



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,
ALCMENE MINING INC., GOLDEN VERTEX CORP., GOLDEN VERTEX (IDAHO) CORP., and
HERCULES GOLD USA, LLC

PETITIONERS

SECOND REPORT OF THE MONITOR

SEPTEMBER 20, 2024

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1.0 Introduction

1. Pursuant to an order (the “**Initial Order**”) issued by the Supreme Court of British Columbia (the “**Court**”) on August 1, 2024 (the “**Filing Date**”), Elevation Gold Mining Corporation (“**Elevation**”) and its subsidiaries (the “**Subsidiaries**”), Golden Vertex Corp. (“**Golden Vertex**”), Golden Vertex (Idaho) Corp. (“**Golden Idaho**”), Eclipse Gold Mining Corporation (“**Eclipse Gold**”), Alcmene Mining Inc. (“**Alcmene Mining**”), and Hercules Gold USA, LLC (“**Hercules Gold**” and collectively with Elevation and the other Subsidiaries, the “**Petitioners**”) were granted protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), and KSV Restructuring Inc. (“**KSV**”) was appointed monitor of the Petitioners (in such capacity, the “**Monitor**”).
2. The CCAA proceedings were initiated in order to create a stabilized environment to enable the Petitioners to continue to operate their businesses on a scaled-down basis with the breathing space afforded by a stay of proceedings under the CCAA while they continue a sale and investment solicitation process (the “**SISP**”) with the assistance of a financial advisor, INFOR Financial Inc. (“**INFOR**” or the “**Sales Agent**”), with the objective of completing a going-concern transaction (a “**Transaction**”).
3. Pursuant to the terms of the Initial Order, *inter alia*, the Court:
 - a) granted a stay of proceedings in favour of the Petitioners and their directors and officers to and including August 12, 2024 (the “**Stay Period**”);
 - b) created charges on all of the Petitioners’ current and future assets, property, and undertakings (collectively, the “**Property**”), as follows:
 - i. a first-ranking charge in the amount of \$300,000¹ in favour of the Petitioners’ legal counsel, the Monitor, and its legal counsel to secure payment of their fees and disbursements (the “**Administration Charge**”);
 - ii. a second-ranking charge in the amount of \$520,000 in favour of the Petitioners’ directors and officers to secure the Petitioners’ indemnity obligations to such persons (the “**D&O Charge**”); and

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

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

6. At the conclusion of the hearing on August 27, 2024, the US Court announced that an order would be entered recognizing this CCAA proceeding as a foreign main proceeding under Chapter 15 of the Bankruptcy Code and enforcing the Initial Order in the United States. An order to that effect was entered by the Clerk of the Bankruptcy Court on September 16, 2024.
7. The affidavits of Tim Swendseid, Elevation’s Chief Executive Officer, sworn July 29 and August 8, 2024, provide, *inter alia*, background information regarding the Petitioners, their businesses, and the reasons for the commencement of these proceedings. The affidavit of Mr. Swendseid, sworn September 19, 2024 (the “**Third Swendseid Affidavit**”), provides additional information, including the factual basis for the relief being sought by the Petitioners in the present application.
8. Court materials filed in these proceedings and in the Chapter 15 Proceedings, including the report to Court prepared by KSV as proposed Monitor dated July 30, 2024 and the first report of the Monitor dated August 7, 2024 (the “**First Report**”), are available on the Monitor’s case website at www.ksvadvisory.com/experience/case/elevation-gold-mining-corporation-inc.

1.1 Purposes of this Second Report

1. The purposes of this report (the “**Second Report**”) are to, among other things:
 - a) provide background information and an update concerning the Petitioners and these proceedings, including the sale of the shares of Alcmene Mining, which owns 100% of the shares of Hercules Gold;
 - b) summarize the terms of a proposed interim financing credit facility (the “**Interim Financing Facility**”) in the maximum principal amount of US\$2 million to be made available to the Petitioners by KIA II LLC (“**KIA**” and, in such capacity, the “**Interim Lender**”), pursuant to an interim lending facility term sheet (the “**Interim Financing Term Sheet**”);
 - c) advise as to the rationale for the Interim Financing Facility;
 - d) provide information concerning a proposed key employee retention plan (the “**KERP**”) for certain of the Petitioners’ key employees;
 - e) provide the Court with an update on the Petitioners’ and the Monitor’s activities since the First Report; and

- f) provide the Monitor's recommendations in respect of the Petitioners' application for orders:
- i. approving the Interim Financing Facility and granting a charge on the Property in favour of the Interim Lender (the "**Interim Lender's Charge**") to secure the advances made under the Interim Financing Facility;
 - ii. approving the KERP and a corresponding charge in the maximum amount of US\$870,417 (the "**KERP Charge**") as security for amounts payable under the KERP;
 - iii. granting the Petitioners' request that certain aspects of the KERP be filed under seal in order to protect the privacy of the employees proposed to participate in the KERP;
 - iv. ranking the various Court-ordered charges in these proceedings as follows:
 1. first, the Administration Charge and the Sales Agent Charge, ranking *pari-passu*;
 2. second, the Interim Lender's Charge;
 3. third, the D&O Charge;
 4. fourth, the KERP Charge; and
 5. fifth, the Intercompany Advance Charge; and
 - v. removing Alcmene Mining and Hercules Gold as Petitioners in these CCAA proceedings.

1.2 Restrictions

1. In preparing this Second Report, the Monitor has relied upon the Petitioners' unaudited financial information, books and records, information available in the public domain, and discussions with the Petitioners' management, legal counsel, and INFOR.
2. The Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the financial information relied on to prepare this Second Report in a manner that complies with Canadian Auditing Standards ("**CAS**") pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Monitor expresses no opinion or

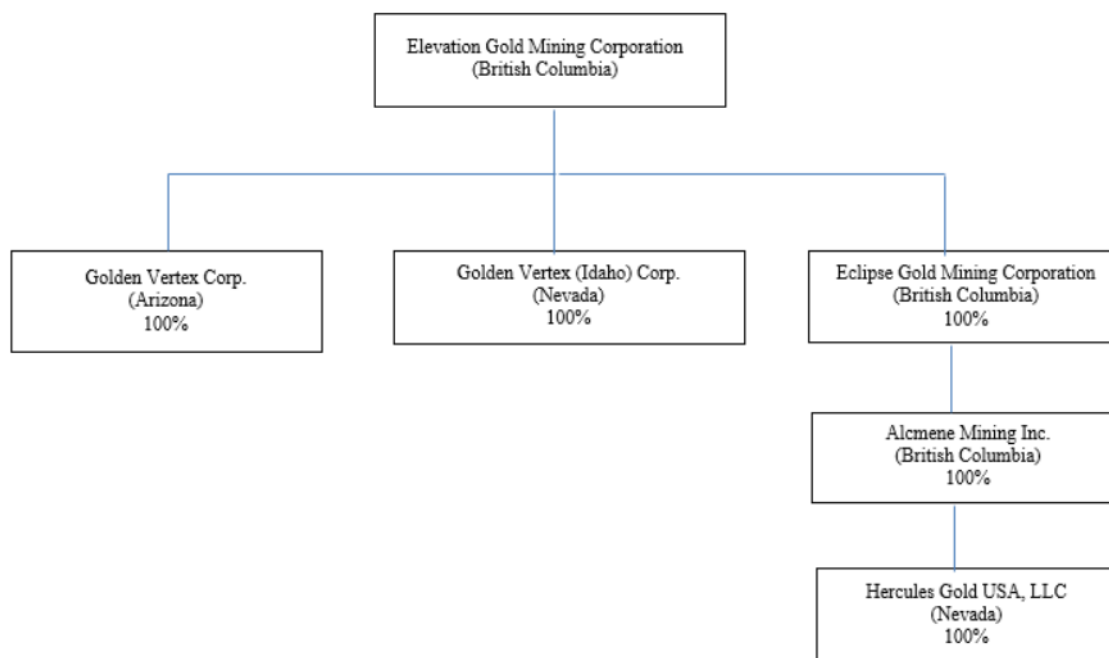
other form of assurance contemplated under the CAS in respect of such information. Any party, other than the Court, wishing to place reliance on the financial information should perform its own diligence.

1.3 Currency

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

2.0 Background

1. The Petitioners' head office is located in Vancouver, British Columbia. The Petitioners are principally engaged in the acquisition, exploration, development, and exploitation of mineral properties.
2. Elevation's common shares are listed on the TSX Venture Exchange ("TSX-V") under the symbol ELVT and were formally listed on the OTCQB Exchange under the symbol EVGDF.
3. As at the date of the Initial Order, the Petitioners' corporate structure was as follows²:



² As discussed in Section 3, the Petitioners have sold the shares of Alcmene Mining.

4. The Petitioners' principal operation is the production of gold and silver from their Moss Gold Mine (the "**Moss Mine**"), which is owned and operated by Golden Vertex, a wholly-owned subsidiary of Elevation. The Moss Mine is located in the Oatman District in Mohave County, Arizona. The Moss Mine began operating as an open-pit mine in or around September 2018.
5. In addition to the Moss Mine, as at the date of the Initial Order, Elevation owned:
 - a) Hercules Gold, which is indirectly owned through two British Columbia subsidiaries. Hercules Gold has title to 100 square kilometers of exploration land that sits in Lyon County, Nevada, about 40 kilometers to the southeast of Reno, Nevada (the "**Hercules Property**"); and
 - a) through Golden Vertex (i) approximately 145 square kilometers of exploration land adjacent to the Moss Mine in Mohave County, Arizona; and (ii) a Mineral Lease and Option Agreement with La Cuesta International of approximately 15 square kilometers with a 35-year term related to property adjacent to the Moss Mine in Mohave County, Arizona.
6. To enable the Petitioners to remain cash flow positive during these proceedings, Elevation's management determined in late July 2024 that mineral extraction at the Moss Mine should be suspended and operations would instead focus on beneficiation, a process where metals of interest are extracted from mined ore on a leach pad.

3.0 Hercules Transaction

1. Pursuant to a share purchase agreement dated August 29, 2024 (the "**SPA**"), Eclipse Gold, a wholly-owned subsidiary of Elevation, sold 100% of the shares of Alcmene Mining to Strikepoint Gold Inc. ("**Strikepoint**") for \$250,000 (the "**Hercules Transaction**"). Alcmene owns 100% of the shares of Hercules Gold, which is the sole owner of the Hercules Property. A copy of the SPA is attached as **Appendix "A"**.
2. Prior to completing the Hercules Transaction, the Petitioners discussed the Hercules Transaction with the Monitor, and the Monitor was advised that:
 - a) the Board of Directors of Elevation approved the transaction on August 27, 2024;

- b) to preserve the various unpatented mining claims with respect to the Hercules Property, Hercules Gold was required to pay annual fees to the US Bureau of Land Management of approximately US\$258,000, which, as a result of the sale of Alcmene Mining, became an obligation of Strikepoint; and
 - c) INFOR, who has been marketing the Petitioners' business, including the Hercules Property, since August 2023, advised that the Hercules Transaction would not impact the SISP or the marketability of the Petitioners' main assets, being the Moss Mine and related business and assets. Further, the Monitor understands that no other party had expressed an interest in the Hercules Property, including parties presently performing due diligence in the SISP; and
 - d) the Petitioners and INFOR were of the view that the Hercules Transaction was commercially reasonable in the circumstances.
3. As the sale proceeds for the Hercules Transaction were \$250,000, the transaction did not require Court approval pursuant to paragraph 12(a) of the ARIO. For the reasons set out above, the Monitor consented to the Hercules Transaction.

3.1 Removal of Hercules Gold and Alcmene Mining from the CCAA Proceedings

1. Upon completion of the Hercules Transaction, the outstanding shares of Alcmene Mining and Hercules Gold were acquired by Strikepoint and, accordingly, the Petitioners are requesting that Alcmene Mining and Hercules Gold be removed from these CCAA proceedings. This relief is supported by the Monitor.

4.0 KERP

1. The Petitioners have identified ten senior executives and employees (collectively, the "**Key Employees**" and each a "**Key Employee**") who they believe will significantly enhance the prospect of completing a Transaction for the Moss Mine and facilitate the uninterrupted operations of the business during these proceedings. The Petitioners, in consultation with the Monitor, have developed the KERP in an effort to retain the Key Employees for these specific purposes throughout the Petitioners' restructuring. The total amount of the proposed KERP is US\$870,417.

2. A schedule (the “**KERP Schedule**”) with the names, roles, and responsibilities of each of the Key Employees, and the amounts payable to each of them, will be filed as an exhibit to a confidential affidavit of Tim Swendseid (the “**Confidential Affidavit**”).
3. Payments to be made to each Key Employee under the proposed KERP (each, a “**Retention Bonus**”) are to be made as follows on the occurrence of the following events:
 - a) 20% of the total Retention Bonus will be paid on November 15, 2024; and
 - b) 80% of the total Retention Bonus will be paid no later than 60 days following the completion of a Transaction or concurrently with the termination of the CCAA proceedings.
4. Further details of the KERP, including the eligibility requirements, are provided in the Third Swendseid Affidavit.
5. The Petitioners are seeking approval of the KERP and a corresponding KERP Charge in the amount of US\$870,417. Pursuant to the terms of the KERP, the KERP Charge is proposed to rank in priority to every other claim, lien, and security interest against and in the Petitioners and their assets, other than the Administration Charge, Sales Agent Charge, Interim Lender’s Charge, and D&O Charge.
6. The Petitioners discussed the amount of the KERP and the identity of the Key Employees with the Petitioners’ largest creditor, Maverix Metals Inc. (“**Maverix**”). The Monitor understands that Maverix consents to the terms of the KERP and to the persons entitled to participate in the KERP.
7. An entity related to the Interim Lender is also a prospective purchaser in the SISF. As such, the Interim Lender has advised that it supports the KERP as it believes the KERP will enhance the prospect of retaining employees required for the operation of the Moss Mine following the completion of a Transaction.

4.1 Monitor’s Recommendation Regarding the KERP

1. The Monitor supports the KERP and the corresponding KERP Charge, including for the following reasons:
 - a) the continued involvement and cooperation of the Key Employees is expected to enhance the prospect of completing a Transaction for the Moss Mine;

- b) each Key Employee has historical knowledge concerning the Moss Mine which will facilitate its operation during these proceedings and will also assist interested parties in performing due diligence during the SISP, thereby assisting the Sales Agent;
- c) the amounts payable under the KERP are reasonable in the circumstances, including for the following reasons:
 - i. the Moss Mine is located in a remote location and as a result, there is a limited labour pool and it is difficult for the Petitioners to attract and retain employees;
 - ii. attracting employees to work at the Moss Mine can be challenging due to the extreme heat in the summer months;
 - iii. there is presently a shortage of labour in the gold mining industry as the high price of gold has increased gold mining activity. Competitors are offering high salaries and signing bonuses to attract employees; and
 - iv. several important employees of the Petitioners have resigned since the commencement of the CCAA proceedings;
- d) the continued engagement of the Key Employees should assist in reducing professional fees, particularly as it relates to the Monitor's involvement in operational matters;
- e) key employee retention plans are commonplace in CCAA proceedings, and it is recognized that the creation of a Court-ordered charge is necessary to provide the beneficiaries of such plans with security that the amounts payable to them under the KERP will be paid;
- f) Maverix consents to the KERP and the KERP Charge; and
- g) the Interim Lender supports the KERP and the KERP Charge.

4.2 Sealing of the KERP Schedule

1. The Petitioners are seeking an order sealing the Confidential Affidavit. The Confidential Affidavit includes personal, identifiable, and commercially sensitive information, including the identities and compensation of the Key Employees.

2. The Monitor believes it is appropriate to seal the Confidential Affidavit. Sealing this type of commercially sensitive and personal information (i.e. regarding compensation) is common practice in insolvency proceedings to protect the privacy of the employees that are to participate in a proposed key employee retention plan. The salutary effects of sealing such information from the public record greatly outweigh any deleterious effects of doing so. The Monitor is of the view that a sealing order is appropriate in the circumstances and that doing so satisfies the test from *Sherman Estate v. Donovan* 2021 SCC 25. The Monitor is of the view that no stakeholders will be prejudiced if the information is sealed.

5.0 Interim Financing Facility

1. The Petitioners' current cash flow forecast³ indicates that they should have sufficient liquidity to continue to operate until at least the end of November 2024. However, the cash flow is premised on the Petitioners continuing the beneficiation process and not recommencing mining operations. In the event mining operations recommence, as has been suggested by interested parties who have participated in the SISP, additional capital may be required, and the Interim Financing Facility could be a source of capital for this purpose. Additionally, the Petitioners may require additional capital if they have operational issues resulting in additional costs that are not presently in the cash flow or if the actual revenues projected in the cash flow are less than forecasted. Accordingly, the Petitioners believe it is appropriate to arrange the Interim Financing Facility, so that capital is available to them on a contingency basis. A copy of the Interim Financing Term Sheet is attached as **Appendix "B"**. The key terms of the Interim Financing Term Sheet⁴ are summarized below:

- a) **Lender:** KIA;
- b) **Borrowers:** Elevation, Golden Vertex, and Golden Idaho;
- c) **Loan Amount:** up to a maximum of US\$2 million (the "**Maximum Amount**");
- d) **Maturity Date:** the Interim Financing Facility is to be repaid on the earliest of: (i) the occurrence of any event of default under the Interim Financing Term Sheet that has not been cured or waived in writing by the Interim Lender; (ii) the closing of one or more sale transactions for all or substantially all of the assets of or shares in the

³ The stay of proceedings presently expires on November 1, 2024. The Petitioners will file a new cash flow forecast in the context of their request to extend the stay of proceedings.

⁴ Capitalized terms not defined herein have the meanings ascribed to them in the Interim Financing Term Sheet.

Borrowers in connection with the SISP or otherwise; (iii) the implementation of a plan of compromise or arrangement by the Borrowers pursuant to the CCAA; (iv) conversion of the CCAA proceedings into a proceeding under the BIA without the prior written consent of the Interim Lender; (v) the expiry of the Stay Period or termination of the CCAA proceedings; and (vi) March 31, 2025;

- e) **Interest Rate:** 15% per annum, calculated on a daily basis and payable monthly on the 15th day of each month;
- f) **Fees:** the Borrowers shall pay: (i) a commitment fee in the amount of 2% of the Maximum Amount, which shall be fully earned upon the granting of the Interim Financing Order (as defined below) and shall be paid from the first advance; and (ii) an exit fee in the amount of 2% of the outstanding amounts under the Interim Financing Facility as at the Maturity Date or at the time of repayment of the Borrowers' obligations to the Interim Lender;
- g) **Security:** all draws on the Interim Financing Facility shall be secured by the Interim Lender's Charge, which shall have priority over all Liens granted by the Borrowers against any of the Property, except for the Administration Charge and the Sales Agent Charge;
- h) **Cash Flow Projection:** the Borrower shall have delivered a 13-week cash flow projection (the "**Initial Cash Flow Projection**");
- i) **Reporting:** by 5:00 p.m. (Vancouver time) on Tuesday of every other week, commencing on the second Tuesday following the initial advance under the Interim Financing Facility, the Borrower shall deliver to the Interim Lender:
 - i. a two-week roll-forward cash flow projection, in form and substance satisfactory to the Interim Lender, in its sole discretion, reflecting the projected cash requirements of the Borrowers on a rolling basis (the "**Updated Cash Flow Projections**"); and
 - ii. concurrently with the bi-weekly delivery of Updated Cash Flow Projections, provide a comparison to the previously delivered Updated Cash Flow Projection (or to the Initial Cash Flow Projection), if applicable;

- j) **Conditions to each Advance:** include:
- i. by no later than October 15, 2024, the Court shall have granted an order in the CCAA Proceedings in form and substance acceptable to the Interim Lender (the “**Interim Financing Order**”), which order shall, among other things (i) approve the Interim Financing Term Sheet and the advances under the Interim Financing Facility; (ii) authorize the Borrowers to borrow up to the Maximum Amount; and (iii) grant the Interim Lender’s Charge;
 - ii. by no later than November 15, 2024, the US Court shall have granted an order in the Chapter 15 Proceedings in form and substance acceptable to the Interim Lender recognizing and giving effect to the Interim Financing Order, including the priority of the Interim Lender’s Charge, in the United States;
 - iii. the applicable Cash Flow Projection shall be acceptable to the Interim Lender;
 - iv. the ARIO shall be in full force and effect and shall not be subject to any appeal, nor have been stayed, reversed, vacated, rescinded, modified, or amended in any respect adversely affecting the Interim Lender, unless otherwise agreed by the Interim Lender;
 - v. the representations and warranties contained therein shall be true and correct; and
 - vi. no Default or Event of Default shall have occurred and be continuing.

5.1 Recommendation Regarding the Interim Financing Facility

1. When reviewing the reasonableness of the Interim Financing Facility, the Monitor considered the factors set out in Section 11.2 of the CCAA and notes, in particular, the following:
 - a) the Interim Financing Facility provides the Borrowers (as defined in the Interim Financing Term Sheet) with a source of capital on a contingency basis in the event of any material negative cash flow variances, and could be drawn on to recommence active mining operations, if the Borrowers, in consultation with the Monitor, believe it is in the best interest of these proceedings;
 - b) the Monitor has compared the terms of the Interim Financing Facility to other interim financing facilities approved by Canadian courts in CCAA and other restructuring

proceedings commenced between 2020 and 2024. The comparison is attached hereto as **Appendix “C”**. Based on the Monitor’s review, the cost of the Interim Financing Facility is within the range of similar facilities approved by the Court and other Canadian courts in CCAA and other restructuring proceedings;

- c) the Borrowers’ existing secured debt has an average effective interest rate of approximately 12%. The effective interest rate under the Interim Financing Facility is approximately 19%;
 - d) the Monitor believes that approval of the Interim Financing Facility is in the best interests of the Petitioners’ stakeholders and will advance the Petitioners’ restructuring process by providing a source of financing, if required; and
 - e) Maverix, the Petitioners’ primary secured creditor, consents to the Interim Financing Facility and the Interim Lender’s Charge.
2. Based on the foregoing factors, the Monitor believes that the terms of the Interim Financing Facility are reasonable, and that such facility and the Interim Lender’s Charge are in the best interest of the Petitioners and their stakeholders.

6.0 SISP Update

- 1. Since the granting of the SISP Approval Order, the Sales Agent has been working with the Petitioners to carry out the SISP, under the supervision of the Monitor.
- 2. As detailed in the First Report, the SISP contemplates the following milestones and timelines:

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

- 3. The SISP was designed as a two-stage process, with letters of intent to be submitted by the LOI Deadline and binding agreements to be submitted at the Final Bid Deadline.

6.1 Phase 1 SISP Summary

1. Pursuant to and in connection with the SISP, among other things:
 - a) the Sales Agent prepared an interest solicitation letter to interested parties detailing the acquisition opportunity (the “**Teaser**”);
 - b) beginning on August 12, 2024, the Sales Agent distributed the Teaser to a total of 47 interested parties, comprising Canadian and US operators, financial groups, and other parties;
 - c) attached to the Teaser was a form of non-disclosure agreement (an “**NDA**”) that interested parties were required to sign to obtain access to a virtual data room (the “**VDR**”) that was setup by the Petitioners; and
 - d) during Phase 1 of the SISP, the Petitioners and the Sales Agent responded to numerous due diligence requests from interested parties and facilitated onsite visits by certain of them to the Moss Mine.
2. The Petitioners received multiple offers at the LOI Deadline. As at the date of this Second Report, the Petitioners and the Sales Agent, in consultation with the Monitor, continue to work with the Qualified Bidders to facilitate the delivery of Final Bids by the Final Bid Deadline.

7.0 Update on the Petitioners’ Activities

1. Since the First Report, the Petitioners have:
 - a) continued the beneficiation process at the Moss Mine;
 - b) worked with INFOR to advance the SISP, including facilitating due diligence by interested parties;
 - c) engaged with the Monitor concerning all aspects of these proceedings, including reporting on receipts and disbursements, the SISP, employee issues, and supplier issues;
 - d) dealt with suppliers to secure the provision goods and services, including coordinating with the Monitor regarding certain supplier discussions;
 - e) dealt with various stakeholders regarding asserted royalties, including Patriot Gold

Corp. (“**Patriot**”) and certain individuals;

- f) communicated with employees regarding these proceedings, including in respect of the KERP;
 - g) prepared for and attended the Chapter 15 hearings on August 13 and 27, 2024;
 - h) analyzed and implemented cost-saving initiatives at the Moss Mine; and
 - i) communicated with staff regarding these proceedings.
2. The Third Swendseid Affidavit filed provides further details regarding the Petitioners’ activities since the Filing Date.

8.0 Monitor’s Activities

1. The Monitor’s activities from the Filing Date to the date of the First Report (August 7, 2024) were summarized in the First Report.
2. Since the date of the First Report, the Monitor has, among other things:
- a) corresponded regularly with the Petitioners’ management team regarding all aspects of these proceedings including operations, the SISP, the Interim Financing Facility, and the KERP;
 - b) corresponded with INFOR regarding the SISP;
 - c) assisted the Petitioners in dealing with suppliers in connection with the ongoing supply of goods and services;
 - d) monitored the Petitioners’ receipts and disbursements;
 - e) monitored the Petitioners’ business and operations;
 - f) assisted in developing the Interim Financing Term Sheet and the KERP;
 - g) engaged extensively with Fasken Martineau DuMoulin LLP (the Monitor’s Canadian legal counsel), Kenneth Coleman and Lewis Roca Rothgerber Christie LLP (together, the Monitor’s US legal counsel), and Lawson Lundell LLP (the Petitioners’ legal counsel) regarding various matters relating to these proceedings;

- h) dealt with various stakeholders who have asserted royalty claims, including Patriot and certain individuals;
- i) prepared for and attended the Chapter 15 hearings on August 13 and 27, 2024;
- j) reviewed and commented on the Petitioners' materials to be filed in support of the relief to be sought in this Application; and
- k) prepared this Second Report.

9.0 Conclusion and Recommendation

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

* * *

All of which is respectfully submitted,

**KSV RESTRUCTURING INC.,
in its capacity as monitor of
Elevation Gold Mining Corporation, Golden Vertex Corp.,
Golden Vertex (Idaho) Corp., Eclipse Gold Mining Corporation,
Alcmene Mining Inc., and Hercules Gold USA, LLC and not in
its personal capacity**



Per: Robert Kofman, President and Managing Director

APPENDIX A
[ATTACHED]

SHARE PURCHASE AGREEMENT

AMONG

STRIKEPOINT GOLD INC.

- AND -

ECLIPSE GOLD MINING CORPORATION

- AND -

ALCMENE MINING INC.

August 30, 2024

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SHARE PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 29th day of August, 2024.

AMONG:

STRIKEPOINT GOLD INC., a company organized under the laws of British Columbia, with a registered office at Suite 3123 - 595 Burrard Street, PO Box 49139, Three Bentall Centre Vancouver, BC V7X 1J1 Canada

(the "**Buyer**")

- and -

ECLIPSE GOLD MINING CORPORATION, a company organized under the laws of British Columbia, with a registered office at 1188 West Georgia St., Suite 1920, Vancouver BC V6E 4A2.

(the "**Seller**")

- and -

ALCMENE MINING INC., a company organized under the laws of British Columbia, with a registered office at 1188 West Georgia St., Suite 1920, Vancouver BC V6E 4A2.

("Alcmene")

WHEREAS:

- A. The Seller is the legal and beneficial owner of all of the issued and outstanding shares in the capital of Alcmene.
- B. Hercules Gold USA, LLC ("**Hercules USA**"), a Nevada-based company which is a wholly-owned subsidiary of Alcmene owns the Hercules Project (as defined below).
- C. The Seller wants to sell to the Buyer and the Buyer wants to purchase from the Seller all of the issued and outstanding shares in the capital of Alcmene, subject to and in accordance with the terms and conditions of this Agreement.

THIS AGREEMENT WITNESSETH THAT in consideration of the respective covenants and agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each Party), the Parties hereby covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the following meanings:

- (a) **“Bond”** means the Surface Management Surety Bond in the amount of US\$87,023, under surety bond number TMS0411253.
- (b) **“Business Day”** means any day excluding a Saturday, Sunday or statutory holiday in the Province of British Columbia.
- (c) **“CCAA”** means the *Companies’ Creditors Arrangement Act* (Canada).
- (d) **“CCAA Proceedings”** means the proceedings under the CCAA initiated by Elevation in respect of the Elevation Group, pursuant to which the Elevation Group has obtained an initial order of the Supreme Court of British Columbia dated August 1, 2024, which grants the Elevation Group creditor protection in order to consider all available transactional and restructuring options with a goal of maximizing value for the Elevation Group and its stakeholders.
- (e) **“Closing”** means the completion of the purchase and sale transaction contemplated by this Agreement.
- (f) **“Closing Date”** means the day on which Closing shall occur, being on or about August 30, 2024 or such other date as may be agreed by the Parties in writing.
- (g) **“Closing Time”** means 4:00 p.m. (Pacific Time) on the Closing Date or any other time on the Closing Date as may be agreed by the Parties in writing.
- (h) **“Contaminant”** means any substance or emission, howsoever occurring, which has, or may have, an adverse effect on the environment, any ecological system or natural resource, the use or enjoyment of real estate or property, human health or safety, and includes any “contaminant” or “pollutant” or any type of dangerous substance or “waste”, in each case, which is regulated by any Environmental Law.
- (i) **“Contracts”** means all pending and executory contracts, agreements, leases, understandings and arrangements (whether oral or written) to which Alcmene is a party or by which Alcmene or any of its respective properties or assets or the business of Alcmene is bound or under which Alcmene has rights or obligations.
- (j) **“Elevation”** means Elevation Gold Mining Corporation.
- (k) **“Elevation Group”** means Elevation, the Seller, Alcmene, Golden Vertex Corp., Golden Vertex (Idaho) Corp., and Hercules USA.
- (l) **“Encumbrance”** means any mortgage, hypothec, pledge, assignment, charge, lien, claim, security interest, adverse interest, other third person interest or encumbrance of any kind, whether contingent or absolute, any option, right or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing.
- (m) **“Environmental Laws”** means any and all applicable Laws relating to: (a) the protection of the environment or any natural resource; (b) the presence, release, discharge, handling, transportation, storage, remediation or disposal of Contaminants; and (c) the

ownership, occupation, management, transfer or sale of contaminated sites, including any other regulation relating to the conservation, protection, contamination or remediation of the environment.

- (n) "**Effective Date**" means the date of this Agreement.
- (o) "**Governmental Authority**" means any domestic or foreign government, whether national, provincial, state, territorial, local, regional, municipal or other political jurisdiction and any agency, authority, court, board, ministry, secretariat, under-secretariat, department, commission, bureau, arbitrator or other tribunal, or any quasi-governmental or other entity, state owned corporation, body or organization, insofar as it exercises a legislative, judicial, regulatory, administrative, expropriation or taxing power or function of or pertaining to government.
- (p) "**Hercules Option Agreement**" means the option agreement dated August 9, 2019 among Great Basin Resources, Inc., Iconic Minerals, Ltd., Eclipse Gold Mining Corporation and Hercules USA, attached hereto as Schedule C.
- (q) "**Hercules Project**" means the Hercules USA Claims and the Minquest Claims.
- (r) "**Hercules Membership Interests**" means one hundred percent (100%) of the Membership Interests of Hercules USA.
- (s) "**Hercules USA Claims**" means the one thousand two hundred and seven (1207) unpatented mining claims and 4 patented mining claims situated in Lyon County, Nevada, and described in Schedule A.
- (t) "**knowledge**" with respect to Alcmene or Seller, the actual knowledge of the current officers and directors of Alcmene or the Seller, respectively.
- (u) "**Laws**" means any and all (a) laws, acts, constitutions, treaties, statutes, codes, ordinances, orders, decrees, rules, regulations and municipal bylaws; (b) judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings or awards of any Governmental Authority; and (c) policies, guidelines and protocols to the extent they have force of law; and (d) general principals of common or civil law.
- (v) "**Legal Proceeding**" means any litigation, action, application, suit, investigation, hearing, claim, complaint, deemed complaint, grievance, civil, administrative, regulatory or criminal, arbitration proceeding or other similar proceeding, before or by any Governmental Authority, and includes any appeal or review thereof and any application for leave for appeal or review.
- (w) "**Material Adverse Change**" means an adverse change in the business of Alcmene or in the operations, assets, affairs, prospects or condition (financial or otherwise) of Alcmene including any such change arising as a result of any change in applicable Law, the amendment or revocation of any licence or as a result of fire, explosion, accident, casualty, labour problem, flood, drought, riot, storm, terrorist act, pandemic, disease, influenza, virus, act of God or otherwise, except for changes occurring in the ordinary course of business which, either individually or in the aggregate, have not materially adversely affected and will not materially adversely affect the business of Alcmene or

the operations, assets, affairs, prospects or condition (financial or otherwise) of Alcmene.

- (x) **“Minquest Claims”** means the one hundred and sixteen (116) unpatented mining claims owned by Minquest Inc., situated in Lyon County, Nevada, and described in Schedule B, which are subject to the Hercules Option Agreement.
- (y) **“Monitor”** means KSV Restructuring Inc., in its capacity as the CCAA court-appointed monitor in connection with the CCAA Proceedings and not in its personal or corporate capacity.
- (z) **“Order”** means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.
- (aa) **“Parties”** means the Seller, Alcmene and the Buyer, collectively, and **“Party”** means any one of them.
- (bb) **“Permits”** means franchises, approvals, authorizations, permits, licenses, easements, registrations, certificates of authorization, decrees, executive orders, exemptions, variances, waivers, grants, notifications, privileges, rights, orders, judgments, rulings, directives, permits and other approvals, obtained from, issued by or required by a Governmental Authority.
- (cc) **“Person”** includes any individual, firm, partnership, joint venture, association, trust, trustee, executor, administrator, personal or legal representative, a corporation, a company, body corporate, a partnership, an association, Governmental Authority, an unincorporated association or organization, syndicate or other entity, whether or not having legal status.
- (dd) **“Purchased Shares”** means all of the issued and outstanding shares in the capital of Alcmene.
- (ee) **“Regulatory Approval”** means any approval, consent, ruling, authorization, notice, permit, waiver or acknowledgement that may be required from any Person pursuant to applicable Law or under the terms of any licence or the conditions of any Order (a) in connection with the transactions contemplated by this Agreement, (b) to permit Alcmene to carry on the business of Alcmene as currently conducted after Closing, or (c) which is otherwise necessary to permit the Parties to perform their obligations under this Agreement.
- (ff) **“Tax”** or **“Taxes”** means all taxes, duties, fees, premiums, assessments, imposts, levies, rates, withholdings, dues, government contributions and other charges of any kind imposed by any Governmental Authority, whether direct or indirect, together with all interest, penalties, fines, additions to tax or other additional amounts imposed in respect thereof.
- (gg) **“Tax Act”** means the *Income Tax Act* (Canada), as amended, and the regulations thereunder, as amended.

1.2 Sections and Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, Section or Schedule refers to the specified Article or Section of or Schedule to this Agreement.

1.3 Number and Gender and Use of Certain Terms

Unless the context requires otherwise, words importing the singular include the plural and vice versa, and words importing gender include any gender. Each of the terms “including”, “include” and “includes”, when used in this Agreement, is not limiting whether or not non-limiting language (such as “without limitation”, “without limiting the foregoing”, “but not limited to” or words of similar import) is used with reference thereto.

1.4 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.

1.5 Time of Essence

Time shall be of the essence of this Agreement.

1.6 Applicable Law

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and each of the Parties hereto hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of British Columbia.

1.7 Currency

Unless otherwise indicated, all dollar amounts referred to in this Agreement are expressed in Canadian funds.

1.8 Day Not a Business Day

In the event that any day on which any action is required to be taken hereunder is not a Business Day, then such action shall be required to be taken on or before the requisite time on the first Business Day thereafter.

ARTICLE 2 PURCHASE AND SALE

2.1 Agreement of Purchase and Sale

Subject to the terms and conditions of this Agreement, on the Closing Date the Seller will sell and the Buyer will purchase, the Purchased Shares, free and clear of any Encumbrances other than transfer restrictions contained in the constating documents of Alcmene.

