

SHARE ACQUISITION AGREEMENT

THIS AGREEMENT is dated for reference the 27th day of April, 2023.

AMONG:

AMERICAN PACIFIC MINING CORP., a corporation incorporated under the British Columbia *Business Corporations Act*

(“APM”)

AND:

CLEARVIEW GOLD INC., a corporation incorporated under the British Columbia *Business Corporations Act*

(“CVG”)

AND:

THE SHAREHOLDERS OF CVG, as listed on Schedule A attached hereto

(the “CVG Shareholders”)

WHEREAS:

- A. The CVG Shareholders are the registered and beneficial owners of all 21,500,000 issued and outstanding common shares in the capital of CVG as more particularly set out in Schedule A attached hereto;
- B. CVG is a privately held corporation with fewer than 50 shareholders;
- C. APM is a “reporting issuer” under the *Securities Act* (Ontario), *Securities Act* (British Columbia), *Securities Act* (Saskatchewan), *Securities Act* (Nova Scotia) and the *Securities Act* (Alberta) and APM’s shares are listed for trading on the Canadian Securities Exchange;
- D. APM has agreed to issue an aggregate of 11,500,000 common shares of APM and make a cash payment of \$200,000 to the CVG Shareholders on a *pro rata* basis as consideration for the purchase by APM of all the issued and outstanding shares of CVG held by the CVG Shareholders;

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

1. INTERPRETATION

1.1 Definitions. In this Agreement and all Schedules hereto, the following capitalized terms and expressions have the following meanings, unless the context requires otherwise:

- (a) **“Additional Shares”** has the meaning specified in Section 2.8 of this Agreement;
- (b) **“Agreement”** shall mean this Agreement, and all the exhibits, schedules and other documents attached to or referred to in this Agreement, and all amendments and supplements, if any, to this Agreement;
- (c) **“Alpha CP Holdings Royalty”** means the 0.5% NSR Royalty payable to CP Holdings Corporation pursuant to the NQ Holdings Inc. Alpha Purchase Agreement;
- (d) **“Alpha NQ Holdings Royalty”** means the 2.0% NSR Royalty payable to NQ Holdings Inc. pursuant to the NQ Holdings Inc. Alpha Purchase Agreement;
- (e) **“Alpha Property”** means the mining claims described on Schedule E under the heading “Alpha Property”;
- (f) **“APM Documents”** means this Agreement and any other documents contemplated by this Agreement to be used by APM;
- (g) **“Business Day”** means a day which is not a Saturday, Sunday, or statutory holiday in British Columbia;
- (h) **“Closing”** means the completion of the Exchange Transaction, in accordance with Section 6 hereof, at which the Closing Documents will be exchanged by the parties, except for those documents or other items specifically required to be exchanged at a later time;
- (i) **“Closing Date”** shall mean a date mutually agreed upon by the parties hereto in writing following the satisfaction or waiver by APM, CVG and the CVG Shareholders of the conditions precedent set out in Sections 4.1, 4.2 and 4.3;
- (j) **“Closing Documents”** means the papers, instruments and documents required to be executed and delivered at Closing pursuant to this Agreement;
- (k) **“Common Shares”** means common shares without par value in the capital of APM, as constituted at the date hereof;
- (l) **“CSE”** means the Canadian Securities Exchange;
- (m) **“CVG Documents”** means this Agreement and any other document contemplated by this Agreement to be signed by CVG;
- (n) **“CVG Financial Statements”** mean the unaudited financial statements of CVG for the year ended December 31, 2022;
- (o) **“CVG Material Adverse Effect”** has the meaning ascribed to that term in Section 1.7 of Schedule D of this Agreement;
- (p) **“CVG Nevada”** means CV Gold Inc., a Nevada corporation;
- (q) **“CVG Shareholder”** means a holder of CVG Shares;

- (r) “**CVG Shares**” means the 21,500,000 common shares in the capital of CVG held by the CVG Shareholders, being all of the issued and outstanding common shares of CVG;
- (s) “**Danny Boy CP Holdings Royalty**” means the 0.5% NSR payable to CP Holdings Corporation pursuant to the Danny Boy Option Agreement;
- (t) “**Danny Boy Lappin Royalty**” means the 2.0% NSR payable to Lappin LLC pursuant to the Danny Boy Lappin Lease and Option Agreement;
- (u) “**Danny Boy Lappin Lease and Option Agreement**” means the Exploration Lease and Option to Purchase Agreement dated June 10, 2022 between Lappin LLC and NQ Holdings Inc.;
- (v) “**Danny Boy NQ Holdings Royalty**” means the 1.0% NSR payable to NQ Holdings Inc. pursuant to the Danny Boy Option Agreement;
- (w) “**Danny Boy Option Agreement**” means the Property Option Agreement dated August 11, 2022, as amended March 22, 2023, and as further amended and restated April 25, 2023 between NQ Holdings Inc. and CVG Nevada;
- (x) “**Danny Boy Property**” means the mining claims described on Schedule E under the heading “Danny Boy Property”;
- (y) “**Eligible CVG Shareholder**” means a CVG Shareholder that is either (i) a resident of Canada for purposes of the Tax Act and is not exempt from tax under s. 149 of the Tax Act, or (ii) a partnership one or more of the members of which satisfy the criteria specified in (i).
- (z) “**Exchange Ratio**” has the meaning specified in Section 2.3 of this Agreement;
- (aa) “**Exchange Transaction**” means the exchange of the Transaction Shares for the CVG Shares;
- (bb) “**Liabilities**” includes any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, known or unknown, asserted choate or inchoate, liquidated or unliquidated, secured or unsecured;
- (cc) “**Mining Rights**” has the meaning ascribed to that term in Section 1.16(a) of Schedule D of this Agreement;
- (dd) “**NQ Holdings Inc. Alpha Purchase Agreement**” means the Property Purchase and Sale Agreement dated April 1, 2021, as amended on July 1, 2022;
- (ee) “**NQ Holdings Inc. Danny Boy Assignment Agreement**” means the Assignment of Exploration Lease and Option to Purchase Agreement dated August 11, 2022, as restated April 25, 2023;

- (ff) **“NQ Holdings Inc. Ziggurat Purchase Agreement”** means the Property Purchase and Sale Agreement dated April 1, 2021;
- (gg) **“NSR”** means Net Smelter Return;
- (hh) **“Option Agreement”** means the option agreement dated July 8, 2022 between CVG, CVG Nevada and Centerra (U.S.) Inc. and in respect of 504 unpatented mining claims located in Nye County, Nevada;
- (ii) **“Outside Date”** means June 30, 2023;
- (jj) **“Permitted Royalties”** means the (i) Alpha CP Holdings Royalty; (ii) Alpha NQ Holdings Royalty; (iii) Danny Boy CP Holdings Royalty; (iv) Danny Boy Lappin Royalty; (v) Danny Boy NQ Holdings Royalty; (vi) Ziggurat CP Holdings Royalty; and (vii) Ziggurat NQ Holdings Royalty;
- (kk) **“Properties”** means collectively, the Alpha Property, the Danny Boy Property and the Ziggurat Property;
- (ll) **“Tax Act”** means the *Income Tax Act* (Canada).
- (mm) **“Taxes”** includes international, federal, provincial and local income taxes, capital gains tax, value-added taxes, franchise, personal property and real property taxes, levies, assessments, tariffs, duties (including any customs duty), business license or other fees, sales, use and any other taxes relating to the assets of the designated party or the business of the designated party for all periods up to and including the Closing Date, together with any related charge or amount, including interest, fines, penalties and additions to tax, if any, arising out of tax assessments;
- (nn) **“Transaction Shares”** means the 11,500,000 Common Shares to be issued by APM at Closing in exchange for the CVG Shares existing as at the date hereof and on the Closing Date following the exercise of the CVG Options as set out in Schedule A hereto;
- (oo) **“United States”** or **“U.S.”** means, as the context requires, the United States of America, its territories and possessions, any state of the United States, and/or the District of Columbia;
- (pp) **“U.S. Person”** means a U.S. person as defined in Rule 902(k) of Regulation S under the U.S. Securities Act;
- (qq) **“U.S. Securities Act”** means the United States Securities Act of 1933, as amended;
- (rr) **“U.S. Shareholder”** means (i) a U.S. Person; (ii) any person who receives or received an offer of the Transaction Shares while in the United States; (iii) any person acquiring the Transaction Shares on behalf of, or for the account or benefit of, any U.S. Person or any person in the United States; or (iv) any person who is or was in the United States at the time when such person executed or delivered this Agreement.

- (ss) **“Ziggurat CP Holdings Royalty”** means the 0.5% NSR Royalty payable to CP Holdings Corporation pursuant to the NQ Holdings Inc. Ziggurat Purchase Agreement;
- (tt) **“Ziggurat NQ Holdings Royalty”** means the 1.0% NSR Royalty payable to NQ Holdings Inc. pursuant to the NQ Holdings Inc. Ziggurat Purchase Agreement; and
- (uu) **“Ziggurat Property”** means the mining claims described on Schedule E under the heading Ziggurat Property”.

1.2 Other Terms. Other terms may be defined elsewhere in this Agreement and, unless otherwise indicated, will have such meaning indicated throughout this Agreement.

1.3 Interpretation. In this Agreement and the Schedules attached hereto, unless the context otherwise requires:

- (a) all uses of the words “hereto”, “herein”, “hereby”, “hereof” and “hereunder” and similar expressions refer to this Agreement and not to any particular section or portion of it;
- (b) unless specified otherwise, reference in this Agreement to a statute refers to that statute as it may be amended from time to time, or to any restated or successor legislation of comparable effect;
- (c) all accounting and financial terms used herein, unless specifically provided to the contrary, will be interpreted and applied in accordance with generally accepted accounting principles, including without limitation IFRS, from time to time approved by the Canadian Accounting Standards Board, or any successor institute, applicable as at the date on which any calculation or determination is required to be made in accordance with generally accepted accounting principles;
- (d) any reference to the term “including” means “including without limitation” and will not be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it;
- (e) nothing in this Agreement is intended to or will, expressly or by implication, confer upon any person, other than the parties hereto, any rights or remedies of any kind;
- (f) if any action is required to be taken pursuant to this Agreement on or by a specified date which is not a Business Day, then such action will be valid if taken on or by the next succeeding Business Day;
- (g) the Schedules to this Agreement form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement. Any reference to “this Agreement” will include the Schedules hereto; and
- (h) all references to currency referred to in this Agreement are in Canadian Dollars unless expressly stated otherwise.

1.4 Schedules. The following Schedules are attached to and form part of this Agreement:

- Schedule A – CVG Shareholders, CVG Shares Outstanding Prior to Closing and Transaction Shares Issuable in Exchange
- Schedule B – Material contracts and commitments of CVG
- Schedule C – Representations and Warranties of APM
- Schedule D – Representations and Warranties of CVG
- Schedule E – Property Description
- Schedule F – U.S. Representation Letter for U.S. Shareholders

2. OFFER, PURCHASE AND SALE OF SHARES

2.1 Offer, Purchase and Sale of Shares. Subject to the terms and conditions of this Agreement, the CVG Shareholders hereby covenant and agree to sell, assign and transfer to APM, and APM hereby covenants and agrees to purchase from the CVG Shareholders, all of the CVG Shares held by the CVG Shareholders. The parties acknowledge that the issuance of the Transaction Shares will be made in reliance of the exemption from the prospectus requirement contained in section 2.16 of NI 45-106.

2.2 Consideration. As consideration for the sale of the CVG Shares to APM by the CVG Shareholders, APM will:

- (i) allot and issue the Transaction Shares to the CVG Shareholders in the amounts set out opposite each CVG Shareholder's name in Schedule A attached hereto; and
- (ii) pay \$200,000 in cash (the "**Cash Payment**") to the CVG Shareholders pro rata in proportion to their holdings of the CVG Shares.

2.3 Exchange Ratio. The CVG Shares issued and outstanding immediately prior to Closing will be exchanged for the Transaction Shares at an exchange ratio of 0.53488372 Transaction Share for one CVG Share (the "**Exchange Ratio**").

2.4 Share Exchange Procedure. Each CVG Shareholder may exchange his, her or its certificate representing the CVG Shares by delivering such certificate to APM duly executed and endorsed in blank (or accompanied by duly executed stock powers duly endorsed in blank), in each case in proper form for transfer, and, if applicable, with all stock transfer and any other required documentary stamps affixed thereto and with appropriate instructions to allow the transfer agent to issue certificates for the Transaction Shares to the holder thereof.

2.5 Legend. The share certificates representing the Transaction Shares will be endorsed with a time based restrictive legend for the time periods described in section 2.6 below, together with any such legend required to be affixed under any applicable law or stock exchange rule.

2.6 Hold Periods. The Transaction Shares will be subject to a voluntary hold period from the date of issuance and released as to:

- (a) 25% on the Closing Date;
- (b) 25% on the date that is 4 months following the Closing Date;
- (c) 25% on the 8 month anniversary of the Closing Date; and
- (d) 25% on the 12 month anniversary of the Closing Date.

2.7 Fractional Shares. APM will not be obligated to issue any fractional Transaction Shares and the total number of Transaction Shares set out opposite the name of each holder of CVG Shares in Schedule A attached hereto represents such holder's entitlement rounded down or up to the closest whole number of Transaction Shares. A one-half share entitlement will be rounded down.

2.8 Additional Shares. In the event that:

- (a) the Option Agreement remains in good standing on January 31, 2024; and
- (b) by January 31, 2024 Centerra (U.S.) Inc. has either:
 - (i) Commenced making the second tranche of annual Expenditures (as that term is defined in the Option Agreement) required by the Option Agreement; or
 - (ii) provided formal assurances to APM that it intends to keep the Option Agreement in good standing following the third anniversary of the Effective Date (as that term is defined in the Option Agreement);

then APM will issue 4,500,000 Common Shares to NewQuest Capital Inc. (the "**Additional Shares**").

2.9 Tax Election. If requested by any Eligible CVG Shareholder (an "**Electing CVG Shareholder**"), APM and such Electing CVG Shareholder agree to jointly execute and file a joint election under s. 85(1) or s. 85(2) of the Tax Act (as applicable, a "**Section 85 Election**") with the Canada Revenue Agency, in which election the Electing CVG Shareholder shall be entitled to elect, for purposes of the Tax Act, the amount of their proceeds of disposition and APM's cost of the CVG Shares acquired from such Electing CVG Shareholder, provided that:

- (a) the numeric amounts specified by the Electing CVG Shareholder in their Section 85 Election are within the limits prescribed by the Tax Act;
- (b) the Electing CVG Shareholder shall be solely responsible for preparing the Section 85 Election and providing APM with a letter representing to APM that such Seller is either (i) a resident of Canada for purposes of the Tax Act and is not exempt from tax under s. 149 of the Tax Act, or (ii) a partnership one or more of the members of which satisfy the criteria specified in (i).

APM shall execute any completed Section 85 Election form received from an Electing CVG Shareholder and shall mail such form to the Electing CVG Shareholder's address as noted on the form within 45 days

of receipt thereof, provided that APN shall not be obligated to execute any Section 85 Election form received after 45 days from the Closing Date. The Electing CVG Shareholder shall be solely responsible for preparing and filing the form with the appropriate tax authorities and shall contemporaneously provide a copy of such form to APN, and the Electing Shareholder shall be solely responsible for any interest or penalties associated with any late filing of their Section 85 election. APN shall not be liable for any damages arising to an Electing CVG Shareholder for late filing, any errors or omissions, or otherwise in respect of any Section 85 Election form contemplated in this Section 2.9, and APM's obligations shall be limited to executing and returning the Section 85 Election forms as contemplated in this Section 2.9.

3. REPRESENTATIONS AND WARRANTIES

3.1 Each of the CVG Shareholders hereby severally represents and warrants to APM (and each acknowledges that APM is relying upon such representations and warranties in connection with the execution, delivery and performance of this Agreement) that as of the date hereof and as at the Closing Date:

- (a) Such CVG Shareholder is the legal and beneficial owner of the CVG Shares listed opposite his, her or its name in Schedule A hereto and upon delivery by APM to or to the order of such CVG Shareholder of the number of Transaction Shares shown opposite such CVG Shareholder's name in Schedule A hereto, APM will acquire good, valid, marketable and indefeasible title to the CVG Shares, free and clear of any liens, claims, charges and encumbrances whatsoever.
- (b) Such CVG Shareholder holds no other shares in the capital of CVG or any option or right to acquire additional shares in the capital of CVG.
- (c) If such CVG Shareholder is a corporation:
 - (i) such CVG Shareholder is a corporation duly incorporated and organized under the laws of the jurisdiction of its incorporation, is a valid and subsisting corporation, and is in good standing under the laws of such jurisdiction;
 - (ii) the performance of the terms of this Agreement, if applicable, will not be in violation of the charter documents of such CVG Shareholder or of any agreement to which such CVG Shareholder is a party and will not result in the creation or imposition of any lien, encumbrance or restriction of any nature whatsoever in favour of a third party upon or against the CVG Shares owned by such CVG Shareholder;
 - (iii) such CVG Shareholder has the corporate power and capacity to enter into this Agreement and perform its obligations thereunder and such CVG Shareholder has taken all necessary corporate action to duly authorize execution and delivery of the Agreement by such CVG Shareholder;
 - (iv) this Agreement constitutes the valid, binding and enforceable obligation of such CVG Shareholder in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency, the relief of debtors, specific performance, injunctive relief and other equitable remedies; and

- (d) unless the Shareholder is a U.S. Shareholder and has completed and delivered a U.S. Representation Letter for U.S. Shareholders in the form attached hereto as Schedule "G" (in which case the Shareholder makes the representations, warranties and covenants therein):
- (i) the offer to purchase the Shareholder's CVG Shares was not made to the Shareholder when either the Shareholder or any beneficial purchaser for whom it is acting, if applicable, was in the United States;
 - (ii) the Shareholder is not a U.S. Person, is not in the United States and is not acquiring the applicable Transaction Shares on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States;
 - (iii) at the time this Agreement was executed and delivered by the Shareholder, the Shareholder was outside the United States;
 - (iv) if the Shareholder is a corporation or entity, (A) a majority of the Shareholder's voting equity is beneficially owned by persons resident outside the United States; and (B) the Shareholder's affairs are wholly controlled and directed from outside of the United States;
 - (v) the Shareholder or any beneficial purchaser for whom it is acting, if applicable, has no intention to distribute either directly or indirectly any of the Payment Shares in the United States, except in compliance with the U.S. Securities Act; and
 - (vi) the current structure of this transaction and all transactions and activities contemplated in this Agreement is not a scheme by the Shareholder to avoid the registration requirements of the U.S. Securities Act and any applicable U.S. state securities laws;
- (e) for CVG Shareholders other than NewQuest Capital Inc., such CVG Shareholder acknowledges and agrees that the entirety of the consideration it is entitled to under this Agreement is as described in section 2.2, and that it has no claim to any of the Additional Shares, if issued;
- (f) all of the representations and warranties of CVG as contained in this Agreement are true and correct to the best of the knowledge and belief of each CVG Shareholder, after due inquiry.

