	AZ105244443
637	GV 228	2021035474	AZ105244444
638	GV 229	2021035475	AZ105244445
639	GV 230	2021035476	AZ105244446
640	GV 231	2021035477	AZ105244447
641	GV 232	2021035478	AZ105244448
642	GV 233	2021035479	AZ105244449
643	GV 234	2021035480	AZ105244450
644	GV 235	2021035481	AZ105244451
645	GV 236	2021035482	AZ105244452
646	GV 237	2021035483	AZ105244453
647	GV 238	2021035484	AZ105244454
648	GV 239	2021035485	AZ105244455
649	GV 240	2021035486	AZ105244456
650	GV 241	2021035487	AZ105244457
651	GV 242	2021035488	AZ105244458
652	GV 243	2021035489	AZ105244459

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No.	Name of Claim	Fee No.	BLM Serial No.
653	GV 244	2021035490	AZ105244460
654	GV 245	2021035491	AZ105244461
655	GV 246	2021035492	AZ105244462
656	GV 247	2021035493	AZ105244463
657	GV 248	2021035494	AZ105244464
658	GV 249	2021035495	AZ105244465
659	GV 250	2021035496	AZ105244466
660	GV 251	2021035497	AZ105244467
661	GV 252	2021035498	AZ105244468
662	GV 253	2021035499	AZ105244469
663	GV 254	2021035500	AZ105244470
664	GV 255	2021035501	AZ105244471
665	GV 256	2021035502	AZ105244472
666	GV 257	2021035503	AZ105244473
667	GV 270	2021035512	AZ105244482
668	GV 271	2021035513	AZ105244483
669	GV 272	2021035514	AZ105244484
670	GV 273	2021035515	AZ105244485
671	GV 274	2021035516	AZ105244486
672	GV 275	2021035517	AZ105244487
673	GV 276	2021035518	AZ105244543
674	GV 277	2021035519	AZ105244544
675	GV 278	2021035520	AZ105244545
676	GV 281	2021035522	AZ105244547
677	GV 282	2021035523	AZ105244548
678	GV 283	2021035524	AZ105244549
679	GV 284	2021035525	AZ105244550
680	GV 285	2021035526	AZ105244551
681	GV 286	2021035527	AZ105244552
682	GV 287	2021035528	AZ105244553
683	GV 288	2021035529	AZ105244554
684	GV 289	2021035530	AZ105244555
685	GV 290	2021035531	AZ105244556
686	GV 291	2021035532	AZ105244557
687	GV 292	2021035533	AZ105244558
688	GV 293	2021035534	AZ105244559
689	GV 294	2021035535	AZ105244560
690	GV 295	2021035536	AZ105244561
691	GV 296	2021035537	AZ105244562
692	GV 297	2021035538	AZ105244563
693	GV 298	2021035539	AZ105244564
694	GV 299	2021035540	AZ105244565
695	GV 300	2021035541	AZ105244566
696	GV 301	2021035542	AZ105244567

No.	Name of Claim	Fee No.	BLM Serial No.
697	GV 302	2021035543	AZ105244568
698	GV 324	2021035563	AZ105244588
699	GV 325	2021035564	AZ105244589
700	GV 326	2021035565	AZ105244590
701	GV 327	2021035566	AZ105244591
702	GV 328	2021035567	AZ105244592
703	GV 329	2021035568	AZ105244593
704	GV 330	2021035569	AZ105244594
705	GV 331	2021035570	AZ105244595
706	GV 332	2021035571	AZ105244596
707	GV 333	2021035572	AZ105244597
708	GV 334	2021035573	AZ105244598
709	GV 336	2021035574	AZ105244599
710	GV 337	2021035575	AZ105244600
711	GV 338	2021035576	AZ105244601
712	GV 339	2021035577	AZ105244602
713	GV 340	2021035578	AZ105244603
714	GV 341	2021035579	AZ105244604
715	GV 342	2021035580	AZ105244605
716	GV 343	2021035581	AZ105244606
717	GV 344	2021035582	AZ105244607
718	GV 345	2021035583	AZ105244608
719	GV 346	2021035584	AZ105244609
720	GV 347	2021035585	AZ105244610
721	GV 348	2021035586	AZ105244611
722	GV 349	2021035587	AZ105244612
723	GV 350	2021035588	AZ105244613
724	GV 351	2021035589	AZ105244614
725	GV 352	2021035590	AZ105244615
726	GV 353	2021035591	AZ105244616
727	GV 354	2021035592	AZ105244617
728	GV 355	2021035593	AZ105244618
729	GV 356	2021035594	AZ105244619
730	GV 357	2021035595	AZ105244620
731	GV 358	2021035596	AZ105244621
732	GV 394	2021036971	AZ105244647
733	GV 395	2021036972	AZ105244648
734	GV 396	2021036973	AZ105244649
735	GV 397	2021036974	AZ105244650
736	GV 398	2021036975	AZ105244651
737	GV 399	2021036976	AZ105244652
738	GV 400	2021036977	AZ105244653
739	GV 401	2021036978	AZ105244654
740	GV 402	2021036979	AZ105244655

No.	Name of Claim	Fee No.	BLM Serial No.
741	GV 403	2021036980	AZ105244656
742	GV 404	2021036981	AZ105244657
743	GV 405	2021036982	AZ105244658
744	GV 406	2021036983	AZ105244659
745	GV 407	2021036984	AZ105244660
746	GV 408	2021036985	AZ105244661
747	GV 409	2021036986	AZ105244662
748	GV 410	2021036987	AZ105244663
749	GV 411	2021036988	AZ105244664
750	GV 412	2021036989	AZ105244665
751	GV 413	2021036990	AZ105244666
752	GV 414	2021036991	AZ105244667
753	GV 439	2021037016	AZ105244692
754	GV 440	2021037017	AZ105244693
755	GV 441	2021037018	AZ105244694
756	GV 442	2021037019	AZ105244695
757	GV 443	2021037020	AZ105244696
758	GV 444	2021037021	AZ105244697
759	GV 445	2021037022	AZ105244698
760	GV 446	2021037023	AZ105244699
761	GV 447	2021037024	AZ105244700
762	GV 454	2021037025	AZ105244701
763	GV 455	2021037026	AZ105244702
764	GV 456	2021037027	AZ105244703
765	GV 457	2021037028	AZ105244704
766	GV 458	2021037029	AZ105244705
767	GV 459	2021037030	AZ105244706
768	GV 460	2021037031	AZ105244707
769	GV 461	2021037032	AZ105244708
770	GV 462	2021037033	AZ105244709
771	GV 463	2021037034	AZ105244710
772	GV 464	2021037035	AZ105244711
773	GV 465	2021037036	AZ105244712
774	GV 466	2021037037	AZ105244713
775	GV 467	2021037038	AZ105244714
776	GV 468	2021037039	AZ105244715
777	GV 469	2021037040	AZ105244716
778	GV 470	2021037041	AZ105244717
779	GV 471	2021037042	AZ105244718
780	GV 472	2021037043	AZ105244719
781	GV 473	2021037044	AZ105244720
782	GV 522	2021037078	AZ105245124
783	GV 523	2021037079	AZ105245125
784	GV 524	2021037080	AZ105245126

No.	Name of Claim	Fee No.	BLM Serial No.
785	GV 525	2021037081	AZ105245127
786	GV 526	2021037082	AZ105245128
787	GV 527	2021037083	AZ105245129
788	GV 528	2021037084	AZ105245130
789	GV 529	2021037085	AZ105245131
790	GV 530	2021037086	AZ105245132
791	GV 533	2021037087	AZ105245133
792	GV 534	2021037088	AZ105245134
793	GV 577	2021037112	AZ105245158
794	GV 578	2021037113	AZ105245159
795	GV 579	2021037114	AZ105245160
796	GV 580	2021037115	AZ105245161
797	GV 581	2021037116	AZ105245162
798	GV 582	2021037117	AZ105245163
799	GV 583	2021037118	AZ105245164
800	GV 584	2021037119	AZ105245165
801	GV 585	2021037120	AZ105245166
802	GV 586	2021037121	AZ105245167
803	GV 587	2021037122	AZ105245168
804	GV 588	2021037123	AZ105245169
805	GV 589	2021037124	AZ105245170
806	GV 590	2021037125	AZ105245171
807	GV 591	2021037126	AZ105245172
808	GV 592	2021037127	AZ105245173
809	GV 595	2021037128	AZ105245174
810	GV 596	2021037129	AZ105245175
811	GV 597	2021037130	AZ105245176
812	GV 642	2021037152	AZ105245198
813	GV 643	2021037153	AZ105245199
814	GV 644	2021037154	AZ105245200
815	GV 645	2021037155	AZ105245201
816	GV 646	2021037156	AZ105245202
817	GV 647	2021037157	AZ105245203
818	GV 648	2021037158	AZ105245204
819	GV 649	2021037159	AZ105245205
820	GV 650	2021037160	AZ105245206
821	GV 701	2021037161	AZ105245207
822	GV 702	2021037162	AZ105245208
823	GV 703	2021037163	AZ105245209
824	GV 704	2021037164	AZ105245210
825	GV 705	2021037165	AZ105245211
826	GV 706	2021037166	AZ105245212
827	GV 707	2021037167	AZ105245213
828	GV 708	2021037168	AZ105245214

No.	Name of Claim	Fee No.	BLM Serial No.
829	GV 709	2021037169	AZ105245215
830	GV 710	2021037170	AZ105245216
831	GV 711	2021037171	AZ105245217
832	GV 712	2021037172	AZ105245218
833	GV 713	2021037173	AZ105245219
834	GV 714	2021037174	AZ105245220
835	GV 715	2021037175	AZ105245221
836	GV 716	2021037176	AZ105245222
837	GV 717	2021037177	AZ105245223
838	GV 718	2021037178	AZ105245224
839	GV 722	2021037179	AZ105245225
840	GV 723	2021037180	AZ105245226
841	GV 724	2021037181	AZ105245227
842	GV 725	2021037182	AZ105245228
843	GV 726	2021037183	AZ105245229
844	GV 651	2021037522	AZ105245250
845	GV 652	2021037523	AZ105245251
846	GV 653	2021037524	AZ105245252
847	GV 658	2021037525	AZ105245253
848	GV 659	2021037526	AZ105245254
849	GV 660	2021037527	AZ105245255
850	GV 661	2021037528	AZ105245256
851	GV 692	2021037550	AZ105245278
852	GV 693	2021037551	AZ105245279
853	GV 694	2021037552	AZ105245280
854	GV 695	2021037553	AZ105245281
855	GV 696	2021037554	AZ105245282
856	GV 697	2021037555	AZ105245283
857	GV 698	2021037556	AZ105245284
858	GV 699	2021037557	AZ105245285
859	GV 700	2021037558	AZ105245286
860	GV 768	2021037565	AZ105245293
861	GV 769	2021037566	AZ105245294
862	GV 770	2021037567	AZ105245295
863	GV 776	2021037573	AZ105245301
864	GV 777	2021037574	AZ105245302
865	GV 778	2021037575	AZ105245303
866	GV 779	2021037576	AZ105245304
867	GV 780	2021037577	AZ105245305
868	GV 781	2021037578	AZ105245306
869	GV 782	2021037579	AZ105245307
870	GV 783	2021037580	AZ105245308
871	GV 784	2021037581	AZ105245309
872	GV 785	2021037582	AZ105245310

No.	Name of Claim	Fee No.	BLM Serial No.
873	GV 793	2021037583	AZ105245311
874	GV 845	2021037612	AZ105245340
875	GV 846	2021037613	AZ105245341
876	GV 847	2021037614	AZ105245342
877	GV 848	2021037615	AZ105245343
878	GV 849	2021037616	AZ105245344
879	GV 850	2021037617	AZ105245345
880	GV 851	2021037618	AZ105245346
881	GV 852	2021037619	AZ105245347
882	GV 853	2021037620	AZ105245348
883	GV 854	2021037621	AZ105245349
884	GV 918	2021037643	AZ105245371
885	GV 919	2021037644	AZ105245372
886	GV 920	2021037645	AZ105245373
887	GV 921	2021037646	AZ105245374
888	GV 922	2021037647	AZ105245375
889	GV 923	2021037648	AZ105245376
890	GV 986	2021037659	AZ105245387
891	GV 988	2021037660	AZ105245388
892	GV 989	2021037661	AZ105245389
893	GV 990	2021037662	AZ105245390
894	GV 991	2021037663	AZ105245391
895	GV 992	2021037664	AZ105245392
896	GV 993	2021037665	AZ105245393
897	GV 996	2021037666	AZ105245394
898	GV 1058	2021037676	AZ105245404
899	GV 1059	2021037677	AZ105245405
900	GV 1060	2021037678	AZ105245406
901	GV 1061	2021037679	AZ105245407
902	GV 1062	2021037680	AZ105245408
903	GV 1063	2021037681	AZ105245409
904	GV 1064	2021037682	AZ105245410
905	GV 1065	2021037683	AZ105245411
906	GV 1066	2021037684	AZ105245412
907	GV 1068	2021037686	AZ105245414
908	GV 1069	2021037687	AZ105245415
909	GV 1070	2021037688	AZ105245416
910	GV 1123	2021037703	AZ105245431
911	GV 1124	2021037704	AZ105245432
912	GV 1125	2021037705	AZ105245433
913	GV 1126	2021037706	AZ105245434
914	GV 1127	2021037707	AZ105245435
915	GV 1128	2021037708	AZ105245436
916	GV 1129	2021037709	AZ105245437

No.	Name of Claim	Fee No.	BLM Serial No.
917	GV 1130	2021037710	AZ105245438
918	GV 1131	2021037711	AZ105245439
919	GV 1132	2021037712	AZ105245440
920	GV 1133	2021037713	AZ105245441
921	GV 1134	2021037714	AZ105245442
922	GV 1135	2021037715	AZ105245443
923	GV 1136	2021037716	AZ105245444
924	GV 1185	2021037719	AZ105245447
925	GV 1186	2021037720	AZ105245448
926	GV 1187	2021037721	AZ105245449
927	GV 1188	2021037722	AZ105245450
928	GV 1189	2021037723	AZ105245451
929	GV 1190	2021037724	AZ105245452
930	GV 1191	2021037725	AZ105245453
931	GV 1192	2021037726	AZ105245454
932	GV 1242	2021037729	AZ105245457
933	GV 1243	2021037730	AZ105245458
934	GV 1244	2021037731	AZ105245459
935	GV 1119	2021039780	AZ105245461
936	GV 1120	2021039781	AZ105245462
937	GV 515	2021037071	AZ105253293
938	GV 516	2021037072	AZ105253294
939	GV 517	2021037073	AZ105253295
940	GV 518	2021037074	AZ105253296
941	GV 519	2021037075	AZ105253297
942	GV 520	2021037076	AZ105253298
943	GV 521	2021037077	AZ105253299
944	SC 86 ²	2021065367	AZ105257897
945	GV 136	2021078903	AZ105267342
946	GV 137	2021078904	AZ105267343
947	GV 138	2021078905	AZ105267344
948	GV 139	2021078906	AZ105267345
949	GVC 827	2021078907	AZ105267346
950	GVC 828	2021078908	AZ105267347
951	GVC 1202	2021078909	AZ105267348
952	GVC 750	2021078911	AZ105267349
953	GVC 752	2021078912	AZ105267350
954	GVC 753	2021078913	AZ105267351

² La Cuesta International, Inc. abandoned and relinquished Silver Creek 86 and Silver Creek 87 (AMC407948 and AMC407949) on March 5, 2021, and BLM administratively closed these two (2) claims as of that date. In connection with the effort to locate the 2021-22 Claims, the Company located the open ground previously covered by these abandoned and relinquished claims with two (2) new claims, SC 86 and GVC 216 (AZ105257897 and AZ105241369). GVC's intent was to hold these two (2) new claims for the benefit of La Cuesta, and that the two (2) new claims remain subject to the terms and conditions of the La Cuesta International, Inc. Mineral Lease and Option Agreement.

No.	Name of Claim	Fee No.	BLM Serial No.
955	GVC 754	2021078914	AZ105267352
956	GVC 760	2021078915	AZ105267353
957	GVC 762	2021078916	AZ105267354
958	GVC 763	2021078917	AZ105267355
959	GVC 764	2021078918	AZ105267356
960	GVC 765	2021078919	AZ105267357
961	GVC 736	2021080085	AZ105267358
962	GVC 742		AZ105244324

IX. Arizona State Land Department Mineral Exploration Permit (the “ASLD Section 32 (T20N, R20W) Exploration Permit”)

Arizona State Land Department Mineral Exploration Permit (Permit No. 08-121678), issued to Golden Vertex Corp. on December 22, 2020, expiring no later than December 21, 2025, regarding approximately 640.00 acres of land within Section 32, Township 20 North, Range 20 West, G&SRB&M, Mohave County, Arizona (concerns mineral estate only; the surface estate is vested in the United States and managed by BLM).

The Arizona State Land Department Mineral Exploration Permit listed in this Part IX replaces the expired Arizona State Land Department Mineral Exploration Permit 08-116110, and is subject to that certain 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 Memorandum of Option Agreement and Notice of Assignment and Assumption of Option Agreement dated August 6, 2014 and recorded September 3, 2014 at Fee No. 2014038469, and 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 October 29, 2015 at Fee No. 2015047985. Note that Permittees of Arizona State Land Department Mineral Exploration Permits “shall not assign or sub-let [Mineral Exploration Permits] or any right or rights thereunder, without first obtaining the written consent of the State Land Commissioner.”

X. Arizona State Land Department Mineral Exploration Permit (the “ASLD Section 16 (T19N, R20W) Exploration Permit”)

Arizona State Land Department Mineral Exploration Permit (Permit No. 08-121679), issued to Golden Vertex Corp. on December 22, 2020, expiring no later than December 21, 2025, regarding approximately 537.83 acres of land within Section 16, Township 19 North, Range 20 West, G&SRB&M, Mohave County, Arizona.

Note that Permittees of Arizona State Land Department Mineral Exploration Permits “shall not assign or sub-let [Mineral Exploration Permits] or any right or rights thereunder, without first obtaining the written consent of the State Land Commissioner.”

Schedule 1.1(qqq)**Payment Obligation Agreements**

1. Finder's Agreement Moss Mine, dated March 4, 2011, by and among Northern Vertex, Capital Inc., (now known as Elevation Gold Mining Corp.), and Hartmut W. Baitis, Robert B. Hawkins, and Larry L. Lackey, Memorandum of Agreement recorded in the Official Records of Mohave County on January 11, 2012 as Fee# 2012001400.
2. Silver Purchase and Sale Agreement (Streaming Agreement), dated December 5, 2018, by and among Maverix Metals Inc., Golden Vertex Corp. and Northern Vertex Mining Corp (now known as Elevation Gold Mining Corporation), as amended by that certain First Amendment to Silver Purchase and Sale Agreement dated July 30, 2019, as amended by that certain Second Amendment to the Silver Purchase and Sale Agreement, dated May 15, 2023, and as further amended by that certain Reaffirmation and Third Amendment to Silver Purchase and Sale Agreement, dated April 4, 2024.
3. Loan Agreement, dated August 15, 2022 by and among Elevation Gold Mining Corporation and Maverix Metals Inc., as amended by that certain First Amendment to Loan Agreement, dated January 18, 2023, as further amended by that certain Amended and Restated Loan Agreement, dated May 15, 2023, as further amended by that certain Second Amended and Restated Loan Agreement, dated December 15, 2023, as further amended by that certain Third Amended and Restated Loan Agreement, dated March 15, 2024.
4. Promissory Note, dated September 25, 2023 by and among Elevation Gold Mining Corporation and Maverix Metals Inc., as amended and restated by the following amended and restated promissory notes, each by and among Elevation Gold Mining Corporation and Maverix Metals Inc.:
 - a. Amended and Restated Promissory Note dated October 25, 2023;
 - b. Amended and Restated Promissory Note dated November 21, 2023;
 - c. Amended and Restated Promissory Note dated December 1, 2023;
 - d. Amended and Restated Promissory Note dated January 15, 2024;
 - e. Amended and Restated Promissory Note dated January 29, 2024;
 - f. Amended and Restated Promissory Note dated February 9, 2024;
 - g. Amended and Restated Promissory Note dated February 16, 2024;
 - h. Amended and Restated Promissory Note dated February 29, 2024;
 - i. Amended and Restated Promissory Note dated March 27, 2024;

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- j. Amended and Restated Promissory Note dated April 29, 2024;
 - k. Amended and Restated Promissory Note dated May 24, 2024; and
 - l. Amended and Restated Promissory Note dated June 28, 2024.
5. Reaffirmation and Amendment to Pledge and Security Agreement, dated January 29, 2024 between Golden Vertex Corp. and Maverix Metals Inc.
 6. Amendment to Deed of Trust, Assignment of Production, Leases and Rents, Security Agreement, Financing Statement, dated January 29, 2024, granted by Golden Vertex Corp. in favour of Chicago Title Insurance Company as trustee, for the benefit of Maverix Metals Inc.
 7. Demand Promissory Note dated February 26, 2024, by and among Golden Vertex Corp. and Maverix Metals Inc.
 8. Pledge and Security Agreement, dated as of February 26, 2024, made by Golden Vertex Corp. in favour of Maverix Metals Inc.
 9. Deed of Trust Production, Leases and Rents, Security Agreement, Fixture Filing and Financing Statement, dated as of February 26, 2024, granted by Golden Vertex Corp. for the benefit of Maverix Metals Inc.
 10. Multiple Advance Promissory Note in the amount of up to \$2,869,000, dated February 18, 2020, by and among Golden Vertex Corp. and Mohave Electric Cooperative, Incorporated and all related security.

Schedule 1.1(vvv)**Permits****I. Federal Authorizations**

1. Right-of-Way Grant (AZA 037252) [17.3 acres – roads]
Effective Date of Grant: July 3, 2018
Termination Date: December 31, 2047
2. Right of Way Grant (AZA 037478) [4.4 ac.- fiber optics]
Effective Date of Grant: July 3, 2018
Termination Date: December 31, 2047
3. Right of Way Grant (AZA 037253) [15.6 acres – power transmission]
Effective Date of Grant: July 3, 2018
Termination Date: December 31, 2047
4. Mine Plan of Operations (AZA 037772) (495.9 acres)
Operations Authorized: March 23, 2020
Plan Amendment: December 15, 2023
5. Approved Jurisdictional Determination (Army Corps of Engineers) (Oct. 30, 2020)

II. State Authorizations

1. Mining Storm Water Permit
 - i. Arizona Pollutant Discharge Elimination System General Permit for Stormwater Discharges Associated with Industrial Activity – Mineral Industry to Waters of the United States (Permit No. AZMSG2019-002)
Issuance Date: May 15, 2019
Effective Date: January 1, 2020
Expiration Date: on December 31, 2024
2. Air Quality Control Permit (Permit No. 90574)
Issuance Date: January 24, 2022
Expiration Date: January 23, 2027
3. Aquifer Protection Permit (Permit No. P-511225)
Issuance Date: November 13, 2023
4. Small Quantity Generator (RCRA ID #AZR000524231)
5. Mined Land Reclamation Plan (ASMI) (2020)

III. County Authorizations

1. Moss Mine 24.9/14/4 KV Power Supply Line License issued to Golden Vertex Corp.
Issuance Date: July 3, 2017

Schedule 2.1.1(c)**Purchased Assets**

1. Storage License Agreement, dated August 1, 2008, by and between Omers Realty Corporation, Marine Building Holdings LTD, and 207073393 Ontario Inc. and Northern Vertex Mining Corp (now known as Elevation Gold Mining Corp.), for the premises located at 355 Burnard Street, Vancouver, BC.

Status: Expired July 31, 2019, continuing month to month.




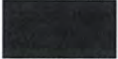
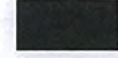


Schedule 2.1.3(c)**California Moss Royalty**

Those certain Royalty Deeds executed on varying dates by and among Patriot Gold Corp, and William B. Pitts, Helen Snipes Himes, Frances Elyse Tibbit, George Thurman Green, William Al Snipes, Joe Harris Sniles, James Greenwood III, Alexander William Greenwood, Mary Grace Greenwood, Marvin Harris Greenwood, Melissa Gray Greenwood Morrow, Amy Norquist Greenwood Hemingway, Nancy Levica Greenwood Riddle, Andrew Peden Greenwood, Robert James Greenwood, Joseph Harris (Jody) Greenwood, Jr., Lisa Attaya, Greg Greenwood, Corinna Carr Smith, Robert I. Carr Jr., John D. Carr, Betty Carr Tilley, James Carr, Pamela A. Greenwood, Mimi Ellis, Nelson M. Greenwood, Benjamin Fairfax Greenwood, John Greenwood, and Mary Greenwood Anderson (collectively the “Descendants of Ella Harris Greenwood”); Brooks Carleton Wilson and Barrie Lee Bliesner Perry Dugan (collectively the “Descendants of Ina Mary Harris White”); and Charles Leroy Short, Howard Earle Short, Trustee of the Howard Earle Short 1959 Trust, Bennett W. D’Aubrey (fka Bennett W. Short), and the Heirs of Marie Short Batte namely Elyse Blatt and Darrill Batte.

- a. Recorded December 7, 2007 in Book 7044 of Official Records of Mohave County (hereafter “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 and in Fee No 2016023500 of Official Records.

Schedule 2.2.1

GVC Retained Vendor Deposits

Holder of Deposit	Amount
Piteau Associates USA Ltd 9090 Double Diamond Parkway, Suite 1 Reno, NV 89521	
JPMorgan Chase Bank, N.A. P O Box 182051 Columbus, OH 43218-2051	
Empire Cat PO BOX 29879 Phoenix, Arizona 85038	
SVL Analytical Inc PO Box 929 Kellogg, ID 83837	
Mohave Environmental Lab 2580 Landon Drive, Suite A Bullhead City, Arizona 86429	
NMS Health 1675 Whitehorse Mercerville Road, Ste 205, Hamilton, NJ 08619	
Total Deposits with Vendors	

Schedule 2.2.2**Purchase Price Allocation**

	Description of Purchased Assets	Allocation of Purchase Price as a Percentage
1.	GVC Shares	99.97%
2.	Business Information	0.02%
3.	Contracts listed in Schedule 2.1.1(c)	0.01%

Exhibit A**Form of Monitor's Certificate**

[see attached]

No. S - 245121
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**

AND

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

AND

**IN THE MATTER OF ELEVATION GOLD MINING CORPORATION,
ECLIPSE GOLD MINING CORPORATION, GOLDEN VERTEX CORP.
and GOLDEN VERTEX (IDAHO) CORP.**

PETITIONERS

MONITOR'S CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Madam Justice Fitzpatrick of the Supreme Court of British Columbia (the "**Court**") dated August 1, 2024, the Petitioners commenced proceedings pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended and KSV Restructuring Inc. was appointed as monitor of the Petitioners (in such capacity, the "**Monitor**") in those proceedings.
- B. Pursuant to an Order of the Court dated December 17, 2024 (the "**Approval and Vesting Order**"), the Court approved an Agreement of Purchase and Sale dated December 3, 2024 (the "**Sale Agreement**") between Elevation Gold Mining Corporation as the "**Seller**" and EG Acquisition LLC as the "**Purchaser**", and the transaction contemplated thereby.
- C. Pursuant to the Approval and Vesting Order, certain steps, declarations, actions and other occurrences, including, among other things, the vesting of certain assets, Claims, Encumbrances and Liabilities, and the granting of releases, are to become effective upon: (i) the delivery by the Monitor, of this Monitor's Certificate to the Purchaser's counsel in escrow; and (ii) the release of this Monitor's Certificate from escrow upon the Monitor's receipt of the Purchase Price.
- D. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Approval and Vesting Order or the Sale Agreement, as applicable.

THE MONITOR CERTIFIES the following:

1. The Seller has provided written confirmation to the Monitor, pursuant to Section 2.3.3 of the Sale Agreement, that all conditions to Closing as set out in Article 7 of the Sale Agreement have been satisfied or waived.
2. The Purchaser has provided written confirmation to the Monitor, pursuant to Section 2.3.3 of the Sale Agreement, that all conditions to Closing as set out in Article 7 of the Sale Agreement have been satisfied or waived.
3. The Monitor has received the amount referred to in Section 2.2.1 of the Sale Agreement.
4. The Monitor will file, as soon as practicable, a copy of this Monitor's Certificate with the Court and provide evidence of such filing to the Purchaser.

DATED at the City of _____, in the Province of _____, this ___ day of _____, 202_

KSV Restructuring Inc., in its capacity as Monitor, and not in its personal capacity.

Per: _____

Name:

Title:

Exhibit B

Form of Approval and Vesting Order

[see attached]

No. S - 245121
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

AND

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

AND

IN THE MATTER OF ELEVATION GOLD MINING CORPORATION,
ECLIPSE GOLD MINING CORPORATION, GOLDEN VERTEX CORP.
and GOLDEN VERTEX (IDAHO) CORP.

PETITIONERS

ORDER MADE AFTER APPLICATION

(Approval and Vesting Order)

BEFORE THE HONOURABLE MADAM
JUSTICE FITZPATRICK

)
)
)
)

TUESDAY, THE 17TH DAY
OF DECEMBER 2024

ON THE APPLICATION of Elevation Gold Mining Corporation (“**Elevation Gold**”) and Golden Vertex Corp. (“**GVC**”) coming on for hearing at Vancouver, British Columbia, on the 17th day of December, 2024; AND ON HEARING Alexis Teasdale, counsel for the Petitioners, and those other counsel listed on **Schedule “A”** hereto, and no one else appearing although duly served; AND UPON READING the material filed, including the Notice of Application filed December 3, 2024, the Sixth Affidavit of Tim Swendseid sworn December 3, 2024 (the “**Sixth Swendseid Affidavit**”), the Confidential Seventh Affidavit of Tim Swendseid, sworn December 3, 2024 (the “**Confidential Seventh Swendseid Affidavit**”), and the Fourth Report of KSV Restructuring Inc. (the “**Monitor**”), dated December 3, 2024;

AND pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), the *British Columbia Supreme Court Civil Rules*, and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

Service and Definitions

1. The time for service of the Notice of Application and supporting materials is hereby abridged so that the application is properly returnable today, and the need for further service of the Notice of Application and supporting materials is hereby dispensed with.
2. All capitalized terms used but not otherwise defined in this Order shall have the meaning given to them in the Agreement of Purchase and Sale dated December 2, 2024 (the "**Sale Agreement**"), a redacted copy of which is attached as Exhibit "A" to the Sixth Swendseid Affidavit between Elevation Gold and EG Acquisition LLC (the "**Purchaser**"). In addition, the following capitalized terms shall have the following meanings:
 - (a) "**ARIO**" means the Amended and Restated Initial Order pronounced by the Honourable Madam Justice Fitzpatrick in these CCAA proceedings on August 12, 2024;
 - (b) "**CCAA Charges**" means any encumbrances or charges created by the ARIO, as recognized by the Order Granting Recognition and Related Relief of the US Court entered on September 16, 2024, and the Interim Financing and KERF Order, and any other charges granted by the Court in these proceedings;
 - (c) "**Claims**" means any and all security interests (whether contractual, statutory, or otherwise), hypothecs, pledges, mortgages, liens, trusts or deemed trusts (whether contractual, statutory, or otherwise), reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgments, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, and for greater certainty, includes all Liabilities and Liens;
 - (d) "**Encumbrances**" means (i) the CCAA Charges; (ii) all charges, security interests or claims evidenced by registrations, filings or recordations pursuant to the *Personal Property Security Act* of British Columbia, the Uniform Commercial Code of the United States of America, or any other personal property registry system; (iii) all charges, security interests, Claims or Liens evidenced by registrations, filings or recordations under any real property registry systems in British Columbia or Arizona; and (iv) all charges, security interests, claims or Liens associated with those Payment Obligation Agreements listed on **Schedule "B"** hereto;
 - (e) "**Interim Financing and KERF Order**" means the Order (Approval of Interim Financing and Key Employee Retention Plan and Charges) pronounced by the Honourable Mr. Justice Milman in these CCAA proceedings on September 26, 2024;
 - (f) "**Nomad**" means Nomad Royalty Company Limited;

- (g) “**Nomad Agreement**” means the Binding Letter Agreement, Moss Mine, Property, Mohave County, Arizona, dated March 4, 2004, between MinQuest, Inc. (whose interest was subsequently assigned and transferred to Nomad by way of assignment and amalgamation) and Patriot (whose interest was subsequently assigned and transferred to GVC);
- (h) “**Nomad Determination Order**” means an Order issued by the US Court determining that the nature of Nomad’s interest in GVC’s property pursuant to the Nomad Agreement is a personal property interest between GVC and Nomad and not an interest in any real property owned by GVC;
- (i) “**Patriot**” means Patriot Gold Corp.;
- (j) “**Patriot Agreement**” means the agreement between GVC and Patriot dated May 25, 2016 recorded in the Official Records of Mohave County as Instrument No. 2016-023500;
- (k) “**Patriot Determination Order**” means an Order issued by the US Court determining that the nature of Patriot’s interest in GVC’s property pursuant to the Patriot Agreement is a personal property interest between GVC and Patriot and not an interest in any real property owned by GVC;
- (l) “**Petitioners**” means Elevation Gold, GVC, Golden Vertex (Idaho) Corp., and Eclipse Gold Mining Corp.; and
- (m) “**SISP Order**” means the Order Made After Application (SISP Approval Order) pronounced by the Honourable Madam Justice Fitzpatrick in these CCAA proceedings on August 12, 2024.

Approval of Transaction

3. The Sale Agreement and the transaction (the “**Transaction**”) contemplated in the Sale Agreement are hereby approved, and the execution of the Sale Agreement by Elevation Gold is hereby authorized and approved, with such amendments to the Sale Agreement as Elevation Gold may agree to with the consent of the Monitor or further order of this Court, provided that such amendments do not, in the opinion of the Monitor and Maverix Metals Inc. (“**Maverix**”), each acting reasonably, materially prejudice Maverix, as secured lender of Elevation Gold and GVC. The performance by Elevation Gold and GVC of their obligations under the Sale Agreement is hereby authorized and approved, and Elevation Gold, GVC and the Monitor are hereby authorized to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the Purchased Assets.

Closing Transactions and Steps

4. Elevation Gold, GVC and the Monitor are authorized to undertake and complete the Transaction pursuant to and in the manner contemplated by the Sale Agreement. Without limiting the generality of the foregoing, upon the Monitor’s receipt of written confirmation from Elevation Gold and the Purchaser that all conditions to Closing have been satisfied

or waived, the Monitor is hereby authorized and directed to deliver an executed copy of a certificate substantially in the form attached as **Schedule "C"** hereto (the "**Monitor's Certificate**"), to the Purchaser's counsel in escrow. Upon the Monitor's receipt of the Purchase Price, the Monitor is hereby authorized and directed to release the Monitor's Certificate from escrow to the Purchaser. Immediately upon the release of the Monitor's Certificate to the Purchaser, the following shall occur and be deemed to occur, as applicable, in accordance with the terms and conditions of the Sale Agreement:

- (a) any Claim, Encumbrance, or Liability in respect of the Payment Obligation Agreements shall be disclaimed and deemed to form part of the GVC Residual Liabilities;
- (b) subject to and immediately upon the Patriot Determination Order being granted and becoming a Final Order, any Claim, Encumbrance or Liability in respect of the Patriot Agreement shall be disclaimed and deemed to form part of the GVC Residual Liabilities;
- (c) subject to and immediately upon the Nomad Determination Order being granted and becoming a Final Order, any Claim, Encumbrance or Liability in respect of the Nomad Agreement shall be disclaimed and deemed to form part of the GVC Residual Liabilities;
- (d) as contemplated by and on the terms set out in paragraph 6 of this Order, the GVC Residual Assets shall be transferred to Elevation Gold and the GVC Residual Liabilities shall be assigned to and assumed by Elevation Gold;
- (e) as contemplated by and on the terms set out in paragraph 6 of this Order, Elevation Gold shall sell, assign and transfer to the Purchaser, and the Purchaser shall purchase and assume from Elevation Gold, all of the right, title and interest of Elevation Gold, if any, in and to all of the Property and undertaking of Elevation Gold (other than the Excluded Assets), held for use in or relating to the Business, including, but not limited to, all right, title and interest of Elevation Gold in, to and under the following
 - (i) the GVC Shares;
 - (ii) the Business Information of the Seller, subject to Section 2.1.2 of the Sale Agreement; and
 - (iii) the assets of the Seller specifically listed in Schedule 2.1.1(c) of the Sale Agreement;

in each case free and clear of and from any Claims or Encumbrances; and

- (f) all equity interests (other than the GVC Shares), as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, preemptive rights, options (including stock options or share purchase or equivalent plans), or other documents or instruments governing or having been created or granted in connection with the share capital of GVC (in each case, for greater

certainty, excluding the GVC Shares), shall be deemed to be cancelled for nominal consideration, in accordance with and pursuant to this Order.

5. Other than approval of the TSXV as contemplated by section 7.2(c) of the Sale Agreement, and entry of the Sale Recognition Order in the US Court, this Order shall constitute the only authorization required by Elevation Gold, GVC or the Monitor to proceed with the Transaction and, no director or shareholder approval shall be required and no authorization, approval or other action by or notice to or filing with any governmental authority or regulatory body exercising jurisdiction in respect of Elevation Gold or GVC is required for the due execution, delivery and performance by Elevation Gold, GVC or the Monitor of the Sale Agreement and the completion of the Transaction.

Vesting of Assets and Liabilities

6. Upon the Monitor releasing the Monitor's Certificate to the Purchaser, as contemplated by paragraph 4 of this Order, the following shall occur, all in accordance with the terms and conditions of the Sale Agreement:
 - (a) the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser in fee simple, free and clear of and from any Claims or Encumbrances, which shall be expunged and discharged as against the Purchased Assets;
 - (b) GVC shall retain all of the GVC Retained Liabilities and the GVC Retained Assets free and clear of the GVC Residual Liabilities and any other Claims or Encumbrances (other than Claims or Encumbrances in connection with the GVC Retained Liabilities), which shall be vested out, expunged and discharged as against the GVC Retained Assets, and for greater certainty, any interest any of the counterparties to the Payment Obligation Agreements may have in the Moss Mine or the GVC Retained Assets is hereby vested out, expunged and discharged;
 - (c) subject to and immediately upon the Patriot Determination Order being granted and becoming a Final Order, any interest Patriot may have in the Moss Mine or the GVC Retained Assets is hereby vested out, expunged and discharged;
 - (d) subject to and immediately upon the Nomad Determination Order being granted and becoming a Final Order, any interest Nomad may have in the Moss Mine or the GVC Retained Assets is hereby vested out, expunged and discharged;
 - (e) all of GVC's right, title and interest in and to the GVC Residual Assets shall vest absolutely and exclusively in the name of Elevation Gold and all Claims and Encumbrances attached to the GVC Residual Assets shall continue to attach to the GVC Residual Assets with the same nature and priority as they had immediately prior to their transfer;
 - (f) all GVC Residual Liabilities shall vest absolutely and exclusively in the name of Elevation Gold and shall become obligations of Elevation Gold and cease to be obligations of GVC, and GVC shall be forever released and discharged from the GVC Residual Liabilities and any and all obligations pursuant thereto, and any and all Claims or Encumbrances securing the GVC Residual Liabilities shall be forever

released and discharged in respect of GVC and the GVC Retained Assets, provided that nothing in this Order shall be deemed to cancel the GVC Retained Liabilities;

- (g) the commencement or prosecution, whether directly, indirectly, derivatively or otherwise, of any demands, claims, actions, counterclaims, suits, judgments, or other remedy or recovery with respect to any indebtedness, liability, obligation or cause of action against GVC in respect of the GVC Residual Liabilities or the GVC Residual Assets, shall be permanently enjoined, waived, discharged, released, cancelled and barred;
 - (h) the nature of the GVC Retained Assets and the GVC Retained Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Sale Agreement or the steps and actions taken in accordance with the terms thereof;
 - (i) the nature and priority of the GVC Residual Liabilities assumed by Elevation Gold, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer and assignment to and assumption by Elevation Gold; and
 - (j) any Person that, prior to the Closing Date, had a valid Claim or Encumbrance against GVC or the GVC Retained Assets in respect of the GVC Residual Liabilities shall no longer have such Claim or Encumbrance against GVC or the GVC Retained Assets, but will have an equivalent Claim or Encumbrance against Elevation Gold (including without limitation, in respect of any Property of Elevation Gold) in respect of the GVC Residual Liabilities from and after the Closing Date in its place and stead, and nothing in this Order limits, lessens or extinguishes the GVC Residual Liabilities as against Elevation Gold.
7. Upon delivery by the Monitor to the Purchaser of the Monitor's Certificate, GVC shall cease to be a Petitioner in these proceedings and shall be deemed to be released from the purview of all orders of this Court granted in these proceedings, save and except for this Order, and the style of cause shall be amended accordingly.
8. Upon the filing of a certified copy of this Order with any governmental authorities (collectively, "**Governmental Authorities**"), together with any applicable registration fees, all such Governmental Authorities are hereby authorized, requested and directed to accept delivery of such certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required in order to give effect to the terms of this Order and the Sale Agreement.
9. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of a certified copy of this Order shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations such that the Purchased Assets and the GVC Retained Assets shall be free from all Encumbrances. The Purchaser

shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances as contemplated herein.

10. For the purposes of determining the nature and priority of Claims or Encumbrances against the Purchased Assets or the GVC Retained Assets, as the case may be, the net proceeds from the sale of the Purchased Assets and the GVC Retained Assets shall stand in the place and stead of the Purchased Assets and the GVC Retained Assets, as applicable, and from and after the date of release of the Monitor's Certificate from escrow, all Claims and Encumbrances on any of the Purchased Assets and the GVC Retained Assets, shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets or the GVC Retained Assets, as applicable, immediately prior to the sale, as if the Purchased Assets and the GVC Retained Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
11. Notwithstanding anything to the contrary in this Order, this Court specifically makes no finding as to whether the interests of Patriot or Nomad are interests in real property, and this Order is without prejudice to the determination of such issue by the United States Bankruptcy Court for the District of Arizona, including with respect to the positions of all parties.
12. The Monitor is hereby authorized and directed, as soon as reasonably practicable following the release of the Monitor's Certificate from escrow, to file with the Court a copy of the Monitor's Certificate and, following the Monitor's receipt thereof, serve the filed copy of the Monitor's Certificate, upon the Service List maintained by the Monitor in these CCAA proceedings.

Releases

13. Effective immediately upon the release from escrow of the Monitor's Certificate, the present and former directors and officers of the Petitioners (collectively, inclusive of any and all de facto and de jure directors and officers, the "**Directors and Officers**"), in their respective capacities as directors or officers, as the case may be, of the applicable Petitioners, are hereby forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to the filing of the Monitor's Certificate in connection with (i) the sale and investment solicitation process undertaken by the Petitioners before the commencement of these proceedings, (ii) the Petitioners' decision to commence these proceedings, (iii) these proceedings or the administration and management of the Petitioners during the course of these proceedings, (iv) the Transaction, or (v) anything done pursuant to the terms of this Order (collectively, the "**Released D&O Claims**"), which Released D&O Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Directors and Officers,

provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim for gross negligence or wilful misconduct or any claim that is not permitted to be released pursuant to Section 5.1(2) of the CCAA.

14. Effective immediately upon the release from escrow of the Monitor's Certificate, (i) the Petitioners' employees, legal counsel and advisors, and (ii) the Monitor and its legal counsel, and their respective present and former directors, officers, partners, employees, and advisors (the persons listed in (i) and (ii) being collectively, the "**Released Parties**") are hereby forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to the filing of the Monitor's Certificate in connection with (i) these proceedings or the administration and management of the Petitioners during the course of these proceedings, (ii) the Transaction, or (iii) anything done pursuant to the terms of this Order (collectively, the "**Released Claims**"), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, and are not vested nor transferred to any of the Petitioners or to any other entity and are extinguished, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim for gross negligence or wilful misconduct.
15. Effective immediately upon the release from escrow of the Monitor's Certificate, (i) the directors, officers, employees, legal counsel and advisors of INFOR Financial Inc. ("**INFOR**"), and (ii) INFOR in its capacity as Sales Agent (as defined in the ARIO) (the persons listed in (i) and (ii) being collectively, the "**Sales Agent Released Parties**") shall be deemed to be forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to the issuance of the Monitor's Certificate in connection with the Transaction or the SISP (as defined in the SISP Order) or completed pursuant to the terms of this Order (collectively, the "**Sales Agent Released Claims**"), which Sales Agent Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled, barred and extinguished as against the Sales Agent Released Parties, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim for gross negligence or wilful misconduct.

Miscellaneous

16. Pursuant to Section 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* or Section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, Elevation Gold and the Monitor are hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in Elevation Gold's and GVC's records pertaining to Elevation Gold's and GVC's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by Elevation Gold and GVC.
17. Subject to the terms of the Sale Agreement, possession of the Purchased Assets shall be delivered by Elevation Gold to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement).
18. Elevation Gold, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court, provided that an extension of greater than 30 days shall not be agreed to without the consent of the Monitor and Maverix Metals Inc., each acting reasonably.
19. Notwithstanding:
- (a) these CCAA proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued or made pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3 (the "BIA") in respect of Elevation Gold, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made by or in respect of Elevation Gold; and
 - (d) the provisions of any federal or provincial statute,
- the execution of the Sale Agreement, the implementation of the Transaction, the vesting of the Purchased Assets in the Purchaser, the vesting of the GVC Residual Assets and the GVC Residual Liabilities in Elevation Gold, and the retention by GVC of the GVC Retained Assets and the GVC Retained Liabilities pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Elevation Gold and shall not be void or voidable by creditors of Elevation Gold or GVC, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.
20. Elevation Gold, GVC and the Monitor shall each be at liberty to apply for further advice, assistance and direction as may be necessary or desirable in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing

21. THIS COURT HEREBY REQUESTS the aid and recognition of other Canadian and foreign courts, tribunals, and regulatory or administrative bodies having jurisdiction in Canada or in the United States of America, including the United States Bankruptcy Court for the District of Arizona overseeing the Petitioners' proceedings under Chapter 15 jointly administered in Case No. 2:24-bk-06359 or in any other foreign jurisdiction, to give effect to this Order and to assist the Petitioners, the Monitor, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioners and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Petitioners and the Monitor and their respective agents in carrying out the terms of this Order.
22. Endorsement of this Order by counsel appearing on this Application other than counsel for the Petitioners is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Alexis Teasdale
Lawyer for the Petitioners, Elevation Gold
Mining Corporation, Golden Vertex Corp.,
Golden Vertex (Idaho) Corp. and Eclipse Gold
Mining Corporation

By the Court.

Registrar

SCHEDULE "A"

List of Counsel

Counsel	Party
Kibben Jackson Mishaal Gill	KSV Restructuring Inc., the Monitor
David Bish	Triple Flag Precious Metals Corp. Maverix Metals Inc.
Lance Williams Ashley Bowron	Patriot Gold Corp.
Vicki Tickle	Nomad Royalty Company Limited
Robin Schwill	EG Acquisition LLC

SCHEDULE "B"**Specific Encumbrances**

1. All Claims and Encumbrances associated with or arising from the following Payment Obligation Agreements:
 - (a) Finder's Agreement Moss Mine, dated March 4, 2011, by and among Northern Vertex, Capital Inc., (now known as Elevation Gold Mining Corp.), and Hartmut W. Baitis, Robert B. Hawkins, and Larry L. Lackey, Memorandum of Agreement recorded in the Official Records of Mohave County on January 11, 2012 as Fee# 2012001400.
 - (b) Silver Purchase and Sale Agreement (Streaming Agreement), dated December 5, 2018, by and among Maverix Metals Inc., Golden Vertex Corp. and Northern Vertex Mining Corp (now known as Elevation Gold Mining Corporation), as amended by that certain First Amendment to Silver Purchase and Sale Agreement dated July 30, 2019, as amended by that certain Second Amendment to the Silver Purchase and Sale Agreement, dated May 15, 2023, and as further amended by that certain Reaffirmation and Third Amendment to Silver Purchase and Sale Agreement, dated April 4, 2024.
 - (c) Loan Agreement, dated August 15, 2022 by and among Elevation Gold Mining Corporation and Maverix Metals Inc., as amended by that certain First Amendment to Loan Agreement, dated January 18, 2023, as further amended by that certain Amended and Restated Loan Agreement, dated May 15, 2023, as further amended by that certain Second Amended and Restated Loan Agreement, dated December 15, 2023, as further amended by that certain Third Amended and Restated Loan Agreement, dated March 15, 2024.
 - (d) Promissory Note, dated September 25, 2023 by and among Elevation Gold Mining Corporation and Maverix Metals Inc., as amended and restated by the following amended and restated promissory notes, each by and among Elevation Gold Mining Corporation and Maverix Metals Inc.:
 - (i) Amended and Restated Promissory Note dated October 25, 2023;
 - (ii) Amended and Restated Promissory Note dated November 21, 2023;
 - (iii) Amended and Restated Promissory Note dated December 1, 2023;
 - (iv) Amended and Restated Promissory Note dated January 15, 2024;
 - (v) Amended and Restated Promissory Note dated January 29, 2024;
 - (vi) Amended and Restated Promissory Note dated February 9, 2024;
 - (vii) Amended and Restated Promissory Note dated February 16, 2024;

- (viii) Amended and Restated Promissory Note dated February 29, 2024;
 - (ix) Amended and Restated Promissory Note dated March 27, 2024;
 - (x) Amended and Restated Promissory Note dated April 29, 2024;
 - (xi) Amended and Restated Promissory Note dated May 24, 2024; and
 - (xii) Amended and Restated Promissory Note dated June 28, 2024.
- (e) Reaffirmation and Amendment to Pledge and Security Agreement, dated January 29, 2024 between Golden Vertex Corp. and Maverix Metals Inc.
 - (f) Amendment to Deed of Trust, Assignment of Production, Leases and Rents, Security Agreement, Financing Statement, dated January 29, 2024, granted by Golden Vertex Corp. in favour of Chicago Title Insurance Company as trustee, for the benefit of Maverix Metals Inc.
 - (g) Demand Promissory Note dated February 26, 2024, by and among Golden Vertex Corp. and Maverix Metals Inc.
 - (h) Pledge and Security Agreement, dated as of February 26, 2024, made by Golden Vertex Corp. in favour of Maverix Metals Inc.
 - (i) Deed of Trust Production, Leases and Rents, Security Agreement, Fixture Filing and Financing Statement, dated as of February 26, 2024, granted by Golden Vertex Corp. for the benefit of Maverix Metals Inc.
 - (j) Multiple Advance Promissory Note in the amount of up to \$2,869,000, dated February 18, 2020, by and among Golden Vertex Corp. and Mohave Electric Cooperative, Incorporated and all related security.

SCHEDULE "C"

No. S - 245121
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

AND

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

AND

IN THE MATTER OF ELEVATION GOLD MINING CORPORATION,
ECLIPSE GOLD MINING CORPORATION, GOLDEN VERTEX CORP.
and GOLDEN VERTEX (IDAHO) CORP.

PETITIONERS

MONITOR'S CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Madam Justice Fitzpatrick of the Supreme Court of British Columbia (the "**Court**") dated August 1, 2024, the Petitioners commenced proceedings pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended and KSV Restructuring Inc. was appointed as monitor of the Petitioners (in such capacity, the "**Monitor**") in those proceedings.
- B. Pursuant to an Order of the Court dated December 17, 2024 (the "**Approval and Vesting Order**"), the Court approved an Agreement of Purchase and Sale dated December 3, 2024 (the "**Sale Agreement**") between Elevation Gold Mining Corporation as the "**Seller**" and EG Acquisition LLC as the "**Purchaser**", and the transaction contemplated thereby.
- C. Pursuant to the Approval and Vesting Order, certain steps, declarations, actions and other occurrences, including, among other things, the vesting of certain assets, Claims, Encumbrances and Liabilities, and the granting of releases, are to become effective upon: (i) the delivery by the Monitor, of this Monitor's Certificate to the Purchaser's counsel in escrow; and (ii) the release of this Monitor's Certificate from escrow upon the Monitor's receipt of the Purchase Price.
- D. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Approval and Vesting Order or the Sale Agreement, as applicable.

THE MONITOR CERTIFIES the following:

1. The Seller has provided written confirmation to the Monitor, pursuant to Section 2.3.3 of the Sale Agreement, that all conditions to Closing as set out in Article 7 of the Sale Agreement have been satisfied or waived.
2. The Purchaser has provided written confirmation to the Monitor, pursuant to Section 2.3.3 of the Sale Agreement, that all conditions to Closing as set out in Article 7 of the Sale Agreement have been satisfied or waived.
3. The Monitor has received the amount referred to in Section 2.2.1 of the Sale Agreement.
4. The Monitor will file, as soon as practicable, a copy of this Monitor's Certificate with the Court and provide evidence of such filing to the Purchaser.

DATED at the City of _____, in the Province of _____, this ___ day of _____, 202_

KSV Restructuring Inc., in its capacity as Monitor, and not in its personal capacity.

Per: _____
Name:
Title:



No. S-245121
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, GVC
CORP., and GVC (IDAHO) CORP.

PETITIONERS

FOURTH REPORT OF THE MONITOR

DECEMBER 3, 2024

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1.0 Introduction

1. Pursuant to an order (the “**Initial Order**”) issued by the Supreme Court of British Columbia (the “**BC Court**”) on August 1, 2024 (the “**Filing Date**”), Elevation Gold Mining Corporation (“**Elevation**”) and its subsidiaries, Golden Vertex Corp. (“**GVC**”), GVC (Idaho) Corp. (“**GVC Idaho**”), Eclipse Gold Mining Corporation (“**Eclipse**”), Alcmene Mining Inc. (“**Alcmene**”), and Hercules Gold USA, LLC (“**Hercules**”, together with each of the above entities, and the “**Petitioners**”) were granted protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), and KSV Restructuring Inc. (“**KSV**”) was appointed monitor in these CCAA proceedings (in such capacity, the “**Monitor**”).
2. The CCAA proceedings were commenced to create a stabilized environment to enable the Petitioners to operate their businesses with the breathing space afforded by a stay of proceedings under the CCAA, while the Petitioners continue a sale and investment solicitation process (the “**SISP**”) that commenced prior to the CCAA proceedings.

1.1 CCAA Proceedings

1. Pursuant to the terms of the Initial Order, *inter alia*, the BC Court:
 - a) granted a stay of proceedings in favour of the Petitioners and their directors and officers to and including August 12, 2024 (the “**Stay Period**”);
 - b) created charges on the Petitioners’ current and future assets, property, and undertakings (collectively, the “**Property**”), as follows:
 - i. a first ranking charge in the amount of \$300,000¹ in favour of the Petitioners’ legal counsel, the Monitor, and its legal counsel to secure payment of their fees and disbursements (the “**Administration Charge**”);
 - ii. a second ranking charge in the amount of \$520,000 in favour of the Petitioners’ directors and officers to secure the Petitioners’ indemnity obligations to such persons (the “**D&O Charge**”); and

¹ All currency references in this Fourth Report are in Canadian dollars unless otherwise noted.

- iii. a third ranking charge to secure repayment of any advances made by any Petitioner to another Petitioner during these proceedings (the “**Intercompany Advance Charge**”);
 - c) appointed the Monitor as the foreign representative (in such capacity, the “**Foreign Representative**”) for the purpose of commencing recognition proceedings in the United States Bankruptcy Court for the District of Arizona (the “**US Court**”) pursuant to chapter 15 (“**Chapter 15**”) of title 11 of the *United States Code*, 11 U.S.C. §§ 101-1532 (the “**US Bankruptcy Code**”); and
 - d) permitted the Petitioners to pay certain pre-filing obligations owing to critical suppliers, subject to first obtaining the Monitor’s consent.
2. On August 12, 2024, at the Petitioners’ comeback application (the “**Comeback Application**”), the BC Court granted:
- a) an order (the “**SISP Approval Order**”) approving the SISP and the retention of INFOR Financial Group Inc. (“**INFOR**”) as the sales agent pursuant to its engagement letter dated August 7, 2024 (the “**INFOR Engagement Letter**”), including its work fee (the “**Work Fee**” and a transaction fee (the “**Transaction Fee**”, each as defined in the INFOR Engagement Letter); and
 - b) an order amending and restating the terms and provisions of the Initial Order (as amended and restated, the “**ARIO**”) that, among other things:
 - i. extended the Stay Period to and including November 1, 2024;
 - ii. increased the amount of the Administration Charge from \$300,000 to \$500,000 due, in part, to including the Work Fee under the Administration Charge; and
 - iii. granted a charge for the Transaction Fee in favour of INFOR (the “**Sales Agent Charge**”) over the Property, ranking *pari passu* with the Administration Charge, which fee is only payable from the consideration payable on completion of a transaction.

3. On September 26, 2024, the BC Court granted an order (the “**Interim Financing and KERP Order**”):
 - a) approving an interim financing credit facility (the “**Interim Financing Facility**”) in the maximum principal amount of US\$2 million to be made available to the Petitioners by KIA II LLC (in such capacity, the “**Interim Lender**”), pursuant to an interim lending facility term sheet and granting a charge on the Property in favour of the Interim Lender (the “**Interim Lender’s Charge**”) to secure advances made under the Interim Financing Facility;
 - b) approving a key employee retention program (the “**KERP**”) and a corresponding charge in the maximum amount of US\$870,417 as security for amounts payable under the KERP;
 - c) sealing certain aspects of the KERP to protect the privacy of the employees proposed to participate in the KERP; and
 - d) removing Alcmene and Hercules as Petitioners in these CCAA proceedings due to a sale of Hercules’ business and assets completed earlier in these proceedings², as more fully detailed in paragraph 2.7 below.
4. On November 1, 2024, the BC Court granted an order, among other things, extending the Stay Period to January 31, 2025.

1.2 Chapter 15 Proceedings

1. On August 2, 2024, KSV, as Monitor and Foreign Representative, sought recognition of the CCAA proceedings by the US Court under Chapter 15 of the US Bankruptcy Code.
2. At the conclusion of a hearing on August 27, 2024, the US Court announced that it would enter an order recognizing this CCAA proceeding as a foreign main proceeding under Chapter 15 of the US Bankruptcy Code and enforcing the Initial Order and the ARIO in the United States. The order to that effect was entered by the Clerk of the US Court on September 16, 2024.

² From and after the date that the Hercules Transaction (as defined below) was completed (September 6, 2024), the definition of Petitioners excludes Alcmene and Hercules.

1.2.1 US Priority Issues

1. On October 2, 2024, KSV, as Monitor and Foreign Representative, filed a motion in the US Court to recognize and enforce the Interim Financing and KERP Order (the “**Interim Financing and KERP Order Recognition Motion**”).
2. On October 14, 2024, the Petitioners’ U.S. legal counsel filed:
 - a) three motions seeking a determination (collectively, the “**Determination Motions**”) as to whether the following agreements create an interest in real property that cannot be vested off title to the Moss Gold Mine (the “**Moss Mine**”), which is owned and operated by GVC (a wholly-owned subsidiary of Elevation):
 - i. a letter agreement between GVC and Nomad Royalty Company Limited (“**Nomad**”), which provides for a 3% net smelter return (“**NSR**”) ranging between 0.5% and 3% (the “**Nomad Agreement**”);
 - ii. a finder’s fee agreement between GVC and Hartmut W. Baitis, Robert B. Hawkins, and Larry L. Lackey (collectively, “**BHL**”) providing for a sliding fee based on production (the “**Finder’s Fee Agreement**”); and
 - iii. an agreement with Patriot Gold Corp. (“**Patriot**”), providing for a 3% NSR on gold and silver production from certain patented and unpatented claims (the “**Patriot Agreement**” and together with the Nomad Agreement, and Finder’s Fee Agreement, the “**GVC Obligation Agreements**”); and
 - b) a motion to expedite the hearing of the Determination Motions (the “**Expedited Hearing Motion**”) so that they could be determined before a sale approval motion in the CCAA proceedings. At this time, the Petitioners’ application for a sale approval order was scheduled to be heard by the BC Court on November 22, 2024.
3. On October 15, 2024, Patriot filed an objection to the Expedited Hearing Motion and on October 17, 2024, the Petitioners filed a reply to Patriot’s objection.
4. On October 17, 2024, the Monitor filed a joinder to the Expedited Hearing Motion with the US Court confirming the Monitor’s position that the Determination Motions need to be heard on an expedited basis as the determination of the nature of the GVC Obligation Agreements will affect the value and timing to complete a transaction.

5. On October 18, 2024, Nomad filed an objection to the Expedited Hearing Motion with the US Court.
6. On October 18, 2024, Patriot filed an objection to the Interim Financing and KERP Order Recognition Motion with the US Court. On October 21, 2024, Nomad filed a joinder to Patriot's objection. On October 26, 2024, the Monitor filed its Reply in Support of its Motion.
7. Patriot and Nomad have advised the Petitioners and the Monitor of their respective positions that the GVC Obligation Agreements create interests in real property and that the charges created by the Interim Financing and KERP Order cannot attach to the property subject to the GVC Obligation Agreements.
8. On October 24, 2024, Nomad and Patriot filed a joint motion requesting that the US Court set a scheduling hearing for the Determination Motions.
9. On October 28, 2024:
 - a) BHL filed its objection to the Determination Motions; however, it did not object to the Expedited Hearing Motion; and
 - b) the US Court confirmed that it would hear arguments on the issue of scheduling the Determination Motions.
10. At the October 29, 2024 hearing, the US Court encouraged the parties to negotiate a consensual resolution of the Interim Financing and KERP Order Recognition Motion, Determination Motions, and Expedited Hearing Motion and scheduled an update hearing on November 5, 2024.
11. On October 31, 2024, the Monitor filed a motion to seal the confidential fourth affidavit of Tim Swendseid sworn in the CCAA proceedings on September 19, 2024 (the "**Fourth Swendseid Affidavit**") with the US Court (the "**Motion to File Under Seal**"). The Fourth Swendseid Affidavit includes confidential personal information related to the KERP that was sealed by the BC Court when it granted the Interim Financing and KERP Order.
12. On November 4, 2024, the Monitor filed with the US Court a supplemental report (the "**Supplemental Report**") that appended a declaration of Neville Dastoor, a principal of INFOR (the "**Dastoor Declaration**"). The Supplemental Report and Dastoor Declaration provided the US Court with additional information and support for the Interim Financing and KERP Order Recognition Motion.

13. At the November 5, 2024 hearing, the US Court directed the parties to prepare an order (the “**US Interim Financing and KERP Order Recognition Order**”) giving the Interim Financing and KERP Order full force and effect in the United States on the basis that nothing in the US Interim Financing and KERP Order Recognition Order affects any valid and enforceable ownership or security interest in any asset in the United States. Notwithstanding numerous attempts, the Monitor, the Petitioners, Patriot, Nomad, and Maverix Metals Inc. (“**Maverix**”), the Petitioners’ senior secured lender, were unable to agree on the terms of a US Interim Financing and KERP Order Recognition Order that was also acceptable to the Interim Lender. As at the date of this Fourth Report, a US Interim Financing and KERP Order Recognition Order has not been finalized or entered in the US Court.
14. On November 12, 2024, the Petitioners’ U.S. legal counsel filed, among other things:
 - a) a motion for summary judgement with respect to Nomad Agreement (the “**Nomad Summary Judgement Motion**”); and
 - b) a motion to expedite the Nomad Summary Judgement Motion (the “**Expedited Summary Judgement Hearing Motion**”).
15. On November 15, 2024, Nomad filed an objection to the Nomad Summary Judgement Motion and the Expedited Summary Judgement Hearing Motion. On November 19, 2024, Patriot filed a joinder in support of Nomad’s objection.
16. On November 18 and 19, 2024, Nomad and Patriot, respectively, filed complaints seeking various relief with respect to their agreements, thereby creating “adversary proceedings” which are resolved in US bankruptcy cases on a different and often much longer time-line than was contemplated by the Determination Motions.
17. At the November 19, 2024 hearing, the US Court directed Nomad and the Petitioners to agree on an expedited litigation schedule with respect to the Nomad Summary Judgement Motion and scheduled a further hearing to consider this matter on November 22, 2024.
18. On November 21, 2024, the Monitor, as Foreign Representative, filed the Monitor’s Third Report to Court dated October 23, 2024 (the “**Third Report**”) and a supplement to the Third Report dated November 21, 2024 (the “**First Supplemental Report**”) with the US Court. The First Supplemental Report provided an update on the CCAA proceedings, the APS and the Transaction.

19. At the November 22, 2024 hearing, the Court approved a proposed expedited litigation schedule and set hearings on December 11 and 20, 2024 with respect to same.
20. On November 15, 2024, BHL, Elevation, GVC, and Eclipse agreed to the terms of a settlement agreement (the "**BHL Settlement Agreement**") that, among other things, will terminate the Finder's Fee Agreement and dismiss the Determination Motion in respect of same. The parties are working to finalize the BHL Settlement Agreement.
21. As outlined in the First Supplemental Report, the Determination Motions and the Expedited Hearing Motion were originally filed by the Petitioners for the following reasons:
 - a) the letter of intent ("**LOI**") and the offer submitted by the Purchaser during the SISP required: (i) confirmation (either through an order of the US Court or through settlement) that the Nomad Agreement and Finder's Fee Agreement do not create an interest in any real property owned by GVC; and (ii) an outside closing date of December 31, 2024 (the "**Requested Closing Date**"); and
 - b) even if the Purchaser was prepared to extend the Requested Closing Date for a short period of time, the Petitioners' declining liquidity will result in termination of operations at the Moss Mine early in the new year, making completion of any transaction unlikely.
22. Although the Petitioners have been able to resolve issues related to the Finder's Fee Agreement, by way of the BHL Settlement Agreement, the issues concerning the Nomad Agreement and the Patriot Agreement have not yet been resolved or settled.
23. As detailed further below, the Petitioners have negotiated a modified sale transaction with EG Acquisition LLC (the "**Purchaser**")³ that would see the operations of the Moss Mine continue as a going concern. The outside closing date of the modified transaction remains December 31, 2024 (the "**Outside Closing Date**"), in part due to the Petitioners' declining liquidity, as discussed above.
24. In order to close the transaction by the Outside Closing Date, and in light of timeline and other concerns raised by Nomad, Patriot and the US Court, the Petitioners and the Purchaser, with the assistance of the Monitor, have amended the Agreement of Purchase and Sale (the "**APS**") to allow the transaction to close by the Outside Closing Date.

³ The Purchaser is a third-party entity that has no affiliation with any of the Petitioners.

25. In particular, the Petitioner and the Purchaser have agreed that the Purchaser shall pay a base purchase price on closing, which purchase price shall be subject to an upward adjustment if:
- a) on or before June 30, 2025, the US Court finds that either the Nomad Agreement or the Patriot Agreement, or both, create personal property interests, and not real property interests, in any real property owned by GVC, including the Moss Mine; or
 - b) an agreement, in form and substance acceptable to the Purchaser, is reached with Nomad or Patriot in respect of their respective agreements.
26. By structuring the transaction in this fashion, the time sensitivity related to settling or resolving the Determination Motions prior to closing has been addressed.
27. On December 3, 2024, the Monitor, as Foreign Representative, filed a second supplement to the Third Report dated December 3, 2024 (the "**Second Supplemental Report**") with the US Court. The Second Supplemental Report provided an update on the status of the APS and the Transaction and notified the US Court of the sale application hearing with the BC Court scheduled for December 17, 2024.