2.2 Purchase Price

As consideration for the Purchased Shares, the Buyer agrees to pay to the Seller \$250,000 (the “**Purchase Price**”) in cash by wire transfer on the Closing Date. In addition the Buyer agrees to reimburse certain fees paid by the Seller as described in 4.3 and 8.7 below.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations Relating to the Seller and Alcmene

The Seller represents and warrants to the Buyer as follows and acknowledge and confirm that the Buyer is relying on such representations and warranties in connection with its completion of the transactions contemplated hereunder:

- (a) **Incorporation and Corporate Power of Seller.** The Seller is a corporation duly subsisting under the laws of the jurisdiction of its incorporation with the corporate power to own its assets and to carry on its business.
- (b) **Authority of Seller.** The Seller has good and sufficient authority to enter into and deliver this Agreement and to transfer its legal and beneficial interest in the Alcmene to the Buyer.
- (c) **Authorization by Seller.** The execution, delivery and performance of this Agreement by the Seller, and the consummation of the transactions herein contemplated the Seller will not (i) violate or conflict with any term or provision of any of the articles, by-laws or other constating documents of the Seller; (ii) violate or conflict with any term or provision of any order of any court, or Government Authority or any law or regulation of any jurisdiction in which the Seller business is carried on; or (iii) conflict with, accelerate the performance required by or result in the breach of any agreement to which the Seller is a party or by which the Seller is currently bound.
- (d) **Capacity and Powers of Alcmene.** Alcmene has all necessary corporate power, authority and capacity to own or lease its assets and to carry on the business as currently being conducted. Alcmene does not carry on business in any other jurisdiction other than British Columbia.
- (e) **Authorized Capital; Purchased Shares.** The authorized capital of Alcmene consists of an unlimited number of common shares of which, as of the date hereof, the Purchased Shares are issued and outstanding. The Seller is sole beneficial and registered owner of all the outstanding shares in the capital of Alcmene with good title, free and clear of all Encumbrances other than those restrictions on transfer contained in the constating documents of Alcmene. The Purchased Shares are not subject to any voting trust, pooling agreement, shareholder agreement, voting agreement or other contract, arrangement or understanding with respect to the voting of the Purchased Shares or any of them. Except for the Buyer’s right to purchase the Purchased Shares hereunder, no Person has any other agreement, option, commitment, arrangement, or any other right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment (including any such right or privilege under convertible securities, warrants or convertible obligations of any nature) for the

purchase, subscription, allotment or issuance of, or conversion into, any of the issued or unissued shares or any other securities of Alcmene. The Purchased Shares have been validly issued in compliance with the applicable Laws and are fully paid and non-assessable.

- (f) **Hercules Membership Interests.** Hercules USA ownership is comprised of Membership Interests, expressed as a percentage of the total Membership Interest, of which one hundred percent (100%) is owned by Alcmene with good title, free and clear of all Encumbrances other than those restrictions on transfer contained in the Operating Agreement of Hercules USA. The Hercules Membership Interests are not subject to any voting trust, pooling agreement, shareholder agreement, voting agreement or other contract, arrangement or understanding with respect to the voting of the Hercules Membership Interests or any of them. No Person has any agreement, option, commitment, arrangement, or any other right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment (including any such right or privilege under convertible securities, warrants or convertible obligations of any nature) for the purchase, subscription, allotment or issuance of, or conversion into, any Membership Interest in Hercules USA. The Hercules Membership Interests have been validly issued in compliance with the applicable Laws and are fully paid and non-assessable.
- (g) **Consents.** Other than the consent of the Monitor pursuant to the CCAA Proceedings, no consent, approval, order, registration, notice, declaration or filing with, any Governmental Authority or other Person is required to be obtained by either the Seller or Alcmene in connection with the execution and delivery of this Agreement or any other documents contemplated hereby, or the consummation by either Alcmene or the Seller of the transactions contemplated hereby or thereby.
- (h) **Litigation.** Other than the CCAA Proceedings, there is no Legal Proceeding in progress, pending or, to the knowledge of the Seller, threatened against or affecting Alcmene or Hercules USA, or any of their respective officers or directors in their capacity as such, or any of their respective properties or assets or title thereto (including the Hercules Project), nor is there any factual or legal basis on which any such Legal Proceeding might be commenced. There is no Order outstanding against or affecting Alcmene or Hercules USA or any of their respective properties or assets (including the Hercules Project). There are no internal investigations or inquiries being conducted by Alcmene, Hercules USA or any third party at the request of the foregoing concerning any financial, accounting, Tax, conflict of interest, illegal activity, fraudulent or deceptive conduct or other misfeasance or malfeasance issues.
- (i) **Compliance with Applicable Laws.** Alcmene and Hercules USA have materially complied with all applicable Laws. Alcmene and Hercules USA have not received notice of any violation of applicable Laws in any jurisdiction. Alcmene and Hercules USA have all material Permits required by Alcmene or Hercules USA to carry out their businesses as currently operated; (ii) each such Permit is valid, subsisting and in good standing, and Alcmene and Hercules USA are not in default or breach of any such Permit in any material respect; and (iii) no proceeding is pending or threatened to revoke, suspend, modify or limit any such Permit and no event has occurred and no circumstance exists that might give rise to any of the foregoing.

- (j) **Permits.** Alcmene and Hercules USA do not hold any material Permits.
- (k) **Mineral Rights:**
 - (i) all of the mineral rights comprising the Hercules Project have been properly located and/or recorded in accordance with applicable Law;
 - (ii) to the best of the Seller's knowledge, Alcmene or Hercules USA hold all permits, licenses, consents and authorities issued by any Governmental Authority, which are necessary in connection with the ownership of the Hercules USA Claims;
 - (iii) Hercules USA is the sole legal and beneficial owner of all right, title and interest to the Hercules USA Claims, free and clear of any Encumbrances;
 - (iv) there is no material adverse claim against or challenge to the title to or ownership of the Hercules Project. The Seller is not aware of any defects, failures or impairments in the title of Hercules USA to the Hercules USA Claims;
 - (v) there are no royalties, net profits interests, back-in rights, earn-in rights, farm-in rights, streaming arrangements, purchase options, rights of first refusal or similar provisions or rights which would affect, or entitle any Person to receive any payment in connection with, Hercules USA's interest in the Hercules Project or the production or sale of minerals therefrom other than those listed in Schedule C;
 - (vi) all of the mineral rights comprising the Hercules Project are in good standing under applicable Law all work required to be performed and filed in respect of the Hercules Project has been performed and filed, all Taxes, rentals, fees, expenditures and other payments in respect thereof have been paid or incurred and all filings in respect thereof have been made and none of the mineral rights comprising the Hercules Project are subject to cancellation or forfeiture for any reason; and
 - (vii) any and all operations of the Seller, Alcmene and Hercules USA on or in respect of the Hercules Project have been conducted in accordance with reasonable and prudent Canadian mining industry practices and in compliance with applicable Law.
- (l) **Environmental.** The use, maintenance and operation of Alcmene and Hercules USA's assets have been and are in compliance with all Environmental Laws. Alcmene and Hercules USA have not received any notice of any non-compliance with any Environmental Laws. To the knowledge of the Seller, there is no reasonable basis upon which Alcmene or Hercules USA could become responsible for any material clean up or corrective action under any Environmental Laws.
- (m) **No debt or declared dividend.** Alcmene and Hercules USA have no indebtedness, liabilities or obligations, secured or unsecured (whether accrued, absolute, contingent or otherwise), except for those disclosed in writing to the Buyer as of the date hereof,

and those incurred in the ordinary course of business. No dividend or other distribution in respect of the Purchased Shares has been authorized by the Seller which is unpaid.

- (n) **Taxes.** To the best of the Seller's knowledge, all fees, taxes, assessments, rentals, levies or other payments required to be made pertaining to Alcmene and the Hercules Project have been made.
- (o) **Hercules Option Agreement.** Without limiting the generality of Section **Error! Reference source not found.**,
 - (i) Hercules USA has complied in all respects with the obligations which have arisen under the Hercules Option Agreement; and
 - (ii) except for the remaining portion of the Total Option Payment (as defined in the Hercules Option Agreement) Hercules USA has satisfied all obligations required to exercise the option under the Hercules Option Agreement and acquire a 100% interest in the Minquest Claims.
- (p) **Regulatory Approvals.** Other than approval by the Monitor, in connection with the CCAA Proceedings, which has been obtained by the Seller, no Regulatory Approval or filing with, notice to, or waiver from any Governmental Authority is required to be obtained or made by the Seller or Alcmene: (a) in connection with the execution and delivery of, and performance by the Seller of its obligations under, this Agreement or the consummation of the transactions contemplated hereby; (b) to avoid the loss of any license or permit; or (c) to permit Alcmene to carry on the business of Alcmene after the Closing as the business of Alcmene is currently carried on by Alcmene.

3.2 No Waiver

No investigations, inspections, surveys or tests made by or on behalf of the Buyer at any time, and no updates to information from the Seller to the Buyer shall, or shall be deemed to (a) affect, mitigate, modify, waive, diminish the scope of or otherwise affect any representation or warranty made by the Seller in or pursuant to this Agreement, or (b) limit or otherwise affect any remedies available to the Buyer, unless in each case agreed to by the Buyer in writing.

3.3 Survival of Representations and Warranties

Notwithstanding the Closing, the payment of the Purchase Price or waiver of any condition by the Buyer, the Seller's representations and warranties, covenants and agreements survive the Closing and the payment of the Purchase Price and continue in full force and effect for a period of 12 months from the Closing Date.

3.4 Representations Relating to the Buyer

The Buyer represents and warrants to the Seller as follows and acknowledges and confirms that the Seller is relying on such representations and warranties in connection with their completion of the transactions contemplated hereunder:

- (a) **Corporate Existence of Buyer.** The Buyer is a company duly incorporated and validly existing under the laws of British Columbia.

- (b) **Capacity and Authority.** The Buyer has all necessary corporate power, authority and capacity to enter into and perform its obligations under this Agreement.
- (c) **No Violation.** The execution and delivery of this Agreement does not violate any law or provision of the constating or organizational documents of the Buyer.
- (d) **Execution and Delivery and Binding Obligation.** This Agreement has been duly executed and delivered by the Buyer and constitutes a valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms, subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that equitable remedies, including specific performance, are discretionary and may not be ordered in respect of certain defaults.
- (e) **Consents.** No consent, approval, order, registration, notice, declaration or filing with, any Governmental Authority or other Person is required to be obtained by Buyer in connection with the execution and delivery of this Agreement or any other documents contemplated hereby, or the consummation by the Buyer of the transactions contemplated hereby or thereby.

3.5 Survival of Representations and Warranties

The Buyer's representations and warranties set out herein will survive the execution and delivery of this Agreement and the Closing until the 12 month anniversary of the Closing Date.

ARTICLE 4 COVENANTS

4.1 Conduct of Business Before Closing

During the period beginning on the date of this Agreement and ending at the Closing Time, the Seller and Alcmene hereby covenant and agree with Buyer as follows:

- (a) Subject to any confidentiality obligations, the Seller and Alcmene will provide any information reasonably requested by the Buyer or its counsel so that the Buyer may complete its due diligence investigations of Alcmene.
- (b) The Seller and Alcmene will use its commercially reasonable efforts to cause to be conducted or conduct the affairs of Alcmene so that all of the representations and warranties of the Seller contained herein shall be true and correct on and as of the Closing Date as if made on and as of such date.
- (c) The Buyer may employ and engage such employees, agents and independent contractors as it may consider necessary or advisable to carry out its duties and obligations hereunder.
- (d) The Seller and Alcmene will provide the Buyer with copies of any correspondence by the Seller or Alcmene with any Governmental Authority in Nevada promptly upon receipt or transmission of such correspondence.

4.2 Obligations of the Seller

During the period beginning on the date of this Agreement and ending at the Closing Time, the Seller will cause Alcmene and Hercules USA, as applicable, to:

- (a) conduct only those activities and operations that are set forth in programs and budgets that are presented to the Seller;
- (b) comply with all applicable laws, permits and authorizations relating to the Hercules Project;
- (c) carry out all of its activities and operations in a good and workmanlike manner and in substantial accordance with sound mining and other applicable industry standards and practices; and
- (d) be responsible for maintaining the Hercules Project concessions in good standing and in full force and effect, including by making all necessary filings, performing all necessary work, and paying all required payments, fees, taxes, cannons, penalties and other charges to keep the Hercules Project concessions in good standing. The Parties hereby acknowledge and agree that the Buyer may execute renewal forms as agent for Alcmene.

4.3 Obligations of the Buyer

The Buyer will promptly reimburse the Seller for any expenses incurred by the Seller to keep the Hercules Project concessions in good standing pursuant to Section 4.2(d).

4.4 Confidential Information

Prior to the Closing, each Party shall keep confidential all information disclosed to it by the other Party or its agents relating to Alcmene or the transactions contemplated by this Agreement, 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 such Party; (iii) was received in good faith from an independent Person who was lawfully in possession of such information free of any obligation of confidence; or (iv) is disclosed in accordance with Section 8.8 (Public Announcements). If this Agreement is terminated without completion of the transactions contemplated herein, each Party shall continue to maintain the confidence of all such information, subject to items (i),(ii), (iii) or (iv) of the preceding sentence.

4.5 Tax Returns

The Buyer shall (at its sole cost) cause to be prepared and filed on a timely basis all Tax returns for Alcmene for each taxation period of Alcmene that commenced before the Closing Date and ends on or before the Closing Date (all these Tax returns together being referred to as "Stub Period Returns"), and the Buyer shall be responsible for any taxes that are payable related to those Stub Period Returns. The Seller and the Buyer shall cooperate fully with each other and make available to each other in a timely fashion all data and other information as may reasonably be required for the preparation of all Stub Period Returns and will preserve that data and other information until the expiration of any applicable limitation period for maintaining books and records under any applicable Tax law with respect to the Stub Period Returns. The Buyer shall also be responsible for preparing and filing all Tax returns and any taxes that are payable related to those Tax returns following the Closing date.

4.6 Surety Bond

Prior to the Closing, the Seller shall cause Hercules USA to cancel the Bond, and any funds repayment resulting from such cancellation shall be retained by the Seller. Prior to the Closing, the Buyer shall make any necessary arrangements for a replacement surety bond in respect of the Hercules Project.

ARTICLE 5 CLOSING CONDITIONS

5.1 Conditions for the Benefit of the Buyer

The obligation of the Buyer to complete the purchase of the Purchased Shares is subject to the satisfaction, or waiver by the Buyer, at or before the Closing Time, of the following conditions, which are for the sole benefit of the Buyer and which may be waived, in whole or in part, by the Buyer at any time without prejudice to the Buyer's right to rely on any other condition precedent.

- (a) **Representations and Warranties.** The representations and warranties of the Seller made in this Agreement will be true and accurate in all material respects as of the Closing Time as if made as of the Closing Time (except for any representations and warranties made as at a specified date, the accuracy of which will be determined as of that specified date instead of the Closing Time).
- (b) **Covenants.** The Seller will have performed in all material respects each of its obligations required to be performed at or before the Closing Time under this Agreement.
- (c) **Deliveries.** The Seller will have delivered, or cause to be delivered, to the Buyer the following in form and substance satisfactory to the Buyer:
 - (i) a certificate, signed by a senior officer of the Seller, confirming the matters set out in Sections (a) (Representations and Warranties) and (b) (Covenants) dated as of the Closing Date;
 - (ii) a certificate, signed by a senior officer of the Seller, confirming that there has been no Material Adverse Change and no event has occurred nor do any circumstances exist which would reasonably be expected to result in a Material Adverse Change;
 - (iii) original share certificates representing the Purchased Shares, duly endorsed by an effective endorsement for transfer to the Buyer;
 - (iv) certified copies of resolutions of the directors of Alcmene authorizing the transfer of the Purchased Shares to the Buyer;
 - (v) a copy of a share certificate representing the Purchased Shares registered in the name of the Buyer;
 - (vi) executed resignations effective as at the Closing Time of each director or officer of Alcmene;
 - (vii) a certified copy of the central securities register of Alcmene showing the Buyer as the registered owner of the Purchased Shares;

- (viii) mutual releases, in form and substance satisfactory to the Buyer and the Seller, acting reasonably, executed by the Alcmene and Alcmene's directors and officers each releasing the other from any and all manner of actions, causes of action, suits, proceedings, debts, dues, profits, expenses, contracts, damages, claims, demands and liabilities whatsoever, in law or equity, which Alcmene or Alcmene's directors and officers or any of them, ever had, now has or may have against the other for or by reason of any matter, cause or thing whatsoever done or omitted to be done by them up to the Closing; and
- (ix) the corporate minute books and all other books, records, books of account and other documents related to the business of Alcmene.

5.2 Conditions for the Benefit of the Seller

The obligation of the Seller to complete the sale of the Purchased Shares is subject to the satisfaction, or waiver by the Seller, at or before the Closing Time, of the following conditions, which are for the sole benefit of the Seller and which may be waived, in whole or in part, by the Seller at any time without prejudice to any Seller's right to rely on any other condition precedent.

- (a) **Representations and Warranties.** The representations and warranties of the Buyer made in this Agreement will be true and accurate in all material respects at the Closing Time as if made as of the Closing Time (except for any representations and warranties made as at a specified date, the accuracy of which will be determined as of that specified date instead of the Closing Time).
- (b) **Covenants.** The Buyer will have performed in all material respects its obligations required to be performed at or before the Closing Time under this Agreement.
- (c) **Deliveries.** The Buyer will have delivered to the Seller in form and substance satisfactory to the Seller a certificate of the Buyer, signed on its behalf by a senior officer of the Buyer, confirming the matters set out in Sections (a) (Representations and Warranties) and (b) (Covenants), dated as of the Closing Date.
- (d) **Consent of the Monitor.** The Seller shall have received the consent of the Monitor under the CCAA Proceedings to complete the sale of Alcmene hereunder.
- (e) **TSX Venture Exchange Approval.** The Seller shall have received the conditional approval of the TSX Venture Exchange to complete the sale of Alcmene hereunder.

ARTICLE 6 CLOSING ARRANGEMENTS

6.1 Closing

The Closing will take place at the Closing Time at the offices of DuMoulin Black LLP, 1111 West Hastings Street, 15th Floor, Vancouver, BC V6E 2J3. All required documents may be delivered as originals or may be delivered by electronic transmission, except that the share certificates representing the Purchased Shares must be delivered in original form.

6.2 Closing Deliveries

At the Closing Time:

- (a) the Seller will deliver or cause to be delivered to the Buyer the documents set out in Section 5.1(c) (Deliveries), including the original share certificates representing the Purchased Shares in fully transferable form; and
- (b) the Buyer will deliver or cause to be delivered to the Seller the documents set out in Section 5.2(c) (Deliveries).

ARTICLE 7 TERMINATION

7.1 Termination Rights

This Agreement may be terminated at any time before the Closing:

- (a) by mutual written consent of the Buyer and the Seller;
- (b) by the Seller if the Buyer is in default with respect to its obligation to make any payment, and the Buyer has not cured such default within 30 days following delivery of notice by the Seller of such default;
- (c) by the Buyer if the Seller is in default and the Buyer has not cured such default within 30 days following delivery of notice by the Seller of such default; or
- (d) by written notice by either Party to the other Party if Closing has not occurred by September 30, 2024.

7.2 Effect of Termination

If this Agreement is terminated in accordance with Section 7.1, the Parties will be released from all of their obligations under this Agreement, except that: Section 4.4 (Confidential Information), this Section 7.2, Section 8.7 (Costs and Expenses) and Section 8.8 (Public Disclosure) will survive the termination of this Agreement and continue in full force and effect; and the termination of this Agreement at any time before the Closing will not relieve any Party from any liability arising before that termination.

ARTICLE 8 GENERAL

8.1 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a Party hereto, shall be in writing and either: delivered personally or by courier; sent by prepaid registered mail; or transmitted by e-mail or functionally equivalent electronic means of transmission, charges (if any) prepaid. The address for service of each of the Parties hereto shall be as follows:

- (a) to the Seller or Alcmene at:

Eclipse Gold Mining Corporation
1188 West Georgia St., Suite 1920
Vancouver BC V6E 4A2.
Attention: Tim J. Swendseid, President
E-mail: tim@elvtgold.com

(b) to the Buyer at:

StrikePoint Gold Inc.
Suite 3123 - 595 Burrard Street
PO Box 49139, Three Bentall Centre
Vancouver, BC
V7X 1J1

Attention: Michael G. Allen, President, CEO and Director
E-mail: ma@strikepointgold.com

8.2 Severability

Each Section of this Agreement is distinct and severable. If any Section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that Section, in whole or in part, will not affect the legality, validity or enforceability of the remaining Sections of this Agreement, in whole or in part.

8.3 Amendment and Waiver

No amendment, discharge, restatement, supplement, termination or waiver of this Agreement or any Section of this Agreement is binding unless it is in writing and executed by the Party to be bound. No waiver of, failure to exercise or delay in exercising, any Section of this Agreement constitutes a waiver of any other Section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

8.4 Further Assurances

Each Party will, at that Party's own expense, execute and deliver any further agreements and documents and provide any further assurances, undertakings and information as may be reasonably required by the requesting Party to give effect to this Agreement.

8.5 Assignment and Enurement

Neither this Agreement nor any right or obligation under this Agreement may be assigned by any Party without the prior written consent of the other Parties. This Agreement enures to the benefit of and is binding upon the Parties and their respective successors.

8.6 Counterparts and Electronic Delivery

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and each of which may be delivered by e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

8.7 Costs and Expenses

Except as otherwise specified in this Agreement, all costs and expenses (including the fees and disbursements of accountants, financial advisors, legal counsel and other professional advisers) incurred in connection with the negotiation and settlement of this Agreement, and the completion of the transactions contemplated by this Agreement, are to be paid by the Party incurring those costs and expenses. Notwithstanding the foregoing, the Buyer shall reimburse the Seller for documented legal fees incurred in connection with the transactions contemplated by this Agreement, up to a maximum amount of \$23,500.

8.8 Public Disclosure

All public announcements, press releases and publicity concerning this Agreement, or the transactions contemplated by this Agreement, must be jointly approved by the Seller and the Buyer, and neither will act unilaterally in this regard without the prior consent of the other (such consent not to be unreasonably withheld) unless, and only to the extent that, disclosure is required to meet disclosure obligations under applicable securities laws in circumstances where prior consultation with the other is not practicable.

8.9 No Contra Proferentem

This Agreement has been reviewed by each Party's professional advisors, and revised during the course of negotiations among the Parties. Each Party acknowledges that this Agreement is the product of their joint efforts, that it expresses their agreement, and that, if there is any ambiguity in any of its provisions, no rule of interpretation favouring one Party over another based on authorship will apply.

8.10 Force Majeure

If any party to this Agreement is at any time prevented or delayed in complying with any provisions of this Agreement by reason of strikes, lock-outs, labour shortages, power shortages, fuel shortages, fires, wars, insurrection, terrorist activities, inability to gain or maintain surface access not related to the misconduct of such party, acts of God, governmental regulations restricting normal operations, shipping delays or any other extraordinary reason or reasons beyond the control of such party, other than lack of funds, the time limited for the performance by such party of its obligations hereunder will be extended by a period of time equal in length to the period of each such prevention or delay, but nothing herein will discharge such party from its obligations hereunder to maintain any and all the Hercules Project in good standing. Each party will give prompt notice to the other of each event of force majeure under this section and upon cessation of such event will furnish to the other party notice to that effect together with particulars of the number of days by which the obligations of the notifying party hereunder have been extended by virtue of such event of force majeure and all preceding events of force majeure.

Each of the Parties has executed and delivered this Agreement as of the date noted at the beginning of this Agreement.

STRIKEPOINT GOLD INC.

Per: Michael G Allen
Name: Michael G. Allen
Title: Chief Executive Officer

ECLIPSE GOLD MINING CORPORATION

Per: _____
Name:
Title:

ALCMENE MINING INC.

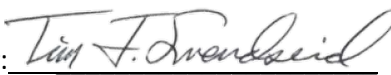
Per: _____
Name:
Title:

Each of the Parties has executed and delivered this Agreement as of the date noted at the beginning of this Agreement.


STRIKEPOINT GOLD INC.

Per: _____
Name:
Title:

ECLIPSE GOLD MINING CORPORATION

Per: 
Name: Tim Swendeid
Title: President

ALCMENE MINING INC.

Per: 
Name: Tim Swenseid
Title: President

SCHEDULE A

HERCULES USA CLAIMS

Claim Name	Document Number	Serial Number	Date Acquired	Claim Type
Wild Horse 1 MS 3916	613695	290885 D/C		Patented - Owned
Great Western 1 MS 3916	619046	290885 D/C		Patented - Owned
Wild Horse 2 MS 3916	613695	290885 D/C		Patented - Owned
Great Western 2 MS 3916	619046	290885 D/C		Patented - Owned
HGUSA-1	611404	NV101612639	2/5/2020	Unpatented Claim--rights controlled
HGUSA-2	611405	NV101612640	2/5/2020	Unpatented Claim--rights controlled
HGUSA-3	611406	NV101612641	2/26/2020	Unpatented Claim--rights controlled
HGUSA-4	611407	NV101612642	2/6/2020	Unpatented Claim--rights controlled
HGUSA-5	611408	NV101612643	2/6/2020	Unpatented Claim--rights controlled
HGUSA-6	623143	NV101959790	10/12/2020	Unpatented Claim--rights controlled
HGUSA-7	623144	NV101959791	10/12/2020	Unpatented Claim--rights controlled
HGUSA-8	623145	NV101959792	10/12/2020	Unpatented Claim--rights controlled
HGUSA-9	623146	NV101959793	10/12/2020	Unpatented Claim--rights controlled
HGUSA-10	623147	NV101959794	10/12/2020	Unpatented Claim--rights controlled
HGUSA-11	623148	NV101959795	10/12/2020	Unpatented Claim--rights controlled
HGUSA-12	623149	NV101959796	10/12/2020	Unpatented Claim--rights controlled
HGUSA-13	623150	NV101959797	10/12/2020	Unpatented Claim--rights controlled
HGUSA-14	623151	NV101959798	10/12/2020	Unpatented Claim--rights controlled
HGUSA-15	623152	NV101959799	10/12/2020	Unpatented Claim--rights controlled
HGUSA-16	623153	NV101959800	10/12/2020	Unpatented Claim--rights controlled
HGUSA-17	623154	NV101959907	10/12/2020	Unpatented Claim--rights controlled

HGUSA-18	623155	NV101959908	10/12/2020	Unpatented Claim--rights controlled
HGUSA-19	623156	NV101960264	10/12/2020	Unpatented Claim--rights controlled
HGUSA-20	623157	NV101960265	10/12/2020	Unpatented Claim--rights controlled
HGUSA-21	623158	NV101960266	10/12/2020	Unpatented Claim--rights controlled
HGUSA-22	623159	NV101960267	10/12/2020	Unpatented Claim--rights controlled
HGUSA-23	623160	NV101960268	10/12/2020	Unpatented Claim--rights controlled
HGUSA-24	623161	NV101960269	10/12/2020	Unpatented Claim--rights controlled
HGUSA-25	623162	NV101960270	10/12/2020	Unpatented Claim--rights controlled
HGUSA-26	626655	NV101960271	10/12/2020	Unpatented Claim--rights controlled
HGUSA-27	626654	NV101960272	10/12/2020	Unpatented Claim--rights controlled
HGUSA-28	626653	NV101960273	10/12/2020	Unpatented Claim--rights controlled
HGUSA-29	623166	NV101960274	10/12/2020	Unpatented Claim--rights controlled
HGUSA-30	623167	NV101960275	10/12/2020	Unpatented Claim--rights controlled
HGUSA-31	623168	NV101960276	10/12/2020	Unpatented Claim--rights controlled
HGUSA-32	623169	NV101960277	10/12/2020	Unpatented Claim--rights controlled
HGUSA-33	623170	NV101960278	10/12/2020	Unpatented Claim--rights controlled
HGUSA-34	623171	NV101960279	10/12/2020	Unpatented Claim--rights controlled
HGUSA-35	623172	NV101960280	10/12/2020	Unpatented Claim--rights controlled
HGUSA-36	623173	NV101960281	10/12/2020	Unpatented Claim--rights controlled
HGUSA-37	623174	NV101960282	10/12/2020	Unpatented Claim--rights controlled
HGUSA-38	623175	NV101960283	10/12/2020	Unpatented Claim--rights controlled
HGUSA-39	623176	NV101960284	10/12/2020	Unpatented Claim--rights controlled
HGUSA-40	623177	NV101920688	10/12/2020	Unpatented Claim--rights controlled
HGUSA-41	623178	NV101920689	10/12/2020	Unpatented Claim--rights controlled

HGUSA-42	623179	NV101920690	10/12/2020	Unpatented Claim--rights controlled
HGUSA-43	623180	NV101920691	10/12/2020	Unpatented Claim--rights controlled
HGUSA-44	623181	NV101920692	10/12/2020	Unpatented Claim--rights controlled
HGUSA-45	623182	NV101920693	10/12/2020	Unpatented Claim--rights controlled
HGUSA-46	623183	NV101920694	10/12/2020	Unpatented Claim--rights controlled
HGUSA-47	623184	NV101920695	10/12/2020	Unpatented Claim--rights controlled
HGUSA-48	623185	NV101920696	10/12/2020	Unpatented Claim--rights controlled
HGUSA-49	623186	NV101920697	10/12/2020	Unpatented Claim--rights controlled
HGUSA-50	623187	NV101920698	10/12/2020	Unpatented Claim--rights controlled
HGUSA-51	623188	NV101920699	10/12/2020	Unpatented Claim--rights controlled
HGUSA-52	623189	NV101920700	10/12/2020	Unpatented Claim--rights controlled
HGUSA-53	623190	NV101920701	10/12/2020	Unpatented Claim--rights controlled
HGUSA-54	623191	NV101920702	10/12/2020	Unpatented Claim--rights controlled
HGUSA-55	623192	NV101920703	10/12/2020	Unpatented Claim--rights controlled
HGUSA-56	623193	NV101920704	10/12/2020	Unpatented Claim--rights controlled
HGUSA-57	625619	NV101860731	11/23/2020	Unpatented Claim--rights controlled
HGUSA-58	625620	NV101860732	11/23/2020	Unpatented Claim--rights controlled
HGUSA-59	625621	NV101861346	11/23/2020	Unpatented Claim--rights controlled
HGUSA-60	625622	NV101861347	11/23/2020	Unpatented Claim--rights controlled
HGUSA-61	625623	NV101861348	11/23/2020	Unpatented Claim--rights controlled
HGUSA-62	625624	NV101861349	11/23/2020	Unpatented Claim--rights controlled
HGUSA-63	625625	NV101861350	11/23/2020	Unpatented Claim--rights controlled
HGUSA-64	625626	NV101861351	11/23/2020	Unpatented Claim--rights controlled
HGUSA-65	625627	NV101861352	11/23/2020	Unpatented Claim--rights controlled

HGUSA-66	625628	NV101861353	11/23/2020	Unpatented Claim--rights controlled
HGUSA-72	625629	NV101861354	11/23/2020	Unpatented Claim--rights controlled
HGUSA-73	625630	NV101861355	11/23/2020	Unpatented Claim--rights controlled
HGUSA-74	625631	NV101861356	11/23/2020	Unpatented Claim--rights controlled
HGUSA-75	625632	NV101861357	11/23/2020	Unpatented Claim--rights controlled
HGUSA-81	625633	NV101861358	11/23/2020	Unpatented Claim--rights controlled
HGUSA-82	625634	NV101861359	11/23/2020	Unpatented Claim--rights controlled
HGUSA-83	625635	NV101861360	11/23/2020	Unpatented Claim--rights controlled
HGUSA-84	625636	NV101861361	11/23/2020	Unpatented Claim--rights controlled
GOLD BAR 2	467725	NV101888785	11/8/2010	Unpatented Claim--rights controlled
J+M LODE	480703	NV101505201	8/21/2011	Unpatented Claim--rights controlled
LUCKY 13	468731	NV101679951	11/29/2010	Unpatented Claim--rights controlled
LUCKY RUSTY	468732	NV101679952	11/29/2010	Unpatented Claim--rights controlled
LUCKY RUSTY 2	493800	NV101528657	6/15/2012	Unpatented Claim--rights controlled
SS-1	616941	NV101568588	6/9/2020	Unpatented Claim--rights controlled
SS-2	616942	NV101568589	6/9/2020	Unpatented Claim--rights controlled
SS-3	616943	NV101568590	6/9/2020	Unpatented Claim--rights controlled
SS-4	616944	NV101568591	6/9/2020	Unpatented Claim--rights controlled
SS-5	616945	NV101568592	6/9/2020	Unpatented Claim--rights controlled
SS-6	616946	NV101568593	6/9/2020	Unpatented Claim--rights controlled
SS-7	616947	NV101568594	6/9/2020	Unpatented Claim--rights controlled
SS-8	616948	NV101568595	6/9/2020	Unpatented Claim--rights controlled
WILD HORSE EXT 1	477156	NV101429124	6/1/2011	Unpatented Claim--rights controlled
WILD HORSE EXT 2	477689	NV101429125	6/1/2011	Unpatented Claim--rights controlled

WILDHORSE EXT 3	488500	NV101755352	3/9/2012	Unpatented Claim--rights controlled
WILDHORSE EXT 4	479945	NV101755353	3/9/2012	Unpatented Claim--rights controlled
WILDHORSE EXTENSION	369372	NV101856401	9/1/2005	Unpatented Claim--rights controlled
COMO COMET # 1	28107	NV101454773	8/28/1976	Unpatented Claim--rights controlled
COMO COMET # 2	28108	NV101550127	8/28/1976	Unpatented Claim--rights controlled
COMO COMET # 3	32456	NV101605246	4/26/1977	Unpatented Claim--rights controlled
COMO COMET # 4	32457	NV101523466	4/26/1977	Unpatented Claim--rights controlled
COMO COMET # 6	32866	NV101496332	4/30/1977	Unpatented Claim--rights controlled
COMO COMET # 7	32867	NV101607761	5/15/1977	Unpatented Claim--rights controlled
COMO COMET # 8	32868	NV101494241	5/15/1977	Unpatented Claim--rights controlled
COMO COMET # 9	32869	NV101493463	5/15/1977	Unpatented Claim--rights controlled
EC-04	605659	NV101820464	9/12/2019	Unpatented Claim--rights controlled
EC-06	605660	NV101820465	9/12/2019	Unpatented Claim--rights controlled
EC-08	605661	NV101820466	9/12/2019	Unpatented Claim--rights controlled
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EC-10	605663	NV101820468	9/12/2019	Unpatented Claim--rights controlled
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EC-12	605665	NV101820470	9/12/2019	Unpatented Claim--rights controlled
EC-13	605666	NV101820471	9/12/2019	Unpatented Claim--rights controlled
EC-14	605667	NV101820472	9/12/2019	Unpatented Claim--rights controlled
EC-15	605668	NV101820473	9/12/2019	Unpatented Claim--rights controlled
EC-16	605669	NV101820474	9/12/2019	Unpatented Claim--rights controlled
EC-17	605670	NV101820475	9/12/2019	Unpatented Claim--rights controlled
EC-18	605671	NV101820476	9/12/2019	Unpatented Claim--rights controlled

EC-19	605672	NV101820477	9/12/2019	Unpatented Claim--rights controlled
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EC-21	605674	NV101821708	9/12/2019	Unpatented Claim--rights controlled
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EC-23	605676	NV101821710	9/12/2019	Unpatented Claim--rights controlled
EC-24	605677	NV101821711	9/12/2019	Unpatented Claim--rights controlled
EC-25	605678	NV101821712	9/12/2019	Unpatented Claim--rights controlled
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EC-27	605680	NV101821714	9/12/2019	Unpatented Claim--rights controlled
EC-28	605681	NV101821715	9/12/2019	Unpatented Claim--rights controlled
EC-29	605682	NV101821716	9/12/2019	Unpatented Claim--rights controlled
EC-30	605683	NV101821717	9/12/2019	Unpatented Claim--rights controlled
EC-31	605684	NV101821718	9/12/2019	Unpatented Claim--rights controlled
EC-32	605685	NV101821719	9/12/2019	Unpatented Claim--rights controlled
EC-33	605686	NV101821720	9/12/2019	Unpatented Claim--rights controlled
EC-34	605687	NV101821721	9/12/2019	Unpatented Claim--rights controlled
EC-35	605688	NV101821722	9/12/2019	Unpatented Claim--rights controlled
EC-36	605689	NV101821723	9/12/2019	Unpatented Claim--rights controlled
EC-37	605690	NV101821724	9/12/2019	Unpatented Claim--rights controlled
EC-38	605691	NV101821725	9/12/2019	Unpatented Claim--rights controlled
EC-39	605692	NV101821726	9/12/2019	Unpatented Claim--rights controlled
EC-40	605693	NV101821727	9/12/2019	Unpatented Claim--rights controlled
EC-41	605694	NV101822873	9/12/2019	Unpatented Claim--rights controlled
EC-42	605695	NV101822874	9/12/2019	Unpatented Claim--rights controlled