4. CONDITIONS PRECEDENT

4.1 Conditions Precedent to Closing by All Parties. The obligation of all parties to this Agreement to close the Exchange Transaction will be subject to the fulfillment to the satisfaction of all parties at or before Closing of all of the following conditions or the written waiver thereof by all parties:

- (a) the laws of the Province of British Columbia and any other jurisdiction in which the securities regulatory authorities of that jurisdiction would have jurisdiction over the affairs of the parties hereto or any of them regarding the Exchange Transaction will have been complied with.

4.2 Conditions Precedent to Closing by APM. The obligation of APM to close the Exchange Transaction will be subject to the satisfaction or written waiver of the conditions set forth below at or before Closing. These conditions precedent are for the benefit of APM and may be waived by APM in its sole discretion.

- (a) Board Approval. The board of directors of APM shall have approved the transaction.
- (b) Representations and Warranties. The representations and warranties of CVG and the CVG Shareholders set forth in this Agreement will be true, correct and complete in all respects as of the Closing Date, as though made on and as of the Closing Date and CVG will have delivered to APM a certificate dated as of the Closing Date, to the effect that the representations and warranties made by CVG in this Agreement remain true and correct.
- (c) Performance. All of the covenants and obligations that CVG and the CVG Shareholders are required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been performed and complied with in all material respects.
- (d) Transaction Documents. This Agreement, the CVG Documents, the CVG Financial Statements and all other documents necessary or reasonably required to consummate the Exchange Transaction, all in form and substance reasonably satisfactory to APM, will have been executed and delivered to APM.
- (e) Third Party Consents. APM will have received duly executed copies of all third party consents and approvals (including stock exchange approvals, if applicable) in form and substance reasonably satisfactory to APM.
- (f) Working Capital. Immediately before closing of the Exchange Transaction, CVG will have positive working capital of at least \$1.
- (g) No Material Adverse Change. No material adverse change will have occurred relating to the business, results of operations, assets, liabilities, financial condition of CVG, CVG Nevada or the Properties from March 15, 2023.
- (h) No Action. No suit, action, or proceeding will be pending or threatened which would:
 - (i) prevent the consummation of any of the transactions contemplated by this Agreement; or
 - (ii) cause the Exchange Transaction to be rescinded following consummation.
- (i) Delivery of Financial Statements. CVG will have delivered to APM the CVG Financial Statements prepared in accordance with Section 1.3(c) of this Agreement.
- (j) Due Diligence Generally. APM and its solicitors will be reasonably satisfied with their due diligence investigation of CVG that is reasonable and customary in a transaction of a similar nature to that contemplated by the Exchange Transaction, including:

- (i) materials, documents and information in the possession and control of CVG and the CVG Shareholders which are reasonably germane to the Exchange Transaction and the business of CVG and its subsidiaries; and
- (ii) title to the material assets of CVG and CVG Nevada.

4.3 Conditions Precedent to Closing by CVG and the CVG Shareholders. The obligation of CVG and the CVG Shareholders to consummate the Exchange Transaction will be subject to the satisfaction or written waiver of the conditions set forth below at or before Closing. These conditions precedent are for the benefit of CVG and the CVG Shareholders and may be waived by CVG and the CVG Shareholders in their discretion.

- (a) Board Approval. The board of directors of CVG shall have approved the transaction.
- (b) Representations and Warranties. The representations and warranties of APM set forth in this Agreement will be true, correct and complete in all respects as of the Closing Date, as though made on and as of the Closing Date and APM will have delivered to CVG a certificate dated as of the Closing Date, to the effect that the representations and warranties made by APM in this Agreement remain true and correct.
- (c) Performance. All of the covenants and obligations that APM is required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been performed and complied with in all material respects. APM must have delivered each of the documents required to be delivered by it pursuant to this Agreement.
- (d) Transaction Documents. This Agreement, the APM Documents and all other documents necessary or reasonably required to consummate the Exchange Transaction, all in form and substance reasonably satisfactory to CVG, will have been executed and delivered by APM.
- (e) No Action. No suit, action, or proceeding will be pending or threatened before any governmental or regulatory authority wherein an unfavourable judgment, order, decree, stipulation, injunction or charge would:
 - (i) prevent the consummation of any of the transactions contemplated by this Agreement; or
 - (ii) cause the Exchange Transaction to be rescinded following consummation.

5. ADDITIONAL COVENANTS OF THE PARTIES

5.1 Conduct of CVG and APM Business Prior to Closing. From the date of this Agreement to the Closing Date, and except to the extent that APM otherwise consents in writing, CVG will operate its business substantially as presently operated and only in the ordinary course and in compliance with all applicable laws, and use its best efforts to preserve intact its good reputation and present business organization and to preserve its relationships with persons having business dealings with it. Likewise, from the date of this Agreement to the Closing Date, and except to the extent that CVG otherwise consents in writing, APM will operate its business substantially as presently operated and only in the ordinary course and in compliance with all applicable laws, and use its best efforts to preserve intact its

good reputation and present business organization and to preserve its relationships with persons having business dealings with it.

5.2 Certain Acts Prohibited – CVG. Except as expressly contemplated by this Agreement or for purposes in furtherance of this Agreement, between the date of this Agreement and the Closing Date, CVG will not, without the prior written consent of APM:

- (a) amend its incorporation or other constating documents;
- (b) incur any liability or obligation other than in the ordinary course of business or encumber or permit the encumbrance of the Properties or any properties or assets of CVG except in the ordinary course of business;
- (c) dispose of or contract to dispose of any CVG property or assets, including the interests governed by the contracts described in Schedule B attached hereto, except in the ordinary course of business consistent with past practice;
- (d) issue, deliver, sell, pledge or otherwise encumber or subject to any lien any CVG Shares, or any rights, warrants or options to acquire, any such shares or any, voting securities or convertible securities of CVG;
- (e) declare, set aside or pay any dividends on, or make any other distributions in respect of the CVG Shares,
- (f) split, combine or reclassify any CVG Shares or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for the CVG Shares; or
- (g) increase benefits or compensation expenses of CVG, other than as contemplated by the terms of any employment agreement in existence on the date of this Agreement, increase the cash compensation of any director, executive officer or other key employee or pay any benefit or amount not required by a plan or arrangement as in effect on the date of this Agreement to any such person.

5.3 Access and Investigation. Between the date of this Agreement and the Closing Date, CVG will, and will cause each of its representatives to:

- (a) afford APM and its representatives full and free access to its personnel, properties, assets, contracts, books and records, and other documents and data;
- (b) furnish APM and its representatives with copies of all such contracts, books and records, and other existing documents and data as required by this Agreement and as APM may otherwise reasonably request; and
- (c) furnish APM and its representatives with such additional financial, operating, and other data and information as the other may reasonably request.

All such access, investigation and communication by a party and its representatives will be conducted during normal business hours and in a manner designed not to interfere unduly with the normal business operations.

5.4 CVG Shares. CVG and the CVG Shareholders will take all necessary action to cancel any outstanding options, warrants, subscriptions, conversion rights, or other rights, agreement or commitment obligating CVG to issue any additional CVG Shares such that there will only be 21,500,000 CVG Shares issued and outstanding on the Closing Date and no common share purchase warrants or stock options.

5.5 Notification. Between the date of this Agreement and the Closing Date, each of the parties to this Agreement will promptly notify the other parties in writing if it becomes aware of any fact or condition that causes or constitutes a material breach of any of its representations and warranties as of the date of this Agreement, if it becomes aware of the occurrence after the date of this Agreement of any fact or condition that would cause or constitute a material breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. Should any such fact or condition require any change in the Schedules relating to such party, such party will promptly deliver to the other parties a supplement to the Schedules specifying such change. During the same period, each party will promptly notify the other parties of the occurrence of any material breach of any of its covenants in this Agreement or of the occurrence of any event that may make the satisfaction of such conditions impossible or unlikely.

5.6 Exclusivity. Until such time, if any, as this Agreement is terminated pursuant to its terms, CVG will not, directly or indirectly, solicit, initiate, entertain or accept any inquiries or proposals from, discuss or negotiate with, provide any non-public information to, or consider the merits of any unsolicited inquiries or proposals from, any person or entity relating to any transaction involving the sale of the business or assets (other than in the ordinary course of business), or any of the capital stock of CVG, as applicable, or any merger, consolidation, business combination, or similar transaction other than as contemplated by this Agreement.

5.7 Assistance for Closing of Exchange Transaction. Each of CVG and the CVG Shareholders will use commercially reasonable efforts to provide any documents, including without limitation independent geological reports and valuation reports, necessary to obtain the regulatory approvals required to complete the Exchange Transaction.

6. CLOSING

6.1 Closing. The Closing of the Exchange Transaction will take place on the Closing date at the offices of APM's legal counsel or at such other location as agreed to by the parties. Notwithstanding the location of the Closing of the Exchange Transaction, each party agrees that the Closing of the Exchange Transaction may be completed by the exchange of undertakings between the respective legal counsel for the parties hereto, provided such undertakings are satisfactory to each party's respective legal counsel.

6.2 Closing Deliveries of CVG and the CVG Shareholders. At Closing, CVG and the CVG Shareholders will deliver or cause to be delivered the following, fully executed and in the form and substance reasonably satisfactory to APM:

- (a) copies of this Agreement executed by each of CVG and the CVG Shareholders;
- (b) copies of all resolutions of the directors of CVG:

- (i) approving the Exchange Transaction and this Agreement and authorizing execution and delivery of this Agreement and all other documents to be delivered by CVG at Closing;
- (ii) authorizing the transfer of the CVG Shares from the CVG Shareholders to APM and authorizing the issuance of a new certificate, certificates DRS or other instrument(s), representing 21,500,000 CVG Shares registered in the name of APM;
- (c) if any CVG Shareholder is a corporation, any documentation required by the CSE;
- (d) share certificates representing all of the CVG Shares owned by the CVG Shareholders, duly endorsed for transfer;
- (e) the CVG Documents and any other necessary documents, each duly executed by CVG, as required to give effect to the Exchange Transaction;
- (f) a certificate of an officer of CVG, dated at Closing, certifying that:
 - (i) each covenant and obligation of CVG in this Agreement has been complied with;
 - (ii) each representation, warranty and covenant of CVG in this Agreement is true and correct at the Closing as if made on and as of the Closing;
- (g) a certificate of an officer of CVG, dated at Closing, certifying that all conditions referenced in Section 4 in favour of CVG have been satisfied or waived;
- (h) with respect to U.S. Shareholders, the U.S. Representation Letter attached hereto as Schedule "G"; and
- (i) for each CVG Shareholder, either:
 - (i) a duly completed and executed IRS Form W-9 or certificate from the CVG Shareholder stating that the CVG Shareholder is not (A) a "foreign person" for purposes of Section 1445 of the Code or (B) subject to backup U.S. withholding; or
 - (ii) a duly completed and executed IRS Form W-8BEN-E, in form reasonably satisfactory to APM.

6.3 Closing Deliveries of APM. At Closing, APM will deliver or cause to be delivered the following, fully executed and in the form and substance reasonably satisfactory to CVG:

- (a) a copy of this Agreement executed by APM;
- (b) copies of all resolutions of the directors of APM:

- (i) approving the Exchange Transaction and this Agreement and authorizing execution and delivery of this Agreement and all other documents to be delivered by APM at Closing; and
- (ii) authorizing the issuance of the Transaction Shares and share certificates in the name of each of the CVG Shareholders as set out in Schedule A attached hereto.
- (c) the share certificates, DRS or other instrument representing the Transaction Shares with the total number of Transaction Shares issuable to such CVG Shareholder being as set out opposite his name in Schedule A hereto;
- (d) the Cash Payment made by wire transfer to **NewQuest Capital Inc.** in trust on behalf of the CVG Shareholders;
- (e) the APM Documents and any other necessary documents, each duly executed by APM, as required to give effect to the Exchange Transaction;
- (f) a certificate of an officer of APM, dated at Closing, certifying that:
 - (i) each covenant and obligation of APM in this Agreement has been complied with;
 - (ii) each representation, warranty and covenant of APM is true and correct at the Closing as if made on and as of the Closing;
- (g) a certificate of an officer of APM, dated at Closing, certifying that all conditions referenced in Section 4 in favour of APM have been satisfied or waived.

7. TERMINATION

7.1 Termination. This Agreement may be terminated at any time prior to the Closing Date contemplated hereby by:

- (a) APM and CVG, upon mutual agreement;
- (b) APM, if there has been a material breach by CVG or any of the CVG Shareholders of any representation, warranty, covenant or agreement set forth in this Agreement that is not cured to the reasonable satisfaction of APM within ten Business Days after notice of such breach is given by APM (except that no cure period will be provided for a breach by CVG or the CVG Shareholders that by its nature cannot be cured);
- (c) CVG, if there has been a material breach by APM of any material representation, warranty, covenant or agreement set forth in this Agreement on the part of APM that is not cured by APM, to the reasonable satisfaction of CVG, within ten Business Days after notice of such breach is given by CVG (except that no cure period will be provided for a breach by APM that by its nature cannot be cured);
- (d) APM or CVG, if the Transaction contemplated by this Agreement has not been consummated by the Outside Date, unless the parties hereto agree to extend such date in writing; or

- (e) APM or CVG if any permanent injunction or other order of a governmental entity of competent authority preventing the consummation of the Transaction contemplated by this Agreement has become final and non-appealable.

7.2 Effect of Termination. In the event of the termination of this Agreement as provided in Section 7.1, this Agreement will be of no further force or effect, provided, however, that no termination of this Agreement will relieve any party of liability for any breaches of this Agreement that are based on a wrongful refusal or failure to perform any obligations.

8. POWER OF ATTORNEY

8.1 Representative. Each CVG Shareholder hereby irrevocably nominates, constitutes and appoints the Chief Executive Officer of CVG as his, her or its agent and attorney-in-fact (the "Representative") to act on his, her or its behalf with full power and authority in his, her or its name, place and stead to:

- (a) deliver all certificates, documents and agreements representing CVG Shares to APM;
- (b) execute and deliver a stock power or agreement to transfer CVG Shares to APM;
- (c) execute and deliver all such further documents and instruments and do all such acts and things as any party may, either before or after the Time of Closing of this Agreement, reasonably require of the other in order that the full intent and meaning of this Agreement is carried out. Without limiting the foregoing, the Representative may, on their own behalf and on behalf of the CVG Shareholders, extend the Time of Closing, modify or waive any provisions as are contemplated herein, negotiate, settle and deliver the final forms of any documents that are necessary or desirable to give effect to the transactions contemplated by this Agreement, extend such time periods as may be contemplated herein or terminate this Agreement, in their absolute discretion, as they deem appropriate;
- (d) give and receive communications; and
- (e) take all actions necessary or appropriate in the judgment of the Representative for the accomplishment of the foregoing, including without limitation the right to resolve any disagreements or disputes, and to exercise such rights, power and authority as are incidental thereto;

and this power of attorney shall terminate upon the Closing or termination of this Agreement.

8.2 Substitute. In the event that the Representative is unavailable to act as the Representative, or becomes incapable (through death or legal incapacity) of acting as Representative, then such person as is then designated by a majority of CVG's board of directors, as then constituted, is authorized and directed to take such action on behalf of CVG and each CVG Shareholder and to exercise such rights, power and authority as are authorized, delegated and granted to the Representative under this Agreement.

8.3 Binding. CVG and each CVG Shareholder agrees to be bound by the actions taken by the Representative pursuant to this power of attorney in accordance with the terms hereof and hereby waives

any and all defences which may be available to CVG and each CVG Shareholder to contest, negate or disaffirm the action of the Representative taken under this power of attorney.

8.4 Indemnity. The Representative and CVG, its directors, officers, employees, advisors and agents, shall not be liable for any act done or omitted hereunder as attorney for CVG and each CVG Shareholder. CVG and each CVG Shareholder indemnifies the Representative and holds him harmless against any loss, liability or expense arising out of, or in connection with, any actions taken pursuant to this power of attorney.

8.5 Validity. Each of the CVG Shareholders hereby acknowledges and agrees that any decision or exercise of discretion made by the Representative under this Agreement, shall be final and binding upon the CVG Shareholders so long as such decision or exercise was made in good faith. APM shall have no duty to enquire into the validity of any document execution or other action taken by the Representative on behalf of the CVG Shareholders pursuant to this Section 8.

9. INDEMNIFICATION, REMEDIES, SURVIVAL

9.1 Certain Definitions. For the purposes of this Article 9, the terms “Loss” and “Losses” mean any and all demands, claims, actions or causes of action, assessments, losses, damages, Liabilities, costs, and expenses, including without limitation, interest, penalties, fines and reasonable attorneys, accountants and other professional fees and expenses, but excluding any indirect, consequential or punitive damages suffered by APM or CVG including damages for lost profits or lost business opportunities.

9.2 Agreement of CVG to Indemnify. CVG will indemnify, defend, and hold harmless, to the full extent of the law, APM from, against, and in respect of any and all losses asserted against, relating to, imposed upon, or incurred by APM and its shareholders by reason of, resulting from, based upon or arising out of:

- (a) the breach by CVG of any representation or warranty of CVG contained in or made pursuant to this Agreement, any CVG Document or any certificate or other instrument delivered pursuant to this Agreement; or
- (b) the breach or partial breach by CVG of any covenant or agreement of CVG made in or pursuant to this Agreement, any CVG Document or any certificate or other instrument delivered pursuant to this Agreement.

9.3 Agreement of the CVG Shareholders to Indemnify. The CVG Shareholders will indemnify, defend, and hold harmless, to the full extent of the law, APM from, against, and in respect of any and all losses asserted against, relating to, imposed upon, or incurred by APM and its shareholders by reason of, resulting from, based upon or arising out of:

- (a) any breach by the CVG Shareholders of Section 3 of this Agreement; or
- (b) any misstatement, misrepresentation or breach of the representations and warranties made by the CVG Shareholders contained in this Agreement.