1.3 Purposes of this Fourth Report

1. The purposes of this Fourth Report are to:
- a) provide background information concerning these proceedings and the Chapter 15 proceedings;
 - b) summarize the material terms of the APS;
 - c) discuss the structure of the transaction contemplated by the APS (the "**Transaction**"), being a sale of the shares of GVC owned by Elevation and the vesting in Elevation of the GVC Residual Assets, the GVC Residual Liabilities and all Claims and Liens (all as defined in the APS) with the same priority as they have against GVC;
- a) provide the BC Court with an update on the Petitioners' and the Monitor's activities since the Third Report; and

- b) provide the Monitor's recommendations in respect of the Petitioners' application for:
- i. an approval and vesting order (the "**AVO**"), among other things:
 1. approving the APS and the Transaction;
 2. approving the conveyance to the Purchaser of the Purchased Assets (as defined in the APS), free and clear of and from any and all claims, liabilities, liens, and encumbrances, other than the GVC Retained Liabilities (as defined in the APS);
 3. approving the transfer to Elevation of all of GVC's right, title, and interest in and to the GVC Residual Assets and Elevation's assumption of the GVC Residual Liabilities (both as defined in the APS);
 4. approving certain releases in favour of the Directors and Officers, Released Parties, and the Sales Agent Released Parties (all as defined below); and
 5. upon the closing of the Transaction, removing GVC as a Petitioner in these proceedings;
 - ii. an order (the "**Sealing Order**"), among other things:
 1. granting the Petitioners' request that the confidential affidavit of Tim Swendseid sworn December 3, 2024 (the "**Confidential Affidavit**") be filed under seal; and
 - iii. an order (the "**Distribution Order**"), among other things:
 1. directing the Monitor to hold the net proceeds of the Transaction (the "**Sale Proceeds**") for 30 days following the issuance of the Monitor's Certificate (as defined below) (the "**Hold Period**") so that creditors have an opportunity to provide written notice to the Monitor (a "**Written Notice**") objecting to the distribution of the Sale Proceeds on the basis that they have a claim ranking in priority to Maverix's interest in the Purchased Assets (each, a "**Priority Claim**");

2. permitting the Monitor to distribute the Sale Proceeds to Maverix after the Hold Period as follows:
 - a. if the Monitor does not receive any Written Notices during the Hold Period, the Monitor may distribute the Sale Proceeds to Maverix (subject to any holdbacks the Monitor deems appropriate); and
 - b. if the Monitor receives one or more Written Notices during the Hold Period, the Monitor may distribute the Sale Proceeds to Maverix, provided that the Monitor retains a sufficient holdback to pay the full amount of any unresolved Priority Claims pending the resolution of same, whether by settlement or order of the BC Court or the US Court.

1.4 Restrictions

1. In preparing this Fourth Report, the Monitor has relied upon the Petitioners' unaudited financial information, books and records, information available in the public domain, and discussions with the Petitioners' management, legal counsel and INFOR.
2. The Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the financial information relied on to prepare this Fourth Report in a manner that complies with Canadian Auditing Standards ("CAS") pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party, other than the BC Court and the US Court, wishing to place reliance on the financial information should perform its own diligence.

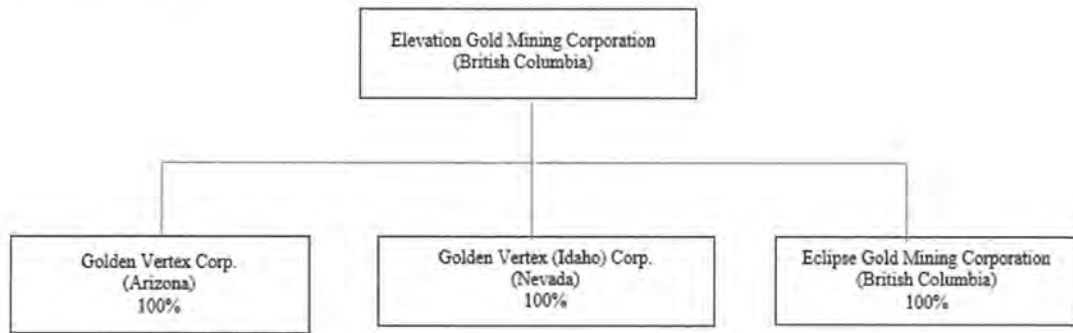
1.5 Currency

1. Unless otherwise noted, all currency references in this Fourth Report are in Canadian dollars.

2.0 Background

1. The Petitioners' head office is located in Vancouver, British Columbia. The Petitioners are principally engaged in the acquisition, exploration, development, and exploitation of mineral properties.

2. Prior to the CCAA proceedings, Elevation's common shares were listed on the TSX Venture Exchange ("TSX-V") and on the OTCQB Exchange under the symbol EVGDF. Elevation's common shares are now only listed on the NEX board of the TSX-V under the symbol ELVT-H.V.
3. The Petitioners' current corporate structure is as follows:



4. The Petitioners' principal operation is the production of gold and silver from the Moss Mine. The Moss Mine is located in the Oatman District in Mohave County, Arizona. The Moss Mine began operating as an open-pit mine in or around September 2018.
5. In addition to the Moss Mine, Elevation owns, through GVC:
 - a) approximately 145 square kilometers of exploration land adjacent to the Moss Mine in Mohave County, Arizona; and
 - b) a Mineral Lease and Option Agreement with La Cuesta International (the "**Silver Creek Mineral Lease and Option Agreement**") of approximately 15 square kilometers with a 35-year term related to property adjacent to the Moss Mine in Mohave County, Arizona.
6. To enable the Petitioners to remain cash flow positive during these proceedings, Elevation's management determined in late July 2024 that mineral extraction at the Moss Mine should be suspended, with operations during these proceedings focussed on beneficiation, a process that extracts metals of interest from mined ore placed on a leach pad.
7. Pursuant to a share purchase agreement dated August 29, 2024, Eclipse, a wholly owned subsidiary of Elevation, sold 100% of the shares of Alcmene to Strikepoint Gold Inc. for \$250,000 (the "**Hercules Transaction**"). Alcmene owns 100% of the shares of Hercules, which is the sole owner of 100 square kilometers of exploration land that sits in Lyon County, Nevada.

8. The affidavits of Tim Swendseid, Elevation's Chief Executive Officer, sworn July 29, August 8, September 19, and October 21, 2024 provide additional background information regarding the Petitioners, their businesses, and these proceedings. The affidavit of Mr. Swendseid, sworn December 3, 2024 (the "**Sixth Swendseid Affidavit**"), provides, *inter alia*, the factual basis for the relief being sought by the Petitioners on the applications for the AVO, the Sealing Order and the Distribution Order.
9. Materials filed in these CCAA proceedings and in the Chapter 15 proceedings, including the report to Court prepared by KSV as proposed Monitor dated July 30, 2024 and the subsequent reports filed by the Monitor are available on the Monitor's case website at <https://www.ksvadvisory.com/experience/case/elevation-gold-mining-corporation-inc.>

3.0 SISF and Transaction

3.1 Pre-Filing SISF and SISF⁴

1. In June 2022, well prior to these CCAA proceedings, Elevation retained Stifel Nicolaus Canada Inc. ("**Stifel**") to conduct a strategic process for some or all of the Petitioners' business. That process was unsuccessful and Stifel's engagement concluded.
2. On August 9, 2023, also prior to the commencement of these CCAA proceedings, Elevation retained INFOR to conduct a sale and investment solicitation process (the "**Pre-Filing SISF**") to solicit interest in one or more transactions including, but not limited to, a merger, sale, joint venture, reorganization, restructuring, recapitalization, or strategic investment in Elevation. The Pre-Filing SISF did not result in any meaningful offers, although as of the Filing Date, certain parties remained interested in a transaction for the business.
3. Pursuant to the SISF Approval Order, the BC Court approved the retention of INFOR as the Petitioners' sales agent to carry out the SISF. The SISF Approval Order provided that the SISF would be carried out under the supervision of the Monitor and would have the following milestones and timelines:

⁴ Capitalized terms in this section have the meaning provided to them in the SISF unless otherwise defined herein.

Phase	Milestone	Deadline
Phase 1	SISP Commencement Date	August 12, 2024
	Letter of Intent Deadline	5:00 p.m. PT, September 13, 2024 ("LOI Deadline")
Phase 2	Final Bid Process Commences	September 19, 2024
	Final Bid Deadline	5:00 p.m. PT, October 18, 2024 ("Final Bid Deadline")
	Determination of Successful Bidder	October 25, 2024

4. The Petitioners received multiple letters of intent ("LOIs") at the LOI Deadline. After reviewing the LOIs, engaging in discussions with the Potential Bidders, and consulting with the Monitor, the Petitioners and INFOR determined that the Potential Bidders who had submitted LOIs should be confirmed as "**Qualified Bidders**" in accordance with the SISP.
5. Following the LOI Deadline, two parties that expressed an interest in submitting offers in the SISP (the "**New Potential Bidders**"). After consulting with the Monitor and Maverix (as required by the SISP Approval Order), the New Potential Bidders were permitted to participate in the SISP as INFOR confirmed that it believed the New Potential Bidders had a genuine interest in making a Final Bid and had the financial capabilities and the managerial, technical, and operational expertise and capabilities to complete a transaction. Further, Maverix confirmed that it supported the entry of the New Potential Bidders into the SISP. On that basis, the New Potential Bidders executed confidentiality agreements (which is a requirement to be a Qualified Bidder) and were admitted as Qualified Bidders.
6. Upon reviewing the offers submitted at the Final Bid Deadline, the Petitioners, with the assistance of INFOR and in consultation with the Monitor, identified a lead bidder whose initial offer contemplated the purchase of the GVC shares owned by Elevation but required confirmation that the Finder's Fee Agreement, Nomad Agreement and the Patriot Agreement did not create interests in real property. As detailed above, the Transaction contemplates a structure whereby this requirement is no longer a condition to closing.
7. The APS was executed on December 3, 2024 and is discussed in detail in section 3.3 below.
8. In order to assist the BC Court in considering approval of the Transaction, INFOR provided the Monitor with a memorandum summarizing the Pre-Filing SISP and the SISP (the "**SISP Memorandum**"). The SISP Memorandum, without a summary of the bids received at the Final Bid Deadline, is attached as **Appendix "A"**. The SISP Memorandum, including the summary of the bids received at the Final Bid Deadline, has been filed as Exhibit "B" to the Confidential Affidavit.

3.2 Maverix Indebtedness and Security

1. Maverix is the Petitioners' largest creditor. As of the Filing Date, the total indebtedness owing by the Petitioners to Maverix was approximately US\$32.3 million pursuant to four different agreements or debt instruments: (i) a streaming agreement; (ii) a loan agreement providing for a revolving credit facility; (iii) a short-term promissory note; and (iv) a grid promissory note, as summarized below.

Facility	Balance (US\$000s)
Silver Stream Agreement	583
Credit Facility	18,170
Short-Term Note	10,059
Grid Note	3,531
Total	32,343

3.2.1 Silver Stream Agreement

1. In December 2018, Elevation, GVC, and Maverix entered into a Silver Purchase and Sale Agreement dated effective October 1, 2018 (as amended on July 30, 2019, May 15, 2023, and April 4, 2024 (with an effective date of January 29, 2024), (the "**Silver Stream Agreement**").
2. Pursuant to the Silver Stream Agreement, Maverix paid GVC approximately US\$20 million in December 2018. Under the Silver Stream Agreement, GVC is, among other things, required to:
 - a) sell Maverix 100% of the Payable Silver (as defined in the Silver Stream Agreement) produced from the Moss Mine on or after October 1, 2018 at a per ounce price equal to 20% of the applicable silver spot price at that time; and
 - b) deliver a minimum of 8.5 ounces of silver to Maverix for every ounce of gold extracted from the Moss Mine until January 1, 2028, when the ratio falls to 6 to 13.

3.2.2 Credit Facility

1. Pursuant to a loan agreement dated August 15, 2022, amended in January 2023, and amended and restated in May 2023, December 2023, and March 2024, Maverix made available to Elevation a revolving credit facility in the maximum principal amount of approximately US\$17.7 million, with interest capitalized at a rate of 10% per annum (the "**Credit Facility**"). The Credit Facility matures on April 1, 2025.

3.2.3 Short-Term Note

1. On September 25, 2023, GVC borrowed US \$1.5 million from Maverix under a short-term promissory note. Between September 27, 2023 and June 28, 2024, GVC executed and delivered thirteen amended and restated promissory notes, each of which increased the principal amount and amended the maturity date of the short-term note (as amended, the "**Short-Term Note**").
2. Pursuant to the thirteenth Amended and Restated Promissory Note dated June 28, 2024, the principal amount of the Short-Term Note increased to approximately US\$10.26 million and the maturity date of the Short-Term Note was extended to July 31, 2024. Since the CCAA proceedings, the Short-Term Note has not been extended.

3.2.4 Grid Note

1. On February 26, 2024, GVC executed a demand promissory note in favour of Maverix (the "**Grid Note**") under which GVC borrowed US\$1 million.
2. The Grid Note is non-interest bearing until demand, after which any amounts outstanding under the Grid Note bear interest at 12% per annum, compounded monthly to the date of payment in full.

3.2.5 Security Opinions

1. The Monitor has obtained opinions from its Canadian and US legal counsel, Fasken Martineau DuMoulin LLP ("**Fasken**") and Lewis Roca Rothgerber Christie LLP ("**Lewis Roca**"), respectively, regarding the validity and enforceability of Maverix's security in Canada and the US.
2. Fasken's opinion provides that, under Canadian law, and subject to standard qualifications and assumptions customary in rendering security opinions of this nature, the security granted by Elevation to Maverix: (i) constitutes valid and binding obligations of, and is enforceable against, the party granting same; (ii) to the extent applicable, creates valid perfected security interests in Canada in the collateral described in Maverix's security documents; and (ii) is effective against a trustee in bankruptcy.

3. Lewis Roca's opinion provides that, subject to the customary assumptions and qualifications contained therein, the security granted by Elevation and GVC to Maverix in the United States is (i) valid, binding, and enforceable; and (ii) is perfected by the filing of financing statements with respect to the collateral described in the security agreements, in which security interests are perfected by filing.
4. Subject to the Determination Motions, the Monitor is not aware of any party claiming an interest in the Petitioners' Canadian and US property that ranks in priority to Maverix.

3.3 APS⁵

1. The following is a summary of the APS. A copy of the APS (with the Purchase Price, Purchase Price Adjustment, and Deposit amounts redacted) is attached as Exhibit "A" to the Sixth Swendseid Affidavit. An unredacted version of the APS is attached as Exhibit "A" to the Confidential Affidavit.
2. Pursuant to the APS the Purchaser will acquire from Elevation 100% of the outstanding common shares of GVC (the "**GVC Shares**").
3. The key terms and conditions of the APS are provided below (capitalized terms used in this section and not otherwise defined herein have the meanings ascribed to them in the APS):
 - a) **Purchaser:** EG Acquisition LLC.
 - b) **Seller:** Elevation.
 - c) **Purchase Price Adjustment:**
 - i. if (i) an order (the "**Patriot Determination Order**") is issued by the US Court determining that the Patriot Agreement does not create an interest in any real property owned by GVC, and such Patriot Determination Order becomes final on or before June 30, 2025; or (ii) an agreement, in form and substance satisfactory to the Purchaser, is reached with Patriot in respect of the Patriot Agreement on or before June 30, 2025, the Purchaser shall increase the Purchase Price as contemplated in Article 2.2.5(a) of the APS; and

⁵ Capitalized terms used but not otherwise defined in this section have the meanings provided to them in the APA.

- ii. if (i) an order (the "**Nomad Determination Order**") is issued by the US Court determining that the Nomad Agreement does not create an interest in any real property owned by GVC, and such Nomad Determination Order becomes final on or before June 30, 2025; or (ii) an agreement, in form and substance satisfactory to the Purchaser, is reached with Nomad in respect of the Nomad Agreement on or before June 30, 2025, the Purchaser shall increase the Purchase Price as contemplated in Article 2.2.5(b) of the APS.
- d) **Purchased Assets:**
- i. the GVC Shares;
 - ii. the Business Information of the Seller, subject to Section 2.1.2 (i.e., the Excluded Assets); and
 - iii. the assets of the Seller specifically listed in Schedule 2.1.1(c) of the APS (i.e., a Storage License Agreement dated August 1, 2008 for the premises located at 355 Burrard Street, Vancouver, British Columbia).
- e) **GVC Retained Assets:** all of the right, title and interest of GVC in and to all of the Property and undertaking of GVC, held for use in or relating to the Business and the Moss Mine, including the unused portion of any deposits or amounts prepaid after the effective time of the Initial Order in connection with the purchase of goods or services to any vendor, supplier or service provider by or on behalf of GVC (the "**GVC Retained Vendor Deposits**"), other than the GVC Residual Assets.
- f) **Excluded Assets:** The Purchased Assets shall not include:
- i. any rights of the Seller under the APS, the Ancillary Agreements, and any other Transaction Documents;
 - ii. all records prepared in connection with the sale of the Purchased Assets to the Purchaser, all records and information in the possession of the Seller but not owned by the Seller, and all corporate, financial, taxation, and other records of the Seller that do not relate to the Business (as defined in the APS);
 - iii. all rights, properties, and other assets of the Seller other than the Purchased Assets;

- iv. any deposits of the Seller held in trust accounts to secure payment of the reasonable fees and disbursements of the Monitor, the Sales Agent, and any professional advisors of GVC, the Seller, and the Monitor;
 - v. following Closing, copies of any book, record, literature, list and any other written or recorded information constituting Business Information (the originals of which are to be assigned or transferred to Purchaser) which the Seller in good faith has determined prior to Closing they are reasonably likely to need access to for *bona fide* Tax or legal purposes;
 - vi. all information, materials, documents, reports and/or records, whether written or electronic, prepared by the Seller's legal counsel, whether or not prepared before or after Closing, that is attorney-client privileged and any and all attorney work product;
 - vii. refunds/credits in respect of reassessments for Taxes relating to the Business or the Purchased Assets paid prior to the Closing by the Seller and any refundable Taxes payable to the Seller. For clarity, this does not include any refunds/credits payable to GVC, as the Purchaser is acquiring the GVC Shares;
 - viii. all of the Seller's cash and cash equivalents, bank deposits, bank balances, and moneys in possession of banks, the Monitor, and other depositories; and
 - ix. any contracts relating to the foregoing.
- g) **GVC Residual Assets:** The following assets are to be transferred to and shall vest in the Seller (the "**GVC Residual Assets**")⁶:
- i. all of GVC's cash and cash equivalents, bank deposits, bank balances, and moneys in possession of banks, the Monitor, and other depositories;
 - ii. any Accounts Receivable from Refinery; and

⁶ The GVC Residual Assets exclude the cash collateral held by Trisura Specialty Insurance Company with respect to the reclamation bonding (required by the United States Department of the Interior, Bureau of Land Management) provided by it to GVC.

- iii. any deposits of GVC held in trust accounts to secure payment of the reasonable fees and disbursements of the Monitor, the Sales Agent and any professional advisors of GVC, the Seller or the Monitor.
- h) **GVC Retained Liabilities:** GVC is to remain responsible for the following Liabilities (the “**GVC Retained Liabilities**”):
- i. all liabilities of GVC in respect of the Mineral Tenures;
 - ii. all liabilities of GVC under the Silver Creek Mineral Lease and Option Agreement;
 - iii. all liabilities of GVC in respect of Greenwood and all tenant in common owners of the Greenwood royalty burdening only the California Moss, Lot 37 patented claim (a.k.a. the Cal. Moss Royalty), as more particularly described in Schedule 2.1.3(c);
 - iv. all Environmental Liabilities of GVC;
 - v. all liabilities of GVC, other than liabilities arising from or in connection with the Payment Obligation Agreements, with respect to the post-Closing operation of the Business or ownership of the Moss Mine;
 - vi. all liabilities of GVC under the Patriot Agreement, except to the extent vested off or disclaimed pursuant to the AVO. Pursuant to paragraph 4(b) of the AVO, if the Patriot Determination Order is granted, any Claim, Encumbrance, or Liability in respect of the Patriot Agreement shall be disclaimed and deemed to form part of the GVC Residual Liabilities (as defined below). If the Patriot Determination Order is not granted, the Patriot Agreement remains in effect and forms part of the GVC Retained Liabilities;
 - vii. all liabilities of GVC under the Nomad Agreement, except to the extent vested off or disclaimed pursuant to the AVO. Pursuant to paragraph 4(c) of the AVO, if the Nomad Determination Order is granted, any Claim, Encumbrance, or Liability in respect of the Nomad Agreement shall be disclaimed and deemed to form part of the GVC Residual Liabilities. If the Nomad Determination Order is not granted, the Nomad Agreement remains in effect and forms part of the GVC Retained Liabilities;

- viii. all liabilities of GVC, including Employee Costs, arising from the continued employment of the GVC Retained Employees (as defined below) after the Closing; and
- ix. to the extent not listed above and without duplication, all other Accounts Payable and Accrued Liabilities (i.e., all other accounts payable and accrued liabilities incurred after the granting of the Initial Order).
- i) **GVC Residual Liabilities:** Except for the GVC Retained Liabilities, GVC shall not be responsible for or obligated to pay, perform, or otherwise discharge, and the Purchaser shall not assume, any liabilities of GVC (collectively, the "**GVC Residual Liabilities**"). On Closing, the GVC Residual Liabilities are to be assumed by Elevation pursuant to the terms of the proposed AVO. The GVC Residual Liabilities include: (i) the Silver Stream Agreement; and (ii) the multiple advance promissory note between GVC and Mohave Electric Cooperative for the purpose of constructing an electrical power line to the Moss Mine, which has an outstanding balance of approximately US\$2.16 million.
- j) **Employee Matters:** No less than 10 Business Days prior to the Closing Date, the Purchaser is to provide the Seller with a list of Employees whose employment with GVC is to be terminated by GVC (the "**Identified Employees**"). Upon receipt of this list and prior to the Closing Date, GVC is to terminate the employment of the Identified Employees. All remaining Employees as at the Closing Date are referred to in the APS as the "**GVC Retained Employees**". The Seller is to pay and be responsible for all Employee Costs in respect of all Employees other than the GVC Retained Employees, and the Purchaser will not assume and will not have any responsibility for the Employee Costs of any Employees other than the GVC Retained Employees.
- k) **Representations and Warranties:** Consistent with the terms of a standard insolvency transaction (i.e., on an "as is, where is" basis, with limited representations and warranties).
- l) **Outside Closing Date:** December 31, 2024.
- m) **Conditions to Closing:** Among other things:
 - i. the AVO is granted and final;

- ii. an order from the US Court enforcing the AVO in the United States (the “**Sale Recognition Order**”) is granted and final;
- iii. the Seller shall have received the TSX-V's approval of the Transaction; and
- iv. Trisura Specialty Insurance Company shall have provided the Purchaser with a written acknowledgment that it will not terminate any reclamation bonding (the “**Bond**”) provided by it to GVC (and any related arrangements) upon the change of control of GVC on Closing⁷.

3.4 Transaction Considerations

1. The Transaction has attributes consistent with a transaction subject to a reverse vesting order (“**RVO**”), given that the GVC Residual Liabilities are being transferred from GVC to Elevation with the same entitlement vis-à-vis the Sale Proceeds as they would have against GVC. As such, the Monitor, in forming its view on the reasonableness of the Transaction, considered the issues raised by the BC Court with respect to RVOs in the *Payslate Inc.* and *Harte Gold CCAA* decisions.

a) *Why is an RVO necessary in this case?*

GVC requires various permits, licenses and bonds to operate the Moss Mine (the “**Permits and Licenses**”). By structuring the Transaction as a sale of the GVC Shares, the closing risk associated with obtaining these in a sale of GVC's assets is eliminated, as is the delay in closing the Transaction and the costs associated with transferring the Permits and Licenses. The Purchaser advised the Petitioner that it was not prepared to assume the closing risk or fund the associated costs to acquire the Permits and Licenses.

The Monitor also considered whether the Transaction could be completed by filing a plan of compromise and arrangement (a “**Plan**”) under the CCAA; however, no party has been identified to sponsor a Plan, including Maverix, as the largest stakeholder in these proceedings. Additionally, the cost of drafting a Plan, convening a meeting of creditors to vote on the Plan, conducting a claims process and seeking recognition by the US Court of the Plan process and the Plan itself would, in the Monitor's view, be wasteful in the circumstances as Maverix appears to be the only creditor with an

⁷ The Bond is required by the United States Department of the Interior, Bureau of Land Management. The Monitor understand that this condition will be satisfied before the closing of the Transaction.

economic interest in the proceeds of sale. The Petitioners do not have the resources to fund a Plan, particularly where all of their assets, including their cash, are encumbered in favour of Maverix, the purchase price is small relative to the amount of the Maverix debt and Maverix does not consent to the filing of a Plan. Filing a Plan would also create uncertainty for employees, which may cause them to look for new employment. Retaining the workforce is a significant issue for the Purchaser as the Moss Mine is located in a remote area with a limited workforce.

- b) *Does the RVO structure produce an economic result at least as favourable as any other viable alternative?*

The Monitor is mindful that two comprehensive sale processes have already been conducted (the Pre-Filing SISP and the SISP) and that all of the Petitioners' business and assets are fully encumbered in favour of Maverix, as discussed above in Section 3.2. The Monitor and INFOR are strongly of the view that further time marketing the business for sale will not result in a superior transaction such that there would be proceeds available for any creditors ranking subordinate to Maverix in the US and Canada.

Based on the foregoing, the Monitor is of the view that the Transaction produces a result at least as favourable as any other transaction structure, particularly when considering the concerns around the transfer of the Permits and Licenses.

- c) *Is any stakeholder worse off under the RVO structure than they would have been under any other viable alternative?*

The Transaction is structured so that all GVC Residual Liabilities will be transferred to Elevation and will have the same priority vis-à-vis the Sale Proceeds as they currently have vis-à-vis GVC's assets, such that any liabilities ranking in priority to Maverix would retain that priority against the Sale Proceeds.

The contemplated Distribution Order provides a 30-day process during which time the Monitor will not make distributions to Maverix so that claimants have an opportunity to make claims against the Sale Proceeds prior to their distribution. Any dispute can be resolved by reference to the BC or US Court, as appropriate.

For these reasons, the Monitor does not believe that any stakeholder is worse off under the Transaction structure than they would be under any other structure.

In addition, broad notice of this application has been provided by the Petitioners and notice to contract counterparties is to be provided, as detailed in Section 5 below.

3.5 Transaction Recommendation

1. The Monitor recommends that the BC Court issue an order approving the Transaction pursuant to section 36 of the CCAA for the following reasons:
 - a) INFOR is an experienced financial services firm specializing in providing investment banking services, with deep expertise in the mining sector;
 - b) as evidenced by the SISP Memorandum, the Petitioners' business and assets were widely marketed for sale for an extensive time period, including the pre-filing process carried out by Stifel and INFOR. During the Pre-Filing SISP (carried out by INFOR), INFOR contacted 36 financial and strategic parties. The SISP in the CCAA proceedings continued the Pre-Filing SISP, with INFOR engaging with parties that participated in the Pre-Filing SISP and engaging with new parties that it contacted and parties that contacted it or the Monitor. In the Monitor's opinion, the SISP was carried out in accordance with the SISP Approval Order issued by the BC Court;
 - c) the Transaction provides for the highest recovery available for stakeholders in the circumstances and cannot be completed through an alternative structure without significant cost, delay and completion risk. The value of the Transaction exceeds liquidation value;
 - d) the Sale Proceeds from the Transaction will stand in place and stead of the GVC and Elevation assets, and stakeholders have the duration of the Hold Period to provide Written Notice advising the Monitor of any potential Priority Claims against the Purchased Assets. Following the Hold Period, the Monitor is entitled to distribute the Sale Proceeds to Maverix, subject to retaining a sufficient holdback to pay the full amount of any unresolved Priority Claims pending the resolution of same, whether by settlement an order of the BC Court or the US Court, as appropriate;
 - e) the Transaction provides a going-concern solution for GVC, being the primary business of the Petitioners. It preserves employment for all or substantially all of GVC's employees;
 - f) Maverix, as the Petitioners' principal economic stakeholder, consents to the Transaction notwithstanding that it will incur a significant shortfall on its advances to the Petitioners; and

- g) INFOR and the Monitor believe that further time spent marketing the Petitioners' business and assets will not result in a superior transaction. The Petitioners lack the liquidity to continue an extensive marketing of the Purchased Assets.

3.6 Sealing

1. The Petitioners are seeking an order sealing the Confidential Affidavit which includes an unredacted version of the APS and a summary of bids received during the SISF.
2. The Monitor believes it is appropriate to seal the Confidential Affidavit. The availability of this information to other parties may negatively impact any future sale process if the Transaction does not close. In the Monitor's view, sealing this information until the earlier of the closing of the Transaction, the termination of these CCAA proceedings or further Order of the BC Court is necessary to safeguard potential recoveries for stakeholders and to maintain the integrity and confidentiality of key information in the SISF. The Monitor is of the view that the salutary effects of sealing such information from the public record greatly outweigh any deleterious effects of doing so. The Monitor is of the view that a sealing order is appropriate in the circumstances, satisfies the test from *Sherman Estate v. Donovan* 2021 SCC 25, and that no stakeholders will be prejudiced if the information is sealed.

3.7 Removal of GVC from the CCAA Proceedings

1. Upon completion of the Transaction, Elevation will no longer have an ownership interest in GVC. Accordingly, the Petitioners are requesting that upon the closing of the Transaction, GVC be removed from these CCAA proceedings. This relief is supported by the Monitor.

4.0 Releases

1. The AVO provides releases for:
 - a) the present and former directors and officers of the Petitioners (the "**Directors and Officers**") from any and all present and future claims based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to the filing of a certificate substantially in the form of Schedule "C" to the AVO (the "**Monitor's Certificate**") in connection with: (i) the sale and investment solicitation process undertaken by the Petitioners before the commencement of the CCAA proceedings; (ii) the Petitioners' decision to commence the CCAA proceedings (iii) the CCAA proceedings or the administration and management of the Petitioners during the course of the CCAA proceedings; (iv) the Transaction; or (v) anything done pursuant to the terms of the AVO (collectively, the "**Released D&O Claims**");

- b) employees, legal counsel and advisors of the Petitioners and the Monitor and its legal counsel, and their respective present and former directors, officers, partners, employees, and advisors (collectively, the "**Released Parties**") from any and all present and future claims based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to the issuance of the Monitor's Certificate or in connection with: (i) the CCAA proceedings or the administration and management of the Petitioners during the course of the CCAA proceedings; (ii) the Transaction; or (iii) anything done pursuant to the terms of the AVO (collectively, the "**Released Claims**"); and
 - c) the present and former directors, officers, employees, legal counsel and advisors of INFOR and INFOR in its capacity as sales agent (collectively, the "**Sales Agent Released Parties**") to be released from any and all present and future claims based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to the issuance of the Monitor's Certificate in connection with the Transaction or the SISP or completed pursuant to the terms of the AVO (collectively, the "**Sales Agent Released Claims**").
2. The proposed releases do not release:
- a) as it relates to the Directors and Officers, any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA; or
 - b) as it relates to the Directors and Officers, Released Parties, and Sales Agent Released Parties, any claim arising from fraud, gross negligence, or willful misconduct on the part of any Directors and Officers, Released Parties, and/or Sales Agent Released Parties.
3. In the Monitor's view:
- a) the Directors and Officers and the Released Parties have made significant contributions to the continued operations of the Petitioners' business during these proceedings and the Directors and Officers, Released Parties, and the Sales Agent Released Parties have contributed to, and were integral in, the conduct of the SISP (including facilitating due diligence by various interested parties) to the completion of the Transaction to the benefit of all stakeholders; and
 - b) the releases are consistent with releases granted in other recent CCAA proceedings where there is a sale transaction.

4. Based on the foregoing, the Monitor is of the view that the releases in the proposed AVO are fair and reasonable in the circumstances.

5.0 Service and Notice

1. In preparing for this application, the Petitioners, the Purchaser, the Monitor, and their respective legal counsel were cognizant of the concerns raised by the BC Court in the *Payslate Inc.* matter as it relates to providing service to parties that may be affected by the granting of an RVO. Given the similarity of the Transaction structure to an RVO, the Monitor is of the view that the notice required by *Payslate* should be provided in this case. In this regard:
 - a) the Petitioners' application was served on the Service List in these proceedings on December 3, 2024 (i.e., 14 days prior to the hearing of this application on December 17, 2024). In addition to the Service List in these proceedings, the Monitor understands that the Petitioners have provided notice to: (i) holders of GVC Residual Liabilities; and (ii) all of GVC's contract counterparties whose contracts are to be retained (except for GVC's current employees) (the "**Contract Party Notice**"). In the Contract Party Notice, contract counterparties have until the date of the hearing with the US Court for the Sale Recognition Order (which has not yet been scheduled) to notify the Petitioners and the Monitor of any objections they have so that the Monitor and the Petitioners can address them, including, if necessary, by application to the BC Court or the US Court. The form of the Contract Party Notice is attached as **Appendix "B"**;
 - b) this Fourth Report is being served on December 4, 2024, being 13 days before the hearing of the application; and
 - c) forthwith after filing the application materials, the Petitioners intend to provide notice of the application by issuing a press release providing notice of the Transaction and the BC Court and US Court hearings.
2. In the Monitor's view, the service considerations raised by the BC Court in *Payslate* have been addressed as, *inter alia*, the length of notice provided is adequate for parties to understand how their rights are being affected, to engage in discussions with the Petitioners and/or the Monitor regarding same, and to raise objections. Based on the foregoing, the Monitor believes that service of this application is adequate.

6.0 Update on the Petitioners' Activities

1. Since the Third Report, the Petitioners have:
 - a) continued the beneficiation process at the Moss Mine;
 - b) worked with INFOR to advance the SISP and negotiate the APS;
 - c) engaged with the Monitor concerning all aspects of these proceedings, including reporting on receipts and disbursements, the SISP, the APS, employee issues, and supplier issues;
 - d) dealt with suppliers to secure the provision of goods and services, including coordinating with the Monitor regarding certain supplier discussions;
 - e) engaged with their US counsel and the Monitor to negotiate the BHL Settlement Agreement;
 - f) dealt with various issues concerning the GVC Obligation Agreements and the legal proceedings to have the nature of these obligations determined; and
 - g) communicated with staff regarding these proceedings.
2. The Sixth Swendseid Affidavit provides further details regarding the Petitioners' activities.

7.0 Monitor's Activities

1. The Monitor's activities from the Filing Date to the date of the Third Report (October 23, 2024) were summarized in the Previous Reports.
2. Since the date of the Third Report, the Monitor has, among other things:
 - a) corresponded regularly with the Petitioners' management team regarding all aspects of these proceedings including operations, the SISP, and the APS;
 - b) corresponded with INFOR regarding the SISP and the APS;
 - c) assisted the Petitioners in dealing with suppliers in connection with the ongoing supply of goods and services;
 - d) monitored the Petitioners' receipts and disbursements;

- e) monitored the Petitioners' business and operations;
- f) engaged extensively with: (i) Fasken, the Monitor's Canadian legal counsel; (ii) Kenneth Coleman and Lewis Roca (together, the "**Monitor's US Counsel**"); (iii) Lawson Lundell LLP ("**Lawson**"), the Petitioners' Canadian legal counsel; and (iv) Fennemore Craig ("**Fennemore**") and Dorsey & Whitney LLP ("**D&W**"), together the Petitioners' US counsel, regarding various matters relating to the CCAA proceedings and Chapter 15 proceedings;
- g) dealt with various stakeholders who have asserted royalty claims, including Patriot, Nomad, BHL, and certain individuals;
- h) assisted in the negotiation of the BHL Settlement Agreement;
- i) engaged extensively with the Monitor's US Counsel regarding the Interim Financing and KERP Order Recognition Motion;
- j) prepared for and attended the US Court hearings on October 29, November 5, 19, and 22, 2024;
- k) prepared the First Supplemental Report and Second Supplemental Report;
- l) assisted, with the Monitor's US Counsel, with the preparation and filing of the Motion to File Under Seal, the Supplemental Report, and the Dastoor Declaration;
- m) reviewed and commented on the Petitioners' materials to be filed in support of the relief to be sought on this Application; and
- n) prepared this Fourth Report.

8.0 Anticipated Next Steps

1. Subject to the BC Court's granting of the relief sought at this application, the next steps in these CCAA proceedings and the Chapter 15 proceedings include the following:
 - a) seeking US Court approval of the Sale Recognition Order;
 - b) determining through the Determination Motions, or otherwise resolving, the claims against GVC under the Nomad Agreement and the Patriot Agreement;
 - c) closing the Transaction;

- d) resolving or determining the Priority Claims in accordance with the Distribution Order;
- e) making distributions to creditors as permitted under the Distribution Order or as otherwise authorized and directed pursuant to an order of the BC Court;
- f) bringing motions to terminate the CCAA proceedings and the Chapter 15 proceedings and to discharge KSV as CCAA Monitor and Foreign Representative.

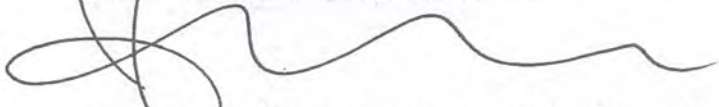
9.0 Conclusion and Recommendation

1. Based on the foregoing, the Monitor respectfully recommends that the BC Court grant the relief sought by the Petitioners.

* * *

All of which is respectfully submitted,

**KSV RESTRUCTURING INC.,
in its capacity as monitor of
Elevation Gold Mining Corporation, GVC Corp.,
GVC (Idaho) Corp., and Eclipse Gold Mining Corporation,
and not in its personal capacity**



Per: Robert Kofman, President and Managing Director

APPENDIX A
[ATTACHED]

Elevation Gold Mining Corporation
SISP Memorandum



Process Overview & Timeline

EG Acquisition Bid Overview

Appendix – Bid Summaries

SISP Overview & Timeline

Pre-Filing SISP	SISP – Stage 1	SISP – Stage 2
<p>Aug. 9, 2023 Commencement of INFOR Engagement</p>	<p>Aug. 12, 2024 – Sep. 13, 2024 Phase 1 Solicitation Process</p>	<p>Sep. 19, 2024 – Oct. 4, 2024 New Potential Bidders admitted into SISP</p>
<p>Aug. 7, 2024 Commencement of Revised INFOR Engagement</p>	<p>Sep. 13, 2024 Phase 1 LOI Deadline</p>	<p>Sep. 19, 2024 – Oct. 17, 2024 Phase 2 Solicitation Process</p>
<p>Aug. 12, 2024 Launch of SISP – Stage 1 Solicitation Process</p>	<p>Oct. 18, 2024 Final Bid Deadline</p>	<p>Oct. 25, 2024 Lead Bidder Determined</p>

- INFOR Financial Inc. (“INFOR”) was engaged by Elevation Gold Mining Corporation (“Elevation”) on August 9, 2023 to undertake a sale and investment solicitation process (the “Pre-Filing SISP”).
 - As part of this process, INFOR identified a list of ~45 potential purchasers. Subsequently, this list was narrowed to 36 parties, of which 14 signed confidentiality agreements.
- Given the advanced state of the Pre-Filing SISP as of the date of the Initial Order and the possibility of an offer to complete a transaction, Elevation entered into a Financial Advisory Agreement with INFOR on August 7, 2024 (the “Revised INFOR Engagement”).
 - At the Comeback Hearing, the Petitioners sought approval of the Canadian Court to continue the Pre-Filing SISP in the context of the CCAA proceedings, in the form of a renewed sales and investment solicitation process (the “SISP”).
- The SISP was a two-stage process, with letters of intent (“LOIs”) to be submitted by the LOI Deadline (September 13, 2024) and binding agreements to be submitted by the Final Bid Deadline (October 18, 2024).
 - INFOR contacted over ~40 potential interested parties, including both new parties, as well as parties who had been contacted in the Pre-Filing SISP and other parties that contacted INFOR to advise of an interest in the opportunity. During the Phase 1 solicitation process, five (5) new NDAs were signed.
- The Petitioners received multiple LOIs from Potential Bidders at the LOI Deadline. After review, the Potential Bidders were confirmed as Qualified Bidders in accordance with the SISP. The Qualified Bidders were assisted in advancing their due diligence.
 - Following the LOI Deadline, two (2) new parties advised that they wanted to participate in the SISP. The two (2) new parties executed confidentiality agreements and were admitted as Qualified Bidders.
- Several offers were received by the Petitioners at the Final Bid Deadline, a summary of which is attached as an Appendix hereto, and which is being filed on a confidential basis. After extensive marketing of Elevation and its assets, the Petitioners, INFOR, KSV Restructuring Inc. (“KSV” or the “Monitor”), and the senior creditor, Maverix Metals Inc. (“Maverix”), agreed that the Lead Bidder, EG Acquisition LLC (“EGA”) presented the best available offer.
 - A summary of the offer from EGA is provided on slide 6.

Summary of Marketing Efforts

- On June 19, 2022, Elevation engaged Stifel Nicolaus Canada Inc. (“Stifel GMP”) as its financial advisor to provide financial and strategic advice in connection with a potential transaction involving Elevation. The marketing process commenced by Stifel GMP did not yield any results, and Elevation terminated Stifel GMP’s engagement.
- On August 9, 2023, Elevation engaged INFOR to assist the Petitioners in conducting the Pre-Filing SISF seeking to solicit interest in one or more transactions including, but not limited to, a merger, sale, joint venture, reorganization, restructuring, recapitalization (each, a “Transaction”), or a strategic investment in Elevation (a “Strategic Investment”).
- A summary of the Pre-Filing SISF conducted by INFOR is as follows:
 - INFOR identified ~45 potential purchasers and investors, including publicly traded mining companies, privately held mining companies, and various private equity firms and investment funds who had the financial and technical ability to complete a Transaction or Strategic Investment;
 - INFOR subsequently narrowed the list of interested parties from ~45 to 36 (the “Prospective Purchasers”) by considering various criteria relating to the structure, size, and nature of each interested party in relation to the Petitioners’ business and assets;
 - INFOR reached out to the Prospective Purchasers, providing them with a teaser and a confidentiality agreement; and
 - 14 of the Prospective Purchasers signed confidentiality agreements. As of the date of the Initial Order, certain of these parties (the “Interested Parties”) remained interested in the opportunity.
- In carrying out the SISF in the CCAA proceedings, Elevation intended to have INFOR continue to advance discussions with the Interested Parties, re-engage with Prospective Purchasers (on the expectation that the commencement of the CCAA proceedings may cause parties to revisit the opportunity) and identify and canvass additional parties that may have an interest in the opportunity.
- INFOR advised that it intended to consider all options to maximize value, which options included a restructuring of Elevation (and its share capital), a sale of Elevation’s shares of Golden Vertex and/or a sale of, or investment in, the business and assets of any of the Petitioners.
- At the Comeback Hearing on August 12, 2024, the Petitioners sought approval of the Canadian Court to continue the Pre-Filing SISF in the context of the CCAA proceedings, in the form of a renewed SISF.

SISP – Stage 1 & 2

- The SISP was a two-stage process, with LOIs to be submitted by the LOI Deadline and binding agreements to be submitted at the Final Bid Deadline.
- As part of Phase 1 of the SISP, INFOR reached out to over ~40 potential interested parties which included both new parties as well as some of those who had previously been contacted in the Pre-Filing SISP.
- During Phase 1, five (5) new NDAs were signed. INFOR facilitated due diligence among management and various potentially interested parties during this phase of the SISP.
- The Petitioners received multiple LOIs from Potential Bidders at the LOI Deadline. After reviewing the LOIs, engaging in discussions with the Potential Bidders, and consulting with the Monitor, the Petitioners and INFOR determined that the Potential Bidders who had submitted LOIs should be confirmed as “Qualified Bidders” in accordance with the SISP.
- Thereafter, the Petitioners and INFOR, in consultation with the Monitor, assisted the Qualified Bidders to advance their due diligence and consider issues relevant to submitting definitive offers by the Final Bid Deadline.
- Following the LOI Deadline, two new parties advised that they wished to participate in the SISP (the “New Potential Bidders”). INFOR confirmed to the Petitioners that it believed each of the New Potential Bidders had a genuine interest in making a Final Bid and had the financial capabilities and the managerial, technical, and operational expertise and capabilities to complete a transaction.
- Further, the Monitor confirmed to the Petitioners that it supported the entry of the New Potential Bidders into the SISP, as did Maverix. On that basis, the New Potential Bidders executed confidentiality agreements (which is a requirement to be a Qualified Bidder) and were admitted into the SISP as Qualified Bidders.
- Over the subsequent month, more advanced due diligence was progressed with the interested parties engaging in discussions with management, and various other potential interested parties including the bonding agent.
- Several offers were received by the Petitioners at the Final Bid Deadline. The Petitioners identified a lead bidder (the “Lead Bidder”). The Lead Bidder’s offer contemplates, among other things, a purchase of the shares of Golden Vertex (which are owned by Elevation), as well as confirmation that certain of the Payment Obligation Agreements (as defined in the Agreement of Purchase and Sale) are not interests in the lands comprising the Moss Mine. For the full value of the proposed transaction to be realized, a determination is required that the Payment Obligation Agreements are not interests in land.

Process Overview & Timeline

EG Acquisition Bid Overview

Appendix – Bid Summaries

Bid Summary

EG Acquisition LLC ("EGA")

Transaction Structure	<ul style="list-style-type: none"> ▪ Acquisition of Golden Vertex Corp. ("GVC") shares from Elevation by EGA
Consideration	<ul style="list-style-type: none"> ▪ Purchase price to be paid in cash on closing ▪ For value to be maximized under the transaction, a determination is required by the US Court that Patriot Gold Corporation's ("Patriot") and Nomad Royalty Company Ltd.'s ("Nomad") interests are personal property interests between GVC and Patriot and Nomad, respectively, and not interests in any real property owned by GVC
Purchased Assets	<ul style="list-style-type: none"> ▪ Proposed to acquire GVC shares ▪ Purchased Assets to be delivered free and clear of GVC Residual Liabilities (as defined in the APS)
Conditions	<ul style="list-style-type: none"> ▪ Unconditional, except for Court approval

- After extensive marketing of Elevation and its assets, the Petitioners, INFOR and the Monitor agreed that the Lead Bidder, EGA, presented the best available proposal in the circumstances. Maverix consented to the transaction.
- INFOR is of the view that further time spent marketing Elevation and its business and assets would not result in a superior transaction.

Process Overview & Timeline

EG Acquisition Bid Overview

Appendix – Bid Summaries

Disclaimer

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Contact



200 Bay Street, Suite 2350
Toronto, Ontario
Canada
M5J 2J2

Neville Dastoor, Principal	Paul Liebovitz, Principal
(647) 680-8955	(416) 508-1078
ndastoor@inforfg.com	pliebovitz@inforfg.com
Luke Matta, Analyst	Felix Ng, Analyst
(647) 997-0608	(647) 867-9332
lmatta@inforfg.com	fng@inforfg.com

APPENDIX B
[ATTACHED]



December 3, 2024

By Email and Courier

Email:

Dear Sirs/Mesdames:

**Re: *In the Matter of Elevation Gold Mining Corporation et al.*
SCBC Action No. S-245121, Vancouver Registry**

As you may be aware, on August 1, 2024, the Supreme Court of British Columbia (the "**BC Court**") issued an order (the "**Initial Order**") granting Elevation Gold Mining Corporation ("**Elevation**"), Eclipse Gold Mining Corporation, Golden Vertex Corp. ("**GVC**") and Golden Vertex (Idaho) Corp. (collectively, the "**Companies**") protection under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the "**CCAA**") and appointing KSV Restructuring Inc. as the monitor (in such capacity, the "**Monitor**") in the above-referenced proceeding (the "**CCAA Proceeding**"). A copy of the Initial Order and an Amended and Restated Initial Order dated August 12, 2024 can be found on the Monitor's case website at: <https://www.ksvadvisory.com/experience/case/elevation-gold-mining-corporation-inc> (the "**Case Website**").

Pursuant to an order entered by the Clerk of the United States Bankruptcy Court for the District of Arizona (the "**US Court**") on September 16, 2024, the US Court recognized the CCAA Proceeding as a foreign main proceeding under chapter 15 of title 11 of the *United States Code*, 11 U.S.C. §§ 101-1532 (the "**Chapter 15 Proceedings**").

We write to advise that Elevation, as vendor, has entered into a purchase and sale agreement dated December 2, 2024 (the "**APS**"), with an unrelated entity, EG Acquisition LLC (the "**Purchaser**"), as purchaser, in respect of the purchase and sale of certain of Elevation's assets (the "**Transaction**"), including the outstanding common shares of GVC. As part of the successful closing of the contemplated Transaction, the Purchaser intends to retain your contract or purchase order (each, a "**Contract**") with GVC. As the Purchaser intends to retain your Contract

in conjunction with the successful closing of the Transaction, following Closing, you will receive payment of any outstanding amounts for goods or services rendered in the ordinary course of business after August 1, 2024, which are owing to you by GVC. In addition, GVC will honour the contractual obligations contemplated in the Contract after the date of Closing.

The APS and the Transaction remain subject to approval of the BC Court in the CCAA Proceeding, which approval hearing has been scheduled to be heard at 10:00 am PST on December 17, 2024 (the “**Canadian Approval Hearing**”) at the Vancouver Law Courts, 800 Smithe St, Vancouver, British Columbia. If the Transaction is approved by the BC Court, the Companies intend to seek an order from the US Court in the Chapter 15 Proceedings recognizing and enforcing the approval order issued by the BC Court (the “**Canadian Approval Order**”).

Additionally, a notice will be provided once the hearing date has been scheduled for the US Court (the “**US Approval Hearing**”) to consider a motion for an order (the “**US Approval Order**”) recognizing and enforcing the Canadian Approval Order in the Chapter 15 Proceedings. All notices and documents pertaining to the Canadian Approval Hearing and the US Approval Hearing will be posted to the Case Website once available. Closing will occur if, and after, both the Canadian Approval Order and the US Approval Order are granted.

We refer you to the following materials filed by the Companies and the Monitor in respect of the Canadian Approval Hearing, which you can access through the secure link below (the “**Application Materials**”):

1. Notice of Application filed December 3, 2024;
2. Sixth Affidavit of Tim Swendseid sworn December 2, 2024; and
3. Monitor’s Report to Court dated December 3, 2024.

To access the secure link, please copy the following link into your web browser:

<https://filesend.lawsonlundell.com/?u=gCvg&p=4wxj>

Initially, unfiled copies of the Application Materials will be uploaded to the link above. We will upload filed copies on receipt, which we expect to be within the next several days.

If you have any objections to the Contract being retained, please provide written notice of such objection to the Companies and to the Monitor on or before the date of the US Approval Hearing, once set. As noted above, we will provide a notice of the hearing date for the US Approval Hearing once it has been set in the US Court. If the Companies and the Monitor are not in receipt of such written objection on or before that date, the Contract will be retained in accordance with the APS and you shall be obligated to fulfill your contractual obligations as provided for therein.

Written notices objecting to retention of your Contract should be delivered to:

To the Companies:

P.O. BOX 23277 BULLHEAD CITY, AZ 86439

928-763-6252

Lawson Lundell LLP
1600 - 925 West Georgia Street
Vancouver, BC V6C 3L2

Email: ateasdale@lawsonlundell.com and abedi@lawsonlundell.com

To the Monitor:

KSV Advisory
220 Bay Street, 13th Floor PO Box 20
Toronto, ON M5J 2W4

Email: jknight@ksvadvisory.com and mgill@fasken.com

Thank you for your attention to the foregoing. Please feel free to contact the writer if you have any questions or wish to discuss same.

Sincerely,

Elevation Gold Mining Corporation
Eclipse Gold Mining Corporation
Golden Vertex Corp.
Golden Vertex (Idaho) Corp.



Name: Tim Swendseid
Title: Chief Executive Officer of
Elevation Gold Mining Corporation

This is the 6th Affidavit of Tim Swendseid
in this case and was made on December 3, 2024

NO. S- 245121
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, GOLDEN VERTEX CORP.
and GOLDEN VERTEX (IDAHO) CORP.

AFFIDAVIT

I, Tim Swendseid, of 15889 W. 62nd Pl., in the City of Arvada, in the State of Colorado, United States of America, SWEAR THAT:

1. I am the Chief Executive Officer and a Director of the Petitioner, Elevation Gold Mining Corporation ("**Elevation Gold**" or the "**Seller**"), and as such have personal knowledge of the facts and matters hereinafter deposed to, save and except where the same are stated to be made upon information and belief, in which case the source of information is disclosed and I verily believe the same to be true.
2. I am also the sole director and an officer of each of Eclipse Gold Mining Corporation, Golden Vertex Corp. ("**GVC**"), and Golden Vertex (Idaho) Corp. ("**Golden Vertex Idaho**"). By virtue of my positions with these Petitioners, I have personal knowledge of the facts and matters deposed to herein with respect to these entities.
3. Capitalized terms used herein and not otherwise defined have the meaning given to them in my 1st Affidavit sworn on July 29, 2024 ("**First Affidavit**"), my 2nd Affidavit, sworn on August 8, 2024 ("**Second Affidavit**"), my 3rd Affidavit sworn on September 19, 2024 ("**Third Affidavit**"), my 5th Affidavit sworn on October 21, 2024 ("**Fifth Affidavit**"), or the Sale Agreement (as defined below), as applicable.

I. INTRODUCTION / OVERVIEW

4. This Affidavit is made in support of an application by the Petitioners for:
- (a) An order (the “**Approval and Vesting Order**”) amongst other things:
 - (i) Approving the Agreement of Purchase and Sale dated December 2, 2024 (the “**Sale Agreement**”) between Elevation Gold, as vendor, and EG Acquisition LLC (“**EG Acquisition**” or the “**Purchaser**”), as purchaser, for the purchase of the Purchased Assets (as defined in the Sale Agreement) (the “**Transaction**”), including the issued and outstanding shares in GVC;
 - (ii) Vesting the Purchased Assets in the Purchaser, free and clear of and from any Claims or Liens (each as defined in the Sale Agreement), which shall be expunged and discharged as against the Purchased Assets;
 - (iii) Vesting the GVC Residual Assets, the GVC Residual Liabilities (each as defined in the Sale Agreement), and all Claims and Liens in Elevation Gold with same priority as they have against GVC and releasing GVC from any and all Claims and Liens in respect thereof;
 - (iv) Removing GVC as a Petitioner in these proceedings and amending the style of cause accordingly; and
 - (v) Granting a release of third party claims against the Directors and Officers, the Released Parties, and the Sales Agent Released Parties (each as defined herein), among other parties, all of the Petitioners’ current directors and officers, except for claims that cannot be released under s. 5.1(2) of the *Companies’ Creditors Arrangement Act* (the “**CCAA**”), or arising from fraud, gross negligence, or willful misconduct;
 - (b) An order (the “**Sealing Order**”) sealing the Confidential 7th Affidavit of Tim Swendseid, sworn on December 3, 2024 (the “**Confidential Seventh Swendseid Affidavit**”) on the Court file;
 - (c) An order (the “**Distribution Order**”) authorizing and empowering the Monitor to distribute the proceeds of sale arising from the Transaction (the “**Sale Proceeds**”); and
 - (d) Such further and other relief as counsel may request and this Honourable Court may deem just.

II. STATUS OF THESE PROCEEDINGS

A. Procedural Update

5. On September 26, 2024, this Court granted an Order (the “**Interim Financing and KERP Order**”) that, among other things: (a) authorized and empowered the Petitioners

to obtain and borrow funds under a credit facility from KIA II LLC (the “**Interim Lender**”) in an amount not to exceed USD \$2,000,000; (b) approved a key employee retention plan (the “**KERP**”) in favour of certain key employees of the Petitioners and authorized the Petitioners to enter into the KERP with those key employees; and (c) granted charges over the Petitioners’ Property to secure the Petitioners’ obligations to the Interim Lender and under the KERP.

- 6. On November 1, 2024, this Court granted an order extending the Stay of Proceedings to January 31, 2025 to, among other things, finalize and seek approval of the Sale Agreement, and permit the closing of the Transaction.

B. Completion of the SISP and Identification of the Successful Bidder

- 7. Prior to the commencement of these proceedings, the Petitioners engaged Stifel Nicolaus Canada Inc. (“**Stifel**”) in June 2022 as its financial advisor to conduct a marketing process for a potential business transaction involving Elevation Gold or its subsidiaries. This process was not successful and Stifel’s engagement was terminated by its own terms in June 2023.
- 8. Subsequently, the Petitioners engaged INFOR Financial Inc. (“**INFOR**”) to conduct a sale and investment solicitation process (the “**Pre-Filing SISP**”) to solicit interest in one or more transactions including, but not limited to, a merger, sale, joint venture, reorganization, restructuring, recapitalization, or strategic investment in Elevation Gold. The Pre-Filing SISP did not result in any meaningful offers, necessitating the commencement of these proceedings.
- 9. Capitalized terms used but not otherwise defined in the following section have the meaning given to them in the sale and investment solicitation process (the “**SISP**”) approved by the Court pursuant to an Order dated August 12, 2024 and conducted by the Petitioners with the assistance of INFOR, under the supervision of the Monitor. Further details regarding the SISP are outlined in the Monitor’s Fourth Report to Court, to be filed (the “**Fourth Report**”).
- 10. As detailed in the Second Affidavit, the SISP was divided into two phases, each with various interim steps and associated deadlines, as follows:

PHASE	STEPS	TARGET DATES
Phase 1	SISP commenced	August 12, 2024
	LOI Deadline	September 13, 2024
Phase 2	Final Bid Process Commenced	September 19, 2024
	Final Bid Deadline	October 18, 2024
	Determination of Successful Bidder	October 25, 2024

- 11. At the commencement of the SISP, INFOR prepared a teaser, which was circulated together with a confidentiality agreement to approximately 40 potential purchasers and investors, including publicly traded mining companies, privately held mining companies,

and various private equity firms and investment funds. Interested parties were required to sign a confidentiality agreement to obtain access to a virtual data room that was set up by the Petitioners.

12. During Phase 1 of the SISP, the Petitioners' employees and management, in consultation with the Monitor and with the assistance of INFOR, had significant involvement in working with prospective bidders to provide them information about the Petitioners' business and assets. In particular, the Petitioners' employees and management provided site visits to and held virtual meetings with prospective bidders, answered numerous email inquiries and fulfilled information requests from prospective bidders. INFOR also participated in several of the virtual meetings and assisted with fielding some of the questions posed by prospective bidders.
13. As of the LOI Deadline, the Petitioners received multiple letters of intent from interested parties, and, after consultation with the Monitor, determined that each of the parties who submitted an LOI should be confirmed as Qualified Bidders. After the LOI Deadline, two additional interested parties expressed their desire to take part in the SISP, and were also admitted as Qualified Bidders, as they were deemed to have a genuine interest in consummating, and had the capability to complete, a transaction for the Petitioners' business and assets. The Monitor and Maverix Metals Inc. ("**Maverix**"), the Petitioners' senior secured creditor, confirmed to the Petitioners that they supported the entry of the new potential bidders into the SISP.
14. During Phase 2 of the SISP, with the assistance of INFOR and in consultation with the Monitor, the Petitioners' senior management team and legal counsel engaged with the Qualified Bidders to assist them with their continued due diligence and discuss the terms of the Qualified Bidders' potential Final Bids. Again, the Petitioners' management team engaged with Qualified Bidders by leading site visits, participating in virtual meetings, and responding to emails and information requests. In addition, during Phase 2 of the SISP, the Petitioners' senior management, together with INFOR and the Monitor, discussed with interested parties the legal issues associated with various purported royalties associated with the Moss Mine, and facilitated discussions between Qualified Bidders and the Petitioners' reclamation bond insurer.
15. Phase 2 of the SISP is now complete. As of the Final Bid Deadline, the Petitioners had received multiple bids. After undertaking an analysis of the Qualified Bids received, and consulting with the Monitor and INFOR, the Petitioners determined that the bid submitted by EG Acquisition represented the best recovery for creditors and provided for a continuation of the Petitioners' main business through GVC. Accordingly, the offer from EG Acquisition was selected as the Winning Bid.
16. Since selecting the Winning Bid, the Petitioners have worked with their Canadian and U.S. legal counsel and INFOR, in consultation with and under the supervision of the Monitor, to negotiate the terms of a Final Agreement with EG Acquisition.
17. Ultimately, on December 2, 2024, Elevation Gold and EG Acquisition executed the Sale Agreement, for which the Petitioners now seek the approval of this Court.

III. THE TRANSACTION

A. Key Terms of the Sale Agreement

- 18. A copy of the Sale Agreement, with the Purchase Price, Deposit, and Purchase Price Adjustment amounts redacted, is attached hereto as **Exhibit "A"**. An unredacted copy of the Sale Agreement is attached to the Confidential Seventh Swendseid Affidavit as Exhibit "A".
- 19. The key terms of the Transaction contemplated by the Sale Agreement are summarized below (with capitalized terms defined as they are in the Sale Agreement):

Transaction Structure	<p>Pursuant to the terms of the Approval and Vesting Order, on Closing the Purchaser shall acquire, among other things:</p> <ul style="list-style-type: none"> (a) all issued and outstanding shares in the capital of GVC (the "GVC Shares"); (b) the Business Information of the Seller; and (c) the assets of the Seller specifically listed in Schedule 2.1.1(c).
Consideration:	<p>The Purchaser will pay a base purchase price for the Purchased Assets, which is subject to upward adjustment in the event that the Patriot Determination Order and/or the Nomad Determination Order is granted in respect of the Patriot Agreement and/or the Nomad Agreement, respectively (each as defined below), determining that the interests thereunder are not an interest in any real property owned by GVC.</p>
GVC Retained Liabilities	<p>At Closing, GVC shall only remain responsible for, and perform, discharge and pay when due, the GVC Retained Liabilities, which include:</p> <ul style="list-style-type: none"> (a) all Liabilities of GVC in respect of the Mineral Tenures; (b) all Liabilities of GVC under the Silver Creek Mineral Lease and Option Agreement; (c) all Liabilities of GVC in respect of Greenwood and all tenant in common owners of the Greenwood royalty burdening only the California Moss, Lot 37 patented claim (a.k.a. the Cal. Moss Royalty), as more particularly described in Schedule 2.1.3(c); (d) all Environmental Liabilities of GVC;

	<ul style="list-style-type: none"> (e) all Liabilities of GVC, other than Liabilities arising from or in connection with the Payment Obligation Agreements, with respect to the post-Closing operation of the Business or ownership of the Moss Mine; (f) all Liabilities of GVC under the Patriot Agreement, except to the extent vested off or disclaimed pursuant to the Approval and Vesting Order; (g) all Liabilities of GVC under the Nomad Agreement, except to the extent vested off or disclaimed pursuant to the Approval and Vesting Order; (h) all Liabilities of GVC, including Employee Costs, arising from the continued employment of the GVC Retained Employees after the Closing; and (i) to the extent not listed above and without duplication, all other Accounts Payable and Accrued Liabilities.
Residual Liabilities	<p>As of the Closing Date, GVC shall not be responsible for or obligated to pay, perform or otherwise discharge, and the Purchaser shall not assume, any of the GVC Residual Liabilities.</p> <p>On Closing, the GVC Residual Liabilities and GVC Residual Assets shall be assigned to the Seller and the Seller shall assume and be responsible for or obligated to pay, perform or otherwise discharge the GVC Residual Liabilities and any and all Liens related thereto.</p>
Discharged Claims and Liabilities:	<p>The Approval and Vesting Order will, among other things:</p> <ul style="list-style-type: none"> (a) vest the Purchased Assets in the Purchaser free and clear of all Claims and Liens; (b) vest the GVC Residual Liabilities and the GVC Residual Assets in Elevation Gold and permanently enjoin and restrain all Persons from taking any action against GVC in respect of any of the GVC Residual Liabilities and the GVC Residual Assets from and after the Closing Date; and (c) discharge and expunge all Liens on any of the GVC Retained Assets, other than Liens in connection with the GVC Retained Liabilities.

Conditions Precedent:	<p>The Approval and Vesting Order and the Sale Recognition Order shall have been entered, in form and substance acceptable to the Purchaser and the Seller, and each shall have become a Final Order.</p> <p>The reclamation bond from Trisura Specialty Insurance Company must remain in full force and effect upon the change of control of GVC upon closing.¹</p> <p>Elevation Gold shall have received the TSXV's approval of the sale of the Purchased Assets.</p>
Outside Closing Date:	December 31, 2024.

B. Treatment of the Payment Obligation Agreements and the Patriot Gold Agreement

20. As noted above, the Sale Agreement includes as a condition precedent that the Approval and Vesting Order shall have been entered in a form and substance acceptable to the Purchaser and the Seller, and further provides that the Approval and Vesting Order must vest out, discharge and expunge any interest in the Moss Mine created by a finder's fee agreement (the "**Finder's Fee Agreement**") between GVC and Hartmut W. Baitis, Robert B. Hawkins and Larry L. Lackey (collectively, "**BHL**").
21. The Purchaser has also agreed to pay additional consideration to the Seller in the event that the Approval and Vesting Order vests off certain liabilities, subject to the outcome of the Determination Motions (as defined herein and discussed below), pursuant to:
- (a) an agreement between GVC and Patriot Gold Corp. ("**Patriot**"), which provides for a 3% net smelter return royalty on gold and silver production from certain claims comprising the Moss Mine (the "**Patriot Agreement**"); and
 - (b) a letter agreement (the "**Nomad Agreement**") between Patriot and MinQuest, Inc. ("**MinQuest**"), which provides a payment obligation of between 0.5-3% net smelter return from certain claims comprising the Moss Mine.²
22. In order to obtain an Approval and Vesting Order that vests off GVC's liabilities under the Patriot Agreement or the Nomad Agreement, those agreements must be determined to create personal property interests, and not real property interests, in the Moss Mine.
23. On October 14, 2024, in anticipation requiring a determination of the interests created by the Finder's Fee Agreement, the Nomad Agreement and the Patriot Agreement for the purposes of the SISP, the Petitioners' U.S. legal counsel filed motions (the

¹ The Petitioners understand that this condition will be satisfied before the closing of the Transaction.

² Patriot's interests were subsequently sold to GVC and MinQuest's interests were sold to Nomad Royalty Company Ltd. ("**Nomad**")

“**Determination Motions**”) with the United States Bankruptcy Court for the District of Arizona (the “**US Court**”), seeking a determination of the nature of the interests held by Patriot, Nomad, and BHL. Each of Patriot, Nomad and BHL filed procedural and/or substantive objections to the Determination Motions.

24. The Petitioners have settled the Determination Motion in respect of BHL. The Determination Motions in respect of the Nomad Agreement and the Patriot Gold Agreement remain pending as of the date of this Affidavit.

C. The Transaction Should be Approved

25. As a result of the SISP, it is the Petitioners’ view that the Transaction is the best outcome for their stakeholders in the circumstances. Allowing GVC to be sold on the terms contained in the Sale Agreement allows GVC to continue to operate as a going concern. This will benefit the local community in which GVC and the Moss Mine operate. Additionally, the Transaction contemplates GVC continuing to be liable for all of the Environmental Liabilities associated with the Moss Mine.