EC-43	605696	NV101822875	9/12/2019	Unpatented Claim--rights controlled
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EC-655	616977	NV101568626	6/19/2020	Unpatented Claim--rights controlled
EC-656	616978	NV101568627	6/19/2020	Unpatented Claim--rights controlled
EC-657	616979	NV101568628	6/19/2020	Unpatented Claim--rights controlled
EC-658	616980	NV101568629	6/19/2020	Unpatented Claim--rights controlled
EC-659	616981	NV101568630	6/19/2020	Unpatented Claim--rights controlled
EC-660	616982	NV101568631	6/19/2020	Unpatented Claim--rights controlled
EC-722	616983	NV101568632	6/19/2020	Unpatented Claim--rights controlled
EC-723	616984	NV101568633	6/19/2020	Unpatented Claim--rights controlled
EC-725	616985	NV101568634	6/19/2020	Unpatented Claim--rights controlled
EC-727	616986	NV101568635	6/19/2020	Unpatented Claim--rights controlled
EC-731	616987	NV101568636	6/19/2020	Unpatented Claim--rights controlled
EC-732	616988	NV101568637	6/19/2020	Unpatented Claim--rights controlled
EC-733	616989	NV101568638	6/19/2020	Unpatented Claim--rights controlled
EC-734	616990	NV101568639	6/19/2020	Unpatented Claim--rights controlled
EC-840	616991	NV101569962	6/19/2020	Unpatented Claim--rights controlled
EC-841	616992	NV101569963	6/19/2020	Unpatented Claim--rights controlled
EC-842	616993	NV101569964	6/19/2020	Unpatented Claim--rights controlled
BI-1	616953	NV101568596	5/7/2020	Unpatented Claim--rights controlled
BI-2	616954	NV101569920	5/7/2020	Unpatented Claim--rights controlled
BI-3	616955	NV101569921	5/7/2020	Unpatented Claim--rights controlled
BI-4	616956	NV101569922	5/7/2020	Unpatented Claim--rights controlled
BI-5	616957	NV101569923	5/7/2020	Unpatented Claim--rights controlled

BI-6	616958	NV101569924	5/7/2020	Unpatented Claim--rights controlled
BI-7	616959	NV101569925	5/7/2020	Unpatented Claim--rights controlled
BI-8	616960	NV101569926	5/7/2020	Unpatented Claim--rights controlled
BI-9	616961	NV101569927	5/7/2020	Unpatented Claim--rights controlled
BI-10	616962	NV101569928	5/7/2020	Unpatented Claim--rights controlled
BI-11	616963	NV101569929	5/7/2020	Unpatented Claim--rights controlled
BI-12	616964	NV101569930	5/7/2020	Unpatented Claim--rights controlled
BI-13	616965	NV101569931	5/7/2020	Unpatented Claim--rights controlled
BI-45	616966	NV101569932	5/7/2020	Unpatented Claim--rights controlled
BI-46	616967	NV101569933	5/7/2020	Unpatented Claim--rights controlled
BI-47	616968	NV101569934	5/7/2020	Unpatented Claim--rights controlled
BI-48	616969	NV101569935	5/7/2020	Unpatented Claim--rights controlled
BI-49	616970	NV101569936	5/7/2020	Unpatented Claim--rights controlled
BI-51	616971	NV101569937	5/7/2020	Unpatented Claim--rights controlled
HGC 1	606984	NV101822664	9/27/2019	Unpatented Claim--rights controlled
HGC 2	606985	NV101822665	9/27/2019	Unpatented Claim--rights controlled
HGC 3	606986	NV101822666	9/27/2019	Unpatented Claim--rights controlled
HGC 4	606987	NV101822667	9/27/2019	Unpatented Claim--rights controlled
HGC 5	606988	NV101822668	9/27/2019	Unpatented Claim--rights controlled
HGC 6	606989	NV101822669	9/27/2019	Unpatented Claim--rights controlled
HGC 7	606990	NV101823842	9/27/2019	Unpatented Claim--rights controlled
HGC 8	606991	NV101823843	9/27/2019	Unpatented Claim--rights controlled
HGC 9	606992	NV101823844	9/27/2019	Unpatented Claim--rights controlled
HGC 10	606993	NV101823845	9/27/2019	Unpatented Claim--rights controlled

HGC 11	606994	NV101823846	9/27/2019	Unpatented Claim--rights controlled
HGC 12	606995	NV101823847	9/27/2019	Unpatented Claim--rights controlled
HGC 13	606996	NV101823848	9/27/2019	Unpatented Claim--rights controlled
HGC 14	606997	NV101823849	9/27/2019	Unpatented Claim--rights controlled
HGC 15	606998	NV101823850	9/27/2019	Unpatented Claim--rights controlled
HGC 16	606999	NV101823851	9/27/2019	Unpatented Claim--rights controlled
HGC 17	607000	NV101823852	9/27/2019	Unpatented Claim--rights controlled
HGC 18	607001	NV101823853	9/27/2019	Unpatented Claim--rights controlled
HGC 19	607002	NV101823854	9/27/2019	Unpatented Claim--rights controlled
HGC 20	607003	NV101823855	9/27/2019	Unpatented Claim--rights controlled
HGC 21	607004	NV101823856	9/27/2019	Unpatented Claim--rights controlled
HGC 22	607005	NV101823857	9/27/2019	Unpatented Claim--rights controlled
HGC 23	607006	NV101823858	9/27/2019	Unpatented Claim--rights controlled
HGC 24	607007	NV101823859	9/27/2019	Unpatented Claim--rights controlled
HGC 25	607008	NV101823860	9/27/2019	Unpatented Claim--rights controlled
HGC 26	607009	NV101823861	9/27/2019	Unpatented Claim--rights controlled
HGC 27	607010	NV101823862	9/27/2019	Unpatented Claim--rights controlled
HGC 28	607011	NV101825062	9/27/2019	Unpatented Claim--rights controlled
HGC 29	607012	NV101825063	9/27/2019	Unpatented Claim--rights controlled
HGC 30	607013	NV101825064	9/27/2019	Unpatented Claim--rights controlled
HGC 31	607014	NV101825065	9/27/2019	Unpatented Claim--rights controlled
HGC 32	607015	NV101825066	9/27/2019	Unpatented Claim--rights controlled
HGC 33	607016	NV101825067	9/27/2019	Unpatented Claim--rights controlled
HGC 34	607017	NV101825068	9/27/2019	Unpatented Claim--rights controlled

HGC 35	607018	NV101825069	9/27/2019	Unpatented Claim--rights controlled
HGC 36	607019	NV101825070	9/27/2019	Unpatented Claim--rights controlled
HGC 37	607020	NV101825071	9/24/2019	Unpatented Claim--rights controlled
HGC 38	607021	NV101825072	9/24/2019	Unpatented Claim--rights controlled
HGC 39	607022	NV101825073	9/24/2019	Unpatented Claim--rights controlled
HGC 40	607023	NV101825074	9/24/2019	Unpatented Claim--rights controlled
HGC 41	607024	NV101825075	9/24/2019	Unpatented Claim--rights controlled
HGC 42	607025	NV101825076	9/24/2019	Unpatented Claim--rights controlled
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HGC 75	607058	NV101827603	9/26/2019	Unpatented Claim--rights controlled
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HGC 106	607076	NV101577865	10/20/2019	Unpatented Claim--rights controlled

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HGC 340	604938	NV101646191	8/24/2019	Unpatented Claim--rights controlled
HGC 341	604939	NV101646192	8/24/2019	Unpatented Claim--rights controlled
HGC 342	604940	NV101646193	8/24/2019	Unpatented Claim--rights controlled
HGC 343	604941	NV101646194	8/24/2019	Unpatented Claim--rights controlled
HGC 344	604942	NV101646195	8/24/2019	Unpatented Claim--rights controlled
HGC 345	604943	NV101646196	8/24/2019	Unpatented Claim--rights controlled
HGC 346	604944	NV101646197	8/24/2019	Unpatented Claim--rights controlled
HGC 347	604945	NV101646198	8/24/2019	Unpatented Claim--rights controlled
HGC 348	604946	NV101646199	8/24/2019	Unpatented Claim--rights controlled
HGC 349	604947	NV101646200	8/24/2019	Unpatented Claim--rights controlled
HGC 350	604948	NV101646395	8/24/2019	Unpatented Claim--rights controlled

HGC 351	604949	NV101646396	8/24/2019	Unpatented Claim--rights controlled
HGC 352	604950	NV101646397	8/24/2019	Unpatented Claim--rights controlled
HGC 353	604951	NV101646398	8/24/2019	Unpatented Claim--rights controlled
HGC 354	604952	NV101646399	8/24/2019	Unpatented Claim--rights controlled
HGC 355	604953	NV101646400	8/24/2019	Unpatented Claim--rights controlled
HGC 356	604954	NV101647580	8/24/2019	Unpatented Claim--rights controlled
HGC 357	604955	NV101647581	8/24/2019	Unpatented Claim--rights controlled
HGC 358	604956	NV101647582	8/24/2019	Unpatented Claim--rights controlled
HGC 359	604957	NV101647583	8/24/2019	Unpatented Claim--rights controlled
HGC 360	604958	NV101647584	8/24/2019	Unpatented Claim--rights controlled
HGC 361	604959	NV101647585	8/24/2019	Unpatented Claim--rights controlled
HGC 362	604960	NV101647586	8/24/2019	Unpatented Claim--rights controlled
HGC 363	604961	NV101647587	8/24/2019	Unpatented Claim--rights controlled
HGC 364	604962	NV101647588	8/24/2019	Unpatented Claim--rights controlled
HGC 365	604963	NV101647589	8/24/2019	Unpatented Claim--rights controlled
HGC 366	604964	NV101647590	8/24/2019	Unpatented Claim--rights controlled
HGC 367	604965	NV101647591	8/24/2019	Unpatented Claim--rights controlled
HGC 368	604966	NV101647592	8/24/2019	Unpatented Claim--rights controlled
HGC 369	604967	NV101647593	8/24/2019	Unpatented Claim--rights controlled
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HGC 372	607208	NV101575507	9/11/2019	Unpatented Claim--rights controlled
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HGC 377	607213	NV101580267	9/11/2019	Unpatented Claim--rights controlled
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HGC 383	607219	NV101580273	10/18/2019	Unpatented Claim--rights controlled
HGC 384	607220	NV101580274	10/18/2019	Unpatented Claim--rights controlled
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HGC 386	607222	NV101580276	10/18/2019	Unpatented Claim--rights controlled
HGC 387	607223	NV101580277	10/18/2019	Unpatented Claim--rights controlled
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HGC 396	607232	NV101821531	10/18/2019	Unpatented Claim--rights controlled
HGC 397	607233	NV101821532	10/18/2019	Unpatented Claim--rights controlled
HGC 398	607234	NV101821533	10/18/2019	Unpatented Claim--rights controlled

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HGC 401	607237	NV101821536	10/18/2019	Unpatented Claim--rights controlled
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HGC 405	607241	NV101821540	10/7/2019	Unpatented Claim--rights controlled
HGC 406	607242	NV101821541	10/2/2019	Unpatented Claim--rights controlled
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HGC 408	607244	NV101822726	10/2/2019	Unpatented Claim--rights controlled
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HGC 410	607246	NV101822728	10/2/2019	Unpatented Claim--rights controlled
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HGC 413	607249	NV101822731	10/7/2019	Unpatented Claim--rights controlled
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HGC 422	604972	NV101647598	8/18/2019	Unpatented Claim--rights controlled

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HGC 425	604975	NV101648780	8/18/2019	Unpatented Claim--rights controlled
HGC 426	604976	NV101648781	8/18/2019	Unpatented Claim--rights controlled
HGC 427	604977	NV101648782	8/18/2019	Unpatented Claim--rights controlled
HGC 428	604978	NV101648783	8/18/2019	Unpatented Claim--rights controlled
HGC 429	604979	NV101648784	8/18/2019	Unpatented Claim--rights controlled
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HGC 478	607262	NV101826393	10/18/2019	Unpatented Claim--rights controlled
HGC 479	607263	NV101826394	10/18/2019	Unpatented Claim--rights controlled
HGC 480	607264	NV101826395	10/18/2019	Unpatented Claim--rights controlled
HGC 481	607265	NV101826396	10/18/2019	Unpatented Claim--rights controlled
HGC 482	607266	NV101826397	10/18/2019	Unpatented Claim--rights controlled
HGC 483	607267	NV101826398	10/18/2019	Unpatented Claim--rights controlled
HGC 484	607268	NV101826399	10/18/2019	Unpatented Claim--rights controlled
HGC 485	607269	NV101828930	10/18/2019	Unpatented Claim--rights controlled
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HGC 488	607272	NV101828933	10/18/2019	Unpatented Claim--rights controlled
HGC 489	607273	NV101828934	10/18/2019	Unpatented Claim--rights controlled
HGC 490	607274	NV101828935	10/18/2019	Unpatented Claim--rights controlled
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HGC 499	605023	NV101781786	8/27/2019	Unpatented Claim--rights controlled
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HGC 501	605025	NV101781788	8/18/2019	Unpatented Claim--rights controlled
HGC 502	607282	NV101830183	9/13/2019	Unpatented Claim--rights controlled
HGC 503	605026	NV101781789	8/18/2019	Unpatented Claim--rights controlled
HGC 504	607283	NV101830184	9/13/2019	Unpatented Claim--rights controlled
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HGC 506	605028	NV101781791	8/18/2019	Unpatented Claim--rights controlled
HGC 507	605029	NV101781792	8/18/2019	Unpatented Claim--rights controlled
HGC 508	605030	NV101781793	8/18/2019	Unpatented Claim--rights controlled
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HGC 516	605038	NV101782987	8/19/2019	Unpatented Claim--rights controlled
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HGC 518	605040	NV101782989	8/17/2019	Unpatented Claim--rights controlled

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HGC 542	607293	NV101572128	10/18/2019	Unpatented Claim--rights controlled

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HGC 559	605068	NV101784389	8/19/2019	Unpatented Claim--rights controlled
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HGC 562	605071	NV101784392	8/19/2019	Unpatented Claim--rights controlled
HGC 563	605072	NV101784393	8/19/2019	Unpatented Claim--rights controlled
HGC 564	605073	NV101784394	8/19/2019	Unpatented Claim--rights controlled
HGC 565	605074	NV101784395	8/19/2019	Unpatented Claim--rights controlled
HGC 566	605075	NV101784396	8/19/2019	Unpatented Claim--rights controlled

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HGC 568	605077	NV101784398	8/19/2019	Unpatented Claim--rights controlled
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HGC 589	605098	NV101786798	8/20/2019	Unpatented Claim--rights controlled
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HGC 592	605101	NV101787980	8/20/2019	Unpatented Claim--rights controlled
HGC 593	605102	NV101787981	8/20/2019	Unpatented Claim--rights controlled
HGC 594	605103	NV101787982	8/20/2019	Unpatented Claim--rights controlled
HGC 595	605104	NV101787983	8/20/2019	Unpatented Claim--rights controlled
HGC 596	605105	NV101787984	8/20/2019	Unpatented Claim--rights controlled
HGC 597	605106	NV101787985	8/20/2019	Unpatented Claim--rights controlled
HGC 598	605107	NV101787986	8/20/2019	Unpatented Claim--rights controlled
HGC 599	605108	NV101787987	8/20/2019	Unpatented Claim--rights controlled
HGC 600	605109	NV101787988	8/20/2019	Unpatented Claim--rights controlled
HGC 601	605110	NV101787989	8/20/2019	Unpatented Claim--rights controlled
HGC 602	605111	NV101787990	8/20/2019	Unpatented Claim--rights controlled
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HGC 604	605113	NV101787992	8/22/2019	Unpatented Claim--rights controlled
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HGC 614	605123	NV101785581	8/22/2019	Unpatented Claim--rights controlled

HGC 615	605124	NV101785582	8/22/2019	Unpatented Claim--rights controlled
HGC 616	605125	NV101785583	8/22/2019	Unpatented Claim--rights controlled
HGC 617	605126	NV101785584	8/22/2019	Unpatented Claim--rights controlled
HGC 618	605127	NV101785585	8/22/2019	Unpatented Claim--rights controlled
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HGC 903	605397	NV101824768	8/27/2019	Unpatented Claim--rights controlled
HGC 904	605398	NV101824769	8/27/2019	Unpatented Claim--rights controlled
HGC 905	605399	NV101824770	8/27/2019	Unpatented Claim--rights controlled
HGC 906	605400	NV101824771	8/27/2019	Unpatented Claim--rights controlled
HGC 907	605401	NV101824772	8/24/2019	Unpatented Claim--rights controlled
HGC 908	605402	NV101824773	8/25/2019	Unpatented Claim--rights controlled
HGC 909	605403	NV101824774	8/25/2019	Unpatented Claim--rights controlled
HGC 910	605404	NV101824775	8/27/2019	Unpatented Claim--rights controlled
HGC 911	605405	NV101824776	8/27/2019	Unpatented Claim--rights controlled
HGC 912	605406	NV101824777	8/27/2019	Unpatented Claim--rights controlled
HGC 913	605407	NV101824778	8/27/2019	Unpatented Claim--rights controlled
HGC 914	605408	NV101824779	8/27/2019	Unpatented Claim--rights controlled
HGC 915	605409	NV101826096	8/25/2019	Unpatented Claim--rights controlled
HGC 916	605410	NV101826097	8/25/2019	Unpatented Claim--rights controlled
HGC 917	605411	NV101826098	8/25/2019	Unpatented Claim--rights controlled
HGC 918	605412	NV101826099	8/25/2019	Unpatented Claim--rights controlled
HGC 919	605413	NV101826100	8/25/2019	Unpatented Claim--rights controlled
HGC 920	605414	NV101826101	8/25/2019	Unpatented Claim--rights controlled
HGC 921	605415	NV101826102	8/25/2019	Unpatented Claim--rights controlled
HGC 922	605416	NV101826103	8/25/2019	Unpatented Claim--rights controlled
HGC 923	605417	NV101826104	8/25/2019	Unpatented Claim--rights controlled
HGC 924	605418	NV101826105	8/25/2019	Unpatented Claim--rights controlled
HGC 925	605419	NV101826106	8/25/2019	Unpatented Claim--rights controlled
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HGC 927	605421	NV101826108	8/25/2019	Unpatented Claim--rights controlled
HGC 928	605422	NV101826109	8/25/2019	Unpatented Claim--rights controlled
HGC 929	605423	NV101826110	8/25/2019	Unpatented Claim--rights controlled
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HGC 931	605425	NV101826112	8/25/2019	Unpatented Claim--rights controlled
HGC 932	605426	NV101826113	8/25/2019	Unpatented Claim--rights controlled
HGC 933	605427	NV101826114	8/25/2019	Unpatented Claim--rights controlled
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HGC 935	605429	NV101826116	8/25/2019	Unpatented Claim--rights controlled
HGC 936	605430	NV101827303	8/25/2019	Unpatented Claim--rights controlled
HGC 937	605431	NV101827304	8/25/2019	Unpatented Claim--rights controlled
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HGC 939	605433	NV101827306	8/25/2019	Unpatented Claim--rights controlled
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HGC 941	605435	NV101827308	8/25/2019	Unpatented Claim--rights controlled
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HGC 943	605437	NV101827310	8/25/2019	Unpatented Claim--rights controlled
HGC 944	605438	NV101827311	8/25/2019	Unpatented Claim--rights controlled
HGC 945	605439	NV101827312	8/25/2019	Unpatented Claim--rights controlled
HGC 946	605440	NV101827313	8/25/2019	Unpatented Claim--rights controlled
HGC 947	605441	NV101827314	8/25/2019	Unpatented Claim--rights controlled
HGC 948	605442	NV101827315	8/25/2019	Unpatented Claim--rights controlled
HGC 949	605443	NV101827316	8/25/2019	Unpatented Claim--rights controlled
HGC 950	605444	NV101827317	8/25/2019	Unpatented Claim--rights controlled

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HGC 952	605446	NV101827319	8/25/2019	Unpatented Claim--rights controlled
HGC 953	605447	NV101827320	8/25/2019	Unpatented Claim--rights controlled
HGC 954	605448	NV101827321	8/25/2019	Unpatented Claim--rights controlled
HGC 955	605449	NV101827322	8/25/2019	Unpatented Claim--rights controlled
HGC 956	605450	NV101827323	8/25/2019	Unpatented Claim--rights controlled
HGC 957	605451	NV101828696	8/25/2019	Unpatented Claim--rights controlled
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HGC 961	605455	NV101828700	8/25/2019	Unpatented Claim--rights controlled
HGC 962	605456	NV101828701	8/25/2019	Unpatented Claim--rights controlled
HGC 963	605457	NV101828702	8/25/2019	Unpatented Claim--rights controlled
HGC 964	605458	NV101828703	8/25/2019	Unpatented Claim--rights controlled
HGC 965	605459	NV101828704	8/25/2019	Unpatented Claim--rights controlled
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HGC 967	607312	NV101573298	9/19/2019	Unpatented Claim--rights controlled
HGC 968	607313	NV101573299	9/19/2019	Unpatented Claim--rights controlled
HGC 969	607314	NV101573300	9/26/2019	Unpatented Claim--rights controlled
HGC 970	607315	NV101573301	9/24/2019	Unpatented Claim--rights controlled
HGC 971	607316	NV101573302	10/2/2019	Unpatented Claim--rights controlled
HGC 972	607317	NV101573303	9/24/2019	Unpatented Claim--rights controlled
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HGC 975	607320	NV101574444	9/27/2019	Unpatented Claim--rights controlled
HGC 977	626552	NV102155172	10/13/2020	Unpatented Claim--rights controlled
HGC 978	626553	NV102155365	10/13/2020	Unpatented Claim--rights controlled
HGC 979	626554	NV102155366	10/13/2020	Unpatented Claim--rights controlled
HGC 980	626555	NV102155367	10/13/2020	Unpatented Claim--rights controlled
HGC 981	626556	NV102155368	10/13/2020	Unpatented Claim--rights controlled
HGC 982	626557	NV102155369	10/13/2020	Unpatented Claim--rights controlled
HGC 983	626558	NV102155370	10/13/2020	Unpatented Claim--rights controlled
HGC 984	626559	NV102155371	10/13/2020	Unpatented Claim--rights controlled
HGC 985	626560	NV102155372	10/13/2020	Unpatented Claim--rights controlled
HGC 986	626561	NV102155373	10/13/2020	Unpatented Claim--rights controlled
HGC 987	626562	NV102155374	10/13/2020	Unpatented Claim--rights controlled
HGC 988	626563	NV102155375	10/13/2020	Unpatented Claim--rights controlled
HGC 989	626564	NV102155376	10/13/2020	Unpatented Claim--rights controlled
HGC 990	626565	NV102155377	10/13/2020	Unpatented Claim--rights controlled
HGC 991	626566	NV102155580	10/13/2020	Unpatented Claim--rights controlled
HGC 992	626567	NV102155581	10/13/2020	Unpatented Claim--rights controlled
HGC 993	626568	NV102155582	10/13/2020	Unpatented Claim--rights controlled
HGC 994	626569	NV102155583	10/13/2020	Unpatented Claim--rights controlled
HGC 995	626570	NV102155584	10/13/2020	Unpatented Claim--rights controlled
HGC 996	626571	NV102155585	10/13/2020	Unpatented Claim--rights controlled
HGC 997	626572	NV102155586	10/13/2020	Unpatented Claim--rights controlled
HGC 998	626573	NV102155587	10/13/2020	Unpatented Claim--rights controlled
HGC 999	626574	NV102155588	10/15/2020	Unpatented Claim--rights controlled

HGC 1000	626575	NV102155589	10/14/2020	Unpatented Claim--rights controlled
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HGC 1003	626578	NV102155592	10/13/2020	Unpatented Claim--rights controlled
HGC 1004	626579	NV102155593	10/13/2020	Unpatented Claim--rights controlled
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HGC 1006	626581	NV102155595	10/13/2020	Unpatented Claim--rights controlled
HGC 1007	626582	NV102155596	10/13/2020	Unpatented Claim--rights controlled
HGC 1008	626583	NV102155597	10/13/2020	Unpatented Claim--rights controlled
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HGC 1013	626588	NV102155762	10/13/2020	Unpatented Claim--rights controlled
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HGC 1018	626593	NV102155767	10/13/2020	Unpatented Claim--rights controlled
HGC 1019	626594	NV102155768	10/13/2020	Unpatented Claim--rights controlled
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HGC 1021	626596	NV102155770	10/13/2020	Unpatented Claim--rights controlled
HGC 1022	626597	NV102155771	10/13/2020	Unpatented Claim--rights controlled
HGC 1023	626598	NV102155772	10/14/2020	Unpatented Claim--rights controlled

HGC 1024	626599	NV102155773	10/14/2020	Unpatented Claim--rights controlled
HGC 1025	626600	NV102155774	10/14/2020	Unpatented Claim--rights controlled
HGC 1026	626601	NV102155775	10/14/2020	Unpatented Claim--rights controlled
HGC 1027	626602	NV102155776	10/14/2020	Unpatented Claim--rights controlled
HGC 1028	626603	NV102155777	10/14/2020	Unpatented Claim--rights controlled
HGC 1029	626604	NV102155778	10/15/2020	Unpatented Claim--rights controlled
HGC 1030	626605	NV102155779	10/15/2020	Unpatented Claim--rights controlled
HGC 1031	626606	NV102155780	10/15/2020	Unpatented Claim--rights controlled
HGC 1032	626607	NV102155781	10/15/2020	Unpatented Claim--rights controlled
HGC 1033	626608	NV102155782	10/15/2020	Unpatented Claim--rights controlled
HGC 1034	626609	NV102155783	10/15/2020	Unpatented Claim--rights controlled
HGC 1035	626610	NV102155784	10/15/2020	Unpatented Claim--rights controlled
HGC 1036	626611	NV102155785	10/15/2020	Unpatented Claim--rights controlled
HGC 1037	626612	NV102155786	10/15/2020	Unpatented Claim--rights controlled

SCHEDULE B

MINQUEST CLAIMS

Claim Name	Document Number	Serial Number	Date Acquired	Claim Type
APOLLO 13	505782	NV10133 7540	1/26/2013	Leased/Optioned unpatented claims From 3rd party
APOLLO 15	505783	NV10133 7541	1/26/2013	Leased/Optioned unpatented claims From 3rd party
APOLLO 27	505784	NV10133 7542	1/26/2013	Leased/Optioned unpatented claims From 3rd party
APOLLO 28	505785	NV10133 7543	1/26/2013	Leased/Optioned unpatented claims From 3rd party
APOLLO 29	505786	NV10133 7544	1/26/2013	Leased/Optioned unpatented claims From 3rd party
APOLLO 30	505787	NV10133 7545	1/26/2013	Leased/Optioned unpatented claims From 3rd party
APOLLO 32	505788	NV10133 7546	1/26/2013	Leased/Optioned unpatented claims From 3rd party
HERCULES 100	505801	NV10133 8185	1/20/2013	Leased/Optioned unpatented claims From 3rd party
HERCULES 9	505789	NV10133 8186	1/26/2013	Leased/Optioned unpatented claims From 3rd party
HERCULES 10	505790	NV10133 8187	1/26/2013	Leased/Optioned unpatented claims From 3rd party
HERCULES 17	505794	NV10133 8188	1/26/2013	Leased/Optioned unpatented claims From 3rd party
HERCULES 22	505798	NV10133 8189	1/26/2013	Leased/Optioned unpatented claims From 3rd party
HERCULES 111	505802	NV10133 8190	1/26/2013	Leased/Optioned unpatented claims From 3rd party
HERCULES 112	505803	NV10133 8191	1/26/2013	Leased/Optioned unpatented claims From 3rd party
HERCULES 11	505791	NV10133 8192	2/3/2013	Leased/Optioned unpatented claims From 3rd party
HERCULES 15	505792	NV10133 8193	2/3/2013	Leased/Optioned unpatented claims From 3rd party
HERCULES 16	505793	NV10133 8194	2/3/2013	Leased/Optioned unpatented claims From 3rd party
HERCULES 18	505795	NV10133 8195	2/3/2013	Leased/Optioned unpatented claims From 3rd party
HERCULES 20	505796	NV10133 8196	2/3/2013	Leased/Optioned unpatented claims From 3rd party
HERCULES 21	505797	NV10133 8197	2/3/2013	Leased/Optioned unpatented claims From 3rd party
HERCULES 23	505799	NV10133 8198	2/3/2013	Leased/Optioned unpatented claims From 3rd party

HERCULES 24	505800	NV10133 8199	2/3/2013	Leased/Optioned unpatented claims From 3rd party
HERCULES 113	505804	NV10133 8200	2/17/2013	Leased/Optioned unpatented claims From 3rd party
HERCULES 114	505805	NV10133 8352	2/17/2013	Leased/Optioned unpatented claims From 3rd party
HERCULES 115	505806	NV10133 8353	2/17/2013	Leased/Optioned unpatented claims From 3rd party
HERCULES 116	505807	NV10133 8354	2/17/2013	Leased/Optioned unpatented claims From 3rd party
HERCULES 117	505808	NV10133 8355	2/17/2013	Leased/Optioned unpatented claims From 3rd party
HERCULES 118	505809	NV10133 8356	2/17/2013	Leased/Optioned unpatented claims From 3rd party
HERCULES 55	284881	NV10140 9596	9/28/2002	Leased/Optioned unpatented claims From 3rd party
SAMPSON # 2	38025	NV10145 4143	8/1/1967	Leased/Optioned unpatented claims From 3rd party
APOLLO 1	284854	NV10147 5390	9/28/2002	Leased/Optioned unpatented claims From 3rd party
APOLLO 3	284855	NV10147 5391	9/28/2002	Leased/Optioned unpatented claims From 3rd party
APOLLO 5	284856	NV10147 5392	9/28/2002	Leased/Optioned unpatented claims From 3rd party
APOLLO 9	284857	NV10147 5393	9/28/2002	Leased/Optioned unpatented claims From 3rd party
APOLLO 11	284858	NV10147 5394	9/28/2002	Leased/Optioned unpatented claims From 3rd party
APOLLO 18	284859	NV10147 5395	9/28/2002	Leased/Optioned unpatented claims From 3rd party
APOLLO 20	284860	NV10147 6247	9/28/2002	Leased/Optioned unpatented claims From 3rd party
APOLLO 22	284861	NV10147 6248	9/28/2002	Leased/Optioned unpatented claims From 3rd party
APOLLO 23	284862	NV10147 6249	9/28/2002	Leased/Optioned unpatented claims From 3rd party
APOLLO 25	284863	NV10147 6250	9/28/2002	Leased/Optioned unpatented claims From 3rd party
HERCULES 1	284864	NV10147 6251	9/28/2002	Leased/Optioned unpatented claims From 3rd party
HERCULES 4	284865	NV10147 6252	9/28/2002	Leased/Optioned unpatented claims From 3rd party
HERCULES 5	284866	NV10147 6253	9/28/2002	Leased/Optioned unpatented claims From 3rd party
HERCULES 6	284867	NV10147 6254	9/28/2002	Leased/Optioned unpatented claims From 3rd party
HERCULES 7	284868	NV10147 6255	9/28/2002	Leased/Optioned unpatented claims From 3rd party

HERCULES 8	284869	NV10147 6256	9/28/2002	Leased/Optioned unpatented claims From 3rd party
HERCULES 12	284870	NV10147 6257	9/28/2002	Leased/Optioned unpatented claims From 3rd party
HERCULES 13	284871	NV10147 6258	9/28/2002	Leased/Optioned unpatented claims From 3rd party
HERCULES 14	284872	NV10147 6259	9/28/2002	Leased/Optioned unpatented claims From 3rd party
HERCULES 19	284873	NV10147 6260	9/28/2002	Leased/Optioned unpatented claims From 3rd party
HERCULES 44	284874	NV10147 6261	9/28/2002	Leased/Optioned unpatented claims From 3rd party
HERCULES 45	284875	NV10147 6262	9/28/2002	Leased/Optioned unpatented claims From 3rd party
HERCULES 46	284876	NV10147 6263	9/28/2002	Leased/Optioned unpatented claims From 3rd party
HERCULES 47	284877	NV10147 6264	9/28/2002	Leased/Optioned unpatented claims From 3rd party
HERCULES 50	284878	NV10147 6265	9/28/2002	Leased/Optioned unpatented claims From 3rd party
HERCULES 51	284879	NV10147 6266	9/28/2002	Leased/Optioned unpatented claims From 3rd party
HERCULES 54	284880	NV10147 6267	9/28/2002	Leased/Optioned unpatented claims From 3rd party
SAMPSON # 1	38025	NV10149 8861	8/1/1967	Leased/Optioned unpatented claims From 3rd party
APOLLO 24	233922	NV10152 3261	5/4/2005	Leased/Optioned unpatented claims From 3rd party
APOLLO 7	358177	NV10152 3262	5/4/2005	Leased/Optioned unpatented claims From 3rd party
APOLLO 16	385178	NV10152 3263	5/4/2005	Leased/Optioned unpatented claims From 3rd party
APOLLO 17	233919	NV10152 3264	5/4/2005	Leased/Optioned unpatented claims From 3rd party
APOLLO 19	233920	NV10152 3265	5/4/2005	Leased/Optioned unpatented claims From 3rd party
APOLLO 21	233921	NV10152 3266	5/4/2005	Leased/Optioned unpatented claims From 3rd party
HERCULES #2	233902	NV10164 2042	3/10/1999	Leased/Optioned unpatented claims From 3rd party
HERCULES #3	233903	NV10164 2043	3/10/1999	Leased/Optioned unpatented claims From 3rd party
HERCULES #48	233908	NV10164 3222	3/10/1999	Leased/Optioned unpatented claims From 3rd party
HERCULES #49	436049	NV10164 3223	3/10/1999	Leased/Optioned unpatented claims From 3rd party
HERCULES #52	233911	NV10164 3224	3/10/1999	Leased/Optioned unpatented claims From 3rd party

HERCULES #53	233912	NV10164 3225	3/10/1999	Leased/Optioned unpatented claims From 3rd party
APOLLO 57	472206	NV10167 2728	11/23/2010	Leased/Optioned unpatented claims From 3rd party
APOLLO 58	472207	NV10167 3654	11/23/2010	Leased/Optioned unpatented claims From 3rd party
APOLLO 59	472208	NV10167 3655	11/23/2010	Leased/Optioned unpatented claims From 3rd party
APOLLO 60	472209	NV10167 3656	11/24/2010	Leased/Optioned unpatented claims From 3rd party
APOLLO 61	472210	NV10167 3657	11/24/2010	Leased/Optioned unpatented claims From 3rd party
APOLLO 62	472211	NV10167 3658	11/24/2010	Leased/Optioned unpatented claims From 3rd party
APOLLO 63	472212	NV10167 3659	11/24/2010	Leased/Optioned unpatented claims From 3rd party
APOLLO 64	472213	NV10167 3660	11/24/2010	Leased/Optioned unpatented claims From 3rd party
APOLLO 65	472214	NV10167 3661	11/23/2010	Leased/Optioned unpatented claims From 3rd party
APOLLO 66	472215	NV10167 3662	11/23/2010	Leased/Optioned unpatented claims From 3rd party
APOLLO 67	472216	NV10167 3663	11/23/2010	Leased/Optioned unpatented claims From 3rd party
APOLLO 68	472217	NV10167 3664	11/23/2010	Leased/Optioned unpatented claims From 3rd party
APOLLO 69	472218	NV10167 3665	11/29/2010	Leased/Optioned unpatented claims From 3rd party
APOLLO 70	472219	NV10167 3666	11/29/2010	Leased/Optioned unpatented claims From 3rd party
APOLLO 71	472220	NV10167 3667	11/29/2010	Leased/Optioned unpatented claims From 3rd party
APOLLO 72	472221	NV10167 3668	11/29/2010	Leased/Optioned unpatented claims From 3rd party
APOLLO 73	472222	NV10167 3669	11/29/2010	Leased/Optioned unpatented claims From 3rd party
APOLLO 74	472223	NV10167 3670	11/29/2010	Leased/Optioned unpatented claims From 3rd party
HERCULES 56	472224	NV10167 3671	11/30/2010	Leased/Optioned unpatented claims From 3rd party
HERCULES 101	472225	NV10167 3672	11/30/2010	Leased/Optioned unpatented claims From 3rd party
HERCULES 102	472226	NV10167 3673	11/30/2010	Leased/Optioned unpatented claims From 3rd party
HERCULES 103	472227	NV10167 3674	11/30/2010	Leased/Optioned unpatented claims From 3rd party
HERCULES 104	472228	NV10167 4654	11/29/2010	Leased/Optioned unpatented claims From 3rd party

HERCULES 105	472229	NV10167 4655	11/29/201 0	Leased/Optioned unpatented claims From 3rd party
HERCULES 106	472230	NV10167 4656	11/29/201 0	Leased/Optioned unpatented claims From 3rd party
HERCULES 107	472231	NV10167 4657	11/29/201 0	Leased/Optioned unpatented claims From 3rd party
HERCULES 108	472232	NV10167 4658	11/29/201 0	Leased/Optioned unpatented claims From 3rd party
HERCULES 109	472233	NV10167 4659	11/26/201 0	Leased/Optioned unpatented claims From 3rd party
HERCULES 110	472234	NV10167 4660	11/26/201 0	Leased/Optioned unpatented claims From 3rd party
APOLLO 4	436034	NV10174 8261	9/24/2008	Leased/Optioned unpatented claims From 3rd party
APOLLO 6	436035	NV10174 8262	9/24/2008	Leased/Optioned unpatented claims From 3rd party
APOLLO 8	436036	NV10174 8263	9/24/2008	Leased/Optioned unpatented claims From 3rd party
APOLLO 10	436037	NV10174 8264	9/24/2008	Leased/Optioned unpatented claims From 3rd party
APOLLO 12	436038	NV10174 8841	9/24/2008	Leased/Optioned unpatented claims From 3rd party
APOLLO 50	436039	NV10174 8842	9/24/2008	Leased/Optioned unpatented claims From 3rd party
APOLLO 51	436040	NV10174 8843	9/24/2008	Leased/Optioned unpatented claims From 3rd party
APOLLO 52	436041	NV10174 8844	9/24/2008	Leased/Optioned unpatented claims From 3rd party
APOLLO 53	436042	NV10174 8845	9/24/2008	Leased/Optioned unpatented claims From 3rd party
APOLLO 54	436043	NV10174 8846	9/24/2008	Leased/Optioned unpatented claims From 3rd party
APOLLO 55	436044	NV10174 8847	9/24/2008	Leased/Optioned unpatented claims From 3rd party
APOLLO 56	436045	NV10174 8848	9/24/2008	Leased/Optioned unpatented claims From 3rd party
APOLLO 23	436051	NV10174 8849	9/24/2008	Leased/Optioned unpatented claims From 3rd party
HERCULES 47	436050	NV10174 8850	9/24/2008	Leased/Optioned unpatented claims From 3rd party
HERCULES 51	436048	NV10174 8851	9/24/2008	Leased/Optioned unpatented claims From 3rd party
HERCULES 54	436047	NV10174 8852	9/24/2008	Leased/Optioned unpatented claims From 3rd party
HERCULES 55	436046	NV10174 8853	9/24/2008	Leased/Optioned unpatented claims From 3rd party

SCHEDULE C
HERCULES OPTION AGREEMENT

OPTION AGREEMENT

This Option Agreement dated as of August 9, 2019 (the “**Effective Date**”) is by and between Great Basin Resources, Inc., a Nevada corporation (“**Optionor**”), Iconic Minerals, Ltd., a British Columbia corporation (“**Iconic**”), and Hercules Gold USA, LLC, a Nevada limited liability company (“**Optionee**”), a wholly owned subsidiary of Eclipse Gold Mining Corporation a British Columbia corporation (“**Eclipse**”).