9.4 Agreement of NewQuest Capital Inc. to Indemnify. Without limiting the obligations of NewQuest Capital Inc., including any that may arise pursuant to section 9.3 of this Agreement, NewQuest

Capital Inc. will indemnify, defend, and hold harmless, to the full extent of the law, APM from, against, and in respect of any and all losses asserted against, related to, imposed upon, or incurred by APM and its shareholders by reason of, resulting from, based upon or arising out of CVG failing to satisfy the condition precedent of CVG having a positive working capital of at least \$1 immediately before closing of the Exchange Transaction pursuant to section 4.2(f) of this Agreement.

9.5 Agreement of APM to Indemnify. APM will indemnify, defend, and hold harmless, to the full extent of the law, CVG and the CVG Shareholders from, against, for, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by CVG and the Selling Shareholders by reason of, resulting from, based upon or arising out of:

- (a) the breach by APM of any representation or warranty of APM contained in or made pursuant to this Agreement, any APM Document or any certificate or other instrument delivered pursuant to this Agreement; or
- (b) the breach or partial breach by APM of any covenant or agreement of APM made in or pursuant to this Agreement, any APM Document or any certificate or other instrument delivered pursuant to this Agreement.

10. GENERAL PROVISIONS

10.1 Further Assurances. Each of the parties hereto will co-operate with the others and execute and deliver to the other parties hereto such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other party hereto as necessary to carry out, evidence, and confirm the intended purposes of this Agreement.

10.2 Amendment. Except as herein otherwise provided, this Agreement may not be amended except by an instrument in writing signed by each of the parties.

10.3 Notices. Any notice required or permitted to be given under this Agreement will be in writing and may be given by delivering, sending by email transmission, or sending by prepaid registered mail posted in Canada, the notice to the following address or email address:

- (a) If to a CVG Shareholder :

to the address of such CVG Shareholder as shown opposite his name in Schedule A hereto

- (b) If to CVG:

ClearView Gold Inc.
1210 – 1130 West Pender Street
Vancouver, British Columbia V6E 4A4
Attention: Alistair Waddell, CEO and Director
E-mail: **[EMAIL ADDRESS REDACTED]**

With a copy (which will not constitute notice) to:

DuMoulin Black LLP
10th Floor, 595 Howe Street

Vancouver, British Columbia V6C 2T5

Attention: David Gunasekera
Email: **[EMAIL ADDRESS REDACTED]**

(c) If to APM:

American Pacific Mining Corp.
910 – 510 Burrard Street
Vancouver, British Columbia
Attention: Warwick Smith, CEO and Director
E-mail: **[EMAIL ADDRESS REDACTED]**

With a copy (which will not constitute notice) to:

McMillan LLP
Suite 1500 - 1055 – West Georgia Street
Vancouver, British Columbia V6E 4N7

Attention: Gary Floyd
Email: **[EMAIL ADDRESS REDACTED]**

Any notice delivered or sent by email transmission on a Business Day will be deemed conclusively to have been effectively given on the day the notice was delivered, or the email transmission was sent successfully to the email address set out above, as the case may be. Any notice sent by prepaid registered mail will be deemed conclusively to have been effectively given on the third Business Day after posting; but if at the time of posting or between the time of posting and the third Business Day thereafter there is a strike, lockout, or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.

10.4 Expenses. APM, the CVG Shareholders and CVG will each bear their own transaction costs in connection with the execution and performance of this Agreement and the Exchange Transaction, including all fees and expenses of agents, representatives and accountants.

10.5 Governing Law. This Agreement will be construed and enforced according to the laws of the Province of British Columbia and the applicable federal laws of Canada and each party to this Agreement hereby attorns to the jurisdiction of any appropriate court in the Province of British Columbia for an action which, in whole or in part, in any way arises under this Agreement.

10.6 Headings and Captions. The division of this Agreement into headings, sections, sub-sections, paragraphs and Schedules is for convenience of reference only and in no way defines, limits, or enlarges the scope or meaning of the provisions of this Agreement. The section, sub-section, paragraph and Schedule headings are not intended to be full or precise descriptions of the text to which they refer and are not to be considered part of this Agreement.

10.7 Number and Gender. All references to any party will be read with such changes in number and gender as the context or reference requires.

10.8 Severability. If any provision of this Agreement is determined to be void or unenforceable in whole or in part, it will be deemed not to affect or impair the validity of any other provision of this Agreement and such void or unenforceable provision will be severable from this Agreement.

10.9 Benefits. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective representatives, heirs, successors and assigns.

10.10 Entire Agreement. This Agreement, the Schedules attached hereto and the other documents in connection with the Exchange Transaction contain the entire agreement between the parties with respect to the subject matter hereof and supersede all prior arrangements and understandings, both written and oral, expressed or implied, with respect thereto. Any preceding correspondence or offers are expressly superseded and terminated by this Agreement.

10.11 Counterparts. This Agreement may be executed in two or more counterparts and may be executed and delivered by electronic transmission and all such counterparts and electronically transmitted documents will together constitute one and the same document.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

AMERICAN PACIFIC MINING CORP.

Per: "Warwick Smith"
Warwick Smith
Chief Executive Officer

CLEARVIEW GOLD INC.

Per: "Alistair Waddell"
Alistair Waddell
Chief Executive Officer

CVG SHAREHOLDERS:

EXECUTED by Wendell Zerb in the presence of:)

)

"Alistair Waddell")

Signature)

Alistair Waddell)

Print Name)

)

"Wendell Zerb"

Wendell Zerb

EXECUTED by Caleb Stroup in the presence of:)

"Brennan Zerb")

Signature)

Brennan Zerb)

Print Name)

"Caleb Stroup"

Caleb Stroup

EXECUTED by Tero Kosonen in the presence of:)
)
 "Sandra Wong")
 Signature)
 Sandra Wong) "Tero Kosonen"
 Print Name) Tero Kosonen
)

EXECUTED by Sandra Wong in the presence of:)
)
"Cheryl Harpestad")
Signature)
Cheryl Harpestad) "Sandra Wong")
Print Name) Sandra Wong)
)

EXECUTED by Gregory Dering in the presence)
of:)
)
)
"Shelton Davis")
Signature)
Shelton Davis)
Print Name)

"Gregory Dering")
Gregory Dering)

EXECUTED by Antti Vuori in the presence of:)
)
"Sandra Wong")
Signature)
Sandra Wong) "Antti Vuori"
Print Name) Antti Vuori
)

EXECUTED by Brennan Zerb in the presence of:)
)
 "Caleb Stroup")
 Signature)
 Caleb Stroup) "Brennan Zerb"
 Print Name) Brennan Zerb
)

NewQuest Capital Inc.

Per: “Authorized Signatory”
Authorized Signatory

Waddell Consulting Inc.

Per: “Authorized Signatory”
Authorized Signatory

Family Swing Holdings Inc.

Per: “Authorized Signatory”
Authorized Signatory

RSKJ Holdings Inc.

Per: “Authorized Signatory”
Authorized Signatory

SCHEDULE A

LIST OF CVG SECURITYHOLDERS

CVG SHARES OUTSTANDING PRIOR TO CLOSING AND TRANSACTION SHARES ISSUABLE IN EXCHANGE

Name	Address	Number of CVG Shares held before Closing	Total Number of Transaction Shares to be issued by APM on Closing
NewQuest Capital Inc.	<u>[Address Redacted]</u>	13,800,000 (64.19%)	7,381,395
Wendell Zerb	<u>[Address Redacted]</u>	1,375,000 (6.40%)	735,465
Waddell Consulting Inc.	<u>[Address Redacted]</u>	1,250,000 (5.81%)	668,605
Caleb Stroup	<u>[Address Redacted]</u>	1,750,000 (8.14%)	936,047
Tero Kosonen	<u>[Address Redacted]</u>	1,500,000 (6.98%)	802,326
Sandra Wong	<u>[Address Redacted]</u>	275,000 (1.28%)	147,093
Gregory Dering	<u>[Address Redacted]</u>	900,000 (4.19%)	481,395
Antti Vuori	<u>[Address Redacted]</u>	225,000 (1.05%)	120,349
Brennan Zerb	<u>[Address Redacted]</u>	225,000 (1.05%)	120,349
Family Swing Holdings Inc.	<u>[Address Redacted]</u>	100,000 (0.47%)	53,488
RSKJ Holdings Inc.	<u>[Address Redacted]</u>	100,000 (0.47%)	53,488

SCHEDULE B

MATERIAL CONTRACTS AND COMMITMENTS OF CVG

Contract Type	Signing date	Parties	Details
Option Agreement	July 8, 2022	CVG, CVG Nevada and Centerra (U.S.) Inc.	Option Agreement granting Centerra (U.S.) Inc. the option to acquire a 70% interest in a number of unpatented mining claims, and contemplating the negotiation and entering into a Joint Venture Agreement between CVG, CVG Nevada and Centerra (U.S.) Inc., within the Earn-In Period.

SCHEDULE C

Representations and Warranties of APM

APM represents and warrants to CVG and the CVG Shareholders (and acknowledges that CVG and the CVG Shareholders are relying upon such representations and warranties in connection with the execution, delivery and performance of this Agreement) that as of the date hereof and as at the Closing Date:

1.1 Organization and Good Standing. APM is duly incorporated, organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and authority to own, lease and carry on its business as now being conducted. APM is qualified to do business and is in good standing as a corporation in each of the jurisdictions in which it owns property, leases property, does business, or is otherwise required to do so, where the failure to be so qualified would have a material adverse effect on the businesses, operations, or financial condition of APM.

1.2 Authority. APM has all requisite corporate power and authority to execute and deliver this Agreement and the APM Documents and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of each of the APM Documents by APM and the consummation by APM of the transactions contemplated hereby have been duly authorized by its board of directors and no other corporate or shareholder proceedings on the part of APM are necessary to authorize such documents or to consummate the transactions contemplated. This Agreement has been, and the other APM Documents when executed and delivered by APM as contemplated by this Agreement will be, duly executed and delivered by APM and this Agreement is, and the other APM Documents when executed and delivered by APM, as contemplated hereby will be, valid and binding obligations of APM enforceable in accordance with their respective terms, except:

- (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally;
- (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies; and
- (c) as limited by public policy.

1.3 Capitalization of APM. The authorized capital of APM consists of an unlimited number of Common Shares without par value and an unlimited number of preferred shares without par value. As of the date of this Agreement, there are 176,733,938 Common Shares of APM issued and outstanding, and no preferred shares outstanding. There are no agreements purporting to restrict the transfer of the Common Shares, no voting agreements, voting trusts, or other arrangements restricting or affecting the voting of the Common Shares of APM.

1.4 Reporting Issuer. APM is a "reporting issuer" in the provinces of British Columbia, Alberta and Ontario; and is not in default of its continuous disclosure obligations with the securities regulators of such provinces.

1.5 Disclosure. All disclosure documents of APM filed under applicable Securities Laws, including but not limited to, financial statements, prospectuses, offering memorandums, information circulars, material change reports and shareholder communications (the "APM Disclosure Documents") contain no untrue

statement of a material fact as at the date thereof nor do they omit to state a material fact which, at the date thereof, was required to have been stated or was necessary to prevent a statement that was made from being false or misleading in the circumstances in which it was made.

1.6 Actions and Proceedings. To the knowledge of APM, there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of APM) pending or threatened by or against APM or affecting APM's assets at law or in equity, before or by any federal, provincial, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign, and APM is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success.

1.7 Material Liabilities. There are no material liabilities of APM, whether direct, indirect, absolute, contingent or otherwise, which are not disclosed or reflected in the APM Financial Statements except those incurred in the ordinary course of business of APM, which have been disclosed to CVG;

1.8 Material Adverse Change. There has not been any Material Adverse Change of any kind whatsoever to the financial position or condition of APM or any damage, loss or other change of any kind whatsoever in circumstances materially affecting the business, assets of APM or the right or capacity of APM to carry on its business other than as disclosed in the APM Financial Statements and the APM Disclosure Documents;

1.9 Compliance. To its knowledge, APM is not in material breach of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever;

1.10 Non-Contravention. Neither the execution, delivery and performance of this Agreement, nor the consummation of the Exchange Transaction, will:

(a) conflict with, result in a violation of, cause a default under (with or without notice, lapse of time or both) or give rise to a right of termination, amendment, cancellation or acceleration of any obligation contained in or the loss of any material benefit under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the material properties or assets of APM under any term, condition or provision of any loan or credit agreement, note, debenture, bond, mortgage, indenture, lease or other agreement, instrument, permit, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to APM or any of its material property or assets;

(b) violate any provision of the applicable incorporation or charter documents of APM; or

(c) violate any order, writ, injunction, decree, statute, rule, or regulation of any court or governmental or regulatory authority applicable to APM or any of its material property or assets.

1.11 Validity of Transaction Shares Issuable under the Exchange Transaction. The Transaction Shares to be issued to the CVG Shareholders upon consummation of the Exchange Transaction in accordance with this Agreement will, upon issuance, have been duly and validly authorized and, when so issued in accordance with the terms of this Agreement, will be duly and validly issued, fully paid and non-assessable.

SCHEDULE D
Representations and Warranties of CVG

CVG represents and warrants to APM (and acknowledges that APM is relying upon such representations and warranties in connection with the execution, delivery and performance of this Agreement) that as of the date hereof and as at the Closing Date:

1.1 Organization and Good Standing. CVG and CVG Nevada are duly incorporated, organized, validly existing and in good standing under the laws of the jurisdiction of their incorporation and have all requisite corporate power and authority to own, lease and carry on their business as now being conducted. CVG and CVG Nevada are qualified to do business and are in good standing in each of the jurisdictions in which they own property, lease property, conduct business, or are otherwise required to do so, where the failure to be so qualified would have a material adverse effect on the businesses, operations, or financial condition of CVG or CVG Nevada, as the case may be.

1.2 Authority. CVG has all requisite corporate power and authority to execute and deliver this Agreement and the CVG Documents and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of each of the CVG Documents by CVG and the consummation by CVG of the transactions contemplated hereby have been duly authorized by its board of directors and no other corporate or shareholder proceedings on the part of CVG are necessary to authorize such documents or to consummate the transactions contemplated hereby. This Agreement has been, and the other CVG Documents when executed and delivered by CVG as contemplated by this Agreement will be, duly executed and delivered by CVG and this Agreement is, and the other CVG Documents when executed and delivered by CVG, as contemplated hereby will be, valid and binding obligations of CVG enforceable in accordance with their respective terms, except:

- (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally;
- (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies; and
- (c) as limited by public policy.

1.3 Capitalization.

(a) The authorized capital of CVG consists of an unlimited number of common shares without par value. As of the date of this Agreement, there are 21,500,000 common shares of CVG issued and outstanding and no common share purchase warrants or stock option. There are no agreements purporting to restrict the transfer of the CVG Shares, and no shareholders agreements, pooling agreements, voting agreements, voting trusts, or other arrangements restricting or affecting the voting of the CVG Shares.

(b) The authorized capital of CVG Nevada consists of an unlimited number of common shares without par value. As of the date of this Agreement, there is one common share of CVG Nevada issued and outstanding. There are no agreements purporting to restrict the transfer of the common shares of CVG Nevada, and no shareholders agreements, pooling agreements, voting agreements, voting trusts, or other arrangements restricting or affecting the voting of the common shares of CVG Nevada.

1.4 Absence of Rights. No person has any right, agreement or option, present or future, contingent or absolute, pre-emptive or contractual, or any right capable of becoming a right, agreement or option, for the issue or allotment of any unissued common shares of CVG or CVG Nevada, or any other agreement or option for the issue or allotment of any unissued common shares of CVG or CVG Nevada, or any other security convertible into or exchangeable for any such common shares or to require CVG to purchase, redeem or otherwise acquire any of the issued and outstanding common shares of CVG, or to require CVG Nevada to purchase, redeem or otherwise acquire any of the issued and outstanding common shares of CVG Nevada, other than pursuant to the Exchange Transaction.

1.5 Reporting Issuer Status. CVG is not a reporting issuer in any jurisdiction, and its common shares are not listed on any stock exchange or trading facility.

1.6 Non-Contravention. Neither the execution, delivery and performance of this Agreement, nor the consummation of the Exchange Transaction, will:

(a) conflict with, result in a violation of, cause a default under (with or without notice, lapse of time or both) or give rise to a right of termination, amendment, cancellation or acceleration of any obligation contained in or the loss of any material benefit under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the material properties or assets of CVG under any term, condition or provision of any loan or credit agreement, note, debenture, bond, mortgage, indenture, lease or other agreement, instrument, permit, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to CVG or any of its material properties or assets;

(b) violate any provision of the applicable incorporation or charter documents of CVG; or

(c) violate any order, writ, injunction, decree, statute, rule, or regulation of any court or governmental or regulatory authority applicable to CVG or any of its material properties or assets.

1.7 Actions and Proceedings. To the best knowledge of CVG, there is no claim, charge, arbitration, grievance, action, suit, investigation or proceeding by or before any court, arbiter, administrative agency or other governmental authority now pending or, to the best knowledge of CVG, threatened against CVG which involves any of the business, or the properties or assets of CVG that, if adversely resolved or determined, would have a material adverse effect on the business, operations, assets, properties, prospects or conditions of CVG taken as a whole (an “**CVG Material Adverse Effect**”). There is no reasonable basis for any claim or action that, based upon the likelihood of its being asserted and its success if asserted, would have such an CVG Material Adverse Effect.

1.8 Compliance.

(a) To the best knowledge of CVG, CVG is in compliance with, is not in default or violation in any material respect under, and has not been charged with or received any notice at any time of any material violation of any statute, law, ordinance, regulation, rule, decree or other applicable regulation to the business or operations of CVG;

(b) To the best knowledge of CVG, CVG is not subject to any judgment, order or decree entered in any lawsuit or proceeding applicable to its business and operations that would constitute an CVG Material Adverse Effect;

(c) CVG has duly filed all reports and returns required to be filed by it with governmental authorities and has obtained all governmental permits and other governmental consents, except as may be required after the execution of this Agreement. All such permits and consents are in full force and effect, and no proceedings for the suspension or cancellation of any of them, and no investigation relating to any of them, is pending or to the best knowledge of CVG, threatened, and none of them will be affected in a material adverse manner by the consummation of the Exchange Transaction; and

(d) CVG has operated in material compliance with all laws, rules, statutes, ordinances, orders and regulations applicable to its business. CVG has not received any notice of any violation thereof, nor is CVG aware of any valid basis therefore.

