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IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF ARIZONA

In re: ELEVATION GOLD MINING CORPORATION, et al., Debtor in a Foreign Proceeding.	In Proceedings Under Chapter 15 Case No. 2:24-bk-06359-EPB Jointly Administered with: Case No. 2:24-bk-06364-DPC Case No. 2:24-bk-06367-BKM Case No. 2:24-bk-06368-MCW Case No. 2:24-bk-06370-EPB Case No. 2:24-bk-06371-DPC **JOINT MOTION FOR ORDER: (A) APPROVING SETTLEMENT AGREEMENT AMONG PATRIOT GOLD CORP. AND DEBTORS; (B) RECOGNIZING AND ENFORCING THE ENHANCED POWERS ORDER FOR LIMITED SETTLEMENT PURPOSES; (C) AUTHORIZING AND DIRECTING THE MONITOR TO EXECUTE SETTLEMENT DOCUMENTS ON BEHALF OF THE NON-GVC DEBTORS; AND (D) GRANTING RELATED RELIEF**

This Joint Motion (the "**Joint Motion**") is filed by (i) Patriot Gold Corp. ("**Patriot**"), and (ii) Debtors Golden Vertex Corp. ("**GVC**"), Elevation Gold Mining Corporation, Golden Vertex (Idaho) Corp., Eclipse Gold Mining Corporation, Alcmene

Mining Inc., and Hercules Gold USA LLC (collectively with GVC, the "**Debtors**" and collectively with Patriot, the "**Parties**"). Pursuant to Federal Rule of Bankruptcy Procedure 9019, the Parties hereby request that the Court approve the Settlement Agreement dated as of July 22, 2026 between Patriot and the Debtors (the "**Settlement Agreement**"), a copy of which is attached to this Motion as **Exhibit "1"**. An agreed form of *Order Approving Settlement Agreement Among Patriot Gold Corp. And Debtors And Granting Related Relief* (the "**Approval Order**") is attached to the Settlement Agreement as Exhibit A, and has been approved by the Parties as part of the Settlement Agreement.[1] A stipulated judgment (the "**Stipulated Judgment**") that the Parties propose be entered in the Adversary Proceeding (as discussed below) in accordance with the Settlement Agreement is attached to the Settlement Agreement as Exhibit B.

I. BACKGROUND.

1. On July 30, 2024, GVC and the other Debtors filed a petition in the Supreme Court of British Columbia (the "**Canadian Court**") under the Canadian Companies' Creditors Arrangement Act (the "**Canadian Proceeding**"). AlixPartners Restructuring, Inc. (formerly KSV Restructuring Inc.), is the court appointed monitor (the "**Monitor**") appointed by the Canadian Court in the Canadian Proceeding.

2. On August 2, 2024, the Monitor filed Chapter 15 petitions for each of the Debtors in the United States Bankruptcy Court for the District of Arizona (the "**Bankruptcy Court**") initiating the above-captioned Chapter 15 Bankruptcy case, jointly administered under Case No. 2:24-bk-06359-EPB (the "**Bankruptcy Proceeding**"). The Monitor is the foreign representative of the Debtors in the Bankruptcy Proceeding.

3. Pursuant to the Royalty Deed described in the Settlement Agreement, Patriot owns a royalty interest in an Arizona gold and silver mine owned by GVC, which is called the Moss Mine. GVC and the other Debtors raised disputes regarding Patriot's royalty interest. On November 19, 2024, Patriot initiated in the Bankruptcy Proceeding Adversary

[1] Unless stated otherwise herein, all capitalized terms shall have the same meaning as defined in the Settlement Agreement.

Proceeding No. 2:24-ap-00253-EPB (the "**Adversary Proceeding**") against GVC and the other Debtors. In the Adversary Proceeding, Patriot asserted claims against the Debtors for: (a) a declaratory judgment that the Royalty Deed granted to Patriot a real property interest in minerals at the Moss Mine and the proceeds therefrom; (b) an accounting; (c) turnover; (d) constructive trust; (e) conversion; (f) breach of contract; (g) breach of implied duty of good faith and fair dealing; (h) aiding and abetting conversion; and (i) unjust enrichment, as well as claims for punitive damages and attorneys' fees. [Adv. Dkt. 24]. The Debtors denied all claims alleged against them. [Adv. Dkt. 28].

4. In December of 2024, the Monitor and the Debtors asked the Canadian Court in the Canadian Proceeding to approve a sale (the "**Canadian Sale**") of Debtor Elevation Gold Mining Corporation's ownership interests in GVC to a non-Debtor buyer. On December 17, 2024, the Canadian Court entered an order approving the sale transaction, and on December 30, 2024 the Bankruptcy Court in the Bankruptcy Proceeding entered an Order recognizing the Canadian Sale [Bankruptcy Proceeding Adm. Dkt. No. 153] (the "**Recognition Order**"), subject to the terms, conditions, and limitations stated in the Recognition Order. The Canadian Sale closed on December 31, 2024. GVC was then immediately dismissed from the Canadian Proceeding and has continued to own and operate the Moss Mine since that time under its new ownership. After the closing of the Canadian Sale, the officers and directors of the non-GVC Debtors resigned or were terminated, and the Monitor has managed the remaining affairs of the non-GVC Debtors in the Canadian Proceeding.

5. On December 17, 2024, the Canadian Court entered that certain Order Made After Application (Enhanced Powers Order) in the Canadian Proceeding, a copy of which is attached hereto as **Exhibit "2"** (the "**Enhanced Powers Order**"). Among other things, the Enhanced Powers Order authorizes the Monitor, on behalf of and in the name of the Petitioners, to exercise powers that may properly be exercised by a board of directors or officers of the Petitioners, including the authority to execute agreements, documents, and instruments; initiate, prosecute, defend, continue, settle, or compromise proceedings; and

engage, negotiate, agree, and settle with creditors. The Enhanced Powers Order also provides certain protections and limitations on liability in favor of the Monitor and requests the aid and recognition of courts in the United States to give effect to the Enhanced Powers Order.

6. On June 3, 2026, Patriot and GVC conducted a mediation in the Adversary Proceeding with the Honorable Paul Sala serving as mediator (the "**Mediation**"). The Mediation was successful, and the Parties have agreed to a global resolution that includes a resolution of all claims asserted in the Adversary Proceeding under the terms and conditions stated in the Settlement Agreement.

II. PRIMARY TERMS OF THE SETTLEMENT AGREEMENT.

The primary terms of the Settlement Agreement are summarized as follows:[2]

a. A stipulated final judgment will be entered in the Adversary Proceeding. Among other things, the Stipulated Judgment shall be a final judgment and shall: (a) adjudicate that the Royalty Deed creates, and Patriot owns, a real property interest in the minerals and their proceeds at the Moss Mine that is valid, binding, and enforceable against GVC and any successor owner of the Moss Mine; (b) provide that the Parties have resolved the other claims asserted in the Adversary Proceeding through agreed terms (as stated in the Settlement Agreement), with each of the Parties to bear its own attorneys' fees and costs; and (c) provide for dismissal of the Adversary Proceeding. A copy of the Stipulated Judgment is attached to the Settlement Agreement as Exhibit B.

b. GVC has made or will make certain Settlement Payments to Patriot as provided in Section 6 of the Settlement Agreement.

c. GVC acknowledges the nature of Patriot's royalty interest and agrees to perform its obligations under the Royalty Deed going forward, including the calculation and timely payment of the royalties owing to Patriot. *See* Settlement Agreement, Sections 7 and 8.

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[2] The following is provided as a summary of key terms only. To the extent of any conflict or inconsistency between the Settlement Agreement and the summary (or anything else) contained in this Joint Motion, the Settlement Agreement shall control.

d. Patriot will release its claims against the "GVC Residual Assets" as provided in Section 9 of the Settlement Agreement.

e. The Parties agree to a comprehensive mutual release of claims. *See* Settlement Agreement, Sections 11 and 12.

III. THE SETTLEMENT AGREEMENT SHOULD BE APPROVED.

Federal Rule of Bankruptcy Procedure 9019(a) authorizes the Court to approve compromises and settlements. The Court has broad discretion in approving compromise agreements, and may approve them if they are fair and equitable. *See In re Woodson*, 839 F.2d 610, 620 (9th Cir. 1988). As noted in *Woodson*, the Court should analyze a proposed compromise considering the following factors as applicable here: (a) the probability of success in litigation; (b) the complexity of the litigation involved, as well as the expenses, inconvenience and delay necessarily attendant to the litigation; and (c) the paramount interest to the creditors with a proper deference to their reasonable views.[3] *Id. See also In re A&C Properties*, 784 F.2d 1377 (9th Cir. 1986).