26. Having undertaken the Pre-Filing SISP and the SISP and having engaged in extensive consultations with several interested parties, as well as INFOR, the Monitor and Maverix, the Petitioners are of the view that the Sale Agreement and the Transaction are commercially reasonable and in the best interest of the Petitioners and their stakeholders for the following reasons, among others:

- (a) INFOR is an experienced financial services firm specializing in providing investment banking services, with significant expertise in the mining sector;
- (b) The SISP, as approved by this Court, provided for a sales and marketing process that was reasonable in the circumstances, carried out by the Petitioners with the assistance of INFOR and under the supervision of and in consultation with the Monitor;
- (c) The Monitor supported the approval of the SISP and provided oversight and consultation with respect to its development and implementation;
- (d) Given the evidence set out above in paragraphs 7-17, the Petitioners believe the Pre-Filing SISP and SISP adequately exposed the assets subject to the Sale Agreement to the market having regard to their nature, location, and value, and provided sufficient opportunity for all interested parties to evaluate the opportunities presented by, and to participate in, the SISP, to conduct the required due diligence, and submit competitive bids;
- (e) The Transaction under the Sale Agreement, including the consideration to be paid for the Purchased Assets, is the best offer received for the Petitioners’ business and assets, and was generated through the SISP, which was also preceded by the Pre-Filing SISP;

- (f) The consideration to be received for the Purchased Assets, including the GVC Shares, is reasonable and fair considering the market value of the Purchased Assets, as determined through the SISP;
- (g) The Transaction cannot be completed through an alternative structure without significant cost, delay and completion risk;
- (h) The Transaction provides for a going concern sale of GVC's business and the Moss Mine, which will benefit of various individuals and entities who work at, and supply materials and provide services to the Moss Mine, including employees, local contractors and the community;
- (a) Key creditors and stakeholders have been kept apprised of the CCAA proceedings and the Transaction: the Petitioners' management held monthly calls with Maverix's financial and technical representatives to discuss operations, finances and the status of the CCAA proceedings. INFOR and the Monitor also held periodic calls with Maverix's legal and financial representatives to provide updates. The Petitioners' management contacted key suppliers and stakeholders with updates at least once a month, had multiple meetings with employees to communicate the status of the proceedings, and had one meeting with the Mayor and City Manager of Bullhead City, which is the city nearest to the Moss Mine. The Petitioners' management also worked with Mohave Electric Cooperative, Incorporated and Trisura to address the Transaction, and also assisted counsel in their communications with counsel for Patriot, BHL and Nomad. Finally, the Petitioners' management fielded calls from shareholders and debenture-holders, and typically referred those parties' questions to the Monitor;
- (b) The Petitioners' creditors and stakeholders have had extensive notice of these CCAA proceedings, as follows, which has provided ample opportunity for consultation:
 - (i) Through Elevation Gold's press releases, which were issued on July 30, 2024 and August 1, 2024, notifying stakeholders of Elevation Gold and its subsidiaries that Elevation Gold had applied for, and obtained, CCAA protection;
 - (ii) By way of the Monitor's website, which includes all materials filed in these proceedings;
 - (iii) Through correspondence the Petitioners will send to counterparties to contracts and blanket purchase orders forming part of the GVC Retained Liabilities after obtaining a filed copy of this Affidavit; and
 - (iv) Through correspondence to the service list in these proceedings, both in the United States and in Canada – I am advised by the Petitioners' counsel that U.S. counsel is required to serve a very broad group of creditors and stakeholders in connection with the Monitor's motion for the Sale Recognition Order, and further, that the Petitioners' counsel is preparing

to serve a broader group of creditors and stakeholders than is reflected on the service list maintained by the Monitor;

- (c) In addition to serving the service list maintained by the Monitor, which, as noted, the Petitioners have expanded to include other stakeholders and creditors, the Petitioners will deliver a separate notice of the application filed with this affidavit to all counterparties to service and supply contracts and blanket purchase orders with GVC to ensure they have ample opportunity to consider the effect of proposed Transaction on their interests, and raise any concerns before the hearing for the Sale Recognition Order (as defined in the Sale Agreement);
 - (d) The Petitioners' primary secured creditor, Maverix, is supportive of the Transaction, notwithstanding that it will incur a substantial shortfall on the amounts owed to it;
 - (e) The Petitioners lack the liquidity to continue an extensive marketing process with respect to their business and assets; and
 - (i) There is no viable alternative offer available to the Petitioners – if the Transaction is not approved, liquidation is the likely outcome.
27. It is my understanding that the Monitor and the Petitioners' primary secured creditor, Maverix, support the approval of the Sale Agreement and the Transaction.
- D. The Structure of the Transaction is Appropriate in the Circumstances**
28. Part of the assets being retained by GVC in the Transaction are the Mineral Tenures (as defined in the Sale Agreement) and Permits (as defined in the Sale Agreement).
29. The Mineral Tenures consist of, among other things, real property interests, patented mineral claims, unpatented mineral claims, mineral exploration permits and more, as further described in the Sale Agreement, and in particular, Schedule 1.1(fff) of the Sale Agreement. Many of the Mineral Tenures are held directly by GVC, while others are leased to GVC.
30. The Permits consist of state and federal approvals, licenses, authorizations, rights and permits, as further described in in the Sale Agreement, and in particular, Schedule 1.1(ppp) of the Sale Agreement.
31. I am informed by GVC's Arizona counsel, Dawn Meidinger at Dorsey & Whitney LLP, that the state and federal agency procedures related to changes in control in relation to the Permits differ from those required for change of entity ownership. Based on Ms. Meidinger's information, I understand that, in general, changes of control result in assuring the regulating entity that the new permit holder will continue to be bound by its obligations as set forth in any land use authorization or permit approval, and that the new permit holder has the technical and financial capability to fund closure obligations.
32. I am further informed by Ms. Meidinger that where the sale of property occurs to a new operator, permit transfers can be time consuming, complex, and uncertain, as they depend

upon the availability of regulatory staff and are subject to uncertain processing timeframes. This process typically requires fee payments and, in some cases, can result in subjecting the current operator to regulatory uncertainty relating to the possible imposition of new terms and conditions as a condition of transfer.

33. There are other inherent uncertainties and costs inherent in the transfer of land rights that are avoided by the proposed structure of the Transaction. For example, GVC holds over 1,400 thousand unpatented mining claims. Ms. Meidinger informs me that to change the ownership of those claims in a traditional asset purchase would cost \$15 per claim and require the transfer of claims via recordation of an appropriate granting instrument. The structure of the Transaction reduces the risk of delay, cost and uncertainty from transferring the Mineral Tenures and Permits. The Purchaser has advised the Petitioners that it is not prepared to accept the closing risk or to fund the costs of acquiring the Mineral Tenures and Permits through an asset purchase transaction.
34. Given the nature of its business, the preservation of the Mining Tenures and Permits is essential to transferring the value of the Moss Mine, and it is for that reason the Sale Agreement contemplates the sale all issued and outstanding shares in GVC to the Purchaser.
35. Though the Purchaser will take all of the issued and outstanding shares in GVC subject to the GVC Retained Liabilities, it requires the GVC Residual Liabilities to be vested to Elevation Gold.
36. Maverix is the primary secured creditor of both Elevation Gold and GVC. Maverix currently holds the physical certificates evidencing Elevation Gold's shares in GVC at its office in Toronto, as security for Elevation Gold's and GVC's obligations to Maverix under a streaming agreement and various associated debt agreements. Subject to the outcome of the Determination Motions, no creditor other than Maverix will receive any proceeds from the Transaction. Despite the fact that Maverix will suffer a significant shortfall, it supports the Transaction. I understand that the Monitor has received security opinions from its Canadian and U.S. legal counsel confirming the validity and enforceability of Maverix security, which are further detailed in the Fourth Report.
37. The Petitioners believe there will be no prejudice to other creditors if the GVC Residual Liabilities are vested out of GVC and into Elevation Gold in accordance with the proposed Approval and Vesting Order, as no creditor other than Maverix would receive any recovery if the GVC assets were purchased directly from GVC. Further, the form of Approval and Vesting Order the Petitioners are seeking contemplates that the GVC Residual Liabilities (as defined in the Sale Agreement) will transfer to Elevation Gold, and will attach to the Sale Proceeds derived from GVC's assets with the same priority as they had against GVC's assets, such that any liabilities ranking in priority to Maverix would retain that priority against the Sale Proceeds.
38. Additionally, I understand from my review of the proposed form of Distribution Order that, during a 30-day hold period prior to distribution of the Sale Proceeds, all creditors will have an opportunity to submit written notice to the Monitor asserting a priority claim ranking ahead of Maverix, limiting any potential prejudice to creditors, and further, that if the Monitor receives one or more notices during the hold period, the Monitor shall retain

a sufficient holdback to pay the full amount of any unresolved priority claims pending the resolution of same, whether by settlement or order of the Court or the US Court.

E. The Releases

39. As part of the Approval and Vesting Order, the Petitioners seek releases (the “**Releases**”) in favour of the following persons:

- (a) The Petitioners’ legal and de facto directors and officers (the “**Directors and Officers**”);
- (b) The Petitioners’ employees, legal counsel, and advisors, the Monitor and its legal counsel, and their respective present and former directors, officers, partners, employees, and advisors, the (“**Released Parties**”); and
- (c) The directors, officers, employees, legal counsel and advisors of INFOR, and INFOR in its capacity as Sales Agent (the “**Sales Agent Released Parties**”).

40. I believe that:

- (a) The Directors and Officers, the Petitioners’ personnel and their advisors have been instrumental to the Petitioners’ efforts to maximize value for their assets;
- (b) The Monitor and its advisors have played an important role in these CCAA proceedings, including in relation to the SISP and the Transaction; and
- (c) INFOR, in its capacity as Sales Agent, has played a crucial role in carrying out the SISP.

41. The Directors and Officers and the Released Parties – which includes the Monitor, its legal counsel and its present and former directors, officers, partners, employees and advisors – have made significant contributions to the Petitioners’ restructuring, both prior to and throughout these CCAA proceedings. In particular, I understand and believe that the Directors and Officers, the Released Parties, and the Sales Agent Released Parties have, among other things:

- (a) Provided guidance leading up to the filing of the CCAA proceedings;
- (b) Contributed their time, effort, and professional expertise to assist with the SISP for the benefit of the Petitioners’ stakeholders;
- (c) Identified and facilitated potential transactions to explore during the SISP; and
- (d) Made significant contributions to maintain the Petitioners as going concerns, which has resulted in the preservation of value for the benefit of all stakeholders.

42. The Directors and Officers provided critical direction and guidance to management both before and after the commencement of these proceedings. This includes their direction and guidance with respect to (a) the pre-filing strategic processes carried on by the Petitioners; (b) the decision to enter into these CCAA Proceedings and commence the

SISP; and (c) the SISP, including providing guidance in reviewing the Final Bids received and selecting the Winning Bid. The Directors and Officers have also acted prudently, conscientiously, and in good faith before and during these CCAA proceedings.

43. Additionally, the Directors and Officers:
 - (a) Helped scrutinize bidders in the SISP, with some individual directors holding conversations with certain bidders;
 - (b) Reviewed the Purchase Agreement and certain other legal documents;
 - (c) Provided oversight of management's negotiations with royalty holders;
 - (d) Provided broad oversight of management's engagement with these CCAA proceedings, as well as the Chapter 15 proceedings in the US Court.
44. The Directors and Officers have been, and continue to be ready and willing to provide direction and guidance where needed, and have taken on the obligations and liabilities associated with the position of Director and/or Officer, contributing their time and skill. Further, for many months before these proceedings were commenced, the Directors and Officers agreed to act for minimal consideration.
45. INFOR acted as financial advisor to the Petitioners for approximately one year before these CCAA proceedings were commenced, and as Sales Agent after the SISP commenced. INFOR has provided invaluable assistance and guidance to the Petitioners in developing and carrying out the SISP, including working alongside the Petitioners to provide information to prospective and qualified bidders over the course of the SISP.
46. To my knowledge, there are currently no claims against any of the Directors and Officers, the Released Parties, or the Sales Agent Released Parties.
47. The Petitioners' CCAA Proceedings have been widely publicized and communicated through its press releases, the Monitor's website for these proceedings, correspondence to the service list in these proceedings, and other forms of communication.
48. The Petitioners believe that the approval of the Releases is appropriate and necessary in the circumstances. It is my understanding that the Monitor, the Petitioners' primary secured creditor, Maverix, and the Interim Lender all support the granting of the Releases in favour of the Directors and Officers, the Released Parties, and the Sales Agent Released Parties.

IV. SEALING ORDER

49. The Petitioners seek an Order that the Confidential Seventh Swendseid Affidavit be filed under seal and kept confidential. As previously noted, an unredacted copy of the Sale Agreement is attached to the Confidential Seventh Swendseid Affidavit as Exhibit "A". A summary of Qualified Bids, prepared by INFOR, is attached to the Confidential Seventh Swendseid as Exhibit "B".

50. The Sale Agreement contained within the Confidential Seventh Swendseid Affidavit contains commercially sensitive information, which includes the proposed purchase price, the deposit to be paid by the Purchaser, and the potential purchase price adjustments to be paid by the Purchaser, related to the outcome of the Determination Motions in respect of the Patriot Agreement and the Nomad Agreement. The summary of Qualified Bids also contains commercially sensitive information, including the price that other parties were willing to pay for the assets and business of the Petitioners. The disclosure of information within the Confidential Seventh Swendseid Affidavit could adversely affect and future sales process that may be required if the Transaction does not close as contemplated by the Sale Agreement.
51. For these reasons, the Petitioners seek an order that the Confidential Seventh Swendseid Affidavit be filed under seal and kept confidential.


V. THE DISTRIBUTION ORDER


52. The Petitioners are seeking the Distribution Order, authorizing the Monitor, after a 30-day hold back period (the "**Hold Period**") to make distributions from the Sale Proceeds to Maverix, provided that no parties with an interest in the Sale Proceeds have provided written notice during the Hold Period to the Monitor objecting to the distribution of the Sale Proceeds to Maverix. If the Monitor receives one or more notices during the Hold Period, the Monitor may distribute the Sale Proceeds to Maverix, provided that the Monitor retains a sufficient holdback to pay the full amount of any unresolved priority claims pending the resolution of same, whether by settlement or order of the Court or the US Court.
53. As noted, subject to the outcome of the Determination Motions, the Petitioners believe that no creditor has an interest in the assets of the Petitioners in priority to Maverix.
54. The Petitioners believe that it is reasonable and appropriate for the Court to exercise its discretion and approve the Distribution Order.

VI. CONCLUSION

55. I swear this Affidavit in support of the Petitioners' application pursuant to the CCAA, and for any other proper purpose in connection with these restructuring proceedings.
56. I acknowledge the solemnity of making a sworn statement/declaration and acknowledge the consequences of making an untrue statement.
57. I was not physically present before the person before whom this affidavit was sworn or affirmed but was in that person's presence using video conferencing.

SWORN BEFORE ME at the City of Vancouver)
in the Province of British Columbia this 3rd day)
of December, 2024.)


A Commissioner for taking Affidavits for British)
Columbia)


TIM SWENDSEID

Lucas Soper
Articled Student
1600 - 925 WEST GEORGIA ST.
VANCOUVER, B.C. V6C 3L2
(604) 685-3456

This is **Exhibit "A"** to the Affidavit of
Tim Swendseid sworn before me at the City of
Vancouver, in the Province of British Columbia,
this 3rd day of December, 2024.



A Commissioner for taking Affidavits for
British Columbia

Execution Version

AGREEMENT OF PURCHASE AND SALE
BETWEEN
ELEVATION GOLD MINING CORPORATION
AND
EG ACQUISITION LLC
DATED AS OF DECEMBER 2, 2024

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AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale is dated as of December 2, 2024, between Elevation Gold Mining Corporation (the “**Seller**”) and EG Acquisition LLC (the “**Purchaser**”, and together with the Seller, the “**Parties**”, each a “**Party**”).

WHEREAS

- A. The Seller legally and beneficially owns the Purchased Assets, and Golden Vertex Corporation (“**GVC**”) legally and beneficially owns the GVC Retained Assets and operates the Business (each as defined below);
- B. The Seller, GVC and certain affiliated entities applied for and were granted protection under the *Companies’ Creditors Arrangement Act* (the “**CCAA**”) pursuant to an Initial Order dated August 1, 2024 (as amended and restated from time to time, the “**Initial Order**”) of the Supreme Court of British Columbia (the “**Court**”). Pursuant to the Initial Order, KSV Restructuring Inc. was appointed as Monitor of the Seller, GVC and certain affiliated entities (the “**Monitor**”) in the CCAA proceedings bearing Court File No. S-245121 (the “**CCAA Proceedings**”);
- C. The Monitor applied for and was granted an Order recognizing the CCAA Proceedings as foreign main proceedings and enforcing the Initial Order in the United States under Chapter 15 of the United States Bankruptcy Code (“**Chapter 15**”) by the United States Bankruptcy Court for the District of Arizona (the “**US Court**”), in the jointly administered proceedings bearing Case Nos. 2:24-bk-06359-EPB, 2:24-bk-06364-EPB, 2:24-bk-06367-EPB, 2:24-bk-06368-EPB, 2:24-bk-06370-EPB, and 2:24-bk-06371-EPB (collectively, the “**Chapter 15 Proceedings**”);
- D. On August 12, 2024, the Court granted an Order (the “**SISP Order**”) which, among other things, approved the Sale and Investment Solicitation Process in connection with the sale of the assets or business of the Seller and GVC (the “**SISP**”). The SISP Order and the SISP exclusively govern the process for soliciting and selecting bids for such sale;
- E. Pursuant to the SISP Order, INFOR Financial Inc. (the “**Sales Agent**”) was authorized and directed to assist the Seller, GVC and certain affiliated entities in carrying out the SISP;
- F. The Purchaser has been selected as the Successful Bidder in accordance with the SISP; and
- G. The Seller has agreed to transfer to the Purchaser, and the Purchaser has agreed to purchase, the Purchased Assets, including all of the GVC Shares, and have GVC retain the GVC Retained Liabilities (each as defined below) upon the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the respective covenants, representations and warranties made herein, and of the mutual benefits to be derived hereby (the sufficiency of which are acknowledged), the Parties agree as follows:

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ARTICLE 1 INTERPRETATION

1.1 Definitions

Capitalized terms used but not otherwise defined herein shall have the meanings set forth below:

- (a) “**Accounts Payable**” means those amounts relating to the Business that are owing by GVC as of the Closing Date and that were incurred after the effective time of the Initial Order in connection with the purchase of goods or services in the Ordinary Course of Business.
- (b) “**Accounts Receivable from Refinery**” means all accounts receivable or other amounts due, owing or accruing due to GVC or the Seller from any refinery, whether such amounts become due, owing or accruing, before or after Closing, in respect of any gold or silver processed or to be processed from any ore produced from the Moss Mine that is received by any such refinery prior to Closing, whether such ore is processed before or after Closing, whether such amounts are current or overdue, together with all interest accrued on such items without deduction or reserve for uncollectible amounts.
- (c) “**Accrued Liabilities**” means any and all Liabilities of GVC relating to the Business incurred in the Ordinary Course of Business after the effective time of the Initial Order to the Closing Date but which are not yet due and payable as of the Closing Date and in respect of which the original due date has not been extended or waived (excluding reserves and contingent amounts), but specifically excluding any Liabilities in respect of any of: (a) the Payment Obligation Agreements; (b) Identified Employees; (c) the Patriot Agreement; (d) the Nomad Agreement; and (e) any amounts in respect of any royalty or streaming agreement regardless of whether or not it is one of the Payment Obligation Agreements.
- (d) “**Action**” means any litigation, action, suit, charge, arbitration or other legal, administrative or judicial proceeding.
- (e) “**Additional Orders**” has the meaning set forth in Section 5.1.4.
- (f) “**Affiliate**” means, as to any Person, any other Person that directly or indirectly through one or more intermediaries Controls, or is under common Control with, or is Controlled by, such Person.
- (g) “**Agreement**” means this Agreement of Purchase and Sale and all Schedules and Exhibits attached hereto and all amendments hereto made in accordance with Section 10.7.
- (h) “**Ancillary Agreements**” means, in each case in a form reasonably acceptable to the Seller and the Purchaser:

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- (i) a bill of sale and stock power for the assignment and conveyance of the Purchased Assets from the Seller to the Purchaser;
 - (ii) an assignment and assumption agreement for the assignment by Seller and assumption by Purchaser of any Contracts as set out in Schedule 2.1.1(c); and
 - (iii) any other instruments of transfer or other transfer and assignment agreements required by the Purchaser, acting reasonably, in order to transfer and assign all of the Purchased Assets to the Purchaser.
- (i) **“Approval and Vesting Order”** has the meaning set forth in Section 5.1.2.
 - (j) **“Bankruptcy Laws”** means the CCAA, the *Bankruptcy and Insolvency Act* (Canada) and the other applicable insolvency Laws of any jurisdiction, including the United States of America.
 - (k) **“Business”** means the exploration, development, mining and sales activities carried on by GVC, and by the Seller in respect of GVC and its assets, including in respect of the Moss Mine, and all operations, maintenance and other activity related thereto.
 - (l) **“Business Day”** means a day on which the banks are open for business (Saturdays, Sundays, statutory and civic holidays excluded) in Vancouver, British Columbia or Phoenix, Arizona.
 - (m) **“Business Information”** means all books, records, reports, studies, models, files, catalogues, data, information (including tangible and intangible information such as drill core, drill logs, assays, metallurgical test work, mine plans and similar information), operating records, operating, safety and maintenance manuals, engineering and design plans, blueprints and as-built plans, specifications, drawings, reports, procedures, facility compliance plans, test records and results, other records and filings made with regulatory agencies regarding operations of the Business or that in any way relate to the Moss Mine, environmental procedures and similar records, correspondence with present or prospective, customers and suppliers, advertising materials, software programs, documentation and sales literature owned by the Seller or GVC, whether or not in the possession or control of the Seller or GVC, that are used or held for use in connection with the Business, including information, policies and procedures, manuals and materials and procurement documentation used in the Business, whether in written, electronic or any other format whatsoever, and including all such data and documents contained in the Data Site as of the Closing Date, provided however that the term “Business Information” shall not include any of the foregoing items that are not the Property of the Seller or GVC.
 - (n) **“CCAA”** has the meaning set forth in the recitals to this Agreement.
 - (o) **“CCAA Proceedings”** has the meaning set forth in the recitals to this Agreement.
 - (p) **“Chapter 15”** has the meaning set forth in the recitals to this Agreement.

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- (q) “**Chapter 15 Proceedings**” has the meaning set forth in the recitals to this Agreement.
- (r) “**Claim**” means any indebtedness, liability or obligation of any kind that would be a claim provable within the meaning of section 2 of the *Bankruptcy and Insolvency Act* (Canada).
- (s) “**Closing**” has the meaning set forth in Section 2.3.1.
- (t) “**Closing Amount**” has the meaning set forth in Section 2.2.4(b).
- (u) “**Closing Date**” has the meaning set forth in Section 2.3.1.
- (v) “**COC Approval**” has the meaning set forth in Section 3.5.
- (w) “**Consent**” means any approval, authorization, consent, order, license, permission, permit, including any Permit, qualification, exemption or waiver by any Government Entity or other Third Party.
- (x) “**Contract**” means any legally binding contract, agreement, obligation, license, undertaking, instrument, lease, ground lease, commitment or other arrangement, whether written or oral.
- (y) “**Control**”, including, with its correlative meanings, “**Controlled by**” and “**under common Control with**”, means, in connection with a given Person, the possession, directly or indirectly, of the power to either (i) elect more than 50% of the directors of such Person; or (ii) direct or cause the direction of the management and policies of such Person, whether through the ownership of securities, Contract or otherwise.
- (z) “**Court**” has the meaning set forth in the recitals to this Agreement.
- (aa) “**CRA**” means the Canada Revenue Agency.
- (bb) “**Data Site**” means the online data room maintained by the Seller in accordance with the SISP.
- (cc) “**Deposit**” has the meaning set forth in Section 2.2.3(a).
- (dd) “**Employees**” means individuals employed, or engaged as a consultant, by GVC, on a full-time, part-time or temporary basis, relating to the Business, including those employees of the Business on layoff with rights to recall, workers compensation-related leave, disability leave, pregnancy leave, parental leave or other leave of absence.
- (ee) “**Employee Costs**” means all unpaid wages, salaries, holiday pay, vacation pay, notice of termination, termination pay, severance pay and other costs, Liabilities and obligations, including entitlement to benefit coverage, whether due under contract, statute, common law or otherwise relating to the Employees.

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- (ff) “**Environment**” means the environment or natural environment as defined in any Environmental Laws and includes air, surface water, ground water (including the aquifer, potable water, navigable water and wetlands), land surface, soil, subsurface, subsurface strata, and natural resources.
- (gg) “**Environmental Conditions**” shall mean the existing or future presence, Release or threatened Release into the Environment of a Hazardous Material or Substance on, under or near the Moss Mine or the storage, disposal, or handling and treatment of Hazardous Material or Substance originating from or transported from the Moss Mine.
- (hh) “**Environmental Law**” means any federal, state or local law, whether common law, court or administrative decision, statute, ordinance, regulation, rule, court order or decree, administrative order or governmental agency guidelines legally promulgated, now or hereafter in effect relating to environment, public health, occupational safety, industrial hygiene or any Environmental Conditions.
- (ii) “**Environmental Liabilities**” shall mean any and all claims, demands, liabilities (including but not limited to permit and reclamation obligations arising under Environmental Law), violations, damages, losses, expenses, financial assurance, fines, penalties, judgments, awards, settlements, and costs (including, without limitation, legal, accounting, consulting, engineering and other costs) arising out of, based on, or resulting from Environmental Conditions.
- (jj) “**Excluded Assets**” has the meaning set forth in Section 2.1.2.
- (kk) “**Final Order**” means an order of the applicable court of competent jurisdiction (including the Court and US Court) with respect to the relevant subject matter, that has not been reversed, stayed, modified, or amended, and as to which the time to seek leave to appeal, appeal or seek certiorari has expired and no application for leave to appeal, appeal or petition for certiorari has been timely taken, or as to which any application for leave to appeal or appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought, or the new trial, re-argument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice.
- (ll) “**Government Entity**” means any federal, territorial, provincial, state, regional, municipal or local governmental authority, quasi-governmental authority, instrumentality, court, government or self-regulatory organization, bureau, board, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing having jurisdiction.
- (mm) “**GST/HST**” means goods and services tax, including harmonized sales tax, interest, penalties and fines payable under Part IX of the *Excise Tax Act* (Canada) and the regulations made thereunder.
- (nn) “**GVC**” has the meaning set forth in the recitals to this Agreement.

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- (oo) **"GVC Residual Assets"** means (i) all of GVC's cash and cash equivalents, bank deposits, bank balances, and moneys in possession of banks, the Monitor and other depositories; (ii) any Accounts Receivable from Refinery; and (iii) any deposits of GVC held in trust accounts to secure payment of the reasonable fees and disbursements of the Monitor, the Sales Agent and any professional advisors of GVC, the Seller or the Monitor.
- (pp) **"GVC Residual Liabilities"** has the meaning set forth in Section 2.1.4.
- (qq) **"GVC Retained Assets"** means all of the right, title and interest of GVC in and to all of the Property and undertaking of GVC, held for use in or relating to the Business and the Moss Mine, including the GVC Retained Vendor Deposits, other than the GVC Residual Assets.
- (rr) **"GVC Retained Employees"** means has the meaning set forth in Section 5.8.1.
- (ss) **"GVC Retained Liabilities"** has the meaning set forth in Section 2.1.3.
- (tt) **"GVC Retained Vendor Deposits"** means the unused portion, as of the Closing, of any deposits or amounts prepaid after the effective time of the Initial Order in connection with the purchase of goods or services to any vendor, supplier or service provider by or on behalf of GVC with respect to any Contract to which GVC is a party, for certainty, excluding the GVC Residual Assets.
- (uu) **"GVC Shares"** means all of the issued and outstanding shares in the capital of GVC.
- (vv) **"Hazardous Materials, Substance or Waste"** means any petroleum, oil, gasoline, other petroleum derivative products, flammable substances, explosives, radioactive materials, dioxins, and radon gas; any waste, substance, material, liquid, chemical substance or mixture, element, compound, or solution included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "solid waste" "extremely hazardous substances," "restricted hazardous wastes," "toxic substances," "regulated substances," "pollutant or containment," or "discharge limitation" in any Environmental Law now in effect or hereinafter placed in effect; and urea formaldehyde foam insulation and any asbestos containing materials ("ACMS") to the extent that they exist at the Moss Mine. For purposes of this Agreement, if there has been a Release of polychlorinated byphenyls ("PCBs") on the Moss Mine, then the released PCBs shall be considered to be a Hazardous Material or Substance to the extent of the Release.
- (ww) **"Identified Employees"** has the meaning set forth in Section 5.8.1
- (xx) **"Initial Order"** has the meaning set forth in the recitals to this Agreement.
- (yy) **"Interim Financing and KERP Order"** means the Order Made after Application (Approval of Interim Financing and Key Employee Retention Plan and Charges) granted by a Canadian Court in the CCAA Proceedings on September 26, 2024.

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- (zz) “**Investment Canada Act**” means the *Investment Canada Act* (Canada), as amended.
- (aaa) “**Knowledge**” or “**aware of**” or “**notice of**” or a similar phrase shall mean, with reference to the Seller, the actual knowledge of those Persons listed in Schedule 1.1(aaa) after reasonable inquiry, and with reference to the Purchaser, the actual knowledge of those Persons listed in Schedule 1.1(aaa) after reasonable inquiry.
- (bbb) “**Law**” means any foreign, domestic, federal, territorial, state, provincial, local, regional or municipal statute, law, common law, ordinance, rule, regulation, order, writ, injunction, directive, judgment, decree or policy or guideline having the force of law.
- (ccc) “**Liabilities**” means any and all debts, liabilities, obligations and Claims, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or undeterminable, including those arising under any Law or Action and those arising under any Contract or otherwise, including any Tax liability or under Environmental Laws.
- (ddd) “**Lien**” means any lien, mortgage, deed of trust, judgment lien, pledge or security interest, hypothec (including legal hypothecs), encumbrance, mechanics lien, materialmen’s lien, servitude, easement, encroachment, right-of-way, restrictive covenant on real or immovable property, real property license, other real rights in favor of Third Parties, charge, prior claim, lease, occupancy agreement, leasing agreement, statutory or deemed trust or conditional sale arrangement, including the Administration Charge, the Interim Lender’s Charge, the Directors’ Charge, the KERP Charge and the Intercompany Advance Charge (each as defined in the Initial Order, the SISP Order, and the Interim Financing and KERP Order, as applicable).
- (eee) “**Maverix**” has the meaning set forth in Section 10.4.
- (fff) “**Moss Mine**” means the Moss Mine located in Arizona, including, the Mineral Tenures related to the mine listed in Schedule 1.1(ggg), and, for certainty, including the Silver Creek Exploration Property.
- (ggg) “**Mineral Tenures**” means any and all real property interests, mineral claims, mining licences, mining leases, recorded claims, leased claims, leases of recorded claims, locations, quartz claims, placer claims, placer leases, undersurface rights and other mining rights, tenures and concessions or interests of which an interest is held therein, directly or indirectly, by GVC, related to the Moss Mine (including any unpatented mineral claims held by GVC in the area surrounding the Moss Mine) or the Business, including those Mineral Tenures listed in Schedule 1.1(ggg), along with any term extension, renewal, replacement, conversion or substitution of any such rights or interests, including any such rights or interests provided for under the Silver Creek Mineral Lease and Option Agreement in respect of the Silver Creek Exploration Property.
- (hhh) “**Monitor**” has the meaning set forth in the recitals to this Agreement.

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- (iii) “**Monitor’s Certificate**” means a certificate, substantially in the form attached hereto as Exhibit A, signed by the Monitor and confirming that (i) the Purchaser has paid, and the Monitor has received payment of, the Purchase Price in relation to the purchase by the Purchaser of the Purchased Assets; and (ii) the conditions to be complied with at or prior to the Closing as set out in Article 7 have been satisfied or waived by the Seller or the Purchaser, as applicable.
- (jjj) “**Nomad**” means Nomad Royalty Company Limited.
- (kkk) “**Nomad Agreement**” means the Binding Letter Agreement, Moss Mine, Property, Mohave County, Arizona, dated March 4, 2004, between MinQuest, Inc. (whose interest was subsequently assigned and transferred to Nomad by way of assignment and amalgamation) and Patriot (whose interest was subsequently assigned and transferred to GVC by way of assignment).
- (lll) “**Nomad Determination Order**” has the meaning set forth in Section 2.2.5(b)(i).
- (mmm) “**Nomad Outside Date**” has the meaning set forth in Section 2.2.5(b)(i).
- (nnn) “**Order**” means any order, injunction, judgment, decree, direction, instructions, ruling, writ, assessment, arbitration award or penalties or sanctions issued, filed or imposed by any Government Entity.
- (ooo) “**Ordinary Course of Business**” means the ordinary course of the Business consistent with recent past practice, as such practice is, or may have been, modified as a result of the CCAA Proceedings or the Chapter 15 Proceedings.
- (ppp) “**Parties**” and “**Party**” have the meanings set forth in the recitals to this Agreement.
- (qqq) “**Payment Obligation Agreements**” means those agreements set forth in Schedule 1.1(qqq), for certainty, excluding the Patriot Agreement and the Nomad Agreement.
- (rrr) “**Patriot**” means Patriot Gold Corp.
- (sss) “**Patriot Determination Order**” has the meaning set forth in Section 2.2.5(a)(i).
- (ttt) “**Patriot Agreement**” means the agreement between GVC and Patriot dated May 25, 2016 recorded in the Official Records of Mohave County as Instrument No. 2016-023500.
- (uuu) “**Patriot Outside Date**” has the meaning set forth in Section 2.2.5(a)(i).
- (vvv) “**Permit**” means any approval, license, authorization, certificate, consent, decree, consent decree, registration, exemption, permit, certificate of authorization, environmental assessment certificate, waste management plan, operational certificate, approval in principle, certificate of compliance, voluntary remediation agreement, reclamation plan, mine development permit or other Government Entity

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approval required by applicable Law, held by GVC, including those listed in Schedule 1.1(vvv).

- (www) **“Person”** means an individual, a partnership, a corporation, an association, a limited or unlimited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization or other legal entity or Government Entity.
- (xxx) **“Personal Information”** means information in the possession or under the control of the Seller or GVC, or any of them, about an identifiable individual.
- (yyy) **“Property”** means any interest in any kind of property, whether real (including chattels real), personal or mixed, movable or immovable, tangible or intangible.
- (zzz) **“PST”** means any tax, interest, penalties and fines payable under the Provincial Sales Tax Act (British Columbia) and the regulations made thereunder.
- (aaaa) **“Purchase Price”** has the meaning set forth in Section 2.2.1.
- (bbbb) **“Purchased Assets”** has the meaning set forth in Section 2.1.1.
- (cccc) **“Purchaser”** has the meaning set forth in the preamble to this Agreement.
- (dddd) **“Release”** means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the Environment (including the abandonment or discarding of barrels, containers, and other closed receptacles).
- (eeee) **“Sale Hearing”** has the meaning set forth in Section 5.1.2.
- (ffff) **“Sale Recognition Order”** has the meaning set forth in Section 5.1.3.
- (gggg) **“Sales Agent”** has the meaning set forth in the recitals to this Agreement.
- (hhhh) **“Securities Commissions”** means, collectively, the securities commissions or similar securities regulatory authorities of all of the Provinces of Canada.
- (iiii) **“Securities Laws”** means all securities Laws applicable to the Seller, GVC the Purchaser or their parent companies.
- (jjjj) **“Seller”** has the meaning set forth in the preamble to this Agreement.
- (kkkk) **“Silver Creek Exploration Property”** means all of the unpatented mining claims held by La Cuesta International, Inc. comprising the Premises (as such term is defined in the Silver Creek Mineral Lease and Option Agreement).
- (llll) **“Silver Creek Mineral Lease and Option Agreement”** means the mineral lease and option agreement dated May 7, 2014, by and between La Cuesta International, Inc., and Northern Vertex Mining Corp. (now known as Elevation Gold Mining Corporation), as assigned to GVC by that certain Assignment and Assumption Agreement, dated August 6, 2014, as amended by each of: (i) the First Amendment

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to Mineral Lease and Option Agreement, dated October 29, 2015; (ii) the Second Amendment to Mineral Lease and Option Agreement, dated June 28, 2017; and (iii) the Third Amendment to Mineral Lease and Option Agreement, dated November 6, 2018.

- (mmmm) “SISP” has the meaning set forth in the recitals to this Agreement.
- (nnnn) “SISP Order” has the meaning set forth in the recitals to this Agreement.
- (oooo) “Subsidiary” of any Person means any Person Controlled by such first Person.
- (pppp) “Successful Bidder” has the meaning set forth in the SISP.
- (qqqq) “Tax” means any domestic or foreign federal, state, local, provincial, territorial or municipal taxes or other impositions by any Government Entity, including Transfer Taxes, and the following taxes and impositions: net income, gross income, capital, value added, goods and services, capital gains, alternative, net worth, harmonized sales, gross receipts, sales, use, ad valorem, business rates, transfer, franchise, profits, business, environmental, real or immovable property, municipal, school, Canada Pension Plan, withholding, workers’ compensation levies, payroll, employment, unemployment, employer health, occupation, social security, excise, stamp, customs, and all other taxes, fees, duties, assessments, deductions, contributions, withholdings or charges of the same or of a similar nature, however denominated, together with any interest and penalties, additions to tax or additional amounts imposed or assessed with respect thereto.
- (rrrr) “Tax Act” means the *Income Tax Act* (Canada) and the regulations promulgated thereunder, as amended from time to time.
- (ssss) “Tax Authority” means any local, municipal, governmental, state, provincial, territorial, federal, including any Canadian or other fiscal, customs or excise authority, body or officials anywhere in the world with responsibility for, and competent to impose, collect or administer, any form of Tax.
- (tttt) “Tax Returns” means all returns, reports (including elections, declarations, disclosures, statements, schedules, estimates and information returns) and other information filed or required to be filed with any Tax Authority relating to Taxes.
- (uuuu) “Third Party” means any Person that is neither a Party nor an Affiliate of a Party.
- (vvvv) “Transaction Documents” means this Agreement, the Ancillary Agreements and all other ancillary agreements to be entered into, or documentation delivered by, any Party pursuant to this Agreement.
- (wwww) “Transfer Taxes” means all goods and services, sales, excise, severance, use, transfer (including real property transfer), gross receipts, documentary, filing, recording fees, registration (including motor vehicle registration) value-added, stamp, stamp duty reserve, and all other similar non-income taxes, duties or other like charges, however denominated, in each case including interest, penalties or

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additions attributable thereto whether or not disputed, arising out of or in connection with the transactions provided for herein, regardless of whether the Government Entity seeks to collect the Transfer Tax from the Seller or the Purchaser, including GST/ HST and PST and including any Arizona transaction privilege or mineral severance tax.

(xxxx) “TSXV” means the TSX Venture Exchange.

(yyyy) “US Court” has the meaning set forth in the recitals to this Agreement.

1.2 Interpretation

1.2.1 Gender and Number

Any reference in this Agreement to gender includes all genders and words importing the singular include the plural and vice versa.

1.2.2 Certain Phrases and Calculation of Time

- (a) In this Agreement (i) the words “including” and “includes” mean “including (or includes) without limitation” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it; (ii) the terms “hereof”, “herein”, “hereunder” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement and not to any particular provision of this Agreement, and Article, Section, paragraph, and Schedule references are to the Articles, Sections, paragraphs, and Schedules to this Agreement unless otherwise specified; and (iii) in the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding”. If the last day of any such period is not a Business Day, such period will end on the next Business Day.
- (b) When calculating the period of time “within” which, “prior to” or “following” which any act or event is required or permitted to be done, notice given or steps taken, the date which is the reference date in calculating such period is excluded from the calculation. If the last day of any such period is not a Business Day, such period will end on the next Business Day.

1.2.3 Headings

The inclusion of a table of contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect or be used in the construction or interpretation of this Agreement. All references in this Agreement to any “Section” are to the corresponding Section of this Agreement unless otherwise specified.

1.2.4 Currency

All monetary amounts in this Agreement, including the symbol “\$”, unless otherwise specifically indicated, are stated in **United States** currency. All calculations and estimates to be

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performed or undertaken, unless otherwise specifically indicated, are to be expressed in United States currency. All payments required under this Agreement shall be paid in United States currency in immediately available funds, unless otherwise specifically indicated herein.

1.2.5 Statutory References

Unless otherwise specifically indicated, any reference to a statute in this Agreement refers to that statute and to the regulations made under that statute as in force from time to time.

1.2.6 Schedules and Exhibits

All Schedules and Exhibits attached hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement. The following Schedules and Exhibits form an integral part of this Agreement:

Schedule 1.1(aaa)	Knowledge
Schedule 1.1(ggg)	Mineral Tenures
Schedule 1.1(qqq)	Payment Obligation Agreements
Schedule 1.1(vvv)	Permits
Schedule 2.1.1(c)	Purchased Assets
Schedule 2.1.3(c)	Cal. Moss Royalty
Schedule 2.2.1	GVC Retained Vendor Deposits
Schedule 2.2.2	Purchase Price Allocation
Exhibit A	Form of Monitor's Certificate
Exhibit B	Form of Approval and Vesting Order

ARTICLE 2 PURCHASE AND SALE OF PURCHASED ASSETS

2.1 Purchase and Sale

2.1.1 Purchased Assets

Subject to the terms and conditions of this Agreement, at the Closing, the Seller shall sell, assign and transfer to the Purchaser, and the Purchaser shall purchase from the Seller, all of the right, title and interest of the Seller, if any, in and to all of the Property and undertaking of the Seller (other than the Excluded Assets), held for use in or relating to the Business, free and clear of all Claims and Liens pursuant to the Approval and Vesting Order and the Sale Recognition Order, when granted, including, but not limited to, all right, title and interest of the Seller in, to and under:

- (a) the GVC Shares;
 - (b) the Business Information of the Seller, subject to Section 2.1.2; and
 - (c) the assets of the Seller specifically listed in Schedule 2.1.1(c),
- (collectively, the "**Purchased Assets**"),

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in each case, other than the Excluded Assets.

2.1.2 Excluded Assets

Notwithstanding anything in this Agreement or in any of the Transaction Documents to the contrary, the following items (collectively, the “**Excluded Assets**”) shall not form part of the Purchased Assets:

- (a) all rights of the Seller under this Agreement, the Ancillary Agreements and any other Transaction Documents;
- (b) all records prepared in connection with the sale of the Purchased Assets to the Purchaser, all records and information in the possession of the Seller but not owned by the Seller and all corporate, financial, taxation and other records of the Seller that do not relate to the Business;
- (c) all rights, properties and other assets of the Seller other than the Purchased Assets;
- (d) any deposits of the Seller held in trust accounts to secure payment of the reasonable fees and disbursements of the Monitor, the Sales Agent and any professional advisors of GVC, the Seller or the Monitor;
- (e) following Closing, copies of any book, record, literature, list and any other written or recorded information constituting Business Information (the originals of which are to be assigned or transferred to Purchaser) which the Seller in good faith has determined prior to Closing, they are reasonably likely to need access to for *bona fide* Tax or legal purposes;
- (f) all information, materials, documents, reports and/or records, whether written or electronic, prepared by Seller’s legal counsel, whether or not prepared before or after Closing, that is attorney-client privileged and any and all attorney work product;
- (g) refunds/credits in respect of reassessments for Taxes relating to the Business or the Purchased Assets paid prior to the Closing by the Seller and any refundable Taxes payable to the Seller;
- (h) all of the Seller’s cash and cash equivalents, bank deposits, bank balances, and moneys in possession of banks, the Monitor and other depositories; and
- (i) any Contracts relating to the foregoing.

2.1.3 GVC Retained Liabilities

On the terms and subject to the conditions set forth in this Agreement, at the Closing, GVC shall only remain responsible for, and perform, discharge and pay when due, the following Liabilities (the “**GVC Retained Liabilities**”):

- (a) all Liabilities of GVC in respect of the Mineral Tenures;

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- (b) all Liabilities of GVC under the Silver Creek Mineral Lease and Option Agreement;
- (c) all Liabilities of GVC in respect of Greenwood and all tenant in common owners of the Greenwood royalty burdening only the California Moss, Lot 37 patented claim (a.k.a. the Cal. Moss Royalty), as more particularly described in Schedule 2.1.3(c);
- (d) all Environmental Liabilities of GVC;
- (e) all Liabilities of GVC, other than Liabilities arising from or in connection with the Payment Obligation Agreements, with respect to the post-Closing operation of the Business or ownership of the Moss Mine;
- (f) all Liabilities of GVC under the Patriot Agreement, except to the extent vested off or disclaimed pursuant to the Approval and Vesting Order;
- (g) all Liabilities of GVC under the Nomad Agreement, except to the extent vested off or disclaimed pursuant to the Approval and Vesting Order;
- (h) all Liabilities of GVC, including Employee Costs, arising from the continued employment of the GVC Retained Employees after the Closing; and
- (i) to the extent not listed above and without duplication, all other Accounts Payable and Accrued Liabilities.

2.1.4 GVC Residual Liabilities

Except for the GVC Retained Liabilities, as of the Closing Date, GVC shall not be responsible for or obligated to pay, perform or otherwise discharge, and the Purchaser shall not assume, any Liabilities of GVC, whether present or future, known or unknown, absolute or contingent and whether or not relating to the Business or the Purchased Assets (collectively, the “**GVC Residual Liabilities**”). Pursuant to the terms of the Approval and Vesting Order, on Closing, the GVC Residual Liabilities shall be assigned to the Seller and the Seller shall assume and be responsible for or obligated to pay, perform or otherwise discharge the GVC Residual Liabilities and any and all Liens related thereto.

2.1.5 GVC Residual Assets

Pursuant to the terms of the Approval and Vesting Order, upon Closing, all of GVC’s right, title and interest in and to the GVC Residual Assets shall be transferred by GVC to, and shall vest absolutely and exclusively, without recourse, in, the Seller.

2.2 **Purchase Price**

2.2.1 Purchase Price

Pursuant to the terms and subject to the conditions set forth in this Agreement, in consideration of the sale of the Purchased Assets pursuant to the terms hereof, the Purchaser shall pay to the Seller an amount equal to [REDACTED] plus an amount equal to the unused portion of the

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GVC Retained Vendor Deposits as set out in Schedule 2.2.1, which the Purchaser shall pay and deliver at the Closing in accordance with Section 2.3.2(a) (collectively, the “Purchase Price”).

2.2.2 Allocation of Purchase Price

The Purchase Price will be allocated among the Purchased Assets in accordance with Schedule 2.2.2, and the values so attributed to the Purchased Assets as set forth therein. The Seller and the Purchaser shall cooperate in the preparation of and execute any elections and agreements that may be necessary or desirable under any Tax Laws to give effect to the allocations described in Schedule 2.2.2, and the Seller and the Purchaser shall prepare and file their respective tax returns in a manner consistent with those allocations, elections and agreements.

2.2.3 Deposit

- (a) Pursuant to the SISP, contemporaneously with the execution and delivery of this Agreement by the Purchaser, the Purchaser has paid a refundable deposit payable to the order of the Monitor, in the amount of [REDACTED] (the “Deposit”).
- (b) The Deposit shall be held, pending Closing, by the Monitor in an interest bearing account with a bank.
- (c) If the transactions contemplated by this Agreement are not completed on the Closing Date by reason solely of a material breach by the Purchaser of its representations, warranties, agreements or covenants under this Agreement and the termination of the Agreement by the Seller pursuant to Section 8.1(b)(i), the Deposit and any interest earned thereon will be retained by the Monitor on behalf of the Seller as liquidated damages and not as a penalty. The entitlement of the Monitor on behalf of the Seller to retain the Deposit in such circumstances shall not limit the Seller’s right to exercise any other rights which the Seller may have against the Purchaser in respect of such default.
- (d) If the transactions contemplated by this Agreement are not completed on the Closing Date (other than by reason of a material breach by the Purchaser of its representations, warranties, agreements or covenants under this Agreement and the termination of the Agreement by the Seller pursuant to Section 8.1(b)(i)), the Deposit will be forthwith returned to the Purchaser, together with all interest earned thereon.

2.2.4 Satisfaction of Purchase Price

The Purchaser shall satisfy the Purchase Price at the Closing Date as follows:

- (a) by release of the Deposit together with all interest earned thereon to the Monitor; and
- (b) by payment to the Monitor by wire transfer of the Purchase Price less the amount set forth in Section 2.2.4(a) (the “Closing Amount”) to an account specified in writing by the Monitor.

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No later than 2 Business Days prior to Closing, Parties will calculate and confirm with the Monitor by exchange of emails, the amount of the GVC Retained Vendor Deposits, the Purchase Price and the Closing Amount.

2.2.5 Purchase Price Adjustment

- (a) The Seller and GVC have brought a motion in the Chapter 15 Proceedings to determine the nature of Patriot's interest pursuant to the Patriot Agreement. If:
- (i) an Order is issued by the US Court determining that the nature of Patriot's interest is a personal property interest and not an interest in any real property owned by GVC (the "**Patriot Determination Order**"), and such Order becomes a Final Order on or before **June 30, 2025** (the "**Patriot Outside Date**"); or
 - (ii) an agreement, in form and substance satisfactory to the Purchaser, is reached with Patriot on or before the Patriot Outside Date to terminate the Patriot Agreement or any royalties granted thereunder,
- then the Purchaser shall pay an additional [REDACTED] to the Seller.
- (b) The Seller and GVC have brought a motion in the Chapter 15 Proceedings to determine the nature of Nomad's interest pursuant to the Nomad Agreement. If:
- (i) an Order is issued by the US Court determining that the nature of Nomad's interest is a personal property interest and not an interest in any real property owned by GVC (the "**Nomad Determination Order**"), and such Order becomes a Final Order on or before **June 30, 2025** (the "**Nomad Outside Date**"); or
 - (ii) an agreement, in form and substance satisfactory to the Purchaser, is reached with Nomad on or before the Nomad Outside Date to terminate the Nomad Agreement or any royalties granted thereunder,
- then the Purchaser shall pay an additional [REDACTED] to the Seller.
- (c) Any payments made pursuant to Section 2.2.5(a) or 2.2.5(b) shall be treated as an adjustment to the Purchase Price by the parties for Tax purposes, unless otherwise required by Law.

2.3 **Closing**

2.3.1 Place of Closing

The completion of the purchase and sale of the Purchased Assets and the assumption of the GVC Retained Liabilities (the "**Closing**") shall take place at the offices of Lawson Lundell LLP, Suite 1600, Cathedral Place, 925 W Georgia St., Vancouver, British Columbia, commencing at 10:00 a.m. local time on a mutually agreed upon date no later than two Business Days after the day upon which all of the conditions set forth under Article 7 (other than conditions to be satisfied

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at the Closing, but subject to the waiver or fulfillment of those conditions) have been satisfied or, if permissible, waived by the Seller and/or the Purchaser (as applicable), or at such other place and on such other date and at such other time as shall be mutually agreed upon in writing by the Purchaser and the Seller (the day on which the Closing takes place being the "Closing Date"). Legal title, equitable title and risk of loss with respect to the Purchased Assets will transfer to the Purchaser, and the GVC Retained Liabilities will remain with GVC at the Closing.

2.3.2 Actions and Deliveries At Closing

At the Closing:

- (a) the Purchaser shall pay to the Monitor, on behalf of the Seller, in cash, the Closing Amount by wire transfer of immediately available funds to an account or accounts designated by the Monitor;
- (b) the Seller and the Purchaser shall deliver duly executed copies of and enter into the Ancillary Agreements to which they will be parties, respectively;
- (c) the Purchaser shall deliver the officer's certificates required to be delivered pursuant to Section 7.2(a) and Section 7.2(b);
- (d) the Seller shall deliver the officer's certificates required to be delivered pursuant to Section 7.3(a) and 7.3(b);
- (e) the Seller shall deliver to the Purchaser all of the Business Information in their possession or control and with respect to any Business Information that is not in their possession or control at Closing, Seller shall deliver to the Purchaser a signed letter, on the applicable Seller's letterhead, authorizing and directing each of its contractors, agents, consultants and representatives to provide to the Purchaser all of the Business Information in their possession or control, such letter to be in form and substance to the satisfaction of the Purchaser, acting reasonably;
- (f) the Seller shall deliver a certified copy of the Approval and Vesting Order, the Sale Recognition Order; and
- (g) each Party shall deliver, or cause to be delivered, to the other any other documents reasonably requested by such other Party in order to effect, or evidence the consummation of, the transactions contemplated herein or otherwise provided for under this Agreement, provided however that all material physical or electronic deliveries required hereunder to be made by the Seller shall be at the Purchaser's expense.

2.3.3 Delivery of the Monitor's Certificate

When the conditions set out in Article 7 have been satisfied or waived, the Purchaser and Seller will each deliver to the Monitor written confirmation of same, following which the Monitor will deliver an executed copy of the Monitor's Certificate to the Purchaser's counsel in escrow upon the sole condition of receipt by the Monitor of the amount referred to in Section 2.2.1 that is required to be paid at the Closing Date. Following written confirmation of receipt by the Monitor

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of such funds, the Monitor's Certificate will be released from escrow to the Purchaser. Upon such delivery, the Closing will be deemed to have occurred. Within a reasonable time thereafter, the Monitor will file a copy of the Monitor's Certificate with the Court and provide evidence of such filing to the Purchaser.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Seller as follows.

3.1 Organization and Corporate Power

- 3.1.1 The Purchaser is duly organized and validly existing under the Laws of the jurisdiction in which it is organized. The Purchaser has the requisite corporate power and authority to enter into, deliver and perform its obligations pursuant to each of the Transaction Documents to which it is or will become a party.
- 3.1.2 The Purchaser is qualified to do business as contemplated by this Agreement and the other Transaction Documents and to own or lease and operate its properties and Purchased Assets, except to the extent that the failure to be so qualified would not materially hinder, delay or impair the Purchaser's ability to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement and the Ancillary Agreements to which it is or will become a party.

3.2 Authorization; Binding Effect; No Breach

- 3.2.1 The execution, delivery and performance of each Transaction Document to which the Purchaser is a party, or is to be a party to, have been, or will be, duly authorized by the Purchaser at the time of its execution and delivery. Assuming due authorization, execution and delivery by the Seller, each Transaction Document to which the Purchaser is a party constitutes, or upon execution thereof will constitute, a valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its respective terms, except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect relating to creditors' rights generally or general principles of public policy.
- 3.2.2 The execution, delivery and performance by the Purchaser of the Transaction Documents to which the Purchaser is, or on the Closing Date will be, a party do not and will not conflict with or result in a breach of the terms, conditions or provisions of, constitute a default under, result in a violation of, or require any Consent (other than the any action by or declaration or notice to any Government Entity) pursuant to (i) the articles, charter, by-laws, partnership agreement or operating agreement of the Purchaser; (ii) any material Contract or other document to which the Purchaser is a party; or (iii) any Laws to which the Purchaser is subject, except, in the case of (ii) and (iii) above, for such defaults, violations, actions and notifications that would not individually or in the aggregate materially hinder, delay or impair the performance by the Purchaser of any of its obligations under any Transaction Document.

3.3 Brokers

Except for fees and commissions that will be paid by the Seller out of the Purchase Price, no broker, finder or investment banker is entitled to any brokerage, finder's or similar fee or commission in connection with the transactions contemplated by this Agreement and the other Transaction Documents based upon arrangements made by or on behalf of the Purchaser or any of its Affiliates.

3.4 Financing

The Purchaser has now, and at all times from the date hereof through to the Closing, will have, sufficient funds available to pay the Purchase Price and all other amounts payable under the Transaction Documents and to otherwise consummate the transactions contemplated hereby and thereby, and to pay all fees and expenses related thereto. The Purchaser acknowledges that its obligations under this Agreement and the other Transaction Documents are not subject to any conditions regarding its ability to obtain financing for any portion of the foregoing amounts.

3.5 Regulatory, Transfer and Other Approvals

Except for any notifications, Consents or approvals required from any Government Entity in respect of a change of control of GVC in connection with any Permit (the "COC Approvals"), no notice, filing, authorization, approval, Order or consent is required to be given, filed or obtained by the Purchaser to or from any Government Entity or Third Party in connection with the execution, delivery and performance by the Purchaser of this Agreement or the transactions contemplated hereby.

3.6 Investment Canada Act

The Purchaser is a "WTO Investor" within the meaning of the *Investment Canada Act*, and the regulations thereunder.

3.7 No Other Representations or Warranties

- 3.7.1 Notwithstanding anything contained in this Agreement to the contrary, the Purchaser acknowledges and agrees that neither the Seller nor any other Person (including the Sales Agent, the Monitor or any of their advisors) is making any representations or warranties whatsoever, express or implied, beyond those expressly given by the Seller in Article 4, or with respect to any other information provided to the Purchaser in connection with the transactions contemplated hereby, including as to the probable success or profitability of the use or operation of the Business, title to the Purchased Assets, the Employees, the GVC Retained Liabilities, or as to the accuracy or completeness of any information regarding any of the foregoing that the Seller, or any other Person (including the Sales Agent, the Monitor or any of their advisors), furnished or made available to the Purchaser or its representatives. The Purchaser further represents that neither the Seller nor any other Person (including the Sales Agent, the Monitor or any of their advisors) has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding the Seller, GVC, the Business or the transactions contemplated by this Agreement not expressly set forth in this Agreement, and neither the Seller nor any other Person

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(including the Sales Agent, the Monitor or any of their advisors) will have or be subject to liability to the Purchaser or any other Person resulting from the distribution to the Purchaser or its representatives or the Purchaser's use of any such information, including Data Site information provided to the Purchaser or its representatives, in connection with the sale of the Business. The Purchaser acknowledges that it has conducted to its satisfaction its own independent investigation of the Business and the Purchased Assets and, in making the determination to proceed with the transactions contemplated by this Agreement, the Purchaser has relied solely on the results of its own independent investigation, the representations and warranties of the Seller set forth in Article 4 and the covenants of the Seller set forth in this Agreement.

- 3.7.2 The Purchaser acknowledges and agrees that, in determining whether to enter into this Agreement, the Purchaser (i) has had an opportunity to conduct any and all due diligence regarding the Purchased Assets, the Business, and the GVC Retained Liabilities and prior to the execution of this Agreement and that the obligations of the Purchaser are not conditional upon any additional due diligence; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Purchased Assets to be acquired and obligations and Liabilities to be assumed in entering into this Agreement; and (iii), except for the representations and warranties set out in Article 4, did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of Law or otherwise) from or by the Seller, the Sales Agent, the Monitor, or any of their Affiliates or any partner, employee, officer, director, accountant, agent, financial, legal or other representative of any of the Seller, the Sales Agent, the Monitor or any of their Affiliates, regarding the Purchased Assets to be acquired or the Liabilities to be assumed or the completeness of any information provided in connection therewith, except as expressly stated herein.

3.8 As Is Where is Transaction

The Purchaser hereby acknowledges and agrees that, except as otherwise expressly provided in Article 4 of this Agreement, the Seller make no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Purchased Assets, the Business, the Moss Mine, or the Silver Creek Exploration Property, and the ownership and operation thereof or Liabilities, including Environmental Liabilities, associated therewith, and the quantity, quality, suitability for mining or costs of mining of any mineral reserves included in the Purchased Assets. Without in any way limiting the foregoing, the Purchaser acknowledges that the Seller has not given, will not be deemed to have given and hereby disclaims any warranty, representation, covenant, express or implied, of existence, location, size or quality of any mineral deposit, or condition or fitness for any particular purpose as to any portion of the Purchased Assets. Accordingly, subject to the representations and warranties of the Seller set forth in Article 4 and the covenants of the Seller set forth in this Agreement, the Purchaser shall accept the Purchased Assets at the Closing "as is", "where is" and "with all faults". No representation is made by the Seller or by any Person (including the Sales Agent, the Monitor or any of their advisors) as to the accuracy or completeness of the Schedules and the Purchaser acknowledges and agrees that it has made its own investigation as to the content thereof.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Purchaser the matters set out below. Disclosure of a fact or matter to the Purchaser in any Schedule shall be sufficient disclosure for all purposes under this Agreement. The inclusion of any information in any Schedule (or any update) shall not be deemed to be an acknowledgement, in and of itself, that such information is required to be disclosed, is material to the Business, has resulted in or would result in a material adverse effect or is outside the Ordinary Course of Business.

4.1 Organization and Corporate Power

Each of the Seller and GVC is duly organized and validly existing under the Laws of the jurisdiction in which it is organized. Subject to the entry of the Approval and Vesting Order in the Court, and the Sale Recognition Order in the US Court, in connection with the transactions contemplated hereby and in the other Transaction Documents, each of the Seller and GVC has the requisite corporate power and authority to enter into, deliver and perform their respective obligations pursuant to each of the Transaction Documents to which it is or will become a party.

The Seller is qualified to do business as contemplated by this Agreement and the other Transaction Documents and to own or lease and operate its properties and Purchased Assets, including, in the case of GVC, the Mineral Tenures.

4.2 Authorization; Binding Effect; No Breach

- 4.2.1 Subject to the entry of the Approval and Vesting Order, and the Sale Recognition Order, in connection with the transactions contemplated hereby and in the other Transaction Documents, the execution, delivery and performance by the Seller and GVC of each Transaction Document to which the Seller or GVC, as applicable, is a party, or is to be a party to, have been, or will be, duly authorized at the time of its execution and delivery.
- 4.2.2 Subject to the entry of the Approval and Vesting Order in the Court, and the Sale Recognition Order in the US Court, in connection with the transactions contemplated hereby and in the other Transaction Documents, and assuming due authorization, execution and delivery by the Purchaser, each Transaction Document to which any Seller is a party constitutes, or upon execution thereof will constitute, a legal, valid and binding obligation of such Seller, enforceable against it in accordance with its respective terms, except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect relating to creditors' rights generally or general principles of public policy.

4.3 GST/HST Registration

The Seller is registered for the purposes of the Tax imposed under Part IX of the *Excise Tax Act* (Canada) and they shall provide to the Purchaser their registration numbers no later than 10 days prior to Closing.

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4.4 Regulatory, Transfer and Other Approvals

Except for: (i) the entry of the Approval and Vesting Order and the Sale Recognition Order; (ii) the approval of the TSXV to the sale of the Purchased Assets; and (iii) any COC Notices or Approvals, to the best of the Seller's Knowledge, no notice, filing, authorization, approval, Order or Consent is required to be given, filed or obtained by any Seller to or from any Government Entity or Third Party in connection with the execution, delivery and performance by the Seller of this Agreement or the transactions contemplated hereby.

4.5 No Other Representations and Warranties

Except for the representations and warranties of the Seller contained in this Article 4, neither the Seller nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the Seller, including any representation or warranty as to the accuracy or completeness of any information regarding the Seller or GVC furnished or made available to Purchaser and its representatives or as to the future revenue, profitability or success of the Seller, GVC, the Purchased Assets, the Business, or any representation or warranty arising from statute or otherwise in Law.

ARTICLE 5 COVENANTS AND OTHER AGREEMENTS

5.1 CCAA Proceedings

- 5.1.1 The Seller and the Purchaser acknowledge that this Agreement and the transactions contemplated hereby are subject to the approval of the Court in the CCAA Proceedings and the recognition of the Court's approval by the US Court in the Chapter 15 Proceedings.
- 5.1.2 The Seller shall, and shall cause GVC to, use its commercially reasonable efforts to obtain from the Court, upon a hearing to be held on a date specified by the Court (the "**Sale Hearing**"), an order, substantially in the form attached as Exhibit B, and upon service acceptable to the Purchaser (acting reasonably):
 - (a) approving the sale of the Purchased Assets to the Purchaser pursuant to this Agreement and vesting in and to the Purchaser the Purchased Assets free and clear of all Claims and Liens;
 - (b) vesting all of the GVC Residual Liabilities and GVC Residual Assets in and to the Seller and permanently enjoining and restraining all Persons from taking any Action against GVC in respect of any of the GVC Residual Liabilities (or any related Liens) or any GVC Residual Assets from and after the Closing Date;
 - (c) upon the Patriot Determination Order becoming a Final Order, deeming all Liabilities in respect of the Patriot Agreement to be GVC Residual Liabilities, and vesting out, discharging and expunging any interest Patriot may have in the Moss Mine or the GVC Retained Assets;

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- (d) upon the Nomad Determination Order becoming a Final Order, deeming all Liabilities in respect of the Nomad Agreement to be GVC Residual Liabilities, and vesting out, discharging and expunging any interest Nomad may have in the Moss Mine or the GVC Retained Assets;
- (e) discharging and expunging all Liens on any of the GVC Retained Assets other than Liens in connection with any of the GVC Retained Liabilities and ordering that such Liens shall attach to the Purchase Price in the same manner and with the same priority as they did with respect to the GVC Retained Assets;
- (f) vesting out, discharging and expunging any interest any of the counterparties to the Payment Obligation Agreements may have in the Moss Mine or the GVC Retained Assets; and
- (g) extinguishing any and all equity interests in GVC other than the GVC Shares
(the “**Approval and Vesting Order**”).

- 5.1.3 The Seller shall, and shall cause GVC to, use its commercially reasonable efforts to cause the Monitor to request from the US Court, upon a hearing to be held on a date specified by the US Court, an order in form and in substance acceptable to the Purchaser, and upon service acceptable to the Purchaser (acting reasonably), recognizing and enforcing the Approval and Vesting Order in the United States (the “**Sale Recognition Order**”).
- 5.1.4 In the event that there are any other Orders required by the Court or the US Court, as applicable, in connection with the transactions contemplated hereby, including in respect of the assignment of any Contract comprising the Purchased Assets, if any, (the “**Additional Orders**”), the Seller and GVC shall have the right to seek, or request that the Monitor seek, such Additional Orders at the same time as the Approval and Vesting Order or the Sale Recognition Order, as applicable.
- 5.1.5 The Purchaser and the Seller will cooperate in obtaining entry of the Approval and Vesting Order, the Sale Recognition Order and any Additional Orders, and the Seller will deliver, or will request the Monitor to deliver, as applicable, to the Purchaser prior to service and filing, and as early in advance as is practicable to permit adequate and reasonable time for the Purchaser and its counsel to review and comment upon, copies of all proposed pleadings, motions, notices, statements, schedules, applications, reports and other material papers to be filed by the Seller, GVC or Monitor, as applicable, in connection with such motions and relief requested therein and any objections thereto.
- 5.1.6 The Purchaser, at its own expense, will promptly provide to the Seller, GVC and the Monitor all such information within its possession or under its control as the Seller, GVC or the Monitor may reasonably require to obtain the Approval and Vesting Order, the Sale Recognition Order and any Additional Orders.
- 5.1.7 In the event leave to appeal is sought, an appeal is taken or a stay pending appeal is requested with respect to the Approval and Vesting Order, the Sale Recognition Order

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or any Additional Orders, the Seller shall promptly notify the Purchaser of such application for leave to appeal, appeal or stay request and shall promptly provide to the Purchaser a copy of the related notice(s) or Order(s). The Seller and the Purchaser acknowledge and agree that, in the event leave to appeal is sought with respect to the Approval and Vesting Order, the Sale Recognition Order, or any Additional Orders, the Closing Date as defined in Section 2.3.1 shall be extended until two Business Days following dismissal or abandonment of (i) the application for leave to appeal, or (ii) if leave is granted, the appeal, provided that if such dismissal or abandonment, as applicable, is not obtained on or before the three month anniversary of the date on which the Approval and Vesting Order is granted, the Purchaser may on written notice to the Seller elect to terminate this Agreement.

5.2 Cooperation

- 5.2.1 Prior to the Closing, upon the terms and subject to the conditions of this Agreement, each of the Parties shall use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, and cooperate with each other in order to do, all things necessary, proper or advisable under applicable Law to consummate the transactions contemplated by this Agreement as soon as practicable, including the preparation and filing of all forms, registrations and notices required to be filed to consummate the Closing, making witnesses available in the Court or the US Court, as applicable, or by declaration, as necessary, in obtaining the entry of the Approval and Vesting Order and the Sale Recognition Order, and the taking of such actions as are necessary to obtain any requisite Consent; provided, however, at no time shall the Seller be obligated to make any payment or deliver anything of value to the Purchaser or any Third Party (other than filing with and payment of any application fees to Government Entities, all of which shall be paid or reimbursed by the Purchaser unless otherwise provided herein) or to the Purchaser in order to obtain any Consent.
- 5.2.2 The Seller and the Purchaser shall promptly notify the other of the occurrence, to such Party's Knowledge, of any event or condition, or the existence, to such Party's Knowledge, of any fact, that would reasonably be expected to result in (i) any of the conditions set forth in Article 7 not being satisfied; or (ii) any of the representations and warranties in Article 3 or Article 4 not being true and correct.
- 5.2.3 The Purchaser and the Seller acknowledge and agree that time is of the essence in effecting the Closing and otherwise consummating the transactions contemplated herein, and that it will promptly and timely provide written requests, execute and deliver all required documents and materials and use commercially reasonable efforts to perform all necessary and required actions, including to obtain the Transfer Approvals for Permits from appropriate Government Entities.