1.9 Financial Statements. The CVG Financial Statements contain no misrepresentation and,

(a) present fairly, in all material respects, the financial position of CVG and the statements of operations, retained earnings, cash flow from operations and changes in financial information of CVG for the periods specified in such CVG Financial Statements;

(b) have been prepared in conformity with International Financial Reporting Standards applied throughout the periods involved; and

(c) do not contain any untrue statement of material fact or omit to state a material fact required to be stated or that is necessary to make a statement not misleading in light of the circumstances under which it was made, with respect to the period covered by the CVG Financial Statements.

1.10 Absence of Undisclosed Liabilities. CVG has no material Liabilities or obligations either direct or indirect, matured or unmatured, absolute, contingent or otherwise, which:

(a) are not set forth in the CVG Financial Statements or have not heretofore been paid or discharged;

(b) did not arise in the regular and ordinary course of business under any agreement, contract, commitment, lease or plan specifically disclosed in writing to APM; or

(c) have not been incurred in amounts and pursuant to practices consistent with past business practice, in or as a result of the regular and ordinary course of its business since the date of the last CVG Financial Statements.

1.11 Tax Matters.

(a) As of the date hereof:

(i) Each of CVG and CVG Nevada has timely filed all tax returns in connection with any Taxes which are required to be filed on or prior to the date hereof, taking into account any extensions of the filing deadlines which have been validly granted to them, and

(ii) all such returns are true and correct in all material respects;

(b) Each of CVG and CVF Nevada has paid all Taxes that have become or are due with respect to any period ended on or prior to the date hereof;

(c) No claim has ever been made by any governmental authority in a jurisdiction where CVG or CVG Nevada does not presently file Tax Returns that it is or may be subject to taxation by that jurisdiction or is required to file tax returns in that jurisdiction.

(d) CVG is not presently under and has not received notice of, any contemplated investigation or audit by the Canada Revenue Agency or any foreign taxing authority concerning any fiscal year or period ended prior to the date hereof;

(e) Each of CVG and CVG Nevada has withheld from each amount paid or credited by them to any person the amount of Taxes required to be withheld and has remitted such Taxes to the proper governmental authority within the time required under applicable law; and

(f) To the best knowledge of CVG, the CVG Financial Statements contain full provision for all Taxes including any deferred Taxes that may be assessed to CVG for the accounting period ended on the 31st day of December, 2022 (the “**CVG Accounting Date**”) or for any prior period in respect of any transaction, event or omission occurring, or any profit earned, on or prior to the CVG Accounting Date or for any profit earned by CVG on or prior to the CVG Accounting Date or for which CVG is accountable up to such date and all contingent Liabilities for Taxes have been provided for or disclosed in the CVG Financial Statements.

1.12 Absence of Changes. Since the CVG Accounting Date, CVG has not without public disclosure:

(a) incurred any Liabilities, other than Liabilities incurred in the ordinary course of business consistent with past practice, or discharged or satisfied any lien or encumbrance, or paid any Liabilities, other than in the ordinary course of business consistent with past practice, or failed to pay or discharge when due any Liabilities of which the failure to pay or discharge has caused or will cause any material damage or risk of material loss to it or any of its assets or properties;

(b) sold, encumbered, assigned or transferred any material fixed assets or properties other than pursuant to the Option Agreement;

(c) created, incurred, assumed or guaranteed any indebtedness for money borrowed, or mortgaged, pledged or subjected any of the material assets or properties of CVG to any mortgage, lien, pledge, security interest, conditional sales contract or other encumbrance of any nature whatsoever;

(d) made or suffered any amendment or termination of any material agreement, contract, commitment, lease or plan to which it is a party or by which it is bound, or cancelled, modified or waived any substantial debts or claims held by it or waived any rights of substantial value, other than in the ordinary course of business;

(e) declared, set aside or paid any dividend or made or agreed to make any other distribution or payment in respect of its capital shares or redeemed, purchased or otherwise acquired or agreed to redeem, purchase or acquire any of its capital shares or equity securities;

(f) suffered any damage, destruction or loss, whether or not covered by insurance, that materially and adversely affects its business, operations, assets, properties or prospects;

(g) suffered any material adverse change in its business, operations, assets, properties, prospects or condition (financial or otherwise);

(h) received notice or had knowledge of any actual or threatened labour trouble, termination, resignation, strike or other occurrence, event or condition of any similar character which has had or might have an adverse effect on its business, operations, assets, properties or prospects; or

(i) other than in the ordinary course of business, increased the salaries or other compensation of, or made any advance (excluding advances for ordinary and necessary business expenses) or loan to, any of its employees or directors or made any increase in, or any addition to, other benefits to which any of its employees or directors may be entitled.

1.13 Absence of Certain Changes or Events. Since the CVG Accounting Date, there has not been:

(a) an CVG Material Adverse Effect; or

(b) any material change by CVG in its accounting methods, principles or practices.

1.14 Subsidiaries. CVG does not have any subsidiaries other than CVG Nevada. 100% of the issued and outstanding shares of common stock of CVG Nevada are owned by CVG, and CVG does not have any affiliated companies or agreements, options or commitments to acquire any shares or securities of any corporation or to acquire or lease any business operations, real property or assets other than pursuant to the Exchange Transaction.

1.15 Material Assets. Other than the Permitted Royalties and, in the case of the unpatented mining claims which CVG Nevada leases and owns, the paramount title of the United States of America, and Section 2.01(c) of the Danny Boy Option Agreement, and subject to the full exercise of the Danny Boy Option Agreement and Danny Boy Lappin Lease and Option Agreement, CVG itself, and through its subsidiary CVG Nevada is the absolute legal and beneficial owner of, and has good and marketable title to, all of its material assets relating to the Properties, free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever and no other assets or property rights are necessary for the conduct of this business of CVG and, there are no material restrictions on the ability of CVG to use, transfer or otherwise exploit such assets or property rights, and CVG does not know of any claim or basis for a claim that might or could adversely affect its rights to use, transfer or otherwise exploit such assets or property rights and CVG has no responsibility or obligation to pay any commission, royalty, license, fee or similar payment to any person with respect to the assets or property rights thereof, except the obligation of CVG Nevada to pay the federal annual mining claim maintenance fees for the unpatented mining claims which it leases and owns. Any and all agreements pursuant to which CVG holds its material assets relating to the Properties, or is entitled to the use of or to acquire ownership of such material assets (whether directly or indirectly) are valid and subsisting agreements in full force and effect, enforceable in accordance with its respective terms, and there is currently no material default of any provisions of any such agreements by any party thereto nor has any such default been alleged, and CVG, after making due enquiries, is not aware of any disputes with respect thereto and such assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situate, and all leases, licenses, concessions, and claims pursuant to which CVG derives its interests (whether legal or beneficial) in such material assets are in good standing and there has been no material default under any such leases, licenses, concessions, and claims and all material Taxes required to be paid with respect to such assets to the date hereof have been paid. CVG Nevada has no assets other than its interest in the Properties.

1.16 Title to the Mining Rights.

(a) CVG itself, and through CVG Nevada holds its title to the Properties through its ownership or lease of unpatented mining claims located on the public lands of the United States of America in accordance with the Mining Law of 1872, 30 U.S.C. 22 et seq. (collectively, the “**Mining Rights**”) and other than the Permitted Encumbrances, such Mining Rights are free and clear of any encumbrances or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise), including any mortgage, lien, charge, pledge or security interest, whether fixed or floating, or any joint-venture or similar interest, earn-in provision, assignment, lease, option, right of pre-emption, privilege, encumbrance, easement, servitude, right of way, restrictive covenant, right of use or any other material right or material claim of any kind or nature whatsoever which affects ownership or possession of, or title to, any interest in, or the right to use or occupy such property or assets; and

(b) to CVG’s best knowledge, there are no conflicting claims that could constitute a material defect in CVG Nevada’s title to any of the Mining Rights.

(c) to CVG’s best knowledge, there are no pending or threatened suits, claims, actions, proceedings or investigations of any nature affecting the Properties or the Mining Rights.

(d) The unpatented mining claims which comprise the Mining Rights which CVG located and, to CVG’s best knowledge, the unpatented mining claims which CVG Nevada leases, were located in accordance with the Mining Law of 1872, are in good standing, are free and clear of any material Liens or charges other than the Permitted Royalties and the Option Agreement. Other than the Permitted Royalties, no royalty, revenue sharing or other similar interest is payable in respect of any of the Mining Rights. There are no restrictions on the use, transfer or ability to otherwise exploit any such Mining Rights, except as required by applicable federal and state laws and regulations and the terms of the Material Contracts relating to the Mining Rights.

(e) The Mining Rights are the only material prospecting or exploration rights owned or held by CVG with respect to the Properties.

(f) CVG has not received notice from any governmental licensing authority of any material proposal or intention to withdraw, revoke, amend or terminate any of the Mining Rights.

(g) All material obligations in respect of the Mining Rights have been complied with at all times and CVG is currently in compliance with the obligations required of it under the Mining Rights, and no action, claim, demand, dispute or liability in respect of the same is outstanding or threatened.

(h) The Danny Boy Option Agreement, the Danny Boy Lappin Lease and Option Agreement and the Option Agreement are in good standing in all respects.

1.17 Environmental Laws. To the best knowledge of CVG, it is not in violation of any federal, provincial, state, local, municipal or foreign statute, law, rule, regulation, ordinance, code, policy or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products (collectively “**Hazardous Materials**”) or to the manufacture, processing, distribution, use, treatment, storage, disposal, transports or handling of Hazardous Materials (collectively,

“Environmental Laws”). To the best knowledge of CVG, it has all permits, authorizations and approval required under any applicable Environmental Laws and is in compliance with the requirements of any applicable Environmental Laws, and there are no pending, or to the knowledge of CVG, threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of non-compliance or violations, investigations, or proceedings related to any Environmental Laws against CVG.

1.18 Possession of Licenses and Permits. Other than as disclosed in writing to APM prior to the closing date, CVG possesses such permits, certificates, licenses, approvals, consents and other authorizations (collectively, **“Governmental Licenses”**) issued by the appropriate federal, provincial, state, local or foreign regulatory agencies of bodies necessary to own, lease, use, stake or maintain the Properties and to conduct the business now operated by it and to conduct the exploration of the Properties as presently contemplated, except where the failure to possess such Governmental Licenses would not reasonably be expected to have an CVG Material Adverse Effect. CVG is in material compliance with the terms and conditions of all such Governmental Licenses. All of the Governmental Licenses are valid and in full force and effect. CVG has not received any notice of proceedings relating to the revocation or modification of any such Governmental Licenses. CVG is licensed, qualified and registered to carry on business as currently conducted and contemplated to be conducted.

1.19. Material Contracts and Transactions. All of the material contracts, agreements, licenses, permits, arrangements, commitments, instruments, understandings or contracts, whether written or oral, express or implied, contingent, fixed or otherwise (collectively, the **“Material Contracts”**) have been disclosed to APM. CVG has not received notification from any party claiming that CVG is in breach or default under any Material Contract and CVG is not aware that any counterparty to any Material Contract is in breach or default thereof.

1.20 No Brokers. CVG has not incurred any obligation or liability to any party for any brokerage fees, agent’s commissions, or finder’s fees in connection with the Exchange Transaction.

1.21 Completeness of Disclosure. No representation or warranty by CVG in this Agreement nor any certificate, schedule, statement, document or instrument furnished or to be furnished to APM pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated herein or therein or necessary to make any statement herein or therein not materially misleading.

SCHEDULE E

[Property Description]

ALPHA PROPERTY - List of Claims

BC Lode Mining Claims

Eureka County, Nevada

Township 32 North, Range 49 East, Sections 14, 22, 24, 26, 34, 36

Township 31 North, Range 49 East, Sections 2 & 10

Mt. Diablo Meridian

Number of Claims: 80

Claim Name	Owner(s)	Location Date	County Doc. #	BLM Ser. #	Legacy Ser. #
BC-56	CV Gold Inc.	18-Oct-2019	2019-239920	NV101857573	NMC1197218
BC-58	CV Gold Inc.	18-Oct-2019	2019-239922	NV101857574	NMC1197220
BC-60	CV Gold Inc.	18-Oct-2019	2019-239924	NV101857575	NMC1197222
BC-62	CV Gold Inc.	18-Oct-2019	2019-239926	NV101857576	NMC1197224
BC-64	CV Gold Inc.	18-Oct-2019	2019-239928	NV101857577	NMC1197226
BC-66	CV Gold Inc.	18-Oct-2019	2019-239930	NV101857578	NMC1197228
BC-68	CV Gold Inc.	18-Oct-2019	2019-239932	NV101858572	NMC1197230
BC-74	CV Gold Inc.	18-Oct-2019	2019-239936	NV101858573	NMC1197234
BC-75	CV Gold Inc.	18-Oct-2019	2019-239937	NV101858574	NMC1197235
BC-76	CV Gold Inc.	18-Oct-2019	2019-239938	NV101858575	NMC1197236
BC-77	CV Gold Inc.	18-Oct-2019	2019-239939	NV101858576	NMC1197237
BC-78	CV Gold Inc.	18-Oct-2019	2019-239940	NV101858577	NMC1197238
BC-79	CV Gold Inc.	18-Oct-2019	2019-239941	NV101858578	NMC1197239
BC-80	CV Gold Inc.	18-Oct-2019	2019-239942	NV101858579	NMC1197240
BC-127	CV Gold Inc.	4-Feb-2020	2020-240378	NV101878595	NMC 1203375
BC-128	CV Gold Inc.	4-Feb-2020	2020-240379	NV101878596	NMC 1203376
BC-129	CV Gold Inc.	4-Feb-2020	2020-240380	NV101878597	NMC 1203377
BC-130	CV Gold Inc.	4-Feb-2020	2020-240381	NV101878598	NMC 1203378
BC-131	CV Gold Inc.	4-Feb-2020	2020-240382	NV101878599	NMC 1203379
BC-132	CV Gold Inc.	4-Feb-2020	2020-240383	NV101878600	NMC 1203380
BC-244	CV Gold Inc.	4-Feb-2020	2020-240401	NV101879303	NMC 1203398
BC-245	CV Gold Inc.	4-Feb-2020	2020-240402	NV101879304	NMC 1203399
BC-246	CV Gold Inc.	4-Feb-2020	2020-240403	NV101879305	NMC 1203400
BC-247	CV Gold Inc.	4-Feb-2020	2020-240404	NV101879306	NMC 1203401
BC-248	CV Gold Inc.	4-Feb-2020	2020-240405	NV101880380	NMC 1203402

BC-250	CV Gold Inc.	4-Feb-2020	2020-240406	NV101880381	NMC 1203403
BC-251	CV Gold Inc.	4-Feb-2020	2020-240407	NV101880382	NMC 1203404
BC-252	CV Gold Inc.	4-Feb-2020	2020-240408	NV101880383	NMC 1203405
BC-253	CV Gold Inc.	4-Feb-2020	2020-240409	NV101880384	NMC 1203406
BC-254	CV Gold Inc.	4-Feb-2020	2020-240410	NV101880385	NMC 1203407
BC-255	CV Gold Inc.	4-Feb-2020	2020-240411	NV101880386	NMC 1203408
BC-256	CV Gold Inc.	4-Feb-2020	2020-240412	NV101880387	NMC 1203409
BC-133	CV Gold Inc.	5-Feb-2020	2020-240384	NV101879286	NMC 1203381
BC-134	CV Gold Inc.	5-Feb-2020	2020-240385	NV101879287	NMC 1203382
BC-135	CV Gold Inc.	5-Feb-2020	2020-240386	NV101879288	NMC 1203383
BC-230	CV Gold Inc.	5-Feb-2020	2020-240387	NV101879289	NMC 1203384
BC-231	CV Gold Inc.	5-Feb-2020	2020-240388	NV101879290	NMC 1203385
BC-232	CV Gold Inc.	5-Feb-2020	2020-240389	NV101879291	NMC 1203386
BC-233	CV Gold Inc.	5-Feb-2020	2020-240390	NV101879292	NMC 1203387
BC-234	CV Gold Inc.	5-Feb-2020	2020-240391	NV101879293	NMC 1203388
BC-235	CV Gold Inc.	5-Feb-2020	2020-240392	NV101879294	NMC 1203389
BC-236	CV Gold Inc.	5-Feb-2020	2020-240393	NV101879295	NMC 1203390
BC-237	CV Gold Inc.	5-Feb-2020	2020-240394	NV101879296	NMC 1203391
BC-238	CV Gold Inc.	5-Feb-2020	2020-240395	NV101879297	NMC 1203392
BC-239	CV Gold Inc.	5-Feb-2020	2020-240396	NV101879298	NMC 1203393
BC-240	CV Gold Inc.	5-Feb-2020	2020-240397	NV101879299	NMC 1203394
BC-241	CV Gold Inc.	5-Feb-2020	2020-240398	NV101879300	NMC 1203395
BC-242	CV Gold Inc.	5-Feb-2020	2020-240399	NV101879301	NMC 1203396
BC-243	CV Gold Inc.	5-Feb-2020	2020-240400	NV101879302	NMC 1203397
BC-286	CV Gold Inc.	5-Feb-2020	2020-240413	NV101880388	NMC 1203410
BC-287	CV Gold Inc.	5-Feb-2020	2020-240414	NV101880389	NMC 1203411
BC-288	CV Gold Inc.	5-Feb-2020	2020-240415	NV101880390	NMC 1203412
BC-289	CV Gold Inc.	5-Feb-2020	2020-240416	NV101880391	NMC 1203413
BC-290	CV Gold Inc.	5-Feb-2020	2020-240417	NV101880392	NMC 1203414
BC-291	CV Gold Inc.	5-Feb-2020	2020-240418	NV101880393	NMC 1203415
BC-292	CV Gold Inc.	5-Feb-2020	2020-240419	NV101880394	NMC 1203416
BC-293	CV Gold Inc.	5-Feb-2020	2020-240420	NV101880395	NMC 1203417
BC-294	CV Gold Inc.	5-Feb-2020	2020-240421	NV101880396	NMC 1203418
BCA-53	CV Gold Inc.	13-Aug-2020	2020-241961	NV101960067	NMC1207832
BCA-54	CV Gold Inc.	13-Aug-2020	2020-241962	NV101960068	NMC1207833
BCA-55	CV Gold Inc.	13-Aug-2020	2020-241963	NV101960069	NMC1207834
BCA-57	CV Gold Inc.	13-Aug-2020	2020-241964	NV101960070	NMC1207835
BCA-59	CV Gold Inc.	13-Aug-2020	2020-241965	NV101960071	NMC1207836
BCA-61	CV Gold Inc.	13-Aug-2020	2020-241966	NV101960072	NMC1207837