The Ninth Circuit has held that the Bankruptcy Court has great latitude in approving settlement agreements. *Woodson*, 839 F.2d at 620. In considering a proposed settlement agreement, the Court need not decide questions of law or fact raised in the controversies sought to be settled or determine that the proposed agreement is the best possible outcome. Rather, the Court need only canvass the issues to determine whether the proposed settlement falls "below the lowest point in the zone of reasonableness." *See Newman v. Stein*, 464 F.2d 689, 693 (2d Cir. 1972); *see also In re Pacific Gas & Electric Co.*, 304 B.R. 395, 417 (Bankr. N.D. Cal. 2004) ("[i]t is not necessary to satisfy each of these factors provided that the factors as a whole favor approving settlement"); *In re Pennsylvania Truck Lines, Inc*., 150 B.R. 595, 598 (Bankr. E.D. Pa. 1992) (holding that a bankruptcy court

[3] Courts also consider the difficulty, if any, to be encountered in collection. However, because the claims at issue here are against the Debtors, this factor is not relevant. *In re Covenant Partners, L.P.*, 541 B.R. 804, 808 (Bankr. E.D. Pa. 2015) ("As this compromise proposes to settle a claim against the estate and does not provide for affirmative recovery on the estate's behalf, ability to collect is not implicated.")

must consider these factors to see whether the settlement falls below the lowest point in the range of reasonableness); *In re Planned Protective Services, Inc*., 130 B.R. 94, 99 n.7 (Bankr. C.D. Cal. 1991) (if the compromise does not fall below the threshold of reasonableness, the settlement should be approved). Accordingly, the Court should approve the Settlement Agreement if it finds that the agreement does not fall below the threshold of reasonableness.

The Parties believe that the Settlement Agreement is in the best interests of the Parties, including the Debtors and their respective bankruptcy estates, and should be approved under all of the applicable factors. The Settlement Agreement provides for a consensual resolution of the complex and protracted Adversary Proceeding, which involves complex legal and factual issues, and in which Patriot asserts very substantial monetary and other claims against the Debtors. The Debtors and their estates will no longer confront the delay and expense of continued litigation. In addition, the Settlement Agreement provides for a resolution of Patriot's monetary claims at a substantial discount from the full amounts asserted by Patriot. The Settlement Agreement also provides for a release of Patriot's claims against the GVC Residual Assets, which can be made available for distribution to other creditors.

In short, every factor applicable to approval of settlements weighs strongly in favor of approval of the Settlement Agreement.

IV. IT IS APPROPRIATE FOR THE MONITOR TO BE AUTHORIZED TO EXECUTE THE SETTLEMENT AGREEMENT AND RELATED DOCUMENTS ON BEHALF OF THE NON-GVC DEBTORS.

The Monitor is the court appointed monitor for the Debtors in the Canadian Proceeding and the Bankruptcy Court approved foreign representative of the Debtors in the Bankruptcy Proceeding. Since the December 31, 2024 closing of the Canadian Sale and the resignation or termination of the officers and management personnel of the non-GVC Debtors, the Monitor has managed the remaining affairs of the non-GVC Debtors in the Canadian Proceeding. The Canadian Court entered the Enhanced Powers Order to address that circumstance. The Enhanced Powers Order authorizes the Monitor, on behalf

of and in the name of the Petitioners, to exercise powers that otherwise could be exercised by the Petitioners' directors or officers, including authority to execute agreements, settle with creditors, and settle or compromise proceedings.

In connection with approval of the Settlement Agreement under Bankruptcy Rule 9019, the Parties request that this Court recognize and enforce the Enhanced Powers Order in the Bankruptcy Proceeding and the Adversary Proceeding solely for the limited purpose of authorizing the Monitor to attend to all matters relating to the Settlement Agreement, including execution, delivery, performance, and implementation of the Settlement Agreement, the Stipulated Judgment, releases, dismissals, filings, notices, certificates, and any related settlement documents on behalf of the non-GVC Debtors.

This limited relief is necessary and appropriate because the Canadian Court granted the Monitor the necessary authority on behalf of the Debtors, the non-GVC Debtors no longer have officers or directors available to execute the Settlement Agreement and related settlement documents, and the Parties require certainty that the Settlement Agreement, releases, Stipulated Judgment, and resolution of the Adversary Proceeding will be valid, binding, and enforceable against all applicable Debtors.

Accordingly, the Monitor should be authorized and directed, solely in its capacity as the court appointed monitor and foreign representative, and not in its personal or corporate capacity, to execute and deliver the Settlement Agreement, the Stipulated Judgment, and the other documents related thereto on behalf of the non-GVC Debtors, and that such execution and delivery is valid, effective, enforceable and shall bind each of the non-GVC Debtors thereto (subject to Bankruptcy Court approval of the Settlement Agreement pursuant to this Joint Motion). The Monitor shall have no personal, corporate, or other liability under or in connection with the Settlement Agreement, the Stipulated Judgment, the Royalty Deed, or any related settlement documents.

V. CONCLUSION.

WHEREFORE, the Parties request that the Court enter an Order as follows:

A. Approving this Joint Motion and the Settlement Agreement pursuant to the terms and conditions stated in the proposed Approval Order agreed to by the Parties, which is attached to the Settlement Agreement as Exhibit A;

B. Recognizing and enforcing the Enhanced Powers Order in the Bankruptcy Proceeding and the Adversary Proceeding solely for the limited purpose of authorizing and directing the Monitor, in its capacity as court-appointed monitor and foreign representative, and not in its personal, corporate, or any other capacity, to attend to all matters relating to the Settlement Agreement, including execution, delivery, performance, and implementation of the Settlement Agreement, the Stipulated Judgment, releases, dismissals, filings, notices, certificates, and any related settlement documents on behalf of the non-GVC Debtors, and finding that such execution, delivery, performance, and implementation is valid, effective, binding, and enforceable against each of the non-GVC Debtors;

C. Finding that the Monitor shall have no personal, corporate, or other liability under or in connection with the Settlement Agreement, the Stipulated Judgment, the Royalty Deed, or any related settlement documents, and that the Monitor is entitled to the protections, limitations of liability, and rights afforded to it under the Enhanced Powers Order in connection with the actions authorized by the Approval Order;

D. Denying any objections to this Joint Motion;

E. Authorizing the Parties to take all actions, and to execute such further documentation, as necessary or appropriate to implement and perform under the Settlement Agreement, and to carry out the intent and accomplish the purposes of the Settlement Agreement and the consummation of the transactions contemplated thereby; and

F. Granting such other and further relief as is just in the circumstances.

DATED this 3rd day of August, 2026.

FENNEMORE CRAIG, P.C.

By: */s/ Stacy Porché*
Anthony W. Austin
Tyler D. Carlton
Stacy Porché
Attorneys for Debtors

QUARLES & BRADY LLP

By: */s/ John A. Harris*
John A. Harris
Anthony F. Pusateri
Dallin B. Hendricks
Attorneys for Patriot Gold Corp.

Exhibit "1"

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EXECUTION VERSION

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Settlement Agreement") dated as of July 22, 2026, is made and entered into by and among (i) Patriot Gold Corp., a Nevada corporation ("Patriot"), (ii) Golden Vertex Corp., an Arizona corporation ("GVC"); (iii) Elevation Gold Mining Corporation, a British Columbia corporation ("Elevation Gold"); (iv) Golden Vertex (Idaho) Corp., a Nevada corporation ("Golden Vertex Idaho"); (v) Eclipse Gold Mining Corporation, a British Columbia corporation ("Eclipse Gold"); (vi) Alcmene Mining, Inc., a British Columbia corporation ("Alcmene Mining"); and (vii) Hercules Gold USA LLC, a Nevada limited liability company ("Hercules Gold"). GVC, Elevation Gold, Golden Vertex Idaho, Eclipse Gold, Alcmene Mining, and Hercules Gold are referred to herein collectively as the "Debtors". Patriot and the Debtors are referred to herein collectively as the "Parties."