WHEREAS:

A. Optionor is the registered and beneficial owner of one hundred sixteen (116) unpatented mining claims (the “**Claims**”) situated in Lyon County, Nevada, and described in Exhibit A, the Claims, which are presently leased and optioned to Iconic, which lease and option will be assigned to and assumed by Optionee or terminated in accordance with its terms and the terms of this Agreement on the Closing Date as defined herein;

B. Iconic is beneficial owner of certain data referred to herein as the “**Existing Data**”;

C. Optionor and Iconic have agreed to the purchase by Optionee of Iconic’s interest in the Claims pursuant to the Lease and the Property Option Agreement subject to the terms and conditions of this Agreement.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, the parties hereby mutually covenant and agree as follows:

ARTICLE 1 DEFINITIONS, INTERPRETATION

1.1 Definitions

For the purposes of this Option Agreement, except as otherwise expressly provided herein, the following terms have the following meanings:

“**Affiliate**” means any person, partnership, limited liability company, joint venture, corporation or other form of enterprise which directly or indirectly controls, is controlled by, or is under common control with, a Party. For purposes of the preceding sentence, “control” means possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, contract, voting trust or otherwise;

“**Applicable Rate**” means the prime rate at the largest bank in the State of Nevada, as published by the Nevada Division of Financial Institutions;

“**Area of Interest**” has the meaning set forth in Section 11.1;

“**Bulk Testing**” means the collection and removal of a reasonable quantity of representative material from a zone on the Property for the sole purpose of assaying and testing the same to determine the quality, grade, continuity or mineability of a zone all in accordance with

standard mining industry practice, and not for the purpose of commercial production as defined below;

“**Business Day**” means a day which is not a Saturday, Sunday or a day observed as a statutory holiday in the State of Nevada;

“**Claims**” has the meaning set forth as recited above;

“**Closing Date**” means the date on which Optionee exercises the Option as set forth in this Option Agreement;

“**Effective Date**” means the effective date of this Option Agreement as recited above;

“**Encumbrance**” means any mortgage, deed of trust, security interest, pledge, charge, lien, right of first refusal, right of first offer, other preferential right, conditional sale or title retention agreement;

“**Environmental Laws**” means Laws aimed at reclamation or restoration of the Property; abatement of pollution; protection of the environment; protection of wildlife, including endangered species; ensuring public safety from environmental hazards; protection of cultural or historic resources; management, storage or control of hazardous materials and substances; releases or threatened release of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances as wastes into the environment, including ambient air, surface water and groundwater; and all other laws relating to the manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes;

“**Environmental Liabilities**” means any and all claims, actions, causes of action, damages, losses, liabilities, obligations, penalties, judgments, amounts paid in settlement, assessments, costs, disbursements, or expenses (including, attorneys’ fees and costs, experts’ fees and costs, and consultants’ fees and costs) of any kind or of any nature whatsoever that are asserted against either Party, by any person or entity other than the other Party, alleging liability (including, liability for studies, testing or investigatory costs, cleanup costs, response costs, removal costs, remediation costs, containment costs, restoration costs, corrective action costs, closure costs, reclamation costs, natural resource damages, property damages, business losses, personal injuries, penalties or fines) arising out of, based on or resulting from:

- (a) the presence, release, threatened release, discharge or emission into the environment of any hazardous materials or substances existing or arising on, beneath or above the Property and/or emanating or migrating and/or threatening to emanate or migrate from the Property to off-site Property;
- (b) physical disturbance of the environment; or
- (c) the violation or alleged violation of any Environmental Laws;

“**Existing Data**” means maps; geological, geochemical and geophysical reports and data; drill logs and other drilling data; core, pulps, reports, surveys, assays, analyses, production reports,

operations, technical, accounting and financial records, permits, licenses and other material information developed in operations on the Property before the Effective Date;

“Expenditures” means all direct expenses incurred on the Property together with any and all costs, fees, and expenses that may be paid to obtain engineering or other studies or reports on or with respect to the Property. For greater certainty Expenditures shall include without limitation the costs, fees and expenses of (i) conducting geological, geochemical, geophysical, and environmental diligence and exploration and obtaining necessary authorizations and permits; (ii) locating mining claims within the Area of Interest; and (iii) reasonable charges by the Optionee for services provided by geologists or others in the employment of the Optionee in evaluating the Property.

“Exploration” means all activities directed toward ascertaining the existence, location, quantity, quality or commercial value of deposits of Products, including the erection of Facilities;

“Facilities” means all mines and plants including, without limitation, all pits, shafts, haulage-ways and other underground workings, and all buildings, plants and other structures, fixtures and improvements, and all other property, whether fixed or moveable, as the same may exist at any time in or on the Property, or outside the Property if for the benefit of the Property;

“Governmental Authority” means any domestic or foreign national, regional, state, tribal, or local court, governmental department, commission, authority, central bank, board, bureau, agency, official, or other instrumentality exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of or pertaining to government;

“Governmental Fees” means all location fees, mining claim rental fees, mining claim maintenance payments, state permit and lease payments, recording or filing fees and other payments required by Law to be paid to any Governmental Authority to apply for, maintain, extend or renew any licenses, permits, unpatented mining claims, concessions, fee lands, mining leases, surface leases or other tenures included in the Property;

“Law” means all applicable federal, state, local, municipal, tribal and foreign laws (statutory or common), rules, ordinances, regulations, grants, concessions, franchises, licenses, orders, directives, judgments, decrees, and other governmental restrictions, including permits and other similar requirements, whether legislative, municipal, administrative or judicial in nature;

“Lease” means the Revised Minerals Lease and Agreement between MinQuest, Inc. and Willow Creek Enterprises, Inc. dated November 17, 2010, as amended from time to time, and as assigned by Willow Creek Enterprises, Inc. to Iconic by way of assignment dated October 4, 2013;

“Listing Date” means the date which is ten (10) days immediately following the date on which Eclipse Gold Mining Corporation’s shares become listed on a public stock exchange or stock quotation system, which the Optionee shall use reasonable efforts to achieve such share listing by March 1, 2020, and in no event later than April 1, 2020, unless otherwise agreed in writing by the Parties;

“Obligations” has the meaning set forth in Section 2.4;

“**Operations**” means the activities carried out by Optionee under this Option Agreement;

“**Option**” has the meaning set forth in Section 2.1;

“**Option Agreement**” means this Option Agreement, including all amendments and modifications thereof, and all schedules and exhibits, which are incorporated herein by this reference;

“**Optionee**” has the meaning set forth as recited above;

“**Optionor**” has the meaning set forth as recited above;

“**Party**” means each of Optionor, Optionee, Iconic and each of their respective successors and assigns;

“**Payments**” means, collectively, the cash and share consideration payments to the Optionor and Iconic as set forth in Sections 2.5 and 2.6;

“**Permits**” means any permits, licenses, authorizations, approvals and applications appurtenant or relating to the Property and held by Optionor and/or Iconic on the Effective Date;

“**Permitted Encumbrance**” means, with respect to the Property:

- (a) mechanic’s, materialmen’s or similar Encumbrances if payment of the secured obligation is not yet overdue or being contested in good faith by appropriate proceedings;
- (b) Encumbrances for Taxes, assessments, obligations under workers’ compensation or other social welfare legislation or other requirements, charges or levies of any Governmental Authority, in each case not yet overdue or being contested in good faith by appropriate proceedings;
- (c) easements, servitudes, rights-of-way and other rights, exceptions, reservations, conditions, limitations, covenants and other restrictions that will not materially interfere with, materially impair or materially impede operations on the Property or the value or use of the Property;
- (d) Encumbrances consisting of:
 - (i) rights reserved to or vested in any Governmental Authority to control or regulate the Property;
 - (ii) obligations or duties to any Governmental Authority with respect to any permits and the rights reserved or vested in any Governmental Authority to terminate any such permits or to condemn or expropriate any property; and
 - (iii) zoning or other land use or Environmental Laws of any Governmental Authority;

(e) the Royalty, as described in Section 4.1;

“**Person**” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity or a governmental entity (or any department, agency, or political subdivision thereof);

“**Precious Metals**” means gold, silver and platinum;

“**Products**” means Precious Metals and all other ores, minerals and mineral resources produced from, or sought to be produced from, the Property under this Option Agreement;

“**Property**” means the Claims, together with all Facilities and the Existing Data, all of which shall revert to Optionor in the event that the Option Exercise does not occur;

“**Property Option Agreement**” means the Property Option Agreement between MinQuest, Inc. and Willow Creek Enterprises, Inc. dated November 17, 2010, as amended from time to time, and as assigned by Willow Creek Enterprises, Inc. to Iconic by way of assignment dated September 20, 2011;

“**Royalty**” has the meaning set forth in Section 4.1;

“**Royalty Deed**” has the meaning set forth in Section 4.1;

“**Taxes**” means any United States federal, state, local or foreign income, profits, net profits, estimated, gross receipts, windfall profits, severance, franchise, capital gains, withholding, ad valorem, employment, occupation, production, social security, disability, wage, payroll, stamp, goods and services, real or personal property, intangible property or excise tax, any alternative or add-on minimum tax, and any other royalties, taxes, charges, fees, imposts, duties, levies, withholdings or other assessments imposed by any Governmental Authority, together with any interest, fines, penalties or additions to tax, but excluding any Governmental Fees; and

“**Total Option Payment**” has the meaning set forth in Section 2.5.

1.2 Interpretation

(a) **Number and Gender.** Words importing the singular number shall include the plural and vice versa; words importing gender (or lack thereof) shall include all genders or lack thereof interchangeably; and words importing persons shall include corporations and other business enterprises and vice versa.

(b) **Currency.** Unless otherwise expressly stated, all references to currency in this Option Agreement are references to lawful currency of the United States of America.

(c) **Headings.** The use of headings in this Option Agreement and the schedules hereto are solely for ease of reference and shall not affect the interpretation or construction of any portion hereof.

(d) **References.** Unless otherwise stated a reference to an Article, Section or other organizational division shall refer to their respective Article, Section or other organizational division of this Option Agreement.

ARTICLE 2 OPTION, RIGHTS, PAYMENTS

2.1 Grant of Option and Termination of Lease and Property Option Agreement

Subject to the terms of this Option Agreement:

(a) Optionor hereby grants to the Optionee the sole and exclusive right and option to purchase one hundred percent (100%) of Optionor's right, title and interest in and to the Property (the "**Option**"), free and clear of all Encumbrances except Permitted Encumbrances.

(b) Iconic and the Optionor hereby terminate the Lease and the Property Option Agreement.

(c) Iconic hereby transfers to the Optionee all of Iconic's rights in and to the Existing Data.

2.2 Term of Option

The Option shall remain in force during the term of this Option Agreement, from the date hereof to and including the date of exercise of the Option, the termination of this Option Agreement or 12 years from the Listing Date, whichever comes first (the "**Option Period**").

2.3 Rights During Option Period

During the Option Period, the Optionee and its employees, agents and any person duly authorized by the Optionee shall have and be entitled to:

(a) the same possessory rights and privileges of access to and use of the Property as are held by and granted to Optionor under the law respecting the Property, including, without limitation, access thereto;

(b) do such prospecting and Exploration thereon and thereunder as may be necessary to define the quantity of the mineralization on the Property, but not the development of production facilities or extraction of ore;

(c) remove from the Property and sell or otherwise dispose of reasonable amounts of mineral products, but only for the purpose of Bulk Testing or other testing, upon express written approval from Optionor for such sale; and

(d) have the authority to apply for all necessary permits, licenses and other approvals from any other government or other entity having regulatory authority over any part of the Property.

2.4 Obligations

Subject to a termination pursuant to Section 6, until all Payments are made and the Option is exercised in accordance with the terms and conditions contained herein, the Optionee must perform the following:

(a) Pay all mining claim maintenance fees that would be otherwise due to the appropriate government agency or agencies including, without limitation, the U.S. Department of the Interior Bureau of Land Management and Lyon County, Nevada, no later than thirty (30) days before the due date on which such payments are required to be paid to such appropriate government agency or agencies in order to keep the Property in good standing. Optionee will notify Optionor of its intent to pay the fees no later than ninety (90) days before the date on which such payments are due.

(b) Incur Expenditures on or for the benefit of the Property according to the following schedule:

(i) CAN\$100,000.00 to be expended on the preparation of a 43-101 report in respect to the property the (“**43-101 Report**”) which 43-101 Report will be for the purpose of facilitating the listing of Eclipse on a Canadian stock exchange;

(ii) \$550,000.00 by the first anniversary of the Listing Date;

(iii) an additional \$750,000.00 by the second anniversary of the Listing Date;
and

(iv) an additional \$1,000,000.00 by the third anniversary of the Listing Date.

(c) Form an exploration committee of 5 representatives which will be comprised of 1 representative of the Optionor, 1 representative of Iconic and 3 representatives of the Optionee, with the exploration committee chairman being a representative of the Optionee. The purpose of the exploration committee will be to review and assess all exploration programs related to the Optionee’s exploration activities on the Property to allow and provide for input by the Optionor and Iconic to the Optionee’s Property exploration and development program.

The Payments, mining claim maintenance fees, Expenditures and exploration committee formation are collectively referred to herein as the “**Obligations**”.

2.5 Payments to the Optionor During Option Period

Subject to the right of the Optionee to accelerate the Option during the Option Period, the Optionee shall make the following payments and reimbursements to Optionor during the Option Period as follows:

(a) \$50,000.00 cash paid to Optionor on the Effective Date; and

(b) \$50,000.00 cash paid to Optionor on each anniversary of the Listing Date during the Option Period,

for an aggregate payment of \$600,000.00 (payment in full of such \$600,000.00 shall be the “**Total Option Payment**”)

Failure to make the Payments set forth in this Section 2.5 in a timely manner shall constitute a default, and may, subject to the provisions of Section 6.1, cause the Optionee to be terminated as a Party to this Agreement without any further obligations on the Optionee to make the Payments.

Optionee shall have the right to exercise the Option at any time after the Effective Date. Upon exercising the Option, Optionee shall pay to Optionor the amount of the Total Option Payment that remains unpaid as of the date of the exercise of the Option.

2.6 Payments to Iconic

In consideration for the termination of the Lease and the Property Option Agreement and the transfer by Iconic to the Optionee of all of Iconic’s rights in and to the Existing Data, Eclipse shall:

- (a) pay Iconic the sum of CAD\$325,000.00 within five business days of the execution of this Option Agreement;
- (b) issue to Iconic an aggregate of 4,000,000 common shares in the capital of Eclipse (the “**Eclipse Shares**”) as follows:
 - (i) 1,000,000 Eclipse Shares on the Listing Date at a price equal to the listing price of the Eclipse Shares on the Listing Date, which is anticipated to be between \$0.25 and \$0.30;
 - (ii) 1,000,000 Eclipse Shares on the first anniversary of the Listing Date;
 - (iii) 1,000,000 Eclipse Shares on the second anniversary of the Listing Date; and
 - (iv) 1,000,000 Eclipse Shares on the third anniversary of the Listing Date.

Failure to make the Payments set forth in this Section 2.6 in a timely manner shall constitute a default, and may, subject to the provisions of Section 6.1, cause the Optionee to be terminated as a Party to this Agreement without any further obligations on the Optionee to make the Payments.

Upon exercising the Option, Optionee shall issue to Iconic the amount of the Eclipse Shares that remain unissued as of the date of the exercise of the Option.

2.7 Conditions to Closing in Favor of the Optionee

The obligation of the Optionee to consummate the transaction contemplated by this Option Agreement is subject to the following conditions, which are for the Optionee’s sole benefit and which may be waived in writing by the Optionee, in its sole discretion, on or before the Closing Date:

- (a) the Optionee is satisfied as to the interest in the Property held by Optionor;

(b) the Optionee has received data, records and other information to allow the Optionee to conduct Exploration of the Property; and

(c) the representations and warranties of Optionor contained herein will have been true and correct at the date of this Option Agreement and will be true and correct as of the Closing Date and with the same force and effect as if made on and as of such Closing Date, except to the extent that any representations and warranties of Optionor are affected by any activities or operations of the Optionee with respect to the Property.

2.8 Conditions to Closing in Favor of Optionor and Iconic

The obligations of Optionor and Iconic to consummate the transactions contemplated by this Option Agreement is subject to the following conditions, which are for Optionor's and Iconic's sole benefit and which may be waived in writing by Optionor or Iconic, as applicable, on or before the Closing Date:

(a) the Optionee has received such consents, if any, as may be required by law and its governing instruments to the Option Agreement;

(b) Optionee has provided evidence, satisfactory to Optionor and Iconic that it is in good standing in the state of its organization, with full power and authority to execute and perform, when due, all of its obligations under this Option Agreement;

(c) Optionor and Iconic have each received all applicable regulatory approvals for the transactions contemplated by this Option Agreement, and their respective Payments due as set forth in Sections 2.5 and 2.6; and

(d) the representations and warranties of the Optionee contained herein will have been true and correct at the date of this Option Agreement and will be true and correct as of the Closing Date and with the same force and effect as if made on and as of such Closing Date.

2.9 Option Only

The Option is an option only. Optionee shall acquire no leasehold or ownership of the Property, without exercising the Option. If this Option Agreement is terminated, the Optionee shall not be bound thereafter in debt, damages or otherwise under this Option Agreement, save and except as provided for hereunder, and all payments (including without limitation the Payments and the Obligations) paid by the Optionee shall be retained by Optionor and Iconic, as applicable.

ARTICLE 3 EXERCISE OF OPTION

3.1 Option Exercise

Upon the delivery of all of the Payments by the Optionee to Optionor and Iconic, and provided the other Obligations pursuant to Sections 2.4 have been duly completed by the Optionee, the Option shall be deemed to have been exercised (the "**Option Exercise**"). Within thirty (30)

Business Days of the date of the Option Exercise, Optionor, Optionee and Iconic will deliver and exchange, as applicable:

(a) a mineral deed conveying to the Optionee the Claims in substantially the form attached hereto as Exhibit B;

(b) a royalty deed conveying the Royalty pursuant to Section 4.1 in substantially the form attached hereto as Exhibit C;

(c) all required documents to transfer and sell Optionor's right, title and interest in and to the Property to the Optionee;

(d) a bill of sale from Iconic to the Optionee of any interest in the Existing Data as defined herein; and

(e) such other customary instruments of transfer, assumption, filings or documents, as may be required to give effect to this Option Agreement.

3.2 Transfer of Property

Upon the Optionee's exercise of the Option, the Optionor and the Optionee agree to do all things as may be reasonably necessary to transfer Optionor's right, title and interest in the Property to the Optionee, provided that all costs associated therewith will be borne by the Optionee.

3.3 Effect of Failure to Exercise Option

If the Optionee fails to exercise the Option, or defaults in accordance with Section 6.1, then the Parties agree that Iconic shall have the right to elect to receive an assignment of the Optionee's rights and benefits hereunder, and assume the remaining Optionee obligations as may be outstanding at such time except any remaining Optionee obligations as set out in Sections 2.4(b)(i) and 2.6. In the event of such failure to exercise the Option or default, as the case may be, and election by Iconic to receive an assignment of the Optionee's rights and benefits hereunder, Optionee shall cease to have any rights, benefits or obligations hereunder, except to the extent such Optionee obligations are as a result of a breach of the Optionee's representations, warranties and covenants under this Agreement.

ARTICLE 4 ROYALTY

4.1 Royalty

Upon the Option Exercise, the Optionee, or its permitted successor or assignee, as owner of the Claims, shall deliver a fully executed and acknowledged royalty deed, in substantially the form attached hereto as Exhibit C (the "**Royalty Deed**"), granting to Optionor a three percent (3.0%) net smelter returns royalty in respect of all Products produced from the Claims (the "**Royalty**"), provided that the Optionee shall at all times thereafter have a right of first refusal on

the repurchase of the Royalty on the terms set out under Section 8(b) of Schedule B to the Royalty Deed.

ARTICLE 5 REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Optionor's Representations, Warranties and Covenants

Optionor represents, warrants and covenants to the Optionee that:

(a) Optionor is a company duly and validly subsisting under the laws of Nevada and that all necessary approvals of its directors, officers and shareholders, and any further approvals that may be required in connection therewith, have been obtained or will have been obtained on or prior to the Effective Date to authorize the entering into and delivery of this Option Agreement and the taking of all actions required pursuant hereto by the Optionor;

(b) Optionor is, and during the period of the Option will be, the legal, registered and beneficial holder of a 100% interest in the Claims, and has all the rights, free and clear of any and all defects, charges, liens and encumbrances, except for the Permitted Encumbrances;

(c) no other person has any agreement or other right to acquire any interest in the Property;

(d) Optionor has complied in all material respects with all Laws (including Environmental Laws) in conducting any operations on the Property before the Effective Date and there are no existing Environmental Liabilities;

(e) Optionor has not received any inquiry or notice from any Governmental Authority of a pending investigation or alleging the violation of any Laws including Environmental Laws;

(f) to the knowledge of Optionor, there is no condition on the Property, nor has Optionor, Iconic or any person acting at the direction of Optionor conducted any activities on or in connection with the Property, that could reasonably be expected to result in any Environmental Liabilities or other types of enforcement proceeding, or any recovery by any Governmental Authority or private party of remedial, reclamation or removal costs, natural resources damages, property damages, damages for personal injuries or other costs, expenses, damages or injunctive relief arising from any alleged injury or threat to health, safety or the environment;

(g) it has all material permits, authorizations, licenses, registrations and certificates necessary to carry on its business as currently conducted and as contemplated by this Option Agreement;

(h) to the knowledge of Optionor, no consent or approval of any third party or Governmental Authority is required for the execution, delivery or performance by Optionor of this Option Agreement;

(i) Optionor, and/or Iconic has delivered to or made available for inspection by Optionee all Existing Data in its possession or control;

- (j) Optionor will comply with the following provisions:
 - (i) during the Option Period, Optionor shall cooperate with Optionee, at no cost to Optionor or its Affiliates, to keep the Property in good standing and full force and effect; and
 - (ii) during the Option Period, Optionor shall cooperate in good faith with Optionee, at no cost to Optionor or its Affiliates, in connection with all permitting and underlying consent processes that Optionee reasonably requires to perform the Operations including without limitation to transfer to Optionee or to give Optionee the benefit of the Permits;
- (k) during the Option Period, Optionor shall not:
 - (i) create, grant or issue any Encumbrance in respect of the Property or otherwise sell, lease, transfer or dispose of the whole or any part or interest in the Property; or
 - (ii) make any material change to, the whole or a material part of Property.

5.2 Optionee's Representations, Warranties and Covenants

The Optionee represents, warrants and covenants to Optionor that:

- (a) the Optionee is a company duly and validly subsisting under the laws of Nevada and that all necessary approvals have been obtained or will have been obtained on or prior to the Closing Date to authorize the entering into and delivery of this Option Agreement and the taking of all actions required pursuant hereto by the Optionee;
- (b) subject to Section 6.3, during the Option Period the Optionee will make all expenditures and perform all activities required to keep the Property in good standing under the Law, including, without limitation, the obligation to pay all amounts required to keep the Property in good standing during the Option Period and thereafter pursuant to Section 6.3 and in connection therewith, provide to Optionor evidence of the payment of all Governmental Fees required to be paid on or before fifteen (15) days prior to the deadline for payment of such fees, failing which Optionor shall have the right to make such payment and Optionee shall thereafter reimburse Optionor for such payment together with interest at the Applicable Rate, commencing on the date paid by Optionor; for the purposes of this paragraph, the determination of the Applicable Rate shall be made as of the date on which Optionor made such payment;
- (c) during the Option Period, the Optionee will keep the Property free and clear of all Encumbrances other than Permitted Encumbrances and proceed with all reasonable diligence to contest or discharge any lien that is filed;
- (d) during the Option Period, the Optionee will permit Optionor and its representatives, at their own risk and expense, upon five (5) days' notice, access to the Property, provided that in exercising such right Optionor will not unreasonably interfere with the activities of Optionee and that Optionor will indemnify and save harmless Optionee and its directors, officers, employees and agents from and against all and any losses, damages, expenses, claims, suits, actions and demands of any kind or nature whatsoever in any way referable to or arising out of the entry, presence or activities of Optionor or its representatives in connection with Optionor's access to the

Property and the records of Optionee under this Section 5.2, including, without limitation, bodily injuries or death or damage to property at any time resulting therefrom;

(e) prepare and deliver to Optionor exploration reports on an annual basis within sixty (60) days of each anniversary of Effective Date, which reports shall summarize the results of the Expenditures incurred during the period, and any environmental and social reports covering the Property, accompanied by confirmation summarizing the amount of Expenditures incurred during the period and include, where relevant, data and reports with respect to the Property not already provided to Optionor;

(f) conduct Operations (including sampling, mapping, geochemistry, geophysics, drilling and other exploration, pre-feasibility and feasibility study work) in accordance with sound mineral exploration industry standards, and all Laws, and the terms and conditions of the instruments giving rise to the Property and any permits, consents or authorizations obtained, granted or issued with respect to activities on or with respect to the Property;

(g) pay, when due and payable, all wages or salaries for services rendered for the benefit of the Property and all accounts for materials supplied on or in respect of any work or operations performed in connection therewith, unless Optionee disputes any such fees or accounts in good faith and takes commercially reasonable steps to resolve such disputes as expeditiously as possible;

(h) obtain and maintain, and cause any contractor engaged by it hereunder to obtain and maintain, during any period in which active work is carried out hereunder, insurance coverage as specified in Exhibit D hereto; and

(i) during the Option Period, subject to Section 2.4, make all payments and perform all activities required to keep the Property in good standing.

5.3 Iconic Representations, Warranties and Covenants

Iconic represents, warrants and covenants to Optionee that:

(a) Iconic is a company duly and validly subsisting under the laws of British Columbia and that all necessary approvals of its directors, officers and shareholders, and any further approvals that may be required in connection therewith, have been obtained or will have been obtained on or prior to the Effective Date to authorize the entering into and delivery of this Option Agreement and the taking of all actions required pursuant hereto by Iconic;

(b) Iconic is a party to the Lease and the Property Option Agreement and, together with Optionor, has all necessary legal authority to terminate the Lease and the Property Option Agreement and that neither the Lease, nor the Property Option Agreement has been recorded in Lyon County, Nevada by any party thereto, including, but not limited to predecessors in interest of the current parties to the Lease and the Property Option Agreement.

**ARTICLE 6
DEFAULT AND TERMINATION**

6.1 Event of Default of Optionee and Termination

If the Optionee shall fail to make any Payments required under Sections 2.5 and 2.6 when due, fails to perform the Obligations, or fails to perform any term of this Option Agreement, such failure shall constitute default and Optionor or Iconic, as applicable, shall have the right to declare a default and, in addition to any other remedies available at law or, in equity, and under this Option Agreement, provide written notice to the Optionee of its termination as a Party to this Option Agreement. Optionee shall have the right to cure the default up to thirty (30) days from the date of receipt of such notice.

6.2 Specific Performance

The parties acknowledge that any breach of the terms of this Option Agreement would give rise to irreparable harm for which money damages would not be an adequate remedy. Accordingly, the parties agree that, in addition to any other remedies permitted under this Option Agreement, the parties shall be entitled to enforce the terms of this Option Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy. Specific performance shall include, but is not limited to the Optionee's responsibilities under 6.3(c) to complete reclamation work.

6.3 Optionee's Responsibilities on Termination

Upon termination of the Optionee as a Party to this Option Agreement prior to the Option Exercise, the Optionee shall:

- (a) if Governmental Fees will become due with respect to the Property (on any portion of the Property to be retained by Optionor) at any time within (90) days or less from the date of termination or the date of transfer, pay to Optionor the amount of such Governmental Fees;
- (b) surrender possession of the Property free and clear of all Encumbrances, other than the Permitted Encumbrances; and in a safe and orderly condition;
- (c) perform all reclamation work in compliance with all reclamation obligations arising as a result of Optionee's Exploration activities which shall be completed by the Optionee on the Property, if the same have not been completed at the time of termination (collectively the "**Optionee Work**");
- (d) deliver to Optionor and Iconic, within (30) days of termination, all Existing Data in possession of the Optionee with respect to Optionee Work on the Property not previously delivered to Optionor and Iconic; and
- (e) execute such documents as may be necessary to transfer to Optionor any currently active permits.

ARTICLE 7 FORCE MAJEURE

7.1 Force Majeure

(a) No Party will be liable for its failure to perform any of its obligations under this Agreement (other than the making of payments or deliveries to the other Party, including claim fees and Annual Minimum Royalties payments or deliveries) due to a cause beyond its control (each a “**Force Majeure Event**”) (except those caused by its own lack of funds) including adverse weather conditions, environmental, or native land claims protests or blockages; war, insurrection or other acts against a lawfully appointed or elected governing body; acts of God; fire; flood; earthquake; explosion; strikes, lockouts or other industrial labor disturbances; laws, rules and regulations or orders of any duly constituted Governmental Authority.

(b) A Party relying on the provisions of Section 7.1(a) shall promptly give written notice to the others of the particulars of the Force Majeure Event and all time limits imposed by this Agreement will be extended from the date of delivery of such notice by a period equivalent to the period of delay resulting from a Force Majeure Event; and

(c) A Party relying on the provisions of Section 7.1(a) shall take all reasonable steps to eliminate any Force Majeure Event and, if possible, will perform its obligations under this Agreement as far as commercially practical, but nothing herein will require such Party to settle or adjust any labor dispute or to question or to test the validity of any law, rule, regulation or order of any duly constituted governmental authority or to complete its obligations under this Agreement, if a Force Majeure Event renders completion commercially impracticable. A Party relying on the provisions of Section 7.1(a) shall give written notice to the others as soon as such Force Majeure Event ceases to exist.

ARTICLE 8 INDEMNITIES

8.1 Mutual Indemnity

Each party hereto shall and does hereby indemnify and save harmless the other, as well as the other's directors, officers, employees, servants, agents, contractors and shareholders, from and against any and all claims, demands, actions, suits, proceedings, liabilities, losses, damages, costs, expenses, fees, fines, penalties, interests and deficiencies of any nature or kind whatsoever arising by virtue of or in respect of any breach of a representation, warranty or covenant contained in this Option Agreement or any act or omission made by such party in connection with operations or use of the Property and any and all claims, demands, actions, suits, proceedings, liabilities, losses, damages, costs, expenses, fees, fines, penalties, interests and deficiencies of any nature or kind whatsoever related or incidental thereto.

8.2 Survival of Representations and Warranties.

The representations and warranties contained in Sections 5.1 and 5.2 and all covenants in this Option Agreement shall survive the Option Exercise date or the earlier termination of this Option Agreement for the applicable statutory period of limitations.

8.3 Survival of Indemnities.

Notwithstanding any other provision of this Option Agreement, any claim for indemnification pursuant to Section 8.1 of this Option Agreement shall be time-barred if the asserting party provides written notice of such claim or right of action later than the last day of the period of survival of the representation, warranty, covenant or indemnification obligation giving rise to such claim or right of action. The indemnities provided herein will not be limited to or affected by any other indemnity obtained by such indemnified persons from any other person. All periods of survival and statutes of limitation and defenses based upon passage of time applicable to any claim or right of action (including any counterclaim or claim of setoff) shall be tolled while such claim or right of action is pending.

8.4 No Waiver.

No investigation made by or on behalf of either of the parties hereto at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by the other party herein or pursuant hereto. No waiver by either of the parties hereto of any provision herein, in whole or in part, shall operate as a waiver of any other provision herein.

ARTICLE 9 CONFIDENTIALITY

9.1 Obligation of Confidentiality.

(a) Subject to Section 9.1(b), all information concerning the Property received or obtained by either party hereunder pursuant hereto shall be kept confidential by it and no part thereof may be disclosed or published without the prior written consent of the other except such information as may be required to be disclosed or published by Law or by regulation of any securities commission, stock exchange or other regulatory body having jurisdiction.

(b) Either Party may disclose information to the following persons so long as such persons have agreed in writing to hold such confidential information in confidence:

- (i) an Affiliate of the Party;
- (ii) employees, officers and agents of the Party or its Affiliates whose duties require such disclosure;
- (iii) genuine potential optionees or assignees in accordance with Article 10;
- (iv) bank or financial institutions or their respective representatives in connection with any loan or other financial instrument;
- (v) professional advisors or consultants of the Party who requires the information for the purposes of providing their services to the Party; and

(vi) registered brokers or persons preparing an offering memorandum, prospectus or other document in connection with a financing or issuance of securities of the disclosing Party.

