

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 | Pursuant to the terms of the Approval and Vesting Order, on Closing the Purchaser shall acquire, among other things: <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: | 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. |
| GVC Retained Liabilities | At Closing, GVC shall only remain responsible for, and perform, discharge and pay when due, the GVC Retained Liabilities, which include: <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; |

| | |
|---|--|
| | <p>(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;</p> <p>(f) all Liabilities of GVC under the Patriot Agreement, except to the extent vested off or disclaimed pursuant to the Approval and Vesting Order;</p> <p>(g) all Liabilities of GVC under the Nomad Agreement, except to the extent vested off or disclaimed pursuant to the Approval and Vesting Order;</p> <p>(h) all Liabilities of GVC, including Employee Costs, arising from the continued employment of the GVC Retained Employees after the Closing; and</p> <p>(i) to the extent not listed above and without duplication, all other Accounts Payable and Accrued Liabilities.</p> |
| 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> <p>(a) vest the Purchased Assets in the Purchaser free and clear of all Claims and Liens;</p> <p>(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</p> <p>(c) discharge and expunge all Liens on any of the GVC Retained Assets, other than Liens in connection with the GVC Retained Liabilities.</p> |

| | |
|------------------------------|--|
| 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.

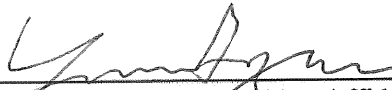
V. THE DISTRIBUTION ORDER

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

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: 
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

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. |
|-----|---------------|------------|-----------------------|
| 1 | 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 |

| 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 |

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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 |

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|-----|------------------|------------|-----------|
| 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.

| 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 |

| 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. |
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| 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. |
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| 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 |

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

| 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 |

| 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;

- 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]

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 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;

- (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, pre-emptive 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 |
| | |
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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;

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

**6th AFFIDAVIT OF
TIM SWENDSEID**



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