RECITALS

FIRST: On July 30, 2024, GVC and the other Debtors filed a petition in the Supreme Court of British Columbia (the "Canadian Court") under the Canadian Companies' Creditors Arrangement Act (the "Canadian Proceeding") and KSV Restructuring Inc. was appointed as the court-appointed monitor (the "Monitor") of the Debtors in the Canadian Proceeding. Effective June 1, 2026, KSV Restructuring Inc. merged with AlixPartners Restructuring, Inc. and continues under the name "AlixPartners Restructuring, Inc."

SECOND: On August 2, 2024, the Debtors filed Chapter 15 petitions in the United States Bankruptcy Court for the District of Arizona (the "Bankruptcy Court") initiating the jointly administered Chapter 15 Bankruptcy Case No. 2:24-bk-06359-EPB (the "Bankruptcy Proceeding").

THIRD: On November 19, 2024, Patriot initiated in the Bankruptcy Proceeding Adversary Proceeding No. 2:24-ap-00253-EPB (the "Adversary Proceeding") against GVC and the other Debtors. In the Adversary Proceeding, Patriot asserted claims against the Debtors for: (a) a declaratory judgment that the Royalty Deed granted to Patriot is a real property interest in minerals at the Moss Mine and the proceeds therefrom; (b) an accounting; (c) turnover; (d) constructive trust; (e) conversion; (f) breach of contract; (g) breach of implied duty of good faith and fair dealing; (h) aiding and abetting conversion; and (i) unjust enrichment, as well as claims for punitive damages and attorneys' fees. [Adv. Dkt. 24]. The Debtors denied all claims alleged against them. [Adv. Dkt. 28].

FOURTH: On June 3, 2026, Patriot and GVC conducted a mediation in the Adversary Proceeding with the Honorable Paul Sala serving as mediator (the "Mediation").

FIFTH: The Parties have agreed to resolve the claims asserted in the Adversary Proceeding under the terms and conditions stated in this Settlement Agreement. As stated

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below, this Settlement Agreement is subject to approval of the Bankruptcy Court in the Bankruptcy Proceeding.

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Accuracy of Recitals.** Each of the Parties acknowledges and agrees that the Recitals set forth above are accurate and, by this reference, are hereby incorporated into and made a part of the body of this Settlement Agreement.

2. **Definitions.** For purposes of this Settlement Agreement the following capitalized terms shall have the meanings stated below in this Section.

"Additional Payment" has the meaning stated in Section 6 below.

"Adversary Proceeding" has the meaning stated in the Recitals above.

"Agreed Settlement Terms" means the settlement terms that were read into the Adversary Proceeding record and approved by Patriot and GVC at the Mediation, all as entered at Docket No. 133 of the Adversary Proceeding.

"Alcmene Mining" has the meaning stated in the Preamble above.

"Approval Order" means an order of the Bankruptcy Court entered in the Bankruptcy Proceeding, in form and substance acceptable to the Parties (and substantially in the form of the agreed order attached to this Settlement Agreement as **Exhibit A**), approving this Settlement Agreement and the transactions contemplated hereby.

"Bankruptcy Court" has the meaning stated in the Recitals above.

"Bankruptcy Proceeding" has the meaning stated in the Recitals above.

"Canadian Court" has the meaning stated in the Recitals above.

"Canadian Proceeding" has the meaning stated in the Recitals above.

"Claim" and **"Claims"** mean any and all manner of action or actions, cause or causes of action, claims, suits, damages (whether general, special, compensatory, exemplary, or punitive), debts, liabilities, demands, obligations, costs, expenses, losses of any nature whatsoever, attorneys' fees (whether incurred prior to or after the date hereof), whether known or unknown, liquidated or unliquidated, fixed, contingent, direct or indirect, suspected or unsuspected, and whether based on contract, tort, statute, or other legal or equitable theory of recovery.

"Debtors" has the meaning stated in the Recitals above.

"Eclipse Gold" has the meaning stated in the Preamble above.

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"Effective Date" has the meaning stated in Section 3 below.

"Elevation Gold" has the meaning stated in the Preamble above.

"Golden Vertex Idaho" has the meaning stated in the Preamble above.

"GVC" has the meaning stated in the Preamble above.

"**GVC Residual Assets**" means the funds actually held and preserved by the Monitor in the Canadian Proceeding pursuant to Paragraph 5(b) of the Sale Recognition Order.

"Hercules Gold" has the meaning stated in the Preamble above.

"Injunction Order" means the Bankruptcy Court's Minute Entry Order dated December 22, 2025 entered in the Adversary Proceeding [Adv. Dkt. 119], which granted Patriot's Second Motion for Preliminary Injunction.

"Mediation" has the meaning stated in the Recitals above.

"**Monitor**" has the meaning stated in the Recitals above.

"**Moss Mine**" means the gold and silver mine located in Mohave County, Arizona that comprises certain patented and unpatented lode mining claims and areas of interest and related property which are subject to the Royalty Deed.

"**Non-GVC Debtors**" means Elevation Gold, Eclipse Gold, Golden Vertex Idaho, Alcmene Mining, and Hercules Gold.

"Patriot" has the meaning stated in the Preamble above.

"Released Debtor Parties" has the meaning stated in Section 11 below.

"Released Patriot Parties" has the meaning stated in Section 12 below.

"Royalty Deed" means that certain Royalty Deed (Patented and Unpatented Mining Claims) dated as of May 25, 2016 that was recorded in the official real property records of Mohave County, Arizona on May 26, 2016 at recorder's number FEE#2016023500.

"Royalty" means 3% of the Net Smelter Returns generated by mineral production at the Moss Mine as provided in the Royalty Deed.

"Sale Recognition Order" means the Order Recognizing and Enforcing Canadian Sale Order and Distribution Order as Amended by the Court entered in the Bankruptcy Proceeding [Adm. Dkt. 153].

"Settlement Agreement" has the meaning stated in the Preamble above.

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"Settlement Payments" has the meaning stated in Section 6 below.

"Stipulated Judgment" means a stipulated judgment entered by the Bankruptcy Court in the Adversary Proceeding, in form and substance acceptable to the Parties (and substantially in the form of stipulated judgment attached to this Settlement Agreement as **Exhibit B**).

"Turnover Payment" has the meaning stated in Section 6 below.

3. **Effectiveness of Settlement Agreement.** This Settlement Agreement shall become effective when each of the following has occurred: (a) each of the Parties has executed the Settlement Agreement; (b) the Bankruptcy Court has entered the Approval Order in the Bankruptcy Proceeding; and (c) the Bankruptcy Court has entered the Stipulated Judgment in the Adversary Proceeding. The date on which this Settlement Agreement becomes effective in accordance with this Section shall be referred to herein as the "Effective Date."

4. **Agreed Settlement Terms.** This Settlement Agreement is intended to memorialize in a written agreement the Agreed Settlement Terms approved by Patriot and GVC at the Mediation. In the event this Settlement Agreement does not become effective in accordance with Section 3 above, then Patriot and GVC fully reserve all of their respective rights to enforce the Agreed Settlement Terms as read into the record at the Mediation.

5. **Warranties and Representations**.

a. Each of the Parties represents and warrants that it is authorized to execute this Settlement Agreement. This Settlement Agreement has been negotiated and drafted jointly by the Parties.

b. Each of the Parties represents and warrants that it has not assigned, transferred, or conveyed any of its rights, Claims, interests, or causes of action relating to the Adversary Proceeding.

c. Each of the Parties represents and warrants that, in entering into this Settlement Agreement, it is not relying on any statement or representation that is not expressly set forth in writing in this Settlement Agreement.

d. Each of the Parties represents and warrants that it has been represented by legal counsel with respect to the Mediation, and the negotiation, terms, and execution of this Settlement Agreement. GVC was the only party to attend the Mediation and actively participate in settlement negotiations. The remaining Debtors' interests were represented by Fennemore.

6. **Settlement Payments.**

a. On or before June 8, 2026, GVC shall turnover and pay to Patriot via wire transfer all funds held in the bank account created by GVC at Wells Fargo Bank containing the funds segregated and preserved pursuant to the Injunction Order in the amount of One Million Four Hundred Seventy-Five Thousand Six Hundred Twelve and 47/100 Dollars ($1,475,612.47)

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(United States Dollars) (the "Turnover Payment"). The Parties acknowledge and agree that GVC paid to Patriot, and Patriot received, the Turnover Payment on June 8, 2026.

b. In addition to the Turnover Payment, GVC shall also pay to Patriot a cash payment, in the amount of One Million Five Hundred Fifty Thousand and no/100 Dollars ($1,550,000.00) (United States Dollars) (the "Additional Payment" and, collectively with the Turnover Payment, the "Settlement Payments"). GVC shall pay the Additional Payment to Patriot via wire transfer (pursuant to wire instructions that Patriot will provide to GVC) no later than the date that is five (5) business days after the Effective Date.