(c) Confidential information shall not include the following:

(i) information that, at the time of disclosure, is in the public domain;

(ii) information that, after disclosure, is published or otherwise becomes part of the public domain through no fault of the disclosing Party;

(iii) information that the disclosing Party can show already was in the possession of the recipient at the time of disclosure; or

(iv) information that the disclosing Party can show was received by it after the time of disclosure, from a third party who was under no obligation of confidence to the disclosing Party at the time of disclosure.

ARTICLE 10 RESTRICTIONS ON ASSIGNMENT

10.1 No Transfers Without Consent

(a) Subject to Section 10.3, no Party (the “**Transferring Party**”) shall sell, transfer, convey, assign, mortgage or grant an option in respect of or grant a right to purchase or in any manner transfer or alienate all or any portion of its interest or rights under this Option Agreement (the “**Transfer**”) without the prior consent in writing of the other Party (the “**Non-Transferring Party**”). A Transferring Party must provide the Non-Transferring Party notice in writing (a “**Transfer Notice**”) of its intention to Transfer. If the Non-Transferring Party does not, within 30 days of receiving the Transfer Notice, provide notice in writing to the Transferring Party that it is consenting or withholding its consent to the Transfer, the consent of the Non-Transferring Party shall be deemed.

(b) The Non-Transferring Party shall not unreasonably withhold or delay its consent to the proposed Transfer if, in the reasonable determination of the Non-Transferring Party, the transferee has the financial capacity or the technical ability to carry out Operations on the Property and complete the financial obligations of this Option Agreement and the proposed Transfer shall not result in any additional obligations or liability to the Non-Transferring Party and shall not adversely affect the rights of the Non-Transferring Party under this Option Agreement.

10.2 Assumption of Obligations by Transferee

Where the Non-Transferring Party has provided its consent to a Transfer by the Transferring Party, or it is deemed to have provided its consent to a Transfer by the Transferring Party in accordance with Section 10.1(a), or in the circumstances where consent is not required, before the Transferring Party can complete the Transfer, the Transferring Party shall require the proposed acquirer to assume all of the Transferring Party’s obligations under this Option

Agreement, or enter into an agreement with the Non-Transferring Party on the same terms and conditions as set out in this Option Agreement.

10.3 Exceptions to Restriction on Assignment

(a) The provisions of Sections 10.1 and 10.2 shall not prevent Optionor from selling or transferring all or any portion of the Royalty or the Claims, provided the assignee of the Royalty or Claims agrees to be bound by this Agreement.

(b) If the Option terminates by default by Optionee or without having been exercised by Optionee, then Iconic may elect to assume the Option, in which case the Option shall be extended for an additional term to be negotiated by Iconic and Optionor.

(c) The provisions of Section 10.1 shall not prevent a Party from:

(i) entering into an amalgamation or corporate reorganization which will have the effect in law of the amalgamated or surviving company possessing all the property, rights and interests and being subject to all the debts, liabilities and obligations of each amalgamating or predecessor company, or

(ii) completing a Transfer to an Affiliate of such Party provided that the Affiliate first complies with Section 10.2 and agrees in writing with the other Party to re-transfer such interest to the originally assigning Party immediately before ceasing to be an Affiliate of such Party, and in the case of Optionee completing a Transfer to an Affiliate, Optionee remains bound by its obligations under this Option Agreement.

ARTICLE 11 AREA OF INTEREST

11.1 Area of Interest

During the term of this Agreement or until the exercise of the Option, whichever first occurs, Optionee agrees that if it should acquire, lease or otherwise obtain or control any interest in public or private land or mineral rights or conduct any exploration or production activities within the Area of Interest, as defined below, other than with the prior written consent of Optionor, then any such interest shall become part of the Property as defined herein. For the purposes of this Agreement, the “**Area of Interest**” is described as any property within one (1) mile of the circumambient exterior boundaries of any of the properties described in Exhibit A. Any such rights acquired by the Optionee in contravention of the foregoing shall be transferred to Optionor upon demand, without cost, in addition to other rights and remedies available to Optionor at law or in equity.

ARTICLE 12 GOVERNING LAW; ARBITRATION

12.1 Governing Law

All disputes arising from this Option Agreement, or any attachment hereto, shall be

governed by and construed in accordance with the laws of the State of Nevada and the federal Laws of the United States applicable therein without reference to conflicts of laws, and the Parties each hereby irrevocably consent to the exclusive jurisdiction of the courts of the Second Judicial District Court, Washoe County Nevada, for the sole purpose of confirming or vacating an arbitration award rendered pursuant to Section 12.2 seeking injunctive relief under Section 12.2 or seeking specific performance under Section 6.2 and waive any objection that such Party might otherwise be entitled to assert to the jurisdiction of such courts and agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION AT LAW OR IN EQUITY OR IN ANY OTHER PROCEEDING BASED ON OR PERTAINING TO THIS OPTION AGREEMENT.

12.2 Arbitration

(a) Procedure. Any controversy or claim, whether based on contract, tort, statute or other legal or equitable theory (including, but not limited to, any claim of fraud, misrepresentation or fraudulent inducement or any question of validity or effect of this Option Agreement, including this clause) arising out of or related to this Option Agreement (including amendments or extensions), or the breach or termination of this Agreement shall be first submitted to a mutually-agreed neutral third party for non-binding mediation. If mediation is not successful, then such controversy or claim shall be settled by arbitration in accordance with the then current CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration of Business Disputes or, if such entity is unable or unwilling to settle such controversy or claim, the Rules of the American Arbitration Association for Commercial Arbitration (the applicable entity, the “**Institute**”), and this provision. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1 through 16 to the exclusion of any provision of state law inconsistent therewith or which would produce a different result, and the judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction.

(b) Location. The arbitration shall be held in Reno, Nevada and there shall be three arbitrators. Each Party shall select a Party arbitrator and the Party arbitrators shall select a third, neutral arbitrator. The arbitrators shall be chosen subject to the rules and procedures as provided by the Institute and shall have a minimum of ten (10) years’ experience in mining matters generally and in the subject matter of the dispute specifically. The arbitrators shall have no financial interest in the outcome of the dispute. The arbitrators shall determine the claims of the Parties and render a final award in accordance with the substantive law of the State of Nevada, excluding the conflicts provisions of such law. The arbitrators shall set forth the reasons for the award in writing. Except as required by law (and then only after prior notice to the other Party), no Party shall disclose the facts of the underlying dispute or the contents or results of the arbitration without the prior consent of all Parties. The decision of the arbitrators shall be by a majority of the arbitrators and shall be final and binding on all Parties, and shall be enforceable in any court of competent jurisdiction and as otherwise required by this Option Agreement.

(c) Limitation. Any claim or right of action by either Party shall be time-barred if the asserting Party provides written notice of such claim or right of action later than the last day of the period of survival of the representation, warranty, covenant or indemnification obligation giving rise to such claim or right of action. All periods of survival and statutes of limitation and defenses

based upon passage of time applicable to any claim or right of action (including any counterclaim or claim of setoff) shall be tolled while the arbitration is pending.

(d) Inurement. The obligation to arbitrate any claim shall extend to the successors, assigns and third party beneficiaries of the Parties.

(e) Discovery. The arbitrators shall order the Parties to promptly exchange copies of all exhibits and witness lists, and, if requested by a Party, to produce other relevant documents, to answer up to ten interrogatories (including subparts), to respond to up to ten requests for admissions (which shall be deemed admitted if not denied) and to produce for deposition and, if requested, at the hearing all witnesses that such Party has listed and up to four other persons within such Party's control. Any additional discovery shall only occur by agreement of the Parties or as ordered by the arbitrators upon a finding of good cause.

(f) Costs. Each Party shall bear its own costs, expenses and attorneys and Party arbitrator fees and one-half of the neutral arbitrator's fees, provided that if court proceedings to stay litigation or compel arbitration are necessary, the Party who unsuccessfully opposes such proceedings shall pay all reasonable associated costs, expenses, and attorney's fees in connection with such court proceedings.

(g) Authority. The arbitrators shall not have the power to grant temporary or permanent injunctive or other equitable relief. A Party may, notwithstanding any other provision of this Agreement, seek injunctive relief from any court of competent jurisdiction or as otherwise required by this Option Agreement.

(h) Enforceability. If any part of this arbitration provision is held to be unenforceable, it shall be severed and shall not affect either the duty to arbitrate or any other part of this provision.

(i) Exclusive Adjudicatory Process. Except as otherwise provided in this Option Agreement, the arbitration procedures set forth in this Section 12.2 shall be the sole adjudicatory process of the Parties in the event of a claim or controversy arising under this Option Agreement.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Notices

Any notice, required to be given under this Option Agreement shall be deemed to be well and sufficiently given if delivered or if mailed by registered mail in Canada or the United States of America (save and except during the period of any interruption in the normal postal service within Canada or the United States of America) or sent by facsimile or email, at the addresses set forth below:

To Optionor:

Great Basin Resources, Inc.
c/o Richard Kern
4235 Christy Way

Reno, NV 89519
Telephone: 775-746-4471
Email: rrkern@charter.net

With a copy to:
rickskern@gmail.com

To the Optionee:

Hercules Gold USA, LLC
c/o Michael Allen
Suite 1400, 400 Burrard Street
Vancouver, BC V6C 3A6 Canada
Telephone: (604) 374-8381
Email: mike.allen94@outlook.com

With a copy to:

Rew R. Goodenow
Parsons Behle & Latimer
50 W. Liberty St., Suite 750
Reno, NV 89501
Telephone: (775) 323-1601
Email: rgoodenow@parsonsbehle.com

To Eclipse:

Eclipse Gold Mining Corporation
c/o Michael Allen
2663 Standish Drive
North Vancouver, BC V7H 1M9 Canada
Telephone: (604) 374-8381
Email: mike.allen94@outlook.com

With a copy to:

David Gunasekera
DuMoulin Black LLP
10th Floor, 595 Howe Street
Vancouver, British Columbia V6C 2T5 Canada
Telephone: (604) 602-6812
Email: DGunasekera@dumoulinblack.com

To Iconic:

Iconic Minerals, Ltd.
c/o Keturah Nathe
303 – 595 Howe Street
Vancouver, British Columbia V6C 2T5 Canada
Telephone: (604) 336-8614
Email: keturah@simcoservices.ca

With a copy to:

Lucy Schilling
Miller Thomson LLP
725 Granville Street
Suite 400
Vancouver, British Columbia V7Y 1G5 Canada
Telephone: (604) 643-1220
Email: lschilling@millertomson.com

Any notice, direction or other communication will, if delivered, be deemed to have been given and received on the day it was delivered, and if mailed, be deemed to have been given and received on the next business day of actual receipt, except in the event of disruption of the postal services in which event notice will be deemed to be received only when actually received, and if sent by facsimile or other form of telecommunication, will be deemed to have been given or received on the next business day following the date on which it was so sent.

Any party may at any time give to the other party notice in writing of any change of address of the party giving such notice and from and after the giving of such notice, the address or addresses therein specified will be deemed to be the address of such party for the purpose of giving notice under this Option Agreement.

13.2 Further Assurances

Each party hereto agrees to execute and deliver, or cause to be executed and delivered, such further instruments and assurances, and to do such further acts and things, as may be necessary or desirable to give effect to this Option Agreement, including but not limited to such as may be required for registering or recording changes in the ownership interests in the Property.

13.3 Headings

The headings to the respective sections in this Agreement will not be deemed part of this Agreement but will be regarded as having been used for convenience only.

13.4 Severability

If any one or more of the provisions or stages contained in this Option Agreement is declared invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality

and enforceability of the remaining provisions contained in this Option Agreement will not in any way be affected or impaired thereby.

13.5 Memorandum

Contemporaneously herewith Optionor and Optionee have executed and delivered a memorandum of this Option Agreement in the form of Exhibit E (“**Memorandum**”). Optionee may record the Memorandum as it may elect.

13.6 Perpetuities

The parties do not intend that there shall be any violation of the Rule Against Perpetuities, the Rule Against Unreasonable Restraints on the Alienation of Property, or any similar rule. If any right or option to acquire any interest in any real properties exists in this Option Agreement, such right or option must be exercised, if at all, so as to vest such interest within time periods permitted by applicable rules. If, however, any such violation should inadvertently occur, the parties hereby agree that a court or arbitrator shall reform that provision in such a way as to approximate most closely the intent of the parties within the limits permissible under such rules.

13.7 Expenses

Each of Optionor and the Optionee shall be responsible for payment of its own expenses in connection with the transactions contemplated herein, including legal, accounting environmental and other professional fees and expenses incurred during the due diligence review.

13.8 Entire Agreement

This Option Agreement sets forth the entire agreement between the parties, and any persons who have in the past or who are now representing either of the parties, with respect to the subject matter hereof and supersedes all prior communications, understandings and agreements between the parties or any of them with respect to the subject matter hereof.

13.9 Inurement

This Option Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns.

13.10 Counterparts

The parties may execute this Option Agreement in counterparts and deliver same by facsimile or e-mail, each facsimile or e-mail being deemed to be an original and such counterparts, if any, being deemed to form one and the same instrument bearing the date set forth above notwithstanding the date of actual execution.

13.11 Time of Essence

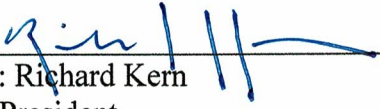
Time shall be of the essence of this Option Agreement.

[Signature page follows]

IN WITNESS WHEREOF the parties have executed this Option Agreement as of the date first above written.

GREAT BASIN RESOURCES, INC.

HERCULES GOLD USA, LLC

By: 
Name: Richard Kern
Title: President

By: _____
Name: _____
Title: Managing Member

ICONIC MINERALS INC.

ECLIPSE GOLD MINING CORPORATION

By: _____
Name: Rick Barnett
Title: Chief Financial Officer

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF the parties have executed this Option Agreement as of the date first above written.

GREAT BASIN RESOURCES, INC.

By: _____
Name: Richard Kern
Title: President


HERCULES GOLD USA, LLC

By:  _____
Name: Michael G. Alla
Title: Managing Member

ICONIC MINERALS INC.

By: _____
Name: Rick Barnett
Title: Chief Financial Officer

ECLIPSE GOLD MINING CORPORATION

By:  _____
Name: Michael G. Alla
Title: President

IN WITNESS WHEREOF the parties have executed this Option Agreement as of the date first above written.

GREAT BASIN RESOURCES, INC.

HERCULES GOLD USA, LLC

By: _____
Name: Richard Kern
Title: President

By: _____
Name: _____
Title: Managing Member

ICONIC MINERALS LTD. 

ECLIPSE GOLD MINING CORPORATION

By: 
Name: Rick Barnett
Title: Chief Financial Officer

By: _____
Name: _____
Title: _____

**EXHIBIT A
TO
OPTION AGREEMENT**

OPTION CLAIMS

<u>CLAIM NAME</u>	<u>CLAIMANT'S NAME</u>	<u>NMC NUMBER</u>
Hercules 2	MinQuest Inc.	804978
Hercules 3	MinQuest Inc.	804979
Hercules 48	MinQuest Inc.	804984
Hercules 49	MinQuest Inc.	804985
Hercules 52	MinQuest Inc.	804987
Hercules 53	MinQuest Inc.	804988
Hercules 1	MinQuest Inc.	832290
Hercules 4	MinQuest Inc.	832291
Hercules 5	MinQuest Inc.	832292
Hercules 6	MinQuest Inc.	832293
Hercules 7	MinQuest Inc.	832294
Hercules 8	MinQuest Inc.	832295
Hercules 12	MinQuest Inc.	832296
Hercules 13	MinQuest Inc.	832297
Hercules 14	MinQuest Inc.	832298
Hercules 19	MinQuest Inc.	832299
Hercules 44	MinQuest Inc.	832300
Hercules 45	MinQuest Inc.	832301
Hercules 46	MinQuest Inc.	832302
Hercules 47	MinQuest Inc.	832303
Hercules 50	MinQuest Inc.	832304
Hercules 51	MinQuest Inc.	832305
Hercules 54	MinQuest Inc.	832306
Hercules 55	MinQuest Inc.	832307
Apollo 24	MinQuest Inc.	905401
Apollo 7	MinQuest Inc.	905402
Apollo 16	MinQuest Inc.	905403
Apollo 17	MinQuest Inc.	905404
Apollo 19	MinQuest Inc.	905405
Apollo 21	MinQuest Inc.	905406
Apollo 1	MinQuest Inc.	832280
Apollo 3	MinQuest Inc.	832281
Apollo 5	MinQuest Inc.	832282
Apollo 9	MinQuest Inc.	832283
Apollo 11	MinQuest Inc.	832284
Apollo 18	MinQuest Inc.	832285
Apollo 20	MinQuest Inc.	832286
Apollo 22	MinQuest Inc.	832287
Apollo 23	MinQuest Inc.	832288
Apollo 25	MinQuest Inc.	832289
Apollo 4	MinQuest Inc.	1003135
Apollo 6	MinQuest Inc.	1003136
Apollo 8	MinQuest Inc.	1003137

Apollo 10	MinQuest Inc	1003138
Apollo 12	MinQuest Inc	1003139
Apollo 50	MinQuest Inc	1003140
Apollo 51	MinQuest Inc	1003141
Apollo 52	MinQuest Inc	1003142
Apollo 53	MinQuest Inc	1003143
Apollo 54	MinQuest Inc	1003144
Apollo 55	MinQuest Inc	1003145
Apollo 56	MinQuest Inc	1003146
Apollo 23	MinQuest Inc	1003147
Hercules 47	MinQuest Inc	1003148
Hercules 51	MinQuest Inc	1003150
Hercules 54	MinQuest Inc	1003151
Hercules 55	MinQuest Inc	1003152
Apollo 57	MinQuest Inc	1038721
Apollo 58	MinQuest Inc	1038722
Apollo 59	MinQuest Inc	1038723
Apollo 60	MinQuest Inc	1038724
Apollo 61	MinQuest Inc	1038725
Apollo 62	MinQuest Inc	1038726
Apollo 63	MinQuest Inc	1038727
Apollo 64	MinQuest Inc	1038728
Apollo 65	MinQuest Inc	1038729
Apollo 66	MinQuest Inc	1038730
Apollo 67	MinQuest Inc	1038731
Apollo 68	MinQuest Inc	1038732
Apollo 69	MinQuest Inc	1038733
Apollo 70	MinQuest Inc	1038734
Apollo 71	MinQuest Inc	1038735
Apollo 72	MinQuest Inc	1038736
Apollo 73	MinQuest Inc	1038737
Apollo 74	MinQuest Inc	1038738
Hercules 56	MinQuest Inc	1038739
Hercules 101	MinQuest Inc	1038740
Hercules 102	MinQuest Inc	1038741
Hercules 103	MinQuest Inc	1038742
Hercules 104	MinQuest Inc	1038743
Hercules 105	MinQuest Inc	1038744
Hercules 106	MinQuest Inc	1038745
Hercules 107	MinQuest Inc	1038746
Hercules 108	MinQuest Inc	1038747
Hercules 109	MinQuest Inc	1038748
Hercules 110	MinQuest Inc	1038749
Sampson 1	MinQuest Inc	27290
Sampson 2	MinQuest Inc	27287
Apollo 13	MinQuest Inc	1089785
Apollo 15	MinQuest Inc	1089786
Apollo 27	MinQuest Inc	1089787
Apollo 28	MinQuest Inc	1089788
Apollo 29	MinQuest Inc	1089789
Apollo 30	MinQuest Inc	1089790

Apollo 32	MinQuest Inc	1089791
Hercules 100	MinQuest Inc	1089792
Hercules 9	MinQuest Inc	1089793
Hercules 10	MinQuest Inc	1089794
Hercules 17	MinQuest Inc	1089795
Hercules 22	MinQuest Inc	1089796
Hercules 111	MinQuest Inc	1089797
Hercules 112	MinQuest Inc	1089798
Hercules 11	MinQuest Inc	1089799
Hercules 15	MinQuest Inc	1089800
Hercules 16	MinQuest Inc	1089801
Hercules 18	MinQuest Inc	1089802
Hercules 20	MinQuest Inc	1089803
Hercules 21	MinQuest Inc	1089804
Hercules 23	MinQuest Inc	1089805
Hercules 24	MinQuest Inc	1089806
Hercules 113	MinQuest Inc	1089807
Hercules 114	MinQuest Inc	1089808
Hercules 115	MinQuest Inc	1089809
Hercules 116	MinQuest Inc	1089810
Hercules 117	MinQuest Inc	1089811
Hercules 118	MinQuest Inc	1089812
	Total claims	116

**EXHIBIT B
TO
OPTION AGREEMENT**

FORM OF QUITCLAIM DEED

APN: unpatented mining claims

*Recorded at the request of and
when recorded return to:*

Hercules Gold USA, LLC
c/o Parsons Behle & Latimer
Rew Goodenow
50 West Liberty Street Suite 750
Reno, NV 89501

*The undersigned affirms that this document
does not contain the personal information of any person.*

**MINERAL DEED
LYON COUNTY**

This Mineral Deed (the “**Mineral Deed**”) is made and entered into effective on the date stated below by Great Basin Resources, Inc., a Nevada corporation, _____ (“**Grantor**”) and Hercules Gold USA, LLC, a Nevada limited liability company, Suite 1400, 400 Burrard Street, Vancouver, BC V6C 3A6 (the “**Grantee**”).

Grantor, for and in consideration of the sum of ten dollars (\$10.00) lawful money of the United States of America, to Grantor paid by Grantee, and other good and valuable consideration, the receipt of which is acknowledged, quitclaims to Grantee and Grantee's successors and assigns forever, all of Grantor's right, title and interest in and to those certain unpatented mining claims situated in Lyon County, State of Nevada, and more particularly described as the Claims in Schedule A attached to and incorporated by reference in this Mineral Deed; together with all dips, spurs, and angles, in and to all the ores, mineral-bearing quartz, rock and earth or other deposits, and in and to all of the rights, privileges, franchises, tenements, hereditaments and appurtenances belonging or appertaining to the unpatented mining claims, subject to the paramount interest of the United States of America.

Grantor has executed this Mineral Deed effective on _____, 20____.

GREAT BASIN RESOURCES, INC.

By _____
Richard Kern, President

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This Mineral Deed was acknowledged before me on _____, 201__, by Richard Kern,
as President of Great Basin Resources, Inc.

Notary Public

SCHEDULE A TO MINERAL DEED

<u>CLAIM NAME</u>	<u>CLAIMANT'S NAME</u>	<u>NMC NUMBER</u>
Hercules 2	MinQuest Inc.	804978
Hercules 3	MinQuest Inc.	804979
Hercules 48	MinQuest Inc.	804984
Hercules 49	MinQuest Inc.	804985
Hercules 52	MinQuest Inc.	804987
Hercules 53	MinQuest Inc.	804988
Hercules 1	MinQuest Inc.	832290
Hercules 4	MinQuest Inc.	832291
Hercules 5	MinQuest Inc.	832292
Hercules 6	MinQuest Inc.	832293
Hercules 7	MinQuest Inc.	832294
Hercules 8	MinQuest Inc.	832295
Hercules 12	MinQuest Inc.	832296
Hercules 13	MinQuest Inc.	832297
Hercules 14	MinQuest Inc.	832298
Hercules 19	MinQuest Inc.	832299
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Hercules 45	MinQuest Inc.	832301
Hercules 46	MinQuest Inc.	832302
Hercules 47	MinQuest Inc.	832303
Hercules 50	MinQuest Inc.	832304
Hercules 51	MinQuest Inc.	832305
Hercules 54	MinQuest Inc.	832306
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Apollo 24	MinQuest Inc.	905401
Apollo 7	MinQuest Inc.	905402
Apollo 16	MinQuest Inc.	905403
Apollo 17	MinQuest Inc.	905404
Apollo 19	MinQuest Inc.	905405
Apollo 21	MinQuest Inc.	905406
Apollo 1	MinQuest Inc.	832280
Apollo 3	MinQuest Inc.	832281
Apollo 5	MinQuest Inc.	832282
Apollo 9	MinQuest Inc.	832283
Apollo 11	MinQuest Inc.	832284
Apollo 18	MinQuest Inc.	832285
Apollo 20	MinQuest Inc.	832286
Apollo 22	MinQuest Inc.	832287
Apollo 23	MinQuest Inc.	832288
Apollo 25	MinQuest Inc.	832289
Apollo 4	MinQuest Inc.	1003135
Apollo 6	MinQuest Inc.	1003136
Apollo 8	MinQuest Inc.	1003137
Apollo 10	MinQuest Inc.	1003138
Apollo 12	MinQuest Inc.	1003139
Apollo 50	MinQuest Inc.	1003140
Apollo 51	MinQuest Inc.	1003141
Apollo 52	MinQuest Inc.	1003142

Apollo 53	MinQuest Inc	1003143
Apollo 54	MinQuest Inc	1003144
Apollo 55	MinQuest Inc	1003145
Apollo 56	MinQuest Inc	1003146
Apollo 23	MinQuest Inc	1003147
Hercules 47	MinQuest Inc	1003148
Hercules 51	MinQuest Inc	1003150
Hercules 54	MinQuest Inc	1003151
Hercules 55	MinQuest Inc	1003152
Apollo 57	MinQuest Inc	1038721
Apollo 58	MinQuest Inc	1038722
Apollo 59	MinQuest Inc	1038723
Apollo 60	MinQuest Inc	1038724
Apollo 61	MinQuest Inc	1038725
Apollo 62	MinQuest Inc	1038726
Apollo 63	MinQuest Inc	1038727
Apollo 64	MinQuest Inc	1038728
Apollo 65	MinQuest Inc	1038729
Apollo 66	MinQuest Inc	1038730
Apollo 67	MinQuest Inc	1038731
Apollo 68	MinQuest Inc	1038732
Apollo 69	MinQuest Inc	1038733
Apollo 70	MinQuest Inc	1038734
Apollo 71	MinQuest Inc	1038735
Apollo 72	MinQuest Inc	1038736
Apollo 73	MinQuest Inc	1038737
Apollo 74	MinQuest Inc	1038738
Hercules 56	MinQuest Inc	1038739
Hercules 101	MinQuest Inc	1038740
Hercules 102	MinQuest Inc	1038741
Hercules 103	MinQuest Inc	1038742
Hercules 104	MinQuest Inc	1038743
Hercules 105	MinQuest Inc	1038744
Hercules 106	MinQuest Inc	1038745
Hercules 107	MinQuest Inc	1038746
Hercules 108	MinQuest Inc	1038747
Hercules 109	MinQuest Inc	1038748
Hercules 110	MinQuest Inc	1038749
Sampson 1	MinQuest Inc	27290
Sampson 2	MinQuest Inc	27287
Apollo 13	MinQuest Inc	1089785
Apollo 15	MinQuest Inc	1089786
Apollo 27	MinQuest Inc	1089787
Apollo 28	MinQuest Inc	1089788
Apollo 29	MinQuest Inc	1089789
Apollo 30	MinQuest Inc	1089790
Apollo 32	MinQuest Inc	1089791
Hercules 100	MinQuest Inc	1089792
Hercules 9	MinQuest Inc	1089793
Hercules 10	MinQuest Inc	1089794
Hercules 17	MinQuest Inc	1089795

Hercules 22	MinQuest Inc	1089796
Hercules 111	MinQuest Inc	1089797
Hercules 112	MinQuest Inc	1089798
Hercules 11	MinQuest Inc	1089799
Hercules 15	MinQuest Inc	1089800
Hercules 16	MinQuest Inc	1089801
Hercules 18	MinQuest Inc	1089802
Hercules 20	MinQuest Inc	1089803
Hercules 21	MinQuest Inc	1089804
Hercules 23	MinQuest Inc	1089805
Hercules 24	MinQuest Inc	1089806
Hercules 113	MinQuest Inc	1089807
Hercules 114	MinQuest Inc	1089808
Hercules 115	MinQuest Inc	1089809
Hercules 116	MinQuest Inc	1089810
Hercules 117	MinQuest Inc	1089811
Hercules 118	MinQuest Inc	1089812
	Total claims	116

**EXHIBIT C
TO
OPTION AGREEMENT**

FORM OF ROYALTY DEED

APN: unpatented mining claims

*Recorded at the request of and
when recorded return to:*

Great Basin Resources, Inc.
c/o Richard Kern

*The undersigned affirms that this document
does not contain the personal information of any person.*

**ROYALTY DEED
LYON COUNTY**

This Royalty Deed (the “**Royalty Deed**”) is made and entered into effective on the date stated below by Hercules Gold USA, LLC, a Nevada limited liability company, Suite 1400, 400 Burrard Street, Vancouver, BC V6C 3A6 Canada (“**Grantor**”) and Great Basin Resources, Inc., a Nevada corporation, _____ (the “**Grantee**”).

Grantor, for and in consideration of the sum of ten dollars (\$10.00), lawful money of the United States of America, to Grantor paid by Grantee, and other good and valuable consideration, the receipt of which is acknowledged, conveys to Grantee and Grantee's successors and assigns forever, a Net Smelter Returns royalty interest of three percent (3.0%) net smelter returns on the unpatented mining claims set forth on Schedule A attached hereto as further defined in that certain royalty agreement (“**Net Smelter Return Royalty Agreement**”) attached hereto as Schedule B.

Grantor has executed this Royalty Deed effective on _____, 201__.

HERCULES GOLD USA, LLC,
a Nevada limited liability company

By: Eclipse Gold Mining Corporation,
a British Columbia Canada corporation,
its Managing Member

By: _____
 Name: _____
 Title: _____

STATE OF _____)
)ss.
 COUNTY OF _____)

This Mineral Deed was acknowledged before me on _____, 201__, by
 _____, as President of the Managing Member of Hercules Gold USA,
 LLC.

 Notary Public

SCHEDULE A TO ROYALTY DEED

DESCRIPTION OF PROPERTY

<u>CLAIM NAME</u>	<u>CLAIMANT'S NAME</u>	<u>NMC NUMBER</u>
Hercules 2	MinQuest Inc.	804978
Hercules 3	MinQuest Inc.	804979
Hercules 48	MinQuest Inc.	804984
Hercules 49	MinQuest Inc.	804985
Hercules 52	MinQuest Inc.	804987
Hercules 53	MinQuest Inc.	804988
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Hercules 4	MinQuest Inc.	832291
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Hercules 8	MinQuest Inc.	832295
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Hercules 13	MinQuest Inc.	832297
Hercules 14	MinQuest Inc.	832298
Hercules 19	MinQuest Inc.	832299
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Hercules 47	MinQuest Inc.	832303
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Hercules 51	MinQuest Inc.	832305
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Apollo 55	MinQuest Inc	1003145
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Hercules 23	MinQuest Inc	1089805
Hercules 24	MinQuest Inc	1089806
Hercules 113	MinQuest Inc	1089807
Hercules 114	MinQuest Inc	1089808
Hercules 115	MinQuest Inc	1089809
Hercules 116	MinQuest Inc	1089810
Hercules 117	MinQuest Inc	1089811
Hercules 118	MinQuest Inc	1089812
	Total claims	116

SCHEDULE B TO ROYALTY DEED

NET SMELTER ROYALTY AGREEMENT

This agreement (the “**NSR Agreement**”) is made as of _____, 20__ (the “**Effective Date**”), by and between Great Basin Resources, Inc. (“**Royalty Holder**”), and Hercules Gold USA, LLC (“**Owner**”) (together, the “**Parties**”).

WHEREAS, in accordance with that certain Option Agreement dated _____, 2019 (the “**Option Agreement**”), by and among Owner and Royalty Holder, Royalty Holder has conveyed certain mining claims as more particularly described on Exhibit A hereto and incorporated herein by reference (the “**Claims**”) to Owner, and Owner has conveyed to Royalty Holder a net smelter returns royalty as described in the Royalty Deed on the Claims, referred to herein as the “**Royalty**” on minerals produced and sold from the Claims; and

WHEREAS, the Parties intend for this royalty to run with the land; and

WHEREAS, the Parties have entered into this NSR Agreement to more fully set forth the terms and conditions pursuant to which Royalty Holder shall receive the Royalty.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and other valuable consideration, the parties to this NSR Agreement agree as follow:

1. Royalty

If Owner commences any production of Products that are mined from the Claims, including bulk testing, Owner grants and will pay Royalty Holder a royalty equal to three percent (3.0%) of Net Smelter Returns on the Claims set forth on Exhibit A attached hereto, and within the Area of Interest (as defined in Section 11 of the Option Agreement), computed as herein provided. As used herein:

- (a) “**Allowable Deductions**” means the following costs, charges and expenses paid by Owner for or with respect to Products, after such Products are shipped from the Claims:
 - (i) charges for treatment in the smelting and refining processes and other beneficiation processes or procedures (including handling, processing, interest and provision for settlement fees, costs of umpires, sampling, weighing, assaying and representation fees, penalties, and other deductions made by the processor or imposed by law and specifically excluding mining and milling costs); and
 - (ii) actual costs of transportation (including loading, freight, insurance, security, transaction taxes, handling, port, demurrage, delay, and forwarding expenses incurred by reason of or in the course of such transportation) of Products from the Claims to the place of treatment and then to the place of sale;

- (b) “**Applicable Rate**” means the prime rate at the largest bank in the Nevada, as published by the Nevada Division of Financial Institutions;
- (c) “**Commercial Production**” means the commercial exploitation of Ore subsequent to the exercise of the Option, but does not include milling for the purposes of Bulk Testing or milling or leaching by a pilot plant or during the initial tune-up period of a plant. Commercial Production will be deemed to have commenced:
 - (i) if a processing plant is located on the Property, on the first day of the month following the first period of 60 consecutive days during which Ore has been processed through such processing plant for not less than 15 days at an average rate of not less than 50% of the initial rated capacity of such plant, or
 - (ii) if no processing plant is located on the Property, on the first day of the month following the first period of 60 consecutive days during which Ore has been shipped from the Property on a regular basis for the purpose of processing and earning revenue;
 - (iii) if a processing plant is located on the Property, on the first day of the month following the first period of 60 consecutive days during which Ore has been processed through such processing plant for not less than 15 days at an average rate of not less than 50% of the initial rated capacity of such plant, or
 - (iv) if no processing plant is located on the Property, on the first day of the month following the first period of 60 consecutive days during which Ore has been shipped from the Property on a regular basis for the purpose of processing and earning revenue;
- (d) “**Gross Proceeds**” means the aggregate of revenue received by Owner from arms’ lengths purchasers of all Products, plus the fair market value of all Products sold by the Owner to persons not dealing at arms’ length with Owner, plus Owner’s share of proceeds from insurance on the Products;
- (e) “**Minerals**” means all precious and base metals and all ores, concentrates, precipitates, beneficiated products, and solutions containing any of the aforementioned minerals, and all forms in which such minerals may occur, be found, extracted or produced on or within the Claims;
- (f) “**Net Smelter Returns**” means the Gross Proceeds less all Allowable Deductions.
- (g) “**Ore**” means all materials from the Claims, the nature and compensation of which, in the sole judgment of Owner, justifies either:
 - (a) mining or removing from place and shipping and selling such material, or delivering such material to a processing plant for physical or chemical treatment, or

- (b) leaching such material in place;
- (h) “**Products**” means all Minerals and materials of commercial value produced or derived from the Claims; and
- (i) “**Royalty Buydown**” means Owner’s right to reduce the Royalty as provided in Section 3(e).

2. Calculation and Payment of Royalty

- (a) With respect to each sale or other disposition of Products by Owner, the Royalty will become due and payable within 30 days of the end of the calendar month during which Owner receives payment for Products sold. Cash payments under this NSR Agreement shall be in US dollars.
- (b) All Royalty payments will be considered final and in full satisfaction of all obligations of Owner with respect thereto, unless Royalty Holder gives Owner written notice describing and setting forth a specific objection to the determination thereof within 6 months after receipt by Royalty Holder of a “**Royalty Statement**” representing calculation of the Royalty payment and including copies of all third party sales invoices for Products during the respective calendar quarter. If Royalty Holder objects to a particular Royalty Statement as herein provided, Royalty Holder shall, for a period of 60 days after Owner’s receipt of notice of such objection, have the right, upon reasonable notice and at reasonable time, to have Owner’s accounts and records relating to the calculation of the Royalty in question audited by a certified professional accountant acceptable to Royalty Holder and to Owner. If such audit determines that there has been a deficiency or an excess in the payment made to Royalty Holder such deficiency or excess will be resolved by adjusting the next Royalty payment or credit due hereunder. Royalty Holder will pay all costs of such audit unless a deficiency of 2% or more of the amount determined by Owner to be due to Royalty Holder is determined to exist. Owner will pay the costs of such audit if a deficiency of 2% or more of the amount due is determined to exist. All books and records used by Owner to calculate the Royalty due hereunder will be kept in accordance with generally accepted accounting principles consistently applied. Failure on the part of Royalty Holder to make claim on Owner for adjustment to its Royalty payment in such 30-day period will establish the correctness and preclude the filing of exceptions thereto or making of claims for adjustment thereon, provided that nothing herein will limit the time in which Royalty Holder may commence a proceeding for fraud, concealment or misrepresentation.
- (c) All books and records used by Owner to calculate the Royalty due hereunder shall be kept in accordance with generally accepted accounting principles varied only by the specific provisions hereof. Owner shall maintain up-to-date and complete records of the production and sale or other disposition of all Products. If treatment, smelting or refining of Products is performed off the Properties, accounts records,

statements and returns relating to such treatment, smelting and refining arrangements shall be maintained by Owner.