BCA-63	CV Gold Inc.	13-Aug-2020	2020-241967	NV101960073	NMC1207838
BCA-65	CV Gold Inc.	13-Aug-2020	2020-241968	NV101960074	NMC1207839
BCA-67	CV Gold Inc.	13-Aug-2020	2020-241969	NV101960075	NMC1207840
BCA-69	CV Gold Inc.	13-Aug-2020	2020-241970	NV101960076	NMC1207841
BCA-70	CV Gold Inc.	13-Aug-2020	2020-241971	NV101960077	NMC1207842
BCA-73	CV Gold Inc.	13-Aug-2020	2020-241972	NV101960078	NMC1207843
BCA-81	CV Gold Inc.	13-Aug-2020	2020-241973	NV101960079	NMC1207844
BCA-82	CV Gold Inc.	13-Aug-2020	2020-241974	NV101960080	NMC1207845
BCA-83	CV Gold Inc.	13-Aug-2020	2020-241975	NV101960081	NMC1207846
BCA-84	CV Gold Inc.	13-Aug-2020	2020-241976	NV101960082	NMC1207847
BCA-85	CV Gold Inc.	13-Aug-2020	2020-241977	NV101960083	NMC1207848
BCA-86	CV Gold Inc.	13-Aug-2020	2020-241978	NV101960084	NMC1207849
BCA-87	CV Gold Inc.	13-Aug-2020	2020-241979	NV101960085	NMC1207850
BCA-88	CV Gold Inc.	13-Aug-2020	2020-241980	NV101960086	NMC1207851
BCA-89	CV Gold Inc.	13-Aug-2020	2020-241981	NV101960087	NMC1207852
BCA-90	CV Gold Inc.	13-Aug-2020	2020-241982	NV101920519	NMC1207853

ZIGGURAT PROPERTY - List of Claims

ZG Lode Mining Claims

Nye County, Nevada

Township 13 North, Range 44 East, sections 35 and 36

Township 12 North, Range 44 East, Sections 1, 2, 10, 11, 12, 13, 14

Township 12 North, Range 44 East, Sections 15, 22, 23, 24, 25, 26, 27

Township 13 North, Range 44.5 East, Sections 25, 26, 35, and 36

Township 13 North, Range 45 East, Sections 29, 30, 31, and 32

Township 12 North, Range 44.5 East, Sections 1, 2, 11, 12, 13, 14

Township 12 North, Range 45 East, Sections 5, 6, 7, and 18

Total Claims: 504

Claim ID	Claimant	Date of Location	County Doc. #	BLM Serial #
ZG-134	CV Gold Inc.	4/14/2021	959937	NV105249258
ZG-136	CV Gold Inc.	4/14/2021	959936	NV105249259
ZG-137	CV Gold Inc.	4/14/2021	959935	NV105249260
ZG-138	CV Gold Inc.	4/14/2021	959934	NV105249261
ZG-139	CV Gold Inc.	4/14/2021	959933	NV105249262
ZG-140	CV Gold Inc.	9/1/2019	920658	NV101572746
ZG-141	CV Gold Inc.	4/14/2021	959932	NV105249263
ZG-142	CV Gold Inc.	9/1/2019	920659	NV101572747
ZG-143	CV Gold Inc.	4/14/2021	959931	NV105249264
ZG-144	CV Gold Inc.	9/1/2019	920660	NV101572748
ZG-145	CV Gold Inc.	4/14/2021	959930	NV105249265
ZG-146	CV Gold Inc.	9/1/2019	920661	NV101572749
ZG-147	CV Gold Inc.	4/14/2021	959929	NV105249266
ZG-148	CV Gold Inc.	4/14/2021	959928	NV105249267
ZG-149	CV Gold Inc.	4/14/2021	959927	NV105249268
ZG-150	CV Gold Inc.	4/14/2021	959926	NV105249269
ZG-151	CV Gold Inc.	4/14/2021	959925	NV105249270
ZG-152	CV Gold Inc.	4/14/2021	959924	NV105249271
ZG-153	CV Gold Inc.	4/14/2021	959923	NV105249272
ZG-154	CV Gold Inc.	4/14/2021	959922	NV105249273
ZG-155	CV Gold Inc.	4/14/2021	959921	NV105249274
ZG-156	CV Gold Inc.	4/14/2021	959920	NV105249275
ZG-157	CV Gold Inc.	4/14/2021	959919	NV105249276
ZG-158	CV Gold Inc.	4/14/2021	959918	NV105249277
ZG-159	CV Gold Inc.	4/14/2021	959917	NV105249278
ZG-160	CV Gold Inc.	4/14/2021	959916	NV105249279
ZG-161	CV Gold Inc.	4/14/2021	959915	NV105249280
ZG-162	CV Gold Inc.	4/14/2021	959914	NV105249281

ZG-163	CV Gold Inc.	4/14/2021	959913	NV105249282
ZG-164	CV Gold Inc.	4/14/2021	959912	NV105249283
ZG-166	CV Gold Inc.	4/14/2021	959911	NV105249284
ZG-168	CV Gold Inc.	4/14/2021	959910	NV105249285
ZG-170	CV Gold Inc.	4/14/2021	959909	NV105249286
ZG-172	CV Gold Inc.	4/14/2021	959908	NV105249287
ZG-174	CV Gold Inc.	4/14/2021	959907	NV105249288
ZG-176	CV Gold Inc.	4/14/2021	959906	NV105249289
ZG-177	CV Gold Inc.	4/16/2021	959905	NV105249290
ZG-178	CV Gold Inc.	4/16/2021	959904	NV105249291
ZG-179	CV Gold Inc.	9/1/2019	920662	NV101572750
ZG-180	CV Gold Inc.	9/1/2019	920663	NV101572751
ZG-181	CV Gold Inc.	9/1/2019	920664	NV101573939
ZG-182	CV Gold Inc.	9/1/2019	920665	NV101573940
ZG-183	CV Gold Inc.	9/1/2019	920666	NV101573941
ZG-184	CV Gold Inc.	9/1/2019	920667	NV101573942
ZG-185	CV Gold Inc.	9/1/2019	920668	NV101573943
ZG-186	CV Gold Inc.	9/1/2019	920669	NV101573944
ZG-187	CV Gold Inc.	9/1/2019	920670	NV101573945
ZG-188	CV Gold Inc.	9/1/2019	920671	NV101573946
ZG-189	CV Gold Inc.	9/1/2019	920672	NV101573947
ZG-190	CV Gold Inc.	9/1/2019	920673	NV101573948
ZG-191	CV Gold Inc.	4/15/2021	959903	NV105249292
ZG-192	CV Gold Inc.	4/15/2021	959902	NV105249293
ZG-193	CV Gold Inc.	4/15/2021	959901	NV105249294
ZG-194	CV Gold Inc.	4/15/2021	959900	NV105249295
ZG-195	CV Gold Inc.	4/15/2021	959899	NV105249296
ZG-196	CV Gold Inc.	4/15/2021	959898	NV105249297
ZG-197	CV Gold Inc.	4/15/2021	959897	NV105249298
ZG-198	CV Gold Inc.	4/15/2021	959896	NV105249299
ZG-199	CV Gold Inc.	4/15/2021	959895	NV105249300
ZG-200	CV Gold Inc.	4/15/2021	959894	NV105249301
ZG-201	CV Gold Inc.	4/15/2021	959893	NV105249302
ZG-202	CV Gold Inc.	4/15/2021	959892	NV105249303
ZG-203	CV Gold Inc.	4/15/2021	959891	NV105249304
ZG-204	CV Gold Inc.	4/15/2021	959890	NV105249305
ZG-205	CV Gold Inc.	4/15/2021	959889	NV105249306
ZG-206	CV Gold Inc.	4/15/2021	959888	NV105249307
ZG-207	CV Gold Inc.	4/15/2021	959887	NV105249308
ZG-208	CV Gold Inc.	4/15/2021	959886	NV105249309
ZG-209	CV Gold Inc.	9/1/2019	920674	NV101573949

ZG-210	CV Gold Inc.	4/15/2021	959885	NV105249310
ZG-211	CV Gold Inc.	9/1/2019	920675	NV101573950
ZG-212	CV Gold Inc.	4/15/2021	959884	NV105249311
ZG-213	CV Gold Inc.	9/1/2019	920676	NV101573951
ZG-214	CV Gold Inc.	4/15/2021	959883	NV105249312
ZG-215	CV Gold Inc.	9/1/2019	920677	NV101573952
ZG-216	CV Gold Inc.	4/15/2021	959882	NV105249313
ZG-217	CV Gold Inc.	9/1/2019	920678	NV101573953
ZG-218	CV Gold Inc.	4/15/2021	959881	NV105249314
ZG-219	CV Gold Inc.	9/1/2019	920679	NV101573954
ZG-220	CV Gold Inc.	4/15/2021	959880	NV105249315
ZG-221	CV Gold Inc.	4/15/2021	959879	NV105249316
ZG-222	CV Gold Inc.	4/15/2021	959878	NV105249317
ZG-223	CV Gold Inc.	4/15/2021	959877	NV105249318
ZG-224	CV Gold Inc.	4/15/2021	959876	NV105249319
ZG-225	CV Gold Inc.	4/15/2021	959875	NV105249320
ZG-226	CV Gold Inc.	4/15/2021	959874	NV105249321
ZG-227	CV Gold Inc.	4/15/2021	959873	NV105249322
ZG-228	CV Gold Inc.	4/15/2021	959872	NV105249323
ZG-229	CV Gold Inc.	4/15/2021	959871	NV105249324
ZG-230	CV Gold Inc.	4/15/2021	959870	NV105249325
ZG-231	CV Gold Inc.	4/15/2021	959869	NV105249326
ZG-232	CV Gold Inc.	4/15/2021	959868	NV105249327
ZG-233	CV Gold Inc.	4/15/2021	959867	NV105249328
ZG-234	CV Gold Inc.	4/15/2021	959866	NV105249329
ZG-235	CV Gold Inc.	4/15/2021	959865	NV105249330
ZG-236	CV Gold Inc.	4/15/2021	959864	NV105249331
ZG-237	CV Gold Inc.	4/15/2021	959863	NV105249332
ZG-238	CV Gold Inc.	4/15/2021	959862	NV105249333
ZG-239	CV Gold Inc.	4/15/2021	959861	NV105249334
ZG-240	CV Gold Inc.	4/15/2021	959860	NV105249335
ZG-241	CV Gold Inc.	4/15/2021	959859	NV105249336
ZG-242	CV Gold Inc.	4/15/2021	959858	NV105249337
ZG-243	CV Gold Inc.	4/15/2021	959857	NV105249338
ZG-244	CV Gold Inc.	4/15/2021	959856	NV105249339
ZG-245	CV Gold Inc.	4/15/2021	959855	NV105249340
ZG-246	CV Gold Inc.	4/15/2021	959854	NV105249341
ZG-247	CV Gold Inc.	4/15/2021	959853	NV105249342
ZG-248	CV Gold Inc.	4/15/2021	959852	NV105249343
ZG-249	CV Gold Inc.	4/15/2021	959851	NV105249344
ZG-250	CV Gold Inc.	4/15/2021	959850	NV105249345

ZG-251	CV Gold Inc.	4/15/2021	959849	NV105249346
ZG-252	CV Gold Inc.	4/15/2021	959848	NV105249347
ZG-253	CV Gold Inc.	4/15/2021	959847	NV105249348
ZG-254	CV Gold Inc.	4/15/2021	959846	NV105249349
ZG-255	CV Gold Inc.	4/15/2021	959845	NV105249350
ZG-256	CV Gold Inc.	4/15/2021	959844	NV105249351
ZG-257	CV Gold Inc.	4/15/2021	959843	NV105249352
ZG-258	CV Gold Inc.	4/15/2021	959842	NV105249353
ZG-259	CV Gold Inc.	4/15/2021	959841	NV105249354
ZG-260	CV Gold Inc.	4/15/2021	959840	NV105249355
ZG-261	CV Gold Inc.	4/15/2021	959839	NV105249356
ZG-262	CV Gold Inc.	4/15/2021	959838	NV105249357
ZG-263	CV Gold Inc.	4/15/2021	959837	NV105249358
ZG-264	CV Gold Inc.	4/15/2021	959836	NV105249359
ZG-265	CV Gold Inc.	4/15/2021	959835	NV105249360
ZG-266	CV Gold Inc.	4/15/2021	959834	NV105249361
ZG-267	CV Gold Inc.	4/15/2021	959833	NV105249362
ZG-268	CV Gold Inc.	4/15/2021	959832	NV105249363
ZG-269	CV Gold Inc.	4/16/2021	959831	NV105249364
ZG-270	CV Gold Inc.	4/16/2021	959830	NV105249365
ZG-271	CV Gold Inc.	4/16/2021	959829	NV105249366
ZG-273	CV Gold Inc.	4/16/2021	959828	NV105249367
ZG-275	CV Gold Inc.	4/16/2021	959827	NV105249368
ZG-277	CV Gold Inc.	4/16/2021	959826	NV105249369
ZG-279	CV Gold Inc.	4/16/2021	959825	NV105249370
ZG-281	CV Gold Inc.	4/16/2021	959824	NV105249371
ZG-283	CV Gold Inc.	4/16/2021	959823	NV105249372
ZG-285	CV Gold Inc.	4/16/2021	959822	NV105249373
ZG-287	CV Gold Inc.	4/16/2021	959821	NV105249374
ZG-289	CV Gold Inc.	4/16/2021	959820	NV105249375
ZG-291	CV Gold Inc.	4/16/2021	959819	NV105249376
ZG-293	CV Gold Inc.	4/16/2021	959818	NV105249377
ZG-295	CV Gold Inc.	4/16/2021	959817	NV105249378
ZG-297	CV Gold Inc.	4/16/2021	959816	NV105249379
ZG-299	CV Gold Inc.	4/16/2021	959815	NV105249380
ZG-301	CV Gold Inc.	4/16/2021	959814	NV105249381
ZG-303	CV Gold Inc.	4/16/2021	959813	NV105249382
ZG-778	CV Gold Inc.	4/14/2021	959812	NV105249383
ZG-780	CV Gold Inc.	4/14/2021	959811	NV105249384
ZG-782	CV Gold Inc.	4/14/2021	959810	NV105249385
ZG-875	CV Gold Inc.	4/16/2021	959809	NV105249386

ZG-876	CV Gold Inc.	4/16/2021	959808	NV105249387
ZG-1	CV Gold Inc.	1/13/2022	978903	NV105754020
ZG-3	CV Gold Inc.	1/13/2022	978904	Nv105754021
ZG-5	CV Gold Inc.	1/13/2022	978905	NV105754022
ZG-45	CV Gold Inc.	1/14/2022	978906	NV105754023
ZG-46	CV Gold Inc.	1/14/2022	978907	NV105754024
ZG-47	CV Gold Inc.	1/14/2022	978908	NV105754025
ZG-48	CV Gold Inc.	1/14/2022	978909	NV105754026
ZG-49	CV Gold Inc.	1/14/2022	978910	NV105754027
ZG-50	CV Gold Inc.	1/14/2022	978911	NV105754028
ZG-51	CV Gold Inc.	1/14/2022	978912	NV105754029
ZG-52	CV Gold Inc.	1/14/2022	978913	NV105754030
ZG-53	CV Gold Inc.	1/14/2022	978914	NV105754031
ZG-54	CV Gold Inc.	1/14/2022	978915	NV105754032
ZG-55	CV Gold Inc.	1/14/2022	978916	NV105754033
ZG-56	CV Gold Inc.	1/14/2022	978917	NV105754034
ZG-57	CV Gold Inc.	1/14/2022	978918	NV105754035
ZG-58	CV Gold Inc.	1/14/2022	978919	NV105754036
ZG-59	CV Gold Inc.	1/14/2022	978920	NV105754037
ZG-60	CV Gold Inc.	1/14/2022	978921	NV105754038
ZG-61	CV Gold Inc.	1/14/2022	978922	NV105754039
ZG-62	CV Gold Inc.	1/14/2022	978923	NV105754040
ZG-63	CV Gold Inc.	1/14/2022	978924	NV105754041
ZG-64	CV Gold Inc.	1/14/2022	978925	NV105754042
ZG-65	CV Gold Inc.	1/14/2022	978926	NV105754043
ZG-66	CV Gold Inc.	1/14/2022	978927	NV105754044
ZG-67	CV Gold Inc.	1/14/2022	978928	NV105754045
ZG-68	CV Gold Inc.	1/14/2022	978929	NV105754046
ZG-69	CV Gold Inc.	1/14/2022	978930	NV105754047
ZG-70	CV Gold Inc.	1/14/2022	978931	NV105754048
ZG-71	CV Gold Inc.	1/14/2022	978932	NV105754049
ZG-72	CV Gold Inc.	1/14/2022	978933	NV105754050
ZG-73	CV Gold Inc.	1/14/2022	978934	NV105754051
ZG-74	CV Gold Inc.	1/14/2022	978935	NV105754052
ZG-75	CV Gold Inc.	1/14/2022	978936	NV105754053
ZG-76	CV Gold Inc.	1/14/2022	978937	NV105754054
ZG-77	CV Gold Inc.	1/14/2022	978938	NV105754055
ZG-78	CV Gold Inc.	1/14/2022	978939	NV105754056
ZG-79	CV Gold Inc.	1/14/2022	978940	NV105754057
ZG-80	CV Gold Inc.	1/14/2022	978941	NV105754058
ZG-89	CV Gold Inc.	1/13/2022	978942	NV105754059