7. **Nature of Royalty Interest.** GVC hereby acknowledges and agrees that the Royalty Deed creates, and Patriot owns, a real property interest in the minerals and their proceeds at the Moss Mine that is valid, binding, and enforceable against GVC and any successor owner of the Moss Mine.

8. **Performance under the Royalty Deed and Payment of the Royalty.** GVC hereby acknowledges and agrees that, for all periods from and after May 31, 2026, GVC will perform its obligations under the Royalty Deed including, but not limited to, calculation and timely payment to Patriot of all Royalties in accordance with the terms of the Royalty Deed. Unless and until Patriot, in its sole discretion, modifies in writing the following instructions: (a) all Royalty calculations and back-up data shall be delivered to the attention of Patriot's President Trevor Newton at the following e-mail address: trevor@patriotgoldcorp.com; and (b) all Royalty payments shall be made to Patriot via wire or ACH transfer in accordance with the following wire instructions:

Beneficiary: Patriot Gold Corp.
Address of Beneficiary: 3651 Lindell Road, Suite D, Las Vegas, NV, 89103
Account of Beneficiary: 000010790004
Beneficiary Bank: Bank of America
Bank Address: 1501 Queen Anne Ave N, Seattle, WA
Swift Code: BOFAUS3N
Routing Number (wire): 026009593
Routing Number (ACH): 125000024

Patriot may modify the forgoing instructions in its sole discretion by delivering written notice to GVC.

9. **Claims against GVC Residual Assets.** Subject to Patriot's timely receipt of the full amount of the Settlement Payments described, and as provided, in Section 6, Patriot agrees that it will not assert any Claims to or against the GVC Residual Assets.

10. **Stipulated Judgment.** The Parties stipulate and agree to the Bankruptcy Court's entry of the Stipulated Judgment in the Adversary Proceeding. Among other things, the Stipulated Judgment shall be a final judgment and shall: (a) adjudicate that the Royalty Deed creates, and Patriot owns, a real property interest in the minerals and their proceeds at the Moss Mine that is valid, binding, and enforceable against GVC and any successor owner of the Moss Mine; (b) provide that the Parties have resolved the other claims asserted in the Adversary Proceeding

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through agreed terms, with each of the Parties to bear its own attorneys' fees and costs; and (c) provide for dismissal of the Adversary Proceeding.

11. **Release of Claims by Patriot.**

a. The releases and other provisions in this Section 11 shall be effective on the date when both of the following have occurred: (a) the occurrence of the Effective Date; and (b) Patriot has received the full amount of the Settlement Payments.

b. Except for Claims for breach of, and obligations under, this Settlement Agreement and without affecting GVC's continuing obligations under the Royalty Deed, Patriot hereby fully, finally, absolutely, and forever releases and discharges each of the Debtors and their respective present and former directors, shareholders, members, owners, officers, employees, servants, agents, representatives, attorneys, consultants, fiduciaries, investment managers, trustees, predecessors, successors, assigns, affiliates, and related corporate divisions, and their separate and respective heirs, personal representatives, attorneys, successors, assigns, and affiliates (collectively, the "Released Debtor Parties") from any and all actions, causes of action, Claims, debts, damages, demands, liabilities, obligations, suits, judgments, executions, and expenses and any and all other Claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever of any and every character, now known or unknown, direct or indirect, contingent or matured, of whatever kind or nature, for or because of any matter or things done, omitted or suffered to be done by any of the Released Debtor Parties, at law or in equity: (i) arising from, in connection with, held by, or in any way concerning or relating to the Moss Mine, the Royalty Deed, and the Adversary Proceeding (including, without limitation, any Claims asserted therein), and the actions or omissions of the Released Debtor Parties, or any of them, in respect of any or all of the foregoing, including, but not limited to, all Claims that were, or could have been, asserted in the Bankruptcy Proceeding or the Adversary Proceeding, all Claims pertaining to the subject matter of the Bankruptcy Proceeding or the Adversary Proceeding, and all other Claims arising from or relating to any transactions or events described in or forming the basis for the Adversary Proceeding; and (ii) arising from events occurring prior to and including the Effective Date.

c. In entering into this Settlement Agreement, Patriot consulted with, and has been represented by, legal counsel and hereby agrees and acknowledges that the validity and effectiveness of the releases set forth above do not depend in any way on any representations, acts and/or omissions by any of the Released Debtor Parties. The provisions of this Section 11 shall survive any termination of this Settlement Agreement.

d. Patriot understands, acknowledges and agrees that the release set forth above in this Section 11 may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

e. Patriot hereby covenants and agrees with and in favor of each Released Debtor Party that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Released Debtor Party on the basis of any Claim released and discharged pursuant to this Section 11. If Patriot violates the foregoing covenant, Patriot agrees to pay, in addition to such other damages as

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any Released Debtor Party may sustain as a result of such violation, all attorneys' fees and costs incurred by any Released Debtor Party as a result of such violation.

12. **Release of Claims by Debtors.**

a. The releases and other provisions in this Section 12 shall be effective upon the occurrence of the Effective Date.

b. Except for claims for breach of, or other obligations under, this Settlement Agreement, GVC and each of the other Debtors, including, but not limited to, in their capacity as debtors in the Canadian Proceeding and in the Bankruptcy Proceeding, hereby fully, finally, absolutely, and forever releases and discharges Patriot and its present and former directors, shareholders, members, owners, officers, employees, servants, agents, representatives, attorneys, consultants, fiduciaries, investment managers, trustees, predecessors, successors, assigns, affiliates, and related corporate divisions, and their separate and respective heirs, personal representatives, attorneys, successors, assigns, and affiliates (collectively, the "Released Patriot Parties") from any and all actions, causes of action, Claims, debts, damages, demands, liabilities, obligations, suits, judgments, executions, and expenses and any and all other Claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever of any and every character, now known or unknown, direct or indirect, contingent or matured, of whatever kind or nature, for or because of any matter or things done, omitted or suffered to be done by any of the Released Patriot Parties, at law or in equity: (i) arising from, in connection with, held by, or in any way concerning or relating in any way to the Moss Mine, the Royalty Deed, and the Adversary Proceeding (including, without limitation, any Claims asserted therein), and the actions or omissions of the Released Patriot Parties, or any of them, in respect of any or all of the foregoing, including, but not limited to, all Claims that were, or could have been, asserted in the Bankruptcy Proceeding or the Adversary Proceeding, all Claims pertaining to the subject matter of the Bankruptcy Proceeding or the Adversary Proceeding, and all other Claims arising from or relating to any transactions or events described in or forming the basis for the Adversary Proceeding; and (ii) arising from events occurring prior to and including the Effective Date.

c. In entering into this Settlement Agreement, each of the Debtors consulted with, and has been represented by, legal counsel and hereby agrees and acknowledges that the validity and effectiveness of the releases set forth above do not depend in any way on any representations, acts and/or omissions by any of the Released Patriot Parties. The provisions of this Section 12 shall survive any termination of this Settlement Agreement.

d. Each of the Debtors understands, acknowledges and agrees that the release set forth above in this Section 12 may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

e. Each of the Debtors hereby covenants and agrees with and in favor of each Released Patriot Party that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Released Patriot Party on the basis of any Claim released and discharged pursuant to this Section 12. If any Debtor violates the foregoing covenant, the Debtors agree to pay, in addition to such

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other damages as any Released Patriot Party may sustain as a result of such violation, all attorneys' fees and costs incurred by any Released Patriot Party as a result of such violation.

13. **Waiver.** The Parties hereby waive the benefits of any law of Arizona or any other state or federal law which provides that a general release does not extend to claims which the Party does not know or expect to exist in its favor at the time of executing the release, which if known to him may have materially affected the settlement. It is the intention of the Parties to forever discharge and release known and unknown claims.

14. **Bankruptcy Court Approval.** This Settlement Agreement shall be subject to the approval of the Bankruptcy Court in the Bankruptcy Proceeding. The Parties agree to cooperate fully to present this Settlement Agreement for approval by the Bankruptcy Court, and to take other actions necessary to obtain entry of the Approval Order and the Stipulated Judgment.