5.3 Pre-Closing Access to Information

- 5.3.1 Prior to the Closing, the Seller shall, and shall cause GVC to, (a) give the Purchaser and its authorized representatives, upon advance notice and during regular business hours, access to all books, records, reports, plans, certificates, files, documents and information related to the Purchased Assets, personnel, officers and other facilities and properties of the Business; and (b) permit the Purchaser to make such copies and

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inspections thereof, upon advance notice and during regular business hours, as the Purchaser may reasonably request; provided, however, that any such access shall be conducted at Purchaser's expense, in accordance with Law (including any applicable Bankruptcy Law), under the supervision of the personnel of the Seller or GVC, as applicable, and in such a manner as to maintain confidentiality and not to interfere with the normal operations of the business of the Seller or GVC, as applicable.

- 5.3.2 Notwithstanding Section 5.3.1, neither the Seller nor GVC shall be required to disclose any information, records, files or other data to the Purchaser where prohibited by any Laws or which would result in the disclosure of any trade secrets of Third Parties or violate any obligation of the Seller or GVC to a Third Party or that would have the effect of causing the waiver of any solicitor-client privilege or subsisting agreement of confidentiality.

5.4 Confidentiality

- 5.4.1 Prior to the Closing, the Purchaser shall keep confidential all information disclosed to it by the Seller, GVC or their respective agents relating to the Seller, GVC or the Business except information which:

- (i) is part of the public domain;
- (ii) becomes part of the public domain other than as a result of a breach of these provisions by the Purchaser; or
- (iii) was received in good faith from an independent Person who was lawfully in possession of such information free of any obligation of confidence.

Such information is confidential and proprietary to the Seller and GVC, as applicable, and the Purchaser shall only disclose such information to its affiliates those of its and its affiliates, directors, officers, employees and representatives of its advisors who need to know such information for the purposes of evaluating and implementing the transaction contemplated in this Agreement and to the applicable Government Entities to the extent necessary to obtain any Transfer Approvals. Notwithstanding the foregoing, the Purchaser shall keep confidential all Personal Information disclosed to it by the Seller, GVC or their respective agents and will not disclose the Personal Information except in accordance with applicable Law. If this Agreement is terminated without completion of the transactions contemplated by this Agreement, the Purchaser shall promptly return all documents, work papers and other written material (including all copies) obtained from the Seller or GVC, as applicable, in connection with this Agreement, and not previously made public and shall continue to maintain the confidence of all such information.

- 5.4.2 After the Closing, the Seller shall keep confidential all Personal Information it disclosed to the Purchaser and all information relating to the Business, except information which:

- (i) is part of the public domain;

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- (ii) becomes part of the public domain other than as a result of a breach of these provisions by the Seller; or
- (iii) was received in good faith after Closing from an independent Person who was lawfully in possession of such information free of any obligation of confidence.

5.5 Public Announcements

Prior to the Closing and except as necessary for the Party to make any filing with the Court or the US Court, as applicable, to obtain approval of the transactions contemplated by this Agreement and upon 48 hours advance notice of such public announcement or press release, no Party shall issue any press release or public announcement concerning this Agreement or the transactions contemplated by this Agreement without obtaining the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed, unless, in the reasonable judgment of the Purchaser or the Seller, disclosure is otherwise required by applicable Law (including the Securities Laws), the CCAA, Chapter 15, the Court or the US Court with respect to filings to be made with the Court or the US Court in connection with this Agreement or by the Securities Laws of the Securities Commissions or any stock exchange on which the Purchaser or the Seller lists securities, provided that the Party intending to make such release shall use commercially reasonable efforts consistent with such applicable Law and the Court or US Court requirement to consult with the other Party with respect to the text thereof.

5.6 Further Actions

From and after the Closing Date, each of the Parties shall execute and deliver such documents and other papers and take such further actions as may reasonably be required to carry out the provisions of this Agreement and give effect to the transactions contemplated herein, including the execution and delivery of such assignments, deeds and other documents as may be necessary to transfer any Purchased Assets as provided in this Agreement; provided that the Seller shall not be obligated to make any payment or deliver anything of value to any Third Party (other than filing with and payment of any application fees to Government Entities, all of which shall be paid or reimbursed by the Purchaser unless otherwise specified herein) or the Purchaser in order to obtain any Consent to the transfer of Purchased Assets.

5.7 Transaction Expenses

Except as otherwise provided in this Agreement or the Ancillary Agreements, each of the Purchaser and the Seller shall bear their own costs and expenses (including brokerage commissions, finders' fees or similar compensation, and legal fees and expenses) incurred in connection with this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby. Without limiting the foregoing, the Purchaser shall pay all costs associated with obtaining any required Consents.

5.8 Employees

- 5.8.1 No less than 10 Business Days prior to the Closing Date, the Purchaser shall provide the Seller with a list of Employees whose employment with GVC shall be terminated by GVC (the "Identified Employees"). Forthwith upon receipt of this list and prior

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to the Closing Date, GVC shall terminate the employment of all of the Identified Employees and confirm same to the Purchaser. All remaining Employees as at the Closing Date shall be referred to as the "GVC Retained Employees".

- 5.8.2 The Seller shall pay and be responsible for all Employee Costs in respect of all Employees other than the GVC Retained Employees, and the Purchaser shall not assume and shall have no responsibility for the Employee Costs of any Employees other than the GVC Retained Employees.

5.9 Certain Payments or Instruments Received from Third Parties

To the extent that, after the Closing Date, (a) the Purchaser receives any payment or instrument that is for the account of the Seller according to the terms of this Agreement, the Purchaser shall promptly deliver such amount or instrument to the Seller; and (b) the Seller receives any payment that is for the account of the Purchaser according to the terms of this Agreement or relates to the Business, such Seller shall hold such payment in trust for the Purchaser and promptly deliver such amount or instrument to the Purchaser. All amounts due and payable under this Section 5.9 shall be due and payable by the applicable Party in the form received, or if payment in such form is not possible, in immediately available funds, by wire transfer to the account designated in writing by the relevant Party. Notwithstanding the foregoing, each Party hereby undertakes to use commercially reasonable efforts to direct or forward all bills, invoices or like instruments to the appropriate Party.

5.10 Notification of Certain Matters

The Seller shall give written notice to the Purchaser and the Purchaser shall give written notice to the Seller, as applicable, promptly after becoming aware of (a) the occurrence of any event, which would be likely to cause any condition set forth in Article 7 to be unsatisfied in any material respect at any time from the date hereof to the Closing Date; or (b) any notice or other communication from (i) any Person alleging that the Consent of such Person is or may be required in connection with any of the transactions contemplated by this Agreement; or (ii) any Government Entity in connection with any of the transactions contemplated by this Agreement; provided, however, that the delivery of any notice pursuant to this Section 5.10 shall not limit or otherwise affect the remedies available hereunder to the Seller or the Purchaser.

ARTICLE 6 TAX MATTERS

6.1 Transfer Taxes

- 6.1.1 The Parties agree that the Purchase Price is exclusive of any Transfer Taxes. Subject to Section 5.7 and Section 6.2, the Purchaser shall at the Closing pay to the Seller, all applicable Transfer Taxes that are properly payable by Purchaser or Seller under applicable Law in connection with this Agreement and the transactions contemplated herein and the other Transaction Documents and the transactions contemplated therein. The Purchaser shall indemnify and save harmless the Seller from and against any Tax that may be imposed on, claimed from or demanded of the Seller, GVC, or the Purchaser, including as a result of the transactions contemplated hereby or as a

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result of any elections made or omitted to be made under this Article 6 or any refusal of any Government Entity to accept any such election. The Seller and Purchaser hereby waive compliance with all "bulk sales," "bulk transfer" and similar Laws (including any withholding requirements thereunder) that may be applicable with respect to the sale and transfer of any or all of the Purchased Assets to the Purchaser.

- 6.1.2 If the Purchaser wishes to claim any exemption relating to, or a reduced rate of, Transfer Taxes, in connection with this Agreement or the transactions contemplated herein or the other Transaction Documents and the transactions contemplated therein, the Purchaser shall be solely responsible for ensuring that such exemption or election applies and, in that regard, shall provide the Seller prior to Closing with its permit number, GST/HST number, or other similar registration numbers and/or any appropriate certificate of exemption, election and/or other document or evidence to support the claimed entitlement to such exemption or reduced rate by the Purchaser. The Seller shall make commercially reasonable efforts to cooperate to the extent necessary to obtain any such exemption or reduced rate.

6.2 Tax Elections

At the Purchaser's sole expense, the Purchaser and each Seller shall, where such election is available under applicable Law, jointly execute an election under Section 167 of Part IX of the *Excise Tax Act* (Canada) in the forms prescribed for such purposes such that the sale of the Purchased Assets by the applicable Seller will take place without payment of any GST/HST. The Purchaser shall file the election forms referred to above with the proper Tax Authority, together with the Purchaser's GST/HST return for its GST/HST reporting period during which the transaction of purchase and sale contemplated herein occurs. Notwithstanding such election, in the event that it is determined by the CRA that there is a GST/HST liability of the Purchaser to pay GST/HST on all or part of the Purchased Assets sold pursuant to this Agreement, the Parties agree that such GST/HST, as the case may be, shall, unless already collected from the Purchaser and remitted by the applicable Seller, be forthwith remitted by the Purchaser to the CRA, as the case may be. If it is determined that the elections are not available, the applicable Seller agrees to provide reasonable cooperation to the Purchaser to expedite the Purchaser's claims for input tax credits, input tax refunds or rebates of GST/HST. Regardless of whether an election is made pursuant to this Section 6.2, the Seller agrees that it shall collect no GST/HST in respect of any real property acquired by the Purchaser.

6.3 Tax Characterization of Payments Under This Agreement

The Seller and the Purchaser agree to treat all indemnity payments made subsequent to the Closing either to or for the benefit of the other Party under this Agreement as adjustments to the Purchase Price for Tax purposes and that such treatment shall govern for purposes hereof to the extent permitted under applicable Tax Law. Any adjustments to the Purchase Price shall be allocated to the property most closely related to the adjustment.

6.4 Records

- 6.4.1 After the Closing Date, the Purchaser and the Seller will make available to the other, as reasonably requested, and to any Tax Authority, all information, records or documents relating to Liability for Taxes with respect to the Purchased Assets, the

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Business for all periods prior to or including the Closing Date, and will preserve such information, records or documents until the expiration of any applicable statute of limitations or extensions thereof. In the event that one Party needs access to records in the possession of the other Party relating to any of the Purchased Assets, the Business for purposes of preparing Tax Returns or complying with any Tax audit request, subpoena or other investigative demand by any Tax Authority, or for any other legitimate Tax-related purpose not injurious to the other Party, the other Party will allow representatives of the first Party access to such records during regular business hours at the other Party's place of business for the sole purpose of obtaining information for use as aforesaid and will permit the other Party to make extracts and copies thereof as may be necessary or convenient. The obligation to cooperate pursuant to this paragraph shall terminate at the time the relevant applicable statute of limitations expires (giving effect to any extension thereof).

- 6.4.2 The Purchaser shall take all reasonable steps to preserve and keep the books and records of the Seller and the Business delivered to it in connection with the completion of the transactions contemplated by this Agreement, including in respect of the conduct of the Business prior to the date of the Initial Order, for a period of six years from the Closing Date, or for any longer period as may be required by any Law or Government Entity and shall make such records available to the Seller, the Monitor, or any trustee in bankruptcy of the Seller on a timely basis, as may be required by them in connection with any administrative or legal proceeding that may be initiated by, on behalf of, or against the Seller.

ARTICLE 7 CONDITIONS TO THE CLOSING

7.1 Conditions to Each Party's Obligation

The Parties' obligation to effect the Closing is subject to the satisfaction or the express written waiver of the Parties, at or prior to the Closing, of the following conditions:

- (a) there shall be in effect no Law or Order prohibiting the consummation of the transactions contemplated hereby that has not been withdrawn or terminated;
- (b) none of the Parties nor any of their respective directors, officers, employees or agents, will be a defendant or third party to or threatened with any litigation or proceedings before any Government Entity which could prevent or restrict that Party from performing any of its obligations in this Agreement or any Transaction Document; and
- (c) the Approval and Vesting Order and the Sale Recognition Order shall have been entered, in form and substance acceptable to the Purchaser and the Seller, and shall have become a Final Order.

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7.2 Conditions to the Seller's Obligation

The Seller's obligation to effect the Closing shall be subject to the fulfillment (or express written waiver by the Seller), at or prior to the Closing, of each of the following additional conditions:

- (a) each representation and warranty contained in Article 3 shall be true and correct (i) as if restated on and as of the Closing Date; or (ii) if made as of a date specified therein, as of such date. The Seller shall have received a certificate of the Purchaser to such effect signed by a duly authorized officer thereof;
- (b) the covenants, obligations, and agreements contained in this Agreement to be complied with by the Purchaser on or before the Closing shall have been complied with in all material respects. The Seller shall have received a certificate of the Purchaser to such effect signed by a duly authorized officer thereof;
- (c) the Seller shall have received the TSXV's approval of the sale of the Purchased Assets; and
- (d) each of the deliveries required to be made to the Seller pursuant to Section 2.3.2 shall have been so delivered.

7.3 Conditions to Purchaser's Obligation

The Purchaser's obligation to effect the Closing shall be subject to the fulfillment (or express written waiver by the Purchaser), at or prior to the Closing, of each of the following additional conditions:

- (a) each representation and warranty contained in Article 4 shall be true and correct (i) as if restated on and as of the Closing Date; or (ii) if made as of a date specified therein, as of such date. The Purchaser shall have received a certificate of each Seller to such effect signed by a duly authorized officer thereof;
- (b) the covenants, obligations and agreements contained in this Agreement to be complied with by the Seller on or before the Closing shall have been complied with in all material respects. The Purchaser shall have received a certificate of each Seller to such effect signed by a duly authorized officer thereof;
- (c) none of the Purchased Assets or GVC Retained Assets, or any part thereof, that are material to the Moss Mine or the Business: (i) shall have been condemned or taken by eminent domain, or subject to any proceedings for condemnation or taking by eminent domain; or (ii) shall have been damaged or destroyed, whether by fire or other casualty;
- (d) each of the deliveries required to be made to the Purchaser pursuant to Section 2.3.2 shall have been so delivered; and
- (e) Trisura Specialty Insurance Company shall have provided the Purchaser with a written acknowledgement (in form and substance satisfactory to the Purchaser in

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its sole and unfettered discretion) that it will not terminate any reclamation bonding provided by it to GVC (and any related arrangements) upon the change of control of GVC on Closing.

7.4 No Condition for Change of Control Approvals

Closing shall not be conditioned on or delayed as a result of not having obtained an applicable COC Approval prior to the Closing. In the event that the Closing has occurred without an applicable COC Approval having been obtained, the Parties shall work cooperatively, at the Purchaser's cost, to use commercially reasonable efforts to, make all such filings and do all such things as is required to obtain such COC Approval.

ARTICLE 8 TERMINATION

8.1 Termination

This Agreement may be terminated at any time prior to the Closing:

- (a) by mutual written consent of the Seller and the Purchaser;
- (b) by either the Seller or the Purchaser, upon written notice to the other:
 - (i) in the event of a material breach by such other Party of such other Party's representations, warranties, agreements or covenants set forth in this Agreement, which breach (A) would result in a failure of the conditions to Closing set forth in Section 7.2 or Section 7.3, as applicable; and (B) is not cured within seven days from receipt of a written notice from the non-breaching Party;
 - (ii) if a Government Entity issues an Order prohibiting the transactions contemplated hereby;
 - (iii) if the Approval and Vesting Order or the Sale Recognition Order is not entered on or before the day that is 60 days following the date of this Agreement; or
 - (iv) notwithstanding Section 5.1.7, if the Closing does not take place on or before **December 31, 2024**;

provided, however, that the right to terminate this Agreement pursuant to Section 8.1(b)(ii) shall not be available to any Party whose breach hereof has been the principal cause of, or has directly resulted in, the event or condition purportedly giving rise to a right to terminate this Agreement under such clauses.

8.2 Effects of Termination

If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under or pursuant to this Agreement shall terminate without further Liability of any Party to the other except for the provisions of (a) Section 2.2.3 (Deposit); (b) Section 5.4 (Confidentiality); (c)

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Section 5.5 (Public Announcements); (d) 5.7 (Transaction Expenses); (e) Section 8.2 (Effects of Termination); (f) Section 10.1 (Monitor's Capacity); (g) Section 10.6 (Third Party Beneficiaries); (h) Section 10.2 (Releases); (i) Section 10.8 (Successors and Assigns); (j) Section 10.9 (Governing Law; Submission to Jurisdiction); and (k) Section 10.10 (Notices), provided that in the circumstance where the Agreement is terminated pursuant to Section 8.1(b)(i), the defaulting Party shall not be released from Liability under this Agreement.

ARTICLE 9 POST-CLOSING ACCESS AND COVENANTS

9.1 General Post-Closing Access to the Purchased Assets

In addition to the other provisions hereof granting to the Seller access to the Moss Mine after the Closing Date for certain specified purposes, the Parties agree that upon reasonable prior notice to Purchaser, the Seller will be given reasonable access to the Moss Mine and to the other Purchased Assets as necessary to enable the Seller to carry out or respond to reporting requirements of Government Entities, removal of Excluded Assets from the Moss Mine, ongoing tax and accounting functions and obligations, and other activities of the Seller with respect to the sale of the Purchased Assets and the winding down of the Seller's responsibilities with respect thereto. All such activities of the Seller will be conducted in a manner which complies with Purchaser's safety and operating procedures, solely at the Seller's sole risk and responsibility and in a manner which will not interfere unreasonably with the activities of Purchaser.

9.2 Post-Closing Pursuit of Determination Orders

From and after Closing, at the expense of Seller, the Purchaser shall, and shall cause GVC to, cooperate with the Seller, and use commercially reasonable efforts, to:

- (a) seek and obtain the Patriot Determination Order and the Nomad Determination Order; or
- (b) enter into such agreements with Patriot and Nomad as contemplated under Section 2.2.5(a)(ii) and Section 2.2.5(b)(ii), as applicable,

on or before the Patriot Outside Date and the Nomad Outside Date, as applicable. Upon receipt of any such Order or upon the execution of any such agreement, as applicable, the Purchaser shall promptly notify the Seller and make any payment to the Seller that is required under Section 2.2.5.

ARTICLE 10 MISCELLANEOUS

10.1 Monitor's Capacity

The Purchaser acknowledges and agrees that the Monitor, acting in its capacity as the Monitor of the Seller and GVC in the CCAA Proceedings, will have no Liability in connection with this Agreement whatsoever in its capacity as Monitor, in its personal or corporate capacity or otherwise.

10.2 Release

At the Closing Date or upon termination of this Agreement, the Purchaser releases the Monitor, the Sales Agent, and any of their respective Affiliates and any partner, employee, officer, director, accountant, agent, financial, legal or other representative of the Monitor or the Sales Agent, as applicable, from any and all Claims, known or unknown, that the Purchaser may have against such Person relating to, arising out of, or in connection with the negotiation and execution of this Agreement, the transactions contemplated hereunder and any proceedings commenced with respect to or in connection therewith, except in respect of the return of the Deposit.

10.3 Survival of Representations and Warranties or Covenants

- 10.3.1 No representations, warranties, covenants or agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive beyond the Closing Date unless expressly provided for herein or therein.
- 10.3.2 With respect to Claims against any Seller or against the Purchaser, no Claim of any nature whatsoever for breach of such representations or warranties may hereunder be made, or Action instituted with respect thereto, after the Closing Date.
- 10.3.3 Notwithstanding the foregoing, the covenants and agreements that by their terms are to be satisfied after the Closing Date shall survive until satisfied in accordance with their terms.

10.4 Purchaser Disclosure Supplements

From time to time prior to the Closing, the Purchaser shall have the right to supplement or amend the Schedules hereto with respect to any matter that, if existing, occurring or known at the date of this Agreement, would have been required to be set forth or described in the respective Schedules; provided that such supplements and amendments do not, in the opinion of the Monitor and Maverix Metals Inc. (“Maverix”), each acting reasonably, materially prejudice Maverix, as secured lender of the Seller and of GVC. The Schedules shall be deemed amended by all such supplements and amendments for all purposes.

10.5 Remedies

No failure to exercise, and no delay in exercising, any right, remedy, power or privilege under this Agreement by any Party will operate as a waiver of such right, remedy, power or privilege, nor will any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise of such right, remedy, power or privilege or the exercise of any other right, remedy, power or privilege.

10.6 No Third-Party Beneficiaries

- 10.6.1 Except as set forth in Section 10.6.2, this Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

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10.6.2 The Parties hereby designate the Monitor and the Sales Agent as third party beneficiaries of Section 3.7, 3.8, 10.1 and 10.2.

10.7 Consent to Amendments; Waivers

No Party shall be deemed to have waived any provision of this Agreement or any of the other Transaction Documents unless such waiver is in writing, and then such waiver shall be limited to the circumstances set forth in such written waiver. This Agreement and the ancillary documents shall not be amended, altered or qualified except by an instrument in writing signed by all the Parties hereto or thereto, as the case may be; provided that such amendments, alterations or qualifications do not, in the opinion of the Monitor and Maverix, each acting reasonably, materially prejudice Maverix, as secured lender of the Seller and of GVC.

10.8 Successors and Assigns

Except as otherwise expressly provided in this Agreement, all representations, warranties, covenants and agreements set forth in this Agreement or any of the Ancillary Agreements by or on behalf of the Parties thereto will be binding upon and inure to the benefit of such Parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any Party without the prior written consent of, in the case of the Seller, the Purchaser, and in the case of the Purchaser, the Seller, which consent may be withheld in such Party's sole discretion, except for assignment by the Purchaser to an Affiliate of the Purchaser (provided that the Purchaser remains liable jointly and severally with its assignee Affiliate for the assigned obligations to the Seller).

10.9 Governing Law; Submission to Jurisdiction

10.9.1 Any questions, claims, disputes, remedies or Actions arising from or related to this Agreement, and any relief or remedies sought by any Parties, shall be governed exclusively by the Laws of the Province of British Columbia and the federal laws of Canada applicable therein without regard to the rules of conflict of laws applied therein or any other jurisdiction.

10.9.2 To the fullest extent permitted by applicable Law, each Party (i) agrees that any Claim, Action or proceeding by such Party seeking any relief whatsoever arising out of, or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in the Court; (ii) agrees to submit to the non-exclusive jurisdiction of the Court for purposes of all legal proceedings arising out of, or in connection with, this Agreement or the transactions contemplated hereby; (iii) waives and agrees not to assert any objection that it may now or hereafter have to the laying of the venue of any such Action brought in such a Court or any Claim that any such Action brought in such a Court has been brought in an inconvenient forum; (iv) agrees that mailing of process or other papers in connection with any such Action or proceeding in the manner provided in Section 10.10 or any other manner as may be permitted by Law shall be valid and sufficient service thereof; and (v) agrees that a judgment in any such Action or proceeding, once finally determined, settled or adjudicated, and all rights to appeal, if any have been exhausted or have expired, shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

10.10 Notices

All demands, notices, communications and reports provided for in this Agreement shall be deemed given if in writing and delivered, if sent by facsimile, electronic mail, courier or sent by reputable overnight courier service (delivery charges prepaid) to any Party at the address specified below, or at such other address, to the attention of such other Person, and with such other copy, as the recipient Party has specified by prior written notice to the sending Party pursuant to the provisions of this Section 10.10.

- (a) If to the Purchaser, to:

EG Acquisition LLC

Attention: Daniel J. Weiner
Email: legal@wexford.com

With copy (which shall not constitute notice) to counsel to the Purchaser:

Davies Ward Phillips & Vineberg LLP
150 Wellington St. W.
Toronto, ON M5V J7

Attention: Robin B. Schwill
Email: rschwill@dwpv.com

- (b) If to the Seller, to:

Elevation Gold Mining Corp.
c/o Maxis Law Corporation
Suite 910 - 800 West Pender Street
Vancouver, BC V6C 2V6

Attention: Tim Swendseid
Email: tim@elvtgold.com

With copy (which shall not constitute notice) to counsel to the Seller:

Lawson Lundell LLP
1600 - 925 West Georgia Street
Vancouver, British Columbia
Canada V6C 0L2

Attention: Alexis Teasdale
Email: ateasdale@lawsonlundell.com

With a copy to the Monitor:

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KSV Restructuring Inc.
 220 Bay Street, Suite 1300, Box 20
 Toronto, Ontario
 Canada M5J 2W4

Attention: Bobby Kofman / Jason Knight
 Email: bkofman@ksvadvisory.com / jknight@ksvadvisory.com

and a copy to counsel to the Monitor:

Fasken Martineau DuMoulin LLP
 500 Burrard Street, Suite 2900
 Vancouver, British Columbia
 Canada V6C 0A3

Attention: Kibben Jackson / Mishaal Gill
 Email: kjackson@fasken.com / mgill@fasken.com

With a copy to the Sales Agent:

INFOR Financial Inc.
 200 Bay Street, Suite 2350
 Toronto, Ontario
 Canada M5J2J2

Attention: Neville Dastoor
 Email: ndastoor@inforfg.com

10.10.2 Any such demand, notice, communication or report shall be deemed to have been given pursuant to this Agreement when delivered personally, when confirmed if by facsimile transmission or electronic mail, or on the calendar day after deposit with a reputable overnight courier service, as applicable.

10.11 Counterparts

The Parties may execute and deliver this Agreement in two or more counterparts (no one of which need contain the signatures of all Parties), including facsimile or scanned PDF document, with the same effect as if all Parties had executed and delivered the same copy, each of which will be deemed an original and all of which together will constitute one and the same instrument.

10.12 No Presumption

The Parties agree that this Agreement was negotiated fairly among them at arm's length and that the final terms of this Agreement are the product of the Parties' negotiations. Each Party represents and warrants that it has sought and received experienced legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The Parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed

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against a Party on the grounds that such Party drafted or was more responsible for drafting the provisions.

10.13 Severability

If any provision, clause, or part of this Agreement, or the application thereof under certain circumstances, is held invalid, illegal or incapable of being enforced in any jurisdiction, (i) as to such jurisdiction, the remainder of this Agreement or the application of such provision, clause or part under other circumstances; and (ii) as for any other jurisdiction, any provision of this Agreement, shall not be affected and shall remain in full force and effect, unless, in each case, such invalidity, illegality or unenforceability in such jurisdiction materially impairs the ability of the Parties to consummate the transactions contemplated by this Agreement or to carry out the intent of this Agreement. Upon such determination that any clause or other provision is invalid, illegal or incapable of being enforced in such jurisdiction, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated or carried out as originally contemplated to the greatest extent legally possible including in such jurisdiction.

10.14 Entire Agreement

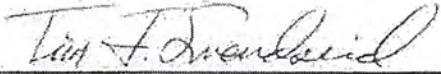
This Agreement and the Ancillary Agreements set forth the entire understanding of the Parties relating to the subject matter thereof, and all prior or contemporaneous understandings, agreements, representations and warranties, whether written or oral, are superseded by this Agreement and the Ancillary Agreements, and all such prior or contemporaneous understandings, agreements, representations and warranties are hereby terminated. In the event of any irreconcilable conflict between this Agreement and any of the Ancillary Agreements, the provisions of this Agreement shall prevail, regardless of the fact that certain Ancillary Agreements may be subject to different governing Laws (unless the Ancillary Agreement expressly provides otherwise).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement of Purchase and Sale as of the date first written above.

SELLER:

ELEVATION GOLD MINING CORPORATION

By: 
Name: Tim Swendseid
Title: Chief Executive Officer

PURCHASER:

EG ACQUISITION LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have duly executed this Agreement of Purchase and Sale as of the date first written above.

SELLER:

ELEVATION GOLD MINING CORPORATION

By: _____
Name:
Title:

PURCHASER:

EG ACQUISITION LLC

By: ^{Signed by:}
Daniel J. Weiner

Name: Daniel J. Weiner
Title: Vice President and Assistant Secretary

Prepared: R. Schwill (Davies), C. Consoli (May Potenza Baran & Gillespie)
Approved: C. Davidson/ P. Jacob/ A. Leisman

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Schedule 1.1(aaa)

Knowledge

- A. Tim Swendseid – Chief Executive Officer, Elevation Gold Mining Corporation
- B. William Dean – Chief Financial Officer, Elevation Gold Mining Corporation

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Schedule 1.1(ggg)

Mineral Tenures

I. Moss Mine Patented Mining Claims (owned by Golden Vertex Corp, acquired from Patriot Gold Corp. by Special Warranty Deed dated May 25, 2016 and recorded on May 26, 2016 at Fee No. 2016023498, Official Records of Mohave County, Arizona) (the "Moss Mine Patented Claims")

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MOHAVE, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

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, 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 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.

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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. Ivanhoe Patented Mining Claims (owned by Golden Vertex Corp, acquired from Georgianna Constantino, surviving Trustee of the Thomas F. Constantino and Georgianna Constantino Revocable Trust u/t/d August 16, 2016 by General Warranty Deed dated June 14, 2016 and recorded on June 17, 2016 at Fee No. 2016027075, Official Records of Mohave County, Arizona) (the "Ivanhoe Patented Claims")

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MOHAVE, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1: (APN: 221-07-005 and 221-08-001)

The IVANHOE NO. 1, IVANHOE NO. 2, IVANHOE NO. 3, and IVANHOE FRACTION; NANCY LEE NO. 1, NANCY LEE NO. 2, and NANCY LEE FRACTION, PATENTED MINING CLAIMS in the San Francisco Mining District, Survey No. 3262, situate in Sections 8 and 9, Township 19 North, Range 20 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

EXCEPT that portion of the NANCY LEE FRACTION lying within the Alpha and Thelma Patented Lode Claims, Survey No. 2737.

III. McCullough Patented Mining Claims (owned by Golden Vertex Corp, acquired from Paul N. Hurns and Debra L. Hurns, Co-Trustees of the Hurns Family Trust, dated July 23, 2013 by Warranty Deed dated March 31, 2021 and recorded on April 7, 2021 at Fee No. 2021025512, Official Records of Mohave County, Arizona) (the "McCullough Patented Claims")

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MOHAVE, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1: (APN: 221-05-001 and 221-04-002)

The following patented lode mining claims located in the San Francisco Mining District, being shown on Mineral Survey No. 3349 on file in the Bureau of Land Management, as granted by

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Patent recorded in Book 30 of Deeds, Page 568 and situate in Sections 4 and 5, Township 19 North, Range 20 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona:

Buckeye, Grace Jr., Keynote, Keynote Fraction, Hardy, John McCullough, Little Horse, Mascott, McCullough Fraction and McKenzie.

IV. Unpatented Mining Claims (owned by Golden Vertex Corp.) (the "GVC Claims")

Unpatented mining claims situated in the San Francisco (Oatman, Gold Road, Boundary Cone) Mining District in Sections 13, 14, 23, 24, 25, 26, 35, and 36, Township 20 North, Range 21 West; Sections 19, 20, 21, 28, 29, 30, 31 and 32, Township 20 North, Range 20 West; and Sections 3, 4 and 5, Township 19 North, Range 20 West; G&SRB&M, Mohave County, Arizona, the names of which, the place of record of the location notices and amendments thereof in the records of the Mohave County, Arizona Recorder, and the serial numbers assigned by the Arizona State Office of the Bureau of Land Management, are as follows:

No.	Name of Claim	Fee No.	BLM Legacy Serial No.
1	GVC 1	2011034906	AMC408939
2	GVC 2	2011034907	AMC408940
3	GVC 3	2011034908	AMC408941
4	GVC 4	2011034909	AMC408942
5	GVC 5	2011034910	AMC408943
6	GVC 6	2011034911	AMC408944
7	GVC 7	2011034912	AMC408945
8	GVC 8	2011034913	AMC408946
9	GVC 9	2011034914	AMC408947
10	GVC 10	2011034915	AMC408948
11	GVC 11	2011034916	AMC408949
12	GVC 12	2011034917	AMC408950
13	GVC 13	2011034918	AMC408951
14	GVC 14	2011034919	AMC408952
15	GVC 15	2011034920	AMC408953
16	GVC 16	2011034921	AMC408954
17	GVC 17	2011034922	AMC408955
18	GVC 18	2011034923	AMC408956
19	GVC 19	2011034924	AMC408957
20	GVC 20	2011034925	AMC408958
21	GVC 21	2011034926	AMC408959
22	GVC 22	2011034927	AMC408960
23	GVC 23	2011034928	AMC408961
24	GVC 24	2011034929	AMC408962
25	GVC 25	2011034930	AMC408963
26	GVC 26	2011034931	AMC408964
27	GVC 27	2011034932	AMC408965
28	GVC 28	2011034933	AMC408966

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No.	Name of Claim	Fee No.	BLM Legacy Serial No.
29	GVC 29	2011034934	AMC408967
30	GVC 30	2011034935	AMC408968
31	GVC 31	2011034936	AMC408969
32	GVC 33	2011034938	AMC408971
33	GVC 34	2011034939	AMC408972
34	GVC 35	2011034940	AMC408973
35	GVC 36	2011034941	AMC408974
36	GVC 37	2011034942	AMC408975
37	GVC 38	2011034943	AMC408976
38	GVC 39	2011034944	AMC408977
39	GVC 40	2011034945	AMC408978
40	GVC 41	2011034946	AMC408979
41	GVC 42	2011034947	AMC408980
42	GVC 43	2011034948	AMC408981
43	GVC 44	2011034949	AMC408982
44	GVC 45	2011034950	AMC408983
45	GVC 46	2011034951	AMC408984
46	GVC 47	2011034952	AMC408985
47	GVC 48	2011034953	AMC408986
48	GVC 49	2011034954	AMC408987
49	GVC 50	2011034955	AMC408988
50	GVC 51	2011034956	AMC408989
51	GVC 52	2011034957	AMC408990
52	GVC 53	2011034958	AMC408991
53	GVC 54	2011034959	AMC408992
54	GVC 55	2011034960	AMC408993
55	GVC 56	2011034961	AMC408994
56	GVC 57	2011034962	AMC408995
57	GVC 58	2011034963	AMC408996
58	GVC 59	2011034964	AMC408997
59	GVC 60	2011034965	AMC408998
60	GVC 61	2011034966	AMC408999
61	GVC 62	2011034967	AMC409000
62	GVC 63	2011034968	AMC409001
63	GVC 64	2011034969	AMC409002
64	GVC 65	2011034970	AMC409003
65	GVC 67	2011034971	AMC409004
66	GVC 68	2011034972	AMC409005
67	GVC 69	2011034973	AMC409006
68	GVC 70	2011034974	AMC409007
69	GVC 71	2011034975	AMC409008
70	GVC 72	2011034976	AMC409009
71	GVC 73	2011034977	AMC409010
72	GVC 74	2011034978	AMC409011

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No.	Name of Claim	Fee No.	BLM Legacy Serial No.
73	GVC 75	2011034979	AMC409012
74	GVC 76	2011034980	AMC409013
75	GVC 77	2011034981	AMC409014
76	GVC 78	2011034982	AMC409015
77	GVC 79	2011034983	AMC409016
78	GVC 80	2011034984	AMC409017
79	GVC 81	2011034985	AMC409018
80	GVC 82	2011034986	AMC409019
81	GVC 83	2011034987	AMC409020
82	GVC 84	2011034988	AMC409021
83	GVC 85	2011034989	AMC409022
84	GVC 86	2011034990	AMC409023
85	GVC 87	2011034991	AMC409024
86	GVC 88	2011034992	AMC409025
87	GVC 89	2011034993	AMC409026
88	GVC 90	2011034994	AMC409027
89	GVC 91	2011034995	AMC409028
90	GVC 92	2011034996	AMC409029
91	GVC 93	2011034997	AMC409030
92	GVC 94	2011034998	AMC409031
93	GVC 95	2011034999	AMC409032
94	GVC 96	2011035000	AMC409033
95	GVC 97	2011035001	AMC409034
96	GVC 98	2011035002	AMC409035
97	GVC 99	2011035003	AMC409036
98	GVC 100	2011035004	AMC409037
99	GVC 101	2011035005	AMC409038
100	GVC 102	2011035006	AMC409039
101	GVC 103	2011035007	AMC409040
102	GVC 104	2011035008	AMC409041
103	GVC 105	2011035009	AMC409042
104	GVC 106	2011035010	AMC409043
105	GVC 107	2011035011	AMC409044
106	GVC 108	2011035012	AMC409045
107	GVC 109	2011035013	AMC409046
108	GVC 110	2011035014	AMC409047
109	GVC 111	2011035015	AMC409048
110	GVC 112	2011035016	AMC409049
111	GVC 113	2011035017	AMC409050
112	GVC 114	2011035018	AMC409051
113	GVC 115	2011035019	AMC409052
114	GVC 116	2011035020	AMC409053
115	GVC 117	2011035021	AMC409054
116	GVC 118	2011035022	AMC409055

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No.	Name of Claim	Fee No.	BLM Legacy Serial No.
117	GVC 119	2011035023	AMC409056
118	GVC 120	2011035024	AMC409057
119	GVC 121	2011035025	AMC409058
120	GVC 122	2011035026	AMC409059
121	GVC 123	2011035027	AMC409060
122	GVC 124	2011035028	AMC409061
123	GVC 125	2011035029	AMC409062
124	GVC 126	2011035030	AMC409063
125	GVC 127	2011035031	AMC409064
126	GVC 128	2011035032	AMC409065
127	GVC 129	2011035033	AMC409066
128	GVC 130	2011035034	AMC409067
129	GVC 131	2011035035	AMC409068
130	GVC 132	2011035036	AMC409069
131	GVC 133	2011035037	AMC409070
132	GVC 134	2011035038	AMC409071
133	GVC 135	2011035039	AMC409072
134	GVC 136	2011035040	AMC409073
135	GVC 137	2011035041	AMC409074
136	GVC 138	2011035042	AMC409075
137	GVC 139	2011035043	AMC409076
138	GVC 149	2011035052	AMC409085
139	GVC 150	2011035053	AMC409086
140	GVC 162	2011035058	AMC409091
141	GVC 164	2011035060	AMC409093
142	GVC 165	2011035061	AMC409094
143	GVC 166	2011035062	AMC409095
144	GVC 167	2011035063	AMC409096
145	GVC 168	2011035064	AMC409097
146	GVC 172	2011035068	AMC409101
147	GVC 173	2011035069	AMC409102
148	GVC 174	2011035070	AMC409103
149	GVC 175	2011035071	AMC409104
150	GVC 176	2011035072	AMC409105
151	GVC 177	2011035073	AMC409106
152	GVC 178	2011035074	AMC409107
153	GVC 179	2011035075	AMC409108
154	GVC 180	2011035076	AMC409109
155	GVC 181	2011035077	AMC409110
156	GVC 182	2011035078	AMC409111
157	GVC 183	2011035079	AMC409112
158	GVC 184	2011035080	AMC409113
159	GVC 185	2011035081	AMC409114
160	GVC 186	2011035082	AMC409115

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No.	Name of Claim	Fee No.	BLM Legacy Serial No.
161	GVC 187	2011035083	AMC409116
162	GVC 188	2011035084	AMC409117
163	GVC 189	2011035085	AMC409118
164	GVC 190	2011035086	AMC409119
165	MOSS 201	2012041054	AMC416914
166	MOSS 202	2012041055	AMC416915
167	MOSS 203	2012041056	AMC416916
168	MOSS 204	2012041057	AMC416917
169	MOSS 205	2012041058	AMC416918
170	MOSS 206	2012041059	AMC416919
171	MOSS 207	2012041060	AMC416920
172	MOSS 208	2012041061	AMC416921
173	MOSS 209	2012041062	AMC416922
174	MOSS 210	2012061604	AMC420117
175	MOSS 211	2012061605	AMC420118
176	GVC 301	2015018077	AMC432054
177	GVC 302	2018025109	AMC451761
178	GVC 303	2018025110	AMC451762
179	GVC 304	2018025111	AMC451763
180	GVC 305	2018025112	AMC451764
181	GVC 306	2018025113	AMC451765
182	GVC 307	2018025114	AMC451766
183	GVC 308	2018025115	AMC451767
184	GVC 309	2018025116	AMC451768
185	GVC 310	2018025117	AMC451769
186	GVC 311	2018025118	AMC451770
187	GVC 312	2018025119	AMC451771
188	GVC 313	2018025120	AMC451772
189	GVC 314	2018025121	AMC451773
190	GVC 315	2018025122	AMC451774

V. Unpatented Mining Claims (owned by Golden Vertex Corp, acquired from Patriot Gold Corp. by Special Warranty Deed dated May 25, 2016 and recorded on May 26, 2016 at Fee No. 2016023498, Official Records of Mohave County, Arizona) (the "Moss Claims")

Unpatented mining claims situated in the San Francisco (Oatman, Gold Road, Boundary Cone) Mining District in Sections 13, 24 and 25, Township 20 North, Range 21 West; and Sections 18, 19, 20, 29 and 30, Township 20 North, Range 20 West; G&SRB&M, Mohave County, Arizona, the names of which, the place of record of the location notices and amendments thereof in the records of the Mohave County, Arizona Recorder, and the serial numbers assigned by the Arizona State Office of the Bureau of Land Management, are as follows:

No.	Name of Claim	Fee No.	BLM Legacy Serial No.
1	MOSS 11	2004064631	AMC361998

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No.	Name of Claim	Fee No.	BLM Legacy Serial No.
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
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

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No.	Name of Claim	Fee No.	BLM Legacy Serial No.
	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
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

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No.	Name of Claim	Fee No.	BLM Legacy Serial No.
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

VI. Unpatented Mining Claims (owned by La Cuesta International, Inc., under lease to Golden Vertex Corp.) (the "Silver Creek Claims")

Unpatented mining claims situated in the San Francisco (Oatman, Gold Road, Boundary Cone) Mining District in Sections 8, 9, 16, 17, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33 and 34, Township 20 North, Range 20 West; and Sections 3 and 4, Township 19 North, Range 20 West; G&SRB&M; Mohave County, Arizona, the names of which, the place of record of the location notices and amendments thereof in the records of the Mohave County, Arizona Recorder, and the serial numbers assigned by the Arizona State Office of the Bureau of Land Management, are as follows:

No.	Name of Claim	Fee No.	BLM Legacy Serial No.
1	Silver Creek 1	2011024735	AMC407863
2	Silver Creek 2	2011024736	AMC407864
3	Silver Creek 3	2011024737	AMC407865
4	Silver Creek 4	2011024738	AMC407866
5	Silver Creek 5	2011024739	AMC407867
6	Silver Creek 6	2011024740	AMC407868
7	Silver Creek 7	2011024741	AMC407869
8	Silver Creek 8	2011024742	AMC407870
9	Silver Creek 9	2011024743	AMC407871
10	Silver Creek 10	2011024744	AMC407872

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11	Silver Creek 11	2011024745	AMC407873
12	Silver Creek 12	2011024746	AMC407874
13	Silver Creek 13	2011024747	AMC407875
14	Silver Creek 14	2011024748	AMC407876
15	Silver Creek 15	2011024749	AMC407877
16	Silver Creek 16	2011024750	AMC407878
17	Silver Creek 17	2011024751	AMC407879
18	Silver Creek 18	2011024752	AMC407880
19	Silver Creek 19	2011024753	AMC407881
20	Silver Creek 20	2011024754	AMC407882
21	Silver Creek 21	2011024755	AMC407883
22	Silver Creek 22	2011024756	AMC407884
23	Silver Creek 31	2011024765	AMC407893
24	Silver Creek 32	2011024766	AMC407894
25	Silver Creek 33	2011024767	AMC407895
26	Silver Creek 34	2011024768	AMC407896
27	Silver Creek 35	2011024769	AMC407897
28	Silver Creek 36	2011024770	AMC407898
29	Silver Creek 37	2011024771	AMC407899
30	Silver Creek 38	2011024772	AMC407900
31	Silver Creek 39	2011024773	AMC407901
32	Silver Creek 40	2011024774	AMC407902
33	Silver Creek 41	2011024775	AMC407903
34	Silver Creek 42	2011024776	AMC407904
35	Silver Creek 43	2011024777	AMC407905
36	Silver Creek 44	2011024778	AMC407906
37	Silver Creek 45	2011024779	AMC407907
38	Silver Creek 46	2011024780	AMC407908
39	Silver Creek 47	2011024781	AMC407909
40	Silver Creek 48	2011024782	AMC407910
41	Silver Creek 49	2011024783	AMC407911
42	Silver Creek 50	2011024784	AMC407912
43	Silver Creek 51	2011024785	AMC407913
44	Silver Creek 52	2011024786	AMC407914
45	Silver Creek 53	2011024787	AMC407915
46	Silver Creek 54	2011024788	AMC407916
47	Silver Creek 63	2011024797	AMC407925
48	Silver Creek 64	2011024798	AMC407926
49	Silver Creek 65	2011024799	AMC407927
50	Silver Creek 66	2011024800	AMC407928
51	Silver Creek 67	2011024801	AMC407929

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52	Silver Creek 68	2011024802	AMC407930
53	Silver Creek 69	2011024803	AMC407931
54	Silver Creek 70	2011024804	AMC407932
55	Silver Creek 71	2011024805	AMC407933
56	Silver Creek 72	2011024806	AMC407934
57	Silver Creek 73	2011024807	AMC407935
58	Silver Creek 74	2011024808	AMC407936
59	Silver Creek 75	2011024809	AMC407937
60	Silver Creek 76	2011024810	AMC407938
61	Silver Creek 77	2011024811	AMC407939
62	Silver Creek 78	2011024812	AMC407940
63	Silver Creek 79	2011024813	AMC407941
64	Silver Creek 80	2011024814	AMC407942
65	Silver Creek 81	2011024815	AMC407943
66	Silver Creek 82	2011024816	AMC407944
67	Silver Creek 83	2011024817	AMC407945
68	Silver Creek 84	2011024818	AMC407946
69	Silver Creek 88	2011024822	AMC407950
70	Silver Creek 89	2011024823	AMC407951
71	Silver Creek 90	2011024824	AMC407952
72	Silver Creek 91	2011024825	AMC407953
73	Silver Creek 92	2011024826	AMC407954
74	Silver Creek 93	2011024827	AMC407955
75	Silver Creek 94	2011024828	AMC407956
76	Silver Creek 95	2011024829	AMC407957
77	Silver Creek 96	2011024830	AMC407958
78	Silver Creek 97	2011024831	AMC407959
79	Silver Creek 108	2011024842	AMC407970
80	Silver Creek 109	2011024843	AMC407971
81	Silver Creek 110	2011024844	AMC407972
82	Silver Creek 111	2011024845	AMC407973
83	Silver Creek 112	2011024846	AMC407974
84	Silver Creek 113	2011024847	AMC407975
85	Silver Creek 114	2011024848	AMC407976
86	Silver Creek 115	2011024849	AMC407977
87	Silver Creek 116	2011044461	AMC410214
88	Silver Creek 117	2011044462	AMC410215
89	Silver Creek 118	2011044463	AMC410216
90	Silver Creek 119	2011044464	AMC410217
91	Silver Creek 120	2011044465	AMC410218
92	Silver Creek 121	2011044466	AMC410219

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93	Silver Creek 122	2011044467	AMC410220
94	Silver Creek 123	2011044468	AMC410221
95	Silver Creek 124	2011044469	AMC410222
96	Silver Creek 125	2011044470	AMC410223
97	Silver Creek 126	2011044471	AMC410224
98	Silver Creek 127	2011044472	AMC410225
99	Silver Creek 128	2011044473	AMC410226
100	Silver Creek 129	2011044474	AMC410227
101	Silver Creek 130	2011044475	AMC410228
102	Silver Creek 131	2011044476	AMC410229
103	Silver Creek 132	2011044477	AMC410230
104	Silver Creek 133	2011044478	AMC410231
105	Silver Creek 134	2011044479	AMC410232
106	Silver Creek 135	2011044480	AMC410233
107	Silver Creek 136	2011044481	AMC410234
108	Silver Creek 137	2011044482	AMC410235
109	Silver Creek 138	2011044483	AMC410236
110	Silver Creek 139	2011044484	AMC410237
111	Silver Creek 140	2011044485	AMC410238
112	Silver Creek 141	2011044486	AMC410239
113	Silver Creek 142	2011044487	AMC410240
114	Silver Creek 143	2011044488	AMC410241
115	Silver Creek 144	2011044489	AMC410242
116	Silver Creek 145	2011044490	AMC410243
117	Silver Creek 146	2011044491	AMC410244
118	Silver Creek 147	2011044492	AMC410245
119	Silver Creek 148	2011044493	AMC410246
120	Silver Creek 149	2011044494	AMC410247
121	Silver Creek 150	2011044495	AMC410248
122	Silver Creek 151	2011044496	AMC410249
123	Silver Creek 152	2011044497	AMC410250
124	Silver Creek 153	2011044498	AMC410251
125	Silver Creek 154	2011044499	AMC410252
126	Silver Creek 155	2011044500	AMC410253
127	Silver Creek 156	2011044501	AMC410254
128	Silver Creek 157	2011044502	AMC410255
129	Silver Creek 158	2011044503	AMC410256
130	Silver Creek 159	2011044504	AMC410257
131	Silver Creek 160	2011044505	AMC410258
132	Silver Creek 161	2011044506	AMC410259
133	Silver Creek 162	2011044507	AMC410260

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134	Silver Creek 163	2011044508	AMC410261
135	Silver Creek 164	2011044509	AMC410262
136	Silver Creek 165	2011044510	AMC410263
137	Silver Creek 166	2011044511	AMC410264
138	Silver Creek 167	2011044512	AMC410265
139	Silver Creek 168	2011044513	AMC410266
140	Silver Creek 169	2011044514	AMC410267
141	Silver Creek 170	2011044515	AMC410268
142	Silver Creek 171	2011044516	AMC410269
143	Silver Creek 172	2011044517	AMC410270
144	Silver Creek 173	2011044518	AMC410271
145	Silver Creek 174	2011044519	AMC410272
146	Silver Creek 175	2011044520	AMC410273
147	Silver Creek 176	2011044521	AMC410274
148	Silver Creek 177	2011044522	AMC410275
149	Silver Creek 178	2011044523	AMC410276
150	Silver Creek 179	2011044524	AMC410277
151	Silver Creek 180	2011044525	AMC410278
152	Silver Creek 181	2011044526	AMC410279
153	Silver Creek 182	2011044527	AMC410280
154	Silver Creek 183	2011044528	AMC410281
155	Silver Creek 184	2011044529	AMC410282
156	Silver Creek 185	2012000017	AMC413137
157	Silver Creek 186	2012000018	AMC413138
158	Silver Creek 187	2012000019	AMC413139
159	Silver Creek 188	2012000020	AMC413140
160	Silver Creek 189	2012000021	AMC413141
161	Silver Creek 190	2012000022	AMC413142
162	Silver Creek 191	2012000023	AMC413143
163	Silver Creek 192	2012000024	AMC413144
164	Silver Creek 193	2012000025	AMC413145
165	Silver Creek 194	2014014495	AMC427718
166	Silver Creek 195	2014014496	AMC427719
167	Silver Creek 196	2014014497	AMC427720
168	Silver Creek 197	2014014498	AMC427721
169	Silver Creek 198	2014014499	AMC427722
170	Silver Creek 199	2014014500	AMC427723
171	Silver Creek 200	2014014501	AMC427724
172	Silver Creek 201	2014014502	AMC427725
173	Silver Creek 202	2014021863	AMC428270
174	Silver Creek 203	2014021864	AMC428271

175	Silver Creek 204	2014021865	AMC428272
176	Silver Creek 205	2014021866	AMC428273
177	Silver Creek 206	2014021867	AMC428274
178	Silver Creek 207	2014021868	AMC428275
179	Silver Creek 208	2014021869	AMC428276
180	Silver Creek 209	2014021870	AMC428277

The "Silver Creek" group of claims listed in this Part VI are subject to that certain 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 Memorandum of Option Agreement and Notice of Assignment and Assumption of Option Agreement dated August 6, 2014 and recorded September 3, 2014 at Fee No. 2014038469, and 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 October 29, 2015 at Fee No. 2015047985.

VII. Unpatented Mining Claims (owned by Golden Vertex Corp.) (the "South Oatman Prospect Claims")

Unpatented mining claims situated in the San Francisco (Oatman, Gold Road, Boundary Cone) Mining District in Sections 27, 32, 33, 34 and 35, Township 19 North, Range 20 West; and Section 3, Township 18 North, Range 20 West; G&SRB&M, Mohave County, Arizona, the names of which, the place of record of the location notices and amendments thereof in the records of the Mohave County, Arizona Recorder, and the serial numbers assigned by the Arizona State Office of the Bureau of Land Management, are as follows:

No.	Name of Claim	Fee No.	BLM Legacy Serial No.
1	GVC 452	2018020454	AMC450547
2	GVC 453	2018020455	AMC450548
3	GVC 454	2018020456	AMC450549
4	GVC 456	2018020457	AMC450550
5	GVC 457	2018020458	AMC450551
6	GVC 458	2018020459	AMC450552
7	GVC 415	2018022458	AMC450693
8	GVC 416	2018022459	AMC450694
9	GVC 417	2018022460	AMC450695
10	GVC 418	2018022461	AMC450696
11	GVC 419	2018022462	AMC450697
12	GVC 420	2018022463	AMC450698
13	GVC 421	2018022464	AMC450699
14	GVC 422	2018022465	AMC450700
15	GVC 423	2018022466	AMC450701
16	GVC 424	2018022467	AMC450702
17	GVC 425	2018022468	AMC450703
18	GVC 426	2018022469	AMC450704
19	GVC 427	2018022470	AMC450705

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No.	Name of Claim	Fee No.	BLM Legacy Serial No.
20	GVC 428	2018022471	AMC450706
21	GVC 429	2018022472	AMC450707
22	GVC 430	2018022473	AMC450708
23	GVC 431	2018022474	AMC450709
24	GVC 432	2018022475	AMC450710
25	GVC 433	2018022476	AMC450711
26	GVC 434	2018022477	AMC450712
27	GVC 435	2018022478	AMC450713
28	GVC 436	2018022479	AMC450714
29	GVC 437	2018022480	AMC450715
30	GVC 438	2018022481	AMC450716
31	GVC 439	2018022482	AMC450717
32	GVC 440	2018022483	AMC450718
33	GVC 441	2018022484	AMC450719
34	GVC 442	2018022485	AMC450720
35	GVC 443	2018022486	AMC450721
36	GVC 444	2018022487	AMC450722
37	GVC 445	2018022488	AMC450723
38	GVC 446	2018022489	AMC450724
39	GVC 447	2018022490	AMC450725
40	GVC 448	2018022491	AMC450726
41	GVC 449	2018022492	AMC450727
42	GVC 469	2018022495	AMC450730
43	GVC 470	2018022496	AMC450731
44	GVC 471	2018022497	AMC450732
45	GVC 472	2018022498	AMC450733
46	GVC 473	2018022499	AMC450734
47	GVC 474	2018022500	AMC450735
48	GVC 475	2018022501	AMC450736
49	GVC 476	2018022502	AMC450737

VIII. Unpatented Mining Claims (owned by Golden Vertex Corp.) (the "2021-22 Claims")

Unpatented mining claims situated in the San Francisco (Oatman, Gold Road, Boundary Cone) Mining District in Sections 19, 20, 29, 30, 31, and 32, Township 21 North, Range 20 West; Sections 1, 12, 13, 14, 23, 24, 26, 35, and 36, Township 20 North, Range 21 West; Sections 4, 5, 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 31, 32, 33 and 34, Township 20 North, Range 20 West; Sections 1, 2, 11, 12, 13, 14, 23, 24, 25, 26 and 36, Township 19 North, Range 21 West; Sections 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36 Township 19 North, Range 20 West; Section 1, Township 18 North, Range 21 West; Section 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, and 27, Township 18 North, Range 20 West; G&SRB&M, Mohave County, Arizona, the names of which, the place of record of the location notices and amendments thereof in the records of the Mohave

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County, Arizona Recorder, and the serial numbers assigned by the Arizona State Office of the Bureau of Land Management, are as follows:

No.	Name of Claim	Fee No.	BLM Serial No.
1	GVC 32	2021039756	AZ105241356
2	GVC 38A	2021039757	AZ105241357
3	GVC 36A	2021039758	AZ105241358
4	M148A	2021039759	AZ105241359
5	M43A	2021039760	AZ105241360
6	M52A	2021039761	AZ105241361
7	M53A	2021039762	AZ105241362
8	M64A	2021039763	AZ105241363
9	M65A	2021039764	AZ105241364
10	MOSS 212	2021039765	AZ105241365
11	GVC 213	2021039766	AZ105241366
12	GVC 214	2021039767	AZ105241367
13	GVC 215	2021039768	AZ105241368
14	GVC 216 ¹	2021039769	AZ105241369
15	GVC 217	2021039770	AZ105241370
16	GVC 218	2021039771	AZ105241371
17	GVC 140	2021039772	AZ105241372
18	GVC 141	2021039773	AZ105241373
19	GVC 142	2021039774	AZ105241374
20	GVC 646	2021027909	AZ105241379
21	GVC 647	2021027910	AZ105241380
22	GVC 648	2021027911	AZ105241381
23	GVC 649	2021027912	AZ105241382
24	GVC 650	2021027913	AZ105241383
25	GVC 651	2021027914	AZ105241384
26	GVC 652	2021027915	AZ105241385
27	GVC 653	2021027916	AZ105241386
28	GVC 654	2021027917	AZ105241387
29	GVC 655	2021027918	AZ105241388
30	GVC 656	2021027919	AZ105241389
31	GVC 657	2021027920	AZ105241390
32	GVC 658	2021027921	AZ105241391
33	GVC 659	2021027922	AZ105241392
34	GVC 660	2021027923	AZ105241393
35	GVC 501	2021024206	AZ105241394
36	GVC 502	2021024207	AZ105241395

¹ La Cuesta International, Inc. abandoned and relinquished Silver Creek 86 and Silver Creek 87 (AMC407948 and AMC407949) on March 5, 2021, and BLM administratively closed these two (2) claims as of that date. In connection with the effort to locate the 2021-22 Claims, the Company located the open ground previously covered by these abandoned and relinquished claims with two (2) new claims, SC 86 and GVC 216 (AZ105257897 and AZ105241369). GVC's intent was to hold these two (2) new claims for the benefit of La Cuesta, and that the two (2) new claims remain subject to the terms and conditions of the La Cuesta International, Inc. Mineral Lease and Option Agreement.