ZG-90	CV Gold Inc.	1/13/2022	978943	NV105754060
ZG-91	CV Gold Inc.	1/13/2022	978944	NV105754061
ZG-92	CV Gold Inc.	1/13/2022	978945	NV105754062
ZG-93	CV Gold Inc.	1/13/2022	978946	NV105754063
ZG-94	CV Gold Inc.	1/13/2022	978947	NV105754064
ZG-95	CV Gold Inc.	1/13/2022	978948	NV105754065
ZG-96	CV Gold Inc.	1/13/2022	978949	NV105754066
ZG-97	CV Gold Inc.	1/13/2022	978950	NV105754067
ZG-98	CV Gold Inc.	1/13/2022	978951	NV105754068
ZG-99	CV Gold Inc.	1/13/2022	978952	NV105754069
ZG-100	CV Gold Inc.	1/13/2022	978953	NV105754070
ZG-101	CV Gold Inc.	1/13/2022	978954	NV105754071
ZG-102	CV Gold Inc.	1/13/2022	978955	NV105754072
ZG-103	CV Gold Inc.	1/13/2022	978956	NV105754073
ZG-104	CV Gold Inc.	1/13/2022	978957	NV105754074
ZG-105	CV Gold Inc.	1/13/2022	978958	NV105754075
ZG-106	CV Gold Inc.	1/13/2022	978959	NV105754076
ZG-107	CV Gold Inc.	1/13/2022	978960	NV105754077
ZG-108	CV Gold Inc.	1/13/2022	978961	NV105754078
ZG-109	CV Gold Inc.	1/14/2022	978962	NV105754079
ZG-110	CV Gold Inc.	1/14/2022	978963	NV105754080
ZG-111	CV Gold Inc.	1/14/2022	978964	NV105754081
ZG-112	CV Gold Inc.	1/14/2022	978965	NV105754082
ZG-113	CV Gold Inc.	1/14/2022	978966	NV105754083
ZG-114	CV Gold Inc.	1/14/2022	978967	NV105754084
ZG-115	CV Gold Inc.	1/14/2022	978968	NV105754085
ZG-116	CV Gold Inc.	1/14/2022	978969	NV105754086
ZG-117	CV Gold Inc.	1/14/2022	978970	NV105754087
ZG-118	CV Gold Inc.	1/14/2022	978971	NV105754088
ZG-119	CV Gold Inc.	1/14/2022	978972	NV105754089
ZG-120	CV Gold Inc.	1/14/2022	978973	NV105754090
ZG-121	CV Gold Inc.	1/14/2022	978974	NV105754091
ZG-122	CV Gold Inc.	1/14/2022	978975	NV105754092
ZG-123	CV Gold Inc.	1/14/2022	978976	NV105754093
ZG-124	CV Gold Inc.	1/14/2022	978977	NV105754094
ZG-165	CV Gold Inc.	1/14/2022	978978	NV105754095
ZG-167	CV Gold Inc.	1/14/2022	978979	NV105754096
ZG-169	CV Gold Inc.	1/14/2022	978980	NV105754097
ZG-171	CV Gold Inc.	1/14/2022	978981	NV105754098
ZG-173	CV Gold Inc.	1/14/2022	978982	NV105754099
ZG-175	CV Gold Inc.	1/14/2022	978983	NV105754100

ZG-777	CV Gold Inc.	1/14/2022	978984	NV105754101
ZG-779	CV Gold Inc.	1/14/2022	978985	NV105754102
ZG-781	CV Gold Inc.	1/14/2022	978986	NV105754103
ZG-935	CV Gold Inc.	1/13/2022	978987	NV105754104
ZG-936	CV Gold Inc.	1/13/2022	978988	NV105754105
ZG-937	CV Gold Inc.	1/13/2022	978989	NV105754106
ZG-938	CV Gold Inc.	1/13/2022	978990	NV105754107
ZG-939	CV Gold Inc.	1/13/2022	978991	NV105754108
ZG-940	CV Gold Inc.	1/13/2022	978992	NV105754109
ZG-941	CV Gold Inc.	1/13/2022	978993	NV105754110
ZG-942	CV Gold Inc.	1/13/2022	978994	NV105754111
ZG-943	CV Gold Inc.	1/13/2022	978995	NV105754112
ZG-944	CV Gold Inc.	1/13/2022	978996	NV105754113
ZG-973	CV Gold Inc.	1/13/2022	978997	NV105754114
ZG-974	CV Gold Inc.	1/13/2022	978998	NV105754115
ZG-975	CV Gold Inc.	1/13/2022	978999	NV105754116
ZG-976	CV Gold Inc.	1/13/2022	979000	NV105754117
ZG-977	CV Gold Inc.	1/13/2022	979001	NV105754118
ZG-978	CV Gold Inc.	1/13/2022	979002	NV105754119
ZG-979	CV Gold Inc.	1/13/2022	979003	NV105754120
ZG-980	CV Gold Inc.	1/13/2022	979004	NV105754121
ZG-981	CV Gold Inc.	1/13/2022	979005	NV105754122
ZG-982	CV Gold Inc.	1/13/2022	979006	NV105754123
ZG-983	CV Gold Inc.	1/13/2022	979007	NV105754124
ZG-984	CV Gold Inc.	1/13/2022	979008	NV105754125
ZG-985	CV Gold Inc.	1/13/2022	979009	NV105754126
ZG-986	CV Gold Inc.	1/13/2022	979010	NV105754127
ZG-987	CV Gold Inc.	1/13/2022	979011	NV105754128
ZG-988	CV Gold Inc.	1/13/2022	979012	NV105754129
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ZG-401	CV Gold Inc.	3/18/2022	983683	NV105763819
ZG-402	CV Gold Inc.	3/18/2022	983684	NV105763820
ZG-403	CV Gold Inc.	3/18/2022	983685	NV105763821
ZG-404	CV Gold Inc.	3/18/2022	983686	NV105763822
ZG-406	CV Gold Inc.	3/18/2022	983687	NV105763823
ZG-407	CV Gold Inc.	3/18/2022	983688	NV105763824
ZG-408	CV Gold Inc.	3/18/2022	983689	NV105763825
ZG-409	CV Gold Inc.	3/18/2022	983690	NV105763826
ZG-410	CV Gold Inc.	3/18/2022	983691	NV105763827
ZG-411	CV Gold Inc.	3/18/2022	983692	NV105763828
ZG-412	CV Gold Inc.	3/18/2022	983693	NV105763829

ZG-413	CV Gold Inc.	3/18/2022	983694	NV105763830
ZG-414	CV Gold Inc.	3/18/2022	983695	NV105763831
ZG-415	CV Gold Inc.	3/18/2022	983696	NV105763832
ZG-416	CV Gold Inc.	3/18/2022	983697	NV105763833
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ZG-418	CV Gold Inc.	3/18/2022	983699	NV105763835
ZG-419	CV Gold Inc.	3/18/2022	983700	NV105763836
ZG-420	CV Gold Inc.	3/18/2022	983701	NV105763837
ZG-421	CV Gold Inc.	3/18/2022	983702	NV105763838
ZG-422	CV Gold Inc.	3/18/2022	983703	NV105763839
ZG-423	CV Gold Inc.	3/18/2022	983704	NV105763840
ZG-424	CV Gold Inc.	3/18/2022	983705	NV105763841
ZG-425	CV Gold Inc.	3/18/2022	983706	NV105763842
ZG-426	CV Gold Inc.	3/18/2022	983707	NV105763843
ZG-427	CV Gold Inc.	3/18/2022	983708	NV105763844
ZG-428	CV Gold Inc.	3/18/2022	983709	NV105763845
ZG-429	CV Gold Inc.	3/18/2022	983710	NV105763846
ZG-430	CV Gold Inc.	3/17/2022	983711	NV105763847
ZG-431	CV Gold Inc.	3/17/2022	983712	NV105763848
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ZG-433	CV Gold Inc.	3/17/2022	983714	NV105763850
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ZG-438	CV Gold Inc.	3/17/2022	983719	NV105763855
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ZG-440	CV Gold Inc.	3/17/2022	983721	NV105763857
ZG-441	CV Gold Inc.	3/17/2022	983722	NV105763858
ZG-442	CV Gold Inc.	3/17/2022	983723	NV105763859
ZG-443	CV Gold Inc.	3/17/2022	983724	NV105763860
ZG-444	CV Gold Inc.	3/17/2022	983725	NV105763861
ZG-445	CV Gold Inc.	3/17/2022	983726	NV105763862
ZG-446	CV Gold Inc.	3/17/2022	983727	NV105763863
ZG-447	CV Gold Inc.	3/17/2022	983728	NV105763864
ZG-448	CV Gold Inc.	3/17/2022	983729	NV105763865
ZG-449	CV Gold Inc.	3/17/2022	983730	NV105763866
ZG-450	CV Gold Inc.	3/17/2022	983731	NV105763867
ZG-451	CV Gold Inc.	3/17/2022	983732	NV105763868
ZG-452	CV Gold Inc.	3/17/2022	983733	NV105763869
ZG-453	CV Gold Inc.	3/17/2022	983734	NV105763870

ZG-454	CV Gold Inc.	3/17/2022	983735	NV105763871
ZG-455	CV Gold Inc.	3/17/2022	983736	NV105763872
ZG-456	CV Gold Inc.	3/17/2022	983737	NV105763873
ZG-457	CV Gold Inc.	3/17/2022	983738	NV105763874
ZG-458	CV Gold Inc.	3/17/2022	983739	NV105763875
ZG-459	CV Gold Inc.	3/17/2022	983740	NV105763876
ZG-460	CV Gold Inc.	3/17/2022	983741	NV105763877
ZG-461	CV Gold Inc.	3/17/2022	983742	NV105763878
ZG-462	CV Gold Inc.	3/17/2022	983743	NV105763879
ZG-463	CV Gold Inc.	3/17/2022	983744	NV105763880
ZG-464	CV Gold Inc.	3/17/2022	983745	NV105763881
ZG-465	CV Gold Inc.	3/17/2022	983746	NV105763882
ZG-466	CV Gold Inc.	3/17/2022	983747	NV105763883
ZG-467	CV Gold Inc.	3/17/2022	983748	NV105763884
ZG-468	CV Gold Inc.	3/19/2022	983749	NV105763885
ZG-469	CV Gold Inc.	3/19/2022	983750	NV105763886
ZG-470	CV Gold Inc.	3/19/2022	983751	NV105763887
ZG-471	CV Gold Inc.	3/19/2022	983752	NV105763888
ZG-472	CV Gold Inc.	3/19/2022	983753	NV105763889
ZG-473	CV Gold Inc.	3/19/2022	983754	NV105763890
ZG-474	CV Gold Inc.	3/19/2022	983755	NV105763891
ZG-475	CV Gold Inc.	3/19/2022	983756	NV105763892
ZG-476	CV Gold Inc.	3/19/2022	983757	NV105763893
ZG-477	CV Gold Inc.	3/19/2022	983758	NV105763894
ZG-478	CV Gold Inc.	3/19/2022	983759	NV105763895
ZG-479	CV Gold Inc.	3/19/2022	983760	NV105763896
ZG-480	CV Gold Inc.	3/19/2022	983761	NV105763897
ZG-481	CV Gold Inc.	3/19/2022	983762	NV105763898
ZG-482	CV Gold Inc.	3/19/2022	983763	NV105763899
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ZG-484	CV Gold Inc.	3/19/2022	983765	NV105763901
ZG-485	CV Gold Inc.	3/19/2022	983766	NV105763902
ZG-486	CV Gold Inc.	3/19/2022	983767	NV105763903
ZG-487	CV Gold Inc.	3/19/2022	983768	NV105763904
ZG-488	CV Gold Inc.	3/19/2022	983769	NV105763905
ZG-489	CV Gold Inc.	3/19/2022	983770	NV105763906
ZG-490	CV Gold Inc.	3/19/2022	983771	NV105763907
ZG-491	CV Gold Inc.	3/19/2022	983772	NV105763908
ZG-492	CV Gold Inc.	3/19/2022	983773	NV105763909
ZG-493	CV Gold Inc.	3/19/2022	983774	NV105763910
ZG-494	CV Gold Inc.	3/19/2022	983775	NV105763911

ZG-495	CV Gold Inc.	3/19/2022	983776	NV105763912
ZG-496	CV Gold Inc.	3/19/2022	983777	NV105763913
ZG-497	CV Gold Inc.	3/19/2022	983778	NV105763914
ZG-498	CV Gold Inc.	3/19/2022	983779	NV105763915
ZG-499	CV Gold Inc.	3/19/2022	983780	NV105763916
ZG-500	CV Gold Inc.	3/20/2022	983781	NV105763917
ZG-501	CV Gold Inc.	3/20/2022	983782	NV105763918
ZG-502	CV Gold Inc.	3/20/2022	983783	NV105763919
ZG-503	CV Gold Inc.	3/20/2022	983784	NV105763920
ZG-504	CV Gold Inc.	3/19/2022	983785	NV105763921
ZG-505	CV Gold Inc.	3/19/2022	983786	NV105763922
ZG-506	CV Gold Inc.	3/19/2022	983787	NV105763923
ZG-507	CV Gold Inc.	3/19/2022	983788	NV105763924
ZG-508	CV Gold Inc.	3/19/2022	983789	NV105763925
ZG-509	CV Gold Inc.	3/19/2022	983790	NV105763926
ZG-510	CV Gold Inc.	3/19/2022	983791	NV105763927
ZG-511	CV Gold Inc.	3/20/2022	983792	NV105763928
ZG-512	CV Gold Inc.	3/19/2022	983793	NV105763929
ZG-513	CV Gold Inc.	3/20/2022	983794	NV105763930
ZG-514	CV Gold Inc.	3/19/2022	983795	NV105763931
ZG-515	CV Gold Inc.	3/20/2022	983796	NV105763932
ZG-516	CV Gold Inc.	3/19/2022	983797	NV105763933
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ZG-518	CV Gold Inc.	3/20/2022	983799	NV105763935
ZG-519	CV Gold Inc.	2/16/2022	983800	NV105763936
ZG-520	CV Gold Inc.	3/20/2022	983801	NV105763937
ZG-521	CV Gold Inc.	2/16/2022	983802	NV105763938
ZG-522	CV Gold Inc.	3/20/2022	983803	NV105763939
ZG-523	CV Gold Inc.	2/16/2022	983804	NV105763940
ZG-524	CV Gold Inc.	3/20/2022	983805	NV105763941
ZG-525	CV Gold Inc.	2/16/2022	983806	NV105763942
ZG-526	CV Gold Inc.	3/19/2022	983807	NV105763943
ZG-527	CV Gold Inc.	2/16/2022	983808	NV105763944
ZG-528	CV Gold Inc.	3/19/2022	983809	NV105763945
ZG-529	CV Gold Inc.	3/20/2022	983810	NV105763946
ZG-530	CV Gold Inc.	3/20/2022	983811	NV105763947
ZG-531	CV Gold Inc.	3/20/2022	983812	NV105763948
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ZG-534	CV Gold Inc.	3/15/2022	983815	NV105763951
ZG-535	CV Gold Inc.	3/15/2022	983816	NV105763952

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ZG-537	CV Gold Inc.	3/15/2022	983818	NV105763954
ZG-538	CV Gold Inc.	3/15/2022	983819	NV105763955
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ZG-540	CV Gold Inc.	3/15/2022	983821	NV105763957
ZG-541	CV Gold Inc.	3/15/2022	983822	NV105763958
ZG-542	CV Gold Inc.	3/15/2022	983823	NV105763959
ZG-543	CV Gold Inc.	3/15/2022	983824	NV105763960
ZG-544	CV Gold Inc.	3/15/2022	983825	NV105763961
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ZG-546	CV Gold Inc.	3/15/2022	983827	NV105763963
ZG-547	CV Gold Inc.	3/15/2022	983828	NV105763964
ZG-548	CV Gold Inc.	3/15/2022	983829	NV105763965
ZG-549	CV Gold Inc.	3/15/2022	983830	NV105763966
ZG-550	CV Gold Inc.	3/15/2022	983831	NV105763967
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ZG-560	CV Gold Inc.	2/16/2022	983841	NV105763977
ZG-561	CV Gold Inc.	2/16/2022	983842	NV105763978
ZG-562	CV Gold Inc.	2/16/2022	983843	NV105763979
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ZG-564	CV Gold Inc.	2/16/2022	983845	NV105763981
ZG-565	CV Gold Inc.	2/16/2022	983846	NV105763982
ZG-566	CV Gold Inc.	2/16/2022	983847	NV105763983
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ZG-568	CV Gold Inc.	2/16/2022	983849	NV105763985
ZG-569	CV Gold Inc.	2/16/2022	983850	NV105763986
ZG-570	CV Gold Inc.	2/16/2022	983851	NV105763987
ZG-571	CV Gold Inc.	2/16/2022	983852	NV105763988
ZG-572	CV Gold Inc.	2/16/2022	983853	NV105763989
ZG-573	CV Gold Inc.	2/16/2022	983854	NV105763990
ZG-574	CV Gold Inc.	2/16/2022	983855	NV105763991
ZG-575	CV Gold Inc.	2/16/2022	983856	NV105763992
ZG-576	CV Gold Inc.	2/16/2022	983857	NV105763993