15. **Further Assurances.** Each Party agrees to take such further actions as may be necessary or appropriate, and to otherwise cooperate, to carry out the intent and accomplish the purposes of this Settlement Agreement and the consummation of the transactions contemplated hereby.

16. **No Third Party Beneficiaries.** No provision of this Settlement Agreement is intended nor shall be construed to confer upon or give to any individual or entity other than the Parties any rights, remedies, or other benefits under or by reason of this Settlement Agreement, except only as expressly provided herein with respect to the Released Patriot Parties and the Released Debtor Parties.

17. **General.**

17.1 **Amendment; Waiver**. This Settlement Agreement may be amended or modified only explicitly in a writing signed by all of the Parties. No compliance with any condition or covenant set forth herein may be waived other than by a writing executed by the Party waiving compliance.

17.2 **Successors and Assigns**. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

17.3 **Notices.** All notices and other communications under this Settlement Agreement to any Party shall be in writing and shall be delivered (a) personally, (b) by overnight mail, or (c) by mail or registered mail, return receipt requested (in each case in subsections (a), (b) and (c), with a copy simultaneously transmitted to each applicable recipient's electronic mail address specified in this Section), to such Party at the following address (or to such other address as such Party may have specified by notice given to the other Parties pursuant to this provision):

If to Patriot:

John A. Harris, Esq.
QUARLES & BRADY LLP
Renaissance One
Two North Central Avenue
Phoenix, Arizona 85004-2391
Phone: (602) 229-5200
John.Harris@quarles.com

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If to GVC or the other Debtors:

Anthony W. Austin, Esq.
FENNEMORE CRAIG, P.C.
2394 E. Camelback Road, Suite 600
Phoenix, Arizona 85016
Telephone: (602) 916-5000
aaustin@fennemorelaw.com

17.4 **Construction; Headings**. No provision of this Settlement Agreement shall be interpreted or construed against any Party because that Party or its legal representative drafted that provision. All of the Parties collectively shall be deemed to have drafted this Settlement Agreement. The rule of law that provides that ambiguities, inconsistencies and the like shall be construed against the author of a document or contract shall not apply to this Settlement Agreement. The titles of the Sections of this Settlement Agreement are for convenience of reference only and are not to be considered in construing this Settlement Agreement. Any pronoun or defined term used in this Settlement Agreement shall be deemed to include singular and plural and masculine, feminine and neuter gender as the case may be. The words "herein," "hereinabove," "hereof," and "hereunder" shall be deemed to refer to this entire Settlement Agreement, except as the context otherwise requires.

17.5 **Authorized**. This Settlement Agreement has been duly and validly authorized by all necessary action on the part of all the Parties.

17.6 **Governing Law**. This Settlement Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Arizona, without regard to conflicts of laws principles.

17.7 **Jurisdiction; Venue.** EACH PARTY HEREBY CONSENTS AND AGREES THAT THE BANKRUPTCY COURT SHALL HAVE AND SHALL RETAIN JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN THE PARTIES PERTAINING TO THIS SETTLEMENT AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATING TO THIS SETTLEMENT AGREEMENT, INCLUDING, BUT NOT LIMITED TO, JURISDICTION TO ENFORCE THE TERMS OF THIS SETTLEMENT AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE PARTIES AGREE THAT THE BANKRUPTCY COURT'S RETAINED JURISDICTION SHALL NOT EXTEND TO, AND THE PARTIES DO NOT RESERVE IN THE BANKRUPTCY COURT JURISDICTION OVER, ANY POST-EFFECTIVE DATE CLAIM, DISPUTE, OR CONTROVERSY ARISING FROM OR RELATING TO: (A) THE CALCULATION, REPORTING, ACCOUNTING, PAYMENT, OR NONPAYMENT OF THE ROYALTY FOR ANY PERIOD AFTER THE EFFECTIVE DATE; (B) GVC'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THE ROYALTY DEED; OR (C) ANY OTHER POST-EFFECTIVE DATE RIGHTS OR OBLIGATIONS ARISING UNDER THE ROYALTY DEED. ANY SUCH CLAIM, DISPUTE, OR CONTROVERSY SHALL BE BROUGHT IN A COURT OF COMPETANT JURISDICTION, AND NOTHING IN THIS SECTION SHALL BE DEEMED TO LIMIT OR OTHERWISE AFFECT EACH PARTY'S RIGHTS, REMEDIES, OR DEFENSES UNDER THE ROYALTY DEED OR APPLICABLE LAW.

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17.8 **Waiver of Jury Trial.** EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SETTLEMENT AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH PARTY ACKNOWLEDGES THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS SETTLEMENT AGREEMENT. EACH PARTY WARRANTS AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

17.9 **Entire Agreement.** This Settlement Agreement embodies the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, representations and understandings, if any, relating to the subject matter hereof.

17.10 **Counterparts.** This Settlement Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute one and the same instrument, and all signatures need not appear on any one counterpart. Any Party hereto may execute and deliver a counterpart of this Settlement Agreement by delivering by facsimile or other electronic transmission, including, but not limited, via Docusign, a signature page of this Settlement Agreement signed by such Party, and any such facsimile or other electronic signature, including via Docusign or other method, shall be treated in all respects as having the same effect as an original signature.

17.11 **Breach of Agreement**. In the event of any litigation, suit or proceeding between the Parties affecting or relating to the subject matter of this Settlement Agreement, the prevailing Party shall be entitled to receive from the non-prevailing Party all expenses, including but not limited to attorneys' fees and costs. Costs and attorneys' fees shall be assessed by the court and not by a jury and shall be included in any judgment obtained by the prevailing Party.

17.12 **Time Is Of The Essence**. Time is of the essence with respect to the obligations under this Settlement Agreement.

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IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the date first set forth above.

PATRIOT GOLD CORP., a Nevada corporation

Signed by:
By: _____
CC51FC56539B4BE...
Name: Trevor Newton
Its: President

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GOLDEN VERTEX CORP., an Arizona corporation

DocuSigned by:

By: _____
D81A6324C47B48F...

Name: Akiba Leisman

Its: President

AlixPartners Restructuring, Inc. (formerly KSV Restructuring Inc.), solely in its capacity as court-appointed monitor and foreign representative of the Non-GVC Debtors, and not in its personal, corporate, or any other capacity, on behalf of ELEVATION GOLD MINING CORPORATION, a British Columbia corporation

Signed by:

By: Bobby Kofman
0AA0984FFC0A465...

Name: Bobby Kofman

Its: Senior Advisor, Director and ASO

AlixPartners Restructuring, Inc. (formerly KSV Restructuring Inc.), solely in its capacity as court-appointed monitor and foreign representative of the Non-GVC Debtors, and not in its personal, corporate, or any other capacity, on behalf of GOLDEN VERTEX (IDAHO) CORP., a Nevada corporation

Signed by:

By: Bobby Kofman
0AA0984FFC0A465...

Name: Bobby Kofman

Its: Senior Advisor, Director and ASO

AlixPartners Restructuring, Inc. (formerly KSV Restructuring Inc.), solely in its capacity as court-appointed monitor and foreign representative of the Non-GVC Debtors, and not in its personal, corporate, or any other capacity, on behalf of ECLIPSE GOLD MINING CORPORATION, a British Columbia corporation

Signed by:

By: Bobby Kofman
0AA0984FFC0A465...