- (d) All profits, losses and expenses resulting from Owner engaging in Hedging Transactions (meaning any commodity futures trading, option trading, metals trading, metal loans, and any other hedging transactions or any combination thereof) are specifically excluded from calculations of Royalty payments pursuant hereto. All Hedging Transactions shall be for Owner's sole account and shall not affect the calculation and payment to Royalty Holder which shall be calculated and paid in accordance with the provisions hereof without regard for any Hedging Transactions.
- (e) Owner shall have the right, at any time prior to the 90th day of Commercial Production, to purchase:
 - (i) One-half (50 percent) of the Royalty on the Claims for \$2,000,000, thus reducing the Royalty to 1.5% on the Claims at any time prior to the ninetieth day of commercial production from the Claims.

Royalty Holder may elect to receive the Royalty in kind in gold or silver bullion by notifying Owner of its election on or before December 1 of the calendar year preceding the year in which Royalty Holder desires to take the Royalty in kind. An election by Royalty Holder to receive the Royalty in kind shall be irrevocable for the calendar year for which it is made. Failure of Royalty Holder to notify Owner by December 1 of its election to take the Royalty in kind shall be deemed a waiver by Royalty Holder of all rights to take the Royalty in kind during the following calendar year. If Royalty Holder elects to take in kind, the amount of gold or silver delivered to Royalty Holder shall be equivalent to the Royalty percentage specified herein for the ounces of gold and silver produced from the Claims attributable to the applicable quarterly payment credited to Royalty Holder's account at the refinery used by Owner. Royalty Holder shall reimburse Owner for any additional costs that Owner incurs due to Royalty Holder taking in kind and shall be responsible for obtaining and bearing the costs of any authorizations that are required for taking in kind and transporting, storing, and selling any in kind distribution. On or before the 15th day of the month following any due date for a quarterly payment, Owner shall make the bullion available to Royalty Holder at the place where the bullion has been refined. The bullion shall be in the form in which Owner sells or otherwise disposes of same. Owner shall provide at least 15 days' prior notice to Royalty Holder of the name and location of the refinery and the date or dates on which the bullion will be available to Royalty Holder. Royalty Holder shall bear the risk of loss upon transfer of the bullion to Royalty Holder's account at the refinery.

3. [Intentionally Omitted.]

4. Operations; Reporting.

Owner shall at all times that the Royalty is in existence:

- (a) conduct its work program in accordance with sound mining industry standards, and all applicable laws, rules, regulations and orders applicable to production of

Products, and any permits, consents or authorizations obtained, granted or issued with respect to activities on or with respect to the Products.

- (b) make available for review to Royalty Holder such other information, data and reports as Royalty Holder shall reasonably require and request from Owner from time to time including those necessary to permit Royalty Holder to meet its continuous disclosure obligations under applicable legislation and the requirements of securities exchanges having jurisdiction.

5. Royalty Runs with the Land.

Owner and Royalty Holder intend and agree that the Royalty shall be an interest in real property that shall burden and run with the Properties and shall constitute a property interest of Royalty Holder that shall survive any bankruptcy or insolvency of Owner. Owner will (and will cause any Affiliate to), upon request, sign and deliver to Royalty Holder, and Royalty Holder may register or otherwise record against titles to the Claims and the Properties, the form of notice or other document or documents as Royalty Holder may reasonably request, to give notice of the existence of the Royalty to third parties, to secure payment of the Royalty and to protect Royalty Holder's right to receive the Royalty as contemplated herein.

6. Exculpation and Indemnity from Owner.

In no event shall Royalty Holder, as the holder of the Royalty, only, be liable to Owner or to any other person or entity, in or outside the chain of title, in any way for any costs or liabilities incurred by Owner attributable to the Properties.

OWNER HEREBY COVENANTS AND AGREES TO INDEMNIFY, PROTECT, DEFEND AND HOLD ROYALTY HOLDER, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES OR CLAIMS FOR DAMAGES FOR ANY INJURY TO PERSONS OR PROPERTY, ENVIRONMENTAL SPILL, RELEASE OR CONTAMINATION, OR VIOLATION OF LAW, RULE OR REGULATION, OCCASIONED BY, ARISING OUT OF, OR RESULTING FROM OPERATIONS ON THE PROPERTIES, OR IN CONNECTION THEREWITH, BY OWNER, ITS AGENTS, SERVANTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUCCESSORS OR ASSIGNS.

7. No Implied Covenants

The timing, nature, manner and extent of any exploration, development, mining, production and sale of Products, if any, will be at the sole discretion of Owner. No implied covenants or conditions whatsoever will be read into this NSR Agreement, including without limitation any covenants or conditions relating to exploration, development, prospecting, mining, production or sale of Products, except for the covenants of good faith and fair dealing.

8. Assignment

- (a) Owner will have the right to assign the Claims, in whole or in part and will have sole and absolute discretion concerning the sale, assignment, transfer, conveyance,

venturing, encumbrance or other disposition of the Claims, in whole or in part, on such terms and conditions as it determines appropriate.

- (b) Royalty Holder may convey or assign all or part of the Royalty payable to any unaffiliated company provided that such conveyance or assignment will not be effective against Owner until the assignee has delivered to Owner a written and enforceable undertaking whereby such assignee agrees to be bound, to the extent of the interest assigned, by all of the terms and conditions of this NSR Agreement and provided that Owner shall at all times have a right of first refusal on the repurchase of the Royalty on the following terms:
- (i) If at any time Royalty Holder receives a proposal in respect of the acquisition of the Royalty (a “**Proposed Royalty Acquisition**”) from any third party (a “**Proposed Royalty Buyer**”), neither Royalty Holder nor any of its affiliates shall complete the sale or transfer of the Royalty unless Royalty Holder has first provided Owner with a right of first refusal (the “**Royalty ROFR**”) to purchase or otherwise acquire the Royalty.
 - (ii) Upon determining that Royalty Holder wishes to enter into a Proposed Royalty Acquisition with a Proposed Royalty Buyer, Royalty Holder shall deliver a written notice to Owner (the “**Royalty Offer Notice**”) which sets out the purchase price and all material terms and conditions of such Proposed Royalty Acquisition, and such Royalty Offer Notice shall be deemed to constitute an offer (the “**Royalty Offer**”) by Royalty Holder to enter into the Proposed Royalty Acquisition with Owner on the terms and conditions set out therein.
 - (iii) As soon as practicable following the delivery of a Royalty Offer, Royalty Holder will use its commercially reasonable efforts to provide Owner with such information regarding the Proposed Royalty Buyer as Owner may reasonably request for purposes of determining whether to exercise the Royalty ROFR.
 - (iv) Owner shall be entitled to accept the Royalty Offer by giving written notice to Royalty Holder within one hundred twenty (120) days of receipt of the Royalty Offer Notice (the “**Royalty Acceptance Period**”). If Owner accepts the Royalty Offer, then it shall enter into the Proposed Royalty Acquisition with Royalty Holder as soon as practicable, but in any event not later than thirty (30) days after acceptance of the Royalty Offer.
 - (v) If Owner fails to accept the Royalty Offer within the Royalty Acceptance Period, then Owner will be deemed to have rejected the Royalty Offer, following which Royalty Holder will be free to enter into the Proposed Royalty Acquisition with the Proposed Royalty Buyer on the same terms or on terms no more favourable to the Proposed Royalty Buyer than those set forth in the Royalty Offer. If Royalty Holder does not enter into the Proposed Royalty Acquisition with the Proposed Royalty Buyer on or

before the day that is sixty (60) days after the expiry of the Royalty Acceptance Period, then Royalty Holder must again comply with the provisions of this section with respect to any Proposed Royalty Acquisition.

9. Treatment of Product

Owner may, but will not be obligated to, treat, mill, heap leach, sort, concentrate, refine, smelt, or otherwise process, beneficiate or upgrade the ores, concentrates, and other mineral product produced from the Claims, at sites located on or off the Claims, prior to sale, transfer, or conveyance to a purchaser, user or other consumer. Owner will not be liable for mineral values lost in processing under sound practices and procedures, and no Royalty will be due on any such lost mineral values.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada and the federal Laws of the United States applicable therein.

11. Notice

All notices and other communications under this NSR Agreement will be in writing and may be delivered personally or transmitted by e-mail or facsimile as follows:

To Royalty Holder:

Great Basin Resources, Inc.

Attention: Richard Kern

Email: _____

With a copy to:

Attention: _____

Email: _____

To Owner:

Hercules Gold USA, LLC

c/o Michael Allen
Suite 1400, 400 Burrard Street
Vancouver, BC V6C 3A6 Canada
Email: mike.allen94@outlook.com

With a copy to:

Rew R. Goodenow
Parsons Behle & Latimer
50 W. Liberty Street, Suite 750
Reno, NV 89501
Email: RGoodenow@parsonsbhle.com

Any notice will be deemed to have been given and received if personally delivered, then on the day of personal service to the recipient Party, if sent by facsimile transmission and successfully transmitted prior to 4:00 pm (of the time of the receiving Party) on the day of transmission (provided such day is a Business Day), and if transmitted after 4:00 pm (of the time of the receiving Party) on that Business Day then on the next Business Day following the date of transmission. Notice given by email will be deemed to have been given and received when the recipient acknowledges receipt.

12. Counterparts

This NSR Agreement may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts together will constitute one and the same instrument.

13. Modification

This NSR Agreement shall not be amended or modified except in writing signed by authorized signatories of each of the Parties.

IN WITNESS WHEREOF the parties have executed this Option Agreement as of the date first above written.

GREAT BASIN RESOURCES, INC.,
A Nevada corporation

By: _____
Name: Richard Kern
Title: President

HERCULES GOLD USA, LLC,
a Nevada limited liability company

By: Eclipse Gold Mining Corporation,
a British Columbia Canada corporation,
its Managing Member

By: _____
Name: _____
Title: Managing Member

EXHIBIT A TO ROYALTY AGREEMENT

<u>CLAIM NAME</u>	<u>CLAIMANT'S NAME</u>	<u>NMC NUMBER</u>
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Apollo 18	MinQuest Inc.	832285
Apollo 20	MinQuest Inc.	832286
Apollo 22	MinQuest Inc.	832287
Apollo 23	MinQuest Inc.	832288
Apollo 25	MinQuest Inc.	832289
Apollo 4	MinQuest Inc.	1003135
Apollo 6	MinQuest Inc.	1003136
Apollo 8	MinQuest Inc.	1003137
Apollo 10	MinQuest Inc.	1003138
Apollo 12	MinQuest Inc.	1003139
Apollo 50	MinQuest Inc.	1003140
Apollo 51	MinQuest Inc.	1003141
Apollo 52	MinQuest Inc.	1003142

Apollo 53	MinQuest Inc	1003143
Apollo 54	MinQuest Inc	1003144
Apollo 55	MinQuest Inc	1003145
Apollo 56	MinQuest Inc	1003146
Apollo 23	MinQuest Inc	1003147
Hercules 47	MinQuest Inc	1003148
Hercules 51	MinQuest Inc	1003150
Hercules 54	MinQuest Inc	1003151
Hercules 55	MinQuest Inc	1003152
Apollo 57	MinQuest Inc	1038721
Apollo 58	MinQuest Inc	1038722
Apollo 59	MinQuest Inc	1038723
Apollo 60	MinQuest Inc	1038724
Apollo 61	MinQuest Inc	1038725
Apollo 62	MinQuest Inc	1038726
Apollo 63	MinQuest Inc	1038727
Apollo 64	MinQuest Inc	1038728
Apollo 65	MinQuest Inc	1038729
Apollo 66	MinQuest Inc	1038730
Apollo 67	MinQuest Inc	1038731
Apollo 68	MinQuest Inc	1038732
Apollo 69	MinQuest Inc	1038733
Apollo 70	MinQuest Inc	1038734
Apollo 71	MinQuest Inc	1038735
Apollo 72	MinQuest Inc	1038736
Apollo 73	MinQuest Inc	1038737
Apollo 74	MinQuest Inc	1038738
Hercules 56	MinQuest Inc	1038739
Hercules 101	MinQuest Inc	1038740
Hercules 102	MinQuest Inc	1038741
Hercules 103	MinQuest Inc	1038742
Hercules 104	MinQuest Inc	1038743
Hercules 105	MinQuest Inc	1038744
Hercules 106	MinQuest Inc	1038745
Hercules 107	MinQuest Inc	1038746
Hercules 108	MinQuest Inc	1038747
Hercules 109	MinQuest Inc	1038748
Hercules 110	MinQuest Inc	1038749
Sampson 1	MinQuest Inc	27290
Sampson 2	MinQuest Inc	27287
Apollo 13	MinQuest Inc	1089785
Apollo 15	MinQuest Inc	1089786
Apollo 27	MinQuest Inc	1089787
Apollo 28	MinQuest Inc	1089788
Apollo 29	MinQuest Inc	1089789
Apollo 30	MinQuest Inc	1089790
Apollo 32	MinQuest Inc	1089791
Hercules 100	MinQuest Inc	1089792
Hercules 9	MinQuest Inc	1089793
Hercules 10	MinQuest Inc	1089794
Hercules 17	MinQuest Inc	1089795

Hercules 22	MinQuest Inc	1089796
Hercules 111	MinQuest Inc	1089797
Hercules 112	MinQuest Inc	1089798
Hercules 11	MinQuest Inc	1089799
Hercules 15	MinQuest Inc	1089800
Hercules 16	MinQuest Inc	1089801
Hercules 18	MinQuest Inc	1089802
Hercules 20	MinQuest Inc	1089803
Hercules 21	MinQuest Inc	1089804
Hercules 23	MinQuest Inc	1089805
Hercules 24	MinQuest Inc	1089806
Hercules 113	MinQuest Inc	1089807
Hercules 114	MinQuest Inc	1089808
Hercules 115	MinQuest Inc	1089809
Hercules 116	MinQuest Inc	1089810
Hercules 117	MinQuest Inc	1089811
Hercules 118	MinQuest Inc	1089812
	Total claims	116

**EXHIBIT D
TO
OPTION AGREEMENT**

INSURANCE REQUIREMENTS

- (a) Prior to commencement of the activities on the Property and until the earlier of: (i) termination of the Agreement in accordance with Section 6.1 (and completion of any reclamation or other activities on the Property after such termination), or (ii) amendment of these insurance requirements, Optionee shall, at its sole expense, maintain the following minimum insurance on its own behalf:
- (i) worker's compensation insurance of the type and in the amounts required by Laws of Nevada, and employer's liability insurance with limits of not less than \$1,000,000 (per each bodily injury by accident or disease);
 - (ii) third party liability insurance, insuring against liabilities arising from bodily injury, death and property damage to policy limits of at least \$3,000,000 per occurrence, arising out of or in consequence of Optionee's performance under this Agreement. Without limiting the foregoing sub-clause, this insurance shall include the following extensions, commonly known as products and completed operations; broad form property damage; occurrence property damage; blanket contractual liability; non-owned automobile liability; cross liability and severability of interests clause; personal injury; owners and contractors protective; and contingent employers' liability and sudden and accidental pollution liability;
 - (iii) automobile liability insurance, insuring against liabilities arising from bodily injury, death, property damage, with policy limits of at least \$2,000,000 per occurrence, for any and all motor vehicles, owned, leased, rented, operated or used by or on behalf of Optionee or any of its subcontractors or personnel; and
 - (iv) such other insurance as Optionor shall deem appropriate for Optionee to obtain and to which Optionor and Optionee shall mutually agree.
- (b) The insurance provided for in subsection (a) must name Optionor as an additional insured, but only as regards the activities and operations of Optionee under this Agreement.
- (c) All such policies provided in subsection (a) must state, by endorsement or otherwise, that all insurers waive their rights of subrogation against Optionor.
- (d) In no event shall Optionor be responsible for premium payment, deductible, self-insured retention or claims reporting provisions.
- (e) Purchaser shall provide Optionor with certificates of insurance, evidencing all of the above stated insurance coverage and reflecting the effective and expiration dates of such coverage, at least 10 days prior to commencing activities on the Claims. If requested by Optionor, Optionee shall also provide Optionor with a complete certified copy of the above insurance policies.

- (f) If Optionee fails to maintain such insurance or to furnish satisfactory evidence of such insurance, Optionor shall, without prejudice to its other rights and remedies, have the right (but not the obligation) to take out and maintain substantially similar insurance for both Parties on behalf of Optionee, who shall furnish all necessary information as required and shall pay the cost of such insurance to Optionor immediately upon presentation of a bill.
- (g) The insurance policy or policies required in subsection (a) shall provide that the insurer shall provide thirty (30) days' notice to Optionor prior to any material changes, termination or cancellation of any such policy or policies. Concerning workers' compensation and employer's liability coverage, under subsection (a)(i), Optionee must immediately notify Seller of loss or suspension of any applicable coverage.
- (h) Any type of insurance or any increase of limits of liability not described above which Optionee requires for its own protection or on account of applicable laws shall be its own responsibility and at its own expense. The policy limits set forth in this Exhibit are not intended to be a limit of liability by Optionee.
- (i) Should Optionee engage any contractor or subcontractor, the same conditions respecting insurance under this Agreement will apply to each contractor or subcontractor, except that the minimum coverage for each of Subclauses (a)(i), (ii) and (iii) shall be not less than:
 - (i) in the case of individual contractors or subcontractors, (a)(i) the amount required by Nevada Law, (a)(ii) \$2,000,000 and (a)(iii) \$1,000,000, or alternatively, Optionee may elect for such contractor or subcontractor to be named as an insured under Optionee's insurance policy that complies with this Exhibit D; and
 - (ii) in the case of all other contractors and subcontractors, (a)(i) the amount required by Nevada Law, (a)(ii) \$3,000,000 and (a)(iii) \$2,000,000, or alternatively, Optionee may elect for such contractor or subcontractor to be named as an insured under Optionee's insurance policy that complies with this Exhibit D.

**EXHIBIT E
TO
OPTION AGREEMENT**

MEMORANDUM OF OPTION AGREEMENT

APN : unpatented mining claims

*Recorded at the request of and
when recorded return to:*

Hercules Gold USA, LLC
c/o Parsons Behle & Latimer
Rew Goodenow
50 West Liberty Street Suite 750
Reno, NV 89501

*The undersigned affirms that this document
does not contain the personal information of any person.*

Memorandum of Option Agreement

This Memorandum of Option Agreement (“**Memorandum**”) is made by and among Great Basin Resources, Inc., a Nevada corporation (“**Owner**”), and Hercules Gold USA, LLC (“**Optionee**”). Notice is given that Owner and Optionee entered into that certain Option Agreement dated effective _____, 2019 (the “**Agreement**”), pursuant to which Owner granted to Optionee the option to purchase the unpatented mineral claims described in Exhibit A attached to and by this reference incorporated in this Memorandum.

The addresses of Owner and Optionee for purposes of the Agreement and this Memorandum are:

To Owner:
Great Basin Resources, Inc.
c/o Richard Kern

Telephone: _____
Email: _____

To Optionee:
Hercules Gold USA, LLC
c/o Michael Allen
Suite 1400, 400 Burrard Street
Vancouver, BC V6C 3A6 Canada
Telephone: (604) 374-8381
Email: mike.allen94@outlook.com

IN WITNESS WHEREOF the parties have executed this Memorandum as _____, 2019.

GREAT BASIN RESOURCES, INC. ,
a Nevada corporation

HERCULES GOLD USA, LLC,
a Nevada limited liability company

By: _____
Name: Richard Kern
Title: President

By: Eclipse Gold Mining Corporation,
a British Columbia Canada corporation,
its Managing Member

By: _____
Name: _____
Title: Managing Member

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This Memorandum of Option Agreement was acknowledged before me on _____, 2019, by Richard Kern, as President of Great Basin Resources, Inc.

Notary Public

STATE OF _____)
)ss.
COUNTY OF _____)

This Memorandum of Option Agreement was acknowledged before me on _____, 2019, by _____, as Managing Member of Hercules Gold USA, LLC.

Notary Public

EXHIBIT A TO MEMORANDUM OF OPTION AGREEMENT

<u>CLAIM NAME</u>	<u>CLAIMANT'S NAME</u>	<u>NMC NUMBER</u>
Hercules 2	MinQuest Inc.	804978
Hercules 3	MinQuest Inc.	804979
Hercules 48	MinQuest Inc.	804984
Hercules 49	MinQuest Inc.	804985
Hercules 52	MinQuest Inc.	804987
Hercules 53	MinQuest Inc.	804988
Hercules 1	MinQuest Inc.	832290
Hercules 4	MinQuest Inc.	832291
Hercules 5	MinQuest Inc.	832292
Hercules 6	MinQuest Inc.	832293
Hercules 7	MinQuest Inc.	832294
Hercules 8	MinQuest Inc.	832295
Hercules 12	MinQuest Inc.	832296
Hercules 13	MinQuest Inc.	832297
Hercules 14	MinQuest Inc.	832298
Hercules 19	MinQuest Inc.	832299
Hercules 44	MinQuest Inc.	832300
Hercules 45	MinQuest Inc.	832301
Hercules 46	MinQuest Inc.	832302
Hercules 47	MinQuest Inc.	832303
Hercules 50	MinQuest Inc.	832304
Hercules 51	MinQuest Inc.	832305
Hercules 54	MinQuest Inc.	832306
Hercules 55	MinQuest Inc.	832307
Apollo 24	MinQuest Inc.	905401
Apollo 7	MinQuest Inc.	905402
Apollo 16	MinQuest Inc.	905403
Apollo 17	MinQuest Inc.	905404
Apollo 19	MinQuest Inc.	905405
Apollo 21	MinQuest Inc.	905406
Apollo 1	MinQuest Inc.	832280
Apollo 3	MinQuest Inc.	832281
Apollo 5	MinQuest Inc.	832282
Apollo 9	MinQuest Inc.	832283
Apollo 11	MinQuest Inc.	832284
Apollo 18	MinQuest Inc.	832285
Apollo 20	MinQuest Inc.	832286
Apollo 22	MinQuest Inc.	832287
Apollo 23	MinQuest Inc.	832288
Apollo 25	MinQuest Inc.	832289
Apollo 4	MinQuest Inc.	1003135
Apollo 6	MinQuest Inc.	1003136
Apollo 8	MinQuest Inc.	1003137
Apollo 10	MinQuest Inc.	1003138
Apollo 12	MinQuest Inc.	1003139
Apollo 50	MinQuest Inc.	1003140
Apollo 51	MinQuest Inc.	1003141
Apollo 52	MinQuest Inc.	1003142

Apollo 53	MinQuest Inc	1003143
Apollo 54	MinQuest Inc	1003144
Apollo 55	MinQuest Inc	1003145
Apollo 56	MinQuest Inc	1003146
Apollo 23	MinQuest Inc	1003147
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Hercules 54	MinQuest Inc	1003151
Hercules 55	MinQuest Inc	1003152
Apollo 57	MinQuest Inc	1038721
Apollo 58	MinQuest Inc	1038722
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Apollo 60	MinQuest Inc	1038724
Apollo 61	MinQuest Inc	1038725
Apollo 62	MinQuest Inc	1038726
Apollo 63	MinQuest Inc	1038727
Apollo 64	MinQuest Inc	1038728
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Apollo 69	MinQuest Inc	1038733
Apollo 70	MinQuest Inc	1038734
Apollo 71	MinQuest Inc	1038735
Apollo 72	MinQuest Inc	1038736
Apollo 73	MinQuest Inc	1038737
Apollo 74	MinQuest Inc	1038738
Hercules 56	MinQuest Inc	1038739
Hercules 101	MinQuest Inc	1038740
Hercules 102	MinQuest Inc	1038741
Hercules 103	MinQuest Inc	1038742
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Hercules 105	MinQuest Inc	1038744
Hercules 106	MinQuest Inc	1038745
Hercules 107	MinQuest Inc	1038746
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Hercules 109	MinQuest Inc	1038748
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Hercules 100	MinQuest Inc	1089792
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Hercules 22	MinQuest Inc	1089796
Hercules 111	MinQuest Inc	1089797
Hercules 112	MinQuest Inc	1089798
Hercules 11	MinQuest Inc	1089799
Hercules 15	MinQuest Inc	1089800
Hercules 16	MinQuest Inc	1089801
Hercules 18	MinQuest Inc	1089802
Hercules 20	MinQuest Inc	1089803
Hercules 21	MinQuest Inc	1089804
Hercules 23	MinQuest Inc	1089805
Hercules 24	MinQuest Inc	1089806
Hercules 113	MinQuest Inc	1089807
Hercules 114	MinQuest Inc	1089808
Hercules 115	MinQuest Inc	1089809
Hercules 116	MinQuest Inc	1089810
Hercules 117	MinQuest Inc	1089811
Hercules 118	MinQuest Inc	1089812
	Total claims	116

APPENDIX B
[ATTACHED]

INTERIM LENDING FACILITY TERM SHEET

Dated: September 20, 2024

WHEREAS on August 1, 2024, the Borrowers (as defined below) obtained an initial order (the “**Initial Order**”) under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”) granted in Supreme Court of British Columbia (the “**Canadian Court**”) Action number S-245121 (the “**CCAA Proceedings**”) which, among other things, appointed KSV Restructuring Inc. as the court-appointed monitor of the Borrowers (the “**Monitor**”) and authorizing the Monitor to act as representative of the CCAA Proceedings for the purpose of having them recognized in a jurisdiction outside of Canada;

AND WHEREAS on August 12, 2024, the Borrowers obtained the following orders of the Canadian Court in the CCAA Proceedings: (i) an order (the “**ARIO**”) amending and restating the Initial Order; and (ii) a sale process order (the “**Sale Process Order**”) approving the Sale Process in respect of the Property (as defined below) in the CCAA Proceedings;

AND WHEREAS on August 16, 2024, the Monitor, as foreign representative of the CCAA Proceedings, obtained an order of the United States Bankruptcy Court District of Arizona (the “**US Court**”) in re: Elevation Gold Mining Corporation, Debtor in a Foreign Proceeding, (the “**Chapter 15 Proceedings**”) granting provisional relief and notice of hearing, among other things, giving effect to the Initial Order in the United States;

AND WHEREAS on August 27, 2024, the Monitor, as foreign representative of the CCAA Proceedings, obtained an order of the US Court in the Chapter 15 Proceedings (the “**Recognition Order**”), among other things, recognizing the CCAA Proceedings as a foreign main proceeding and giving full force and effect to the Initial Order, as may be amended or extended from time to time, in the United States;

AND WHEREAS the Borrowers require, and the Interim Lender has agreed to provide them with, certain loans to fund the Borrowers’ restructuring efforts pursuant to a debtor-in-possession financing in the context the CCAA Proceedings;

AND WHEREAS, subject to the terms and conditions contained herein (this “**Agreement**”), the Interim Lender is prepared to establish the Interim Lending Facility (as defined below) in favour of the Borrowers on the terms and conditions set out in this Agreement; and

NOW THEREFORE, the parties hereto, in consideration of the foregoing and the mutual agreements contained herein (the receipt and sufficiency of which are hereby acknowledged), agree as follows:

DEFINITIONS

Capitalized terms used (including the recitals above) but not otherwise defined herein shall have the meanings assigned to them in **Schedule “A”** hereto.

INTERIM LENDER

KIA II LLC (the “Interim Lender”).

BORROWERS

Elevation Gold Mining Corporation, Golden Vertex Corp., Golden Vertex (Idaho) Corp., (collectively, and on a joint and several basis, the “**Borrowers**”, and each a “**Borrower**”).

JOINT AND SEVERAL

Each of the Borrowers agrees, acknowledges and confirms that at the Borrowers’ request, the Interim Lending Facility has been made available to all of them, and, in each case, that each individual Borrower’s ability to draw down the full amount

available for each Interim Loan (as defined below) under the Interim Lending Facility is not restricted except as specifically provided for in this Agreement.

All covenants, agreements and obligations of the Borrowers contained in this Agreement relating to or in connection with the Interim Lending Facility shall be on a joint and several basis, and each of the Borrowers shall be jointly and severally liable for and obligated to repay all Obligations (as defined below) under the Interim Lending Facility. Such joint and several liability is independent of the duties, obligations, and liabilities of each other Borrower.

Each of the Borrowers waives all benefits of discussion and division among the Borrowers, and each of the Borrowers acknowledges and confirms that the Interim Lender shall have no obligation to pursue any other Borrower, as the case may be, for all or any part of the Obligations under the Interim Lending Facility before the Interim Lender can recover all such Obligations from such Borrower. Each Borrower acknowledges and confirms that it is fully responsible for all such Obligations even though it may not have requested a single Interim Loan.

Each of the Borrowers' liability for payment of the Interim Lending Facility shall be a primary obligation, shall be absolute and unconditional, and shall constitute a full recourse obligation of each of the Borrowers, enforceable against each of them to the full extent of their respective assets and properties. Each of the Borrowers expressly waives any right to require the Interim Lender to marshal assets in favour of any Borrower or any other Person or to proceed against any other Borrower or any collateral provided by any Person, and agrees that the Interim Lender may proceed against any Borrower or any collateral in such order as they shall determine in their sole and absolute discretion. To the extent permitted by law, any release or discharge, by operation of law, of any Borrower from the performance or observance of any obligation, covenant or agreement contained in this Agreement shall not diminish or impair the liability of any other Borrower in any respect. Each of the Borrowers unconditionally and irrevocably waives each and every defense, right to discharge, compensation and setoff of any nature which, by statute or under principles of suretyship, guaranty or otherwise, would operate to impair or diminish in any way the obligation of any Borrower under this Agreement, and acknowledges that such waiver is by this reference incorporated into each security agreement, collateral assignment, pledge and/or other document from each Borrower now or later securing the Interim Lending Facility, and acknowledges that as of the date of this Agreement no such defense or setoff exists. Each of the Borrowers waives any and all rights (whether by subrogation, indemnity, reimbursement, or otherwise) to recover from any

other Borrower any amounts paid or the value of any Property given by such Borrower pursuant to this Agreement or otherwise until the Obligations are irrevocably paid in full in cash.

INTERIM LENDING FACILITY

A non-revolving loan (the “**Interim Lending Facility**”) up to the maximum principal amount of \$2,000,000 (the “**Maximum Amount**”).

CURRENCY

Unless otherwise noted, the currency of the Interim Lending Facility shall be USD.

MATURITY DATE

The Interim Lending Facility shall be paid in full in cash on the date (the “**Maturity Date**”) which is the earliest of:

(a) March 31, 2025 (or such later date as the Interim Lender in its sole discretion may agree to in writing with the Borrowers);

(b) the date on which (i) the stay of proceedings in the CCAA Proceedings terminates, including without limitation by reason of effluxion of time or court order, without the consent of the Interim Lender, or (ii) the CCAA Proceedings are terminated for any reason;

(c) the closing of a sale or similar transaction for all or substantially all of the assets and business of the Borrowers pursuant to the Sale Process, which sale or similar transaction has been approved by an order of the Court in the CCAA Proceedings and, to the extent necessary, an order of the US Court in the Chapter 15 Proceedings;

(d) the implementation of a Plan of Arrangement approved by the requisite majorities of the applicable Borrowers’ applicable creditors and an order of the Court in the CCAA Proceedings and, to the extent necessary, an order of the US Court in the Chapter 15 Proceedings; or

(f) the occurrence of an Event of Default.

The Interim Lender’s commitment in respect of the Interim Lending Facility shall expire on the Maturity Date and all amounts outstanding under the Interim Lending Facility including accrued Interest, the Upfront Fee, the Exit Fee and Legal Fees (all as defined below, and collectively, the “**Obligations**”) shall be repaid in full on the Maturity Date without the Interim Lender being required to make demand upon the Borrowers or to give notice that the Interim Lending Facility has expired and the Obligations are due and payable.

AVAILABILITY

Subject to the terms and conditions set forth in this Agreement, the Initial Order, the ARIIO, the Interim Financing Order (as defined below), the US Interim Financing Order (as defined below), and any other applicable order made in the CCAA Proceedings or the Chapter 15 Proceedings, and the

satisfaction by the Borrowers or waiver by the Interim Lender of the conditions set out below under the heading **ADVANCE CONDITIONS**, the Interim Lender will make available to the Borrowers advances (the "**Interim Loans**") under the Interim Lending Facility in an aggregate principal amount not to exceed the Maximum Amount to finance the Borrowers' working capital and operating requirements in accordance with the cash flow projection attached as **Schedule "B"** (the "**Initial Cash Flow Projection**") and all subsequent Cash Flow Projections.

Unless otherwise agreed to in writing in advance by the Interim Lender, in its sole direction, each Interim Loan shall be made by the Interim Lender to the Borrowers as soon as practicable (and in any event within three (3) Business Days) after delivery by the Borrowers to the Interim Lender of a draw request in a form satisfactory to the Interim Lender that includes: (i) the Borrowers' request for an Interim Loan along with the amount of such Interim Loan; and (ii) the Monitor's confirmation that it has reviewed the request and confirmed the need for such Interim Loan, provided that the Borrowers shall not be permitted to make any request for an Interim Loan more than once in any given week unless the Interim Lender provides its written consent for additional requests.

ACCOUNT

All Interim Loans shall be deposited into an account of the Borrowers as confirmed by the Monitor and withdrawn to pay contemplated expenses under the then applicable Cash Flow Projections and otherwise in accordance with the terms hereof.

USE OF PROCEEDS AND CASH FLOW PROJECTIONS

The Interim Loans under the Interim Financing Facility shall be used in accordance with the Initial Cash Flow Projection, and any Updated Cash Flow Projections (as defined below) (collectively with the Initial Cash Flow Projections, the "**Cash Flow Projections**"), as applicable, to fund working capital and general corporate needs of the Borrowers during, as well professional fees, costs and expenses incurred by the Borrowers in connection with, the CCAA Proceedings.

The Interim Lender's Legal Fees, capped at the maximum amount of \$20,000, inclusive of taxes, shall be paid from the first Interim Loan advanced by the Interim Lender.

No proceeds of the Interim Loans may be used for any purpose other than in accordance with the Cash Flow Projections, except with the prior written consent of the Monitor and Interim Lender.

INTEREST RATE

Interest ("**Interest**") on the principal outstanding amount of the Interim Loans (including the compounded interest referenced below) from the date each such Interim Loan is made (or, in the case of the compounded interest referenced below, the

date that such interest is compounded), both before and after maturity, demand, default, or judgment until payment in full at a rate of 15% per annum (the "**Interest Rate**"), calculated on a daily basis and payable monthly and paid on the 15th day of each month (unless otherwise stipulated by the Interim Lender, in its sole discretion).

All interest shall be computed on the basis of a 360-day year for the actual number of days elapsed.

All payments under or in respect of the Interim Financing Facility shall be made free and clear of any withholding, set-off or other deduction. For the sake of clarity, any such withholding, set-off or other deduction shall be Borrower's responsibility and not the Interim Lender's.

If any provision hereof or the Interim Credit Documentation would obligate the Borrowers to make any payment of interest or other amount payable to the Interim Lender in an amount or calculated at a rate which would be prohibited by law or would result in receipt by the Interim Lender of interest at a criminal rate (as construed under the *Criminal Code* (Canada)) then, notwithstanding that provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or result in a receipt by the Interim Lender of interest at a criminal rate.

FEES

The Borrowers shall pay a commitment fee equivalent to 2% of the Maximum Amount (the "**Upfront Fee**") which shall be fully earned upon the granting of the Interim Financing Order (as defined below) and shall be paid from the first Interim Loan advance.