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No.	Name of Claim	Fee No.	BLM Serial No.
37	GVC 503	2021024208	AZ105241396
38	GVC 504	2021024209	AZ105241397
39	GVC 505	2021024210	AZ105241398
40	GVC 506	2021024211	AZ105241399
41	GVC 507	2021024212	AZ105241400
42	GVC 508	2021024213	AZ105241401
43	GVC 509	2021024214	AZ105241402
44	GVC 510	2021024215	AZ105241403
45	GVC 511	2021024216	AZ105241404
46	GVC 512	2021024217	AZ105241405
47	GVC 513	2021024218	AZ105241406
48	GVC 514	2021024219	AZ105241407
49	GVC 515	2021024220	AZ105241408
50	GVC 516	2021024221	AZ105241409
51	GVC 517	2021024222	AZ105241410
52	GVC 518	2021024223	AZ105241411
53	GVC 519	2021024224	AZ105241412
54	GVC 520	2021024225	AZ105241413
55	GVC 521	2021024226	AZ105241414
56	GVC 522	2021024227	AZ105241415
57	GVC 523	2021024228	AZ105241416
58	GVC 524	2021024229	AZ105241417
59	GVC 525	2021024230	AZ105241418
60	GVC 526	2021024231	AZ105241419
61	GVC 527	2021024232	AZ105241420
62	GVC 528	2021024233	AZ105241421
63	GVC 529	2021024234	AZ105241422
64	GVC 530	2021024235	AZ105241423
65	GVC 531	2021024236	AZ105241424
66	GVC 532	2021024237	AZ105241425
67	GVC 533	2021024238	AZ105241426
68	GVC 534	2021024239	AZ105241427
69	GVC 535	2021024240	AZ105241428
70	GVC 536	2021024241	AZ105241429
71	GVC 537	2021024242	AZ105241430
72	GVC 538	2021024243	AZ105241431
73	GVC 539	2021024244	AZ105241432
74	GVC 540	2021024245	AZ105241433
75	GVC 541	2021024246	AZ105241434
76	GVC 542	2021024247	AZ105241435
77	GVC 543	2021024248	AZ105241436
78	GVC 544	2021024249	AZ105241437
79	GVC 545	2021024250	AZ105241438
80	GVC 546	2021024251	AZ105241439

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No.	Name of Claim	Fee No.	BLM Serial No.
81	GVC 547	2021024252	AZ105241440
82	GVC 548	2021024253	AZ105241441
83	GVC 549	2021024254	AZ105241442
84	GVC 550	2021024255	AZ105241443
85	GVC 551	2021024256	AZ105241444
86	GVC 552	2021024257	AZ105241445
87	GVC 553	2021024258	AZ105241446
88	GVC 554	2021024259	AZ105241447
89	GVC 555	2021024260	AZ105241448
90	GVC 556	2021024261	AZ105241449
91	GVC 557	2021024262	AZ105241450
92	GVC 558	2021024263	AZ105241451
93	GVC 559	2021024264	AZ105241452
94	GVC 560	2021024265	AZ105241453
95	GVC 561	2021024266	AZ105241454
96	GVC 562	2021024267	AZ105241455
97	GVC 563	2021024268	AZ105241456
98	GVC 564	2021024269	AZ105241457
99	GVC 565	2021024270	AZ105241458
100	GVC 566	2021024271	AZ105241459
101	GVC 567	2021024272	AZ105241460
102	GVC 568	2021024273	AZ105241461
103	GVC 569	2021024274	AZ105241462
104	GVC 570	2021024275	AZ105241463
105	GVC 571	2021024276	AZ105241464
106	GVC 572	2021024277	AZ105241465
107	GVC 573	2021024278	AZ105241466
108	GVC 574	2021024279	AZ105241467
109	GVC 575	2021024280	AZ105241468
110	GVC 576	2021024281	AZ105241469
111	GVC 577	2021024282	AZ105241470
112	GVC 578	2021024283	AZ105241471
113	GVC 579	2021024284	AZ105241472
114	GVC 580	2021024285	AZ105241473
115	GVC 581	2021024286	AZ105241474
116	GVC 582	2021024287	AZ105241475
117	GVC 583	2021024288	AZ105241476
118	GVC 584	2021024289	AZ105241477
119	GVC 585	2021024290	AZ105241478
120	GVC 586	2021024291	AZ105241479
121	GVC 587	2021024292	AZ105241480
122	GVC 588	2021024293	AZ105241481
123	GVC 589	2021024294	AZ105241482
124	GVC 590	2021024295	AZ105241483

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No.	Name of Claim	Fee No.	BLM Serial No.
125	GVC 591	2021024296	AZ105241484
126	GVC 592	2021024297	AZ105241485
127	GVC 593	2021024298	AZ105241486
128	GVC 594	2021024299	AZ105241487
129	GVC 595	2021024300	AZ105241488
130	GVC 596	2021024301	AZ105241489
131	GVC 597	2021024302	AZ105241490
132	GVC 598	2021024303	AZ105241491
133	GVC 599	2021024304	AZ105241492
134	GVC 600	2021024305	AZ105241493
135	GVC 601	2021024306	AZ105241494
136	GVC 602	2021024307	AZ105241495
137	GVC 603	2021024308	AZ105241496
138	GVC 604	2021024309	AZ105241497
139	GVC 605	2021024310	AZ105241498
140	GVC 606	2021024311	AZ105241499
141	GVC 607	2021024312	AZ105241500
142	GVC 608	2021024313	AZ105241501
143	GVC 609	2021024314	AZ105241502
144	GVC 610	2021024315	AZ105241503
145	GVC 611	2021024316	AZ105241504
146	GVC 612	2021024317	AZ105241505
147	GVC 613	2021024318	AZ105241506
148	GVC 614	2021024319	AZ105241507
149	GVC 615	2021024320	AZ105241508
150	GVC 616	2021024321	AZ105241509
151	GVC 617	2021024322	AZ105241510
152	GVC 618	2021024323	AZ105241511
153	GVC 619	2021024324	AZ105241512
154	GVC 620	2021024325	AZ105241513
155	GVC 621	2021024326	AZ105241514
156	GVC 622	2021024327	AZ105241515
157	GVC 623	2021024328	AZ105241516
158	GVC 624	2021024329	AZ105241517
159	GVC 625	2021024330	AZ105241518
160	GVC 626	2021024331	AZ105241519
161	GVC 627	2021024332	AZ105241520
162	GVC 628	2021024333	AZ105241521
163	GVC 629	2021024334	AZ105241522
164	GVC 630	2021024335	AZ105241523
165	GVC 631	2021024336	AZ105241524
166	GVC 632	2021024337	AZ105241525
167	GVC 633	2021024338	AZ105241526
168	GVC 634	2021024339	AZ105241527

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No.	Name of Claim	Fee No.	BLM Serial No.
169	GVC 635	2021024340	AZ105241528
170	GVC 636	2021024341	AZ105241529
171	GVC 637	2021024342	AZ105241530
172	GVC 638	2021024343	AZ105241531
173	GVC 639	2021024344	AZ105241532
174	GVC 640	2021024345	AZ105241533
175	GVC 641	2021024346	AZ105241534
176	GVC 642	2021024347	AZ105241535
177	GVC 643	2021024348	AZ105241536
178	GVC 644	2021024349	AZ105241537
179	GVC 645	2021024350	AZ105241538
180	GVC 743	2021025182	AZ105241539
181	GVC 744	2021025183	AZ105241540
182	GVC 745	2021025184	AZ105241541
183	GVC 746	2021025185	AZ105241542
184	GVC 747	2021025186	AZ105241543
185	GVC 748	2021025187	AZ105241544
186	GVC 749	2021025188	AZ105241545
187	GVC 751	2021025189	AZ105241546
188	GVC 761	2021025190	AZ105241547
189	GVC 1101	2021025196	AZ105241553
190	GVC 1102	2021025197	AZ105241554
191	GVC 1106	2021025201	AZ105241558
192	GVC 1107	2021025202	AZ105241559
193	GVC 1108	2021025203	AZ105241560
194	GVC 1109	2021025204	AZ105241561
195	GVC 1110	2021025205	AZ105241562
196	GVC 1114	2021025209	AZ105241566
197	GVC 1115	2021025210	AZ105241567
198	GVC 1116	2021025211	AZ105241568
199	GVC 1117	2021025212	AZ105241569
200	GVC 1121	2021025216	AZ105241573
201	GVC 1122	2021025217	AZ105241574
202	GVC 1123	2021025218	AZ105241575
203	GVC 1124	2021025219	AZ105241576
204	GVC 1128	2021025223	AZ105241580
205	GVC 1129	2021025224	AZ105241581
206	GVC 1130	2021025225	AZ105241582
207	GVC 1131	2021025226	AZ105241583
208	GVC 1135	2021025230	AZ105241587
209	GVC 1136	2021025231	AZ105241588
210	GVC 1137	2021025232	AZ105241589
211	GVC 1138	2021025233	AZ105241590
212	GVC 1142	2021025237	AZ105241594

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No.	Name of Claim	Fee No.	BLM Serial No.
213	GVC 1143	2021025238	AZ105241595
214	GVC 1144	2021025239	AZ105241596
215	GVC 1145	2021025240	AZ105241597
216	GVC 1205	2021025125	AZ105241599
217	GVC 1206	2021025126	AZ105241601
218	GVC 1207	2021025127	AZ105241602
219	GVC 1208	2021025128	AZ105241603
220	GVC 1212	2021025132	AZ105241607
221	GVC 1213	2021025133	AZ105241608
222	GVC 1214	2021025134	AZ105241609
223	GVC 1215	2021025135	AZ105241610
224	GVC 1219	2021025139	AZ105241614
225	GVC 1220	2021025140	AZ105241615
226	GVC 1221	2021025141	AZ105241616
227	GVC 1222	2021025142	AZ105241617
228	GVC 1226	2021025146	AZ105241621
229	GVC 1227	2021025147	AZ105241622
230	GVC 1228	2021025148	AZ105241623
231	GVC 1229	2021025149	AZ105241624
232	GVC 693	2021025150	AZ105241625
233	GVC 694	2021025151	AZ105241626
234	GVC 712	2021025152	AZ105241627
235	GVC 713	2021025153	AZ105241628
236	GVC 714	2021025154	AZ105241629
237	GVC 716	2021025156	AZ105241631
238	GVC 717	2021025157	AZ105241632
239	GVC 718	2021025158	AZ105241633
240	GVC 719	2021025159	AZ105241634
241	GVC 720	2021025160	AZ105241635
242	GVC 721	2021025161	AZ105241636
243	GVC 722	2021025162	AZ105241637
244	GVC 723	2021025163	AZ105241638
245	GVC 724	2021025164	AZ105241639
246	GVC 725	2021025165	AZ105241640
247	GVC 726	2021025166	AZ105241641
248	GVC 727	2021025167	AZ105241642
249	GVC 728	2021025168	AZ105241643
250	GVC 729	2021025169	AZ105241644
251	GVC 730	2021025170	AZ105241645
252	GVC 731	2021025171	AZ105241646
253	GVC 732	2021025172	AZ105241647
254	GVC 733	2021025173	AZ105241648
255	GVC 734	2021025174	AZ105241649
256	GVC 735	2021025175	AZ105241650

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No.	Name of Claim	Fee No.	BLM Serial No.
257	GVC 737	2021025176	AZ105241651
258	GVC 738	2021025177	AZ105241652
259	GVC 739	2021025178	AZ105241653
260	GVC 740	2021025179	AZ105241654
261	GVC 741	2021025180	AZ105241655
262	GVC 1001	2021031178	AZ105243829
263	GVC 1002	2021031179	AZ105243830
264	GVC 1003	2021031180	AZ105243831
265	GVC 1004	2021031181	AZ105243832
266	GVC 1005	2021031182	AZ105243833
267	GVC 1006	2021031183	AZ105243834
268	GVC 1007	2021031184	AZ105243835
269	GVC 1008	2021031185	AZ105243836
270	GVC 1009	2021031186	AZ105243837
271	GVC 1010	2021031187	AZ105243838
272	GVC 1011	2021031188	AZ105243839
273	GVC 1012	2021031189	AZ105243840
274	GVC 1013	2021031190	AZ105243841
275	GVC 1014	2021031191	AZ105243842
276	GVC 1015	2021031192	AZ105243843
277	GVC 1016	2021031193	AZ105243844
278	GVC 1017	2021031194	AZ105243845
279	GVC 1018	2021031195	AZ105243846
280	GVC 1019	2021031196	AZ105243847
281	GVC 1020	2021031197	AZ105243848
282	GVC 1021	2021031198	AZ105243849
283	GVC 1022	2021031199	AZ105243850
284	GVC 1023	2021031200	AZ105243851
285	GVC 1024	2021031201	AZ105243852
286	GVC 1025	2021031202	AZ105243853
287	GVC 1026	2021031203	AZ105243854
288	GVC 1027	2021031204	AZ105243855
289	GVC 1028	2021031205	AZ105243856
290	GVC 1029	2021031206	AZ105243857
291	GVC 1030	2021031207	AZ105243858
292	GVC 1031	2021031208	AZ105243859
293	GVC 1032	2021031209	AZ105243860
294	GVC 1033	2021031210	AZ105243861
295	GVC 1034	2021031211	AZ105243862
296	GVC 1035	2021031212	AZ105243863
297	GVC 1036	2021031213	AZ105243864
298	GVC 1037	2021031214	AZ105243865
299	GVC 1038	2021031215	AZ105243866
300	GVC 1039	2021031216	AZ105243867

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No.	Name of Claim	Fee No.	BLM Serial No.
301	GVC 1040	2021031217	AZ105243868
302	GVC 1041	2021031218	AZ105243869
303	GVC 1042	2021031219	AZ105243870
304	GVC 1043	2021031220	AZ105243871
305	GVC 1044	2021031221	AZ105243872
306	GVC 1045	2021031222	AZ105243873
307	GVC 1046	2021031223	AZ105243874
308	GVC 1047	2021031224	AZ105243875
309	GVC 1048	2021031225	AZ105243876
310	GVC 1049	2021031226	AZ105243877
311	GVC 1050	2021031227	AZ105243878
312	GVC 1051	2021031228	AZ105243879
313	GVC 1052	2021031229	AZ105243880
314	GVC 1053	2021031230	AZ105243881
315	GVC 1054	2021031231	AZ105243882
316	GVC 1055	2021031232	AZ105243883
317	GVC 1056	2021031233	AZ105243884
318	GVC 1057	2021031234	AZ105243885
319	GVC 1058	2021031235	AZ105243886
320	GVC 1059	2021031236	AZ105243887
321	GVC 1061	2021031237	AZ105243888
322	GVC 1062	2021031238	AZ105243889
323	GVC 1063	2021031239	AZ105243890
324	GVC 1064	2021031240	AZ105243891
325	GVC 1065	2021031241	AZ105243892
326	GVC 1066	2021031242	AZ105243893
327	GVC 1067	2021031243	AZ105243894
328	GVC 1068	2021031244	AZ105243895
329	GVC 1069	2021031245	AZ105243896
330	GVC 1070	2021031246	AZ105243897
331	GVC 1071	2021031247	AZ105243898
332	GVC 1072	2021031248	AZ105243899
333	GVC 1073	2021031249	AZ105243900
334	GVC 1074	2021031250	AZ105243901
335	GVC 1075	2021031251	AZ105243902
336	GVC 1076	2021031252	AZ105243903
337	GVC 1077	2021031253	AZ105243904
338	GVC 1078	2021031254	AZ105243905
339	GVC 1079	2021031255	AZ105243906
340	GVC 1080	2021031256	AZ105243907
341	GVC 1081	2021031257	AZ105243908
342	GVC 1083	2021031259	AZ105243910
343	GVC 1084	2021031260	AZ105243911
344	GVC 1085	2021031261	AZ105243912

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No.	Name of Claim	Fee No.	BLM Serial No.
345	GVC 1086	2021031262	AZ105243913
346	GVC 1087	2021031263	AZ105243914
347	GVC 1088	2021031264	AZ105243915
348	GVC 1089	2021031265	AZ105243916
349	GVC 1090	2021031266	AZ105243917
350	GVC 1091	2021031267	AZ105243918
351	GVC 1092	2021031268	AZ105243919
352	GVC 755	2021031269	AZ105243920
353	GVC 756	2021031270	AZ105243921
354	GVC 757	2021031271	AZ105243922
355	GVC 758	2021031272	AZ105243923
356	GVC 759	2021031273	AZ105243924
357	GVC 771	2021031274	AZ105243925
358	GVC 776	2021031275	AZ105243926
359	GVC 777	2021031276	AZ105243927
360	GVC 778	2021031277	AZ105243928
361	GVC 780	2021031278	AZ105243929
362	GVC 781	2021031279	AZ105243930
363	GVC 782	2021031280	AZ105243931
364	GVC 783	2021031281	AZ105243932
365	GVC 784	2021031282	AZ105243933
366	GVC 785	2021031283	AZ105243934
367	GVC 786	2021031284	AZ105243935
368	GVC 787	2021031285	AZ105243936
369	GVC 788	2021031286	AZ105243937
370	GVC 789	2021031287	AZ105243938
371	GVC 790	2021031288	AZ105243939
372	GVC 791	2021031289	AZ105243940
373	GVC 792	2021031290	AZ105243941
374	GVC 793	2021031291	AZ105243942
375	GVC 794	2021031292	AZ105243943
376	GVC 795	2021031293	AZ105243944
377	GVC 796	2021031294	AZ105243945
378	GVC 797	2021031295	AZ105243946
379	GVC 798	2021031296	AZ105243947
380	GVC 799	2021031297	AZ105243948
381	GVC 800	2021031298	AZ105243949
382	GVC 801	2021031299	AZ105243950
383	GVC 802	2021031300	AZ105243951
384	GVC 803	2021031301	AZ105243952
385	GVC 804	2021031302	AZ105243953
386	GVC 805	2021031303	AZ105243954
387	GVC 806	2021031304	AZ105243955
388	GVC 807	2021031305	AZ105243956

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No.	Name of Claim	Fee No.	BLM Serial No.
389	GVC 808	2021031306	AZ105243957
390	GVC 809	2021031307	AZ105243958
391	GVC 810	2021031308	AZ105243959
392	GVC 811	2021031309	AZ105243960
393	GVC 812	2021031310	AZ105243961
394	GVC 813	2021031311	AZ105243962
395	GVC 814	2021031312	AZ105243963
396	GVC 815	2021031313	AZ105243964
397	GVC 816	2021031314	AZ105243965
398	GVC 817	2021031315	AZ105243966
399	GVC 819	2021031316	AZ105243967
400	GVC 820	2021031317	AZ105243968
401	GVC 821	2021031318	AZ105243969
402	GVC 822	2021031319	AZ105243970
403	GVC 823	2021031320	AZ105243971
404	GVC 825	2021031321	AZ105243972
405	GVC 826	2021031322	AZ105243973
406	GVC 829	2021031323	AZ105243974
407	GVC 830	2021031324	AZ105243975
408	GVC 831	2021031325	AZ105243976
409	GVC 832	2021031326	AZ105243977
410	GVC 833	2021031327	AZ105243978
411	GVC 834	2021031328	AZ105243979
412	GVC 837	2021031329	AZ105243980
413	GVC 838	2021031330	AZ105243981
414	GVC 839	2021031331	AZ105243982
415	GVC 840	2021031332	AZ105243983
416	GVC 841	2021031333	AZ105243984
417	GVC 842	2021031334	AZ105243985
418	GVC 843	2021031335	AZ105243986
419	GVC 844	2021031336	AZ105243987
420	GVC 845	2021031337	AZ105243988
421	GVC 846	2021031338	AZ105243989
422	GVC 847	2021031339	AZ105243990
423	GVC 848	2021031340	AZ105243991
424	GVC 849	2021031341	AZ105243992
425	GVC 850	2021031342	AZ105243993
426	GVC 851	2021031343	AZ105243994
427	GVC 852	2021031344	AZ105243995
428	GVC 853	2021031345	AZ105243996
429	GVC 854	2021031346	AZ105243997
430	GVC 855	2021031347	AZ105243998
431	GVC 856	2021031348	AZ105243999
432	GVC 857	2021031349	AZ105244000

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No.	Name of Claim	Fee No.	BLM Serial No.
433	GVC 858	2021031350	AZ105244001
434	GVC 859	2021031351	AZ105244002
435	GVC 860	2021031352	AZ105244003
436	GVC 861	2021031353	AZ105244004
437	GVC 862	2021031354	AZ105244005
438	GVC 863	2021031355	AZ105244006
439	GVC 864	2021031356	AZ105244007
440	GVC 865	2021031357	AZ105244008
441	GVC 866	2021031358	AZ105244009
442	GVC 872	2021031359	AZ105244010
443	GVC 874	2021031360	AZ105244011
444	GVC 875	2021031361	AZ105244012
445	GVC 876	2021031362	AZ105244013
446	GVC 877	2021031363	AZ105244014
447	GVC 878	2021031364	AZ105244015
448	GVC 879	2021031365	AZ105244016
449	GVC 880	2021031366	AZ105244017
450	GVC 881	2021031367	AZ105244018
451	GVC 883	2021031368	AZ105244019
452	GVC 884	2021031369	AZ105244020
453	GVC 885	2021031370	AZ105244021
454	GVC 886	2021031371	AZ105244022
455	GVC 887	2021031372	AZ105244023
456	GVC 889	2021031374	AZ105244024
457	GVC 890	2021031373	AZ105244025
458	GVC 891	2021031375	AZ105244026
459	GVC 894	2021031376	AZ105244027
460	GVC 895	2021031377	AZ105244028
461	GVC 898	2021031378	AZ105244029
462	GVC 899	2021031379	AZ105244030
463	GVC 900	2021031380	AZ105244031
464	GVC 905	2021031381	AZ105244032
465	GVC 906	2021031382	AZ105244033
466	GVC 907	2021031383	AZ105244034
467	GVC 908	2021031384	AZ105244035
468	GVC 909	2021031385	AZ105244036
469	GVC 910	2021031386	AZ105244037
470	GVC 911	2021031387	AZ105244038
471	GVC 912	2021031388	AZ105244039
472	GVC 913	2021031389	AZ105244040
473	GVC 914	2021031390	AZ105244041
474	GVC 915	2021031391	AZ105244042
475	GVC 934	2021031410	AZ105244061
476	GVC 940	2021031411	AZ105244062

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No.	Name of Claim	Fee No.	BLM Serial No.
477	GVC 941	2021031412	AZ105244063
478	GVC 942	2021031413	AZ105244064
479	GVC 943	2021031414	AZ105244065
480	GVC 944	2021031415	AZ105244066
481	GVC 945	2021031416	AZ105244067
482	GVC 946	2021031417	AZ105244068
483	GVC 947	2021031418	AZ105244069
484	GVC 960	2021031419	AZ105244070
485	GVC 668	2021027931	AZ105244078
486	GVC 673	2021027936	AZ105244083
487	GVC 674	2021027937	AZ105244084
488	GVC 675	2021027938	AZ105244085
489	GVC 676	2021027939	AZ105244086
490	GVC 677	2021027940	AZ105244087
491	GVC 678	2021027941	AZ105244088
492	GVC 679	2021027942	AZ105244089
493	GVC 680	2021027943	AZ105244090
494	GVC 681	2021027944	AZ105244091
495	GVC 682	2021027945	AZ105244092
496	GVC 683	2021027946	AZ105244093
497	GVC 684	2021027947	AZ105244094
498	GVC 685	2021027948	AZ105244095
499	GVC 686	2021027949	AZ105244096
500	GVC 687	2021027950	AZ105244097
501	GVC 688	2021027951	AZ105244098
502	GVC 689	2021027952	AZ105244099
503	GVC 690	2021027953	AZ105244100
504	GVC 691	2021027954	AZ105244101
505	GVC 695	2021027955	AZ105244102
506	GVC 696	2021027956	AZ105244103
507	GVC 697	2021027957	AZ105244104
508	GVC 698	2021027958	AZ105244105
509	GVC 699	2021027959	AZ105244106
510	GVC 707	2021027967	AZ105244114
511	GVC 708	2021027968	AZ105244115
512	GVC 709	2021027969	AZ105244116
513	GVC 710	2021027970	AZ105244117
514	GVC 711	2021027971	AZ105244118
515	GVC 1149	2021027975	AZ105244122
516	GVC 1150	2021027976	AZ105244123
517	GVC 1151	2021027977	AZ105244124
518	GVC 1152	2021027978	AZ105244125
519	GVC 1156	2021027982	AZ105244129
520	GVC 1157	2021027983	AZ105244130

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No.	Name of Claim	Fee No.	BLM Serial No.
521	GVC 1158	2021027984	AZ105244131
522	GVC 1159	2021027985	AZ105244132
523	GVC 1163	2021027989	AZ105244136
524	GVC 1164	2021027990	AZ105244137
525	GVC 1165	2021027991	AZ105244138
526	GVC 1166	2021027992	AZ105244139
527	GVC 1170	2021027996	AZ105244143
528	GVC 1171	2021027997	AZ105244144
529	GVC 1172	2021027998	AZ105244145
530	GVC 1173	2021027999	AZ105244146
531	GVC 1177	2021028003	AZ105244150
532	GVC 1178	2021028004	AZ105244151
533	GVC 1179	2021028005	AZ105244152
534	GVC 1180	2021028006	AZ105244153
535	GVC 1184	2021028010	AZ105244157
536	GVC 1185	2021028011	AZ105244158
537	GVC 1186	2021028012	AZ105244159
538	GVC 1187	2021028013	AZ105244160
539	GVC 1191	2021028017	AZ105244164
540	GVC 1192	2021028018	AZ105244165
541	GVC 1193	2021028019	AZ105244166
542	GVC 1194	2021028020	AZ105244167
543	GVC 1198	2021028024	AZ105244171
544	GVC 1199	2021028025	AZ105244172
545	GVC 1200	2021028026	AZ105244173
546	GVC 1201	2021028027	AZ105244174
547	GV 42	2021035310	AZ105244216
548	GV 43	2021035311	AZ105244217
549	GV 44	2021035312	AZ105244218
550	GV 45	2021035313	AZ105244219
551	GV 46	2021035314	AZ105244220
552	GV 47	2021035315	AZ105244221
553	GV 48	2021035316	AZ105244222
554	GV 49	2021035317	AZ105244223
555	GV 50	2021035318	AZ105244224
556	GV 61	2021035329	AZ105244235
557	GV 62	2021035330	AZ105244236
558	GV 63	2021035331	AZ105244237
559	GV 64	2021035332	AZ105244238
560	GV 65	2021035333	AZ105244239
561	GV 66	2021035334	AZ105244240
562	GV 67	2021035335	AZ105244241
563	GV 68	2021035336	AZ105244242
564	GV 69	2021035337	AZ105244243

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No.	Name of Claim	Fee No.	BLM Serial No.
565	GV 84	2021035352	AZ105244258
566	GV 85	2021035353	AZ105244259
567	GV 86	2021035354	AZ105244260
568	GV 87	2021035355	AZ105244261
569	GV 88	2021035356	AZ105244262
570	GV 89	2021035357	AZ105244263
571	GV 90	2021035358	AZ105244264
572	GV 91	2021035359	AZ105244265
573	GV 92	2021035360	AZ105244266
574	GV 110	2021035378	AZ105244284
575	GV 111	2021035379	AZ105244285
576	GV 112	2021035380	AZ105244286
577	GV 113	2021035381	AZ105244287
578	GV 114	2021035382	AZ105244288
579	GV 115	2021035383	AZ105244289
580	GV 116	2021035384	AZ105244290
581	GV 117	2021035385	AZ105244291
582	GV 118	2021035386	AZ105244292
583	GV 149	2021035411	AZ105244317
584	GV 150	2021035412	AZ105244318
585	GV 151	2021035413	AZ105244319
586	GV 152	2021035414	AZ105244320
587	GV 153	2021035415	AZ105244321
588	GV 154	2021035416	AZ105244322
589	GV 155	2021035417	AZ105244323
590	GVC 742	2021025181	AZ105244324
591	GV 156	2021035418	AZ105244387
592	GV 157	2021035419	AZ105244388
593	GV 158	2021035420	AZ105244389
594	GV 159	2021035421	AZ105244390
595	GV 160	2021035422	AZ105244391
596	GV 161	2021035423	AZ105244392
597	GV 162	2021035424	AZ105244393
598	GV 163	2021035425	AZ105244394
599	GV 164	2021035426	AZ105244395
600	GV 165	2021035427	AZ105244396
601	GV 166	2021035428	AZ105244397
602	GV 167	2021035429	AZ105244398
603	GV 168	2021035430	AZ105244399
604	GV 169	2021035431	AZ105244400
605	GV 170	2021035432	AZ105244401
606	GV 171	2021035433	AZ105244402
607	GV 172	2021035434	AZ105244403
608	GV 187	2021035439	AZ105244408

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No.	Name of Claim	Fee No.	BLM Serial No.
609	GV 188	2021035440	AZ105244409
610	GV 189	2021035441	AZ105244410
611	GV 190	2021035442	AZ105244411
612	GV 191	2021035443	AZ105244412
613	GV 192	2021035444	AZ105244413
614	GV 193	2021035445	AZ105244414
615	GV 194	2021035446	AZ105244415
616	GV 195	2021035447	AZ105244416
617	GV 196	2021035448	AZ105244417
618	GV 197	2021035449	AZ105244418
619	GV 198	2021035450	AZ105244419
620	GV 199	2021035451	AZ105244420
621	GV 200	2021035452	AZ105244421
622	GV 201	2021035453	AZ105244422
623	GV 202	2021035454	AZ105244423
624	GV 203	2021035455	AZ105244424
625	GV 204	2021035456	AZ105244425
626	GV 205	2021035457	AZ105244426
627	GV 206	2021035458	AZ105244427
628	GV 207	2021035459	AZ105244428
629	GV 208	2021035460	AZ105244429
630	GV 209	2021035461	AZ105244430
631	GV 210	2021035462	AZ105244431
632	GV 211	2021035463	AZ105244432
633	GV 212	2021035464	AZ105244433
634	GV 213	2021035465	AZ105244434
635	GV 214	2021035466	AZ105244435
636	GV 227	2021035473	AZ105244443
637	GV 228	2021035474	AZ105244444
638	GV 229	2021035475	AZ105244445
639	GV 230	2021035476	AZ105244446
640	GV 231	2021035477	AZ105244447
641	GV 232	2021035478	AZ105244448
642	GV 233	2021035479	AZ105244449
643	GV 234	2021035480	AZ105244450
644	GV 235	2021035481	AZ105244451
645	GV 236	2021035482	AZ105244452
646	GV 237	2021035483	AZ105244453
647	GV 238	2021035484	AZ105244454
648	GV 239	2021035485	AZ105244455
649	GV 240	2021035486	AZ105244456
650	GV 241	2021035487	AZ105244457
651	GV 242	2021035488	AZ105244458
652	GV 243	2021035489	AZ105244459

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No.	Name of Claim	Fee No.	BLM Serial No.
653	GV 244	2021035490	AZ105244460
654	GV 245	2021035491	AZ105244461
655	GV 246	2021035492	AZ105244462
656	GV 247	2021035493	AZ105244463
657	GV 248	2021035494	AZ105244464
658	GV 249	2021035495	AZ105244465
659	GV 250	2021035496	AZ105244466
660	GV 251	2021035497	AZ105244467
661	GV 252	2021035498	AZ105244468
662	GV 253	2021035499	AZ105244469
663	GV 254	2021035500	AZ105244470
664	GV 255	2021035501	AZ105244471
665	GV 256	2021035502	AZ105244472
666	GV 257	2021035503	AZ105244473
667	GV 270	2021035512	AZ105244482
668	GV 271	2021035513	AZ105244483
669	GV 272	2021035514	AZ105244484
670	GV 273	2021035515	AZ105244485
671	GV 274	2021035516	AZ105244486
672	GV 275	2021035517	AZ105244487
673	GV 276	2021035518	AZ105244543
674	GV 277	2021035519	AZ105244544
675	GV 278	2021035520	AZ105244545
676	GV 281	2021035522	AZ105244547
677	GV 282	2021035523	AZ105244548
678	GV 283	2021035524	AZ105244549
679	GV 284	2021035525	AZ105244550
680	GV 285	2021035526	AZ105244551
681	GV 286	2021035527	AZ105244552
682	GV 287	2021035528	AZ105244553
683	GV 288	2021035529	AZ105244554
684	GV 289	2021035530	AZ105244555
685	GV 290	2021035531	AZ105244556
686	GV 291	2021035532	AZ105244557
687	GV 292	2021035533	AZ105244558
688	GV 293	2021035534	AZ105244559
689	GV 294	2021035535	AZ105244560
690	GV 295	2021035536	AZ105244561
691	GV 296	2021035537	AZ105244562
692	GV 297	2021035538	AZ105244563
693	GV 298	2021035539	AZ105244564
694	GV 299	2021035540	AZ105244565
695	GV 300	2021035541	AZ105244566
696	GV 301	2021035542	AZ105244567

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No.	Name of Claim	Fee No.	BLM Serial No.
697	GV 302	2021035543	AZ105244568
698	GV 324	2021035563	AZ105244588
699	GV 325	2021035564	AZ105244589
700	GV 326	2021035565	AZ105244590
701	GV 327	2021035566	AZ105244591
702	GV 328	2021035567	AZ105244592
703	GV 329	2021035568	AZ105244593
704	GV 330	2021035569	AZ105244594
705	GV 331	2021035570	AZ105244595
706	GV 332	2021035571	AZ105244596
707	GV 333	2021035572	AZ105244597
708	GV 334	2021035573	AZ105244598
709	GV 336	2021035574	AZ105244599
710	GV 337	2021035575	AZ105244600
711	GV 338	2021035576	AZ105244601
712	GV 339	2021035577	AZ105244602
713	GV 340	2021035578	AZ105244603
714	GV 341	2021035579	AZ105244604
715	GV 342	2021035580	AZ105244605
716	GV 343	2021035581	AZ105244606
717	GV 344	2021035582	AZ105244607
718	GV 345	2021035583	AZ105244608
719	GV 346	2021035584	AZ105244609
720	GV 347	2021035585	AZ105244610
721	GV 348	2021035586	AZ105244611
722	GV 349	2021035587	AZ105244612
723	GV 350	2021035588	AZ105244613
724	GV 351	2021035589	AZ105244614
725	GV 352	2021035590	AZ105244615
726	GV 353	2021035591	AZ105244616
727	GV 354	2021035592	AZ105244617
728	GV 355	2021035593	AZ105244618
729	GV 356	2021035594	AZ105244619
730	GV 357	2021035595	AZ105244620
731	GV 358	2021035596	AZ105244621
732	GV 394	2021036971	AZ105244647
733	GV 395	2021036972	AZ105244648
734	GV 396	2021036973	AZ105244649
735	GV 397	2021036974	AZ105244650
736	GV 398	2021036975	AZ105244651
737	GV 399	2021036976	AZ105244652
738	GV 400	2021036977	AZ105244653
739	GV 401	2021036978	AZ105244654
740	GV 402	2021036979	AZ105244655

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No.	Name of Claim	Fee No.	BLM Serial No.
741	GV 403	2021036980	AZ105244656
742	GV 404	2021036981	AZ105244657
743	GV 405	2021036982	AZ105244658
744	GV 406	2021036983	AZ105244659
745	GV 407	2021036984	AZ105244660
746	GV 408	2021036985	AZ105244661
747	GV 409	2021036986	AZ105244662
748	GV 410	2021036987	AZ105244663
749	GV 411	2021036988	AZ105244664
750	GV 412	2021036989	AZ105244665
751	GV 413	2021036990	AZ105244666
752	GV 414	2021036991	AZ105244667
753	GV 439	2021037016	AZ105244692
754	GV 440	2021037017	AZ105244693
755	GV 441	2021037018	AZ105244694
756	GV 442	2021037019	AZ105244695
757	GV 443	2021037020	AZ105244696
758	GV 444	2021037021	AZ105244697
759	GV 445	2021037022	AZ105244698
760	GV 446	2021037023	AZ105244699
761	GV 447	2021037024	AZ105244700
762	GV 454	2021037025	AZ105244701
763	GV 455	2021037026	AZ105244702
764	GV 456	2021037027	AZ105244703
765	GV 457	2021037028	AZ105244704
766	GV 458	2021037029	AZ105244705
767	GV 459	2021037030	AZ105244706
768	GV 460	2021037031	AZ105244707
769	GV 461	2021037032	AZ105244708
770	GV 462	2021037033	AZ105244709
771	GV 463	2021037034	AZ105244710
772	GV 464	2021037035	AZ105244711
773	GV 465	2021037036	AZ105244712
774	GV 466	2021037037	AZ105244713
775	GV 467	2021037038	AZ105244714
776	GV 468	2021037039	AZ105244715
777	GV 469	2021037040	AZ105244716
778	GV 470	2021037041	AZ105244717
779	GV 471	2021037042	AZ105244718
780	GV 472	2021037043	AZ105244719
781	GV 473	2021037044	AZ105244720
782	GV 522	2021037078	AZ105245124
783	GV 523	2021037079	AZ105245125
784	GV 524	2021037080	AZ105245126

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No.	Name of Claim	Fee No.	BLM Serial No.
785	GV 525	2021037081	AZ105245127
786	GV 526	2021037082	AZ105245128
787	GV 527	2021037083	AZ105245129
788	GV 528	2021037084	AZ105245130
789	GV 529	2021037085	AZ105245131
790	GV 530	2021037086	AZ105245132
791	GV 533	2021037087	AZ105245133
792	GV 534	2021037088	AZ105245134
793	GV 577	2021037112	AZ105245158
794	GV 578	2021037113	AZ105245159
795	GV 579	2021037114	AZ105245160
796	GV 580	2021037115	AZ105245161
797	GV 581	2021037116	AZ105245162
798	GV 582	2021037117	AZ105245163
799	GV 583	2021037118	AZ105245164
800	GV 584	2021037119	AZ105245165
801	GV 585	2021037120	AZ105245166
802	GV 586	2021037121	AZ105245167
803	GV 587	2021037122	AZ105245168
804	GV 588	2021037123	AZ105245169
805	GV 589	2021037124	AZ105245170
806	GV 590	2021037125	AZ105245171
807	GV 591	2021037126	AZ105245172
808	GV 592	2021037127	AZ105245173
809	GV 595	2021037128	AZ105245174
810	GV 596	2021037129	AZ105245175
811	GV 597	2021037130	AZ105245176
812	GV 642	2021037152	AZ105245198
813	GV 643	2021037153	AZ105245199
814	GV 644	2021037154	AZ105245200
815	GV 645	2021037155	AZ105245201
816	GV 646	2021037156	AZ105245202
817	GV 647	2021037157	AZ105245203
818	GV 648	2021037158	AZ105245204
819	GV 649	2021037159	AZ105245205
820	GV 650	2021037160	AZ105245206
821	GV 701	2021037161	AZ105245207
822	GV 702	2021037162	AZ105245208
823	GV 703	2021037163	AZ105245209
824	GV 704	2021037164	AZ105245210
825	GV 705	2021037165	AZ105245211
826	GV 706	2021037166	AZ105245212
827	GV 707	2021037167	AZ105245213
828	GV 708	2021037168	AZ105245214

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No.	Name of Claim	Fee No.	BLM Serial No.
829	GV 709	2021037169	AZ105245215
830	GV 710	2021037170	AZ105245216
831	GV 711	2021037171	AZ105245217
832	GV 712	2021037172	AZ105245218
833	GV 713	2021037173	AZ105245219
834	GV 714	2021037174	AZ105245220
835	GV 715	2021037175	AZ105245221
836	GV 716	2021037176	AZ105245222
837	GV 717	2021037177	AZ105245223
838	GV 718	2021037178	AZ105245224
839	GV 722	2021037179	AZ105245225
840	GV 723	2021037180	AZ105245226
841	GV 724	2021037181	AZ105245227
842	GV 725	2021037182	AZ105245228
843	GV 726	2021037183	AZ105245229
844	GV 651	2021037522	AZ105245250
845	GV 652	2021037523	AZ105245251
846	GV 653	2021037524	AZ105245252
847	GV 658	2021037525	AZ105245253
848	GV 659	2021037526	AZ105245254
849	GV 660	2021037527	AZ105245255
850	GV 661	2021037528	AZ105245256
851	GV 692	2021037550	AZ105245278
852	GV 693	2021037551	AZ105245279
853	GV 694	2021037552	AZ105245280
854	GV 695	2021037553	AZ105245281
855	GV 696	2021037554	AZ105245282
856	GV 697	2021037555	AZ105245283
857	GV 698	2021037556	AZ105245284
858	GV 699	2021037557	AZ105245285
859	GV 700	2021037558	AZ105245286
860	GV 768	2021037565	AZ105245293
861	GV 769	2021037566	AZ105245294
862	GV 770	2021037567	AZ105245295
863	GV 776	2021037573	AZ105245301
864	GV 777	2021037574	AZ105245302
865	GV 778	2021037575	AZ105245303
866	GV 779	2021037576	AZ105245304
867	GV 780	2021037577	AZ105245305
868	GV 781	2021037578	AZ105245306
869	GV 782	2021037579	AZ105245307
870	GV 783	2021037580	AZ105245308
871	GV 784	2021037581	AZ105245309
872	GV 785	2021037582	AZ105245310

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No.	Name of Claim	Fee No.	BLM Serial No.
873	GV 793	2021037583	AZ105245311
874	GV 845	2021037612	AZ105245340
875	GV 846	2021037613	AZ105245341
876	GV 847	2021037614	AZ105245342
877	GV 848	2021037615	AZ105245343
878	GV 849	2021037616	AZ105245344
879	GV 850	2021037617	AZ105245345
880	GV 851	2021037618	AZ105245346
881	GV 852	2021037619	AZ105245347
882	GV 853	2021037620	AZ105245348
883	GV 854	2021037621	AZ105245349
884	GV 918	2021037643	AZ105245371
885	GV 919	2021037644	AZ105245372
886	GV 920	2021037645	AZ105245373
887	GV 921	2021037646	AZ105245374
888	GV 922	2021037647	AZ105245375
889	GV 923	2021037648	AZ105245376
890	GV 986	2021037659	AZ105245387
891	GV 988	2021037660	AZ105245388
892	GV 989	2021037661	AZ105245389
893	GV 990	2021037662	AZ105245390
894	GV 991	2021037663	AZ105245391
895	GV 992	2021037664	AZ105245392
896	GV 993	2021037665	AZ105245393
897	GV 996	2021037666	AZ105245394
898	GV 1058	2021037676	AZ105245404
899	GV 1059	2021037677	AZ105245405
900	GV 1060	2021037678	AZ105245406
901	GV 1061	2021037679	AZ105245407
902	GV 1062	2021037680	AZ105245408
903	GV 1063	2021037681	AZ105245409
904	GV 1064	2021037682	AZ105245410
905	GV 1065	2021037683	AZ105245411
906	GV 1066	2021037684	AZ105245412
907	GV 1068	2021037686	AZ105245414
908	GV 1069	2021037687	AZ105245415
909	GV 1070	2021037688	AZ105245416
910	GV 1123	2021037703	AZ105245431
911	GV 1124	2021037704	AZ105245432
912	GV 1125	2021037705	AZ105245433
913	GV 1126	2021037706	AZ105245434
914	GV 1127	2021037707	AZ105245435
915	GV 1128	2021037708	AZ105245436
916	GV 1129	2021037709	AZ105245437

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No.	Name of Claim	Fee No.	BLM Serial No.
917	GV 1130	2021037710	AZ105245438
918	GV 1131	2021037711	AZ105245439
919	GV 1132	2021037712	AZ105245440
920	GV 1133	2021037713	AZ105245441
921	GV 1134	2021037714	AZ105245442
922	GV 1135	2021037715	AZ105245443
923	GV 1136	2021037716	AZ105245444
924	GV 1185	2021037719	AZ105245447
925	GV 1186	2021037720	AZ105245448
926	GV 1187	2021037721	AZ105245449
927	GV 1188	2021037722	AZ105245450
928	GV 1189	2021037723	AZ105245451
929	GV 1190	2021037724	AZ105245452
930	GV 1191	2021037725	AZ105245453
931	GV 1192	2021037726	AZ105245454
932	GV 1242	2021037729	AZ105245457
933	GV 1243	2021037730	AZ105245458
934	GV 1244	2021037731	AZ105245459
935	GV 1119	2021039780	AZ105245461
936	GV 1120	2021039781	AZ105245462
937	GV 515	2021037071	AZ105253293
938	GV 516	2021037072	AZ105253294
939	GV 517	2021037073	AZ105253295
940	GV 518	2021037074	AZ105253296
941	GV 519	2021037075	AZ105253297
942	GV 520	2021037076	AZ105253298
943	GV 521	2021037077	AZ105253299
944	SC 86 ²	2021065367	AZ105257897
945	GV 136	2021078903	AZ105267342
946	GV 137	2021078904	AZ105267343
947	GV 138	2021078905	AZ105267344
948	GV 139	2021078906	AZ105267345
949	GVC 827	2021078907	AZ105267346
950	GVC 828	2021078908	AZ105267347
951	GVC 1202	2021078909	AZ105267348
952	GVC 750	2021078911	AZ105267349
953	GVC 752	2021078912	AZ105267350
954	GVC 753	2021078913	AZ105267351

² La Cuesta International, Inc. abandoned and relinquished Silver Creek 86 and Silver Creek 87 (AMC407948 and AMC407949) on March 5, 2021, and BLM administratively closed these two (2) claims as of that date. In connection with the effort to locate the 2021-22 Claims, the Company located the open ground previously covered by these abandoned and relinquished claims with two (2) new claims, SC 86 and GVC 216 (AZ105257897 and AZ105241369). GVC's intent was to hold these two (2) new claims for the benefit of La Cuesta, and that the two (2) new claims remain subject to the terms and conditions of the La Cuesta International, Inc. Mineral Lease and Option Agreement.

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No.	Name of Claim	Fee No.	BLM Serial No.
955	GVC 754	2021078914	AZ105267352
956	GVC 760	2021078915	AZ105267353
957	GVC 762	2021078916	AZ105267354
958	GVC 763	2021078917	AZ105267355
959	GVC 764	2021078918	AZ105267356
960	GVC 765	2021078919	AZ105267357
961	GVC 736	2021080085	AZ105267358
962	GVC 742		AZ105244324

IX. Arizona State Land Department Mineral Exploration Permit (the “ASLD Section 32 (T20N, R20W) Exploration Permit”)

Arizona State Land Department Mineral Exploration Permit (Permit No. 08-121678), issued to Golden Vertex Corp. on December 22, 2020, expiring no later than December 21, 2025, regarding approximately 640.00 acres of land within Section 32, Township 20 North, Range 20 West, G&SRB&M, Mohave County, Arizona (concerns mineral estate only; the surface estate is vested in the United States and managed by BLM).

The Arizona State Land Department Mineral Exploration Permit listed in this Part IX replaces the expired Arizona State Land Department Mineral Exploration Permit 08-116110, and is subject to that certain 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 Memorandum of Option Agreement and Notice of Assignment and Assumption of Option Agreement dated August 6, 2014 and recorded September 3, 2014 at Fee No. 2014038469, and 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 October 29, 2015 at Fee No. 2015047985. Note that Permittees of Arizona State Land Department Mineral Exploration Permits “shall not assign or sub-let [Mineral Exploration Permits] or any right or rights thereunder, without first obtaining the written consent of the State Land Commissioner.”

X. Arizona State Land Department Mineral Exploration Permit (the “ASLD Section 16 (T19N, R20W) Exploration Permit”)

Arizona State Land Department Mineral Exploration Permit (Permit No. 08-121679), issued to Golden Vertex Corp. on December 22, 2020, expiring no later than December 21, 2025, regarding approximately 537.83 acres of land within Section 16, Township 19 North, Range 20 West, G&SRB&M, Mohave County, Arizona.

Note that Permittees of Arizona State Land Department Mineral Exploration Permits “shall not assign or sub-let [Mineral Exploration Permits] or any right or rights thereunder, without first obtaining the written consent of the State Land Commissioner.”

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Schedule 1.1(qqq)

Payment Obligation Agreements

1. Finder's Agreement Moss Mine, dated March 4, 2011, by and among Northern Vertex, Capital Inc., (now known as Elevation Gold Mining Corp.), and Hartmut W. Baitis, Robert B. Hawkins, and Larry L. Lackey, Memorandum of Agreement recorded in the Official Records of Mohave County on January 11, 2012 as Fee# 2012001400.
2. Silver Purchase and Sale Agreement (Streaming Agreement), dated December 5, 2018, by and among Maverix Metals Inc., Golden Vertex Corp. and Northern Vertex Mining Corp (now known as Elevation Gold Mining Corporation), as amended by that certain First Amendment to Silver Purchase and Sale Agreement dated July 30, 2019, as amended by that certain Second Amendment to the Silver Purchase and Sale Agreement, dated May 15, 2023, and as further amended by that certain Reaffirmation and Third Amendment to Silver Purchase and Sale Agreement, dated April 4, 2024.
3. Loan Agreement, dated August 15, 2022 by and among Elevation Gold Mining Corporation and Maverix Metals Inc., as amended by that certain First Amendment to Loan Agreement, dated January 18, 2023, as further amended by that certain Amended and Restated Loan Agreement, dated May 15, 2023, as further amended by that certain Second Amended and Restated Loan Agreement, dated December 15, 2023, as further amended by that certain Third Amended and Restated Loan Agreement, dated March 15, 2024.
4. Promissory Note, dated September 25, 2023 by and among Elevation Gold Mining Corporation and Maverix Metals Inc., as amended and restated by the following amended and restated promissory notes, each by and among Elevation Gold Mining Corporation and Maverix Metals Inc.:
 - a. Amended and Restated Promissory Note dated October 25, 2023;
 - b. Amended and Restated Promissory Note dated November 21, 2023;
 - c. Amended and Restated Promissory Note dated December 1, 2023;
 - d. Amended and Restated Promissory Note dated January 15, 2024;
 - e. Amended and Restated Promissory Note dated January 29, 2024;
 - f. Amended and Restated Promissory Note dated February 9, 2024;
 - g. Amended and Restated Promissory Note dated February 16, 2024;
 - h. Amended and Restated Promissory Note dated February 29, 2024;
 - i. Amended and Restated Promissory Note dated March 27, 2024;

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- j. Amended and Restated Promissory Note dated April 29, 2024;
 - k. Amended and Restated Promissory Note dated May 24, 2024; and
 - l. Amended and Restated Promissory Note dated June 28, 2024.
5. Reaffirmation and Amendment to Pledge and Security Agreement, dated January 29, 2024 between Golden Vertex Corp. and Maverix Metals Inc.
 6. Amendment to Deed of Trust, Assignment of Production, Leases and Rents, Security Agreement, Financing Statement, dated January 29, 2024, granted by Golden Vertex Corp. in favour of Chicago Title Insurance Company as trustee, for the benefit of Maverix Metals Inc.
 7. Demand Promissory Note dated February 26, 2024, by and among Golden Vertex Corp. and Maverix Metals Inc.
 8. Pledge and Security Agreement, dated as of February 26, 2024, made by Golden Vertex Corp. in favour of Maverix Metals Inc.
 9. Deed of Trust Production, Leases and Rents, Security Agreement, Fixture Filing and Financing Statement, dated as of February 26, 2024, granted by Golden Vertex Corp. for the benefit of Maverix Metals Inc.
 10. Multiple Advance Promissory Note in the amount of up to \$2,869,000, dated February 18, 2020, by and among Golden Vertex Corp. and Mohave Electric Cooperative, Incorporated and all related security.

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Schedule 1.1(vvv)**Permits****I. Federal Authorizations**

1. Right-of-Way Grant (AZA 037252) [17.3 acres – roads]
Effective Date of Grant: July 3, 2018
Termination Date: December 31, 2047
2. Right of Way Grant (AZA 037478) [4.4 ac.- fiber optics]
Effective Date of Grant: July 3, 2018
Termination Date: December 31, 2047
3. Right of Way Grant (AZA 037253) [15.6 acres – power transmission]
Effective Date of Grant: July 3, 2018
Termination Date: December 31, 2047
4. Mine Plan of Operations (AZA 037772) (495.9 acres)
Operations Authorized: March 23, 2020
Plan Amendment: December 15, 2023
5. Approved Jurisdictional Determination (Army Corps of Engineers) (Oct. 30, 2020)

II. State Authorizations

1. Mining Storm Water Permit
 - i. Arizona Pollutant Discharge Elimination System General Permit for Stormwater Discharges Associated with Industrial Activity – Mineral Industry to Waters of the United States (Permit No. AZMSG2019-002)
Issuance Date: May 15, 2019
Effective Date: January 1, 2020
Expiration Date: on December 31, 2024
2. Air Quality Control Permit (Permit No. 90574)
Issuance Date: January 24, 2022
Expiration Date: January 23, 2027
3. Aquifer Protection Permit (Permit No. P-511225)
Issuance Date: November 13, 2023
4. Small Quantity Generator (RCRA ID #AZR000524231)
5. Mined Land Reclamation Plan (ASMI) (2020)

III. County Authorizations

1. Moss Mine 24,9/14/4 KV Power Supply Line License issued to Golden Vertex Corp.
Issuance Date: July 3, 2017

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Schedule 2.1.1(c)

Purchased Assets

1. Storage License Agreement, dated August 1, 2008, by and between Omers Realty Corporation, Marine Building Holdings LTD, and 207073393 Ontario Inc. and Northern Vertex Mining Corp (now known as Elevation Gold Mining Corp.), for the premises located at 355 Burnard Street, Vancouver, BC.

Status: Expired July 31, 2019, continuing month to month.

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Schedule 2.1.3(c)**California Moss Royalty**

Those certain Royalty Deeds executed on varying dates by and among Patriot Gold Corp, and William B. Pitts, Helen Snipes Himes, Frances Elyse Tibbit, George Thurman Green, William Al Snipes, Joe Harris Sniles, James Greenwood III, Alexander William Greenwood, Mary Grace Greenwood, Marvin Harris Greenwood, Melissa Gray Greenwood Morrow, Amy Norquist Greenwood Hemingway, Nancy Levica Greenwood Riddle, Andrew Peden Greenwood, Robert James Greenwood, Joseph Harris (Jody) Greenwood, Jr., Lisa Attaya, Greg Greenwood, Corinna Carr Smith, Robert I. Carr Jr., John D. Carr, Betty Carr Tilley, James Carr, Pamela A. Greenwood, Mimi Ellis, Nelson M. Greenwood, Benjamin Fairfax Greenwood, John Greenwood, and Mary Greenwood Anderson (collectively the "Descendants of Ella Harris Greenwood"); Brooks Carleton Wilson and Barrie Lee Bliesner Perry Dugan (collectively the "Descendants of Ina Mary Harris White"); and Charles Leroy Short, Howard Earle Short, Trustee of the Howard Earle Short 1959 Trust, Bennett W. D'Aubrey (fka Bennett W. Short), and the Heirs of Marie Short Batte namely Elyse Blatt and Darrill Batte.

- a. Recorded December 7, 2007 in Book 7044 of Official Records of Mohave County (hereafter "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 and in Fee No 2016023500 of Official Records.

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Schedule 2.2.1**GVC Retained Vendor Deposits**

Holder of Deposit	Amount
Piteau Associates USA Ltd 9090 Double Diamond Parkway, Suite 1 Reno, NV 89521	██████████
JPMorgan Chase Bank, N.A. P O Box 182051 Columbus, OH 43218-2051	██████████
Empire Cat PO BOX 29879 Phoenix, Arizona 85038	██████████
SVL Analytical Inc PO Box 929 Kellogg, ID 83837	██████████
Mohave Environmental Lab 2580 Landon Drive, Suite A Bullhead City, Arizona 86429	██████████
NMS Health 1675 Whitehorse Mercerville Road, Ste 205, Hamilton, NJ 08619	██████████
Total Deposits with Vendors	██████████

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Schedule 2.2.2**Purchase Price Allocation**

	Description of Purchased Assets	Allocation of Purchase Price as a Percentage
1.	GVC Shares	99.97%
2.	Business Information	0.02%
3.	Contracts listed in Schedule 2.1.1(c)	0.01%

Exhibit A

Form of Monitor's Certificate

[see attached]

No. S - 245121
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

AND

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

AND

IN THE MATTER OF ELEVATION GOLD MINING CORPORATION,
ECLIPSE GOLD MINING CORPORATION, GOLDEN VERTEX CORP.
and GOLDEN VERTEX (IDAHO) CORP.

PETITIONERS

MONITOR'S CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Madam Justice Fitzpatrick of the Supreme Court of British Columbia (the "**Court**") dated August 1, 2024, the Petitioners commenced proceedings pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended and KSV Restructuring Inc. was appointed as monitor of the Petitioners (in such capacity, the "**Monitor**") in those proceedings.
- B. Pursuant to an Order of the Court dated December 17, 2024 (the "**Approval and Vesting Order**"), the Court approved an Agreement of Purchase and Sale dated December 3, 2024 (the "**Sale Agreement**") between Elevation Gold Mining Corporation as the "**Seller**" and EG Acquisition LLC as the "**Purchaser**", and the transaction contemplated thereby.
- C. Pursuant to the Approval and Vesting Order, certain steps, declarations, actions and other occurrences, including, among other things, the vesting of certain assets, Claims, Encumbrances and Liabilities, and the granting of releases, are to become effective upon: (i) the delivery by the Monitor, of this Monitor's Certificate to the Purchaser's counsel in escrow; and (ii) the release of this Monitor's Certificate from escrow upon the Monitor's receipt of the Purchase Price.
- D. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Approval and Vesting Order or the Sale Agreement, as applicable.

THE MONITOR CERTIFIES the following:

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1. The Seller has provided written confirmation to the Monitor, pursuant to Section 2.3.3 of the Sale Agreement, that all conditions to Closing as set out in Article 7 of the Sale Agreement have been satisfied or waived.
2. The Purchaser has provided written confirmation to the Monitor, pursuant to Section 2.3.3 of the Sale Agreement, that all conditions to Closing as set out in Article 7 of the Sale Agreement have been satisfied or waived.
3. The Monitor has received the amount referred to in Section 2.2.1 of the Sale Agreement.
4. The Monitor will file, as soon as practicable, a copy of this Monitor's Certificate with the Court and provide evidence of such filing to the Purchaser.

DATED at the City of _____, in the Province of _____, this ___ day of _____, 202_

KSV Restructuring Inc., in its capacity as
Monitor, and not in its personal capacity.

Per: _____
Name:
Title:

Exhibit B

Form of Approval and Vesting Order

[see attached]

No. S - 245121
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

AND

IN THE MATTER OF THE BUSINESS CORPORATIONS ACT, S.B.C. 2002, c. 57

AND

IN THE MATTER OF ELEVATION GOLD MINING CORPORATION,
ECLIPSE GOLD MINING CORPORATION, GOLDEN VERTEX CORP.
and GOLDEN VERTEX (IDAHO) CORP.

PETITIONERS

ORDER MADE AFTER APPLICATION

(Approval and Vesting Order)

BEFORE THE HONOURABLE MADAM JUSTICE FITZPATRICK)
) TUESDAY, THE 17TH DAY
) OF DECEMBER 2024
)

ON THE APPLICATION of Elevation Gold Mining Corporation (“**Elevation Gold**”) and Golden Vertex Corp. (“**GVC**”) coming on for hearing at Vancouver, British Columbia, on the 17th day of December, 2024; AND ON HEARING Alexis Teasdale, counsel for the Petitioners, and those other counsel listed on **Schedule “A”** hereto, and no one else appearing although duly served; AND UPON READING the material filed, including the Notice of Application filed December 3, 2024, the Sixth Affidavit of Tim Swendseid sworn December 3, 2024 (the “**Sixth Swendseid Affidavit**”), the Confidential Seventh Affidavit of Tim Swendseid, sworn December 3, 2024 (the “**Confidential Seventh Swendseid Affidavit**”), and the Fourth Report of KSV Restructuring Inc. (the “**Monitor**”), dated December 3, 2024;

AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), the *British Columbia Supreme Court Civil Rules*, and the inherent jurisdiction of this Honourable Court;

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THIS COURT ORDERS AND DECLARES THAT:

Service and Definitions

1. The time for service of the Notice of Application and supporting materials is hereby abridged so that the application is properly returnable today, and the need for further service of the Notice of Application and supporting materials is hereby dispensed with.
2. All capitalized terms used but not otherwise defined in this Order shall have the meaning given to them in the Agreement of Purchase and Sale dated December 2, 2024 (the "**Sale Agreement**"), a redacted copy of which is attached as Exhibit "A" to the Sixth Swendseid Affidavit between Elevation Gold and EG Acquisition LLC (the "**Purchaser**"). In addition, the following capitalized terms shall have the following meanings:
 - (a) "**ARIO**" means the Amended and Restated Initial Order pronounced by the Honourable Madam Justice Fitzpatrick in these CCAA proceedings on August 12, 2024;
 - (b) "**CCAA Charges**" means any encumbrances or charges created by the ARIO, as recognized by the Order Granting Recognition and Related Relief of the US Court entered on September 16, 2024, and the Interim Financing and KERP Order, and any other charges granted by the Court in these proceedings;
 - (c) "**Claims**" means any and all security interests (whether contractual, statutory, or otherwise), hypothecs, pledges, mortgages, liens, trusts or deemed trusts (whether contractual, statutory, or otherwise), reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgments, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, and for greater certainty, includes all Liabilities and Liens;
 - (d) "**Encumbrances**" means (i) the CCAA Charges; (ii) all charges, security interests or claims evidenced by registrations, filings or recordations pursuant to the *Personal Property Security Act* of British Columbia, the Uniform Commercial Code of the United States of America, or any other personal property registry system; (iii) all charges, security interests, Claims or Liens evidenced by registrations, filings or recordations under any real property registry systems in British Columbia or Arizona; and (iv) all charges, security interests, claims or Liens associated with those Payment Obligation Agreements listed on **Schedule "B"** hereto;
 - (e) "**Interim Financing and KERP Order**" means the Order (Approval of Interim Financing and Key Employee Retention Plan and Charges) pronounced by the Honourable Mr. Justice Milman in these CCAA proceedings on September 26, 2024;
 - (f) "**Nomad**" means Nomad Royalty Company Limited;

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- (g) “**Nomad Agreement**” means the Binding Letter Agreement, Moss Mine, Property, Mohave County, Arizona, dated March 4, 2004, between MinQuest, Inc. (whose interest was subsequently assigned and transferred to Nomad by way of assignment and amalgamation) and Patriot (whose interest was subsequently assigned and transferred to GVC);
- (h) “**Nomad Determination Order**” means an Order issued by the US Court determining that the nature of Nomad’s interest in GVC’s property pursuant to the Nomad Agreement is a personal property interest between GVC and Nomad and not an interest in any real property owned by GVC;
- (i) “**Patriot**” means Patriot Gold Corp.;
- (j) “**Patriot Agreement**” means the agreement between GVC and Patriot dated May 25, 2016 recorded in the Official Records of Mohave County as Instrument No. 2016-023500;
- (k) “**Patriot Determination Order**” means an Order issued by the US Court determining that the nature of Patriot’s interest in GVC’s property pursuant to the Patriot Agreement is a personal property interest between GVC and Patriot and not an interest in any real property owned by GVC;
- (l) “**Petitioners**” means Elevation Gold, GVC, Golden Vertex (Idaho) Corp., and Eclipse Gold Mining Corp.; and
- (m) “**SISP Order**” means the Order Made After Application (SISP Approval Order) pronounced by the Honourable Madam Justice Fitzpatrick in these CCAA proceedings on August 12, 2024.

Approval of Transaction

3. The Sale Agreement and the transaction (the “**Transaction**”) contemplated in the Sale Agreement are hereby approved, and the execution of the Sale Agreement by Elevation Gold is hereby authorized and approved, with such amendments to the Sale Agreement as Elevation Gold may agree to with the consent of the Monitor or further order of this Court, provided that such amendments do not, in the opinion of the Monitor and Maverix Metals Inc. (“**Maverix**”), each acting reasonably, materially prejudice Maverix, as secured lender of Elevation Gold and GVC. The performance by Elevation Gold and GVC of their obligations under the Sale Agreement is hereby authorized and approved, and Elevation Gold, GVC and the Monitor are hereby authorized to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the Purchased Assets.

Closing Transactions and Steps

4. Elevation Gold, GVC and the Monitor are authorized to undertake and complete the Transaction pursuant to and in the manner contemplated by the Sale Agreement. Without limiting the generality of the foregoing, upon the Monitor’s receipt of written confirmation from Elevation Gold and the Purchaser that all conditions to Closing have been satisfied

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or waived, the Monitor is hereby authorized and directed to deliver an executed copy of a certificate substantially in the form attached as **Schedule "C"** hereto (the "**Monitor's Certificate**"), to the Purchaser's counsel in escrow. Upon the Monitor's receipt of the Purchase Price, the Monitor is hereby authorized and directed to release the Monitor's Certificate from escrow to the Purchaser. Immediately upon the release of the Monitor's Certificate to the Purchaser, the following shall occur and be deemed to occur, as applicable, in accordance with the terms and conditions of the Sale Agreement:

- (a) any Claim, Encumbrance, or Liability in respect of the Payment Obligation Agreements shall be disclaimed and deemed to form part of the GVC Residual Liabilities;
- (b) subject to and immediately upon the Patriot Determination Order being granted and becoming a Final Order, any Claim, Encumbrance or Liability in respect of the Patriot Agreement shall be disclaimed and deemed to form part of the GVC Residual Liabilities;
- (c) subject to and immediately upon the Nomad Determination Order being granted and becoming a Final Order, any Claim, Encumbrance or Liability in respect of the Nomad Agreement shall be disclaimed and deemed to form part of the GVC Residual Liabilities;
- (d) as contemplated by and on the terms set out in paragraph 6 of this Order, the GVC Residual Assets shall be transferred to Elevation Gold and the GVC Residual Liabilities shall be assigned to and assumed by Elevation Gold;
- (e) as contemplated by and on the terms set out in paragraph 6 of this Order, Elevation Gold shall sell, assign and transfer to the Purchaser, and the Purchaser shall purchase and assume from Elevation Gold, all of the right, title and interest of Elevation Gold, if any, in and to all of the Property and undertaking of Elevation Gold (other than the Excluded Assets), held for use in or relating to the Business, including, but not limited to, all right, title and interest of Elevation Gold in, to and under the following
 - (i) the GVC Shares;
 - (ii) the Business Information of the Seller, subject to Section 2.1.2 of the Sale Agreement; and
 - (iii) the assets of the Seller specifically listed in Schedule 2.1.1(c) of the Sale Agreement;

in each case free and clear of and from any Claims or Encumbrances; and

- (f) all equity interests (other than the GVC Shares), as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, preemptive rights, options (including stock options or share purchase or equivalent plans), or other documents or instruments governing or having been created or granted in connection with the share capital of GVC (in each case, for greater

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certainty, excluding the GVC Shares), shall be deemed to be cancelled for nominal consideration, in accordance with and pursuant to this Order.

5. Other than approval of the TSXV as contemplated by section 7.2(c) of the Sale Agreement, and entry of the Sale Recognition Order in the US Court, this Order shall constitute the only authorization required by Elevation Gold, GVC or the Monitor to proceed with the Transaction and, no director or shareholder approval shall be required and no authorization, approval or other action by or notice to or filing with any governmental authority or regulatory body exercising jurisdiction in respect of Elevation Gold or GVC is required for the due execution, delivery and performance by Elevation Gold, GVC or the Monitor of the Sale Agreement and the completion of the Transaction.

Vesting of Assets and Liabilities

6. Upon the Monitor releasing the Monitor's Certificate to the Purchaser, as contemplated by paragraph 4 of this Order, the following shall occur, all in accordance with the terms and conditions of the Sale Agreement:
 - (a) the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser in fee simple, free and clear of and from any Claims or Encumbrances, which shall be expunged and discharged as against the Purchased Assets;
 - (b) GVC shall retain all of the GVC Retained Liabilities and the GVC Retained Assets free and clear of the GVC Residual Liabilities and any other Claims or Encumbrances (other than Claims or Encumbrances in connection with the GVC Retained Liabilities), which shall be vested out, expunged and discharged as against the GVC Retained Assets, and for greater certainty, any interest any of the counterparties to the Payment Obligation Agreements may have in the Moss Mine or the GVC Retained Assets is hereby vested out, expunged and discharged;
 - (c) subject to and immediately upon the Patriot Determination Order being granted and becoming a Final Order, any interest Patriot may have in the Moss Mine or the GVC Retained Assets is hereby vested out, expunged and discharged;
 - (d) subject to and immediately upon the Nomad Determination Order being granted and becoming a Final Order, any interest Nomad may have in the Moss Mine or the GVC Retained Assets is hereby vested out, expunged and discharged;
 - (e) all of GVC's right, title and interest in and to the GVC Residual Assets shall vest absolutely and exclusively in the name of Elevation Gold and all Claims and Encumbrances attached to the GVC Residual Assets shall continue to attach to the GVC Residual Assets with the same nature and priority as they had immediately prior to their transfer;
 - (f) all GVC Residual Liabilities shall vest absolutely and exclusively in the name of Elevation Gold and shall become obligations of Elevation Gold and cease to be obligations of GVC, and GVC shall be forever released and discharged from the GVC Residual Liabilities and any and all obligations pursuant thereto, and any and all Claims or Encumbrances securing the GVC Residual Liabilities shall be forever

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released and discharged in respect of GVC and the GVC Retained Assets, provided that nothing in this Order shall be deemed to cancel the GVC Retained Liabilities;

- (g) the commencement or prosecution, whether directly, indirectly, derivatively or otherwise, of any demands, claims, actions, counterclaims, suits, judgments, or other remedy or recovery with respect to any indebtedness, liability, obligation or cause of action against GVC in respect of the GVC Residual Liabilities or the GVC Residual Assets, shall be permanently enjoined, waived, discharged, released, cancelled and barred;
 - (h) the nature of the GVC Retained Assets and the GVC Retained Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Sale Agreement or the steps and actions taken in accordance with the terms thereof;
 - (i) the nature and priority of the GVC Residual Liabilities assumed by Elevation Gold, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer and assignment to and assumption by Elevation Gold; and
 - (j) any Person that, prior to the Closing Date, had a valid Claim or Encumbrance against GVC or the GVC Retained Assets in respect of the GVC Residual Liabilities shall no longer have such Claim or Encumbrance against GVC or the GVC Retained Assets, but will have an equivalent Claim or Encumbrance against Elevation Gold (including without limitation, in respect of any Property of Elevation Gold) in respect of the GVC Residual Liabilities from and after the Closing Date in its place and stead, and nothing in this Order limits, lessens or extinguishes the GVC Residual Liabilities as against Elevation Gold.
7. Upon delivery by the Monitor to the Purchaser of the Monitor's Certificate, GVC shall cease to be a Petitioner in these proceedings and shall be deemed to be released from the purview of all orders of this Court granted in these proceedings, save and except for this Order, and the style of cause shall be amended accordingly.
8. Upon the filing of a certified copy of this Order with any governmental authorities (collectively, "**Governmental Authorities**"), together with any applicable registration fees, all such Governmental Authorities are hereby authorized, requested and directed to accept delivery of such certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required in order to give effect to the terms of this Order and the Sale Agreement.
9. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of a certified copy of this Order shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations such that the Purchased Assets and the GVC Retained Assets shall be free from all Encumbrances. The Purchaser

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shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances as contemplated herein.

10. For the purposes of determining the nature and priority of Claims or Encumbrances against the Purchased Assets or the GVC Retained Assets, as the case may be, the net proceeds from the sale of the Purchased Assets and the GVC Retained Assets shall stand in the place and stead of the Purchased Assets and the GVC Retained Assets, as applicable, and from and after the date of release of the Monitor's Certificate from escrow, all Claims and Encumbrances on any of the Purchased Assets and the GVC Retained Assets, shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets or the GVC Retained Assets, as applicable, immediately prior to the sale, as if the Purchased Assets and the GVC Retained Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
11. Notwithstanding anything to the contrary in this Order, this Court specifically makes no finding as to whether the interests of Patriot or Nomad are interests in real property, and this Order is without prejudice to the determination of such issue by the United States Bankruptcy Court for the District of Arizona, including with respect to the positions of all parties.
12. The Monitor is hereby authorized and directed, as soon as reasonably practicable following the release of the Monitor's Certificate from escrow, to file with the Court a copy of the Monitor's Certificate and, following the Monitor's receipt thereof, serve the filed copy of the Monitor's Certificate, upon the Service List maintained by the Monitor in these CCAA proceedings.

Releases

13. Effective immediately upon the release from escrow of the Monitor's Certificate, the present and former directors and officers of the Petitioners (collectively, inclusive of any and all de facto and de jure directors and officers, the "**Directors and Officers**"), in their respective capacities as directors or officers, as the case may be, of the applicable Petitioners, are hereby forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to the filing of the Monitor's Certificate in connection with (i) the sale and investment solicitation process undertaken by the Petitioners before the commencement of these proceedings, (ii) the Petitioners' decision to commence these proceedings, (iii) these proceedings or the administration and management of the Petitioners during the course of these proceedings, (iv) the Transaction, or (v) anything done pursuant to the terms of this Order (collectively, the "**Released D&O Claims**"), which Released D&O Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Directors and Officers,

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provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim for gross negligence or wilful misconduct or any claim that is not permitted to be released pursuant to Section 5.1(2) of the CCAA.

14. Effective immediately upon the release from escrow of the Monitor's Certificate, (i) the Petitioners' employees, legal counsel and advisors, and (ii) the Monitor and its legal counsel, and their respective present and former directors, officers, partners, employees, and advisors (the persons listed in (i) and (ii) being collectively, the "**Released Parties**") are hereby forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to the filing of the Monitor's Certificate in connection with (i) these proceedings or the administration and management of the Petitioners during the course of these proceedings, (ii) the Transaction, or (iii) anything done pursuant to the terms of this Order (collectively, the "**Released Claims**"), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, and are not vested nor transferred to any of the Petitioners or to any other entity and are extinguished, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim for gross negligence or wilful misconduct.

15. Effective immediately upon the release from escrow of the Monitor's Certificate, (i) the directors, officers, employees, legal counsel and advisors of INFOR Financial Inc. ("**INFOR**"), and (ii) INFOR in its capacity as Sales Agent (as defined in the ARIO) (the persons listed in (i) and (ii) being collectively, the "**Sales Agent Released Parties**") shall be deemed to be forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to the issuance of the Monitor's Certificate in connection with the Transaction or the SISP (as defined in the SISP Order) or completed pursuant to the terms of this Order (collectively, the "**Sales Agent Released Claims**"), which Sales Agent Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled, barred and extinguished as against the Sales Agent Released Parties, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim for gross negligence or wilful misconduct.

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Miscellaneous

16. Pursuant to Section 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* or Section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, Elevation Gold and the Monitor are hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in Elevation Gold's and GVC's records pertaining to Elevation Gold's and GVC's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by Elevation Gold and GVC.
17. Subject to the terms of the Sale Agreement, possession of the Purchased Assets shall be delivered by Elevation Gold to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement).
18. Elevation Gold, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court, provided that an extension of greater than 30 days shall not be agreed to without the consent of the Monitor and Maverix Metals Inc., each acting reasonably.
19. Notwithstanding:
 - (a) these CCAA proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued or made pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3 (the "BIA") in respect of Elevation Gold, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made by or in respect of Elevation Gold; and
 - (d) the provisions of any federal or provincial statute,the execution of the Sale Agreement, the implementation of the Transaction, the vesting of the Purchased Assets in the Purchaser, the vesting of the GVC Residual Assets and the GVC Residual Liabilities in Elevation Gold, and the retention by GVC of the GVC Retained Assets and the GVC Retained Liabilities pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Elevation Gold and shall not be void or voidable by creditors of Elevation Gold or GVC, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.
20. Elevation Gold, GVC and the Monitor shall each be at liberty to apply for further advice, assistance and direction as may be necessary or desirable in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing

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21. THIS COURT HEREBY REQUESTS the aid and recognition of other Canadian and foreign courts, tribunals, and regulatory or administrative bodies having jurisdiction in Canada or in the United States of America, including the United States Bankruptcy Court for the District of Arizona overseeing the Petitioners' proceedings under Chapter 15 jointly administered in Case No. 2:24-bk-06359 or in any other foreign jurisdiction, to give effect to this Order and to assist the Petitioners, the Monitor, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioners and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Petitioners and the Monitor and their respective agents in carrying out the terms of this Order.
22. Endorsement of this Order by counsel appearing on this Application other than counsel for the Petitioners is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Alexis Teasdale
Lawyer for the Petitioners, Elevation Gold
Mining Corporation, Golden Vertex Corp.,
Golden Vertex (Idaho) Corp. and Eclipse Gold
Mining Corporation

By the Court.