Name: Bobby Kofman

Its: Senior Advisor, Director and ASO

Docusign Envelope ID: C06331C9-0772-86D0-83BC-A8AE22EB09B1

AlixPartners Restructuring, Inc. (formerly KSV Restructuring Inc.), solely in its capacity as court-appointed monitor and foreign representative of the Non-GVC Debtors, and not in its personal, corporate, or any other capacity, on behalf of ALCMENE MINING, INC., a British Columbia corporation

By: Signed by: Bobby Kofman
DAA0984FFC0A465...
Name: Bobby Kofman
Its: Senior Advisor, Director and ASO

AlixPartners Restructuring, Inc. (formerly KSV Restructuring Inc.), solely in its capacity as court-appointed monitor and foreign representative of the Non-GVC Debtors, and not in its personal, corporate, or any other capacity, on behalf of HERCULES GOLD USA LLC, a Nevada limited liability company

By: Signed by: Bobby Kofman
DAA0984FFC0A465...
Name: Bobby Kofman
Its: Senior Advisor, Director and ASO

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EXHIBIT A

Agreed Form of Approval Order

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IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF ARIZONA

In re: ELEVATION GOLD MINING CORPORATION, ET AL., Debtors.	In Proceedings Under Chapter 15 Case No. 2:24-bk-6359-EPB **ORDER: (A) APPROVING SETTLEMENT AGREEMENT AMONG PATRIOT GOLD CORP. AND DEBTORS; (B) RECOGNIZING AND ENFORCING THE ENHANCED POWERS ORDER FOR LIMITED SETTLEMENT PURPOSES; (C) AUTHORIZING AND DIRECTING THE MONITOR TO EXECUTE SETTLEMENT DOCUMENTS ON BEHALF OF THE NON-GVC DEBTORS; AND (D) GRANTING RELATED RELIEF**

This matter came before the Court pursuant to the *Joint Motion For Order: (A) Approving Settlement Agreement Among Patriot Gold Corp. And Debtors; (B) Recognizing And Enforcing The Enhanced Powers Order For Limited Settlement Purposes; (C) Authorizing And Directing The Monitor To Execute Settlement Documents On Behalf Of The Non-GVC Debtors; And (D) Granting Related Relief* (the "**Joint Motion**") filed by Patriot Gold Corp. ("**Patriot**") and Debtors Golden Vertex Corp. ("**GVC**"), Elevation Gold Mining Corporation, Golden Vertex (Idaho) Corp., Eclipse Gold Mining Corporation,

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Alcmene Mining Inc., and Hercules Gold USA LLC (collectively with GVC, the "**Debtors**" and collectively with Patriot, the "**Parties**"). In the Joint Motion, the Parties request that, among other things, the Court approve that certain Settlement Agreement dated as of July 22, 2026 (the "**Settlement Agreement**") by and among Patriot and the Debtors. A copy of the Settlement Agreement is attached to this Order as **Exhibit "1"** and is incorporated herein by this reference.[1]

Based on the Joint Motion, the Settlement Agreement, and the entire record before the Court in this Chapter 15 Bankruptcy Proceeding, the Court hereby FINDS and CONCLUDES as follows:

A. The Court has jurisdiction over the above-captioned Bankruptcy Proceeding and the Joint Motion pursuant to 28 U.S.C. §§ 157 and 1334. The Joint Motion presents a core proceeding as defined in 28 U.S.C. § 157(b) over which the Court has the jurisdiction and the power to enter a final order.

B. Due and proper notice of the Joint Motion and Settlement Agreement has been provided to all parties entitled to notice. No other or further notice regarding the Joint Motion, the Settlement Agreement, or this Order is or shall be required.

C. The Settlement Agreement is subject to approval of this Court, and, through the Joint Motion, Patriot and the Debtors present the Settlement Agreement for such approval.

D. On December 17, 2024, the Supreme Court of British Columbia entered that certain Order Made After Application (Enhanced Powers Order) in the Canadian Proceeding, a copy of which is attached as Exhibit 2 to the Joint Motion and incorporated herein by reference (the "**Enhanced Powers Order**"). The Enhanced Powers Order authorizes the Monitor, on behalf of and in the name of the Petitioners, to exercise powers that may properly be exercised by a board of directors or officers of the Petitioners, including authority to execute agreements, documents, and instruments; initiate, prosecute,

[1] Unless stated otherwise herein, terms defined in the Joint Motion and the Settlement Agreement, as applicable, will have the same meanings when used in this Order.

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defend, continue, settle, or compromise proceedings; and engage, negotiate, agree, and settle with creditors. The Enhanced Powers Order also includes protections and limitations on liability in favor of the Monitor and requests the aid and recognition of courts in the United States to give effect to the Enhanced Powers Order.

E. After due and proper notice, no objections were filed with respect to the Joint Motion or the Settlement Agreement.

F. The Settlement Agreement was negotiated by the Parties at arm's length and in good faith.

G. The Settlement Agreement is the result of extensive negotiations among the Parties, concluding in the Mediation (with the Honorable Paul Sala serving as mediator). Based on the record before the Court, the Court finds and concludes that the Settlement Agreement is fair and equitable under the circumstances and is in the best interests of the Debtors, their estates, creditors, and other parties in interest. Among other things, the Court finds that the remaining issues in the Adversary Proceeding present complex factual and legal questions and that the Settlement Agreement avoids the expense, delay, uncertainty, and risk associated with continued litigation or dispute between the Parties.

H. The Court finds that limited recognition and enforcement of the Enhanced Powers Order is necessary and appropriate solely for the purpose of authorizing the Monitor to attend to all matters relating to the Settlement Agreement, including execution, delivery, performance, and implementation of the Settlement Agreement, the Stipulated Judgment, releases, dismissals, filings, notices, certificates, and any related settlement documents on behalf of the non-GVC Debtors.

Based on the foregoing findings and conclusions and the entire record before the Court, and good cause appearing,

IT IS HEREBY ORDERED as follows:

1. The Joint Motion shall be, and hereby is, approved, subject to the terms and conditions stated in this Order. Any objections to the Joint Motion are hereby overruled.

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2. The Settlement Agreement shall be, and hereby is, approved in all respects pursuant to Bankruptcy Rule 9019 and applicable law.

3. The Settlement Agreement shall be enforceable and binding on Patriot, each of the Debtors, and all other persons and entities bound by the terms of the Settlement Agreement.

4. The Parties are authorized to take all actions, and to execute such further documentation, as necessary or appropriate to implement and perform under the Settlement Agreement, including lodging the proposed Stipulated Judgment in the Adversary Proceeding, and to carry out the intent and accomplish the purposes of the Settlement Agreement and the transactions contemplated thereby.

5. The releases, covenants, dismissals, and other relief set forth in the Settlement Agreement are hereby approved and authorized to the extent provided in the Settlement Agreement.

6. The Enhanced Powers Order is hereby recognized and enforced in the Bankruptcy Proceeding and the Adversary Proceeding solely for the limited purpose of authorizing and empowering AlixPartners Restructuring, Inc. (formerly KSV Restructuring Inc.), in its capacity as court-appointed monitor and foreign representative, and not in its personal, corporate, or any other capacity, to attend to all matters relating to the Settlement Agreement and the transactions contemplated thereby, including execution, delivery, performance, filing, lodging, recording, and implementation of the Settlement Agreement, the Stipulated Judgment, releases, dismissals, notices, certificates, filings, and any and all related settlement documents, instruments, and actions necessary or appropriate to effectuate the Settlement Agreement and resolve the Adversary Proceeding, for and on behalf of each of the non-GVC Debtors.

7. The Monitor's execution and delivery of the Settlement Agreement, the Stipulated Judgment, and any related settlement documents shall be deemed valid, duly authorized, binding, and enforceable against each of the non-GVC Debtors to the same

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extent as if such documents had been executed and delivered by duly authorized officers or directors of each such non-GVC Debtors.

8. The Monitor is authorized to take all actions, execute all documents, and make all filings necessary or appropriate to implement the Settlement Agreement and the Stipulated Judgment on behalf of the non-GVC Debtors, in its capacity as court-appointed monitor and foreign representative, and not in its personal, corporate, or any other capacity.

9. The Monitor shall have no personal, corporate, or other liability under or in connection with the Settlement Agreement, the Stipulated Judgment, the Royalty Deed, or any related settlement documents. In connection with the actions authorized by this Order, the Monitor shall be entitled to all protections, limitations of liability, rights, and immunities afforded to it under the Enhanced Powers Order, the Amended and Restated Initial Order entered by the Canadian Court, any other applicable order of the Canadian Court or this Court, and applicable law.

10. The Court hereby retains jurisdiction with respect to the Settlement Agreement as provided in Section 17.7 of the Settlement Agreement.

DATED AND SIGNED AS INDICATED ABOVE.

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APPROVED AND AGREED:

FENNEMORE CRAIG, P.C.

By: */s/ Anthony W. Austin*
Anthony W. Austin
Tyler D. Carlton
Stacy Porche
Attorneys for Debtors

QUARLES & BRADY LLP

By: */s/ John A. Harris*
John A. Harris
Anthony F. Pusateri
Dallin B. Hendricks
Attorneys for Patriot Gold Corp.