The Borrowers shall pay an exit fee (the "**Exit Fee**") in the amount of 2% of the outstanding amounts under the Interim Lending Facility secured by the Interim Lender's Charge as at the Maturity Date or at the time of repayment of the Obligations by the Borrowers to the Interim Lender.

For certainty, the Upfront Fee and the Exit Fee shall be secured by the Interim Lender's Charge (as defined below).

COSTS

The Borrowers shall pay all reasonable and documented Legal Fees of the Interim Lender, to the maximum amount of \$20,000, inclusive of taxes, related to or in connection with the reasonable and documented costs and expenses incurred by the Interim Lender in connection with this Agreement and the Interim Credit Documentation, which shall be paid from the first Interim Loan advance.

INTERIM LENDING SECURITY

All of the Obligations shall be secured by a charge (the "**Interim Lender's Charge**") granted by an order of the Canadian Court in the CCAA Proceedings and recognized by

an order of the US Court in the Chapter 15 Proceedings over all present and after-acquired property, assets and undertakings of the Borrowers (including for greater certainty and without limitation, insurance proceeds, intellectual property, goods, documents of title, investment property, securities now owned or hereafter owned or acquired by or on behalf of the Borrowers and those assets set forth on the financial statements of the Borrowers), including all proceeds therefrom and all causes of action of the Borrowers.

The Interim Lender's Charge shall be a super-priority charge which shall rank ahead of all existing, liens, claims, trusts and charges, but shall be subject to and shall rank behind: (i) the administration charge (the "**Administration Charge**") granted under the ARIO in the maximum amount of \$500,000 to secure payment of the fees, expenses and disbursements of the Monitor, the Monitor's legal counsel, the Borrowers' legal counsel and the Sales Agent (only in respect of the Work Fee); (ii) the Sales Agent Charge; and (iii) any other charge or encumbrance which the Interim Lender, in its sole discretion, agrees may rank ahead of the Interim Lender's Charge (collectively, the "**Permitted Priority Liens**").

ADVANCE CONDITIONS

The Interim Lender's obligation to make the Interim Loans hereunder is subject to, and conditional upon, the satisfaction of all of the following conditions precedent:

1. by no later than October 15, 2024, the Canadian Court shall have granted an order in the CCAA Proceedings in form and substance acceptable to the Interim Lender (the "**Interim Financing Order**"), which order shall, among other things (i) approve this Agreement and the Interim Loans under the Interim Lending Facility; (ii) authorize the Borrowers to borrow up to the Maximum Amount; and (iii) grant the Interim Lender's Charge;
2. the Interim Lender's Charge shall have priority over all Liens granted by the Borrowers against any of the undertakings, property, or assets of the Borrowers (collectively, the "**Property**"), except for the Permitted Priority Liens;
3. by no later than November 15, 2024, the US Court shall have granted an order in the Chapter 15 Proceedings in form and substance acceptable to the Interim Lender (the "**US Interim Financing Order**") recognizing and giving effect to the Interim Financing Order, including the priority of the Interim Lender's Charge, in the United States;

4. the applicable Cash Flow Projection shall be acceptable to the Interim Lender;
5. the ARIO shall be in full force and effect and shall not be subject to any appeal, nor have been stayed, reversed, vacated, rescinded, modified or amended in any respect adversely affecting the Interim Lender, unless otherwise agreed by the Interim Lender;
6. the representations and warranties contained herein shall be true and correct; and
7. no Default or Event of Default shall have occurred and be continuing.

REPRESENTATIONS AND WARRANTIES

Each of the Borrowers represents and warrants to the Interim Lender, upon which the Interim Lender relies in entering into this Agreement and the Interim Credit Documentation, that:

1. Subject to the granting of the Interim Financing Order and the US Interim Financing Order, the obligations under this Agreement and the other Interim Credit Documentation constitute legal, valid, and binding obligations of the Borrowers;
2. the business operations of the Borrowers have been and will continue to be conducted in material compliance with all Applicable Laws of each jurisdiction in which each such business has been or is being carried on; and
3. the Borrowers do not have any defined benefit pension plans or similar plans.

AFFIRMATIVE COVENANTS

Each of the Borrowers covenants and agrees to do the following:

1. allow the Monitor and its designated representatives and financial advisors full access to the books and records of the Borrowers and cause management thereof to fully cooperate with any advisors to the Monitor;
2. use the proceeds of the Interim Lending Facility only for the purposes set out herein;
3. subject to the Permitted Priority Liens and the approval of the Canadian Court, upon a sale of all or any part of the Borrowers' assets, the net proceeds of any such sale will be paid to the Interim Lender up to the amounts secured by the Interim Lender's Charge;

4. subject to the Permitted Priority Liens and the approval of the Canadian Court, upon receipt of any payments or refunds from any insurance provider, the Borrowers will pay all such amounts to the Interim Lender up to the amounts secured by the Interim Lender's Charge;
5. comply with the provisions of any orders made by the Canadian Court in the CCAA Proceedings and by the US Court in the Chapter 15 Proceedings;
6. comply with the Sale Process as provided for in the Sale Process Order;
7. take all actions reasonably necessary or available to defend the ARIO, the Sale Process Order, the Recognition Order, the Interim Financing Order and the US Interim Financing Order, once granted, and any other relevant orders from any appeal, reversal, modification, amendment, stay, vacation, or other challenge to the extent it would affect the rights and interests of the Interim Lender;
8. maintain all licenses required for the operation of their business in good standing;
9. pay when due all amounts that are secured by statutory liens or trusts, including without limitation employee source deductions, goods and services taxes, municipal and linear taxes, workplace safety payments and employee salary;
10. provided an advance has been made under the Interim Lending Facility, deliver to the Interim Lender by no later than 5:00 p.m. (Vancouver time) on Tuesday of every other week (or, if Tuesday is not a Business Day, the following Business Day), updated 13-week cash flow projections, in form and substance satisfactory to the Interim Lender, in their discretion, reflecting the projected cash requirements of the Borrowers on a rolling-basis (the "**Updated Cash Flow Projections**");
11. concurrently with the bi-weekly delivery of Updated Cash Flow Projections, provide a comparison to the previously delivered Updated Cash Flow Projections (or to the Initial Cash Flow Projections, if applicable);
12. maintain all insurance with respect to the Property in existence as of the date hereof;
13. forthwith notify the Interim Lender of any event or circumstance that, with the passage of time, may constitute a Default or an Event of Default;

14. forthwith notify the Interim Lender of the occurrence of any Default or Event of Default, or of any event or circumstance that may constitute a material adverse change from the Cash Flow Projections;
15. duly and punctually pay or cause to be paid to the Interim Lender all principal and interest payable by it under this Agreement and under any other Interim Credit Documentation on the dates, at the places and in the amounts and manner set forth herein;
16. comply in all respects with all Applicable Laws;
17. comply in all material respects with their obligations under the Interim Credit Documentation; and
18. obtain the consent of the Monitor prior to disclaiming any material agreement.

NEGATIVE COVENANTS

Each of the Borrowers covenants and agrees not to do the following, other than with the prior written consent of the Interim Lender and the Monitor, or order of the Canadian Court:

1. sell, assign, transfer, lease or otherwise dispose of all or any part of its assets, tangible or intangible, outside the ordinary course of business, except as permitted under the ARIO or any other order of the Canadian Court in the CCAA Proceedings, including, without limitation, the Sale Process Order;
2. terminate or repudiate any material contract or amend any material contract in any material manner;
3. enter into any material settlement agreement or agree to any material arrangements with any governmental authority or in connection with any litigation, arbitration, investigations, disputes, or other similar proceedings which are threatened or pending against any of the Borrowers;
4. make any payment of principal or interest in respect of existing (pre-filing date) indebtedness, except as contemplated by the Cash Flow Projections, or declare or pay any dividends or other distributions;
5. transfer, distribute, lend, or otherwise use any advances or funds from the Interim Lending Facility to fund any other entity other than the Borrowers;
6. create or permit to exist any indebtedness for borrowed money other than existing (pre-filing date) debt, debt contemplated by this Interim Lending Facility and post-filing trade payables incurred in the

ordinary course of business or otherwise authorized by the Canadian Court without objection from the Interim Lender;

7. create or permit to exist any Liens on any of the Property other than Permitted Priority Liens;
8. enter into or agree to enter into any investments (other than cash equivalents) or acquisitions of any kind, direct or indirect, in any business;
9. assume or otherwise agree to be bound by any contingent liabilities or provide any guarantee or financial assistance to any Person;
10. enter into any amalgamation, reorganization, liquidation, dissolution, winding-up, merger or other transaction or series of transactions whereby, directly, or indirectly, all or any significant portion of the undertaking, property or assets of any Borrower would become the property of any other Person or Persons;
11. amend or seek to amend the ARIO, the Recognition Order, the Sale Process Order, the Interim Financing Order (once granted) or the US Interim Financing Order (once granted); or
12. terminate or repudiate any agreement with the Interim Lender, solely in its capacity as lender under the Interim Lending Facility.

EVENTS OF DEFAULT

The occurrence of any one or more of the following events shall constitute an event of default ("**Event of Default**") under this Agreement:

1. failure of the Borrowers to pay principal or interest when due under this Agreement or any other Interim Credit Documentation;
2. any representation or warranty made under this Agreement or any of the Interim Credit Documentation, or any information otherwise provided to the Interim Lender, is untrue or incorrect in any material respect as of the date when made or deemed made;
3. any other material breach by any Borrower in the observance or performance of any provision, covenant (affirmative or negative) or agreement contained in this Agreement, provided, that, in the case of a breach of any affirmative covenant, such breach remains unremedied for longer than ten (10) Business Days following receipt of notice thereof;

4. the Interim Financing Order has not been issued by the Canadian Court by October 15, 2024 or the US Interim Financing Order has not been issued by the US Court by November 15, 2024, or such later dates as the Interim Lender, acting reasonably, may agree;
5. (i) any order shall be entered or judgment rendered by the Canadian Court in the CCAA Proceedings, by the US Court in the Chapter 15 Proceedings, or by any other court of competent jurisdiction, that has an adverse effect on the interests of the Interim Lender, (ii) the ARIO, the Sale Process Order, the Interim Financing Order (once granted) or the US Interim Financing Order (once granted) shall cease to be in full force and effect, or (iii) any Borrower shall fail to comply with any order granted by the Canadian Court in the CCAA Proceedings or by the US Court in the Chapter 15 Proceedings in any material respect and which has an adverse effect on the interests of the Interim Lender;
6. this Agreement or any other Interim Credit Documentation shall cease to be effective or shall be contested by a Borrower;
7. (i) the CCAA Proceedings are terminated or converted to proceedings under the *Bankruptcy and Insolvency Act* (Canada), (ii) the Chapter 15 Proceedings are terminated or converted to Chapter 7 proceedings, or (iii) any order is granted by the Canadian Court in the CCAA Proceedings, by the US Court in the Chapter 15 Proceedings, or by any court of competent jurisdiction, granting relief from the stay of proceedings during the CCAA Proceedings (as extended from time to time until the Maturity Date), unless agreed to by the Interim Lender;
8. if any of the Borrowers' material licenses or permits are revoked or any Borrower fails to comply with a material condition required to keep such licenses or permits in good standing and such license or permit is not reinstated or such Borrower's failure to comply with such material condition continues for a period of ten (10) Business Days;
9. unless ordered by the Canadian Court in the CCAA Proceedings or the US Court in the Chapter 15 Proceedings, any of the Borrowers makes any payments of any kind not permitted by this Agreement, the Cash Flow Projections, or any order of the Canadian Court in the CCAA Proceedings or the US Court in the Chapter 15 Proceedings;

10. there is any adverse change in the financial condition of any of the Borrowers, including with respect to the condition or value of any of their assets which, in the Monitor's view, is sufficiently material so as to impair the Interim Lender's security; or
11. borrowings under the Interim Lending Facility exceed the Maximum Amount.

REMEDIES

Upon the occurrence and continuance of an Event of Default, the Interim Lender may, upon written notice to the Borrowers and the Monitor:

1. terminate the Interim Lending Facility;
2. on prior written notice to the Borrowers and the service list in the CCAA Proceedings of no less than five (5) Business Days:
 - a. apply to the Canadian Court for the appointment of an interim receiver or a receiver and manager of the Property or for a bankruptcy order in respect of any of the Borrowers;
 - b. exercise the powers and rights of a secured party under any legislation; and
 - c. exercise all such other rights and remedies under the Interim Credit Documentation and orders of the Canadian Court in the CCAA Proceedings.

INTERIM LENDER'S APPROVALS

All consents of the Interim Lender hereunder shall be in writing. Any consent, approval, instruction, or other expression to be delivered by the Interim Lender may be delivered by any written instrument, including by way of electronic mail.

FURTHER ASSURANCES

The Borrowers shall, at their expense and from time to time, do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including, without limitation, certificates, declarations, affidavits, reports and opinions) and things as the Interim Lender may reasonably request for the purpose of giving effect to this Agreement and the Interim Lender's Charge, perfecting, protecting and maintaining the Liens created by the Interim Lender's Charge or establishing compliance with the representations, warranties and conditions of this Agreement or any other Interim Credit Documentation.

ENTIRE AGREEMENT

This Agreement, including all schedules hereto and the Interim Credit Documentation, constitute the entire agreement between the parties relating to the subject matter hereof. To the extent that there is any inconsistency between this

Agreement and the Interim Credit Documentation, this Agreement shall govern. Neither this Agreement nor any other Interim Credit Documentation, nor any terms hereof or thereof, may be amended, unless such amendment is in writing signed by the Borrowers and the Interim Lender, and approved by the Monitor.

AMENDMENTS, WAIVERS, ETC.

No waiver or delay on the part of the Interim Lender in exercising any right or privilege hereunder or under any other Interim Credit Documentation will operate as a waiver hereof or thereof unless made in writing and signed by an authorized officer of the Interim Lender. Any consent to be provided by the Interim Lender shall be granted or withheld solely in their respective capacities, and having regard to their interests, as Interim Lender.

ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

The Borrowers may not assign their rights and obligations under this Agreement without the prior written consent of the Interim Lender.

The Interim Lender may assign this Agreement and its rights and obligations hereunder, in whole or in part, with the prior written consent of the Monitor. Each of the Borrowers hereby consents to the disclosure of any confidential information in respect of the Borrowers to any potential assignee provided such potential assignee executes a confidentiality agreement, in a form acceptable to the Borrowers and the Monitor, to keep such information confidential.

SEVERABILITY

Any provision in this Agreement or any Interim Credit Documentation which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

**COUNTERPARTS AND
FACSIMILE SIGNATURES**

This Agreement may be executed in any number of counterparts and delivered by facsimile or e-mail transmission, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument. Any party may execute this Agreement by signing any counterpart of it.

NOTICES

Any notice, request, or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent by electronic mail to the attention of the person as set forth below:

In the case of the Interim Lender:

KIA II LLC

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

With a copy to: Davies Ward Phillips and Vineberg

Attention: Robin Schwill
Email: rschwill@dwpv.com

In the case of the Borrowers by delivery to:

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

Attention: William L. Roberts and Alexis Teasdale
Email: wroberts@lawsonlundell.com and
ateasdale@lawsonlundell.com

In either case, with a copy to the Monitor:

KSV Advisory Inc.
220 Bay Street - Suite 1300
Toronto, ON M5J 2W4

Attention: Robert Kofman
Email: bkofman@ksvadvisory.com

In either case, with a copy to the Monitor's counsel:

Fasken Martineau DuMoulin LLP
550 Burrard Street
Vancouver, BC V6C 0A3

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

**GOVERNING LAW AND
JURISDICTION**

This Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each of the Borrowers irrevocably submits to the exclusive courts of the Province of British Columbia, waives any objections on the ground of venue or forum *non conveniens* or any similar grounds, and consents to service of process by mail or in any other manner permitted by relevant law.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS HEREOF, the parties hereby execute this Agreement as of the date first written above.

BORROWERS:

Elevation Gold Mining Corporation

By: *Tim F. Swendseid*
Name: *Tim F. Swendseid*
Title: *CEO*

Golden Vertex Corp.

By: *Tim F. Swendseid*
Name: *Tim F. Swendseid*
Title: *CEO*

Golden Vertex (Idaho) Corp.

By: *Tim F. Swendseid*
Name: *Tim F. Swendseid*
Title: *President*

INTERIM LENDER:

KIA II LLC

By: *Daniel J. Weiner*
Name: Daniel J. Weiner
Title: Vice President & Assistant Secretary

Prepared: A. Leisman
Approved: P. Jacobi

SCHEDULE "A"

Additional Definitions

"Applicable Laws" means all federal, provincial, municipal and local laws, statutes, regulations, codes, acts, permits, licenses, ordinances, orders, by-laws, guidelines, notices, protocols, policies, directions and rules and regulations, including without limitation environmental protection laws and regulations and those of any governmental or other public authority, which may now, or at any time hereafter, govern, be applicable to or enforceable against or in respect of the Borrowers, the operation of their business or their property.

"Business Day" means a day on which banks in Vancouver, British Columbia are open for business.

"Court Ordered Charges" means the Administration Charge, the Interim Lender's Charge and the Sales Agent Charge.

"Default" means any Event of Default or any condition or event which, after notice or lapse of time or both, would constitute an Event of Default.

"Interim Credit Documentation" means this Agreement and any other definitive documentation in respect of the Interim Lending Facility, which must be in form and substance satisfactory to the Interim Lender.

"Legal Fees" means all reasonable and documented legal fees that the Interim Lender has incurred in any way in connection with any and all tasks related to this Agreement, the orders of the Canadian Court and the US Court, the Interim Lending Facility or the Interim Credit Documentation.

"Liens" means all mortgages, pledges, charges, encumbrances, hypothecs, liens and security interests of any kind or nature whatsoever.

"material" means of such a nature that knowledge of the item would affect a reasonable person's decision making.

"Person" means an individual, partnership, corporation (including a business trust), joint venture, limited liability company or other entity, or governmental authority.

"Plan of Arrangement" means a plan of arrangement made with any of the Borrowers' creditors within the CCAA Proceedings which has been approved by the requisite majorities of the Borrowers' creditors and the Court.

"Sale Process" means the Court-supervised sales process to be undertaken by the Borrowers, with the assistance and under the supervision of the Monitor.

"Sales Agent Charge" means the charge granted in favour of INFOR Financial Inc. under the ARIO in respect of amounts that are or may become owing to it, in respect of a transaction for the Property, under the engagement letter dated August 7, 2024 made as between it and Elevation Gold Mining Corporation.

"Work Fee" has the meaning ascribed to it in the engagement letter dated August 7, 2024 made as between INFOR Financial Inc. and Elevation Gold Mining Corporation.

SCHEDULE "B"

Initial Cash Flow Projections

(see attached)

Elevation Gold Mining Corporation et al.
Weekly Cash Flow Projection
September 14, 2024 to November 29, 2024
(Unaudited; \$USD Thousands)

Week #	1	2	3	4	5	6	7	8	9	10	11	
Week Ending	20/Sep/24	27/Sep/24	4/Oct/24	11/Oct/24	18/Oct/24	25/Oct/24	1/Nov/24	8/Nov/24	15/Nov/24	22/Nov/24	29/Nov/24	Total
RECEIPTS												
Revenue - Gold Sales	1,197	350	987	-	889	-	885	-	739	-	655	5,703
Contract - Leaching Cost	-	-	(39)	-	-	-	(39)	-	-	-	-	(78)
Revenue - Silver Sales	-	120	-	54	-	33	-	33	-	33	-	272
	1,197	470	948	54	889	33	846	33	739	33	655	5,897
DISBURSEMENTS												
<u>Site-Related Disbursements</u>												
Workforce	-	(205)	-	(205)	-	(205)	-	(205)	-	(205)	-	(1,025)
Mining Contractor Costs	(60)	-	(113)	-	-	-	(92)	-	-	-	-	(265)
Operating Expenses	(132)	(172)	(289)	(157)	(132)	(132)	(132)	(132)	(132)	(132)	(132)	(1,673)
Capital Expenditures	-	(54)	-	-	(100)	(136)	-	-	-	-	(60)	(350)
<u>Corporate Disbursements</u>												
General & Administrative	(54)	(54)	(80)	(54)	(68)	(54)	(98)	(54)	(68)	(54)	(84)	(721)
Financial Advisory	-	-	-	-	(26)	-	-	-	(26)	-	-	(52)
Professional Fees	(102)	-	-	(100)	(225)	-	-	(90)	(225)	-	(440)	(1,182)
KERP & D&O \$1MM EOP	-	-	-	-	-	-	(200)	-	(174)	-	-	(374)
Contingency	-	(25)	(25)	(25)	(25)	(25)	(25)	(25)	(25)	(25)	(25)	(250)
	(348)	(510)	(507)	(541)	(575)	(552)	(547)	(506)	(649)	(416)	(741)	(5,892)
Net Cash Flow	849	(40)	442	(487)	314	(519)	299	(473)	90	(383)	(85)	5
Cash Balance												
Opening Cash Balance	2,325	3,174	3,134	3,576	3,089	3,402	2,883	3,182	2,709	2,799	2,415	2,325
Net Cash Flow	849	(40)	442	(487)	314	(519)	299	(473)	90	(383)	(85)	5
Reconciliation Adj	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash Balance	3,174	3,134	3,576	3,089	3,402	2,883	3,182	2,709	2,799	2,415	2,330	2,330

APPENDIX C
[ATTACHED]

**Approved Debtor-in-Possession Financing Facilities for Canadian Debtors
Current as at August 5, 2024**

Debtor	Lender	Proceeding Type	Trustee	Filing Date	Jurisdiction	Industry	Commitment (\$MM)	Fees	Interest Rate	Notes
VBI Vaccines Inc. et al.	K2 HealthVentures LLC	CCAA	EY	30-Jul-24	British Columbia	Healthcare	2.50	Commitment fee of 2% (50,000)	17.5%	
Delta 9 Cannabis Inc. et al.	FIKA Herbal Goods	CCAA	A&M	15-Jul-24	Saskatchewan	Cannabis	16.00	Reasonable fees and expenses of the DIP lender	TD Bank's prime rate plus 3%	
Taiga Motors Corporation et al.	EDC	CCAA	Deloitte	10-Jul-24	Quebec	Manufacturing	4.40	First commitment fee of 2.4% of the Pre-Phase 1 Milestone Facility Amount (\$2,100,000) payable on the initial DIP Advance. Second commitment fee of 2.4% of the Post-Phase 1 Milestone Facility Amount (\$2,300,000) payable on the date of the first DIP Advance that takes place after August 16, 2024.	prime plus 7	
good natured Products Inc. et al.	Wells Fargo	CCAA	A&M	28-Jun-24	British Columbia	Manufacturing	providing increased loan availability	Fee of 100,000; reasonable fees and expenses of the DIP lender		
National Traffic Safety Management Inc.	FundThrough Inc.	NOI	TDB	05-Apr-24	Ontario	Technology	2.00	- 0.10% daily fee multiplied by the face value of the invoices due and payable at the invoice due date. - Default fee of 0.1315% daily fee after the invoice due date. - Facility fee equal to \$20,000, which shall be fully earned upon Court approval of the FundThrough Term Sheet. - Upfront Fee of the greater of 1% of the initial advance or \$10,000 due prior to funding.		
Atlas Global Brands Inc. et al.	Shalcor Management Inc.	CCAA	EY	20-Jun-24	Ontario	Cannabis	7.00	Commitment fee of 3% (210,000); fees and expenses of the DIP lender	13.0%	
Karwood Estates Inc. and Gregg Construction Limited	Pillar Capital Corp.	CCAA	Grant Thornton Crowe Mackay	05-Jun-24	Newfoundland	Real Estate / Construction	2.35	Facility fee of 3%, due diligence fee of 5,000, reasonable fees and expenses of the DIP lender	13.5%	
Cloud Diagnostics Canada ULC	10 individual lenders	NOI		05-Jun-24	British Columbia	Technology	0.70	Closing fee of 84,000	11.0%	

Altek Industrial Supply Ltd. et al.	CIBC	CCAA	PwC	24-May-24	Alberta	Distribution	2.00	Reasonable fees and expenses of the DIP lender	10.0%	
Eastern Meat Solutions Inc. et al.	BMO	CCAA	Deloitte	17-May-24	Ontario	Food Manufacturing	3.35	2% commitment fee (\$67,000); 2% standby fee on undrawn amounts	12.0%	
IntelGenx Technologies Corp. and IntelGenx Corp.	atai Life Sciences AG	CCAA	EY	17-May-24	Quebec	Healthcare	8.00	Reasonable fees and expenses of the DIP lender	Prime rate of NBC of 7.2%	
Cannmart Labs Inc.	Lifeist Wellness Inc.	CCAA	msi Spergel Inc. (GRIP)	02-May-24	Ontario	Cannabis	0.40	Commitment fee of 8,000	10.0%	
Teal Jones Group	Wells Fargo et al.	CCAA	PwC	25-Apr-24	British Columbia	Lumber	d the amount provided by the t	US\$300,000	9.5%	
Ted Baker Canada Inc. et al.	CIBC	CCAA	A&M Grant Thornton	24-Apr-24	Ontario	Retail	7.00	US\$300,000	9.95% per annum for Advances denominated in Canadian Dollars and 11.75% per annum for Advances denominated in US Dollars	
Enerstar Petroleum Corp.	Luxur Resources Inc.	NOI	Grant Thornton	25-Mar-24	Alberta	Oil & Gas	0.40		12.0%	
Heritage Cannabis Holding Corp.	BK Holdings Ltd.	CCAA	KPMG	02-Apr-24	Ontario	Cannabis	1.50		12.5%	
Pride Group Holdings Inc.	RBC as agent	CCAA	EY	27-Mar-24	Ontario	Transportation	30.00	Commitment fee of \$500,000	12.5%	
Saltwire Network Inc., The Halifax Herald Limited et al.	Fiera Private Debt Fund GP Inc.	CCAA	KSV	13-Mar-24	Nova Scotia	Media	1.50	\$5,000 commitment fee	8.0%	
Hempsana Inc.	Movengo Developments Inc.	NOI	B. Riley Farber	11-Mar-24	Ontario	Cannabis	0.50	7% commitment fee	8.0%	
Skylink Express Inc.	Momentum Decisive Solutions Canada Inc	CCAA	KSV	11-Mar-24	Ontario	Logistics	2.50		15.0%	
Anfis Enterprises Inc. and 9407-5173 Québec Inc.	Dicepizza S de RL de CV	CCAA	Raymond Chabot	12-Mar-24	Ontario	Real Estate	0.10		Prime plus 5%	
Go-For Industries Inc.	Trinity Capital Inc.	NOI	KSV	20-Mar-24	Ontario	Transportation	0.75	Commitment fee of 2%	17.3%	
Canadian Overseas Petroleum Limited et al.	Summit Partners Credit Fund II, L.P., Summit Investors Credit III, LLC, and Summit Investors Credit III (UK), L.P.	CCAA	KSV	08-Mar-24	Alberta	Oil & Gas	US11	commitment fee equal to 0.75% of the commitments and an exit fee equal to 0.75% of the commitments	Secured Overnight Financing Rate plus 5%	
BZAM Ltd.	Cortland Credit Lending Corporation as agent	CCAA	KSV	28-Feb-24	British Columbia	Cannabis	llion; and (ii) the Revolving Faci	Commitment fee of 98,000	the the greater of: (A) the TD Prime Rate plus 8.05% per annum; and (B) 12% per annum	
Livewire Communications Inc.	10Point1 Inc. and 1281000 Ontario Limited	NOI	Albert Gelman	02-Feb-24	Ontario	Professional Services	0.50	Commitment fee of 10,000	8.0%	
Bifano Consolidated Inc.	BNS	CCAA	A&M	28-Feb-24	British Columbia	Agriculture	1.50	Commitment fee of 20,000	15.0%	
Collision Kings Group Inc. et al.	TD Bank	CCAA	FTI	07-Feb-24	Manitoba	Automotive	1.13	Commitment fee of 25,000	Prime plus 4.8% (currently 12%)	
Lynx Air Holdings Corporation and 1263343 Alberta Inc., DBA Lynx Air	Indigo Northern Ventures LP	CCAA	FTI	22-Feb-24	Alberta	Transportation	TBD	Up front fee of 3% of the maximum amount	20.0%	

								a non-refundable commitment fee in the amount of \$240,000.00 which shall be paid from the initial Advance; if the loan is extended by the Lender at its sole discretion for a period not to exceed 6 months, an extension fee of \$120,000.00 will be payable in full on the Repayment Date	the greater of Royal Bank prime rate + 4.80% or 12.00% per annum	
Balboa Inc. et al.	Harbour Mortgage Corp.	CCAA	KSV	23-Jan-24	Ontario	Real Estate	12.00			
SimEx Inc., Iwerks Entertainment, Inc., and SimEx-Iwerks Myrtle Beach, LLC	RBC	CCAA	Deloitte	19-Jan-24	Ontario	Entertainment	US0.6		RBUSBR + 2%	
Fresh City Farms Inc. and Mama Earth Organics Inc.	1000691958 Ontario Inc. and Bennett Church Hill Capital Inc.	CCAA	PwC	18-Jan-24	Ontario	Retail	2.50	Commitment fee of 3.5% due on maturity	12.0%	
2039882 Ontario Limited o/a Shelter Cove	CC 108 Lender Limited Partnership by its general partner REL-BC Holdings Ltd.	CCAA	PwC	23-Jan-24	Ontario	Other	2.50	25,000 initial funding fee to be deducted from the initial advance and 50,000 to be deducted from each advance at a rate equal to 2,000 on each 100,000 until the advance fee is paid in full, with any remaining balance payable on maturity	12.0%	
Black Press Ltd. et al.	Canso Investment Counsel Ltd.	CCAA	KSV	15-Jan-24	British Columbia	Media	5.50		10.0%	
Safari Flower Company	NE SPEC II LP	CCAA	EY	12-Jan-24	Ontario	Cannabis	1.00	Commitment fee of \$30,000	14.0%	
Humble & Fume Inc.	1000760498 Ontario Inc.	CCAA	Deloitte	05-Jan-24	Ontario	Cannabis	US2.5		12.0%	
Athabasca Minerals Inc.	JMAC Energy Services LLC	NOI	KSV	13-Nov-23	Alberta	Mining	2.85		18.0%	
Donmar Properties Ltd. and 10058984 Manitoba Ltd.	y Morcourt Properties Ltd.	CCAA	EY	10-Apr-23	Manitoba	Real Estate	0.76		8.0%	
The Good Fat Co.	1000747000 Ontario Inc.	NOI	Richter	02-Jan-24	Ontario	Food & Accommodation	0.20		7.2%	
Myra Falls Mine Ltd.	Trafigura US Inc.	CCAA	FTI	18-Dec-23	British Columbia	Mining	21.00	Fee of \$210,000, representing 1.00%	11.0%	
Candesto Enterprises Corp. et al.	Durisol Ltd.	CCAA	A&M	20-Dec-23	Alberta	Professional Services	1.30		8.5%	
Duvaltex Inc.	Wells Fargo	CCAA	EY	14-Dec-23	Quebec	Manufacturing	14.00	Engagement fee of \$75,000	Basic rate plus 2.5%	
Mastermind GP Inc.	CIBC	CCAA		23-Nov-23	Ontario	Retail	36.25	Forbearance fee of 1.25% of the outstanding balance under the CIBC Revolving Loan Facility and the BCAP Loan	CIBC's prime interest rate plus 0.75%	CIBC was the company's existing lender and agreed to forbear and provide a DIP loan
Tergeo Mineraux Critiques Inc. et al.	Investissement Québec	CCAA	Raymond Chabot	10-Nov-23	Quebec	Mining	2.60	Commitment fee of 3%	18.0%	
MAV Beauty Brands Inc. et al.	RBC as administrative agent	CCAA	A&M	14-Nov-23	Ontario	Distribution	3.90	Reasonable fees and expenses of the DIP lender	SOFR plus 5.1%	
Simply Green Home Services Inc., Crown Crest Capital Management Corp., et al.	Peoples Trust Company	CCAA	KPMG	09-Nov-23	Ontario	Professional Services	15.00	Commitment fee of \$150,000	9.5%	
Harbour Grace Ocean Enterprises Ltd. and Laureceton Holdings Ltd.	Gray Enterprise Ltd.	CCAA	PwC	02-Nov-23	Newfoundland	Construction	1.00	Commitment fee of 1.5%	13.0%	
South Shore Seafoods Ltd. et al.	TD Bank	CCAA	Deloitte	21-Sep-23	New Brunswick	Distribution	10.00	-	Prime rate or US base rate plus 1%	
Datatax Business Services Limited	BMO	NOI	KPMG	14-Aug-23	Alberta	Professional Services	16.25	-	Prime plus 1.15%	

Quebec Parmentier Inc. et al.	Caisse Desjardins de la RiveNord du Saguenay	CCAA	MNP	10-Oct-23	Quebec	Distribution	2.25	unclear	unclear	
Tacora Resources Inc.	Cargill, Incorporated	CCAA	FTI	10-Oct-23	Ontario	Mining	75.00	Exit fee of \$2,250,000 (3%)	10.0%	
Quality Sterling Group	Ironbridge Equity Partners	CCAA	RSM	17-Aug-23	Ontario	Other	7.00	Reasonable fees and expenses of the DIP lender	12.0%	
Aventura Phase VII Inc. et al.	TBD	CCAA	Raymond Chabot	28-Aug-23	Quebec	Real Estate / Construction	6.00	unclear	unclear	It appears the DIP loan was approved in advance, prior to locating a DIP lender
Ideal Protein Group	BMO & Caisse Desjardins as agents	CCAA	EY	15-Aug-23	Quebec	Manufacturing	4.00	-	same interest rate as existing term loan	
Aereus Technologies Inc.	1000608245 Ontario Inc.	NOI	Farber	31-Jul-23	Ontario	Manufacturing	0.78	Commitment fee of \$16,400 (2%)	15.0%	
Lighthouse Immersive Inc. and Lighthouse Immersive USA Inc.	SCS Finance, Inc.	CCAA	B. Riley Farber	27-Jul-23	Ontario	Entertainment	US 3.5	Reasonable fees and expenses of the DIP lender	10.0%	
NextPoint Financial Inc. et al.	BP Commercial Funding Trust and Drake Enterprises Ltd.	CCAA	FTI	25-Jul-23	British Columbia	Financial Services	25.00	Commitment fee of 1%	SOFR plus 6.5%	
Aleafia Health Inc. et al.	Red White & Bloom Brands Inc.	CCAA	KSV	25-Jul-23	Ontario	Cannabis	6.60	Commitment fee of \$198,000 (3%)	12.5%	
Bron Media Corp. et al.	Creative Wealth Media Lending LP 2016	CCAA	Grant Thornton	19-Jul-23	British Columbia	Media	6.20	Commitment fee of \$124,000 (2%)	15.0%	
Gesco Industries Inc., Gesco GP ULC and Tierra Sol Ceramic Tile Ltd.	BNS	CCAA	PwC	19-May-23	Ontario	Manufacturing & Distributio	8.60	Commitment fee of \$50,000; reasonable fees and expenses of DIP lender	Prime plus 6%	
Joseph Richard Hospitality Group Ltd. et al.	Canadian Western Bank	CCAA	EY	17-Jul-23	British Columbia	Food & Accommodation	0.50	-	Prime plus 5%; default interest rate of prime plus 10%	
OGEN Ltd. and OGEN Holdings Ltd.	Hawksworth Holdings Ltd. and G. Edwards Holdings Ltd.	NOI	KSV	26-Jun-23	Alberta	Cannabis	0.50	-	15.0%	
Dynaleo Inc. and Dynaleo Group Services Inc.	Travelers Capital Corp.	NOI	Harris & Partners	23-May-23	Alberta	Cannabis	0.15	(a) commitment fee of 4.25%; (b) standby charge on the unused portion of the Interim Loan Facility equal to 3.5% per annum multiplied by the difference between \$150,000 and the amounts outstanding under the Interim Loan Facility; and (c) break fee of 5.0% of \$150,000 if an alternative DIP loan is approved	1225.0%	
Swarmio Inc. et al.	Triaccess Ltd.	CCAA	Grant Thornton	21-Jun-23	Ontario	Technology	1.50	Commitment fee of \$28,000 (2%); reasonable fees and expenses of DIP lender	12.0%	
Fire & Flower Holding Corp.	2707031 Ontario Inc.	CCAA	FTI	05-Jun-23	Ontario	Cannabis	9.80	Exit fee of \$400,000; reasonable fees and expenses of the DIP lender	12.0%	
Ébénisterie St-Urbain Ltée et Woodlore International Inc.	9414-0050 Québec inc.	CCAA	Raymond Chabot	12-May-23	Quebec	Manufacturing	0.70	-	Basic rate increased by 1% annually, payable monthly	