Registrar

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SCHEDULE "A"

List of Counsel

Counsel	Party
Kibben Jackson Mishaal Gill	KSV Restructuring Inc., the Monitor
David Bish	Triple Flag Precious Metals Corp. Maverix Metals Inc.
Lance Williams Ashley Bowron	Patriot Gold Corp.
Vicki Tickle	Nomad Royalty Company Limited
Robin Schwill	EG Acquisition LLC

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SCHEDULE "B"**Specific Encumbrances**

- I. All Claims and Encumbrances associated with or arising from the following Payment Obligation Agreements:
- (a) Finder's Agreement Moss Mine, dated March 4, 2011, by and among Northern Vertex, Capital Inc., (now known as Elevation Gold Mining Corp.), and Hartmut W. Baitis, Robert B. Hawkins, and Larry L. Lackey, Memorandum of Agreement recorded in the Official Records of Mohave County on January 11, 2012 as Fee# 2012001400.
 - (b) Silver Purchase and Sale Agreement (Streaming Agreement), dated December 5, 2018, by and among Maverix Metals Inc., Golden Vertex Corp. and Northern Vertex Mining Corp (now known as Elevation Gold Mining Corporation), as amended by that certain First Amendment to Silver Purchase and Sale Agreement dated July 30, 2019, as amended by that certain Second Amendment to the Silver Purchase and Sale Agreement, dated May 15, 2023, and as further amended by that certain Reaffirmation and Third Amendment to Silver Purchase and Sale Agreement, dated April 4, 2024.
 - (c) Loan Agreement, dated August 15, 2022 by and among Elevation Gold Mining Corporation and Maverix Metals Inc., as amended by that certain First Amendment to Loan Agreement, dated January 18, 2023, as further amended by that certain Amended and Restated Loan Agreement, dated May 15, 2023, as further amended by that certain Second Amended and Restated Loan Agreement, dated December 15, 2023, as further amended by that certain Third Amended and Restated Loan Agreement, dated March 15, 2024.
 - (d) Promissory Note, dated September 25, 2023 by and among Elevation Gold Mining Corporation and Maverix Metals Inc., as amended and restated by the following amended and restated promissory notes, each by and among Elevation Gold Mining Corporation and Maverix Metals Inc.:
 - (i) Amended and Restated Promissory Note dated October 25, 2023;
 - (ii) Amended and Restated Promissory Note dated November 21, 2023;
 - (iii) Amended and Restated Promissory Note dated December 1, 2023;
 - (iv) Amended and Restated Promissory Note dated January 15, 2024;
 - (v) Amended and Restated Promissory Note dated January 29, 2024;
 - (vi) Amended and Restated Promissory Note dated February 9, 2024;
 - (vii) Amended and Restated Promissory Note dated February 16, 2024;

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- (viii) Amended and Restated Promissory Note dated February 29, 2024;
 - (ix) Amended and Restated Promissory Note dated March 27, 2024;
 - (x) Amended and Restated Promissory Note dated April 29, 2024;
 - (xi) Amended and Restated Promissory Note dated May 24, 2024; and
 - (xii) Amended and Restated Promissory Note dated June 28, 2024.
- (e) Reaffirmation and Amendment to Pledge and Security Agreement, dated January 29, 2024 between Golden Vertex Corp. and Maverix Metals Inc.
 - (f) Amendment to Deed of Trust, Assignment of Production, Leases and Rents, Security Agreement, Financing Statement, dated January 29, 2024, granted by Golden Vertex Corp. in favour of Chicago Title Insurance Company as trustee, for the benefit of Maverix Metals Inc.
 - (g) Demand Promissory Note dated February 26, 2024, by and among Golden Vertex Corp. and Maverix Metals Inc.
 - (h) Pledge and Security Agreement, dated as of February 26, 2024, made by Golden Vertex Corp. in favour of Maverix Metals Inc.
 - (i) Deed of Trust Production, Leases and Rents, Security Agreement, Fixture Filing and Financing Statement, dated as of February 26, 2024, granted by Golden Vertex Corp. for the benefit of Maverix Metals Inc.
 - (j) Multiple Advance Promissory Note in the amount of up to \$2,869,000, dated February 18, 2020, by and among Golden Vertex Corp. and Mohave Electric Cooperative, Incorporated and all related security.

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SCHEDULE "C"

No. S - 245121
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

AND

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

AND

IN THE MATTER OF ELEVATION GOLD MINING CORPORATION,
ECLIPSE GOLD MINING CORPORATION, GOLDEN VERTEX CORP.
and GOLDEN VERTEX (IDAHO) CORP.

PETITIONERS

MONITOR'S CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Madam Justice Fitzpatrick of the Supreme Court of British Columbia (the "**Court**") dated August 1, 2024, the Petitioners commenced proceedings pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended and KSV Restructuring Inc. was appointed as monitor of the Petitioners (in such capacity, the "**Monitor**") in those proceedings.
- B. Pursuant to an Order of the Court dated December 17, 2024 (the "**Approval and Vesting Order**"), the Court approved an Agreement of Purchase and Sale dated December 3, 2024 (the "**Sale Agreement**") between Elevation Gold Mining Corporation as the "**Seller**" and EG Acquisition LLC as the "**Purchaser**", and the transaction contemplated thereby.
- C. Pursuant to the Approval and Vesting Order, certain steps, declarations, actions and other occurrences, including, among other things, the vesting of certain assets, Claims, Encumbrances and Liabilities, and the granting of releases, are to become effective upon: (i) the delivery by the Monitor, of this Monitor's Certificate to the Purchaser's counsel in escrow; and (ii) the release of this Monitor's Certificate from escrow upon the Monitor's receipt of the Purchase Price.
- D. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Approval and Vesting Order or the Sale Agreement, as applicable.

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THE MONITOR CERTIFIES the following:

1. The Seller has provided written confirmation to the Monitor, pursuant to Section 2.3.3 of the Sale Agreement, that all conditions to Closing as set out in Article 7 of the Sale Agreement have been satisfied or waived.
2. The Purchaser has provided written confirmation to the Monitor, pursuant to Section 2.3.3 of the Sale Agreement, that all conditions to Closing as set out in Article 7 of the Sale Agreement have been satisfied or waived.
3. The Monitor has received the amount referred to in Section 2.2.1 of the Sale Agreement.
4. The Monitor will file, as soon as practicable, a copy of this Monitor's Certificate with the Court and provide evidence of such filing to the Purchaser.

DATED at the City of _____, in the Province of _____, this ___ day of _____, 202_

KSV Restructuring Inc., in its capacity as
Monitor, and not in its personal capacity.

Per: _____
Name:
Title:

NO. S- 245121
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, GOLDEN VERTEX CORP. and
GOLDEN VERTEX (IDAHO) CORP.

**6th AFFIDAVIT OF
TIM SWENDEID**



Barristers & Solicitors
1600 Cathedral Place
925 West Georgia Street
Vancouver, British Columbia
V6C 3L2

Phone: (604) 631-9163 / (403) 218-7564
Attention: William L. Roberts / Alexis Teasdale / Angad Bedi

This is **Exhibit "B"** referred to in **Affidavit #2** of **Susan Danielisz**, sworn before me at Vancouver, British Columbia, this 11th day of February, 2025.



A Commissioner for taking Affidavits
for British Columbia

1 Lewis Roca Rothgerber Christie LLP

2 One South Church Avenue, Suite 2000
Tucson, AZ 85701-1611

3 Robert M. Charles, Jr. (State Bar No. 07359)
Direct Dial: 520.629.4427
Direct Fax: 520.622.3088
Email: RCharles@lewisroca.com

4 Ken Coleman (*pro hac vice pending*)
2628 Broadway
5 New York, NY 10025
Tel. 646.662.0138
6 Email: ken@kencoleman.us

7 Attorneys for KSV Restructuring Inc., as Monitor

8 UNITED STATES BANKRUPTCY COURT
9 DISTRICT OF ARIZONA

10 In re:
11 Elevation Gold Mining Corporation, *et al.*
12 Debtor in a Foreign Proceeding.

Chapter 15
Case No. 2:24-bk-06359-EPB
**Notice of Lodging Order Recognizing
and Enforcing Canadian Sale And
Distribution Orders**

13
14 NOTICE IS HEREBY GIVEN that KSV Restructuring Inc., as Monitor, hereby
15 lodges a proposed Order Recognizing and Enforcing Canadian Sale And Distribution
16 Orders. A true and correct copy of the Order is attached hereto as **Exhibit 1**.

17 The Monitor advises the Court that this proposed Order is not acceptable to counsel
18 for Patriot Gold Corp. ("Patriot") and Nomad Royalty Company Limited ("Nomad"). The
19 Monitor invites Patriot and Nomad to propose their Order and requests that the Court
20 consider the form of order at the status hearing on December 27, 2024 at 11:00 a.m.

21 DATED this 24th day of December, 2024.

22 LEWIS ROCA ROTHGERBER CHRISTIE LLP

23 By: /s/ Robert M. Charles, Jr.
24 Robert M. Charles, Jr.

25 AND

26 By: /s/ Ken Coleman
27 Ken Coleman (*pro hac vice pending*)

28 Attorneys for KSV Restructuring Inc. as Monitor

One South Church Avenue, Suite 2000
Tucson, AZ 85701-1611



CERTIFICATE OF SERVICE

I certify that on this 24th day of December, 2024, I electronically transmitted the attached document to the Clerk’s office using the CM/ECF System for filing and served through the Notice of Electronic Filing automatically generated by the Court’s facilities.

ANTHONY W. AUSTIN on behalf of Debtor Elevation Gold Mining Corporation
aaustin@fennemorelaw.com, gkbacon@fclaw.com

ANTHONY W. AUSTIN on behalf of Debtor GOLDEN VERTEX CORP.
aaustin@fennemorelaw.com, gkbacon@fclaw.com

ROBERT J. BERENS on behalf of Creditor Trisura Insurance Company
rberens@smtdlaw.com, adelgado@smtdlaw.com

BRADLEY A COSMAN on behalf of Creditor Maverix Metals Inc.
BCosman@perkinscoie.com,
kmcclure@perkinscoie.com,DocketPHX@perkinscoie.com,scarnall@perkinscoie.com

JAMES GEORGE FLORENTINE on behalf of Creditor Nomad Royalty Company Limited
jflorentine@swlaw.com, jthomes@swlaw.com,docket@swlaw.com

JAMES GEORGE FLORENTINE on behalf of Creditor Nomad Royalty Company Ltd.
jflorentine@swlaw.com, jthomes@swlaw.com,docket@swlaw.com

Amir Gamliel on behalf of Creditor Maverix Metals Inc.
agamliel@perkinscoie.com

JOHN A. HARRIS on behalf of Creditor PATRIOT GOLD CORP.
john.harris@quarles.com, sybil.aytch@quarles.com

PAUL A LOUCKS on behalf of Creditor PATRIOT GOLD CORP.
ploucks@dmyl.com

ANTHONY F. PUSATERI on behalf of Creditor PATRIOT GOLD CORP.
Anthony.Pusateri@quarles.com, sybil.aytch@quarles.com,dawn.mcombs@quarles.com

Stacy Porche on behalf of Debtor GOLDEN VERTEX CORP.
sporche@fennemorelaw.com, lmarble@fennemorelaw.com

MICHAEL P. ROLLAND on behalf of Creditor Mohave Electric Cooperative, Incorporated
mpr@eblawyers.com, jlc@eblawyers.com,acm@eblawyers.com

One South Church Avenue, Suite 2000
Tucson, AZ 85701-1611



1 BRYCE A. SUZUKI on behalf of Creditor Nomad Royalty Company Limited
2 bsuzuki@swlaw.com, docket@swlaw.com,pshanahan@swlaw.com

3 BRYCE A. SUZUKI on behalf of Creditor Nomad Royalty Company Ltd.
4 bsuzuki@swlaw.com, docket@swlaw.com,pshanahan@swlaw.com

5 LARRY L. WATSON on behalf of U.S. Trustee U.S. TRUSTEE
6 larry.watson@usdoj.gov, Christopher.stewart2@usdoj.gov,coleen.craig@usdoj.gov

7 JEFFREY CHARLES WHITLEY on behalf of Creditor Hartmut Baitis
8 jeff@whitleylegalgroup.com

9 JEFFREY CHARLES WHITLEY on behalf of Creditor Larry Lackey
10 jeff@whitleylegalgroup.com

11 JEFFREY CHARLES WHITLEY on behalf of Creditor Robert B. Hawkins
12 jeff@whitleylegalgroup.com

13 /s/ Renee L. Creswell
14 Lewis Roca Rothgerber Christie LLP

One South Church Avenue, Suite 2000
Tucson, AZ 85701-1611



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UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA

<p>In re: Elevation Gold Mining Corporation, <i>et al.</i>, Debtor in a Foreign Proceeding.</p>	<p>Chapter 15 (Jointly Administered) Case No. 2:24-bk-06359-EPB Order Recognizing and Enforcing Canadian Sale And Distribution Orders</p>
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This matter was brought by KSV Restructuring Inc., as the court-appointed monitor (the “**Monitor**”) of the above-captioned debtors (the “**Group**”) in a proceeding No. S-245121 (the “**Canadian Proceeding**”) under Canada’s *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, (as amended, the “**CCAA**”), pending before the Supreme Court of British Columbia (the “**Canadian Court**”) with the filing of a *Motion for Recognition and Enforcement of Canadian Sale and Distribution Order in the United States* (the “**Motion**”) (Dkt. #110).¹

The Court has considered and reviewed the Motion, the Approval and Vesting Order of the Canadian Court dated December 17, 2024, a copy of which is annexed hereto as Exhibit A (the “**Sale Order**”), the Distribution Order of the Canadian Court dated December 17, 2024, a copy of which is annexed hereto as Exhibit B (the “**Distribution Order**”), the Supplement to the Monitor’s Motion, the Objections of Patriot Gold Corporation (“**Patriot**”) and Nomad Royalty Company Ltd. (“**Nomad**”), both dated December 23, 2024, and the other pleadings and documents submitted in connection with the Motion; and the Court having held a hearing on the Motion on December 23, 2024; and

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

1 After due deliberation and sufficient cause appearing therefore, the Court having
 2 considered the entire record and any arguments of counsel, the Court finds and concludes as
 3 follows:

4 (A) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334
 5 and 11 U.S.C. § 1501;

6 (B) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P);

7 (C) venue is proper in this District pursuant to 28 U.S.C. § 1410;

8 (D) the Monitor has given appropriate, sufficient and timely notice of the Motion;

9 (E) the Court has the authority to grant the requested relief under 11 U.S.C. §§ 1507
 10 and 1521;

11 (F) the requested relief furthers the purposes of Chapter 15, will maximize the value of
 12 the Group's assets and is in the best interests of the Group and their creditors, employees, and
 13 other parties in interest;

14 (G) the interests of the Group's creditors and other parties in interest, including each
 15 member of the Group, are sufficiently protected by the Court's grant of the Motion as required by
 16 11 U.S.C. § 1522(a); and

17 (H) Patriot claims that it has a 3% royalty interest and Nomad claims that it has a
 18 royalty interest of up to 3% in the minerals at the Moss Mine owned by GVC and in GVC's cash
 19 and accounts receivable which they claim are the proceeds of those mineral interests and as such
 20 are included in the Residual Assets as defined in the Sale Order

21 **NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:**

22 1) The Sale Order is hereby given full force and effect in the United States,
 23 effective immediately, provided that, notwithstanding anything to the contrary in the Sale
 24 Order:

- 25 a) this Court shall retain jurisdiction to determine the issues raised by Nomad and Patriot in
 26 the adversary proceedings filed in this case by them on November 18, 2024 and
 27 November 19, 2024, respectively (the "Adversary Proceedings"), with respect to any
 28 property involved in these proceedings which is located in the United States;

- 1 b) the releases granted in the Sale Order shall not affect any claims of Patriot and Nomad
2 asserted in the Adversary Proceedings; and
- 3 c) Elevation Gold shall withhold from any distribution of the cash balances and accounts
4 receivable included in the Residual Assets and shall segregate an amount equal to 6% of
5 cash balances and accounts receivable included in the Residual Assets (the combined total
6 of Patriot's and Nomad's alleged mineral interests) as of 5:00 PM M.S.T. on the date of
7 this Order until further order of this Court.
- 8 2) The proceeds of the sale of the Purchased Assets as defined in the Sale Order shall be
9 held in accordance with the Distribution Order of the Canadian Court.
- 10 3) Except as provided in this Order, all persons are prohibited from taking any action
11 within the territorial jurisdiction of the United States that is inconsistent with or interferes with
12 the implementation or enforcement of the Sale Order.
- 13 4) All governmental units within the territorial jurisdiction of the United States are
14 hereby authorized and directed to register the transfers, authorizations and discharges as may be
15 necessary to give effect to the Sale and Distribution Orders and the transactions authorized by the
16 Sale and Distribution Orders.
- 17 5) Within two business days of the entry of this Order, the Monitor shall serve a true
18 and correct copy of this Order by the Court's electronic service, and if that is not available, by e-
19 mail, where practicable, and where e-mail service is impracticable, by United States mail, first-
20 class postage prepaid or by overnight courier, to: (a) the Office of the United States Trustee for
21 the District of Arizona; (b) all parties to litigation currently pending in the United States in which
22 a member of the Group is a party; (c) all known material U.S. creditors and contract
23 counterparties of the Group; and (d) all parties who have entered an appearance in the case. Such
24 service shall constitute due, adequate and sufficient service and notice, and no other or further
25 service or notice shall be required.
- 26 6) Notwithstanding any applicable Bankruptcy Rule, the terms and condition of this
27 Order shall be immediately effective and enforceable upon its entry.
- 28

1 7) This Court shall retain jurisdiction with respect to all matters relating to the
2 interpretation or implementation of this Order.

3 IT IS SO ORDERED

4 **DATED AND SIGNED ABOVE**

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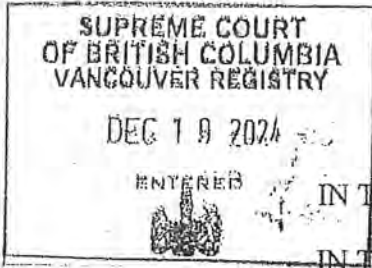
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EXHIBIT

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- A. Approval and Vesting Order of the Canadian Court dated December 17, 2024
- B. Distribution Order of the Canadian Court dated December 17, 2024

EXHIBIT A



No. S - 245121
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

AND

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

AND

IN THE MATTER OF ELEVATION GOLD MINING CORPORATION,
ECLIPSE GOLD MINING CORPORATION, GOLDEN VERTEX CORP.
and GOLDEN VERTEX (IDAHO) CORP.

PETITIONERS

ORDER MADE AFTER APPLICATION

(Approval and Vesting Order)

BEFORE THE HONOURABLE MADAM
JUSTICE FITZPATRICK

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TUESDAY, THE 17TH DAY
OF DECEMBER 2024

ON THE APPLICATION of Elevation Gold Mining Corporation ("**Elevation Gold**") and Golden Vertex Corp. ("**GVC**") coming on for hearing at Vancouver, British Columbia, on the 17th day of December, 2024; AND ON HEARING Alexis Teasdale, counsel for the Petitioners, and those other counsel listed on **Schedule "A"** hereto, and no one else appearing although duly served; AND UPON READING the material filed, including the Notice of Application filed December 3, 2024, the Sixth Affidavit of Tim Swendseid sworn December 3, 2024 (the "**Sixth Swendseid Affidavit**"), the Confidential Seventh Affidavit of Tim Swendseid, sworn December 3, 2024 (the "**Confidential Seventh Swendseid Affidavit**"), and the Fourth Report of KSV Restructuring Inc. (the "**Monitor**"), dated December 3, 2024;

AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), the *British Columbia Supreme Court Civil Rules*, and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

Service and Definitions

1. The time for service of the Notice of Application and supporting materials is hereby abridged so that the application is properly returnable today, and the need for further service of the Notice of Application and supporting materials is hereby dispensed with.
2. All capitalized terms used but not otherwise defined in this Order shall have the meaning given to them in the Agreement of Purchase and Sale dated December 2, 2024 (the "**Sale Agreement**"), a redacted copy of which is attached as Exhibit "A" to the Sixth Swendseid Affidavit between Elevation Gold and EG Acquisition LLC (the "**Purchaser**"). In addition, the following capitalized terms shall have the following meanings:
 - (a) "**Adversary Claims**" means the claims set out in the adversary complaints filed in the Chapter 15 Proceedings by Nomad and Patriot on November 18, 2024 and November 19, 2024, respectively, as may be amended or adjudicated in accordance with the Chapter 15 Proceedings;
 - (b) "**ARIO**" means the Amended and Restated Initial Order pronounced by the Honourable Madam Justice Fitzpatrick in these CCAA proceedings on August 12, 2024;
 - (c) "**CCAA Charges**" means any encumbrances or charges created by the ARIO, as recognized by the Order Granting Recognition and Related Relief of the US Court entered on September 16, 2024, and the Interim Financing and KERP Order, and any other charges granted by the Court in these proceedings;
 - (d) "**Claims**" means any and all security interests (whether contractual, statutory, or otherwise), hypothecs, pledges, mortgages, liens, trusts or deemed trusts (whether contractual, statutory, or otherwise), reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgments, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, and for greater certainty, includes all Liabilities and Liens;
 - (e) "**Encumbrances**" means (i) the CCAA Charges; (ii) all charges, security interests or claims evidenced by registrations, filings or recordations pursuant to the *Personal Property Security Act* of British Columbia, the Uniform Commercial Code of the United States of America, or any other personal property registry system; (iii) all charges, security interests, Claims or Liens evidenced by registrations, filings or recordations under any real property registry systems in British Columbia or Arizona; and (iv) all charges, security interests, claims or Liens associated with those Payment Obligation Agreements listed on **Schedule "B"** hereto;
 - (f) "**Interim Financing and KERP Order**" means the Order (Approval of Interim Financing and Key Employee Retention Plan and Charges) pronounced by the

Honourable Mr. Justice Milman in these CCAA proceedings on September 26, 2024;

- (g) “**Nomad**” means Nomad Royalty Company Limited;
- (h) “**Nomad Agreement**” means the Binding Letter Agreement, Moss Mine, Property, Mohave County, Arizona, dated March 4, 2004, between MinQuest, Inc. (whose interest was subsequently assigned and transferred to Nomad by way of assignment and amalgamation) and Patriot (whose interest was subsequently assigned and transferred to GVC);
- (i) “**Nomad Determination Order**” means an Order issued by the US Court determining that the nature of Nomad’s interest in GVC’s property pursuant to the Nomad Agreement is a personal property interest between GVC and Nomad and not an interest in any real property owned by GVC;
- (j) “**Patriot**” means Patriot Gold Corp.;
- (k) “**Patriot Agreement**” means the agreement between GVC and Patriot dated May 25, 2016 recorded in the Official Records of Mohave County as Instrument No. 2016-023500;
- (l) “**Patriot Determination Order**” means an Order issued by the US Court determining that the nature of Patriot’s interest in GVC’s property pursuant to the Patriot Agreement is a personal property interest between GVC and Patriot and not an interest in any real property owned by GVC;
- (m) “**Petitioners**” means Elevation Gold, GVC, Golden Vertex (Idaho) Corp., and Eclipse Gold Mining Corp.; and
- (n) “**SISP Order**” means the Order Made After Application (SISP Approval Order) pronounced by the Honourable Madam Justice Fitzpatrick in these CCAA proceedings on August 12, 2024.

Approval of Transaction

3. The Sale Agreement and the transaction (the “**Transaction**”) contemplated in the Sale Agreement are hereby approved, and the execution of the Sale Agreement by Elevation Gold is hereby authorized and approved, with such amendments to the Sale Agreement as Elevation Gold may agree to with the consent of the Monitor or further order of this Court, provided that such amendments do not, in the opinion of the Monitor and Maverix Metals Inc. (“**Maverix**”), each acting reasonably, materially prejudice Maverix, as secured lender of Elevation Gold and GVC. The performance by Elevation Gold and GVC of their obligations under the Sale Agreement is hereby authorized and approved, and Elevation Gold, GVC and the Monitor are hereby authorized to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the Purchased Assets.

Closing Transactions and Steps

4. Elevation Gold, GVC and the Monitor are authorized to undertake and complete the Transaction pursuant to and in the manner contemplated by the Sale Agreement. Without limiting the generality of the foregoing, upon the Monitor's receipt of written confirmation from Elevation Gold and the Purchaser that all conditions to Closing have been satisfied or waived, the Monitor is hereby authorized and directed to deliver an executed copy of a certificate substantially in the form attached as **Schedule "C"** hereto (the "**Monitor's Certificate**"), to the Purchaser's counsel in escrow. Upon the Monitor's receipt of the Purchase Price, the Monitor is hereby authorized and directed to release the Monitor's Certificate from escrow to the Purchaser. Immediately upon the release of the Monitor's Certificate to the Purchaser, the following shall occur and be deemed to occur, as applicable, in accordance with the terms and conditions of the Sale Agreement:
- (a) any Claim, Encumbrance, or Liability in respect of the Payment Obligation Agreements shall be disclaimed and deemed to form part of the GVC Residual Liabilities;
 - (b) subject to and immediately upon the Patriot Determination Order being granted and becoming a Final Order, any Claim, Encumbrance or Liability in respect of the Patriot Agreement shall be disclaimed and deemed to form part of the GVC Residual Liabilities;
 - (c) subject to and immediately upon the Nomad Determination Order being granted and becoming a Final Order, any Claim, Encumbrance or Liability in respect of the Nomad Agreement shall be disclaimed and deemed to form part of the GVC Residual Liabilities;
 - (d) as contemplated by and on the terms set out in paragraph 6 of this Order, the GVC Residual Assets shall be transferred to Elevation Gold and the GVC Residual Liabilities shall be assigned to and assumed by Elevation Gold;
 - (e) as contemplated by and on the terms set out in paragraph 6 of this Order, Elevation Gold shall sell, assign and transfer to the Purchaser, and the Purchaser shall purchase and assume from Elevation Gold, all of the right, title and interest of Elevation Gold, if any, in and to all of the Property and undertaking of Elevation Gold (other than the Excluded Assets), held for use in or relating to the Business, including, but not limited to, all right, title and interest of Elevation Gold in, to and under the following
 - (i) the GVC Shares;
 - (ii) the Business Information of the Seller, subject to Section 2.1.2 of the Sale Agreement; and
 - (iii) the assets of the Seller specifically listed in Schedule 2.1.1(c) of the Sale Agreement;

in each case free and clear of and from any Claims or Encumbrances; and

- 5 -

- (f) all equity interests (other than the GVC Shares), as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, preemptive rights, options (including stock options or share purchase or equivalent plans), or other documents or instruments governing or having been created or granted in connection with the share capital of GVC (in each case, for greater certainty, excluding the GVC Shares), shall be deemed to be cancelled for nominal consideration, in accordance with and pursuant to this Order.
5. Other than approval of the TSXV as contemplated by section 7.2(c) of the Sale Agreement, and entry of the Sale Recognition Order in the US Court, this Order shall constitute the only authorization required by Elevation Gold, GVC or the Monitor to proceed with the Transaction and, no director or shareholder approval shall be required and no authorization, approval or other action by or notice to or filing with any governmental authority or regulatory body exercising jurisdiction in respect of Elevation Gold or GVC is required for the due execution, delivery and performance by Elevation Gold, GVC or the Monitor of the Sale Agreement and the completion of the Transaction.

Vesting of Assets and Liabilities

6. Upon the Monitor releasing the Monitor's Certificate to the Purchaser, as contemplated by paragraph 4 of this Order, the following shall occur, all in accordance with the terms and conditions of the Sale Agreement:
- (a) the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser in fee simple, free and clear of and from any Claims or Encumbrances, which shall be expunged and discharged as against the Purchased Assets;
 - (b) GVC shall retain all of the GVC Retained Liabilities and the GVC Retained Assets free and clear of the GVC Residual Liabilities and any other Claims or Encumbrances (other than Claims or Encumbrances in connection with the GVC Retained Liabilities), which shall be vested out, expunged and discharged as against the GVC Retained Assets, and for greater certainty, any interest any of the counterparties to the Payment Obligation Agreements may have in the Moss Mine or the GVC Retained Assets is hereby vested out, expunged and discharged;
 - (c) subject to and immediately upon the Patriot Determination Order being granted and becoming a Final Order, any interest Patriot may have in the Moss Mine or the GVC Retained Assets is hereby vested out, expunged and discharged;
 - (d) subject to and immediately upon the Nomad Determination Order being granted and becoming a Final Order, any interest Nomad may have in the Moss Mine or the GVC Retained Assets is hereby vested out, expunged and discharged;
 - (e) all of GVC's right, title and interest in and to the GVC Residual Assets shall vest absolutely and exclusively in the name of Elevation Gold and all Claims and Encumbrances attached to the GVC Residual Assets shall continue to attach to the GVC Residual Assets with the same nature and priority as they had immediately prior to their transfer;

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- (f) all GVC Residual Liabilities shall vest absolutely and exclusively in the name of Elevation Gold and shall become obligations of Elevation Gold and cease to be obligations of GVC, and GVC shall be forever released and discharged from the GVC Residual Liabilities and any and all obligations pursuant thereto, and any and all Claims or Encumbrances securing the GVC Residual Liabilities shall be forever released and discharged in respect of GVC and the GVC Retained Assets, provided that nothing in this Order shall be deemed to cancel the GVC Retained Liabilities;
 - (g) the commencement or prosecution, whether directly, indirectly, derivatively or otherwise, of any demands, claims, actions, counterclaims, suits, judgments, or other remedy or recovery with respect to any indebtedness, liability, obligation or cause of action against GVC in respect of the GVC Residual Liabilities or the GVC Residual Assets, shall be permanently enjoined, waived, discharged, released, cancelled and barred;
 - (h) the nature of the GVC Retained Assets and the GVC Retained Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Sale Agreement or the steps and actions taken in accordance with the terms thereof;
 - (i) the nature and priority of the GVC Residual Liabilities assumed by Elevation Gold, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer and assignment to and assumption by Elevation Gold; and
 - (j) any Person that, prior to the Closing Date, had a valid Claim or Encumbrance against GVC or the GVC Retained Assets in respect of the GVC Residual Liabilities shall no longer have such Claim or Encumbrance against GVC or the GVC Retained Assets, but will have an equivalent Claim or Encumbrance against Elevation Gold (including without limitation, in respect of any Property of Elevation Gold) in respect of the GVC Residual Liabilities from and after the Closing Date in its place and stead, and nothing in this Order limits, lessens or extinguishes the GVC Residual Liabilities as against Elevation Gold.
7. Upon delivery by the Monitor to the Purchaser of the Monitor's Certificate, GVC shall cease to be a Petitioner in these proceedings and shall be deemed to be released from the purview of all orders of this Court granted in these proceedings, save and except for this Order, and the style of cause shall be amended accordingly.
8. Upon the filing of a certified copy of this Order with any governmental authorities (collectively, "**Governmental Authorities**"), together with any applicable registration fees, all such Governmental Authorities are hereby authorized, requested and directed to accept delivery of such certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required in order to give effect to the terms of this Order and the Sale Agreement.
9. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms

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of this Order and the Sale Agreement. Presentment of a certified copy of this Order shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations such that the Purchased Assets and the GVC Retained Assets shall be free from all Encumbrances. The Purchaser shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances as contemplated herein.

10. For the purposes of determining the nature and priority of Claims or Encumbrances against the Purchased Assets or the GVC Retained Assets, as the case may be, the net proceeds from the sale of the Purchased Assets and the GVC Retained Assets shall stand in the place and stead of the Purchased Assets and the GVC Retained Assets, as applicable, and from and after the date of release of the Monitor's Certificate from escrow, all Claims and Encumbrances on any of the Purchased Assets and the GVC Retained Assets, shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets or the GVC Retained Assets, as applicable, immediately prior to the sale, as if the Purchased Assets and the GVC Retained Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
11. Notwithstanding anything to the contrary in this Order, this Court specifically makes no finding as to whether the interests of Patriot or Nomad are interests in real property or in relation to the Adversary Claims, and any interests, rights, or related claims asserted by Patriot or Nomad against the Petitioners in the Adversary Claims shall not be affected by this Court's approval of the Sale Agreement or the Transaction, and shall be adjudicated in the Chapter 15 Court and, where appropriate, any other federal or state U.S. courts. This Order is without prejudice to the determination by the United States Bankruptcy Court for the District of Arizona of (i) whether the interests of Patriot or Nomad are interests in real property or (ii) the Adversary Claims, including with respect to the positions of all parties.
12. The Monitor is hereby authorized and directed, as soon as reasonably practicable following the release of the Monitor's Certificate from escrow, to file with the Court a copy of the Monitor's Certificate and, following the Monitor's receipt thereof, serve the filed copy of the Monitor's Certificate, upon the Service List maintained by the Monitor in these CCAA proceedings.

Releases

13. Effective immediately upon the release from escrow of the Monitor's Certificate, the present and former directors and officers of the Petitioners (collectively, inclusive of any and all de facto and de jure directors and officers, the "**Directors and Officers**"), in their respective capacities as directors or officers, as the case may be, of the applicable Petitioners, are hereby forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction,

dealing or other occurrence existing or taking place prior to the filing of the Monitor's Certificate in connection with (i) the sale and investment solicitation process undertaken by the Petitioners before the commencement of these proceedings, (ii) the Petitioners' decision to commence these proceedings, (iii) these proceedings or the administration and management of the Petitioners during the course of these proceedings, (iv) the Transaction, or (v) anything done pursuant to the terms of this Order (collectively, the "**Released D&O Claims**"), which Released D&O Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Directors and Officers, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim for gross negligence or wilful misconduct or any claim that is not permitted to be released pursuant to Section 5.1(2) of the CCAA.

14. Notwithstanding paragraph 13 of this Order, any Released D&O Claims that are covered by an applicable insurance policy of the Petitioners and only to the extent of any such available insurance (each an "**Insured Claim**"), shall not be compromised, released, discharged, cancelled or barred by this Order, and any person having an Insured Claim shall be irrevocably limited to recovery in respect of such Insured Claim solely from the proceeds of the applicable insurance policies, and persons with Insured Claims shall have no right to, and shall not, directly or indirectly, seek any recoveries in respect thereof from the Petitioners or the Directors and Officers, other than enforcing such person's rights to be paid by the applicable insurer(s) from the proceeds of the applicable insurance policies. For greater clarity, if no insurance is available to cover a Released D&O Claim, such claim shall be a Released D&O Claim.
15. Effective immediately upon the release from escrow of the Monitor's Certificate, (i) the Petitioners' employees, legal counsel and advisors, and (ii) the Monitor and its legal counsel, and their respective present and former directors, officers, partners, employees, and advisors (the persons listed in (i) and (ii) being collectively, the "**Released Parties**") are hereby forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to the filing of the Monitor's Certificate in connection with (i) these proceedings or the administration and management of the Petitioners during the course of these proceedings, (ii) the Transaction, or (iii) anything done pursuant to the terms of this Order (collectively, the "**Released Claims**"), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, and are not vested nor transferred to any of the Petitioners or to any other entity and are extinguished, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim for gross negligence or wilful misconduct.
16. Effective immediately upon the release from escrow of the Monitor's Certificate, (i) the directors, officers, employees, legal counsel and advisors of INFOR Financial Inc.

(“INFOR”), and (ii) INFOR in its capacity as Sales Agent (as defined in the ARIO) (the persons listed in (i) and (ii) being collectively, the “Sales Agent Released Parties”) shall be deemed to be forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to the issuance of the Monitor’s Certificate in connection with the Transaction or the SISP (as defined in the SISP Order) or completed pursuant to the terms of this Order (collectively, the “Sales Agent Released Claims”), which Sales Agent Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled, barred and extinguished as against the Sales Agent Released Parties, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim for gross negligence or wilful misconduct.

Miscellaneous

17. Pursuant to Section 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* or Section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, Elevation Gold and the Monitor are hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in Elevation Gold’s and GVC’s records pertaining to Elevation Gold’s and GVC’s past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by Elevation Gold and GVC.
18. Subject to the terms of the Sale Agreement, possession of the Purchased Assets shall be delivered by Elevation Gold to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement).
19. Elevation Gold, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court, provided that an extension of greater than 30 days shall not be agreed to without the consent of the Monitor and Maverix Metals Inc., each acting reasonably.
20. Notwithstanding:
 - (a) these CCAA proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued or made pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3 (the “BIA”) in respect of Elevation Gold, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made by or in respect of Elevation Gold; and

(d) the provisions of any federal or provincial statute,

the execution of the Sale Agreement, the implementation of the Transaction, the vesting of the Purchased Assets in the Purchaser, the vesting of the GVC Residual Assets and the GVC Residual Liabilities in Elevation Gold, and the retention by GVC of the GVC Retained Assets and the GVC Retained Liabilities pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Elevation Gold and shall not be void or voidable by creditors of Elevation Gold or GVC, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

- 21. Elevation Gold, GVC and the Monitor shall each be at liberty to apply for further advice, assistance and direction as may be necessary or desirable in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing
- 22. THIS COURT HEREBY REQUESTS the aid and recognition of other Canadian and foreign courts, tribunals, and regulatory or administrative bodies having jurisdiction in Canada or in the United States of America, including the United States Bankruptcy Court for the District of Arizona overseeing the Petitioners' proceedings under Chapter 15 jointly administered in Case No. 2:24-bk-06359 or in any other foreign jurisdiction, to give effect to this Order and to assist the Petitioners, the Monitor, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioners and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Petitioners and the Monitor and their respective agents in carrying out the terms of this Order.
- 23. Endorsement of this Order by counsel appearing on this Application other than counsel for the Petitioners is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

BY THE COURT

REGISTRAR

ENDORSEMENTS ATTACHED

Kirby
CHECKED
MF



FOR Alexis Teasdale
Lawyer for the Petitioners, Elevation Gold
Mining Corporation, Golden Vertex Corp.,
Golden Vertex (Idaho) Corp. and Eclipse Gold
Mining Corporation

By the Court.

Registrar

MR

SCHEDULE "A"

List of Counsel

Name of Counsel	Party Representing
Kibben Jackson	KSV Restructuring Inc., the Monitor
David Bish	Triple Flag Precious Metals Corp. Maverix Metals Inc.
Lance Williams Ashley Bowron	Patriot Gold Corp.
Timothy Pinos	Nomad Royalty Company Limited
Robin Schwill	EG Acquisition LLC

SCHEDULE "B"**Specific Encumbrances**

1. All Claims and Encumbrances associated with or arising from the following Payment Obligation Agreements:
 - (a) Finder's Agreement Moss Mine, dated March 4, 2011, by and among Northern Vertex, Capital Inc., (now known as Elevation Gold Mining Corp.), and Hartmut W. Baitis, Robert B. Hawkins, and Larry L. Lackey, Memorandum of Agreement recorded in the Official Records of Mohave County on January 11, 2012 as Fee# 2012001400.
 - (b) Silver Purchase and Sale Agreement (Streaming Agreement), dated December 5, 2018, by and among Maverix Metals Inc., Golden Vertex Corp. and Northern Vertex Mining Corp (now known as Elevation Gold Mining Corporation), as amended by that certain First Amendment to Silver Purchase and Sale Agreement dated July 30, 2019, as amended by that certain Second Amendment to the Silver Purchase and Sale Agreement, dated May 15, 2023, and as further amended by that certain Reaffirmation and Third Amendment to Silver Purchase and Sale Agreement, dated April 4, 2024.
 - (c) Loan Agreement, dated August 15, 2022 by and among Elevation Gold Mining Corporation and Maverix Metals Inc., as amended by that certain First Amendment to Loan Agreement, dated January 18, 2023, as further amended by that certain Amended and Restated Loan Agreement, dated May 15, 2023, as further amended by that certain Second Amended and Restated Loan Agreement, dated December 15, 2023, as further amended by that certain Third Amended and Restated Loan Agreement, dated March 15, 2024.
 - (d) Promissory Note, dated September 25, 2023 by and among Elevation Gold Mining Corporation and Maverix Metals Inc., as amended and restated by the following amended and restated promissory notes, each by and among Elevation Gold Mining Corporation and Maverix Metals Inc.:
 - (i) Amended and Restated Promissory Note dated October 25, 2023;
 - (ii) Amended and Restated Promissory Note dated November 21, 2023;
 - (iii) Amended and Restated Promissory Note dated December 1, 2023;
 - (iv) Amended and Restated Promissory Note dated January 15, 2024;
 - (v) Amended and Restated Promissory Note dated January 29, 2024;
 - (vi) Amended and Restated Promissory Note dated February 9, 2024;
 - (vii) Amended and Restated Promissory Note dated February 16, 2024;

- 14 -

- (viii) Amended and Restated Promissory Note dated February 29, 2024;
 - (ix) Amended and Restated Promissory Note dated March 27, 2024;
 - (x) Amended and Restated Promissory Note dated April 29, 2024;
 - (xi) Amended and Restated Promissory Note dated May 24, 2024; and
 - (xii) Amended and Restated Promissory Note dated June 28, 2024.
- (e) Reaffirmation and Amendment to Pledge and Security Agreement, dated January 29, 2024 between Golden Vertex Corp. and Maverix Metals Inc.
 - (f) Amendment to Deed of Trust, Assignment of Production, Leases and Rents, Security Agreement, Financing Statement, dated January 29, 2024, granted by Golden Vertex Corp. in favour of Chicago Title Insurance Company as trustee, for the benefit of Maverix Metals Inc.
 - (g) Demand Promissory Note dated February 26, 2024, by and among Golden Vertex Corp. and Maverix Metals Inc.
 - (h) Pledge and Security Agreement, dated as of February 26, 2024, made by Golden Vertex Corp. in favour of Maverix Metals Inc.
 - (i) Deed of Trust Production, Leases and Rents, Security Agreement, Fixture Filing and Financing Statement, dated as of February 26, 2024, granted by Golden Vertex Corp. for the benefit of Maverix Metals Inc.
 - (j) Multiple Advance Promissory Note in the amount of up to \$2,869,000, dated February 18, 2020, by and among Golden Vertex Corp. and Mohave Electric Cooperative, Incorporated and all related security.

SCHEDULE "C"

No. S - 245121
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

AND

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

AND

IN THE MATTER OF ELEVATION GOLD MINING CORPORATION,
ECLIPSE GOLD MINING CORPORATION, GOLDEN VERTEX CORP.
and GOLDEN VERTEX (IDAHO) CORP.

PETITIONERS

MONITOR'S CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Madam Justice Fitzpatrick of the Supreme Court of British Columbia (the "**Court**") dated August 1, 2024, the Petitioners commenced proceedings pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended and KSV Restructuring Inc. was appointed as monitor of the Petitioners (in such capacity, the "**Monitor**") in those proceedings.
- B. Pursuant to an Order of the Court dated December 17, 2024 (the "**Approval and Vesting Order**"), the Court approved an Agreement of Purchase and Sale dated December 3, 2024 (the "**Sale Agreement**") between Elevation Gold Mining Corporation as the "**Seller**" and EG Acquisition LLC as the "**Purchaser**", and the transaction contemplated thereby.
- C. Pursuant to the Approval and Vesting Order, certain steps, declarations, actions and other occurrences, including, among other things, the vesting of certain assets, Claims, Encumbrances and Liabilities, and the granting of releases, are to become effective upon: (i) the delivery by the Monitor, of this Monitor's Certificate to the Purchaser's counsel in escrow; and (ii) the release of this Monitor's Certificate from escrow upon the Monitor's receipt of the Purchase Price.
- D. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Approval and Vesting Order or the Sale Agreement, as applicable.

THE MONITOR CERTIFIES the following:

1. The Seller has provided written confirmation to the Monitor, pursuant to Section 2.3.3 of the Sale Agreement, that all conditions to Closing as set out in Article 7 of the Sale Agreement have been satisfied or waived.
2. The Purchaser has provided written confirmation to the Monitor, pursuant to Section 2.3.3 of the Sale Agreement, that all conditions to Closing as set out in Article 7 of the Sale Agreement have been satisfied or waived.
3. The Monitor has received the amount referred to in Section 2.2.1 of the Sale Agreement.
4. The Monitor will file, as soon as practicable, a copy of this Monitor's Certificate with the Court and provide evidence of such filing to the Purchaser.

DATED at the City of _____, in the Province of _____, this ____ day of _____, 202_

KSV Restructuring Inc., in its capacity as Monitor, and not in its personal capacity.

Per: _____
Name:
Title:

EXHIBIT B



No. S - 245121
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

AND

IN THE MATTER OF THE BUSINESS CORPORATIONS ACT, S.B.C. 2002, c. 57

AND

IN THE MATTER OF ELEVATION GOLD MINING CORPORATION,
ECLIPSE GOLD MINING CORPORATION, GOLDEN VERTEX CORP.
and GOLDEN VERTEX (IDAHO) CORP.

PETITIONERS

ORDER MADE AFTER APPLICATION

(Distribution Order)

BEFORE THE HONOURABLE)
MADAM JUSTICE FITZPATRCK) December 17, 2024

ON THE APPLICATION of Elevation Gold Mining Corporation ("**Elevation Gold**") and Golden Vertex Corp. ("**GVC**") coming on for hearing at Vancouver, British Columbia, on this day; AND ON HEARING Alexis Teasdale, counsel for the Petitioners, and those other counsel listed on Schedule "A" hereto; AND UPON READING the material filed, including the Sixth Affidavit of Tim Swendseid, sworn December 3, 2024, the Confidential Seventh Affidavit of Tim Swendseid, sworn December 3, 2024 and the Fourth Report of KSV Restructuring Inc. (the "**Monitor**"), dated December 3, 2024; AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "**CCAA**"), the British Columbia *Supreme Court Civil Rules*, and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

1. The time for service of the Notice of Application for this order and the supporting materials is hereby abridged and this application is properly returnable today, and service upon any interested party other than those parties on the service list maintained in these proceedings is hereby dispensed with.

DEFINED TERMS

2. Capitalized terms used but not otherwise defined in this order shall have the meanings given to them in the Approval and Vesting Order granted herein on December 17, 2024 (the "AVO").

DISTRIBUTION

3. Provided that no creditor provides written notice to the Monitor (each, a "**Written Notice of Priority Claim**"), within 30 days following the date on which the Monitor's Certificate is filed herein (the "**Hold Period**"), asserting that it has a claim ranking in priority to Maverix's interest in the Purchased Assets (a "**Priority Claim**"), the Monitor is hereby authorized and directed to distribute the net proceeds of the sale of the Purchased Assets (the "**Sale Proceeds**") to Maverix Metals Inc. ("**Maverix**"), subject to the Monitor holding back sufficient proceeds to satisfy any obligations which may be incurred by the Petitioners through to the conclusion of these proceedings, including to pay any professional fees secured under the Administration Charge (as defined in the Amended and Restated Initial Order of this court made herein on August 12, 2024), as the Monitor deems appropriate, in its sole discretion.
4. If the Monitor receives one or more Written Notices of Priority Claim within the Hold Period, the Monitor may nevertheless distribute the Sale Proceeds to Maverix after the Hold Period provided that the Monitor at all times retains sufficient of the Sale Proceeds to pay the full amount of any unresolved Priority Claims pending the resolution thereof, whether by settlement or order of this Court or the US Court (as defined below).
5. Notwithstanding:
 - (a) the pendency of these CCAA proceedings;
 - (b) any application for a bankruptcy or receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**") or other applicable legislation in respect of the Petitioners and any bankruptcy or receivership order issued pursuant to such applications;
 - (c) any assignment in bankruptcy made in respect of the Petitioners; and
 - (d) any provision of any federal or provincial legislation,

any distributions authorized hereby shall be made free and clear of all Claims and Encumbrances and shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Petitioners and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

- 6. The Monitor and/or any of the Petitioners are hereby authorized to take all necessary actions to effect the distributions in accordance with the provisions of this Order, and shall not incur any liability as a result of making such distributions.

GENERAL

- 7. Endorsement of this Order by counsel appearing on this application other than counsel for the Petitioners is hereby dispensed with.
- 8. THIS COURT REQUESTS the aid and recognition of other Canadian and foreign courts, tribunals, and regulatory or administrative bodies having jurisdiction in Canada or in the United States of America, including the United States Bankruptcy Court (the “US Court”) overseeing the Petitioners’ proceedings under Chapter 15 jointly administered in Case No. 2:24-bk-06359 or in any other foreign jurisdiction, to give effect to this Order and to assist the Petitioners, the Monitor, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioners and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Petitioners and the Monitor and their respective agents in carrying out the terms of this Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of Alexis Teasdale
 Party Lawyer for the Petitioners



BY THE COURT

REGISTRAR



Schedule "A"**List of Counsel**

Name of Counsel	Party Representing
Kibben Jackson Mishaal Gill	KSV Restructuring Inc., the Monitor
David Bish	Triple Flag Precious Metals Corp. Maverix Metals Inc.
Lance Williams Ashley Bowron	Patriot Gold Corp.
Timothy Pinos	Nomad Royalty Company Limited
Robin Schwill	EG Acquisition LLC

This is **Exhibit "C"** referred to in **Affidavit #2** of **Susan Danielisz**, sworn before me at Vancouver, British Columbia, this 11th day of February, 2025.



A Commissioner for taking Affidavits
for British Columbia

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QUARLES & BRADY LLP
Renaissance One
Two North Central Avenue
Phoenix, Arizona 85004-2391
Telephone 602.229.5200

John A. Harris, Esq. (#014459)
john.harris@quarles.com
Anthony F. Pusateri, Esq. (#036206)
anthony.pusateri@quarles.com
Dallin B. Hendricks, Esq. (#037954)
dallin.hendricks@quarles.com

Attorneys for Patriot Gold Corp.

SNELL & WILMER L.L.P.
One East Washington Street
Suite 2700
Phoenix, AZ 85004
Telephone: 602.382.6000
Facsimile: 602.382.6070

Bryce A. Suzuki (#022721)
bsuzuki@swlaw.com
James G. Florentine (#034058)
jflorentine@swlaw.com

Attorneys for Nomad Royalty Company Ltd.

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

In re:

ELEVATION GOLD MINING
CORPORATION, et al.,

Debtor in a Foreign Proceeding.

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

**PATRIOT GOLD’S AND NOMAD’S
JOINT: (A) NOTICE OF LODGING
PROPOSED ORDER RECOGNIZING
CANADIAN SALE ORDER; AND (B)
OBJECTION TO ALTERNATIVE
PROPOSED ORDER LODGED BY
MONITOR**

**Hearing Date: December 27, 2024
Hearing Time: 11:00 a.m.**

This Joint Notice and Objection (the “**Notice**”) is filed jointly by Patriot Gold Corporation (“**Patriot Gold**”) and Nomad Royalty Company, Ltd. (“**Nomad**” and, collectively with Patriot Gold, the “**Royalty Holders**”). On December 23, 2024, the Court held a hearing on the *Motion For Recognition And Enforcement Of Canadian Sale And Distribution Order* [Dkt. 110] (the “**Recognition Motion**”) filed by KSV Restructuring

1 Inc. (the “**Monitor**”) requesting recognition by this Court of a sale and reverse vesting
2 Order (the “**Canadian Sale Order**”) and a related distribution order (the “**Canadian**
3 **Distribution Order**”) which were entered by the Canadian Insolvency Court (the
4 “**Canadian Court**”) in the pending Canadian insolvency proceeding involving the
5 Chapter 15 Debtors. Both Patriot Gold and Nomad filed objections to the Monitor’s
6 Recognition Motion. *See* Dkt. 138 and 139. At the conclusion of the December 23 hearing,
7 the Court ruled that it would grant the Monitor’s Motion under the conditions described at
8 the hearing, and directed the parties to confer and attempt to agree on a form of order.

9 On the afternoon of December 23, 2024, the Royalty Holders sent a proposed form
10 of order to the Monitor, and the Monitor sent its own proposed form of order to the Royalty
11 Holders. In accordance with the Court’s direction, on the morning of December 24, 2024
12 the Royalty Holders sent the Monitor a revised form of their order which incorporated
13 points from the Monitor’s proposed form. The Monitor did not respond to the Royalty
14 Holder’s revised form, nor did the Monitor attempt to call, e-mail, or contact the Royalty
15 Holders to discuss a possible agreed form. Rather, with no prior notice to or contact with
16 the Royalty Holders, the Monitor went ahead and filed its form of proposed order with the
17 Court in the afternoon of December 24. *See Notice of Lodging Order Recognizing and*
18 *Enforcing Canadian Sale and Distribution Orders* [Dkt. 142].

19 Counsel for Nomad and Patriot conferred with Monitor’s counsel and a
20 representative of the Monitor this afternoon, and although at least one consensual change
21 to the proposed form of order was made, the parties were unable to agree on a stipulated
22 form of order.

23 As discussed below, the proposed form of order submitted by the Monitor (the
24 “**Monitor’s Proposed Order**”) is not consistent with the Court’s rulings and directives at
25 the December 23 hearing, or with the Monitor’s own representations to the Court at the
26 hearing, and it should not be entered. In light of the Monitor’s conduct, the Royalty
27 Holders are submitting their own proposed order, a copy of which is attached hereto as
28

1 **Exhibit 1** (the “**Royalty Holders’ Proposed Order**”).¹ The Royalty Holders ask that the
2 Court enter their Proposed Order rather than the Monitor’s Proposed Order.

3 **I. THE ROYALTY HOLDERS’ PROPOSED ORDER IS CONSISTENT WITH**
4 **COURT’S RULINGS AND DIRECTIVES AT THE DECEMBER 23 HEARING**
5 **AND SHOULD BE ENTERED BY THE COURT.**

6 At the December 23 hearing, the Court stated that “I want to have a very short order
7 that just says, ‘Before me is a request to approve the order entered by the bankruptcy,
8 Canadian bankruptcy court entered on December 19, 2024, and it is approved based on
9 the following conditions.’ Boom 1, 2, 3.” See December 23, 2024 hearing audio transcript
10 [Dkt. 140] (“**Audio Transcript**”) at 52:10. The conditions that the Court directed were to
11 be included in the order are:

12 (a) That no asserted rights, claims, or interests of the Royalty Holders under
13 their respective royalty deeds or agreements will be altered or affected by the recognition
14 order, including a reference to the same qualification contained in the Canadian Sale
15 Order, and that the pending Adversary Proceedings filed by the Royalty Holders would be
16 unaffected and remain pending before this Court. See Audio Transcript at 50:30.

17 (b) That the “GVC Residual Assets” transferred from GVC to Elevation under
18 the Canadian Sale Order will be segregated and preserved pending this Court’s
19 determinations and orders regarding the Royalty Holders’ claims and interests regarding
20 such property. Audio Transcript at 48:05, 49:59. The Monitor’s counsel represented to the
21 Court that this provision was acceptable to the Monitor. See Audio Transcript at 46:02
22 (emphasis added): (Mr. Coleman: “The Monitor is agreeing to give them a provisional
23 remedy. All they need to do is to provide a notice. Then it [the GVC Residual Assets] will
24 be held and it won’t go anywhere until Your Honor resolves the underlying dispute.”).²

25 ¹ Unless specifically defined herein, capitalized defined terms used in this Notice will have
26 the same meanings as defined in the Royalty Holders’ Proposed Order.

27 ² In addition to the Court’s directive that the GVC Residual Assets be preserved
28 pending its final determinations and orders regarding the Royalty Holders’ claims to such
property, such segregation and preservation of funds subject to competing claims is a basic
requirement for disputed fund in bankruptcy. See, e.g., *In re PBR Commc’ns Sys, Inc.*, 172

1 (c) That any third-party releases approved in the Canadian Sale Order will not
2 be operative in the United States to limit potential claims by the Royalty Holders against
3 third parties. *See* Audio Transcript at 22:35, 55:30.

4 In addition to the above points, the Royalty Holders requested that with respect to
5 the Adversary Proceedings, a statement be included in the order that jurisdictional or other
6 arguments or claims that may be asserted as a result of the transactions approved in the
7 Canadian Sale Order are reserved. *See* Audio Transcript at 54:30, 56:30.

8 The Royalty Holders' Proposed Order tracks specifically the Court's direction
9 concerning the terms of the recognition order. It is short, it recognizes the Canadian Sale
10 Order, and it includes the specific qualifications which the Court held are to be included
11 in the order. In addition, the Royalty Holders have also included certain jurisdictional
12 findings and notice provisions in their form of order that were proposed by the Monitor.
13 The Royalty Holders request that the Court enter the Royalty Holder's Proposed Order.

14 In contrast, the Monitor's Proposed Order clearly is not consistent with the Court's
15 rulings at the December 23 hearing, and should not be entered by the Court. Rather, the
16 Monitor attempts in its alternative proposed order to significantly change or exclude the
17 qualifications directed by the Court and/agreed to by the Monitor at the hearing. The
18 Monitor's Proposed Order also includes findings which were not made by the Court at the
19 hearing. By way of example:

20
21 _____
22 B.R. 132, 134 (Bankr. S.D. Fla 1994) (the proceeds from a bankruptcy sale, which were
23 subject to competing claims, "are being held by the Debtor pending determination of
24 Jefferson Bank's rights."); *In re Ashley River Consulting, LLC*, 2015 WL 4186130, at * 8
25 (Bankr. S.D.N.Y. 2015) ("the Court is not resolving any party's entitlement to distributions
26 of sale proceeds at this time. If a sale of the Marina Property is successful, proceeds of the
27 sale will be held in escrow pending a later determination of how they will be distributed
28 pursuant to a confirme[d] chapter 11 plan . . ."); *In re Halmar Distributions, Inc.*, 232 B.R.
18, 27 (Bankr. D. Mass 1999) ("In this case, the Bank collected the proceeds of the sale of
Halmar and Ralar goods through the escrow account which was being held pending a
determination of GE's rights in the proceeds."); *In re Mammola*, 2015 WL 1636788, at *6
(Bankr. D. Mass) (court directed Chapter 11 trustee to hold proceeds from a sale pending
determination of competing claims against the proceeds).

- 1 • The Monitor includes findings by the Court that were not made at the
2 hearing and are not supported by the evidence considered by the Court. *See*
3 Monitor's Proposed Order, findings at Paragraphs F and G.
- 4 • The Monitor includes a finding that states that Patriot and Nomad each only
5 claim a 3% interest in GVC's existing cash and accounts receivable. *See*
6 Monitor's Proposed Order, findings at Paragraph H. This is not correct.
7 Based on GVC's wrongful retention and conversion of royalty payments
8 owned by Patriot and Nomad to date, they each hold and assert claims
9 against and/or interests in all of GVC's cash and accounts receivable.
- 10 • Contrary to the Court's ruling that (i) no asserted rights, claims, or interests
11 of the Royalty Holders will be altered or affected by the recognition order,
12 and (ii) the "GVC Residual Assets" transferred from GVC to Elevation
13 under the Canadian Sale Order will be segregated and preserved pending
14 this Court's determinations and orders regarding the Royalty Holders'
15 claims and interests regarding such property, the Monitor includes a
16 provision that would exclude most of such assets (specifically, 94%) from
17 these restrictions, and would allow distribution of most of these assets
18 (specifically, 94%) *before* this Court rules on the Royalty Holders' asserted
19 claims and interests. In this regard, Paragraph 1(c) of the Monitor's
20 Proposed Order states (emphasis supplied):

21 c. Elevation Gold shall withhold from any distribution of
22 the cash balances and accounts receivable included in the Residual
23 Assets and shall segregate **an amount equal to 6% of cash balances
24 and accounts receivable included in the Residual Assets** (the
25 combined total of Patriot's and Nomad's alleged mineral interests) as
of 5:00 PM M.S.T. on the date of this Order until further order of this
Court.

26 Under these circumstances, it is clear that the Court should enter the Royalty
27 Holders' Proposed Order and reject the Monitor's Proposed Order.

28

1 **II. CONCLUSION.**

2 For all of the foregoing reasons, the Royalty Holders respectfully request that:

3 A. The Court enter the Royalty Holders' Proposed Order; and

4 B. The Court grant the Royalty Holders such other and further relief as is
5 appropriate under the facts of this Chapter 15 Case.

6 DATED this 26th day of December, 2024.

7 QUARLES & BRADY LLP
8 Renaissance One
9 Two North Central Avenue
Phoenix, AZ 85004-2391

10 By /s/ John A. Harris

11 John A. Harris
12 Anthony F. Pusateri
13 Dallin B. Hendricks

14 Attorneys for Patriot Gold Corp.

15 SNELL & WILMER L.L.P.
16 One E. Washington Street, Suite 2700
17 Phoenix, AZ 85004

18 By /s/ Bryce A. Suzuki

19 Bryce A. Suzuki
20 James G. Florentine

21 Attorneys for Nomad Royalty Company Ltd.

22 COPIES of the foregoing served by
23 ECF filing system this 26th day of December,
2024, to:

24 Anthony W. Austin
25 Tyler Carlton
26 Stacy Porche
27 FENNEMORE CRAIG, P.C.
28 2394 E. Camelback Road, Suite 600
Phoenix, Arizona 85016
Email: aaustin@fennemorelaw.com
Email: tcarlton@fennemorelaw.com
Email: sporche@fennemorelaw.com
Attorneys for Debtor Golden Vertex Corporation

1 William L. Roberts
2 LAWSON LUNDELL LLP
3 1600 - 925 West Georgia Street
4 VANCOUVER V6C 3L2 BC
5 Email: wroberts@lawsonlundell.com
6 Robert M. Charles, Jr.
7 LEWIS ROCA ROTHGERBER CHRISTIE LLP
8 1 South Church Avenue, Suite 2000
9 Tucson, AZ 85701-1611
10 Email: rcharles@lewisroca.com
11 -and-
12 Ken Coleman
13 2628 Broadway
14 New York, NY 10025
15 Email: ken@kencoleman.us
16 Attorneys for KSV Restructuring, Inc.,
17 as Monitor and Foreign Representative
18
19 Bradley Cosman
20 PERKINS COIE LLP
21 2525 E. Camelback Road, Suite 500
22 Phoenix, AZ 85016
23 Email: BCosman@perkinscoie.com
24 -and-
25 Amir Gamliel
26 PERKINS COIE LLP
27 1888 Century Park E., Suite 1700
28 Los Angeles, CA 90067-1721
Email: AGamliel@perkinscoie.com
Attorneys for Maverix Metals Inc.
Jeffrey Charles Whitley
WHITLEY LEGAL GROUP, P.C.
17550 N. Perimeter Dr., Ste 100
Scottsdale, AZ 85255
Email: jeff@whitleylegalgroup.com
Attorney for Hartmut Bartis, Larry Lackey,
and Robert B. Hawkins
Paul A. Loucks
DECONCINI MCDONALD
YETWIN & LACY, P.C.
2525 E. Broadway Blvd., Ste. 200
Tucson, AZ 85716
Email: ploucks@dmyl.com
Patrick A. Clisham
Michael P. Rolland
ENGELMAN BERGER, PC
2800 N. Central Avenue, Suite 1200
Phoenix, AZ 85004
Email: drm@eblawyers.com
Email: mpr@eblawyers.com
Attorneys for Mohave Electrical Cooperative

1 Larry L. Watson
2 OFFICE OF THE U.S. TRUSTEE
3 230 N. First Avenue, Suite 204
4 Phoenix, AZ 85003
5 Email: larry.watson@usdoj.gov
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Exhibit 1

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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA**

In re:

Elevation Gold Mining Corporation, *et al.*,

Debtor in a Foreign Proceeding.

Chapter 15

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

(Jointly Administered)

**ORDER RECOGNIZING AND
ENFORCING CANADIAN SALE
ORDER AND DISTRIBUTION ORDER**

This matter came before the Court pursuant to the *Motion For Recognition And Enforcement Of Canadian Sale And Distribution Order* [Dkt. 110] (the “**Recognition Motion**”) filed in the above-captioned Chapter 15 cases (collectively, the “**Chapter 15 Case**”) by KSV Restructuring Inc. in its capacity as the Monitor (the “**Monitor**”) for the Chapter 15 Debtors in the Chapter 15 Case (collectively, the “**Debtors**”). In the Recognition Motion, the Monitor requests that this Court recognize, give full force and effect to, and make binding on all United States assets and United States creditors of the Debtors: (a) a sale and reverse vesting order (the “**Canadian Sale Order**”) entered by the Canadian Insolvency Court (the “**Canadian Court**”) in the pending Canadian insolvency proceeding involving the Debtors (the “**Canadian Proceeding**”); and (b) a distribution order entered by the Canadian Court in the Canadian Proceeding (the “**Canadian Distribution Order**” and, collectively with the Canadian Sale Order, the “**Canadian Orders**”). A copy of the Canadian Sale Order is attached to this Order as **Exhibit 1** and a

1 copy of the Canadian Distribution Order is attached hereto as **Exhibit 2**.¹

2 Objections (collectively, the “**Objections**”) to the Recognition Motion were
 3 filed by Patriot Gold Corporation (“**Patriot**”) [Dkt. #139] and Nomad Royalty
 4 Company Limited (“**Nomad**”) [Dkt. #138]. (Patriot and Nomad are referred to herein
 5 collectively as the “**Royalty Holders**”.) The Court held a hearing on the Recognition
 6 Motion on December 23, 2024 (the “**Hearing**”).

7 After consideration of the Motion, the documents submitted by the Monitor in
 8 support thereof, the Objections, the other pleadings and documents submitted to the Court
 9 in regard to the Motion, the arguments of counsel presented at the Hearing, and the entire
 10 record before the Court regarding this matter, the Court finds and concludes as follows:

11 (A) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and
 12 1334 and 11 U.S.C. § 1501;

13 (B) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P);

14 (C) venue is proper in this District pursuant to 28 U.S.C. § 1410;

15 (D) the Monitor has given appropriate, sufficient and timely notice of the
 16 Motion;

17 (E) the Court has the authority to grant the requested relief under 11 U.S.C. §§ 1507
 18 and 1521; and

19 (F) there is good cause for the entry of this Order for the reasons stated by the Court
 20 on the record at the Hearing.

21 **NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:**

22 1. The Motion is hereby **GRANTED** as and to the extent provided in this
 23 Order.

24 2. Except as provided in this Order, the Objections filed by Patriot and Nomad
 25 are otherwise overruled.

26 _____
 27 ¹ Unless specifically defined herein, capitalized defined terms used in this Order will have
 28 the same meanings as defined in the Canadian Sale Order and/or the Distribution Order, as
 applicable.

1 3. The Canadian Orders are approved, recognized, and given full force and
2 effect in the United States by this Court, but only under the terms and conditions stated
3 in this Order.

4 4. Notwithstanding any contrary provision of either the Canadian Sale Order
5 or the Canadian Distribution Order, none of the rights, claims, or interests of the Royalty
6 Holders under their respective royalty deeds or agreements, including their respective
7 rights in the minerals at the Moss Mine in Arizona owned by GVC and their proceeds,
8 and further including all claims asserted or that may be asserted by the Royalty Holders
9 in the Adversary Proceeding filed by Patriot [Adv. No. 2:24-ap-00253-EPB] and the
10 Adversary Proceeding filed by Nomad [Adv. No. 2:24-ap-00252-EPB] (collectively, the
11 “**Adversary Proceedings**”), are altered or affected in any way by this Order or the
12 Canadian Orders, and all such rights, claims and interests held by the Royalty Holders
13 are fully preserved as rights, claims, and/or interests against GVC (including after closing
14 of the sale transaction which is the subject of the Canadian Sale Order), the Debtors, and
15 all other parties.

16 5. Without limiting the foregoing:

17 a. Paragraph 11 of the Canadian Sale Order, the text of which is copied
18 below, is expressly approved and adopted by this Court as an operative part of this Order
19 recognizing the Canadian Sale Order:

20 **Paragraph 11 of Canadian Sale Order**

21 Notwithstanding anything to the contrary in this Order, this Court
22 specifically makes no finding as to whether the interests of Patriot or
23 Nomad are interests in real property or in relation to the Adversary
24 Claims, and any interests, rights, or related claims asserted by Patriot
25 or Nomad against the Petitioners in the Adversary Claims shall not be
26 affected by this Court’s approval of the Sale Agreement or the
27 Transaction, and shall be adjudicated in the Chapter 15 Court and,
28 where appropriate, any other federal or state U.S. courts. This Order is
without prejudice to the determination by the United State Bankruptcy
Court for the District of Arizona of (i) whether the interest of Patriot
or Nomad are interests in real property or (ii) the Adversary Claims,
including with respect to the positions of all parties.