Docusign Envelope ID: C06331C9-0772-86D0-83BC-A8AE22EB09B1

Exhibit "1"

Docusign Envelope ID: C06331C9-0772-86D0-83BC-A8AE22EB09B1

Settlement Agreement To Be Attached

Docusign Envelope ID: C06331C9-0772-86D0-83BC-A8AE22EB09B1

EXHIBIT B

Agreed Form of Stipulated Judgment

Docusign Envelope ID: C06331C9-0772-86D0-83BC-A8AE22EB09B1

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF ARIZONA

In re: ELEVATION GOLD MINING CORPORATION, et al., Debtor in a Foreign Proceeding.	In Proceedings Under Chapter 15 Case No. 2:24-bk-06359-EPB (Jointly Administered) Case Nos. 2-24-bk-06364-EPB 2-24-bk-06367-EPB 2-24-bk-06368-EPB 2-24-bk-06370-EPB 2-24-bk-06371-EPB
PATRIOT GOLD CORP, Plaintiff, v. GOLDEN VERTEX CORP., *et al.*, Defendants.	Adv. No. 2:24-ap-00253-EPB **STIPULATED FINAL JUDGMENT**

Pursuant to the agreement of Plaintiff Patriot Gold Corp. ("**Patriot**"), Defendant Golden Vertex Corp. ("**GVC**") and the other Defendants (collectively with GVC, the "**Defendants**"), and for good cause appearing,

THE COURT HEREBY ENTERS FINAL JUDGMENT IN THIS ADVERSARY PROCEEDING as follows:

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1) This Court hereby declares that, under that certain Royalty Deed (Patented and Unpatented Mining Claims) dated as of May 25, 2016 that was recorded in the official real property records of Mohave County, Arizona on May 26, 2016 at recorder's number FEE#2016023500, a copy of which is attached hereto as **Exhibit "1"** (the "**Royalty Deed**"), Patriot was granted, and Patriot owns, a real property interest in the minerals and their proceeds at and from the Property (as the term "Property" is defined in the Royalty Deed), that is valid, binding, and enforceable against GVC and any successor owner of the Property.

2) Patriot, GVC and the other Defendants have agreed to resolve the other claims asserted in this Adversary Proceeding under agreed terms.

3) Accordingly, entry of this Final Judgment shall constitute final judgment of and regarding all claims and defenses asserted in this Adversary Proceeding and, after entry of this Final Judgment, the Adversary Proceeding shall be closed.

4) This Final Judgment which, among other things, determines the nature of the interest granted to Patriot under the Royalty Deed, may be recorded or filed, at the sole discretion of Patriot, in or with any or all of the foregoing: (a) the official records of the Mohave County Recorder, Mohave County, Arizona or any other appropriate location for the recording of real property interests; (b) the Arizona Secretary of State or any other applicable Secretary of State; (c) the Arizona State Land Department; and (d) the Federal Bureau of Land Management, and the officials responsible for filings or recordings at any of the above entities are authorized and directed to accept this Final Judgment for filing or recording.

DATED AND SIGNED ABOVE.

Docusign Envelope ID: C06331C9-0772-86D0-83BC-A8AE22EB09B1

APPROVED AND AGREED:

FENNEMORE CRAIG, P.C.

By: */s/ Anthony W. Austin*
Anthony W. Austin
Tyler D. Carlton
Stacy Porche
Attorneys for Debtors/Defendants

QUARLES & BRADY LLP

By: */s/ John A. Harris*
John A. Harris
Anthony F. Pusateri
Dallin B. Hendricks
Attorneys for Patriot Gold Corp.

Docusign Envelope ID: C06331C9-0772-86D0-83BC-A8AE22EB09B1

Exhibit "1"

Docusign Envelope ID: C06331C9-0772-86D0-83BC-A8AE22EB09B1

CHICAGO TITLE INSURANCE COMPANY
COMMERCIAL

FEE# 2016023500
OFFICIAL RECORDS OF MOHAVE COUNTY
ROBERT BALLARD, COUNTY RECORDER
05/26/2016 10:59 AM Fee $1113.00
PAGE: 1 of 16

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

ORIGINAL

Affidavit of Value exempt pursuant to A.R.S § 11-1134(A)(6)
CTM-2016030826
C1604304-34641
3/5

ROYALTY DEED
(Patented and Unpatented Mining Claims)

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

WITNESSETH

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

ARTICLE I

THE PROPERTY

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

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

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

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CHICAGO TITLE INSURANCE COMPANY
COMMERCIAL

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

RECORDED ELECTRONICALLY
BY CHICAGO TITLE AGENCY

Affidavit of Value exempt pursuant to A.R.S § 11-1134(A)(6)
CTM-2016030806
C1604304-346D11
3/5

ROYALTY DEED
(Patented and Unpatented Mining Claims)

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

WITNESSETH

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

ARTICLE I

THE PROPERTY

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

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

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

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ARTICLE II

GRANT OF ROYALTY

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

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

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

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

(b) Smelting and refining charges including penalties.

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

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

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

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

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ARTICLE II

GRANT OF ROYALTY

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

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

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

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

(b) Smelting and refining charges including penalties.

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Payor has executed this Royalty Deed (Patented and Unpatented Mining Claims) as of this 25th day of May, 2016

PAYOR:

Golden Vertex Corp., an Arizona corporation

By: T. R. H. Whittington
Name: Dick Whittington
Title: President

PROVINCE OF BRITISH COLUMBIA)
) ss.
CITY OF VANCOUVER)

The foregoing Royalty Deed (Patented and Unpatented Mining Claims), consisting of a total of sixteen (16) pages, was acknowledged before me this 24th day of May, 2016 by Dick Whittington as President of Golden Vertex Corp., an Arizona corporation.

Notary Public

My commission expires:

never expires -

Marina Tran
Barrister and Solicitor
McMillan LLP
1500 – 1055 West Georgia Street
PO Box 11117
Vancouver, BC V6E 4N7
t 604.689.9111
f 604.685.7084

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

I. Patented Mining Claims

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

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

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

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

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

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

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

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

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

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

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

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

Docusign Envelope ID: C06331C9-0772-86D0-83BC-A8AE22EB09B1

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

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

II. Unpatented Mining Claims

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

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

Docusign Envelope ID: C06331C9-0772-86D0-83BC-A8AE22EB09B1

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

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

II. Unpatented Mining Claims

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

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

Docusign Envelope ID: C06331C9-0772-86D0-83BC-A8AE22EB09B1

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

Docusign Envelope ID: C06331C9-0772-86D0-83BC-A8AE22EB09B1

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

III. GVC Claims (Golden Vertex Corp. Claims)

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

Docusign Envelope ID: C06331C9-0772-86D0-83BC-A8AE22EB09B1

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

III. GVC Claims (Golden Vertex Corp. Claims)

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

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

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

Docusign Envelope ID: C06331C9-0772-86D0-83BC-A8AE22EB09B1

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

Docusign Envelope ID: C06331C9-0772-86D0-83BC-A8AE22EB09B1

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

Docusign Envelope ID: C06331C9-0772-86D0-83BC-A8AE22EB09B1

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

Docusign Envelope ID: C06331C9-0772-86D0-83BC-A8AE22EB09B1

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

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

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

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

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

Docusign Envelope ID: C06331C9-0772-86D0-83BC-A8AE22EB09B1

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

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

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

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

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

Docusign Envelope ID: C06331C9-0772-86D0-83BC-A8AE22EB09B1

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

Docusign Envelope ID: C06331C9-0772-86D0-83BC-A8AE22EB09B1

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

Docusign Envelope ID: C06331C9-0772-86D0-83BC-A8AE22EB09B1

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

Docusign Envelope ID: C06331C9-0772-86D0-83BC-A8AE22EB09B1

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

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

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

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

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

Docusign Envelope ID: C06331C9-0772-86D0-83BC-A8AE22EB09B1

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

Docusign Envelope ID: C06331C9-0772-86D0-83BC-A8AE22EB09B1

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

Exhibit "2"

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY
DEC 18 2024

No. S - 245121
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

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

PETITIONERS

ORDER MADE AFTER APPLICATION

(Enhanced Powers Order)

BEFORE THE HONOURABLE)
) December 17, 2022
MADAM JUSTICE FITZPATRICK)

ON THE APPLICATION of Elevation Gold Mining Corporation, Golden Vertex Corp. ("**GVC**"), Eclipse Gold Mining Corporation, and Golden Vertex (Idaho) Corp. coming on for hearing at Vancouver, British Columbia, on this day; 17 DEC 2024 AND ON HEARING Alexis Teasdale, counsel for the Petitioners, and those other counsel listed on Schedule "A" hereto; AND UPON READING the material filed, including the Sixth Affidavit of Tim Swendseid, sworn December 3, 2024, the Confidential Seventh Affidavit of Tim Swendseid, sworn December 3, 2024, the Eight Affidavit of Tim Swendseid, sworn December 3, 2024 and the Fourth Report of KSV Restructuring Inc. (the "**Monitor**"), dated December 3, 2024, and the Supplement to the Fourth Report, dated December 11, 2024; AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "**CCAA**"), the British Columbia *Supreme Court Civil Rules*, and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

1. The time for service of the Notice of Application for this order and the supporting materials is hereby abridged and this application is properly returnable today, and service upon any interested party other than those parties on the service list maintained in these proceedings is hereby dispensed with.