Plant-Based Investment Corp.	1000492681 Ontario Inc.	CCAA	Spergel	01-May-23	Ontario	Financial Services	0.50	Commitment fee of \$10,000; reasonable fees and expenses of DIP lender	12.0%	
Phoena Holdings Inc. et al	Cortland Credit Lending Corporation	CCAA	EY	04-Apr-23	Ontario	Cannabis	3.10	Commitment fee of \$62,000; reasonable fees and expenses of DIP lender	Prime plus 20%	
J.W. Carr Holdings Ltd. et al.	MGB Investments Ltd.	CCAA	EY	20-Apr-23	Alberta	Real Estate	2.70	Closing fee of \$25,000; undrawn amount fee of 2% per annum on undrawn amounts	12.0%	
GreenSpace Brands Inc.	Pivot Financial I Limited Partnership Inc.	CCAA	PwC	06-Apr-23	Ontario	Food & Accommodation	2.60	Upfront fee of \$10,000, reasonable fees and expenses of the DIP lender	14.0%	
FlexITy Solutions Inc. and FlexITy Holdings Inc.	BHG-BC Holdings Ltd.	NOI	Farber	27-Mar-23	Ontario	Technology	1.10	Commitment fee of 2.5%	14.7%	
Donmar Properties Ltd. and 10058984 Manitoba Ltd.	Morcourt Properties Ltd.	CCAA	EY	18-Apr-23	Manitoba	Real Estate	0.76		8.0%	
Rambler Metals and Mining Canada Inc. and 1948565 Ontario Inc.	RMM Debt Limited Partnership	CCAA	Grant Thornton	27-Feb-23	Newfoundland	Mining	US 5	Standby fee of 2.5%	17.0%	
B.S.K. Group Inc.	4300769 Canada Inc.	NOI	EY	03-Mar-23	Quebec	Retail	0.60			
LoyaltyOne Co. (dba AIR MILES®)	BMO	CCAA	KSV	10-Mar-23	Ontario	Other	US 70	Upfront fee of 2% and standby fee of 1.25%	Currently 14.25%, being the Base Rate (currently 8.25%) plus 6%	
Dynamic Technologies Inc. et al.	Promising Experts Limited	CCAA	FTI	09-Mar-23	Alberta	Professional Services	2.60	Reasonable fees and expenses of the lender	12.0%	
Polar Window of Canada Ltd. et al.	TD Bank	CCAA	Deloitte	10-Feb-23	Manitoba	Distribution	1.20	35,000 facility fee		
Tehama Inc.	14667913 Canada Inc.	CCAA	Deloitte	20-Jan-23	Ontario	Technology	0.50	Reasonable fees and expenses of the lender	5.0%	
Groupe Vertendre	Immofinn SEC	CCAA	Raymond Chabot	20-Jan-23	Quebec	Real Estate	0.25			
Forex Inc. et al.	Les Placements Al-Vi Inc.	CCAA	PwC	07-Feb-23	Quebec	Manufacturing	10.63	Reasonable fees and expenses of the lender	10.0%	
Acerus Pharmaceuticals Corporation et al.	First Generation Capital Inc.	CCAA	EY	26-Jan-23	Ontario	Healthcare	7.00	Reasonable fees and expenses of the lender	8.0%	
Laboratoires Bodycad Inc.	Sante BB inc.	CCAA	Raymond Chabot	22-Dec-22	Quebec	Healthcare	2.16	Unclear - materials not available	Unclear - materials not available	
Payslate Inc.	Ayrshire Real Estate Management Inc.	NOI	Grant Thornton	05-Dec-22	British Columbia	Technology	1.20		15.0%	
DCL Corporation Galarneau	Wells Fargo Bank, National Association, as administrative agent	CCAA	A&M	20-Dec-22	Ontario	Distribution	55.00		SOFN Loan obligations and Letters of Credit: Adjusted Term SOFR or Canadian BA Rate, plus 4.00% Base Rate obligations and Swingline Loans: US Base Rate or Canadian Base Rate, plus 3.00% Unused line fee of 0.50% Additional default interest of 2.0%	
Groupe Sélection Inc.	National Bank, CIBC, Desjardins, TD, BMO, HSBC, Briva Finance and Fiera	CCAA	PwC	21-Nov-22	Quebec	Food & Accommodation	20.00			
Manitoba Clinic Medical Corporation and The Manitoba Clinic Holding Co. Ltd.	CIBC	CCAA	A&M	30-Nov-22	Manitoba	Healthcare	4.00	Reasonable fees and expenses of the lender	Prime plus 5%	

Trichome Financial Corp.	Cortland Credit Lending Corporation	CCAA	KSV	07-Nov-22	Ontario	Cannabis	4.88	Commitment fee of \$97,000	14.0%	
Digitcom Telecommunications Inc.	TD Bank	NOI	Grant Thornton	31-Oct-22	Alberta	Technology	0.45	Commitment fee of \$25,000; reasonable fees and expenses of the lender	Prime plus 5%	
Springer Aerospace Holdings Limited and 1138969 Ontario Inc.	Hillmount Capital Inc.	CCAA	MNP	23-Nov-22	Ontario	Professional Services	1.50	Commitment fee of \$60,000, Lender Legal Fees, Disbursements and HST – To be determined by Lender's solicitor	The greater of RBC Prime plus 7% or 12 % per annum	
Pure Gold Mining Inc.	Sprott Private Resource Lending II (Collector), LP	CCAA	KSV	31-Oct-22	British Columbia	Mining	10.00		15.0%	
Cannapie Group Inc. et al.	Cardinal Advisory Limited	CCAA	BDO	03-Nov-22	Ontario	Cannabis	0.50	Commitment fee of \$10,000	12%	
The Flowr Corporation et al.	1000343100 Ontario Inc.	CCAA	EY	20-Oct-22	Ontario	Cannabis	2.00	Commitment fee of \$40,000	Prime plus 12%	
Xebec Adsorption Inc. et al.	National Bank of Canada	CCAA	Deloitte	29-Sep-22	Quebec	Oil and Gas	3.60			
BR Capital	2443970 Alberta Inc.	NOI	KPMG	15-Sep-22	Alberta	Technology	0.43		9.0%	
iS5 Communications Inc.	Phoenix Contact Venture Funds	NOI	Grant Thornton	05-Aug-22	Ontario	Technology	USD 1.1	Commitment fee of USD \$22,000, representing 2% of the total maximum amount available under the DIP Facility	14.0%	
SugarBud Craft Growers Crop. et al.	Connect First Credit Union Ltd.	NOI	A&M	26-Sep-22	Alberta	Cannabis	2.00	Commitment fee of 2%	12.0%	
Superette Inc. et al.	SNDL Inc.	CCAA	EY	30-Aug-22	Ontario	Cannabis	1.37		15.0%	
iSPAN Systems Ltd.	Paradigm Focus Product Development Inc., Walters Partners Inc., and Leder Investments Ltd.	NOI	Fuller Landau	11-Aug-22	Ontario	Manufacturing	1.50		3.0%	
Speakeasy Cannabis Club Ltd.	Travelers Capital Corp.	CCAA	Crowe MacKay	27-Jul-22	British Columbia	Cannabis	1.00	Commitment fee of 4.25%; standby fee of 2.5%; break fee of 5%	RBC prime rate (currently 4.7%) plus 725 basis points (currently 11.95%)	
North American Lamb Company et al.	BNS and/or FCC	NOI	EY	05-Aug-22	Alberta	Agriculture	1.80			
iS5 Communications Inc.	Phoenix Contact Venture Funds I GmbH	NOI	Grant Thornton	05-Aug-22	Ontario	Technology	USD 1.1	Commitment fee of 2%	14.0%	
Petrolama Energy Inc.	884304 Alberta Ltd.	NOI	A&M	27-Jul-22	Saskatchewan	Oil and Gas	0.30	Debtor responsible for interim lender's expenses	5.0%	
MPX International Corporation	Certain Debentureholders	CCAA	KSV	24-Jul-22	Ontario	Cannabis	2.67	Commitment fee of 2%	12.0%	
The Sanderson-Harold Company c.o.b. as Paris Kitchens	BMO	NOI	KSV	31-May-22	Ontario	Manufacturing	0.45		Prime commercial lending rate of BMO plus 1.5% per annum (currently, 5.2%).	
Medipure Pharmaceuticals Inc.	HFS Management Inc.	NOI	Deloitte	11-May-22	British Columbia	Healthcare	1.36	Debtor responsible for interim lender's expenses	6.0%	
Sproutly, Inc. and Toronto Herbal Remedies Inc.	0982244 B.C. Ltd. o/a Isle of Mann Property Group	CCAA	BDO	24-Jun-22	Ontario	Cannabis	0.75	Facility fee of 2%	1400.0%	

Revlon Inc. et al.	The BrandCo Lenders and certain Prepetition ABL Lenders	Foreign order recognition	KSV	20-Jun-22	Ontario	Manufacturing	by - \$1.025 billion; ABL DIP Facility	Term DIP Facility - 1% of the aggregate principal amount of each Term DIP Lender's Term DIP Commitment; ABL DIP Facility - 1% of the aggregate Tranche A DIP ABL Commitments as of the Petition Date	Term DIP Facility - SOFR + 775 basis points (with a 1% SOFR floor); LIFO ABL DIP Loans - ABR + 2.50% (with a 1.5% ABR floor); SISO ABL DIP Loans - ABR + 4.75% (with a 2.75% ABR floor)	
Canadian Dehua International Mines Group Inc.	Qubo Liu (a 50% shareholder)	CCAA	FTI	03-Jun-22	British Columbia	Mining	0.35	0	0.0%	
MJardin Group Inc., Growforce Holdings Inc., 8586985 Canada Corporation and Highgrade MMJ Corporation	Bridging Finance	CCAA	KSV	02-Jun-22	Ontario	Cannabis	2.00	Upfront fee of \$50,000. Debtor responsible for DIP lender's expenses.	1000.0%	
Freshlocal Solutions Inc. et al.	Third Eye Asset Management Inc. / Ayal Capital Advisors EliteFund LP and Heidi S. Shippell Heiland 2008 Irrevocable Trust	CCAA	EY	16-May-22	British Columbia	Retail	1) TEC - 102) Ayal - 3	1) Closing fee of \$300,000; exit fee of \$300,000; extension fee of \$150,000 payable to extend the maturity date 2) Closing fee of \$90,000	1) Variable interest rate of the RBC Prime Rate + 8% (currently 12.7%) per annum 2) Variable interest rate of the RBC Prime Rate + 5% (currently 9.7%) per annum	The TEC loan was amended by order dated August 5, 2022. These are the amended terms. The Ayal loan was added on the same day.
Choom Holdings Inc.	1) Aurora Cannabis Inc. 2) Secured creditor other than Aurora	CCAA	EY	22-Apr-22	British Columbia	Cannabis	1) 0.82) 0.15	1) Borrower responsible for DIP lender's expenses.	1) 12 2) 12	
Hazelton Development Corporation	Triumph Eastern Investments Inc.	CCAA	Grant Thornton	20-Apr-22	Ontario	Real Estate	9.00	Commitment fee of \$180,000	1300.0%	
0989705 B.C. Ltd. et al.	Gatland, REV and South Street LP	CCAA	A&M	01-Apr-22	British Columbia	Real Estate	1.00	25000	1000.0%	
Eve & Co Incorporated, Natural Medco Ltd. and Eve & Co International Holdings Ltd.	Deans Knight Private Credit GP Inc., as General Partner of Deans Knight Private Credit Limited Partnership and DK Strategic Yield U.S. GP LLC, as General Partner of DK Strategic Yield Master Trust Limited Partnership	CCAA	BDO	25-Mar-22	Ontario	Cannabis	2.20	Facility fee of 60,000. Borrower responsible for DIP lender's expenses.	1200.0%	
Rising Phoenix International Inc.	Interim Financing - Gestion Levy inc. Junior Interim Financing - 6815464 Canada Ltd.	CCAA	Richter	06-Jan-22	Quebec	Education	ancing - 1.75Junior Interim Financing	Unclear - facilities granted under seal	Unclear - facilities granted under seal	
Canada Fluorspar (NL) Inc. and Canada Fluorspar Inc. (collectively "CFI")	(i) Bridging Finance Inc., a body corporate, existing pursuant to the laws of Canada, as agent for the Bridging Funds ("BFI") and (ii) Her Majesty in Right of Newfoundland and Labrador, as represented by the Minister of Industry, Energy and Technology (as successor to the Minister of Tourism, Culture, Industry and Innovation)	CCAA	Grant Thornton	2022Interim Receivership -	Newfoundland	Mining	6.50	N/A	Prime plus 12%	

Trinity Ravine Community Inc.	Nahid Corporation or an affiliate	CCAA	Deloitte	23-Feb-22	Ontario	Real Estate	0.85	1. one-time fee of \$20,000 payable from proceeds of the first Advance; 2. Advance Fee of \$500 plus HST in respect of each Advance; 3. Utilization Fee in respect of any unutilized portion of the DIP Facility at a rate of 0.35% per annum calculated and compounded monthly in arrears; 4. \$40,000 to be applied against the lender's legal fees and disbursements	The greater of 12% or the TD Bank Prime Rate (currently 2.45%) plus 9.55%
BC Craft Supply Co. Ltd.	Avro Capital Corp.	NOI	Crowe MacKay	24-Jan-22	British Columbia	Cannabis	0.42	\$5,000 documentation fee; Borrower responsible for DIP lender's expenses	11.5% per annum, with an additional 3% per annum in the event of a default
BlackRock Mining Inc. et al.	OMF Fund II H Ltd. and Investissement Québec	CCAA	Deloitte	23-Dec-21	Quebec	Mining	2.00		12% per annum
Behr Technologies Inc.	13486826 Canada Inc.	NOI	Farber	03-Dec-21	Ontario	Technology	0.80	\$8,000 commitment fee	12% per annum
Kaisen Energy Corp.	Durum Opportunities LP, an affiliate of Durum Capital Inc.	CCAA	EY	08-Dec-21	Alberta	Oil and Gas	1.00	\$50,000 commitment fee	ATB Financial Prime Rate + 5% per annum and is only payable on amounts advanced under the Interim Lender Facility;
Harte Gold Corp.	1000025833 Ontario Inc., a wholly owned subsidiary of Silver Lake Resources Limited.	CCAA	FTI	07-Dec-21	Ontario	Other	10.80	Borrower responsible for DIP lender's expenses	(a) in the case of the Balance in the Monitor's Account from time to time, 2% per annum; (b) in the case of any portion of the Loan Amount that has been advanced, 5% per annum from the date of the advance
Boreal Capital Partners	Halmont Properties Corporation	CCAA	EY	25-Nov-21	Ontario	Real Estate	10.00	Borrower responsible for DIP lender's expenses	750.0%
Junction Craft Brewing Inc.	100003509 Ontario Limited	NOI		15-Oct-21	Ontario	Food & Accommodation	0.65	0	0.0%
ChronoMetriq Inc. and Health Myself Innovations Inc.	CIBC	NOI	Richter	26-Oct-21	Quebec	Healthcare	1.00	Unclear - term sheet filed under seal.	Unclear - term sheet filed under seal.
Medifocus Inc. (TSX-v:MFS)	Asset Profits Limited	CCAA	Spergel	Sep-21 (NOI)7-Oct-21 (CCAA)	Ontario	Biotech	0.70	Borrower responsible for DIP lender's expenses	900.0%
Drexler Construction Limited, Folmur Construction (2004) Ltd. and Down Under Pipe and Cable Locating Ltd.	Corwin Mortgage Capital Inc.	NOI	Albert Gelman	23-Mar-21	Ontario	Construction	Loan 1 - 1.5 Loan 2 - 1	Loan 1 - \$15,000 brokerage fee and \$1,200 administration fee, plus lender's legal fees Loan 2 - \$10,000 brokerage fee, plus lender's legal fees	Loan 1 - 6.99 Loan 2 - 10, interest only

Coalspur Mines (Operations) Ltd.	Cline Trust Company LLC	CCAA	FTI	26-Apr-21	Alberta	Mining	26.00	Closing fee of US\$50,000. Undrawn amount fee of 2% on any undrawn amounts. The Borrower must also pay for the Lender and Monitor's reasonable expenses in connection with the loan.	1200.0%	
International Fitness Holdings Inc., International Fitness Holdings LP and World Health North LP	First Canadian Cardio-Fitness Clinics Ltd.	NOI	KPMG Raymond Chabot	23-Apr-21	Alberta	Other	10.00	The Borrower is responsible for the Lender's reasonable expenses in connection with the DIP loan, the term sheet and the NOI proceedings.	1000.0%	
BioEnergie AE Cote-Nord Canada Inc.	Biogaz SP senc	CCAA		06-May-21	Quebec	Biotech	0.30			
CannTrust	Cortland Credit Lending Corporation	CCAA	EY	06-May-21	Ontario	Cannabis	22.50	Confidential	Confidential	
Spartan Bioscience Inc.	Casa-Dea Financing Ltd.	NOI continued as CCAA	EY	04-May-21	Ontario	Biotech	0.60	Facility fee of \$6,000. The Borrower is responsible for the Lender's reasonable expenses incurred in connection with the interim financing.	10.0%	
Ardenton Capital Corporation	RCM Capital Management Ltd.	CCAA	KSV	05-Mar-21	British Columbia	Financial Services	5.00	n/a	10.0%	
Just Energy Group Inc. (TSX:JE)	LVS III SPE XV LP, TOCU XVII LLC, HVS XVI LLC and OC II LVS XIV LP	CCAA	FTI	09-Mar-21	Ontario	Oil and Gas	125.00	Commitment fee of \$1.25 million and origination fee of \$1.25 million. The Borrower will be responsible for all of the DIP Lenders' reasonable legal fees incurred in respect of the DIP Financing.	13.0%	
Change of Scandinavia Canada Retail Inc.	Change of Scandinavia Holding A/S and Change of Scandinavia A/S	NOI	Richter Raymond Chabot	02-Mar-21	Quebec	Retail	2.00		15.0%	
Atis Group	BNS	CCAA		24-Feb-21	Quebec	Manufacturing	6.25	Facility fee of \$112,500	Prime plus 3.75%	
TGF Acquisition Parent Ltd., Sun Rich Fresh Foods Inc. and Tiffany Gate Foods Inc.	Cortland Capital Market Services Ltd.	CCAA	EY	17-Feb-21	British Columbia	Food & Accommodation	13.40	Commitment fee of \$516,000.	Either 15% or 12.5%, pursuant to the terms of the Term Sheet	
Rockshield Engineered Wood Products	Hillmount Capital Inc.	NOI	Dodick & Associates	08-Feb-21	Ontario	Manufacturing	1.50	Commitment fee of \$30,000.	11.0%	
Laurentian University	Firm Capital Corporation	CCAA	EY	01-Feb-21	Ontario	Education	25.00	Commitment fee of \$500,000. The Borrower will be responsible for all of the DIP Lender's reasonable legal fees incurred in respect of the DIP Financing.	Floating at the greater of 8.50% Per Annum or the TD Canada Trust Posted Bank Prime Rate of Interest from time to time plus 6.05% Per Annum	
Tradesmen Enterprises Limited Partnership	BMO	NOI	KSV	01-Feb-21	Alberta	Professional Services	1.90	Closing fee of \$65,000. The Borrower and Guarantor must pay the Lender's fees and expenses incurred in connection with the loan and the NOI proceedings.	12.0%	

Yatsen Group of Companies	1699803 Ontario Inc.	CCAA	A&M	25-Jan-21	Ontario	Food & Accommodation	5.00	The Borrower and Guarantors must pay the Lender's fees and expenses incurred in connection with the DIP loan and the CCAA proceedings.	3.0%	
Algold Resources Ltd. (TSX: ALG)	Aya Gold & Silver Inc.	NOI	Raymond Chabot	15-Jan-21	Quebec	Mining	2.40	Commitment fee of \$15,000 and monthly monitoring fee of \$5,000	20.0%	
FIGR Brands, Inc.	Alliance One Tobacco Canada, Inc.	CCAA	FTI	21-Jan-21	Ontario	Cannabis	16.00	The Borrower and Guarantors must pay the Lender's fees and expenses incurred in connection with the DIP loan and the CCAA proceedings.	8.0%	Initial DIP loan was \$8 million. Order dated March 31, 2021 increased amount of DIP loan to \$13 million. Order dated June 10, 2021 increased amount of DIP loan to \$16 million.
Greenfire Hangingstone Operating Corporation	Trafigura Canada General Partnership	NOI	A&M	08-Oct-20	Alberta	Technology	20.00	The Borrower must pay the Lender's reasonable fees and expenses in connection with the DIP Financing term sheet and monitoring thereof and the BIA proceedings.	LIBOR plus 8%	
33 Laird Inc. et al.	An Affiliate of Beaux Properties International Inc.	NOI	MNP	03-Dec-20	Ontario	Real Estate	0.25		10.0%	
King Street Restaurant Group	Third Eye Capital	CCAA	MNP	06-Nov-20	Ontario	Food & Accommodation	3.20	3% closing fee	12.0%	ARIO increased amount of DIP Commitment from \$1.2 million to \$1.4 million. DIP was later increased by subsequent orders to \$3.2 million.
2505243 Ontario Limited	Peter and Paul's Gifts Limited	NOI	KSV	16-Oct-20	Ontario	Food & Accommodation	1.50		5.0%	The initial amount approved was 0.3 million. This amount was increased by later court orders.
Creditloans Canada Financing Inc. (o/a Progressa) and Creditloans Canada Capital Inc.	JWC Opportunities Fund Inc.	CCAA	BDO	30-Sep-20	British Columbia	Financial Services	2.50		12.0%	
Hematite Group	Woodbridge Foam Corporation	CCAA	KPMG	18-Sep-20	Ontario	Automotive	6.00	The Borrowers must pay the Lender's reasonable fees and expenses in connection with the CCAA proceedings.	15.0%	

								1) The Borrowers must pay the Lender's reasonable fees and expenses in connection with the CCAA proceedings. 2) Standby fee of 2% on any undrawn portion; 3% commitment fee; exit fee of \$160,000-\$400,000, calculated on the basis of how much is drawn down. The Borrower must also pay the Lender's reasonable expenses in connection with the DIP		The first USD \$1 million loan was obtained as an interim loan while the debtors were in discussions to obtain the second USD \$5 million loan. The charge securing the second loan ranks ahead of the charge securing the first loan.
UrtheCast Corp.	1) 1262743 B.C. Ltd. 2) HCP-FVL, LLC	CCAA	EY	04-Sep-20	British Columbia	Technology	loan facility and USD \$2mm rev	loan.	18.0%	
PharmHouse Inc.	Canopy Rivers Corporation	CCAA	EY	15-Sep-20	Ontario	Cannabis	10.74	The Borrower must pay the Lender's reasonable costs and expenses (including legal) incurred by or on behalf of the Lender in respect of the Facility or any loan documents and in connection with the enforcement of the Lender's rights thereunder.	8.0%	Order dated December 18, 2020 increased amount of DIP from 7 to 9.70 million. Order dated February 25, 2021 increased amount of DIP to 10.40 million. Order dated March 11, 2021 increased amount of DIP to 10.74 million.
Mountain Equipment Co-operative Groupe Dynamite	Toronto-Dominion Bank, Royal Bank of Canada and Canadian Imperial Bank of Commerce 10644579 Canada Inc.	CCAA CCAA	Alvarez & Marsal Deloitte	14-Sep-20 04-Sep-20	British Columbia Quebec	Retail Retail	100.00 10.00	The Interim Lenders also provided the petitioners' pre-filing credit facilities, so an "amendment fee" of \$250,000 is payable on the execution of the Interim Financing Credit Agreement. The petitioners are also required to reimburse the Interim Lenders for all reasonable and documented expenses in connection with the Interim Financing Facility and Interim Financing Credit Agreement.	Interest is payable on the outstanding principal amount at the applicable rate per annum for the Prime Rate, BA Rate and LIBO Rate Loans, any unused line fee, and the Default Rate for past due payments (all as defined in the Updated Credit Agreement), plus a rate of 2% per annum, payable on the Maturity Date	11.0%

Port Capital Development (EV) Inc.	Desjardins Financial Security Life Assurance Company	CCAA	EY	29-May-20	British Columbia	Real Estate	1.80	Commitment fee of \$25k. The Borrower will be responsible for all of the Interim Lender's reasonable legal fees incurred in respect of the Interim Financing and CCAA proceedings.	The higher of (a) the prime rate posted by the Fédération des caisses Desjardins du Québec plus 9.55% per annum, or (b) 12% per annum, accruing daily in arrears on the outstanding amount of the DIP Facility from time to time	Order dated June 8, 2020 added DIP charge and order dated March 1, 2021 increased amount of DIP charge from \$1.25 million to \$1.5 million. Order dated June 16, 2021 increased amount of DIP charge to \$1.8 million.
Reitmans (Canada) Limited	Bank of Montreal and Roynat Inc.	CCAA	EY	19-May-20	Quebec	Retail	60.00	The interim financing provides for: 1) a standby charge of 0.6% on amounts committed and not drawn; 2) a commitment fee of \$360k payable on court approval of the interim facility; and 3) reimbursement of the reasonable out-of-pocket expenses.	Prime + 5%	
Tidal Health Solutions	Iostesso Holdings Inc. or an affiliate thereof	NOI	PwC	30-Jul-20	Quebec	Cannabis	1.00	The Borrower shall pay all the Interim Lender's legal fees (on a solicitor-client, full indemnity basis) and out-of-pocket disbursements and any costs of realization and enforcement, in each case in connection with the facility.	11.0%	
Northern Pulp Nova Scotia Corporation Glenogle Energy Inc. and Glenogle Energy Limited Partnership	Paper Excellence Canada Holdings Corporation (in its capacity as Lender) together with one or more other financial institutions or investment funds HSBC	CCAA NOI	EY EY	19-Jun-20 14-May-20	Nova Scotia Alberta	Agriculture Oil and Gas	21.00 2.30	Commitment fee of 2.5% on any advance and standby fee of 2.5% on any unadvanced portion. Agency fee of \$5,000 per annum.	10.0%	Amount of DIP was increased from \$13 million to \$21 million on April 22, 2021
Moores	JPMorgan Chase Bank, N.A., and a syndicate of lenders	CCAA (recognition of Texas proceeding as foreign main proceeding)	Grant Thornton	05-Aug-20	Ontario	Chapter 11 Debtors' obligations under Prepetition AB		Commitment fee and letter of credit fee calculated pursuant to a formula in the DIP agreement includes a	Interest calculated pursuant to a formula in the DIP agreement	

Bow River Energy Ltd.	2270943 Alberta Ltd.	CCAA	BDO	01-Jun-20	Alberta	Oil and Gas	1.10	The Borrower shall pay all of the Interim Lender's legal fees and out of pocket disbursements and any costs of realization or enforcement, in each case in connection with or otherwise related to the Interim Facility, the Interim Lender Charge, the other Interim Financing Credit Documentation or the CCAA Proceedings.	8.0%	
Korite International	5024639 Ontario Inc.	CCAA	BDO	30-Jun-20	Alberta	Manufacturing	0.70	The Borrower shall pay all of the Interim Lender's legal fees and out of pocket disbursements and any costs of realization or enforcement, in each case in connection with or otherwise related to the Interim Facility, the Interim Lender Charge, the other Interim Financing Credit Documentation or the CCAA Proceedings	Prime plus 3.5% per annum	
GNC Holdings	GLAS Trust Company as agent and JP Morgan Chase Bank, N.A.	CCAA - Chapter 11 Recognition Order	FTI	24-Jun-20	Ontario	Retail		(GLAS) and 305 (JP Morgan Chase)		
Peraso Technologies Inc.	Roadmap Capital General Partner Ltd., Roadmap Peraso LP III (U.S. and Offshore) and XCOM Labs, Inc.	CCAA	EY	03-Jun-20	Ontario	Technology	Confidential		6% per annum and 8% per annum on overdue amounts	
Cequence Energy Ltd.	Confidential	CCAA	EY	29-May-20	Alberta	Oil and Gas	7.00		9% per annum on drawn funds and 1% per annum on undrawn funds. Default interest is an additional 3% on all amounts outstanding.	
Green Growth Brands Inc.	All Js Greenspace LLC	CCAA	EY	20-May-20	Ontario	Cannabis	US14.2		5% per annum	Amount of DIP loan increased from US7.8 million to US10 million and subsequently US 14.2 million
Dominion Diamond Mines	Washington Diamond Lending, LLC and a syndicate of lenders	CCAA	FTI	23-Apr-20	Alberta	Mining	60.00	DMI shall pay all outstanding fees and expenses to date of the Existing Credit Facility Lenders, including legal and financial advisory expenses, via the initial draw under the Interim Facility	5.25% per annum, payable monthly, and increases to 7.25% in the event of a default	

Beleave Inc.	Hegedus Consulting Services Inc.	CCAA	Grant Thornton	05-Jun-20	Ontario	Cannabis	0.50		Interest shall accrue upon the occurrence of any of the following events: (i) in accordance with the terms set out in Schedule "E" of the Stalking Horse APA; or (ii) upon the occurrence of an Event of Default hereunder	
Entrec Corporation	Wells Fargo Capital Finance Corporation Canada as Administrative Agent	CCAA	A&M	14-May-20	Alberta	Transportation	30.00	Amendment fee of \$250,000 (interim facility is provided as amendment to existing credit facilities)	8.0%	
Redrock Camps Inc.	Invico Diversified Income Limited Partnership	CCAA	BDO	13-May-20	Alberta	Food & Accommodation	2.50	Commitment fee of \$50,000	10.0%	
Quest University Canada	RCM Capital Management Limited	CCAA	PWC	16-Jan-20	British Columbia	Education	8.20	Commitment fee of \$35,000; structuring fee of 4% on each drawdown	9% until the maturity rate; 15% thereafter	
JMB Crushing Systems	ATB Financial / Canadian Aggregate Resource Corporation	CCAA	FTI	01-May-20	Alberta	Manufacturing	0.9 / 0.5		10% / 10%	
Aldo Group	National Bank of Canada	CCAA	EY	07-May-20	Quebec	Retail	60.00	Standby charge of 1.25% on amounts committed and not drawn and commitment fee of \$600,000	LIBOR + 5.5% for the first 9 months and LIBOR + 6.5% thereafter. An additional 2% applies where there is a default.	
True Leaf Brands	Lind Asset Management XV, LLC	NOI	FTI	03-Apr-20	British Columbia	Manufacturing	0.70	Facility fee of \$14,000 and diligence fee of \$5,000	10.0%	
HealthChain	REDDS Technology Fund I LP	NOI	Dodick & Associates	28-Feb-20	Ontario	Technology	0.20	Commitment fee of \$4,000	10.0%	
1348441 Ontario Inc. o/a Solutions Your Organized Living Store	Gurmej Walia	NOI	Dodick Landau	26-Mar-20	Ontario	Retail	0.50		0.0%	*Note: lender is debtor's principal shareholder
Kahunaverse Sports Group	Grayrock Capital Incorporated	NOI	PwC	11-Mar-20	British Columbia	Retail	1.40	\$150,000 retainer deemed to be initial drawdown; structuring fee of 2% of principal to be paid to lender and deducted from initial drawdown on closing	8.0%	
James E. Wagner Cultivation Corporation	Trichome Financial Corp.	CCAA	KSV	01-Apr-20	Ontario	Cannabis	8.20	Commitment fee of \$120,000	10.0%	DIP amount increased through subsequent DIP amendment orders
Green Relief	1) Antonio Battaglia / Dr. Neilank Jha; 2) 2650064 Ontario Inc.	CCAA	PwC	08-Apr-20	Ontario	Cannabis	1) 0.25 / 0.5; 2) 1.5	2) The Company must pay the DIP Lender's reasonable costs and expenses to a maximum of \$100,000	1) 5%; 2) 5%	Second DIP loan obtained in connection with proposed sale of company
Pure Global Cannabis Inc. et al.		CCAA	EY	19-Mar-20	Ontario	Cannabis	4.00	2.25% of DIP facility	9.3%	

Lydian International Limited	Orion Co IV (ED) Limited, Resource Capital Fund VI L.P. and Osisko Bermuda Limited	CCAA	Alvarez & Marsal	23-Dec-19	Ontario	Mining	Confidential		Confidential	
Eureka 93 Inc.	Spouter Corporation Inc., David and Donna VanSegbrook	NOI	Deloitte	14-Feb-20	Ontario	Cannabis	2.30	Commitment fee of \$320,000	15.0%	
2607380 Ontario Inc.	Meridian	CCAA	Richter	26-Feb-20	Ontario	Real Estate	7.18	Commitment fee of \$107,000, availability fee of \$2,000 per month.	9.3%	
Air Georgian Limited	2229275 ALberta Ltd.	NOI	KPMG	31-Jan-20	Ontario	Aviation	0.80		12.0%	
Pier 1 Imports (U.S.), Inc.	Various pre-petition lenders	Foreign order recognition	Alvarez & Marsal	18-Feb-20	Ontario	Retail	USD \$256.0	\$2.4 million in aggregate fees (equal to 0.9% of the total financing)	Revolving loans: LIBOR + 3% FILO Loans: LIBOR + 4.5% ABL Term Loan: LIBOR + 8%	
Ontario Graphite	Orion Corporation	CCAA	Deloitte	12-Feb-20	Ontario	Mining	2.75		15.0%	
Invictus MD Strategies	ATB Financial	CCAA	PwC	13-Feb-20	British Columbia	Cannabis	3.00	\$60,000 upfront fee (2% of total commitment, \$500/mo. monitoring fee.	10.0%	
Rebuts Solides Canadiens inc. et al	RECYC-QUÉBEC and le Ministre de l'Environnement de la Lutte contre les changements climatiques	CCAA	PwC	03-Feb-20	Quebec	Recycling	9.00		5.0%	
AgMedica Bioscience Inc.	SV V Bridge III, LP	CCAA	EY	02-Dec-19	Ontario	Cannabis	7.50		9.5%	
Fortress Global Enterprises Inc.	Investissement Quebec	CCAA	Deloitte	16-Dec-19	Quebec	Forestry	17.00		10.0%	Commitment was initially \$6 million but was increased by subsequent orders.
Prendville Industries Ltd.	CIBC	NOI	EY	05-Dec-19	Ontario	Forestry	1.55		CIBC prime rate + 4.0%	
Trade Secret Web Printing Inc.	B&Y Property Holdings Inc.	NOI	Crowe Soberman	22-Nov-19	Ontario	Printing	0.25	2% closing fee	5.0%	
Gestion KnightsBridge Inc. and Investissements KnightsBridge S.E.C.	Claric Drolet Limited Partnership and Claric Bromont Limited Partnership	NOI	Richter	15-Nov-19	Quebec	Real Estate	0.10		10.0%	
Viafoura Inc.	Intercap Equity Inc.	NOI	KSV	01-Dec-19	Ontario	Technology	1.00	1% of loan payable upon each extension of loan maturity beyond January 30, 2020.	RBC prime rate plus 2%	
Wayland Group Corp. et al	The House of Turlock Ltd.	CCAA	PwC	02-Dec-19	Ontario	Cannabis	1.10	\$50,000 initial commitment fee, subsequent commitment fee equal to the greater of \$125,000 and 4% of the difference between the maximum DIP availability and the amount of the initial advance.	13.0%	
AgMedica Bioscience Inc.	Hillmount Capital Inc.	CCAA	EY	02-Dec-19	Ontario	Cannabis	7.50	2.25% commitment fee	9.5%	
North American Fur Auctions Inc.	Waygar Capital Inc.	CCAA	Deloitte	31-Oct-19	Ontario	Distribution	USD \$5.0	2% closing fee	12.0%	
Accel Energy Canada Limited	Third Eye Capital Corporation (as agent) and ICC Credit Holdings Ltd. and other parties as lenders.	NOI	PwC	21-Oct-19	Alberta	Oil and Gas	38.00	\$600.0M closing fee	12.0%	
DEL Equipment Inc.	Diesel Equipment Limited	CCAA	MNP	22-Oct-19	Ontario	Automotive	1.00		6.5%	