ZG-577	CV Gold Inc.	2/16/2022	983858	NV105763994
ZG-578	CV Gold Inc.	2/16/2022	983859	NV105763995
ZG-579	CV Gold Inc.	2/16/2022	983860	NV105763996
ZG-580	CV Gold Inc.	2/16/2022	983861	NV105763997
ZG-581	CV Gold Inc.	3/16/2022	983862	NV105763998
ZG-582	CV Gold Inc.	3/16/2022	983863	NV105763999
ZG-583	CV Gold Inc.	3/16/2022	983864	NV105764000
ZG-584	CV Gold Inc.	3/16/2022	983865	NV105764001
ZG-585	CV Gold Inc.	3/16/2022	983866	NV105764002
ZG-586	CV Gold Inc.	3/16/2022	983867	NV105764003
ZG-587	CV Gold Inc.	3/16/2022	983868	NV105764004
ZG-588	CV Gold Inc.	3/16/2022	983869	NV105764005
ZG-589	CV Gold Inc.	3/16/2022	983870	NV105764006
ZG-590	CV Gold Inc.	3/16/2022	983871	NV105764007
ZG-591	CV Gold Inc.	3/16/2022	983872	NV105764008
ZG-592	CV Gold Inc.	3/16/2022	983873	NV105764009
ZG-593	CV Gold Inc.	3/16/2022	983874	NV105764010
ZG-594	CV Gold Inc.	3/16/2022	983875	NV105764011
ZG-595	CV Gold Inc.	3/16/2022	983876	NV105764012
ZG-596	CV Gold Inc.	3/16/2022	983877	NV105764013
ZG-597	CV Gold Inc.	3/16/2022	983878	NV105764014
ZG-598	CV Gold Inc.	3/16/2022	983879	NV105764015
ZG-599	CV Gold Inc.	3/20/2022	983880	NV105764016
ZG-600	CV Gold Inc.	3/20/2022	983881	NV105764017
ZG-601	CV Gold Inc.	3/20/2022	983882	NV105764018
ZG-602	CV Gold Inc.	3/20/2022	983883	NV105764019
ZG-603	CV Gold Inc.	3/20/2022	983884	NV105764020
ZG-604	CV Gold Inc.	3/20/2022	983885	NV105764021
ZG-605	CV Gold Inc.	3/20/2022	983886	NV105764022
ZG-606	CV Gold Inc.	3/20/2022	983887	NV105764023
ZG-607	CV Gold Inc.	3/20/2022	983888	NV105764024
ZG-608	CV Gold Inc.	3/20/2022	983889	NV105764025
ZG-609	CV Gold Inc.	3/20/2022	983890	NV105764026
ZG-610	CV Gold Inc.	3/20/2022	983891	NV105764027
ZG-611	CV Gold Inc.	2/14/2022	983892	NV105764028
ZG-612	CV Gold Inc.	2/14/2022	983893	NV105764029
ZG-613	CV Gold Inc.	2/14/2022	983894	NV105764030
ZG-614	CV Gold Inc.	2/14/2022	983895	NV105764031
ZG-615	CV Gold Inc.	3/20/2022	983896	NV105764032
ZG-616	CV Gold Inc.	3/20/2022	983897	NV105764033
ZG-617	CV Gold Inc.	3/20/2022	983898	NV105764034

ZG-618	CV Gold Inc.	3/20/2022	983899	NV105764035
ZG-619	CV Gold Inc.	3/20/2022	983900	NV105764036
ZG-620	CV Gold Inc.	3/20/2022	983901	NV105764037
ZG-621	CV Gold Inc.	3/20/2022	983902	NV105764038
ZG-622	CV Gold Inc.	3/20/2022	983903	NV105764039
ZG-623	CV Gold Inc.	3/20/2022	983904	NV105764040
ZG-624	CV Gold Inc.	3/20/2022	983905	NV105764041
ZG-625	CV Gold Inc.	3/20/2022	983906	NV105764042
ZG-626	CV Gold Inc.	3/20/2022	983907	NV105764043
ZG-627	CV Gold Inc.	2/14/2022	983908	NV105764044
ZG-628	CV Gold Inc.	2/14/2022	983909	NV105764045
ZG-629	CV Gold Inc.	2/14/2022	983910	NV105764046
ZG-630	CV Gold Inc.	2/14/2022	983911	NV105764047
ZG-631	CV Gold Inc.	2/14/2022	983912	NV105764048
ZG-632	CV Gold Inc.	2/14/2022	983913	NV105764049
ZG-633	CV Gold Inc.	2/14/2022	983914	NV105764050
ZG-634	CV Gold Inc.	2/14/2022	983915	NV105764051
ZG-635	CV Gold Inc.	2/13/2022	983916	NV105764052
ZG-636	CV Gold Inc.	2/13/2022	983917	NV105764053
ZG-637	CV Gold Inc.	3/20/2022	983918	NV105764054
ZG-638	CV Gold Inc.	2/13/2022	983919	NV105764055
ZG-639	CV Gold Inc.	3/20/2022	983920	NV105764056
ZG-640	CV Gold Inc.	2/13/2022	983921	NV105764057
ZG-641	CV Gold Inc.	3/20/2022	983922	NV105764058
ZG-642	CV Gold Inc.	2/13/2022	983923	NV105764059

DANNY BOY PROPERTY - List of Claims

DB Lode Mining Claims

Elko County, Nevada

Township 39 North, Range 50 East, Section 3

Township 40 North, Range 50 East, Section 27 & 34

Township 39 North, Range 51 East, Sections 4, 5, 6, 7, 8, 9

Mt. Diablo Meridian

Number of Claims: 105

Claim Name	Owner(s)	Location Date	County Doc. #	BLM Serial #	Legacy Ser. #
DB-58	NQ Holdings Inc.	16-Oct-19	763675	NV101858580	NMC 1197251
DB-59	NQ Holdings Inc.	16-Oct-19	763676	NV101858581	NMC 1197252
DB-60	NQ Holdings Inc.	16-Oct-19	763677	NV101858582	NMC 1197253
DB-61	NQ Holdings Inc.	16-Oct-19	763678	NV101858583	NMC 1197254
DB-62	NQ Holdings Inc.	16-Oct-19	763679	NV101858584	NMC 1197255
DB-63	NQ Holdings Inc.	16-Oct-19	763680	NV101858585	NMC 1197256
DB-64	NQ Holdings Inc.	16-Oct-19	763681	NV101858586	NMC 1197257
DB-65	NQ Holdings Inc.	16-Oct-19	763682	NV101858587	NMC 1197258
DB-66	NQ Holdings Inc.	16-Oct-19	763683	NV101858588	NMC 1197259
DB-98	NQ Holdings Inc.	16-Oct-19	763684	NV101858589	NMC 1197260
DB-99	NQ Holdings Inc.	16-Oct-19	763685	NV101858590	NMC 1197261
DB-100	NQ Holdings Inc.	16-Oct-19	763686	NV101858591	NMC 1197262
DB-101	NQ Holdings Inc.	16-Oct-19	763687	NV101858592	NMC 1197263
DB-103	NQ Holdings Inc.	16-Oct-19	763688	NV101859758	NMC 1197264
DB-105	NQ Holdings Inc.	17-Oct-19	763689	NV101859759	NMC 1197265
DB-142	NQ Holdings Inc.	16-Oct-19	763690	NV101859760	NMC 1197266

DB-144	NQ Holdings Inc.	17-Oct-19	763691	NV101859761	NMC 1197267
DB-145	NQ Holdings Inc.	17-Oct-19	763692	NV101859762	NMC 1197268
DB-146	NQ Holdings Inc.	16-Oct-19	763693	NV101859763	NMC 1197269
DB-147	NQ Holdings Inc.	17-Oct-19	763694	NV101859764	NMC 1197270
DB-89	NQ Holdings Inc.	6-Oct-21	799714	NV105287854	n/a
DB-90	NQ Holdings Inc.	6-Oct-21	799715	NV105287855	n/a
DB-91	NQ Holdings Inc.	6-Oct-21	799716	NV105287856	n/a
DB-93	NQ Holdings Inc.	6-Oct-21	799717	NV105287857	n/a
DB-95	NQ Holdings Inc.	6-Oct-21	799718	NV105287858	n/a
DB-97	NQ Holdings Inc.	6-Oct-21	799719	NV105287859	n/a
DB-200	NQ Holdings Inc.	6-Oct-21	799720	NV105287860	n/a
DB-201	NQ Holdings Inc.	6-Oct-21	799721	NV105287861	n/a
DB-202	NQ Holdings Inc.	7-Oct-21	799722	NV105287862	n/a
DB-203	NQ Holdings Inc.	7-Oct-21	799723	NV105287863	n/a
DB-204	NQ Holdings Inc.	7-Oct-21	799724	NV105287864	n/a
DB-205	NQ Holdings Inc.	7-Oct-21	799725	NV105287865	n/a
DB-207	NQ Holdings Inc.	7-Oct-21	799726	NV105287866	n/a
DB-211	NQ Holdings Inc.	6-Oct-21	799727	NV105287867	n/a
DB-213	NQ Holdings Inc.	6-Oct-21	799728	NV105287868	n/a
DB-215	NQ Holdings Inc.	6-Oct-21	799729	NV105287869	n/a
DB-216	NQ Holdings Inc.	6-Oct-21	799730	NV105287870	n/a
DB-217	NQ Holdings Inc.	6-Oct-21	799731	NV105287871	n/a
DB-220	NQ Holdings Inc.	6-Oct-21	799732	NV105287872	n/a
DB-221	NQ Holdings Inc.	6-Oct-21	799733	NV105287873	n/a
DB-1	NQ Holdings Inc.	13-Nov-21	801049	NV105295482	n/a
DB-2	NQ Holdings Inc.	13-Nov-21	801050	NV105295483	n/a
DB-3	NQ Holdings Inc.	13-Nov-21	801051	NV105295484	n/a
DB-4	NQ Holdings Inc.	13-Nov-21	801052	NV105295485	n/a
DB-5	NQ Holdings Inc.	13-Nov-21	801053	NV105295486	n/a
DB-6	NQ Holdings Inc.	13-Nov-21	801054	NV105295487	n/a
DB-7	NQ Holdings Inc.	13-Nov-21	801055	NV105295488	n/a
DB-8	NQ Holdings Inc.	13-Nov-21	801056	NV105295489	n/a
DB-9	NQ Holdings Inc.	13-Nov-21	801057	NV105295490	n/a
DB-11	NQ Holdings Inc.	13-Nov-21	801058	NV105295491	n/a
DB-13	NQ Holdings Inc.	13-Nov-21	801059	NV105295492	n/a
DB-14	NQ Holdings Inc.	13-Nov-21	801060	NV105295493	n/a
DB-15	NQ Holdings Inc.	13-Nov-21	801061	NV105295494	n/a
DB-16	NQ Holdings Inc.	13-Nov-21	801062	NV105295495	n/a

DB-18	NQ Holdings Inc.	12-Nov-21	801063	NV105295496	n/a
DB-20	NQ Holdings Inc.	13-Nov-21	801064	NV105295497	n/a
DB-21	NQ Holdings Inc.	13-Nov-21	801065	NV105295498	n/a
DB-22	NQ Holdings Inc.	13-Nov-21	801066	NV105295499	n/a
DB-23	NQ Holdings Inc.	13-Nov-21	801067	NV105295500	n/a
DB-24	NQ Holdings Inc.	12-Nov-21	801068	NV105295501	n/a
DB-25	NQ Holdings Inc.	12-Nov-21	801069	NV105295502	n/a
DB-26	NQ Holdings Inc.	12-Nov-21	801070	NV105295503	n/a
DB-27	NQ Holdings Inc.	12-Nov-21	801071	NV105295504	n/a
DB-29	NQ Holdings Inc.	12-Nov-21	801072	NV105295505	n/a
DB-31	NQ Holdings Inc.	12-Nov-21	801073	NV105295506	n/a
DB-33	NQ Holdings Inc.	13-Nov-21	801074	NV105295507	n/a
DB-35	NQ Holdings Inc.	13-Nov-21	801075	NV105295508	n/a
DB-37	NQ Holdings Inc.	14-Nov-21	801076	NV105295509	n/a
DB-39	NQ Holdings Inc.	15-Nov-21	801077	NV105295510	n/a
DB-92	NQ Holdings Inc.	12-Nov-21	801078	NV105295511	n/a
DB-94	NQ Holdings Inc.	12-Nov-21	801079	NV105295512	n/a
DB-96	NQ Holdings Inc.	12-Nov-21	801080	NV105295513	n/a
DB-208	NQ Holdings Inc.	14-Nov-21	801081	NV105295514	n/a
DB-209	NQ Holdings Inc.	14-Nov-21	801082	NV105295515	n/a
DB-210	NQ Holdings Inc.	14-Nov-21	801083	NV105295516	n/a
DB-212	NQ Holdings Inc.	14-Nov-21	801084	NV105295517	n/a
DB-214	NQ Holdings Inc.	14-Nov-21	801085	NV105295518	n/a
DB-83	NQ Holdings Inc.	12-Nov-21	801097	NV105294367	n/a
DB-85	NQ Holdings Inc.	12-Nov-21	801098	NV105294368	n/a
DB-87	NQ Holdings Inc.	12-Nov-21	801099	NV105294369	n/a
DB-88	NQ Holdings Inc.	12-Nov-21	801100	NV105294370	n/a
DB-206	NQ Holdings Inc.	13-Nov-21	801101	NV105294371	n/a
DB-218	NQ Holdings Inc.	15-Nov-21	801102	NV105294372	n/a
DB-219	NQ Holdings Inc.	15-Nov-21	801103	NV105294373	n/a
DAN 4	Lappin LLC.	9/1/2019	762499	NV101576434	NMC1194968
DAN 5	Lappin LLC.	9/1/2019	762500	NV101576435	NMC1194969
DAN 6	Lappin LLC.	9/1/2019	762501	NV101576436	NMC1194970
DAN 7	Lappin LLC.	9/1/2019	762502	NV101576437	NMC1194971
DAN 8	Lappin LLC.	9/1/2019	762503	NV101576438	NMC1194972
DAN 9	Lappin LLC.	9/2/2019	762504	NV101576439	NMC1194973
DAN 10	Lappin LLC.	9/2/2019	762505	NV101576440	NMC1194974
BH 1	Lappin LLC.	9/1/2020	776922	NV101746301	NMC1212031
BH 2	Lappin LLC.	9/1/2020	776923	NV101746302	NMC1212032
BH 3	Lappin LLC.	9/1/2020	776924	NV101746303	NMC1212033
BH 4	Lappin LLC.	9/1/2020	776925	NV101746304	NMC1212034

BH 5	Lappin LLC.	9/1/2020	776926	NV101746305	NMC1212035
BH 6	Lappin LLC.	9/1/2020	776927	NV101746306	NMC1212036
DAN 11	Lappin LLC.	9/1/2020	776929	NV101746307	NMC1212037
DAN 12	Lappin LLC.	9/1/2020	776930	NV101746308	NMC1212038
DAN 13	Lappin LLC.	9/1/2020	776931	NV101746309	NMC1212039
DAN 14	Lappin LLC.	9/1/2020	776932	NV101746310	NMC1212040
DAN 15	Lappin LLC.	9/1/2020	776933	NV101746311	NMC1212041
DAN 16	Lappin LLC.	9/1/2020	776934	NV101746312	NMC1212042
DAN 17	Lappin LLC.	9/1/2020	776935	NV101746313	NMC1212043
DAN 18	Lappin LLC.	9/1/2020	776936	NV101746314	NMC1212044

SCHEDULE F

U.S. REPRESENTATION LETTER FOR U.S. SHAREHOLDERS

TO: American Pacific Mining Corp.

WHEREAS:

A. American Pacific Mining Corp. (the “**Company**”), Clearview Gold Inc. (“**CVG**”) and the undersigned (the “**U.S. Shareholder**”) are among the parties to that certain Share Acquisition Agreement dated April 27, 2023 (the “**Share Acquisition Agreement**”) pursuant to which the U.S. Shareholder will become entitled to receive certain fully-paid and non-assessable common shares (the “**Payment Shares**”) in the capital of the Company, at a deemed issue price of CAD\$0.34 per Share, in accordance with the terms and subject to the conditions set forth in the Share Acquisition Agreement; and

B. The Company is requiring the U.S. Shareholder to execute and deliver this Representation Letter in favor of the Company in order to document the availability of exemptions or exclusions from the requirements to register or otherwise qualify under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), and applicable U.S. state securities laws, the offer, sale and issuance of the Payment Shares the Company to the U.S. Shareholder pursuant to the Share Acquisition Agreement.

Capitalized terms not specifically defined in this Representation Letter have the meanings ascribed to them in the Share Acquisition Agreement to which this Schedule is attached. In the event of a conflict between the terms of this Representation Letter and such Share Acquisition Agreement, the terms of this Representation Letter shall prevail.

In addition to the covenants, representations and warranties contained in the Share Acquisition Agreement to which this Schedule is attached, the U.S. Shareholder covenants, represents and warrants to the Company that:

- (a) It has such knowledge, skill and experience in financial, investment and business matters as to be capable of evaluating the merits and risks of an investment in the Payment Shares, and it is able to bear the economic risk of loss of its entire investment. To the extent necessary, the U.S. Shareholder has retained, at his or her own expense, and relied upon, appropriate professional advice regarding the investment, tax and legal merits and consequences of the Share Acquisition Agreement and owning the Payment Shares.
- (b) the Company has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the offering and it has had access to such information concerning the Company as it has considered necessary or appropriate in connection with its investment decision to acquire the Payment Shares, including access to the Company’s public filings available on the Internet at www.sedar.com, and that any answers to questions and any request for information have been complied with to the U.S. Shareholder’s satisfaction.
- (c) It is acquiring the Payment Shares for its own account, for investment purposes only, and not with a view to any resale or distribution and, in particular, it has no intention to distribute either directly or indirectly the Payment Shares in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States; provided, however, that this paragraph shall not restrict the U.S. Shareholder from selling or otherwise disposing of the Payment Shares pursuant to registration

thereof pursuant to the U.S. Securities Act and any applicable U.S. state securities laws or under an exemption from such registration requirements.

- (d) The address of the U.S. Shareholder set out in the signature block below is the true and correct principal address of the U.S. Shareholder and can be relied on by the Company for the purposes of state blue-sky laws, and the U.S. Shareholder has not been formed for the specific purpose of acquiring the Payment Shares.
- (e) It understands (i) the Payment Shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States; and (ii) the offer and sale of Payment Shares to the U.S. Shareholder contemplated by the Share Acquisition Agreement is being made in reliance on an exemption from such registration requirements in reliance on Section 4(a)(2) of the U.S. Securities Act and/or Rule 506(b) of Regulation D promulgated thereunder.
- (f) The U.S. Shareholder is
 - (i) an “accredited investor” as defined in Rule 501(a) of Regulation D by virtue of meeting one of the following criteria set forth in Appendix A hereto (**please hand-write your initials on the appropriate lines on Appendix A**), which Appendix A forms an integral part hereof; or
 - (ii) is not an “accredited investor” as defined in Rule 501(a) of Regulation D, and has completed Appendix B hereto, which forms an integral part hereof.
- (g) The U.S. Shareholder will not acquire the Payment Shares as a result of any form of “general solicitation” or “general advertising” (as those terms are used in Regulation D under the U.S. Securities Act), including advertisements, articles, press releases, notices or other communications published in any newspaper, magazine or similar media or on the Internet, or broadcast over radio or television, or the Internet or other form of telecommunications, including electronic display, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.
- (h) It acknowledges that the Payment Shares will be “restricted securities”, as such term is defined in Rule 144(a)(3) under the U.S. Securities Act, and may not be offered, sold, pledged, or otherwise transferred, directly or indirectly, without prior registration under the U.S. Securities Act and applicable U.S. state securities laws, and it agrees that if it decides to offer, sell, pledge or otherwise transfer, directly or indirectly, any of the Payment Shares, it will not offer, sell or otherwise transfer, directly or indirectly, the Payment Shares except:
 - (i) to the Company;
 - (ii) outside the United States in an “offshore transactions” meeting the requirements of Rule 904 of Regulation S, if available, and in compliance with applicable local laws and regulations;
 - (iii) in compliance with the exemption from the registration requirements under the U.S. Securities Act provided by Rule 144 thereunder, if available, and in accordance with any applicable U.S. state securities laws; or
 - (iv) in a transaction that does not require registration under the U.S. Securities Act or any applicable U.S. state securities laws governing the offer and sale of securities,

and, in the case of each of (iii) and (iv) above, it has prior to such sale furnished to the Company and opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Company stating that such transaction is exempt from registration under applicable securities laws and that the legend referred to in paragraph (k) below may be removed.