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[As defined in the Canadian Sale Order, “Adversary Claims’ means the claims set out in the adversary complaints filed in the Chapter 15 Proceedings by Nomad and Patriot on November 18, 2024 and November 19, 2024, respectively, as may be amended or adjudicated in accordance with the Chapter 15 Proceedings;” Canadian Sale Order, ¶ 2(a).]

b. All “GVC Residual Assets” (as defined in the Canadian Sale Order) transferred from GVC to Elevation Gold under the Canadian Sale Order, including all pre-sale closing cash, accounts receivable, and rights to proceeds from minerals extraction (i) shall remain subject to all of the respective asserted or potential claims and/or interests of the Royalty Holders, (ii) shall be segregated, preserved, and accounted for by the Monitor and the Debtors, and (iii) shall not be consumed, used, or disbursed in any way by the Monitor or the Debtors pending further order of this Court after a determination of the respective claims, rights, and interests asserted by the Royalty Holders in such property has been made by this Court.

c. The proceeds of the Purchased Assets, as defined in the Canadian Sale Order, shall be held in accordance with the terms of the Canadian Distribution Order.

d. The third party releases granted in the Canadian Orders shall not be recognized or effective in the United States with regard to: (i) the respective claims and interests of the Royalty Holders against GVC and/or the other Debtors, including, without limitation, all claims and interests pursuant to their respective royalty agreements or as stated in the Adversary Proceedings; and (ii) any claims that the Royalty Holders may hold or assert in the United States against any third parties, including, without limitation, the Debtors’ directors, officers, employees, or any third party recipients of funds in which the Royalty Holders assert(ed) an interest.

6. All parties’ rights regarding the Adversary Proceedings, including any jurisdictional or other arguments or claims that may be asserted as a result of the transactions which are the subject of the Canadian Orders, shall remain unaffected and are hereby fully reserved.

1 7. Within two business days of the entry of this Order, the Monitor shall serve
 2 a true and correct copy of this Order by the Court’s electronic service, and if that is not
 3 available, by e-mail, where practicable, and where e-mail service is impracticable, by
 4 United States mail, first-class postage prepaid or by overnight courier, to: (a) the Office
 5 of the United States Trustee for the District of Arizona; (b) all parties to litigation
 6 currently pending in the United States in which any of the Debtors is a party; (c) all
 7 known material U.S. creditors and contract counterparties of the Debtors; and (d) all
 8 parties who have entered an appearance in the Chapter 15 Case. Such service shall
 9 constitute due, adequate and sufficient service and notice of this Order, and no other or
 10 further service or notice shall be required.

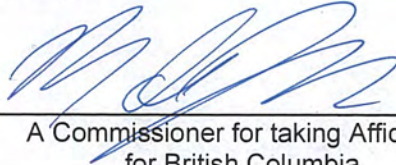
11 8. Notwithstanding any applicable Bankruptcy Rule, the terms and condition of
 12 this Order shall be immediately effective and enforceable upon its entry.

13 9. The Court shall retain jurisdiction with respect to all matters relating to the
 14 interpretation or implementation of this Order.

DATED AND SIGNED ABOVE

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This is **Exhibit "D"** referred to in **Affidavit #2** of **Susan Danielisz**, sworn before me at Vancouver, British Columbia, this 11th day of February, 2025.



A handwritten signature in blue ink, consisting of several loops and flourishes, is written over a horizontal line.

A Commissioner for taking Affidavits
for British Columbia

1 Lewis Roca Rothgerber Christie LLP

2 One South Church Avenue, Suite 2000
Tucson, AZ 85701-1611

3 **Robert M. Charles, Jr.** (State Bar No. 07359)
Direct Dial: 520.629.4427
Direct Fax: 520.622.3088
Email: RCharles@lewisroca.com

4 **Ken Coleman** (*pro hac vice pending*)
2628 Broadway
5 New York, NY 10025
Tel. 646.662.0138
6 Email: ken@kencoleman.us

7 *Attorneys for KSV Restructuring Inc., as Monitor*

8 UNITED STATES BANKRUPTCY COURT
9 DISTRICT OF ARIZONA

10 In re:
11 Elevation Gold Mining Corporation, *et al.*
12 Debtor in a Foreign Proceeding.

Chapter 15
Case No. 2:24-bk-06359-EPB
**Objection To PN Form Of Canadian
Sale And Distribution Orders**

13 KSV Restructuring Inc. is the court-appointed monitor (the “Monitor”) of
14 Elevation Gold Mining Corporation (“Elevation Gold”) and its affiliates (collectively,
15 “Group”) in proceedings before the Supreme Court of British Columbia, Vancouver
16 Registry (the “Canadian Court”), under Canada’s Companies’ Creditors Arrangement Act
17 (the “Canadian Proceeding”). The Monitor, as the authorized foreign representative of the
18 Canadian Proceeding, commenced these Chapter 15 cases on August 2, 2024, by filing
19 official form petitions and Verified Petition for Recognition of Foreign Proceeding and
20 Related Relief (collectively, the “Chapter 15 Petition”), with accompanying
21 documentation, pursuant to §§ 1504 and 1515 of title 11 of the United States Code (the
22 “Bankruptcy Code”). Following a hearing before this Court on August 27, 2024, an order
23 was entered on September 16, 2024 [DE 49] (the “Recognition Order”), granting the
24 Chapter 15 Petition, recognizing the Canadian Proceeding as a foreign main proceeding
25 and giving full force and effect in the United States to the Canadian Court’s Initial Order
26 dated August 1, 2024 and the Amended and Restated Initial Order dated August 12, 2024
27 (the “ARIO”). Neither the ARIO nor the Recognition Order have been appealed,
28 amended or varied since being issued.

One South Church Avenue, Suite 2000
Tucson, AZ 85701-1611



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1 As set forth herein, the proposed form of order submitted by Patriot Gold and
2 Nomad is problematic for three reasons: (i) it improperly sequesters the entirety of the
3 “GVC Residual Assets” such that it precludes payment by the Group of normal post-filing
4 expenses; (ii) it prevents compliance with the ARIIO, including the court-ordered charges
5 thereunder, as recognized and enforced by this Court’s Recognition Order, and in so doing
6 is a collateral attack on both Orders; and (iii) it denies the Group’s access to the funding
7 necessary to continue the Canadian and U.S. proceedings, including to participate in the
8 pending litigation as scheduled by this Court to resolve the interests of Patriot and Nomad.

9 **A. Proposed freeze of all Residual Assets prevents an effective transition and**
10 **prohibits GVC and Elevation Gold from participating in the Adversary**
11 **Proceedings**

12 As discussed by the parties, certain expenses have been incurred in the ordinary
13 course of operations that will not be payable until after the closing of the Sale, some of
14 which have not yet been invoiced. The language of the proposed order would effectively
15 eliminate any ability to pay those expenses and could impair a timely closing of the
16 transaction for GVC. These expenses include but are not limited to payroll, insurance,
17 utilities and operating expenses for the post-filing period prior to closing. These types of
18 expenses are set forth in the cash flows appended to the Monitor’s reports (see the
19 Monitor’s Pre-Filing Report and Third Report) which were filed in this case and served on
20 Patriot and Nomad.

21 Precluding payment of these expenses leaves GVC in an untenable position of not
22 satisfying its normal post-filing expenditures, which creates a conflict with the orders
23 issued by the Canadian Court and recognized and enforced by this Court, including the
24 ARIIO. Either scenario leads to substantial harm to the estates of the Debtors, and thus,
25 their creditors, including employees. Accordingly, any order entered recognizing and
26 approving the Sale Order should not interfere with the ARIIO or the Recognition Order
27 and should allow for the payment of expenses of the Debtors that accrued pre-closing but
28 are payable and due post-closing. The proposed attached edits to the form of order
submitted by Patriot and Nomad would resolve this.

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1 Preventing Elevation Gold from using the Residual Assets will also prohibit it from
2 funding the ongoing litigation of the Adversary Claims, which results in direct harm to the
3 interests of the Debtors' creditors.

4 **B. Proposed freeze of Residual Assets contradicts the ARIO, as recognized and**
5 **enforced by this Court's Recognition Order**

6 The Canadian Court's Initial Order and ARIO were expressly recognized and made
7 enforceable in the United States by this Court's Recognition Order of September 16, 2024
8 [Dkt. 49]. These Orders, set forth and expressly allow the Monitor and Debtors to pay
9 certain types of expenses, including those outlined in paragraphs 7 and 8 of the ARIO:

10 7. Except as otherwise provided herein, the [Debtors] shall be entitled to
11 pay all expenses reasonably incurred by the [Debtors] in carrying on the Business
12 in the ordinary course following the Order Date, and in carrying out the provisions
13 of this Order, which expenses shall include, without limitation:

14 (a) all expenses and capital expenditures reasonably incurred and
15 which are necessary for the preservation of the Property or the Business
16 including, without limitation, payments on account of insurance (including
17 directors' and officers' insurance), maintenance and security services;

18 (b) all obligations incurred by the [Debtors] after the Order Date,
19 including without limitation, with respect to goods and services actually
20 supplied to the Petitioners following the Order Date (including those under
21 purchase orders outstanding at the Order Date but excluding any interest on
22 the Petitioners' obligations incurred prior to the Order Date); and

23 (c) fees and disbursements of the kind referred to in paragraph
24 6(b)– Assistants' fees,¹ which may be incurred after the Order Date.

25 8. The [Debtors] are authorized to remit, in accordance with legal
26 requirements, or pay:

27 ¹ Paragraph 6(b) of the ARIO provides for the fees and disbursements of any Assistants [defined
28 as employees, consultants, agents, experts, accountants, counsel and such other persons] retained
or employed by the Debtors which are related to the Debtors' restructuring, at their standard rates
and charges, including payment of the fees and disbursements of legal counsel retained by the
Petitioners, whenever and wherever incurred, in respect of: (i) these proceedings or any similar
proceedings in other jurisdictions in which the Debtors or any subsidiaries or affiliated companies
of the Debtors are domiciled; (ii) any litigation in which the Debtors are named as party or [are]
otherwise involved, whether commenced before or after the Order Date; and (iii) any related
corporate matters.

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1 (a) any statutory deemed trust amounts in favour of the Crown in
 2 right of Canada or of any Province thereof or any other taxation authority
 3 which are required to be deducted from wages, including, without
 4 limitation, amounts in respect of (i) employment insurance, (ii) Canada
 5 Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes or any such
 6 claims which are to be paid pursuant to Section 6(3) of the CCAA;

7 (b) all goods and services or other applicable sales taxes
 8 (collectively, "Sales Taxes") required to be remitted by the Petitioners in
 9 connection with the sale of goods and services by the Petitioners, but only
 10 where such Sales Taxes accrue or are collected after the Order Date, or
 11 where such Sales Taxes accrued or were collected prior to the Order Date
 12 but not required to be remitted until on or after the Order Date; and

13 (c) any amount payable to the Crown in right of Canada or of any
 14 Province thereof or any political subdivision thereof or any other taxation
 15 authority in respect of municipal property taxes, municipal business taxes or
 16 other taxes, assessments or levies of any nature or kind which are entitled at
 17 law to be paid in priority to claims of secured creditors.

18 These types of expenses relate to the operations and running of the business of
 19 Debtors during these and the Canadian proceedings and the administrative expenses of
 20 both proceedings. Under the ARIO and the Recognition Order, which remain in full force
 21 and effect in both Canada and the United States, the Monitor is entitled to pay post-
 22 closing from the GVC Residual Assets those ordinary expenses set forth in the ARIO. The
 23 form of order proposed by the Monitor and the Debtors accords with the ARIO and the
 24 Recognition Order.

25 **C. Proposed definition of Residual Assets is not consistent with the term as**
 26 **defined in the Sale Agreement and incorporated in the Canadian Sale Order**

27 The definition of the GVC Residual Assets is set forth in the Sale Agreement and
 28 incorporated in the Canadian Sale Order. The proposed form of order submitted by
 Patriot and Nomad includes additional categories of assets to that definition, thereby
 expanding the scope of what Nomad and Patriot Gold seek to have this Court order
 sequester. Any such expansion is a step too far and an overreach by creditors who have
 yet to prove any entitlement to the GVC Residual Assets, let alone an entitlement to the

1 entirety of the proceeds.

2 **D. Patriot and Nomad’s claim**

3 It should be noted, that Nomad and Patriot Gold have yet to assert a claim beyond
4 the unpaid amounts set forth on the Debtors’ books and records which totals
5 approximately \$2,000,000 for both parties. However, Nomad and Patriot Gold seek to
6 freeze the entirety of the GVC Residual Assets, which significantly exceeds this amount.

7 Any provisional relief granted to them should be limited to that which will limit the
8 asserted harm and protect their interests. Freezing the entirety of the GVC Residual
9 Assets goes beyond what is necessary to protect Patriot’s and Nomad’s asserted interests
10 and only serves to hamper the Monitor’s administration of the estate post-closing.

11 Accordingly, the Monitor requests that this Court reject the proposed order
12 submitted by Nomad and Patriot Gold and adopt the order submitted herewith.

13 DATED this 28th day of December, 2024.

14 LEWIS ROCA ROTHGERBER CHRISTIE LLP

15 By: /s/ Robert M. Charles, Jr.
16 Robert M. Charles, Jr.

17 AND

18 By: /s/ Ken Coleman
19 Ken Coleman (*pro hac vice pending*)

20 Attorneys for KSV Restructuring Inc. as Monitor

One South Church Avenue, Suite 2000
Tucson, AZ 85701-1611



CERTIFICATE OF SERVICE

I certify that on this 28th day of December, 2024, I electronically transmitted the attached document to the Clerk’s office using the CM/ECF System for filing and served through the Notice of Electronic Filing automatically generated by the Court’s facilities.

ANTHONY W. AUSTIN on behalf of Debtor Elevation Gold Mining Corporation
aaustin@fennemorelaw.com, gkbacon@fclaw.com

ANTHONY W. AUSTIN on behalf of Debtor GOLDEN VERTEX CORP.
aaustin@fennemorelaw.com, gkbacon@fclaw.com

ROBERT J. BERENS on behalf of Creditor Trisura Insurance Company
rberens@smtdlaw.com, adelgado@smtdlaw.com

BRADLEY A COSMAN on behalf of Creditor Maverix Metals Inc.
BCosman@perkinscoie.com,
kmcclure@perkinscoie.com,DocketPHX@perkinscoie.com,scarnall@perkinscoie.com

JAMES GEORGE FLORENTINE on behalf of Creditor Nomad Royalty Company Limited
jflorentine@swlaw.com, jthomes@swlaw.com,docket@swlaw.com

JAMES GEORGE FLORENTINE on behalf of Creditor Nomad Royalty Company Ltd.
jflorentine@swlaw.com, jthomes@swlaw.com,docket@swlaw.com

Amir Gamliel on behalf of Creditor Maverix Metals Inc.
agamliel@perkinscoie.com

JOHN A. HARRIS on behalf of Creditor PATRIOT GOLD CORP.
john.harris@quarles.com, sybil.aytch@quarles.com

PAUL A LOUCKS on behalf of Creditor PATRIOT GOLD CORP.
ploucks@dmyl.com

ANTHONY F. PUSATERI on behalf of Creditor PATRIOT GOLD CORP.
Anthony.Pusateri@quarles.com, sybil.aytch@quarles.com,dawn.mcombs@quarles.com

Stacy Porche on behalf of Debtor GOLDEN VERTEX CORP.
sporche@fennemorelaw.com, lmarble@fennemorelaw.com

MICHAEL P. ROLLAND on behalf of Creditor Mohave Electric Cooperative, Incorporated
mpr@eblawyers.com, jlc@eblawyers.com,acm@eblawyers.com

One South Church Avenue, Suite 2000
Tucson, AZ 85701-1611



1 BRYCE A. SUZUKI on behalf of Creditor Nomad Royalty Company Limited
2 bsuzuki@swlaw.com, docket@swlaw.com,pshanahan@swlaw.com

3 BRYCE A. SUZUKI on behalf of Creditor Nomad Royalty Company Ltd.
4 bsuzuki@swlaw.com, docket@swlaw.com,pshanahan@swlaw.com

5 LARRY L. WATSON on behalf of U.S. Trustee U.S. TRUSTEE
6 larry.watson@usdoj.gov, Christopher.stewart2@usdoj.gov,coleen.craig@usdoj.gov

7 JEFFREY CHARLES WHITLEY on behalf of Creditor Hartmut Baitis
8 jeff@whitleylegalgroup.com

9 JEFFREY CHARLES WHITLEY on behalf of Creditor Larry Lackey
10 jeff@whitleylegalgroup.com

11 JEFFREY CHARLES WHITLEY on behalf of Creditor Robert B. Hawkins
12 jeff@whitleylegalgroup.com

13 /s/ Renee L. Creswell
14 Lewis Roca Rothgerber Christie LLP

One South Church Avenue, Suite 2000
Tucson, AZ 85701-1611



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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA**

In re:
Elevation Gold Mining Corporation, *et al.*,
Debtor in a Foreign Proceeding.

Chapter 15
Case No. 2:24-bk-06359-EPB
(Jointly Administered)

**ORDER RECOGNIZING AND
ENFORCING CANADIAN SALE
ORDER AND DISTRIBUTION ORDER**

This matter came before the Court pursuant to the *Motion For Recognition And Enforcement Of Canadian Sale And Distribution Order* [Dkt. 110] (the “**Recognition Motion**”) filed in the above-captioned Chapter 15 cases (collectively, the “**Chapter 15 Case**”) by KSV Restructuring Inc. in its capacity as the Monitor (the “**Monitor**”) for the Chapter 15 Debtors in the Chapter 15 Case (collectively, the “**Debtors**”). In the Recognition Motion, the Monitor requests that this Court recognize, give full force and effect to, and make binding on all United States assets and United States creditors of the Debtors: (a) a sale and reverse vesting order (the “**Canadian Sale Order**”) entered by the Canadian Insolvency Court (the “**Canadian Court**”) in the pending Canadian insolvency proceeding involving the Debtors (the “**Canadian Proceeding**”); and (b) a distribution order entered by the Canadian Court in the Canadian Proceeding (the “**Canadian Distribution Order**” and, collectively with the Canadian Sale Order, the “**Canadian Orders**”). A copy of the Canadian Sale Order is attached to this Order as **Exhibit 1** and a copy of the Canadian Distribution Order is attached hereto as **Exhibit 2**.

¹ Unless specifically defined herein, capitalized defined terms used in this Order will have the same meanings as defined in the Canadian Sale Order and the Distribution Order, as

1 Objections (collectively, the “**Objections**”) to the Recognition Motion were
2 filed by Patriot Gold Corporation (“**Patriot**”) [Dkt. #139] and Nomad Royalty
3 Company Limited (“**Nomad**”) [Dkt. #138]. (Patriot and Nomad are referred to
4 herein collectively as the “**Royalty Holders**”.) The Court held a hearing on the
5 Recognition Motion on December 23, 2024 (the “**Hearing**”).

6 After consideration of the Motion, the documents submitted by the Monitor in
7 support thereof, the Objections, the other pleadings and documents submitted to the Court
8 in regard to the Motion, the arguments of counsel presented at the Hearing, and the entire
9 record before the Court regarding this matter, the Court finds and concludes as follows:

- 10 (A) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and
- 11 1334 and 11 U.S.C. § 1501;
- 12 (B) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P);
- 13 (C) venue is proper in this District pursuant to 28 U.S.C. § 1410;
- 14 (D) the Monitor has given appropriate, sufficient and timely notice of the
- 15 Motion;
- 16 (E) the Court has the authority to grant the requested relief under 11 U.S.C. §§
- 17 1507 and 1521; and
- 18 (F) there is good cause for the entry of this Order for the reasons stated by the
- 19 Court on the record at the Hearing.

20 **NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:**

- 21 1. The Motion is hereby **GRANTED** as and to the extent provided in this
- 22 Order.
- 23 2. Except as provided in this Order, the Objections filed by Patriot and Nomad
- 24 are otherwise overruled.

25
26
27 the same meanings as defined in the Canadian Sale Order and/or the Distribution Order, as
28 applicable.

1 3. The Canadian Orders are approved, recognized, and given full force and
2 effect in the United States by this Court, but only under the terms and conditions stated
3 in this Order.

4 4. Notwithstanding any contrary provision of either the Canadian Sale Order
5 or the Canadian Distribution Order, none of the rights, claims, or interests of the
6 Royalty Holders under their respective royalty deeds or agreements, including their
7 respective rights in the minerals at the Moss Mine in Arizona owned ~~by~~by GVC and
8 their proceeds, and further including all claims asserted or that may be asserted by the
9 Royalty Holders in the Adversary Proceeding filed by Patriot [Adv. No.
10 2:24-ap-00253-EPB] and the Adversary Proceeding filed by Nomad [Adv. No.
11 2:24-ap-00252-EPB] (collectively, the “**Adversary Proceedings**”), are altered or
12 affected in any way by this Order or the Canadian Orders, and all such rights, claims
13 and interests held by the Royalty Holders are fully preserved as rights, claims, and/or
14 interests enforceable against GVC (including after closing of the sale transaction which
15 is the subject of the Canadian Sale Order), the Debtors, and all other parties.

16 5. Without limiting the foregoing:

17 a. Paragraph 11 of the Canadian Sale Order, the text of which is
18 copied below, is expressly approved and adopted by this Court as an operative part of
19 this Order recognizing the Canadian Sale Order:

20 **Paragraph 11 of Canadian Sale Order**

21 Notwithstanding anything to the contrary in this Order, this Court
22 specifically makes no finding as to whether the interests of Patriot
23 or Nomad are interests in real property or in relation to the
24 Adversary Claims, and any interests, rights, or related claims
25 asserted by Patriot or Nomad against the Petitioners in the
26 Adversary Claims shall not be affected by this Court’s approval of
27 the Sale Agreement or the Transaction, and shall be adjudicated in
28 the Chapter 15 Court and, where appropriate, any other federal or
state U.S. courts. This Order is without prejudice to the
determination by the United State Bankruptcy Court for the District
of Arizona of (i) whether the interest of Patriot or Nomad are
interests in real property or (ii) the Adversary Claims, including
with respect to the positions of all parties.

1 [As defined in the Canadian Sale Order, “Adversary Claims’ means
 2 the claims set out in the adversary complaints filed in the Chapter 15
 3 Proceedings by Nomad and Patriot on November 18, 2024 and
 4 November 19, 2024, respectively, as may be amended or adjudicated
 in accordance with the Chapter 15 Proceedings;” Canadian Sale
 Order, ¶ 2(a).]

5 b. All “GVC Residual Assets” ~~(as, defined in the Canadian Sale Order)~~
 6 by reference to the Sale Agreement as:

7 all of GVC’s cash and cash equivalents, bank deposits, bank
 8 balances, and moneys in possession of banks, the Monitor
 9 and other depositories, any Accounts Receivable from
 10 Refinery, and any deposits of GVC held in trust accounts to
secure payment of the reasonable fees and disbursements of
the Monitor, the Sales Agent and any professional advisors
of GVC, Elevation Gold, or the Monitor.

11 transferred from GVC to Elevation Gold under the Canadian Sale Order, ~~including all~~
 12 ~~pre-sale closing cash, accounts receivable, and rights to proceeds from minerals~~
 13 ~~extraction~~ (i) shall remain subject to all of the respective asserted or potential claims
 14 and/or interests of the Royalty Holders, (ii) shall be segregated, preserved, and
 15 accounted for by the Monitor and the Debtors, and (iii) shall not be consumed, used, or
 16 disbursed in any way by the Monitor or the Debtors pending further order of this Court
 17 ~~after a determination of the respective claims, rights, and interests asserted by the~~
 18 ~~Royalty Holders in such property has been made.~~ Notwithstanding the foregoing, the
 19 Monitor and/or the Debtors shall be entitled to utilize GVC Residual Assets to pay: (x)
 20 expenses incurred prior to closing but due and payable post-closing; and (y) all amounts
 21 authorized and directed to be paid pursuant to the Amended and Restated Initial Order
 22 of the Canadian Court dated August 12, 2024 (the “ARIO”) (Dkt. 34-1), which was
 23 recognized and made enforceable in the United States by this Court.’s recognition
 24 order dated September 16, 2024 (the “Recognition Order”) (Dkt. 41). Nothing herein
 25 shall affect or alter any charges granted by the ARIO as made enforceable by the
 26 Recognition Order.

1 c. The proceeds of the Purchased Assets, as defined in the Canadian
2 Sale Order, shall be held in accordance with the terms of the Canadian Distribution
3 Order.

4 d. The third party releases granted in the Canadian Orders shall not be
5 recognized or effective in the United States with regard to: (i) the respective claims and
6 interests of the Royalty Holders against GVC and/or the other Debtors with respect to
7 United States property, including, without limitation, all claims and interests pursuant to
8 their respective royalty agreements or as stated in the Adversary Proceedings; and (ii)
9 any claims that the Royalty Holders may hold or assert in the United States in respect of
10 United States property against any third parties, including, without limitation, the
11 Debtors' directors, officers, employees, or any third party recipients of funds in which
12 the Royalty Holders assert(ed) an interest.

13 6. All parties' rights regarding the Adversary Proceedings, ~~including any~~
14 ~~jurisdictional or other arguments or claims that may be asserted as a result of the~~
15 ~~transactions which are the subject of the Canadian Orders~~, shall remain unaffected and
16 are hereby fully reserved.

17 7. Within two business days of the entry of this Order, the Monitor shall serve
18 a true and correct copy of this Order by the Court's electronic service, and if that is not
19 available, by e-mail, where practicable, and where e-mail service is impracticable, by
20 United States mail, first-class postage prepaid or by overnight courier, to: (a) the Office of
21 the United States Trustee for the District of Arizona; (b) all parties to litigation currently
22 pending in the United States in which any of the Debtors is a party; (c) all known material
23 U.S. creditors and contract counterparties of the Debtors; and (d) all parties who have
24 entered an appearance in the Chapter 15 Case. Such service shall constitute due, adequate
25 and sufficient service and notice of this Order, and no other or further service or notice
26 shall be required.

27 8. Notwithstanding any applicable Bankruptcy Rule, the terms and condition
28 of this Order shall be immediately effective and enforceable upon its entry.

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9. The Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

DATED AND SIGNED ABOVE

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APPROVED AS TO FORM:

LEWIS ROCA ROTHGERBER CHRISTIE LLP

QUARLES & BRADY LLP

By _____
Robert M. Charles, Jr.
And
Ken Coleman
Attorneys for KSV Restructuring Inc., as
monitor

By _____
John A. Harris
Anthony F. Pusateri
Attorneys for Patriot Gold Corp.

FENNEMORE CRAIG, P.C.

SNELL & WILMER L.L.P.

By _____
Anthony W. Austin
Tyler Carlton
Stacy Porche
Attorneys for Debtor Golden Vertex
Corporation

By _____
Bryce A. Suzuki
James G. Florentine
Attorneys for Nomad Royalty Company
Limited

Document comparison by Workshare Compare on Saturday, December 28, 2024 3:02:04 PM

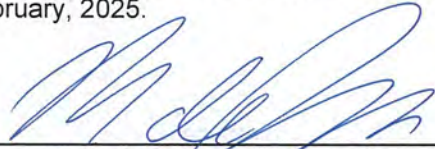
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Moved to	0
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Format changes	0

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This is **Exhibit "E"** referred to in **Affidavit #2** of **Susan Danielisz**, sworn before me at Vancouver, British Columbia, this 11th day of February, 2025.



A Commissioner for taking Affidavits
for British Columbia

1 Lewis Roca Rothgerber Christie LLP

2 One South Church Avenue, Suite 2000
Tucson, AZ 85701-1611

3 **Robert M. Charles, Jr.** (State Bar No. 07359)
Direct Dial: 520.629.4427
Direct Fax: 520.622.3088
Email: RCharles@lewisroca.com

4 **Ken Coleman** (*pro hac vice pending*)
2628 Broadway
5 New York, NY 10025
Tel. 646.662.0138
6 Email: ken@kencoleman.us

7 *Attorneys for KSV Restructuring Inc., as Monitor*

8 UNITED STATES BANKRUPTCY COURT
9 DISTRICT OF ARIZONA

10 In re:
11 Elevation Gold Mining Corporation, *et al.*
12 Debtor in a Foreign Proceeding.

Chapter 15
Case No. 2:24-bk-06359-EPB
**Notice of Lodging Order Recognizing
and Enforcing Canadian Sale And
Distribution Orders**

14 NOTICE IS HEREBY GIVEN that KSV Restructuring Inc., as Monitor, hereby
15 lodges a revised form of proposed Order Recognizing and Enforcing Canadian Sale And
16 Distribution Orders. A true and correct copy of the Order is attached hereto as **Exhibit 1**.

17 The Monitor advises the Court that this proposed Order differs from the form of
18 order submitted by Patriot Gold and Nomad, and that a redline of the differences is
19 attached as **Exhibit 2**.

20 DATED this 28th day of December, 2024.

21 LEWIS ROCA ROTHGERBER CHRISTIE LLP

22 By: /s/ Robert M. Charles, Jr.
23 Robert M. Charles, Jr.

24 AND

25 By: /s/ Ken Coleman
26 Ken Coleman (*pro hac vice pending*)

27 Attorneys for KSV Restructuring Inc. as Monitor
28

One South Church Avenue, Suite 2000
Tucson, AZ 85701-1611



CERTIFICATE OF SERVICE

I certify that on this 28th day of December, 2024, I electronically transmitted the attached document to the Clerk’s office using the CM/ECF System for filing and served through the Notice of Electronic Filing automatically generated by the Court’s facilities.

ANTHONY W. AUSTIN on behalf of Debtor Elevation Gold Mining Corporation
aaustin@fennemorelaw.com, gkbacon@fclaw.com

ANTHONY W. AUSTIN on behalf of Debtor GOLDEN VERTEX CORP.
aaustin@fennemorelaw.com, gkbacon@fclaw.com

ROBERT J. BERENS on behalf of Creditor Trisura Insurance Company
rberens@smtldlaw.com, adelgado@smtldlaw.com

BRADLEY A COSMAN on behalf of Creditor Maverix Metals Inc.
BCosman@perkinscoie.com,
kmcclure@perkinscoie.com,DocketPHX@perkinscoie.com,scarnall@perkinscoie.com

JAMES GEORGE FLORENTINE on behalf of Creditor Nomad Royalty Company Limited
jflorentine@swlaw.com, jthomes@swlaw.com,docket@swlaw.com

JAMES GEORGE FLORENTINE on behalf of Creditor Nomad Royalty Company Ltd.
jflorentine@swlaw.com, jthomes@swlaw.com,docket@swlaw.com

Amir Gamliel on behalf of Creditor Maverix Metals Inc.
agamliel@perkinscoie.com

JOHN A. HARRIS on behalf of Creditor PATRIOT GOLD CORP.
john.harris@quarles.com, sybil.aytch@quarles.com

PAUL A LOUCKS on behalf of Creditor PATRIOT GOLD CORP.
ploucks@dmyl.com

ANTHONY F. PUSATERI on behalf of Creditor PATRIOT GOLD CORP.
Anthony.Pusateri@quarles.com, sybil.aytch@quarles.com,dawn.mccombs@quarles.com

Stacy Porche on behalf of Debtor GOLDEN VERTEX CORP.
sporche@fennemorelaw.com, lmarble@fennemorelaw.com

MICHAEL P. ROLLAND on behalf of Creditor Mohave Electric Cooperative, Incorporated
mpr@eblawyers.com, jlc@eblawyers.com,acm@eblawyers.com

One South Church Avenue, Suite 2000
Tucson, AZ 85701-1611



1 BRYCE A. SUZUKI on behalf of Creditor Nomad Royalty Company Limited
2 bsuzuki@swlaw.com, docket@swlaw.com,pshanahan@swlaw.com

3 BRYCE A. SUZUKI on behalf of Creditor Nomad Royalty Company Ltd.
4 bsuzuki@swlaw.com, docket@swlaw.com,pshanahan@swlaw.com

5 LARRY L. WATSON on behalf of U.S. Trustee U.S. TRUSTEE
6 larry.watson@usdoj.gov, Christopher.stewart2@usdoj.gov,coleen.craig@usdoj.gov

7 JEFFREY CHARLES WHITLEY on behalf of Creditor Hartmut Baitis
8 jeff@whitleylegalgroup.com

9 JEFFREY CHARLES WHITLEY on behalf of Creditor Larry Lackey
10 jeff@whitleylegalgroup.com

11 JEFFREY CHARLES WHITLEY on behalf of Creditor Robert B. Hawkins
12 jeff@whitleylegalgroup.com

13 /s/ Renee L. Creswell
14 Lewis Roca Rothgerber Christie LLP

One South Church Avenue, Suite 2000
Tucson, AZ 85701-1611



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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA**

In re:

Elevation Gold Mining Corporation, *et al.*,
Debtor in a Foreign Proceeding.

Chapter 15

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

(Jointly Administered)

**ORDER RECOGNIZING AND
ENFORCING CANADIAN SALE
ORDER AND DISTRIBUTION ORDER**

15 This matter came before the Court pursuant to the *Motion For Recognition And*
16 *Enforcement Of Canadian Sale And Distribution Order* [Dkt. 110] (the “**Recognition**
17 **Motion**”) filed in the above-captioned Chapter 15 cases (collectively, the “**Chapter 15**
18 **Case**”) by KSV Restructuring Inc. in its capacity as the Monitor (the “**Monitor**”) for the
19 Chapter 15 Debtors in the Chapter 15 Case (collectively, the “**Debtors**”). In the
20 Recognition Motion, the Monitor requests that this Court recognize, give full force and
21 effect to, and make binding on all United States assets and United States creditors of the
22 Debtors: (a) a sale and reverse vesting order (the “**Canadian Sale Order**”) entered by the
23 Canadian Insolvency Court (the “**Canadian Court**”) in the pending Canadian insolvency
24 proceeding involving the Debtors (the “**Canadian Proceeding**”); and (b) a distribution
25 order entered by the Canadian Court in the Canadian Proceeding (the “**Canadian**
26 **Distribution Order**” and, collectively with the Canadian Sale Order, the “**Canadian**
27 **Orders**”). A copy of the Canadian Sale Order is attached to this Order as Exhibit 1 and a
28

1 copy of the Canadian Distribution Order is attached hereto as Exhibit 2.¹

2 Objections (collectively, the “**Objections**”) to the Recognition Motion were
3 filed by Patriot Gold Corporation (“**Patriot**”) [Dkt. #139] and Nomad Royalty
4 Company Limited (“**Nomad**”) [Dkt. #138]. (Patriot and Nomad are referred to herein
5 collectively as the “**Royalty Holders**”.) The Court held a hearing on the Recognition
6 Motion on December 23, 2024 (the “**Hearing**”).

7 After consideration of the Motion, the documents submitted by the Monitor in
8 support thereof, the Objections, the other pleadings and documents submitted to the Court
9 in regard to the Motion, the arguments of counsel presented at the Hearing, and the entire
10 record before the Court regarding this matter, the Court finds and concludes as follows:

11 (A) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and
12 1334 and 11 U.S.C. § 1501;

13 (B) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P);

14 (C) venue is proper in this District pursuant to 28 U.S.C. § 1410;

15 (D) the Monitor has given appropriate, sufficient and timely notice of the
16 Motion;

17 (E) the Court has the authority to grant the requested relief under 11 U.S.C. §§ 1507
18 and 1521; and

19 (F) there is good cause for the entry of this Order for the reasons stated by the Court
20 on the record at the Hearing.

21 **NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:**

22 1. The Motion is hereby **GRANTED** as and to the extent provided in this
23 Order.

24 2. Except as provided in this Order, the Objections filed by Patriot and Nomad
25 are otherwise overruled.

26 _____
27 ¹ Unless specifically defined herein, capitalized defined terms used in this Order will have
28 the same meanings as defined in the Canadian Sale Order and/or the Distribution Order, as applicable.

1 3. The Canadian Orders are approved, recognized, and given full force and
2 effect in the United States by this Court, but only under the terms and conditions stated
3 in this Order.

4 4. Notwithstanding any contrary provision of either the Canadian Sale Order
5 or the Canadian Distribution Order, none of the rights, claims, or interests of the Royalty
6 Holders under their respective royalty deeds or agreements, including their respective
7 rights in the minerals at the Moss Mine in Arizona owned by GVC and their proceeds,
8 and further including all claims asserted or that may be asserted by the Royalty Holders
9 in the Adversary Proceeding filed by Patriot [Adv. No. 2:24-ap-00253-EPB] and the
10 Adversary Proceeding filed by Nomad [Adv. No. 2:24-ap-00252-EPB] (collectively, the
11 “**Adversary Proceedings**”), are altered or affected in any way by this Order or the
12 Canadian Orders, and all such rights, claims and interests held by the Royalty Holders
13 are fully preserved as rights, claims, and/or interests enforceable against GVC (including
14 after closing of the sale transaction which is the subject of the Canadian Sale Order), the
15 Debtors, and all other parties.

16 5. Without limiting the foregoing:

17 a. Paragraph 11 of the Canadian Sale Order, the text of which is copied
18 below, is expressly approved and adopted by this Court as an operative part of this Order
19 recognizing the Canadian Sale Order:

20 **Paragraph 11 of Canadian Sale Order**

21 Notwithstanding anything to the contrary in this Order, this Court
22 specifically makes no finding as to whether the interests of Patriot or
23 Nomad are interests in real property or in relation to the Adversary
24 Claims, and any interests, rights, or related claims asserted by Patriot
25 or Nomad against the Petitioners in the Adversary Claims shall not be
26 affected by this Court’s approval of the Sale Agreement or the
27 Transaction, and shall be adjudicated in the Chapter 15 Court and,
28 where appropriate, any other federal or state U.S. courts. This Order is
without prejudice to the determination by the United State Bankruptcy
Court for the District of Arizona of (i) whether the interest of Patriot
or Nomad are interests in real property or (ii) the Adversary Claims,
including with respect to the positions of all parties.

1 [As defined in the Canadian Sale Order, “‘Adversary Claims’ means
 2 the claims set out in the adversary complaints filed in the Chapter 15
 3 Proceedings by Nomad and Patriot on November 18, 2024 and
 4 November 19, 2024, respectively, as may be amended or adjudicated
 in accordance with the Chapter 15 Proceedings;” Canadian Sale
 Order, ¶ 2(a).]

5 b. All “GVC Residual Assets”, defined in the Canadian Sale Order by
 6 reference to the Sale Agreement as:

7 all of GVC’s cash and cash equivalents, bank deposits, bank
 8 balances, and moneys in possession of banks, the Monitor
 9 and other depositories, any Accounts Receivable from
 10 Refinery, and any deposits of GVC held in trust accounts to
 secure payment of the reasonable fees and disbursements of
 the Monitor, the Sales Agent and any professional advisors
 of GVC, Elevation Gold, or the Monitor,

11 transferred from GVC to Elevation Gold under the Canadian Sale Order (i) shall remain
 12 subject to all of the respective asserted or potential claims and/or interests of the Royalty
 13 Holders, (ii) shall be segregated, preserved, and accounted for by the Monitor and the
 14 Debtors, and (iii) shall not be consumed, used, or disbursed in any way by the Monitor
 15 or the Debtors pending further order of this Court. Notwithstanding the foregoing, the
 16 Monitor and/or the Debtors shall be entitled to utilize GVC Residual Assets to pay: (x)
 17 expenses incurred prior to closing but due and payable post-closing; and (y) all amounts
 18 authorized and directed to be paid pursuant to the Amended and Restated Initial Order of
 19 the Canadian Court dated August 12, 2024 (the “**ARIO**”) (Dkt. 34-1), which was
 20 recognized and made enforceable in the United States by this Court’s recognition order
 21 dated September 16, 2024 (the “**Recognition Order**”) (Dkt. 41). Nothing herein shall
 22 affect or alter any charges granted by the ARIO as made enforceable by the Recognition
 23 Order.

24 c. The proceeds of the Purchased Assets, as defined in the Canadian
 25 Sale Order, shall be held in accordance with the terms of the Canadian Distribution Order.

26 d. The third party releases granted in the Canadian Orders shall not be
 27 recognized or effective in the United States with regard to: (i) the respective claims and
 28 interests of the Royalty Holders against GVC and/or the other Debtors with respect to

1 United States property, including, without limitation, all claims and interests pursuant to
2 their respective royalty agreements or as stated in the Adversary Proceedings; and (ii)
3 any claims that the Royalty Holders may hold or assert in the United States in respect of
4 United States property against any third parties, including, without limitation, the
5 Debtors' directors, officers, employees, or any third party recipients of funds in which
6 the Royalty Holders assert(ed) an interest.

7 6. All parties' rights regarding the Adversary Proceedings shall remain
8 unaffected and are hereby fully reserved.

9 7. Within two business days of the entry of this Order, the Monitor shall serve
10 a true and correct copy of this Order by the Court's electronic service, and if that is not
11 available, by e-mail, where practicable, and where e-mail service is impracticable, by
12 United States mail, first-class postage prepaid or by overnight courier, to: (a) the Office
13 of the United States Trustee for the District of Arizona; (b) all parties to litigation
14 currently pending in the United States in which any of the Debtors is a party; (c) all
15 known material U.S. creditors and contract counterparties of the Debtors; and (d) all
16 parties who have entered an appearance in the Chapter 15 Case. Such service shall
17 constitute due, adequate and sufficient service and notice of this Order, and no other or
18 further service or notice shall be required.

19 8. Notwithstanding any applicable Bankruptcy Rule, the terms and condition of
20 this Order shall be immediately effective and enforceable upon its entry.

21 9. The Court shall retain jurisdiction with respect to all matters relating to the
22 interpretation or implementation of this Order.

23 **DATED AND SIGNED ABOVE**

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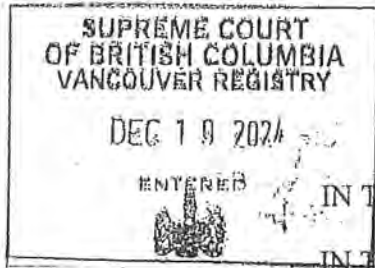
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EXHIBIT 1

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No. S - 245121
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

AND

IN THE MATTER OF THE BUSINESS CORPORATIONS ACT, S.B.C. 2002, c. 57

AND

IN THE MATTER OF ELEVATION GOLD MINING CORPORATION,
ECLIPSE GOLD MINING CORPORATION, GOLDEN VERTEX CORP.
and GOLDEN VERTEX (IDAHO) CORP.

PETITIONERS

ORDER MADE AFTER APPLICATION

(Approval and Vesting Order)

BEFORE THE HONOURABLE MADAM
JUSTICE FITZPATRICK

)
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)

TUESDAY, THE 17TH DAY
OF DECEMBER 2024

ON THE APPLICATION of Elevation Gold Mining Corporation ("**Elevation Gold**") and Golden Vertex Corp. ("**GVC**") coming on for hearing at Vancouver, British Columbia, on the 17th day of December, 2024; AND ON HEARING Alexis Teasdale, counsel for the Petitioners, and those other counsel listed on **Schedule "A"** hereto, and no one else appearing although duly served; AND UPON READING the material filed, including the Notice of Application filed December 3, 2024, the Sixth Affidavit of Tim Swendseid sworn December 3, 2024 (the "**Sixth Swendseid Affidavit**"), the Confidential Seventh Affidavit of Tim Swendseid, sworn December 3, 2024 (the "**Confidential Seventh Swendseid Affidavit**"), and the Fourth Report of KSV Restructuring Inc. (the "**Monitor**"), dated December 3, 2024;

AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), the *British Columbia Supreme Court Civil Rules*, and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

Service and Definitions

1. The time for service of the Notice of Application and supporting materials is hereby abridged so that the application is properly returnable today, and the need for further service of the Notice of Application and supporting materials is hereby dispensed with.
2. All capitalized terms used but not otherwise defined in this Order shall have the meaning given to them in the Agreement of Purchase and Sale dated December 2, 2024 (the "**Sale Agreement**"), a redacted copy of which is attached as Exhibit "A" to the Sixth Swendseid Affidavit between Elevation Gold and EG Acquisition LLC (the "**Purchaser**"). In addition, the following capitalized terms shall have the following meanings:
 - (a) "**Adversary Claims**" means the claims set out in the adversary complaints filed in the Chapter 15 Proceedings by Nomad and Patriot on November 18, 2024 and November 19, 2024, respectively, as may be amended or adjudicated in accordance with the Chapter 15 Proceedings;
 - (b) "**ARIO**" means the Amended and Restated Initial Order pronounced by the Honourable Madam Justice Fitzpatrick in these CCAA proceedings on August 12, 2024;
 - (c) "**CCAA Charges**" means any encumbrances or charges created by the ARIO, as recognized by the Order Granting Recognition and Related Relief of the US Court entered on September 16, 2024, and the Interim Financing and KERP Order, and any other charges granted by the Court in these proceedings;
 - (d) "**Claims**" means any and all security interests (whether contractual, statutory, or otherwise), hypothecs, pledges, mortgages, liens, trusts or deemed trusts (whether contractual, statutory, or otherwise), reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgments, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, and for greater certainty, includes all Liabilities and Liens;
 - (e) "**Encumbrances**" means (i) the CCAA Charges; (ii) all charges, security interests or claims evidenced by registrations, filings or recordations pursuant to the *Personal Property Security Act* of British Columbia, the Uniform Commercial Code of the United States of America, or any other personal property registry system; (iii) all charges, security interests, Claims or Liens evidenced by registrations, filings or recordations under any real property registry systems in British Columbia or Arizona; and (iv) all charges, security interests, claims or Liens associated with those Payment Obligation Agreements listed on **Schedule "B"** hereto;
 - (f) "**Interim Financing and KERP Order**" means the Order (Approval of Interim Financing and Key Employee Retention Plan and Charges) pronounced by the

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Honourable Mr. Justice Milman in these CCAA proceedings on September 26, 2024;

- (g) “**Nomad**” means Nomad Royalty Company Limited;
- (h) “**Nomad Agreement**” means the Binding Letter Agreement, Moss Mine, Property, Mohave County, Arizona, dated March 4, 2004, between MinQuest, Inc. (whose interest was subsequently assigned and transferred to Nomad by way of assignment and amalgamation) and Patriot (whose interest was subsequently assigned and transferred to GVC);
- (i) “**Nomad Determination Order**” means an Order issued by the US Court determining that the nature of Nomad’s interest in GVC’s property pursuant to the Nomad Agreement is a personal property interest between GVC and Nomad and not an interest in any real property owned by GVC;
- (j) “**Patriot**” means Patriot Gold Corp.;
- (k) “**Patriot Agreement**” means the agreement between GVC and Patriot dated May 25, 2016 recorded in the Official Records of Mohave County as Instrument No. 2016-023500;
- (l) “**Patriot Determination Order**” means an Order issued by the US Court determining that the nature of Patriot’s interest in GVC’s property pursuant to the Patriot Agreement is a personal property interest between GVC and Patriot and not an interest in any real property owned by GVC;
- (m) “**Petitioners**” means Elevation Gold, GVC, Golden Vertex (Idaho) Corp., and Eclipse Gold Mining Corp.; and
- (n) “**SISP Order**” means the Order Made After Application (SISP Approval Order) pronounced by the Honourable Madam Justice Fitzpatrick in these CCAA proceedings on August 12, 2024.

Approval of Transaction

3. The Sale Agreement and the transaction (the “**Transaction**”) contemplated in the Sale Agreement are hereby approved, and the execution of the Sale Agreement by Elevation Gold is hereby authorized and approved, with such amendments to the Sale Agreement as Elevation Gold may agree to with the consent of the Monitor or further order of this Court, provided that such amendments do not, in the opinion of the Monitor and Maverix Metals Inc. (“**Maverix**”), each acting reasonably, materially prejudice Maverix, as secured lender of Elevation Gold and GVC. The performance by Elevation Gold and GVC of their obligations under the Sale Agreement is hereby authorized and approved, and Elevation Gold, GVC and the Monitor are hereby authorized to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the Purchased Assets.

Closing Transactions and Steps

4. Elevation Gold, GVC and the Monitor are authorized to undertake and complete the Transaction pursuant to and in the manner contemplated by the Sale Agreement. Without limiting the generality of the foregoing, upon the Monitor's receipt of written confirmation from Elevation Gold and the Purchaser that all conditions to Closing have been satisfied or waived, the Monitor is hereby authorized and directed to deliver an executed copy of a certificate substantially in the form attached as **Schedule "C"** hereto (the "**Monitor's Certificate**"), to the Purchaser's counsel in escrow. Upon the Monitor's receipt of the Purchase Price, the Monitor is hereby authorized and directed to release the Monitor's Certificate from escrow to the Purchaser. Immediately upon the release of the Monitor's Certificate to the Purchaser, the following shall occur and be deemed to occur, as applicable, in accordance with the terms and conditions of the Sale Agreement:
- (a) any Claim, Encumbrance, or Liability in respect of the Payment Obligation Agreements shall be disclaimed and deemed to form part of the GVC Residual Liabilities;
 - (b) subject to and immediately upon the Patriot Determination Order being granted and becoming a Final Order, any Claim, Encumbrance or Liability in respect of the Patriot Agreement shall be disclaimed and deemed to form part of the GVC Residual Liabilities;
 - (c) subject to and immediately upon the Nomad Determination Order being granted and becoming a Final Order, any Claim, Encumbrance or Liability in respect of the Nomad Agreement shall be disclaimed and deemed to form part of the GVC Residual Liabilities;
 - (d) as contemplated by and on the terms set out in paragraph 6 of this Order, the GVC Residual Assets shall be transferred to Elevation Gold and the GVC Residual Liabilities shall be assigned to and assumed by Elevation Gold;
 - (e) as contemplated by and on the terms set out in paragraph 6 of this Order, Elevation Gold shall sell, assign and transfer to the Purchaser, and the Purchaser shall purchase and assume from Elevation Gold, all of the right, title and interest of Elevation Gold, if any, in and to all of the Property and undertaking of Elevation Gold (other than the Excluded Assets), held for use in or relating to the Business, including, but not limited to, all right, title and interest of Elevation Gold in, to and under the following
 - (i) the GVC Shares;
 - (ii) the Business Information of the Seller, subject to Section 2.1.2 of the Sale Agreement; and
 - (iii) the assets of the Seller specifically listed in Schedule 2.1.1(c) of the Sale Agreement;

in each case free and clear of and from any Claims or Encumbrances; and

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- (f) all equity interests (other than the GVC Shares), as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, preemptive rights, options (including stock options or share purchase or equivalent plans), or other documents or instruments governing or having been created or granted in connection with the share capital of GVC (in each case, for greater certainty, excluding the GVC Shares), shall be deemed to be cancelled for nominal consideration, in accordance with and pursuant to this Order.
5. Other than approval of the TSXV as contemplated by section 7.2(c) of the Sale Agreement, and entry of the Sale Recognition Order in the US Court, this Order shall constitute the only authorization required by Elevation Gold, GVC or the Monitor to proceed with the Transaction and, no director or shareholder approval shall be required and no authorization, approval or other action by or notice to or filing with any governmental authority or regulatory body exercising jurisdiction in respect of Elevation Gold or GVC is required for the due execution, delivery and performance by Elevation Gold, GVC or the Monitor of the Sale Agreement and the completion of the Transaction.

Vesting of Assets and Liabilities

6. Upon the Monitor releasing the Monitor's Certificate to the Purchaser, as contemplated by paragraph 4 of this Order, the following shall occur, all in accordance with the terms and conditions of the Sale Agreement:
- (a) the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser in fee simple, free and clear of and from any Claims or Encumbrances, which shall be expunged and discharged as against the Purchased Assets;
 - (b) GVC shall retain all of the GVC Retained Liabilities and the GVC Retained Assets free and clear of the GVC Residual Liabilities and any other Claims or Encumbrances (other than Claims or Encumbrances in connection with the GVC Retained Liabilities), which shall be vested out, expunged and discharged as against the GVC Retained Assets, and for greater certainty, any interest any of the counterparties to the Payment Obligation Agreements may have in the Moss Mine or the GVC Retained Assets is hereby vested out, expunged and discharged;
 - (c) subject to and immediately upon the Patriot Determination Order being granted and becoming a Final Order, any interest Patriot may have in the Moss Mine or the GVC Retained Assets is hereby vested out, expunged and discharged;
 - (d) subject to and immediately upon the Nomad Determination Order being granted and becoming a Final Order, any interest Nomad may have in the Moss Mine or the GVC Retained Assets is hereby vested out, expunged and discharged;
 - (e) all of GVC's right, title and interest in and to the GVC Residual Assets shall vest absolutely and exclusively in the name of Elevation Gold and all Claims and Encumbrances attached to the GVC Residual Assets shall continue to attach to the GVC Residual Assets with the same nature and priority as they had immediately prior to their transfer;

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- (f) all GVC Residual Liabilities shall vest absolutely and exclusively in the name of Elevation Gold and shall become obligations of Elevation Gold and cease to be obligations of GVC, and GVC shall be forever released and discharged from the GVC Residual Liabilities and any and all obligations pursuant thereto, and any and all Claims or Encumbrances securing the GVC Residual Liabilities shall be forever released and discharged in respect of GVC and the GVC Retained Assets, provided that nothing in this Order shall be deemed to cancel the GVC Retained Liabilities;
 - (g) the commencement or prosecution, whether directly, indirectly, derivatively or otherwise, of any demands, claims, actions, counterclaims, suits, judgments, or other remedy or recovery with respect to any indebtedness, liability, obligation or cause of action against GVC in respect of the GVC Residual Liabilities or the GVC Residual Assets, shall be permanently enjoined, waived, discharged, released, cancelled and barred;
 - (h) the nature of the GVC Retained Assets and the GVC Retained Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Sale Agreement or the steps and actions taken in accordance with the terms thereof;
 - (i) the nature and priority of the GVC Residual Liabilities assumed by Elevation Gold, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer and assignment to and assumption by Elevation Gold; and
 - (j) any Person that, prior to the Closing Date, had a valid Claim or Encumbrance against GVC or the GVC Retained Assets in respect of the GVC Residual Liabilities shall no longer have such Claim or Encumbrance against GVC or the GVC Retained Assets, but will have an equivalent Claim or Encumbrance against Elevation Gold (including without limitation, in respect of any Property of Elevation Gold) in respect of the GVC Residual Liabilities from and after the Closing Date in its place and stead, and nothing in this Order limits, lessens or extinguishes the GVC Residual Liabilities as against Elevation Gold.
7. Upon delivery by the Monitor to the Purchaser of the Monitor's Certificate, GVC shall cease to be a Petitioner in these proceedings and shall be deemed to be released from the purview of all orders of this Court granted in these proceedings, save and except for this Order, and the style of cause shall be amended accordingly.
8. Upon the filing of a certified copy of this Order with any governmental authorities (collectively, "**Governmental Authorities**"), together with any applicable registration fees, all such Governmental Authorities are hereby authorized, requested and directed to accept delivery of such certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required in order to give effect to the terms of this Order and the Sale Agreement.
9. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms

- 7 -

of this Order and the Sale Agreement. Presentment of a certified copy of this Order shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations such that the Purchased Assets and the GVC Retained Assets shall be free from all Encumbrances. The Purchaser shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances as contemplated herein.

10. For the purposes of determining the nature and priority of Claims or Encumbrances against the Purchased Assets or the GVC Retained Assets, as the case may be, the net proceeds from the sale of the Purchased Assets and the GVC Retained Assets shall stand in the place and stead of the Purchased Assets and the GVC Retained Assets, as applicable, and from and after the date of release of the Monitor's Certificate from escrow, all Claims and Encumbrances on any of the Purchased Assets and the GVC Retained Assets, shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets or the GVC Retained Assets, as applicable, immediately prior to the sale, as if the Purchased Assets and the GVC Retained Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
11. Notwithstanding anything to the contrary in this Order, this Court specifically makes no finding as to whether the interests of Patriot or Nomad are interests in real property or in relation to the Adversary Claims, and any interests, rights, or related claims asserted by Patriot or Nomad against the Petitioners in the Adversary Claims shall not be affected by this Court's approval of the Sale Agreement or the Transaction, and shall be adjudicated in the Chapter 15 Court and, where appropriate, any other federal or state U.S. courts. This Order is without prejudice to the determination by the United States Bankruptcy Court for the District of Arizona of (i) whether the interests of Patriot or Nomad are interests in real property or (ii) the Adversary Claims, including with respect to the positions of all parties.
12. The Monitor is hereby authorized and directed, as soon as reasonably practicable following the release of the Monitor's Certificate from escrow, to file with the Court a copy of the Monitor's Certificate and, following the Monitor's receipt thereof, serve the filed copy of the Monitor's Certificate, upon the Service List maintained by the Monitor in these CCAA proceedings.

Releases

13. Effective immediately upon the release from escrow of the Monitor's Certificate, the present and former directors and officers of the Petitioners (collectively, inclusive of any and all de facto and de jure directors and officers, the "**Directors and Officers**"), in their respective capacities as directors or officers, as the case may be, of the applicable Petitioners, are hereby forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction,

dealing or other occurrence existing or taking place prior to the filing of the Monitor's Certificate in connection with (i) the sale and investment solicitation process undertaken by the Petitioners before the commencement of these proceedings, (ii) the Petitioners' decision to commence these proceedings, (iii) these proceedings or the administration and management of the Petitioners during the course of these proceedings, (iv) the Transaction, or (v) anything done pursuant to the terms of this Order (collectively, the "**Released D&O Claims**"), which Released D&O Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Directors and Officers, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim for gross negligence or wilful misconduct or any claim that is not permitted to be released pursuant to Section 5.1(2) of the CCAA.

14. Notwithstanding paragraph 13 of this Order, any Released D&O Claims that are covered by an applicable insurance policy of the Petitioners and only to the extent of any such available insurance (each an "**Insured Claim**"), shall not be compromised, released, discharged, cancelled or barred by this Order, and any person having an Insured Claim shall be irrevocably limited to recovery in respect of such Insured Claim solely from the proceeds of the applicable insurance policies, and persons with Insured Claims shall have no right to, and shall not, directly or indirectly, seek any recoveries in respect thereof from the Petitioners or the Directors and Officers, other than enforcing such person's rights to be paid by the applicable insurer(s) from the proceeds of the applicable insurance policies. For greater clarity, if no insurance is available to cover a Released D&O Claim, such claim shall be a Released D&O Claim.
15. Effective immediately upon the release from escrow of the Monitor's Certificate, (i) the Petitioners' employees, legal counsel and advisors, and (ii) the Monitor and its legal counsel, and their respective present and former directors, officers, partners, employees, and advisors (the persons listed in (i) and (ii) being collectively, the "**Released Parties**") are hereby forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to the filing of the Monitor's Certificate in connection with (i) these proceedings or the administration and management of the Petitioners during the course of these proceedings, (ii) the Transaction, or (iii) anything done pursuant to the terms of this Order (collectively, the "**Released Claims**"), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, and are not vested nor transferred to any of the Petitioners or to any other entity and are extinguished, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim for gross negligence or wilful misconduct.
16. Effective immediately upon the release from escrow of the Monitor's Certificate, (i) the directors, officers, employees, legal counsel and advisors of INFOR Financial Inc.

(“INFOR”), and (ii) INFOR in its capacity as Sales Agent (as defined in the ARIO) (the persons listed in (i) and (ii) being collectively, the “Sales Agent Released Parties”) shall be deemed to be forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to the issuance of the Monitor’s Certificate in connection with the Transaction or the SISP (as defined in the SISP Order) or completed pursuant to the terms of this Order (collectively, the “Sales Agent Released Claims”), which Sales Agent Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled, barred and extinguished as against the Sales Agent Released Parties, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim for gross negligence or wilful misconduct.

Miscellaneous

17. Pursuant to Section 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* or Section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, Elevation Gold and the Monitor are hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in Elevation Gold’s and GVC’s records pertaining to Elevation Gold’s and GVC’s past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by Elevation Gold and GVC.
18. Subject to the terms of the Sale Agreement, possession of the Purchased Assets shall be delivered by Elevation Gold to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement).
19. Elevation Gold, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court, provided that an extension of greater than 30 days shall not be agreed to without the consent of the Monitor and Maverix Metals Inc., each acting reasonably.
20. Notwithstanding:
 - (a) these CCAA proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued or made pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3 (the “BIA”) in respect of Elevation Gold, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made by or in respect of Elevation Gold; and

(d) the provisions of any federal or provincial statute,

the execution of the Sale Agreement, the implementation of the Transaction, the vesting of the Purchased Assets in the Purchaser, the vesting of the GVC Residual Assets and the GVC Residual Liabilities in Elevation Gold, and the retention by GVC of the GVC Retained Assets and the GVC Retained Liabilities pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Elevation Gold and shall not be void or voidable by creditors of Elevation Gold or GVC, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

- 21. Elevation Gold, GVC and the Monitor shall each be at liberty to apply for further advice, assistance and direction as may be necessary or desirable in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing
- 22. THIS COURT HEREBY REQUESTS the aid and recognition of other Canadian and foreign courts, tribunals, and regulatory or administrative bodies having jurisdiction in Canada or in the United States of America, including the United States Bankruptcy Court for the District of Arizona overseeing the Petitioners' proceedings under Chapter 15 jointly administered in Case No. 2:24-bk-06359 or in any other foreign jurisdiction, to give effect to this Order and to assist the Petitioners, the Monitor, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioners and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Petitioners and the Monitor and their respective agents in carrying out the terms of this Order.
- 23. Endorsement of this Order by counsel appearing on this Application other than counsel for the Petitioners is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

BY THE COURT

REGISTRAR

ENDORSEMENTS ATTACHED

firm
CHECKED
mf



FOR Alexis Teasdale
Lawyer for the Petitioners, Elevation Gold
Mining Corporation, Golden Vertex Corp.,
Golden Vertex (Idaho) Corp. and Eclipse Gold
Mining Corporation

By the Court.

Registrar



SCHEDULE "A"

List of Counsel

Name of Counsel	Party Representing
Kibben Jackson	KSV Restructuring Inc., the Monitor
David Bish	Triple Flag Precious Metals Corp. Maverix Metals Inc.
Lance Williams Ashley Bowron	Patriot Gold Corp.
Timothy Pinos	Nomad Royalty Company Limited
Robin Schwill	EG Acquisition LLC

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SCHEDULE "B"**Specific Encumbrances**

- i. All Claims and Encumbrances associated with or arising from the following Payment Obligation Agreements:
 - (a) Finder's Agreement Moss Mine, dated March 4, 2011, by and among Northern Vertex, Capital Inc., (now known as Elevation Gold Mining Corp.), and Hartmut W. Baitis, Robert B. Hawkins, and Larry L. Lackey, Memorandum of Agreement recorded in the Official Records of Mohave County on January 11, 2012 as Fee# 2012001400.
 - (b) Silver Purchase and Sale Agreement (Streaming Agreement), dated December 5, 2018, by and among Maverix Metals Inc., Golden Vertex Corp. and Northern Vertex Mining Corp (now known as Elevation Gold Mining Corporation), as amended by that certain First Amendment to Silver Purchase and Sale Agreement dated July 30, 2019, as amended by that certain Second Amendment to the Silver Purchase and Sale Agreement, dated May 15, 2023, and as further amended by that certain Reaffirmation and Third Amendment to Silver Purchase and Sale Agreement, dated April 4, 2024.
 - (c) Loan Agreement, dated August 15, 2022 by and among Elevation Gold Mining Corporation and Maverix Metals Inc., as amended by that certain First Amendment to Loan Agreement, dated January 18, 2023, as further amended by that certain Amended and Restated Loan Agreement, dated May 15, 2023, as further amended by that certain Second Amended and Restated Loan Agreement, dated December 15, 2023, as further amended by that certain Third Amended and Restated Loan Agreement, dated March 15, 2024.
 - (d) Promissory Note, dated September 25, 2023 by and among Elevation Gold Mining Corporation and Maverix Metals Inc., as amended and restated by the following amended and restated promissory notes, each by and among Elevation Gold Mining Corporation and Maverix Metals Inc.:
 - (i) Amended and Restated Promissory Note dated October 25, 2023;
 - (ii) Amended and Restated Promissory Note dated November 21, 2023;
 - (iii) Amended and Restated Promissory Note dated December 1, 2023;
 - (iv) Amended and Restated Promissory Note dated January 15, 2024;
 - (v) Amended and Restated Promissory Note dated January 29, 2024;
 - (vi) Amended and Restated Promissory Note dated February 9, 2024;
 - (vii) Amended and Restated Promissory Note dated February 16, 2024;

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- (viii) Amended and Restated Promissory Note dated February 29, 2024;
 - (ix) Amended and Restated Promissory Note dated March 27, 2024;
 - (x) Amended and Restated Promissory Note dated April 29, 2024;
 - (xi) Amended and Restated Promissory Note dated May 24, 2024; and
 - (xii) Amended and Restated Promissory Note dated June 28, 2024.
- (e) Reaffirmation and Amendment to Pledge and Security Agreement, dated January 29, 2024 between Golden Vertex Corp. and Maverix Metals Inc.
 - (f) Amendment to Deed of Trust, Assignment of Production, Leases and Rents, Security Agreement, Financing Statement, dated January 29, 2024, granted by Golden Vertex Corp. in favour of Chicago Title Insurance Company as trustee, for the benefit of Maverix Metals Inc.
 - (g) Demand Promissory Note dated February 26, 2024, by and among Golden Vertex Corp. and Maverix Metals Inc.
 - (h) Pledge and Security Agreement, dated as of February 26, 2024, made by Golden Vertex Corp. in favour of Maverix Metals Inc.
 - (i) Deed of Trust Production, Leases and Rents, Security Agreement, Fixture Filing and Financing Statement, dated as of February 26, 2024, granted by Golden Vertex Corp. for the benefit of Maverix Metals Inc.
 - (j) Multiple Advance Promissory Note in the amount of up to \$2,869,000, dated February 18, 2020, by and among Golden Vertex Corp. and Mohave Electric Cooperative, Incorporated and all related security.

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SCHEDULE "C"

No. S - 245121
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

AND

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

AND

IN THE MATTER OF ELEVATION GOLD MINING CORPORATION,
ECLIPSE GOLD MINING CORPORATION, GOLDEN VERTEX CORP.
and GOLDEN VERTEX (IDAHO) CORP.

PETITIONERS

MONITOR'S CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Madam Justice Fitzpatrick of the Supreme Court of British Columbia (the "**Court**") dated August 1, 2024, the Petitioners commenced proceedings pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended and KSV Restructuring Inc. was appointed as monitor of the Petitioners (in such capacity, the "**Monitor**") in those proceedings.
- B. Pursuant to an Order of the Court dated December 17, 2024 (the "**Approval and Vesting Order**"), the Court approved an Agreement of Purchase and Sale dated December 3, 2024 (the "**Sale Agreement**") between Elevation Gold Mining Corporation as the "**Seller**" and EG Acquisition LLC as the "**Purchaser**", and the transaction contemplated thereby.
- C. Pursuant to the Approval and Vesting Order, certain steps, declarations, actions and other occurrences, including, among other things, the vesting of certain assets, Claims, Encumbrances and Liabilities, and the granting of releases, are to become effective upon: (i) the delivery by the Monitor, of this Monitor's Certificate to the Purchaser's counsel in escrow; and (ii) the release of this Monitor's Certificate from escrow upon the Monitor's receipt of the Purchase Price.
- D. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Approval and Vesting Order or the Sale Agreement, as applicable.