DEFINED TERMS

2. Capitalized terms used but not otherwise defined in this order shall have the meaning given to them in the Amended and Restated Initial Order granted in these proceedings on August 12, 2024 (the "**ARIO**").

EHANCEMENT OF MONITOR'S POWERS

3. Upon the filing of a Monitor's Certificate, substantially in the form attached as Schedule "C" to the Approval and Vesting Order granted by the Honourable Madam Justice Fitzpatrick in these proceedings on December 17, 2024 (the "**AVO**"), and without in any way limiting the powers, duties and protections of and in favour of the Monitor set out in the ARIO or pursuant to the CCAA, the Monitor, on behalf of and in the name of the Petitioners, is hereby empowered and authorized, but not obligated, to exercise any powers which may be properly exercised by a board of directors or any officers of the Petitioners, as the Monitor considers it necessary or desirable, including without limitation, to:

   (a) deal with all administrative matters, including to control the Petitioners' bank accounts;

   (b) take any and all actions and steps to manage, operate and carry on the business of the Petitioners (the "**Business**") and to assist in the transition of GVC's business to the Purchaser (as that term is defined in the AVO);

   (c) take any and all actions and steps to administer the Petitioners' restructuring, including but not limited to winding-down the Business, liquidating the Property, disposing of assets, or such other activities as may be necessary or appropriate in the Monitor's sole discretion;

   (d) cause the Petitioners to take any action permitted to be taken by the Petitioners pursuant to the CCAA, the ARIO, this Order, and any other Orders granted in these proceedings;

   (e) preserve, protect and maintain control of all of the Property or any part or parts thereof;

   (f) engage, retain or terminate the services of, or cause the Petitioners to engage, retain or terminate the services of any officer, employee, consultant, agent, representative, advisor, or other persons or entities, all under the supervision and direction of the Monitor, as the Monitor in its sole discretion deems necessary or appropriate to assist with the exercise of its powers and duties;

   (g) execute any agreement, document, or instrument in writing of whatever nature in respect of any of the Business or Property, for any purpose pursuant to the CCAA, the ARIO, this Order and any other Orders granted in these proceedings;

   (h) receive and collect all monies and accounts now owed or hereinafter owing to the Petitioners;

(i) conduct, supervise and direct the continuation or commencement of any process or effort to recover money, Property, or other assets belonging or owing to the Petitioners, and exercise all remedies of the Petitioners in collecting such money, Property, or other assets;

(j) initiate, prosecute and continue the prosecution of all proceedings, and to defend, continue, settle or compromise any and all proceedings now pending or hereafter instituted with respect to the Petitioners, the Property, or the Monitor, including such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(k) engage, deal, communicate, negotiate, agree and settle with any creditor of the Petitioners;

(l) market, sell, convey, transfer, lease or assign the Property, including running a sales solicitation process, or any part or parts of the Property out of the ordinary course of business without the approval of this Court, in respect of any one transaction not exceeding $500,000 or $1,000,000 in the aggregate;

(m) report to, meet with and discuss with such affected persons as the Monitor considers appropriate on all matters relating to the Business, Property, and these proceedings, and to receive and share information, subject to such confidentiality terms as the Monitor considers appropriate;

(n) perform such other duties or take any steps reasonably incidental to the exercise of any powers and obligations conferred on the Monitor by this Order or any other order of this Court; and

(o) apply to this Court for advice and directions in respect of the exercise and discharge of its powers and duties hereunder,

and in each case where the Monitor takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other persons, including the Petitioners and without interference from any other person.

4. Except as necessary to give effect to this Order, the ARIO and any other Order granted in these proceedings shall remain in full force and effect. In the event of any conflict or inconsistency between this Order and the ARIO, the terms of this Order shall apply.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE MONITOR

5. The Petitioners and all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf shall fully co-operate with the Monitor in the exercise its powers under this Order or any other Order of the Court, including by:

(a) advising the Monitor of the existence of any Property of which such party has knowledge of;

(b) providing the Monitor with immediate and continued access to any Property in such party's possession or control;

(c) advising the Monitor of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Petitioners, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information ("**Records**") of which such party has knowledge of; and

(d) providing access to and use of the Records, including any accounting, computer, software and physical facilities relating thereto, and including providing the Monitor with instructions on the use of any computer or other system as requested by the Monitor, provided that, if the Monitor requests training or complex or ongoing assistance in connection with the use of such systems, the Monitor shall reasonably compensate the individual or individuals providing such training or assistance for their time, and providing the Monitor with any and all access codes, account names and account numbers that may be required to gain access to the Records, provided however that nothing in this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Monitor due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

LIMITATION ON THE MONITOR'S LIABILITY

6. The Monitor is not and shall not, for any purposes, be deemed to be a director, officer, employee, receiver, receiver-manager, or liquidator of the Petitioners.

7. The Monitor is not and shall not for the purposes of the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.)), and all equivalent laws and regulations in other jurisdictions, including the United States, be deemed to be a legal representative or person to whom s. 150(3) of that Act, or any equivalent provision in any foreign law or regulation, applies.

8. The rights, protections, indemnities, charges, priorities and other provisions in favour of the Monitor set out in the CCAA, any other applicable legislation, the ARIO and any other Order granted in these proceedings, all shall apply and extend to the Monitor in connection with the Monitor carrying out the provisions of this Order, amended as necessary to give effect to the terms of this Order.

9. The Monitor shall not be liable for any employee-related liabilities of the Petitioners, including any successor employer liabilities as referred to in Section 14.06(1.2) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**"), or any equivalent law and regulation in other jurisdictions, including the United States, other than amounts the Monitor may specifically agree in writing to pay or in respect of obligations imposed by applicable legislation, including under the *Wage Earner Protection Program Act*, S.C. 2005, c.47. The Monitor shall be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Monitor may hire in accordance with the terms and conditions of such employment by the Monitor. The

Monitor is empowered but not obligated to interact with, and provide direction to, individuals who are on the Property, but are not employed by the Petitioners, the Business or the Property.

LIMITATION ON ENVIRONMENTAL LIABILITIES

10. Nothing in this Order shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law, including laws and regulations of the United States, relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively, "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation.

11. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Monitor is actually in possession.

12. Notwithstanding anything in federal or provincial law, the Monitor is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:

    (a) before the Monitor's appointment; or,

    (b) after the Monitor's appointment, unless it is established that the condition arose or the damage occurred as a result of the Monitor's gross negligence or wilful misconduct.

13. Notwithstanding anything in federal or provincial law, but subject to paragraph 12 of this Order, where an order is made which has the effect of requiring the Monitor to remedy any environmental condition or environmental damage affecting the Property, if the Monitor complies with the BIA section 14.06(4), the Monitor is not personally liable for the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

GENERAL

14. Endorsement of this Order by counsel appearing on this application other than counsel for the Petitioners is hereby dispensed with.

15. THIS COURT REQUESTS the aid and recognition of other Canadian and foreign courts, tribunals, and regulatory or administrative bodies having jurisdiction in Canada or in the United States of America, including the United States Bankruptcy Court (the "**US Court**") overseeing the Petitioners' proceedings under Chapter 15 jointly administered in Case No. 2:24-bk-06359 or in any other foreign jurisdiction, to give effect to this Order

and to assist the Petitioners, the Monitor, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioners and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Petitioners and the Monitor and their respective agents in carrying out the terms of this Order.

GENERAL

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

Signature of Alexis Teasdale
☐ Party ☑ Lawyer for the Petitioners

BY THE COURT

REGISTRAR

FORM CHECKED MF

Schedule "A"

List of Counsel

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