THE MONITOR CERTIFIES the following:

1. The Seller has provided written confirmation to the Monitor, pursuant to Section 2.3.3 of the Sale Agreement, that all conditions to Closing as set out in Article 7 of the Sale Agreement have been satisfied or waived.
2. The Purchaser has provided written confirmation to the Monitor, pursuant to Section 2.3.3 of the Sale Agreement, that all conditions to Closing as set out in Article 7 of the Sale Agreement have been satisfied or waived.
3. The Monitor has received the amount referred to in Section 2.2.1 of the Sale Agreement.
4. The Monitor will file, as soon as practicable, a copy of this Monitor's Certificate with the Court and provide evidence of such filing to the Purchaser.

DATED at the City of _____, in the Province of _____, this ____ day of _____, 202__

KSV Restructuring Inc., in its capacity as
Monitor, and not in its personal capacity.

Per: _____
Name:
Title:

EXHIBIT 2

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No. S - 245121
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

AND

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

AND

IN THE MATTER OF ELEVATION GOLD MINING CORPORATION,
ECLIPSE GOLD MINING CORPORATION, GOLDEN VERTEX CORP.
and GOLDEN VERTEX (IDAHO) CORP.

PETITIONERS

ORDER MADE AFTER APPLICATION

(Distribution Order)

BEFORE THE HONOURABLE)	
)	December 17, 2024
MADAM JUSTICE FITZPATRCK)	

ON THE APPLICATION of Elevation Gold Mining Corporation ("**Elevation Gold**") and Golden Vertex Corp. ("**GVC**") coming on for hearing at Vancouver, British Columbia, on this day; AND ON HEARING Alexis Teasdale, counsel for the Petitioners, and those other counsel listed on Schedule "A" hereto; AND UPON READING the material filed, including the Sixth Affidavit of Tim Swendseid, sworn December 3, 2024, the Confidential Seventh Affidavit of Tim Swendseid, sworn December 3, 2024 and the Fourth Report of KSV Restructuring Inc. (the "**Monitor**"), dated December 3, 2024; AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "**CCAA**"), the *British Columbia Supreme Court Civil Rules*, and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

1. The time for service of the Notice of Application for this order and the supporting materials is hereby abridged and this application is properly returnable today, and service upon any interested party other than those parties on the service list maintained in these proceedings is hereby dispensed with.

DEFINED TERMS

2. Capitalized terms used but not otherwise defined in this order shall have the meanings given to them in the Approval and Vesting Order granted herein on December 17, 2024 (the "AVO").

DISTRIBUTION

3. Provided that no creditor provides written notice to the Monitor (each, a "**Written Notice of Priority Claim**"), within 30 days following the date on which the Monitor's Certificate is filed herein (the "**Hold Period**"), asserting that it has a claim ranking in priority to Maverix's interest in the Purchased Assets (a "**Priority Claim**"), the Monitor is hereby authorized and directed to distribute the net proceeds of the sale of the Purchased Assets (the "**Sale Proceeds**") to Maverix Metals Inc. ("**Maverix**"), subject to the Monitor holding back sufficient proceeds to satisfy any obligations which may be incurred by the Petitioners through to the conclusion of these proceedings, including to pay any professional fees secured under the Administration Charge (as defined in the Amended and Restated Initial Order of this court made herein on August 12, 2024), as the Monitor deems appropriate, in its sole discretion.
4. If the Monitor receives one or more Written Notices of Priority Claim within the Hold Period, the Monitor may nevertheless distribute the Sale Proceeds to Maverix after the Hold Period provided that the Monitor at all times retains sufficient of the Sale Proceeds to pay the full amount of any unresolved Priority Claims pending the resolution thereof, whether by settlement or order of this Court or the US Court (as defined below).
5. Notwithstanding:
 - (a) the pendency of these CCAA proceedings;
 - (b) any application for a bankruptcy or receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**") or other applicable legislation in respect of the Petitioners and any bankruptcy or receivership order issued pursuant to such applications;
 - (c) any assignment in bankruptcy made in respect of the Petitioners; and
 - (d) any provision of any federal or provincial legislation,

any distributions authorized hereby shall be made free and clear of all Claims and Encumbrances and shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Petitioners and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

- 6. The Monitor and/or any of the Petitioners are hereby authorized to take all necessary actions to effect the distributions in accordance with the provisions of this Order, and shall not incur any liability as a result of making such distributions.

GENERAL

- 7. Endorsement of this Order by counsel appearing on this application other than counsel for the Petitioners is hereby dispensed with.
- 8. THIS COURT REQUESTS the aid and recognition of other Canadian and foreign courts, tribunals, and regulatory or administrative bodies having jurisdiction in Canada or in the United States of America, including the United States Bankruptcy Court (the “US Court”) overseeing the Petitioners’ proceedings under Chapter 15 jointly administered in Case No. 2:24-bk-06359 or in any other foreign jurisdiction, to give effect to this Order and to assist the Petitioners, the Monitor, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioners and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Petitioners and the Monitor and their respective agents in carrying out the terms of this Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of Alexis Teasdale

Party Lawyer for the Petitioners



BY THE COURT

REGISTRAR



Schedule "A"**List of Counsel**

Name of Counsel	Party Representing
Kibben Jackson Mishaal Gill	KSV Restructuring Inc., the Monitor
David Bish	Triple Flag Precious Metals Corp. Maverix Metals Inc.
Lance Williams Ashley Bowron	Patriot Gold Corp.
Timothy Pinos	Nomad Royalty Company Limited
Robin Schwill	EG Acquisition LLC

UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA

In re:

Elevation Gold Mining Corporation, *et al.*,

Debtor in a Foreign Proceeding.

Chapter 15

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

(Jointly Administered)

**ORDER RECOGNIZING AND
ENFORCING CANADIAN SALE
ORDER AND DISTRIBUTION ORDER**

This matter came before the Court pursuant to the *Motion For Recognition And Enforcement Of Canadian Sale And Distribution Order* [Dkt. 110] (the “**Recognition Motion**”) filed in the above-captioned Chapter 15 cases (collectively, the “**Chapter 15 Case**”) by KSV Restructuring Inc. in its capacity as the Monitor (the “**Monitor**”) for the Chapter 15 Debtors in the Chapter 15 Case (collectively, the “**Debtors**”). In the Recognition Motion, the Monitor requests that this Court recognize, give full force and effect to, and make binding on all United States assets and United States creditors of the Debtors: (a) a sale and reverse vesting order (the “**Canadian Sale Order**”) entered by the Canadian Insolvency Court (the “**Canadian Court**”) in the pending Canadian insolvency proceeding involving the Debtors (the “**Canadian Proceeding**”); and (b) a distribution order entered by the Canadian Court in the Canadian Proceeding (the “**Canadian Distribution Order**” and, collectively with the Canadian Sale Order, the “**Canadian Orders**”). A copy of the Canadian Sale Order is attached to this Order as **Exhibit 1** and a copy of the Canadian Distribution Order is attached hereto as **Exhibit 2**.

Unless specifically defined herein, capitalized defined terms used in this Order will have the same meanings as defined in the Canadian Sale Order and the Distribution Order, as

1 Objections (collectively, the “**Objections**”) to the Recognition Motion were
2 filed by Patriot Gold Corporation (“**Patriot**”) [Dkt. #139] and Nomad Royalty
3 Company Limited (“**Nomad**”) [Dkt. #138]. (Patriot and Nomad are referred to
4 herein collectively as the “**Royalty Holders**”.) The Court held a hearing on the
5 Recognition Motion on December 23, 2024 (the “**Hearing**”).

6 After consideration of the Motion, the documents submitted by the Monitor in
7 support thereof, the Objections, the other pleadings and documents submitted to the Court
8 in regard to the Motion, the arguments of counsel presented at the Hearing, and the entire
9 record before the Court regarding this matter, the Court finds and concludes as follows:

10 (A) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and
11 1334 and 11 U.S.C. § 1501;

12 (B) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P);

13 (C) venue is proper in this District pursuant to 28 U.S.C. § 1410;

14 (D) the Monitor has given appropriate, sufficient and timely notice of the
15 Motion;

16 (E) the Court has the authority to grant the requested relief under 11 U.S.C. §§
17 1507 and 1521; and

18 (F) there is good cause for the entry of this Order for the reasons stated by the
19 Court on the record at the Hearing.

20 **NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:**

21 1. The Motion is hereby **GRANTED** as and to the extent provided in this
22 Order.

23 2. Except as provided in this Order, the Objections filed by Patriot and Nomad
24 are otherwise overruled.

25
26
27 the same meanings as defined in the Canadian Sale Order and/or the Distribution Order, as
28 applicable.

1 3. The Canadian Orders are approved, recognized, and given full force and
2 effect in the United States by this Court, but only under the terms and conditions stated
3 in this Order.

4 4. Notwithstanding any contrary provision of either the Canadian Sale Order
5 or the Canadian Distribution Order, none of the rights, claims, or interests of the
6 Royalty Holders under their respective royalty deeds or agreements, including their
7 respective rights in the minerals at the Moss Mine in Arizona owned ~~by~~by GVC and
8 their proceeds, and further including all claims asserted or that may be asserted by the
9 Royalty Holders in the Adversary Proceeding filed by Patriot [Adv. No.
10 2:24-ap-00253-EPB] and the Adversary Proceeding filed by Nomad [Adv. No.
11 2:24-ap-00252-EPB] (collectively, the “**Adversary Proceedings**”), are altered or
12 affected in any way by this Order or the Canadian Orders, and all such rights, claims
13 and interests held by the Royalty Holders are fully preserved as rights, claims, and/or
14 interests enforceable against GVC (including after closing of the sale transaction which
15 is the subject of the Canadian Sale Order), the Debtors, and all other parties.

16 5. Without limiting the foregoing:

17 a. Paragraph 11 of the Canadian Sale Order, the text of which is
18 copied below, is expressly approved and adopted by this Court as an operative part of
19 this Order recognizing the Canadian Sale Order:

20 **Paragraph 11 of Canadian Sale Order**

21 Notwithstanding anything to the contrary in this Order, this Court
22 specifically makes no finding as to whether the interests of Patriot
23 or Nomad are interests in real property or in relation to the
24 Adversary Claims, and any interests, rights, or related claims
25 asserted by Patriot or Nomad against the Petitioners in the
26 Adversary Claims shall not be affected by this Court’s approval of
27 the Sale Agreement or the Transaction, and shall be adjudicated in
28 the Chapter 15 Court and, where appropriate, any other federal or
state U.S. courts. This Order is without prejudice to the
determination by the United State Bankruptcy Court for the District
of Arizona of (i) whether the interest of Patriot or Nomad are
interests in real property or (ii) the Adversary Claims, including
with respect to the positions of all parties.

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[As defined in the Canadian Sale Order, “Adversary Claims’ means the claims set out in the adversary complaints filed in the Chapter 15 Proceedings by Nomad and Patriot on November 18, 2024 and November 19, 2024, respectively, as may be amended or adjudicated in accordance with the Chapter 15 Proceedings;” Canadian Sale Order, ¶ 2(a).]

b. All “GVC Residual Assets” ~~(as, defined in the Canadian Sale Order)~~ by reference to the Sale Agreement as:

all of GVC’s cash and cash equivalents, bank deposits, bank balances, and moneys in possession of banks, the Monitor and other depositories, any Accounts Receivable from Refinery, and any deposits of GVC held in trust accounts to secure payment of the reasonable fees and disbursements of the Monitor, the Sales Agent and any professional advisors of GVC, Elevation Gold, or the Monitor,

~~transferred from GVC to Elevation Gold under the Canadian Sale Order, including all pre-sale closing cash, accounts receivable, and rights to proceeds from minerals extraction~~ (i) shall remain subject to all of the respective asserted or potential claims and/or interests of the Royalty Holders, (ii) shall be segregated, preserved, and accounted for by the Monitor and the Debtors, and (iii) shall not be consumed, used, or disbursed in any way by the Monitor or the Debtors pending further order of this Court ~~after a determination of the respective claims, rights, and interests asserted by the Royalty Holders in such property has been made.~~ Notwithstanding the foregoing, the Monitor and/or the Debtors shall be entitled to utilize GVC Residual Assets to pay: (x) expenses incurred prior to closing but due and payable post-closing; and (y) all amounts authorized and directed to be paid pursuant to the Amended and Restated Initial Order of the Canadian Court dated August 12, 2024 (the “ARIO”) (Dkt. 34-1), which was recognized and made enforceable in the United States by this Court. ~~’s recognition order dated September 16, 2024 (the “Recognition Order”) (Dkt. 41).~~ Nothing herein shall affect or alter any charges granted by the ARIO as made enforceable by the Recognition Order.

1 c. The proceeds of the Purchased Assets, as defined in the Canadian
2 Sale Order, shall be held in accordance with the terms of the Canadian Distribution
3 Order.

4 d. The third party releases granted in the Canadian Orders shall not be
5 recognized or effective in the United States with regard to: (i) the respective claims and
6 interests of the Royalty Holders against GVC and/or the other Debtors with respect to
7 United States property, including, without limitation, all claims and interests pursuant to
8 their respective royalty agreements or as stated in the Adversary Proceedings; and (ii)
9 any claims that the Royalty Holders may hold or assert in the United States in respect of
10 United States property against any third parties, including, without limitation, the
11 Debtors' directors, officers, employees, or any third party recipients of funds in which
12 the Royalty Holders assert(ed) an interest.

13 6. All parties' rights regarding the Adversary Proceedings, ~~including any~~
14 ~~jurisdictional or other arguments or claims that may be asserted as a result of the~~
15 ~~transactions which are the subject of the Canadian Orders~~, shall remain unaffected and
16 are hereby fully reserved.

17 7. Within two business days of the entry of this Order, the Monitor shall serve
18 a true and correct copy of this Order by the Court's electronic service, and if that is not
19 available, by e-mail, where practicable, and where e-mail service is impracticable, by
20 United States mail, first-class postage prepaid or by overnight courier, to: (a) the Office of
21 the United States Trustee for the District of Arizona; (b) all parties to litigation currently
22 pending in the United States in which any of the Debtors is a party; (c) all known material
23 U.S. creditors and contract counterparties of the Debtors; and (d) all parties who have
24 entered an appearance in the Chapter 15 Case. Such service shall constitute due, adequate
25 and sufficient service and notice of this Order, and no other or further service or notice
26 shall be required.

27 8. Notwithstanding any applicable Bankruptcy Rule, the terms and condition
28 of this Order shall be immediately effective and enforceable upon its entry.

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9. The Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

DATED AND SIGNED ABOVE

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APPROVED AS TO FORM:

LEWIS ROCA ROTHGERBER CHRISTIE LLP

QUARLES & BRADY LLP

By _____
Robert M. Charles, Jr.
And
Ken Coleman
Attorneys for KSV Restructuring Inc., as
monitor

By _____
John A. Harris
Anthony F. Pusateri
Attorneys for Patriot Gold Corp.

FENNEMORE CRAIG, P.C.


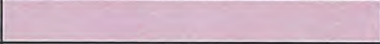
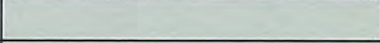


SNELL & WILMER L.L.P.

By _____
Anthony W. Austin
Tyler Carlton
Stacy Porche
Attorneys for Debtor Golden Vertex
Corporation

By _____
Bryce A. Suzuki
James G. Florentine
Attorneys for Nomad Royalty Company
Limited

Document comparison by Workshare Compare on Saturday, December 28, 2024 3:02:04 PM

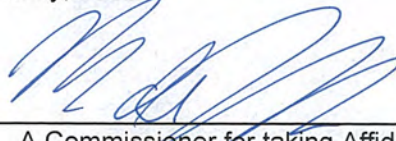
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Moved to	0
Style changes	0
Format changes	0

Total changes	18
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This is **Exhibit "F"** referred to in **Affidavit #2** of **Susan Danielisz**, sworn before me at Vancouver, British Columbia, this 11th day of February, 2025.



A Commissioner for taking Affidavits
for British Columbia

1 QUARLES & BRADY LLP
 2 Renaissance One
 3 Two North Central Avenue
 Phoenix, Arizona 85004-2391
 Telephone 602.229.5200

4 John A. Harris, Esq. (#014459)
 john.harris@quarles.com
 5 Anthony F. Pusateri, Esq. (#036206)
 anthony.pusateri@quarles.com
 6 Dallin B. Hendricks, Esq. (#037954)
 dallin.hendricks@quarles.com

7 *Attorneys for Patriot Gold Corp.*

SNELL & WILMER L.L.P.
 One East Washington Street
 Suite 2700
 Phoenix, AZ 85004
 Telephone: 602.382.6000
 Facsimile: 602.382.6070

Bryce A. Suzuki (#022721)
 bsuzuki@swlaw.com
 James G. Florentine (#034058)
 jflorentine@swlaw.com

Attorneys for Nomad Royalty Company Ltd.

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 Debtor in a Foreign Proceeding.

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

**PATRIOT GOLD'S AND NOMAD'S
 JOINT OBJECTION TO REVISED
 PROPOSED ORDER LODGED BY
 MONITOR RECOGNIZING
 CANADIAN SALE ORDER**

21 This Joint Objection (the “**Objection**”) is filed jointly by Patriot Gold Corporation
 22 (“**Patriot Gold**”) and Nomad Royalty Company, Ltd. (“**Nomad**” and, collectively with
 23 Patriot Gold, the “**Royalty Holders**”). At the end of the hearing held by the Court on
 24 Friday, December 27, 2024 (the “**12/27 Hearing**”), the Court directed the Royalty Holders
 25 to make a certain revision to the form of Order recognizing Canadian sale order they had
 26 previously lodged, and to lodge the revised form of Order (along with a redline) for
 27 consideration by the Court. The Royalty Holders did as the Court directed, and lodged a
 28 revised form of proposed Order for entry by the Court on the afternoon of December 27

1 (the “**Royalty Holders’ Revised Order**”). *See Patriot Gold’s and Nomad’s Joint Notice*
2 *of Lodging Proposed Order Recognizing Canadian Sale Order* [Dkt. 145].¹

3 On Saturday, December 28, the Monitor filed an objection (the “**Monitor**
4 **Objection**”) to the Royalty Holders’ Revised Order [*see* Dkt. No. 146] and he lodged yet
5 another competing form of order (the “**Monitor’s Revised Order**”) [*see* Dkt. No. 147].

6 The Royalty Holders will not re-argue the points previously argued at the 12/27
7 Hearing (including that the Monitor’s proposed orders are entirely inconsistent with the
8 Monitor’s previous on the record representations to the Court and agreement that the
9 “GVC Residual Assets” would be held pending further Order of this Court). However,
10 the Royalty Holders file this limited Objection to address certain new points raised by the
11 Monitor in its Monitor Objection and Monitor’s Revised Order that are flatly wrong and/or
12 misleading:

13 1. The Monitor asserts that, unless it can consume the GVC Residual Assets,
14 it will lack the ability to pay for estate expenses and for estate professionals. *See* Monitor
15 Objection at 2–3. This is untrue and inconsistent with the Canadian Court’s Distribution
16 Order (which the Monitor also asked to be recognized). The Distribution Order makes
17 clear that estate expenses, including specifically professional fee claims, are to be reserved
18 from the *Sale Proceeds* from the sale of the GVC stock, which are separate and apart from
19 the GVC Residual Assets that GVC is transferring to Elevation. In this regard, the
20 Distribution Order provides:

21 3. Provided that no creditor provides written notice to the
22 Monitor (each a “Written Notice of Priority Claim”), within 30
23 days following the date on which the Monitor’s Certificate is
24 filed herein (the “Hold Period”), asserting that it has a claim
25 ranking in priority to Maverix’s interest in the Purchased Assets
26 (a “Priority Claim”), the Monitor is hereby authorized and
27 directed to distribute the net proceeds of the sale of the
Purchased Assets (the “Sale Proceeds”) to Maverix Metals, Inc.
(“Maverix), **subject to the Monitor holding back sufficient
proceeds to satisfy any obligation which may be incurred by**

28 ¹ Unless specifically defined herein, capitalized defined terms used in this Objection will
have the meanings as defined in the Royalty Holders’ Revised Order.

1 **the Petitioners through to the conclusion of these**
 2 **proceedings, including to pay any professional fees secured**
 3 **under the Administration Charge (as defined in the**
 4 **Amended and Restated Initial Order of this court made**
 herein on August 12, 2024), as the Monitor deems
 appropriate, in its sole discretion.

5 *See Canadian Distribution Order (attached as Exhibit “2” to the Royalty Holders’ Revised*
 6 *Order and separately filed with the Court at Dkt. No. 132-2 at p. 2, Sec. 3) (emphasis*
 7 *added).²*

8 2. The Monitor asserts that preservation of the GVC Residual Assets pending
 9 determination of the competing claims against same is somehow inconsistent with the
 10 Canadian Court’s ARIO. *See* Monitor Objection at 3–4. This is untrue. The ARIO only
 11 provides authority for the Debtors (called “Petitioners” in the Canadian Orders) to pay
 12 certain expenses reasonably necessary “in carrying on the [Debtors’] Business in the
 13 ordinary course following the Order Date, and in carrying out the provisions of this Order
 14 . . .”. *See* ARIO at Sec. 7. Of course, after the closing of the sale of the GVC stock
 15 requested by the Monitor and the Debtors, there will be no “ordinary course” business
 16 expenses of the Debtors’ because the business is sold to, and run by, the buyer. Moreover,
 17 nowhere does the Canadian Court authorize (much less direct) that payment of expenses
 18 is to come from the GVC Residual Assets. Rather, as discussed in Paragraph 1 above, the
 19 Canadian Court has ruled expressly that payment for such expenses is to be reserved from
 20 the Sale Proceeds.

21 3. The Monitor asserts that the Royalty Holders have somehow tried to modify
 22 the definition of “GVC Residual Assets” in the Royalty Holders’ Revised Order. *See*
 23 Monitor Objection at 4–5. This is untrue. The Royalty Holders’ Revised Order refers to
 24 the GVC Residual Assets as follows – “All ‘GVC Residual Assets’ (as defined in the
 25 Canadian Sale Order) transferred from GVC to Elevation Gold under the Canadian Sale
 26 Order, including all pre-sale closing cash, accounts receivable, and rights to proceeds from

27 ² The August 12, 2024 Amended and Restated Initial Order (the “ARIO”) referenced by the
 28 Canadian Court in the quoted passage from the Distribution Order is the same order the Monitor
 cites in his Monitor Objection.

1 mineral extraction . . .”. See Royalty Holders’ Revised Order at 4. This is entirely
2 consistent with the Canadian Sale Order (it actually states that the Canadian Sale Order
3 definition controls), and does not in any way expand, limit, or otherwise alter, the phrase
4 “GVC Residual Assets” as used in the Canadian Sale Order. The Canadian Sale Order
5 incorporates the defined terms from the Agreement of Purchase and Sale between GVC
6 and the Buyer (the “APS”). See Canadian Sale Order (attached as Exhibit “1” to the
7 Royalty Holders’ Revised Order and separately filed with the Court at Dkt. No. 132-3 at
8 p. 2, Sec. 2).

9 The APS defines “GVC Residual Assets” as:

10 (i) all of GVC’s cash and cash equivalents, bank deposits, bank
11 balances, and moneys in possession of banks, the Monitor and
12 other depositories; (ii) any Accounts Receivable from Refinery;
13 and (iii) any deposits of GVC held in trust accounts to secure
14 payment of the reasonable fees and disbursements of the
15 Monitor, the Sales Agent and any professional advisors of
16 GVC, the Seller or the Monitor.

17 See APS at Sec. 1.1 (oo).

18 The APS defines “Accounts Receivable from Refinery” as:

19 [A]ccounts receivable or other amounts due, owing or accruing
20 due to GVC or the Seller from any refinery, whether such
21 amounts become due, owing or accruing, before or after
22 Closing, in respect of any gold or silver processed or to be
23 processed from any ore produced from the Moss Mine that is
24 received by any such refinery prior to Closing, whether such ore
25 is processed before or after Closing, whether such amounts are
26 current or overdue, together with all interest accrued on such
27 items without deduction or reserve for uncollectible amounts.

28 See APS at Sec. 1.1(b)

4. The Monitor asserts that the Royalty Holders have not quantified the amount
of their claims. See Monitor Objection at 5. This is misleading. The Monitor admits that
the Debtors have failed to pay at least \$2 million of required royalty payments to the
Royalty Holders. Moreover, the Debtors have failed to provide required accountings and
other documentation necessary for the Royalty Holders to determine the exact amount of
royalty payments wrongfully withheld and converted by the Debtors. This is one of the

1 specific issues raised in the pending Adversary Proceedings filed by the respective Royalty
2 Holders, which include claims for an accounting from the Debtors.

3 WHEREFORE, the Royalty Holders request that the Court enter the Royalty
4 Holders' Revised Order, which includes the change requested by the Court at the 12/27
5 Hearing.

6
7 DATED this 30th day of December, 2024.

8 QUARLES & BRADY LLP
9 Renaissance One
10 Two North Central Avenue
11 Phoenix, AZ 85004-2391

12 By /s/ John A. Harris

13 John A. Harris
14 Anthony F. Pusateri
15 Dallin B. Hendricks

16 Attorneys for Patriot Gold Corp.

17 SNELL & WILMER L.L.P.
18 One E. Washington Street, Suite 2700
19 Phoenix, AZ 85004

20 By /s/ Bryce A. Suzuki

21 Bryce A. Suzuki
22 James G. Florentine

23 Attorneys for Nomad Royalty Company
24 Ltd.

25 COPIES of the foregoing sent
26 via e-mail this 30th day of December,
27 2024, to:

28 Anthony W. Austin
Tyler Carlton
Stacy Porche
FENNEMORE CRAIG, P.C.
2394 E. Camelback Road, Suite 600
Phoenix, Arizona 85016
Email: aaustin@fennemorelaw.com
Email: tcarlton@fennemorelaw.com
Email: sporche@fennemorelaw.com
Attorneys for Debtor Golden Vertex Corporation

1 William L. Roberts
LAWSON LUNDELL LLP
2 1600 - 925 West Georgia Street
VANCOUVER V6C 3L2 BC
3 Email: wroberts@lawsonlundell.com

4 Robert M. Charles, Jr.
LEWIS ROCA ROTHGERBER CHRISTIE LLP
5 1 South Church Avenue, Suite 2000
Tucson, AZ 85701-1611
6 Email: rcharles@lewisroca.com
-and-

7 Ken Coleman
2628 Broadway
8 New York, NY 10025
Email: ken@kencoleman.us
9 Attorneys for KSV Restructuring, Inc.,
as Monitor and Foreign Representative

10
11 Bradley Cosman
PERKINS COIE LLP
2525 E. Camelback Road, Suite 500
12 Phoenix, AZ 85016
Email: BCosman@perkinscoie.com
13 -and-

14 Amir Gamliel
PERKINS COIE LLP
1888 Century Park E., Suite 1700
15 Los Angeles, CA 90067-1721
Email: AGamliel@perkinscoie.com
16 Attorneys for Maverix Metals Inc.

17 Jeffrey Charles Whitley
WHITLEY LEGAL GROUP, P.C.
18 17550 N. Perimeter Dr., Ste 100
Scottsdale, AZ 85255
19 Email: jeff@whitleylegalgroup.com
Attorney for Hartmut Bartis, Larry Lackey,
20 and Robert B. Hawkins

21 Paul A. Loucks
DECONCINI MCDONALD
22 YETWIN & LACY, P.C.
2525 E. Broadway Blvd., Ste. 200
23 Tucson, AZ 85716
Email: ploucks@dmyl.com

24
25 Patrick A. Clisham
Michael P. Rolland
ENGELMAN BERGER, PC
2800 N. Central Avenue, Suite 1200
26 Phoenix, AZ 85004
27 Email: drm@eblawyers.com
Email: mpr@eblawyers.com
28 Attorneys for Mohave Electrical Cooperative

1 Bryce A. Suzuki
James G. Florentine
2 SNELL & WILMER L.L.P.
One E. Washington Street, Suite 2700
3 Phoenix, AZ 85004
Email: bsuzuki@swlaw.com
4 Email: jflorentine@swlaw.com
Attorneys for Nomad Royalty Company Ltd.
5

6 Larry L. Watson
OFFICE OF THE U.S. TRUSTEE
230 N. First Avenue, Suite 204
7 Phoenix, AZ 85003
Email: larry.watson@usdoj.gov
8

9 /s/ Dawn McCombs
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This is **Exhibit "G"** referred to in **Affidavit #2** of **Susan Danielisz**, sworn before me at Vancouver, British Columbia, this 11th day of February, 2025.



A Commissioner for taking Affidavits
for British Columbia

Dated: December 30, 2024



[Signature]
Eddward P. Ballinger Jr., Chief Bankruptcy Judge

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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA**

In re:
Elevation Gold Mining Corporation, *et al.*,
Debtor in a Foreign Proceeding.

Chapter 15
Case No. 2:24-bk-06359-EPB
(Jointly Administered)

**ORDER RECOGNIZING AND
ENFORCING CANADIAN SALE
ORDER AND DISTRIBUTION ORDER
AS AMENDED BY THE COURT**

This matter came before the Court pursuant to the *Motion For Recognition And Enforcement Of Canadian Sale And Distribution Order* [Dkt. 110] (the “**Recognition Motion**”) filed in the above-captioned Chapter 15 cases (collectively, the “**Chapter 15 Case**”) by KSV Restructuring Inc. in its capacity as the Monitor (the “**Monitor**”) for the Chapter 15 Debtors in the Chapter 15 Case (collectively, the “**Debtors**”). In the Recognition Motion, the Monitor requests that this Court recognize, give full force and effect to, and make binding on all United States assets and United States creditors of the Debtors: (a) a sale and reverse vesting order (the “**Canadian Sale Order**”) entered by the Canadian Insolvency Court (the “**Canadian Court**”) in the pending Canadian insolvency proceeding involving the Debtors (the “**Canadian Proceeding**”); and (b) a distribution order entered by the Canadian Court in the Canadian Proceeding (the “**Canadian Distribution Order**” and, collectively with the Canadian Sale Order, the “**Canadian Orders**”). A copy of the Canadian Sale Order is attached to this Order as Exhibit 1 and a

1 copy of the Canadian Distribution Order is attached hereto as Exhibit 2.¹

2 Objections (collectively, the “**Objections**”) to the Recognition Motion were
3 filed by Patriot Gold Corporation (“**Patriot**”) [Dkt. #139] and Nomad Royalty
4 Company Limited (“**Nomad**”) [Dkt. #138]. (Patriot and Nomad are referred to herein
5 collectively as the “**Royalty Holders**”.) The Court held a hearing on the Recognition
6 Motion on December 23, 2024 (the “**Hearing**”).

7 After consideration of the Motion, the documents submitted by the Monitor in
8 support thereof, the Objections, the other pleadings and documents submitted to the Court
9 in regard to the Motion, the arguments of counsel presented at the Hearing, and the entire
10 record before the Court regarding this matter, the Court finds and concludes as follows:

11 (A) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and
12 1334 and 11 U.S.C. § 1501;

13 (B) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P);

14 (C) venue is proper in this District pursuant to 28 U.S.C. § 1410;

15 (D) the Monitor has given appropriate, sufficient and timely notice of the
16 Motion;

17 (E) the Court has the authority to grant the requested relief under 11 U.S.C. §§ 1507
18 and 1521; and

19 (F) there is good cause for the entry of this Order for the reasons stated by the Court
20 on the record at the Hearing.

21 **NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:**

22 1. The Motion is hereby **GRANTED** as and to the extent provided in this
23 Order.

24 2. Except as provided in this Order, the Objections filed by Patriot and Nomad
25 are otherwise overruled.

26 _____
27 ¹ Unless specifically defined herein, capitalized defined terms used in this Order will have
28 the same meanings as defined in the Canadian Sale Order and/or the Distribution Order, as
 applicable.

1 3. The Canadian Orders are approved, recognized, and given full force and
2 effect in the United States by this Court, but only under the terms and conditions stated
3 in this Order.

4 4. Notwithstanding any contrary provision of either the Canadian Sale Order
5 or the Canadian Distribution Order, none of the rights, claims, or interests of the Royalty
6 Holders under their respective royalty deeds or agreements, including their respective
7 rights in the minerals at the Moss Mine in Arizona owned by GVC and their proceeds,
8 and further including all claims asserted or that may be asserted by the Royalty Holders
9 in the Adversary Proceeding filed by Patriot [Adv. No. 2:24-ap-00253-EPB] and the
10 Adversary Proceeding filed by Nomad [Adv. No. 2:24-ap-00252-EPB] (collectively, the
11 “**Adversary Proceedings**”), are altered or affected in any way by this Order or the
12 Canadian Orders, and all such rights, claims and interests held by the Royalty Holders
13 are fully preserved as rights, claims, and/or interests enforceable against GVC (including
14 after closing of the sale transaction which is the subject of the Canadian Sale Order), the
15 Debtors, and all other parties.

16 5. Without limiting the foregoing:

17 a. Paragraph 11 of the Canadian Sale Order, the text of which is copied
18 below, is expressly approved and adopted by this Court as an operative part of this Order
19 recognizing the Canadian Sale Order:

20 **Paragraph 11 of Canadian Sale Order**

21 Notwithstanding anything to the contrary in this Order, this Court
22 specifically makes no finding as to whether the interests of Patriot or
23 Nomad are interests in real property or in relation to the Adversary
24 Claims, and any interests, rights, or related claims asserted by Patriot
25 or Nomad against the Petitioners in the Adversary Claims shall not be
26 affected by this Court’s approval of the Sale Agreement or the
27 Transaction, and shall be adjudicated in the Chapter 15 Court and,
28 where appropriate, any other federal or state U.S. courts. This Order is
without prejudice to the determination by the United State Bankruptcy
Court for the District of Arizona of (i) whether the interest of Patriot
or Nomad are interests in real property or (ii) the Adversary Claims,
including with respect to the positions of all parties.

1 [As defined in the Canadian Sale Order, “Adversary Claims’ means
2 the claims set out in the adversary complaints filed in the Chapter 15
3 Proceedings by Nomad and Patriot on November 18, 2024 and
4 November 19, 2024, respectively, as may be amended or adjudicated
5 in accordance with the Chapter 15 Proceedings;” Canadian Sale
6 Order, ¶ 2(a).]

7 b. All “GVC Residual Assets” (as defined in the Canadian Sale Order)
8 transferred from GVC to Elevation Gold under the Canadian Sale Order, including all
9 pre-sale closing cash, accounts receivable, and rights to proceeds from minerals
10 extraction (i) shall remain subject to all of the respective asserted or potential claims
11 and/or interests of the Royalty Holders, (ii) shall be segregated, preserved, and accounted
12 for by the Monitor and the Debtors, and (iii) shall not be consumed, used, or disbursed
13 in any way by the Monitor or the Debtors pending further order of this Court. ~~after a
14 determination of the respective claims, rights, and interests asserted by the Royalty
15 Holders in such property has been made by this Court.~~

16 c. The proceeds of the Purchased Assets, as defined in the Canadian
17 Sale Order, shall be held in accordance with the terms of the Canadian Distribution Order.

18 d. The third party releases granted in the Canadian Orders shall not be
19 recognized or effective in the United States with regard to: (i) the respective claims and
20 interests of the Royalty Holders against GVC and/or the other Debtors with respect to
21 property located within the United States; and (ii) any claims that the Royalty Holders
22 may hold or assert in the United States against any third parties, including, without
23 limitation, the Debtors’ directors, officers, employees, or any third party recipients of
24 funds in which the Royalty Holders assert(ed) an interest.

25 6. All parties’ rights regarding the Adversary Proceedings, including any
26 jurisdictional or other arguments or claims that may be asserted as a result of the
27 transactions which are the subject of the Canadian Orders, shall remain unaffected and
28 are hereby fully reserved.

7. Within two business days of the entry of this Order, the Monitor shall serve
a true and correct copy of this Order by the Court’s electronic service, and if that is not

1 available, by e-mail, where practicable, and where e-mail service is impracticable, by
2 United States mail, first-class postage prepaid or by overnight courier, to: (a) the Office
3 of the United States Trustee for the District of Arizona; (b) all parties to litigation
4 currently pending in the United States in which any of the Debtors is a party; (c) all
5 known material U.S. creditors and contract counterparties of the Debtors; and (d) all
6 parties who have entered an appearance in the Chapter 15 Case. Such service shall
7 constitute due, adequate and sufficient service and notice of this Order, and no other or
8 further service or notice shall be required.

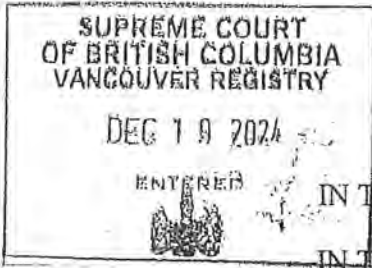
9 8. Notwithstanding any applicable Bankruptcy Rule, the terms and condition of
10 this Order shall be immediately effective and enforceable upon its entry.

11 9. The Court shall retain jurisdiction with respect to all matters relating to the
12 interpretation or implementation of this Order.

13 **DATED AND SIGNED ABOVE**

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EXHIBIT 1



No. S - 245121
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

AND

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

AND

IN THE MATTER OF ELEVATION GOLD MINING CORPORATION,
ECLIPSE GOLD MINING CORPORATION, GOLDEN VERTEX CORP.
and GOLDEN VERTEX (IDAHO) CORP.

PETITIONERS

ORDER MADE AFTER APPLICATION

(Approval and Vesting Order)

BEFORE THE HONOURABLE MADAM
JUSTICE FITZPATRICK

)
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TUESDAY, THE 17TH DAY
OF DECEMBER 2024

ON THE APPLICATION of Elevation Gold Mining Corporation ("**Elevation Gold**") and Golden Vertex Corp. ("**GVC**") coming on for hearing at Vancouver, British Columbia, on the 17th day of December, 2024; AND ON HEARING Alexis Teasdale, counsel for the Petitioners, and those other counsel listed on **Schedule "A"** hereto, and no one else appearing although duly served; AND UPON READING the material filed, including the Notice of Application filed December 3, 2024, the Sixth Affidavit of Tim Swendseid sworn December 3, 2024 (the "**Sixth Swendseid Affidavit**"), the Confidential Seventh Affidavit of Tim Swendseid, sworn December 3, 2024 (the "**Confidential Seventh Swendseid Affidavit**"), and the Fourth Report of KSV Restructuring Inc. (the "**Monitor**"), dated December 3, 2024;

AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), the *British Columbia Supreme Court Civil Rules*, and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

Service and Definitions

1. The time for service of the Notice of Application and supporting materials is hereby abridged so that the application is properly returnable today, and the need for further service of the Notice of Application and supporting materials is hereby dispensed with.
2. All capitalized terms used but not otherwise defined in this Order shall have the meaning given to them in the Agreement of Purchase and Sale dated December 2, 2024 (the "**Sale Agreement**"), a redacted copy of which is attached as Exhibit "A" to the Sixth Swendseid Affidavit between Elevation Gold and EG Acquisition LLC (the "**Purchaser**"). In addition, the following capitalized terms shall have the following meanings:
 - (a) "**Adversary Claims**" means the claims set out in the adversary complaints filed in the Chapter 15 Proceedings by Nomad and Patriot on November 18, 2024 and November 19, 2024, respectively, as may be amended or adjudicated in accordance with the Chapter 15 Proceedings;
 - (b) "**ARIO**" means the Amended and Restated Initial Order pronounced by the Honourable Madam Justice Fitzpatrick in these CCAA proceedings on August 12, 2024;
 - (c) "**CCAA Charges**" means any encumbrances or charges created by the ARIO, as recognized by the Order Granting Recognition and Related Relief of the US Court entered on September 16, 2024, and the Interim Financing and KERP Order, and any other charges granted by the Court in these proceedings;
 - (d) "**Claims**" means any and all security interests (whether contractual, statutory, or otherwise), hypothecs, pledges, mortgages, liens, trusts or deemed trusts (whether contractual, statutory, or otherwise), reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgments, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, and for greater certainty, includes all Liabilities and Liens;
 - (e) "**Encumbrances**" means (i) the CCAA Charges; (ii) all charges, security interests or claims evidenced by registrations, filings or recordations pursuant to the *Personal Property Security Act* of British Columbia, the Uniform Commercial Code of the United States of America, or any other personal property registry system; (iii) all charges, security interests, Claims or Liens evidenced by registrations, filings or recordations under any real property registry systems in British Columbia or Arizona; and (iv) all charges, security interests, claims or Liens associated with those Payment Obligation Agreements listed on **Schedule "B"** hereto;
 - (f) "**Interim Financing and KERP Order**" means the Order (Approval of Interim Financing and Key Employee Retention Plan and Charges) pronounced by the

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Honourable Mr. Justice Milman in these CCAA proceedings on September 26, 2024;

- (g) “**Nomad**” means Nomad Royalty Company Limited;
- (h) “**Nomad Agreement**” means the Binding Letter Agreement, Moss Mine, Property, Mohave County, Arizona, dated March 4, 2004, between MinQuest, Inc. (whose interest was subsequently assigned and transferred to Nomad by way of assignment and amalgamation) and Patriot (whose interest was subsequently assigned and transferred to GVC);
- (i) “**Nomad Determination Order**” means an Order issued by the US Court determining that the nature of Nomad’s interest in GVC’s property pursuant to the Nomad Agreement is a personal property interest between GVC and Nomad and not an interest in any real property owned by GVC;
- (j) “**Patriot**” means Patriot Gold Corp.;
- (k) “**Patriot Agreement**” means the agreement between GVC and Patriot dated May 25, 2016 recorded in the Official Records of Mohave County as Instrument No. 2016-023500;
- (l) “**Patriot Determination Order**” means an Order issued by the US Court determining that the nature of Patriot’s interest in GVC’s property pursuant to the Patriot Agreement is a personal property interest between GVC and Patriot and not an interest in any real property owned by GVC;
- (m) “**Petitioners**” means Elevation Gold, GVC, Golden Vertex (Idaho) Corp., and Eclipse Gold Mining Corp.; and
- (n) “**SISP Order**” means the Order Made After Application (SISP Approval Order) pronounced by the Honourable Madam Justice Fitzpatrick in these CCAA proceedings on August 12, 2024.

Approval of Transaction

3. The Sale Agreement and the transaction (the “**Transaction**”) contemplated in the Sale Agreement are hereby approved, and the execution of the Sale Agreement by Elevation Gold is hereby authorized and approved, with such amendments to the Sale Agreement as Elevation Gold may agree to with the consent of the Monitor or further order of this Court, provided that such amendments do not, in the opinion of the Monitor and Maverix Metals Inc. (“**Maverix**”), each acting reasonably, materially prejudice Maverix, as secured lender of Elevation Gold and GVC. The performance by Elevation Gold and GVC of their obligations under the Sale Agreement is hereby authorized and approved, and Elevation Gold, GVC and the Monitor are hereby authorized to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the Purchased Assets.

Closing Transactions and Steps

4. Elevation Gold, GVC and the Monitor are authorized to undertake and complete the Transaction pursuant to and in the manner contemplated by the Sale Agreement. Without limiting the generality of the foregoing, upon the Monitor's receipt of written confirmation from Elevation Gold and the Purchaser that all conditions to Closing have been satisfied or waived, the Monitor is hereby authorized and directed to deliver an executed copy of a certificate substantially in the form attached as **Schedule "C"** hereto (the "**Monitor's Certificate**"), to the Purchaser's counsel in escrow. Upon the Monitor's receipt of the Purchase Price, the Monitor is hereby authorized and directed to release the Monitor's Certificate from escrow to the Purchaser. Immediately upon the release of the Monitor's Certificate to the Purchaser, the following shall occur and be deemed to occur, as applicable, in accordance with the terms and conditions of the Sale Agreement:
- (a) any Claim, Encumbrance, or Liability in respect of the Payment Obligation Agreements shall be disclaimed and deemed to form part of the GVC Residual Liabilities;
 - (b) subject to and immediately upon the Patriot Determination Order being granted and becoming a Final Order, any Claim, Encumbrance or Liability in respect of the Patriot Agreement shall be disclaimed and deemed to form part of the GVC Residual Liabilities;
 - (c) subject to and immediately upon the Nomad Determination Order being granted and becoming a Final Order, any Claim, Encumbrance or Liability in respect of the Nomad Agreement shall be disclaimed and deemed to form part of the GVC Residual Liabilities;
 - (d) as contemplated by and on the terms set out in paragraph 6 of this Order, the GVC Residual Assets shall be transferred to Elevation Gold and the GVC Residual Liabilities shall be assigned to and assumed by Elevation Gold;
 - (e) as contemplated by and on the terms set out in paragraph 6 of this Order, Elevation Gold shall sell, assign and transfer to the Purchaser, and the Purchaser shall purchase and assume from Elevation Gold, all of the right, title and interest of Elevation Gold, if any, in and to all of the Property and undertaking of Elevation Gold (other than the Excluded Assets), held for use in or relating to the Business, including, but not limited to, all right, title and interest of Elevation Gold in, to and under the following
 - (i) the GVC Shares;
 - (ii) the Business Information of the Seller, subject to Section 2.1.2 of the Sale Agreement; and
 - (iii) the assets of the Seller specifically listed in Schedule 2.1.1(c) of the Sale Agreement;

in each case free and clear of and from any Claims or Encumbrances; and

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- (f) all equity interests (other than the GVC Shares), as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, preemptive rights, options (including stock options or share purchase or equivalent plans), or other documents or instruments governing or having been created or granted in connection with the share capital of GVC (in each case, for greater certainty, excluding the GVC Shares), shall be deemed to be cancelled for nominal consideration, in accordance with and pursuant to this Order.
5. Other than approval of the TSXV as contemplated by section 7.2(c) of the Sale Agreement, and entry of the Sale Recognition Order in the US Court, this Order shall constitute the only authorization required by Elevation Gold, GVC or the Monitor to proceed with the Transaction and, no director or shareholder approval shall be required and no authorization, approval or other action by or notice to or filing with any governmental authority or regulatory body exercising jurisdiction in respect of Elevation Gold or GVC is required for the due execution, delivery and performance by Elevation Gold, GVC or the Monitor of the Sale Agreement and the completion of the Transaction.

Vesting of Assets and Liabilities

6. Upon the Monitor releasing the Monitor's Certificate to the Purchaser, as contemplated by paragraph 4 of this Order, the following shall occur, all in accordance with the terms and conditions of the Sale Agreement:
- (a) the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser in fee simple, free and clear of and from any Claims or Encumbrances, which shall be expunged and discharged as against the Purchased Assets;
 - (b) GVC shall retain all of the GVC Retained Liabilities and the GVC Retained Assets free and clear of the GVC Residual Liabilities and any other Claims or Encumbrances (other than Claims or Encumbrances in connection with the GVC Retained Liabilities), which shall be vested out, expunged and discharged as against the GVC Retained Assets, and for greater certainty, any interest any of the counterparties to the Payment Obligation Agreements may have in the Moss Mine or the GVC Retained Assets is hereby vested out, expunged and discharged;
 - (c) subject to and immediately upon the Patriot Determination Order being granted and becoming a Final Order, any interest Patriot may have in the Moss Mine or the GVC Retained Assets is hereby vested out, expunged and discharged;
 - (d) subject to and immediately upon the Nomad Determination Order being granted and becoming a Final Order, any interest Nomad may have in the Moss Mine or the GVC Retained Assets is hereby vested out, expunged and discharged;
 - (e) all of GVC's right, title and interest in and to the GVC Residual Assets shall vest absolutely and exclusively in the name of Elevation Gold and all Claims and Encumbrances attached to the GVC Residual Assets shall continue to attach to the GVC Residual Assets with the same nature and priority as they had immediately prior to their transfer;

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- (f) all GVC Residual Liabilities shall vest absolutely and exclusively in the name of Elevation Gold and shall become obligations of Elevation Gold and cease to be obligations of GVC, and GVC shall be forever released and discharged from the GVC Residual Liabilities and any and all obligations pursuant thereto, and any and all Claims or Encumbrances securing the GVC Residual Liabilities shall be forever released and discharged in respect of GVC and the GVC Retained Assets, provided that nothing in this Order shall be deemed to cancel the GVC Retained Liabilities;
 - (g) the commencement or prosecution, whether directly, indirectly, derivatively or otherwise, of any demands, claims, actions, counterclaims, suits, judgments, or other remedy or recovery with respect to any indebtedness, liability, obligation or cause of action against GVC in respect of the GVC Residual Liabilities or the GVC Residual Assets, shall be permanently enjoined, waived, discharged, released, cancelled and barred;
 - (h) the nature of the GVC Retained Assets and the GVC Retained Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Sale Agreement or the steps and actions taken in accordance with the terms thereof;
 - (i) the nature and priority of the GVC Residual Liabilities assumed by Elevation Gold, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer and assignment to and assumption by Elevation Gold; and
 - (j) any Person that, prior to the Closing Date, had a valid Claim or Encumbrance against GVC or the GVC Retained Assets in respect of the GVC Residual Liabilities shall no longer have such Claim or Encumbrance against GVC or the GVC Retained Assets, but will have an equivalent Claim or Encumbrance against Elevation Gold (including without limitation, in respect of any Property of Elevation Gold) in respect of the GVC Residual Liabilities from and after the Closing Date in its place and stead, and nothing in this Order limits, lessens or extinguishes the GVC Residual Liabilities as against Elevation Gold.
7. Upon delivery by the Monitor to the Purchaser of the Monitor's Certificate, GVC shall cease to be a Petitioner in these proceedings and shall be deemed to be released from the purview of all orders of this Court granted in these proceedings, save and except for this Order, and the style of cause shall be amended accordingly.
8. Upon the filing of a certified copy of this Order with any governmental authorities (collectively, "**Governmental Authorities**"), together with any applicable registration fees, all such Governmental Authorities are hereby authorized, requested and directed to accept delivery of such certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required in order to give effect to the terms of this Order and the Sale Agreement.
9. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms

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of this Order and the Sale Agreement. Presentment of a certified copy of this Order shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations such that the Purchased Assets and the GVC Retained Assets shall be free from all Encumbrances. The Purchaser shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances as contemplated herein.

10. For the purposes of determining the nature and priority of Claims or Encumbrances against the Purchased Assets or the GVC Retained Assets, as the case may be, the net proceeds from the sale of the Purchased Assets and the GVC Retained Assets shall stand in the place and stead of the Purchased Assets and the GVC Retained Assets, as applicable, and from and after the date of release of the Monitor's Certificate from escrow, all Claims and Encumbrances on any of the Purchased Assets and the GVC Retained Assets, shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets or the GVC Retained Assets, as applicable, immediately prior to the sale, as if the Purchased Assets and the GVC Retained Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
11. Notwithstanding anything to the contrary in this Order, this Court specifically makes no finding as to whether the interests of Patriot or Nomad are interests in real property or in relation to the Adversary Claims, and any interests, rights, or related claims asserted by Patriot or Nomad against the Petitioners in the Adversary Claims shall not be affected by this Court's approval of the Sale Agreement or the Transaction, and shall be adjudicated in the Chapter 15 Court and, where appropriate, any other federal or state U.S. courts. This Order is without prejudice to the determination by the United States Bankruptcy Court for the District of Arizona of (i) whether the interests of Patriot or Nomad are interests in real property or (ii) the Adversary Claims, including with respect to the positions of all parties.
12. The Monitor is hereby authorized and directed, as soon as reasonably practicable following the release of the Monitor's Certificate from escrow, to file with the Court a copy of the Monitor's Certificate and, following the Monitor's receipt thereof, serve the filed copy of the Monitor's Certificate, upon the Service List maintained by the Monitor in these CCAA proceedings.

Releases

13. Effective immediately upon the release from escrow of the Monitor's Certificate, the present and former directors and officers of the Petitioners (collectively, inclusive of any and all de facto and de jure directors and officers, the "**Directors and Officers**"), in their respective capacities as directors or officers, as the case may be, of the applicable Petitioners, are hereby forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction,

dealing or other occurrence existing or taking place prior to the filing of the Monitor's Certificate in connection with (i) the sale and investment solicitation process undertaken by the Petitioners before the commencement of these proceedings, (ii) the Petitioners' decision to commence these proceedings, (iii) these proceedings or the administration and management of the Petitioners during the course of these proceedings, (iv) the Transaction, or (v) anything done pursuant to the terms of this Order (collectively, the "**Released D&O Claims**"), which Released D&O Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Directors and Officers, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim for gross negligence or wilful misconduct or any claim that is not permitted to be released pursuant to Section 5.1(2) of the CCAA.

14. Notwithstanding paragraph 13 of this Order, any Released D&O Claims that are covered by an applicable insurance policy of the Petitioners and only to the extent of any such available insurance (each an "**Insured Claim**"), shall not be compromised, released, discharged, cancelled or barred by this Order, and any person having an Insured Claim shall be irrevocably limited to recovery in respect of such Insured Claim solely from the proceeds of the applicable insurance policies, and persons with Insured Claims shall have no right to, and shall not, directly or indirectly, seek any recoveries in respect thereof from the Petitioners or the Directors and Officers, other than enforcing such person's rights to be paid by the applicable insurer(s) from the proceeds of the applicable insurance policies. For greater clarity, if no insurance is available to cover a Released D&O Claim, such claim shall be a Released D&O Claim.
15. Effective immediately upon the release from escrow of the Monitor's Certificate, (i) the Petitioners' employees, legal counsel and advisors, and (ii) the Monitor and its legal counsel, and their respective present and former directors, officers, partners, employees, and advisors (the persons listed in (i) and (ii) being collectively, the "**Released Parties**") are hereby forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to the filing of the Monitor's Certificate in connection with (i) these proceedings or the administration and management of the Petitioners during the course of these proceedings, (ii) the Transaction, or (iii) anything done pursuant to the terms of this Order (collectively, the "**Released Claims**"), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, and are not vested nor transferred to any of the Petitioners or to any other entity and are extinguished, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim for gross negligence or wilful misconduct.
16. Effective immediately upon the release from escrow of the Monitor's Certificate, (i) the directors, officers, employees, legal counsel and advisors of INFOR Financial Inc.

(“INFOR”), and (ii) INFOR in its capacity as Sales Agent (as defined in the ARIO) (the persons listed in (i) and (ii) being collectively, the “Sales Agent Released Parties”) shall be deemed to be forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to the issuance of the Monitor’s Certificate in connection with the Transaction or the SISP (as defined in the SISP Order) or completed pursuant to the terms of this Order (collectively, the “Sales Agent Released Claims”), which Sales Agent Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled, barred and extinguished as against the Sales Agent Released Parties, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim for gross negligence or wilful misconduct.

Miscellaneous

17. Pursuant to Section 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* or Section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, Elevation Gold and the Monitor are hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in Elevation Gold’s and GVC’s records pertaining to Elevation Gold’s and GVC’s past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by Elevation Gold and GVC.
18. Subject to the terms of the Sale Agreement, possession of the Purchased Assets shall be delivered by Elevation Gold to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement).
19. Elevation Gold, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court, provided that an extension of greater than 30 days shall not be agreed to without the consent of the Monitor and Maverix Metals Inc., each acting reasonably.
20. Notwithstanding:
 - (a) these CCAA proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued or made pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3 (the “BIA”) in respect of Elevation Gold, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made by or in respect of Elevation Gold; and

(d) the provisions of any federal or provincial statute,

the execution of the Sale Agreement, the implementation of the Transaction, the vesting of the Purchased Assets in the Purchaser, the vesting of the GVC Residual Assets and the GVC Residual Liabilities in Elevation Gold, and the retention by GVC of the GVC Retained Assets and the GVC Retained Liabilities pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Elevation Gold and shall not be void or voidable by creditors of Elevation Gold or GVC, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

21. Elevation Gold, GVC and the Monitor shall each be at liberty to apply for further advice, assistance and direction as may be necessary or desirable in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing
22. THIS COURT HEREBY REQUESTS the aid and recognition of other Canadian and foreign courts, tribunals, and regulatory or administrative bodies having jurisdiction in Canada or in the United States of America, including the United States Bankruptcy Court for the District of Arizona overseeing the Petitioners' proceedings under Chapter 15 jointly administered in Case No. 2:24-bk-06359 or in any other foreign jurisdiction, to give effect to this Order and to assist the Petitioners, the Monitor, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioners and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Petitioners and the Monitor and their respective agents in carrying out the terms of this Order.
23. Endorsement of this Order by counsel appearing on this Application other than counsel for the Petitioners is hereby dispensed with.

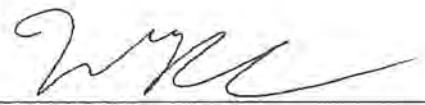
THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

BY THE COURT

 REGISTRAR

ENDORSEMENTS ATTACHED

KRM
 CHECKED
MF
 Desc



FOR Alexis Teasdale
Lawyer for the Petitioners, Elevation Gold
Mining Corporation, Golden Vertex Corp.,
Golden Vertex (Idaho) Corp. and Eclipse Gold
Mining Corporation

By the Court.

Registrar



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SCHEDULE "A"**List of Counsel**

Name of Counsel	Party Representing
Kibben Jackson	KSV Restructuring Inc., the Monitor
David Bish	Triple Flag Precious Metals Corp. Maverix Metals Inc.
Lance Williams Ashley Bowron	Patriot Gold Corp.
Timothy Pinos	Nomad Royalty Company Limited
Robin Schwill	EG Acquisition LLC

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SCHEDULE "B"**Specific Encumbrances**

1. All Claims and Encumbrances associated with or arising from the following Payment Obligation Agreements:
 - (a) Finder's Agreement Moss Mine, dated March 4, 2011, by and among Northern Vertex, Capital Inc., (now known as Elevation Gold Mining Corp.), and Hartmut W. Baitis, Robert B. Hawkins, and Larry L. Lackey, Memorandum of Agreement recorded in the Official Records of Mohave County on January 11, 2012 as Fee# 2012001400.
 - (b) Silver Purchase and Sale Agreement (Streaming Agreement), dated December 5, 2018, by and among Maverix Metals Inc., Golden Vertex Corp. and Northern Vertex Mining Corp (now known as Elevation Gold Mining Corporation), as amended by that certain First Amendment to Silver Purchase and Sale Agreement dated July 30, 2019, as amended by that certain Second Amendment to the Silver Purchase and Sale Agreement, dated May 15, 2023, and as further amended by that certain Reaffirmation and Third Amendment to Silver Purchase and Sale Agreement, dated April 4, 2024.
 - (c) Loan Agreement, dated August 15, 2022 by and among Elevation Gold Mining Corporation and Maverix Metals Inc., as amended by that certain First Amendment to Loan Agreement, dated January 18, 2023, as further amended by that certain Amended and Restated Loan Agreement, dated May 15, 2023, as further amended by that certain Second Amended and Restated Loan Agreement, dated December 15, 2023, as further amended by that certain Third Amended and Restated Loan Agreement, dated March 15, 2024.
 - (d) Promissory Note, dated September 25, 2023 by and among Elevation Gold Mining Corporation and Maverix Metals Inc., as amended and restated by the following amended and restated promissory notes, each by and among Elevation Gold Mining Corporation and Maverix Metals Inc.:
 - (i) Amended and Restated Promissory Note dated October 25, 2023;
 - (ii) Amended and Restated Promissory Note dated November 21, 2023;
 - (iii) Amended and Restated Promissory Note dated December 1, 2023;
 - (iv) Amended and Restated Promissory Note dated January 15, 2024;
 - (v) Amended and Restated Promissory Note dated January 29, 2024;
 - (vi) Amended and Restated Promissory Note dated February 9, 2024;
 - (vii) Amended and Restated Promissory Note dated February 16, 2024;

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- (viii) Amended and Restated Promissory Note dated February 29, 2024;
 - (ix) Amended and Restated Promissory Note dated March 27, 2024;
 - (x) Amended and Restated Promissory Note dated April 29, 2024;
 - (xi) Amended and Restated Promissory Note dated May 24, 2024; and
 - (xii) Amended and Restated Promissory Note dated June 28, 2024.
- (e) Reaffirmation and Amendment to Pledge and Security Agreement, dated January 29, 2024 between Golden Vertex Corp. and Maverix Metals Inc.
 - (f) Amendment to Deed of Trust, Assignment of Production, Leases and Rents, Security Agreement, Financing Statement, dated January 29, 2024, granted by Golden Vertex Corp. in favour of Chicago Title Insurance Company as trustee, for the benefit of Maverix Metals Inc.
 - (g) Demand Promissory Note dated February 26, 2024, by and among Golden Vertex Corp. and Maverix Metals Inc.
 - (h) Pledge and Security Agreement, dated as of February 26, 2024, made by Golden Vertex Corp. in favour of Maverix Metals Inc.
 - (i) Deed of Trust Production, Leases and Rents, Security Agreement, Fixture Filing and Financing Statement, dated as of February 26, 2024, granted by Golden Vertex Corp. for the benefit of Maverix Metals Inc.
 - (j) Multiple Advance Promissory Note in the amount of up to \$2,869,000, dated February 18, 2020, by and among Golden Vertex Corp. and Mohave Electric Cooperative, Incorporated and all related security.

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SCHEDULE "C"

No. S - 245121
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

AND

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

AND

IN THE MATTER OF ELEVATION GOLD MINING CORPORATION,
ECLIPSE GOLD MINING CORPORATION, GOLDEN VERTEX CORP.
and GOLDEN VERTEX (IDAHO) CORP.

PETITIONERS

MONITOR'S CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Madam Justice Fitzpatrick of the Supreme Court of British Columbia (the "**Court**") dated August 1, 2024, the Petitioners commenced proceedings pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended and KSV Restructuring Inc. was appointed as monitor of the Petitioners (in such capacity, the "**Monitor**") in those proceedings.
- B. Pursuant to an Order of the Court dated December 17, 2024 (the "**Approval and Vesting Order**"), the Court approved an Agreement of Purchase and Sale dated December 3, 2024 (the "**Sale Agreement**") between Elevation Gold Mining Corporation as the "**Seller**" and EG Acquisition LLC as the "**Purchaser**", and the transaction contemplated thereby.
- C. Pursuant to the Approval and Vesting Order, certain steps, declarations, actions and other occurrences, including, among other things, the vesting of certain assets, Claims, Encumbrances and Liabilities, and the granting of releases, are to become effective upon: (i) the delivery by the Monitor, of this Monitor's Certificate to the Purchaser's counsel in escrow; and (ii) the release of this Monitor's Certificate from escrow upon the Monitor's receipt of the Purchase Price.
- D. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Approval and Vesting Order or the Sale Agreement, as applicable.

THE MONITOR CERTIFIES the following:

1. The Seller has provided written confirmation to the Monitor, pursuant to Section 2.3.3 of the Sale Agreement, that all conditions to Closing as set out in Article 7 of the Sale Agreement have been satisfied or waived.
2. The Purchaser has provided written confirmation to the Monitor, pursuant to Section 2.3.3 of the Sale Agreement, that all conditions to Closing as set out in Article 7 of the Sale Agreement have been satisfied or waived.
3. The Monitor has received the amount referred to in Section 2.2.1 of the Sale Agreement.
4. The Monitor will file, as soon as practicable, a copy of this Monitor's Certificate with the Court and provide evidence of such filing to the Purchaser.

DATED at the City of _____, in the Province of _____, this ___ day of _____, 202_

KSV Restructuring Inc., in its capacity as
Monitor, and not in its personal capacity.

Per: _____
Name:
Title:

EXHIBIT 2



No. S - 245121
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

AND

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

AND

IN THE MATTER OF ELEVATION GOLD MINING CORPORATION,
ECLIPSE GOLD MINING CORPORATION, GOLDEN VERTEX CORP.
and GOLDEN VERTEX (IDAHO) CORP.

PETITIONERS

ORDER MADE AFTER APPLICATION

(Distribution Order)

BEFORE THE HONOURABLE)
) December 17, 2024
MADAM JUSTICE FITZPATRCK)

ON THE APPLICATION of Elevation Gold Mining Corporation (“**Elevation Gold**”) and Golden Vertex Corp. (“**GVC**”) coming on for hearing at Vancouver, British Columbia, on this day; AND ON HEARING Alexis Teasdale, counsel for the Petitioners, and those other counsel listed on Schedule “A” hereto; AND UPON READING the material filed, including the Sixth Affidavit of Tim Swendseid, sworn December 3, 2024, the Confidential Seventh Affidavit of Tim Swendseid, sworn December 3, 2024 and the Fourth Report of KSV Restructuring Inc. (the “**Monitor**”), dated December 3, 2024; AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the “**CCAA**”), the *British Columbia Supreme Court Civil Rules*, and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

1. The time for service of the Notice of Application for this order and the supporting materials is hereby abridged and this application is properly returnable today, and service upon any interested party other than those parties on the service list maintained in these proceedings is hereby dispensed with.

DEFINED TERMS

2. Capitalized terms used but not otherwise defined in this order shall have the meanings given to them in the Approval and Vesting Order granted herein on December 17, 2024 (the "AVO").

DISTRIBUTION

3. Provided that no creditor provides written notice to the Monitor (each, a "**Written Notice of Priority Claim**"), within 30 days following the date on which the Monitor's Certificate is filed herein (the "**Hold Period**"), asserting that it has a claim ranking in priority to Maverix's interest in the Purchased Assets (a "**Priority Claim**"), the Monitor is hereby authorized and directed to distribute the net proceeds of the sale of the Purchased Assets (the "**Sale Proceeds**") to Maverix Metals Inc. ("**Maverix**"), subject to the Monitor holding back sufficient proceeds to satisfy any obligations which may be incurred by the Petitioners through to the conclusion of these proceedings, including to pay any professional fees secured under the Administration Charge (as defined in the Amended and Restated Initial Order of this court made herein on August 12, 2024), as the Monitor deems appropriate, in its sole discretion.
4. If the Monitor receives one or more Written Notices of Priority Claim within the Hold Period, the Monitor may nevertheless distribute the Sale Proceeds to Maverix after the Hold Period provided that the Monitor at all times retains sufficient of the Sale Proceeds to pay the full amount of any unresolved Priority Claims pending the resolution thereof, whether by settlement or order of this Court or the US Court (as defined below).
5. Notwithstanding:
 - (a) the pendency of these CCAA proceedings;
 - (b) any application for a bankruptcy or receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**") or other applicable legislation in respect of the Petitioners and any bankruptcy or receivership order issued pursuant to such applications;
 - (c) any assignment in bankruptcy made in respect of the Petitioners; and
 - (d) any provision of any federal or provincial legislation,

any distributions authorized hereby shall be made free and clear of all Claims and Encumbrances and shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Petitioners and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

- 6. The Monitor and/or any of the Petitioners are hereby authorized to take all necessary actions to effect the distributions in accordance with the provisions of this Order, and shall not incur any liability as a result of making such distributions.

GENERAL

- 7. Endorsement of this Order by counsel appearing on this application other than counsel for the Petitioners is hereby dispensed with.
- 8. THIS COURT REQUESTS the aid and recognition of other Canadian and foreign courts, tribunals, and regulatory or administrative bodies having jurisdiction in Canada or in the United States of America, including the United States Bankruptcy Court (the "US Court") overseeing the Petitioners' proceedings under Chapter 15 jointly administered in Case No. 2:24-bk-06359 or in any other foreign jurisdiction, to give effect to this Order and to assist the Petitioners, the Monitor, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioners and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Petitioners and the Monitor and their respective agents in carrying out the terms of this Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



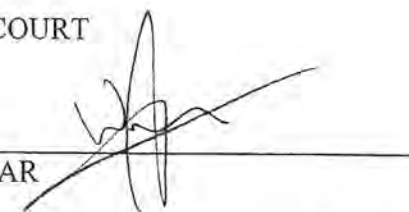
Signature of Alexis Teasdale

Party Lawyer for the Petitioners



BY THE COURT

REGISTRAR



Schedule "A"

List of Counsel

Name of Counsel	Party Representing
Kibben Jackson Mishaal Gill	KSV Restructuring Inc., the Monitor
David Bish	Triple Flag Precious Metals Corp. Maverix Metals Inc.
Lance Williams Ashley Bowron	Patriot Gold Corp.
Timothy Pinos	Nomad Royalty Company Limited
Robin Schwill	EG Acquisition LLC