- (i) It understands and agrees that the Payment Shares may not be acquired in the United States or by a U.S. Person or on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States unless registered under the U.S. Securities Act and any applicable U.S. state securities laws or unless an exemption from such registration requirements is available.
- (j) It acknowledges that it has not purchased the Payment Shares as a result of, and will not itself engage in, any “directed selling efforts” (as defined in Regulation S under the U.S. Securities Act) in the United States in respect of the Payment Shares which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of the Payment Shares.
- (k) The certificates or other instruments representing the Payment Shares, as well as all certificates or other instruments issued in exchange for or in substitution of the foregoing, until such time as the same is no longer required under the applicable requirements of the U.S. Securities Act or applicable U.S. state securities laws and regulations, will bear, on the face of such certificate or instrument, the following legend:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF AMERICAN PACIFIC MINING CORP. (THE “COMPANY”) THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY: (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN ACCORDANCE WITH ALL LOCAL LAWS AND REGULATIONS; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS; AND, IN THE CASE OF CLAUSE (C) OR (D), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT. THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT “GOOD DELIVERY” OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE.”

provided, that if the Payment Shares are being sold outside the United States in compliance with the requirements of Rule 904 of Regulation S and the Payment Shares were issued at a time when the Company qualified as a “foreign issuer” (as defined in Rule 902(e) of Regulation S), and in compliance with Canadian local laws and regulations, the legend set forth above may be removed by providing an executed declaration to the registrar and transfer agent of the Company, in substantially the form set forth as Appendix C attached hereto (or in such other forms as the Company may prescribe from time to time) and, if requested by the Company or the transfer agent, an opinion of counsel of recognized standing, in form and substance reasonably satisfactory to the Company and the transfer agent, to the effect that such sale is being made in compliance with Rule

904 of Regulation S; and provided, further, that, if any Payment Shares are being sold otherwise than in accordance with Regulation S and other than to the Company, the legend may be removed by delivery to the registrar and transfer agent and the Company of an opinion of counsel of recognized standing, in form and substance reasonably satisfactory to the Company, that such legend is no longer required under applicable requirements of the U.S. Securities Act.

- (l) It understands and agrees that there may be material tax consequences to the U.S. Shareholder of an acquisition, holding or disposition of any of the Payment Shares. The Company gives no opinion and makes no representation with respect to the tax consequences to the U.S. Shareholder under United States, state, local or foreign tax law of the undersigned's acquisition, holding or disposition of such Payment Shares. In particular, no determination has been made whether the Company will be a "passive foreign investment company" within the meaning of Section 1297 of the United States Internal Revenue Code of 1986, as amended.
- (m) It consents to the Company making a notation on its records or giving instructions to any transfer agent of the Company in order to implement the restrictions on transfer set forth and described in this certification and the Share Acquisition Agreement.
- (n) It understands that (i) the Company may be deemed to be an issuer that is, or that has been at any time previously, an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents (a "**Shell Company**"), (ii) if the Company is deemed to be, or to have been at any time previously, a Shell Company, Rule 144 under the U.S. Securities Act may not be available for resales of the Payment Shares, and (iii) the Company is not obligated to make Rule 144 under the U.S. Securities Act available for resales of the Payment Shares.
- (o) It understands and agrees that the financial statements of the Company have been prepared in accordance with International Financial Reporting Standards and therefore may be materially different from financial statements prepared under U.S. generally accepted accounting principles and therefore may not be comparable to financial statements of United States companies.
- (p) It understands and acknowledges that the Company is incorporated outside the United States, consequently, it may be difficult to provide service of process on the Company and it may be difficult to enforce any judgment against the Company.
- (q) It understands that the Company does not have any obligation to register the Payment Shares under the U.S. Securities Act or any applicable U.S. state securities laws or to take action so as to permit resales of the Payment Shares. Accordingly, the U.S. Shareholder understands that absent registration, it may be required to hold the Payment Shares indefinitely. As a consequence, the U.S. Shareholder understands it must bear the economic risks of the investment in the Payment Shares for an indefinite period of time.

The foregoing representations contained in this representation letter are true and accurate as of the date of this certificate and will be true and accurate as of the Time of Closing. If any such representations shall not be true and accurate prior to the Time of Closing, the undersigned shall give immediate written notice of such fact to the Company prior to the Time of Closing.

[Signature Page Follows]

Dated _____ 2023.

X _____
Signature of individual (if U.S. Shareholder **is** an individual)

X _____
Authorized signatory (if U.S. Shareholder is **not** an individual)

Name of U.S. Shareholder (**please print**)

Address of U.S. Shareholder (**please print**)

Name of authorized signatory (**please print**)

Official capacity of authorized signatory (**please print**)

Appendix "A" to

U.S. REPRESENTATION LETTER FOR U.S. SHAREHOLDERS

To be completed by U.S. Shareholders who are U.S. Accredited Investors

In addition to the covenants, representations and warranties contained in the Share Acquisition Agreement, and Schedule "C" thereto to which this Appendix is attached, the undersigned (the "U.S. Shareholder") covenants, represents and warrants to the Company that the U.S. Shareholder is an "accredited investor" as defined in Rule 501(a) of Regulation D of the U.S. Securities Act (an "Accredited Investor") by virtue of meeting one or more of the following criteria (**please hand-write your initials on the appropriate lines**):

1. Initials _____ A bank, as defined in Section 3(a)(2) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to Section 15 of the U.S. *Securities Exchange Act of 1934*; an investment adviser registered pursuant to section 203 of the U.S. *Investment Advisers Act of 1940* or registered pursuant to the laws of a state; an investment adviser relying on the exemption from registering with the U.S. Securities and Exchange Commission (the "Commission") under section 203(l) or (m) of the U.S. *Investment Advisers Act of 1940*; an insurance company as defined in Section 2(a)(13) of the U.S. Securities Act; an investment company registered under the U.S. *Investment Company Act of 1940*; a business development company as defined in Section 2(a)(48) of the U.S. *Investment Company Act of 1940*; a small business investment company licensed by the U.S. Small Business Administration under Section 301 (c) or (d) of the U.S. *Small Business Investment Act of 1958*; a rural business investment company as defined in section 384A of the U.S. *Consolidated Farm and Rural Development Act*; a plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of US\$5,000,000; or an employee benefit plan within the meaning of the U.S. *Employee Retirement Income Security Act of 1974* in which the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or an employee benefit plan with total assets in excess of US\$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are Accredited Investors.
2. Initials _____ A private business development company as defined in Section 202(a)(22) of the U.S. *Investment Advisers Act of 1940*.

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3. Any organization described in Section 501(c)(3) of the U.S. *Internal Revenue Code*, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the Payment Shares offered, with total assets in excess of US\$5,000,000.
Initials _____

4. Any trust with total assets in excess of US\$5,000,000, not formed for the specific purpose of acquiring the Payment Shares offered, whose purchase is directed by a sophisticated person (being defined as a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment).
Initials _____

5. A natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent (being a cohabitant occupying a relationship generally equivalent to that of a spouse), at the time of purchase, exceeds US\$1,000,000.
Initials _____

For the purposes of calculating net worth,

(i) the person's primary residence shall not be included as an asset;

(ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of this certification, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of this certification exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability);

(iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability;

(iv) for the purposes of calculating joint net worth of the person and that person's spouse or spousal equivalent, (A) joint net worth can be the aggregate net worth of the investor and spouse or spousal equivalent, and (B) assets need not be held jointly to be included in the calculation; and reliance by the person and that person's spouse or spousal equivalent on the joint net worth standard does not require that the Share be acquired jointly.

6. A natural person who had annual gross income during each of the last two full calendar years in excess of US\$200,000 (or together with his or her spouse or spousal equivalent in excess of US\$300,000) and reasonably expects to have annual gross income in excess of US\$200,000 (or together with his or her spouse or spousal equivalent in excess of US\$300,000) during the current calendar year, and no reason to believe that his or her annual gross income will not remain in excess of US\$200,000 (or that together with his or her spouse or spousal equivalent will not remain in excess of US\$300,000) for the foreseeable future.
Initials _____

7. Any director or executive officer of the Company.
Initials _____

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8.
Initials _____

Any entity in which all of the equity owners are Accredited Investors.

If you selected this Category 8, , please indicate the name and category of Accredited Investor (by reference to the applicable category number herein) of each equity owner:

Name of Equity Owner	Category of Accredited Investor

It is permissible to look through forms of equity ownership to natural persons in determining the Accredited Investor status of entities under this category. If those natural persons are themselves Accredited Investors, and if all other equity owners of the entity seeking Accredited Investor status are Accredited Investors, then this category will be available.

9.
Initials _____

An entity, of a type not listed in Categories 1, 2, 3, 7 or 8, not formed for the specific purpose of acquiring the Payment Shares, owning investments in excess of US\$5,000,000.

For the purposes of this Category 9, “investments is defined in Rule 2a51-1(b) under the U.S. Investment Company Act of 1940.

10.
Initials _____

A natural person holding in good standing one or more of the following professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status: The General Securities Representative license (Series 7), the Private Securities Offerings Representative license (Series 82), and the Licensed Investment Adviser Representative (Series 65).

11.
Initials _____

A “family office,” as defined in rule 202(a)(11)(G)-1 under the U.S. *Investment Advisers Act of 1940*: (i) with assets under management in excess of US\$5,000,000, (ii) that is not formed for the specific purpose of acquiring the Payment Shares, and (iii) whose prospective investment is directed by a person (a “**Knowledgeable Family Office Administrator**”) who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.

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12.
Initials _____

A “family client,” as defined in rule 202(a)(11)(G)-1 under the U.S. *Investment Advisers Act of 1940*, of a family office meeting the requirements set forth in Category 11 above and whose prospective investment in the Company is directed by such family office with the involvement of the Knowledgeable Family Office Administrator.

Dated _____ 2023.

X _____
Signature of individual (if U.S. Shareholder is an individual)

X _____
Authorized signatory (if U.S. Shareholder is **not** an individual)

Name of U.S. Shareholder (**please print**)

Address of U.S. Shareholder (**please print**)

Name of authorized signatory (**please print**)

Official capacity of authorized signatory (**please print**)

Appendix “B” to

U.S. REPRESENTATION LETTER FOR U.S. SHAREHOLDERS

To be completed by U.S. Shareholders who are not U.S. Accredited Investors

In addition to the covenants, representations and warranties contained in the Share Acquisition Agreement, and Schedule “C” thereto to which this Appendix is attached, the undersigned (the “**U.S. Shareholder**”) covenants, represents and warrants to the Company that the U.S. Shareholder as follows.

Your answers will at all times be kept strictly confidential. However, by signing this suitability questionnaire (the “**Questionnaire**”) the U.S. Shareholder agrees that the Company may present this Questionnaire to such parties as may be appropriate if called upon to verify the information provided or to establish the availability of an exemption from registration of the private offering under U.S. federal or state securities laws or if the contents are relevant to issue in any action, suit or proceeding to which the Company is a party or by which it is or may be bound. A false statement by the U.S. Shareholder may constitute a violation of law, for which a claim for damages may be made against the U.S. Shareholder. Otherwise, your answers to this Questionnaire will be kept strictly confidential.

Please complete the following questionnaire:

1. Relationship to the Officers of Directors

Are you a relative of a director, senior officer or control person of the Company:	Yes: _____ No: _____
If yes, state the name of the director, senior officer or control person of the Company	_____
If yes, state the relationship to the director, senior officer or control person of the Company	_____

2. Close Friend of Officer or Director

Are you a close personal friend of a director, senior officer or control person of the Company:	Yes: _____ No: _____
If yes, state the name of the director, senior officer or control person of the Company	_____
If yes, state how long you have known the director, senior officer or control person of the Company	_____

A close personal friend is an individual who has known the director, senior officer or control person for a sufficient period of time to be in a position to assess the capabilities and trustworthiness of the director,

senior officer or control person. An individual is not a close personal friend solely because the individual is a member of the same organization, association or religious group.

3. Close Business Associate of an Officer or Director

Are you a close business associate of a director, senior officer or control person of the Company:	Yes: _____ No: _____
If yes, state the name of the director, senior officer or control person of the Company	_____
If yes, describe your business relationship with the director, senior officer or control person of the Company	_____

A close business associate is an individual who has had sufficient prior business dealings with the director, senior officer or control person to be in a position to assess the capabilities and trustworthiness of the director, senior officer or control person. A casual business associate or a person introduced or solicited for the purpose of purchasing securities is not a close business associate. An individual is not a close business associate solely because the individual is a client or former client. For example, an individual is not a close business associate of a registrant or former registrant solely because the individual is a client or former client of that registrant or former registrant. The relationship between the individual and the director, senior officer or control person must be direct. For example, the exemption is not available for a close business associate of a close business associate of a director, senior officer or control person.

4. Income

“**income**” shall mean adjusted gross income as reported for federal tax purposes reduced by (a) any deduction for long term capital gain, (b) any deduction for depletion, (c) any exclusion for interest and (d) any losses allocated to the U.S. Shareholder as an individual

(a) Was your annual income for the calendar year ended December 31, 2022 over US\$150,000?

Yes _____ **No** _____

(b) Was your annual income for the calendar year ended December 31, 2021 over \$150,000?

Yes _____ **No** _____

(c) Do you anticipate that your annual income for the year ended December 31, 2023 will be over \$150,000?

Yes _____ **No** _____

(d) Do you anticipate that your current amount of income will change in the foreseeable future?

Yes _____ **No** _____

If so, when, why and to what amount will that income change?:

-
- (e) If your responses to questions 4(a) through 4(c) were “No,” please provide your annual income for the calendar years ending December 31, 2022 and December 31, 2021.

December 31, 2022: \$

December 31, 2021: \$

- (f) If your responses to questions 4(a) through 4(c) were “No” please provide your joint annual income with your spouse for the calendar years ending December 31, 2022 and December 31, 2021.

December 31, 2022: \$

December 31, 2021: \$

5. Net Worth

- (a) Please provide your net worth (for the purposes of calculating net worth: (i) your primary residence shall not be included as an asset; (ii) indebtedness that is secured by your primary residence, up to the estimated fair market value of the primary residence at the time of the acquisition of Payment Shares contemplated by the accompanying Share Acquisition Agreement, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the acquisition of the Payment Shares contemplated by the accompanying Share Acquisition Agreement exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by your primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability)

Net Worth: \$

- (b) Does the aggregate deemed issue price of the Payment Shares you are to receive exceed:

___ 10% of your net worth (excluding your personal residence, home furnishings and automobiles)?

___ 20% of your net worth (excluding your personal residence, home furnishings and automobiles)?

6. Educational Background

- (a) Briefly describe educational background, relevant institutions attended, dates, degrees:

- (b) Briefly describe business involvement or employment during the past 10 years or since graduation from school, whichever period is shorter. (Specific employers need not be named. A sufficient description is needed to assist the Company in determining the extent of vocationally related experience in financial and business matters).

7. Investment experience

- (a) Please indicate the frequency of your investment in marketable securities:
 Often; Occasionally; Seldom; Never.
- (b) Please indicate the frequency of your investment in commodities futures:
 Often; Occasionally; Seldom; Never.
- (c) Please indicate the frequency of your investment in options:
 Often; Occasionally; Seldom; Never.
- (d) Please indicate the frequency of your investment in securities purchased on margin:
 Often; Occasionally; Seldom; Never.
- (e) Please indicate the frequency of your investment in unmarketable securities;
 Often; Occasionally; Seldom; Never.
- (f) Have your purchased securities sold in reliance on the private offering exemptions from registration pursuant to the U.S. Securities Act or any state laws during the past three years?
 Yes _____ No _____

If you answered "Yes," please provide the following information:

<u>Year</u>	<u>Nature of Security</u>	<u>Business of issuer</u>	<u>Total amount invested</u>

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_____.

(g) Do you believe you have sufficient knowledge and experience in financial and business affairs that you can evaluate the merits and risks of an investment in the Payment Shares?

Yes _____ No _____

(h) Do you believe you have sufficient knowledge of investments in general, and investments similar to an investment in the Payment Shares in particular, to evaluate the risks associated with your acquisition of Payment Shares pursuant to the Share Acquisition Agreement?

Yes _____ No _____

You hereby acknowledge that the foregoing statements are true and accurate to the best of your information and belief and that you will promptly notify the Company of any changes in the foregoing answers.

Dated _____ 2023.

X _____
Signature of individual (if U.S. Shareholder **is** an individual)

X _____
Authorized signatory (if U.S. Shareholder is **not** an individual)

Name of U.S. Shareholder (**please print**)

Address of U.S. Shareholder (**please print**)

Name of authorized signatory (**please print**)

Official capacity of authorized signatory (**please print**)

Appendix “C” to

U.S. REPRESENTATION LETTER FOR U.S. SHAREHOLDERS

Form of Declaration for Removal of Legend

TO: AMERICAN PACIFIC MINING CORP. (the “Corporation”)

TO: Registrar and transfer agent for the shares of the Corporation

The undersigned (A) acknowledges that the sale of _____ (the “**Securities**”) of the Corporation, represented by certificate number(s) _____ or held in Direct Registration System (DRS) account number _____, to which this declaration relates is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), and (B) certifies that (1) the undersigned is not (a) an “affiliate” of the Corporation (as that term is defined in Rule 405 under the U.S. Securities Act, except any officer or director of the Company who is an affiliate solely by virtue of holding such position) (b) a “distributor” as defined in Regulation S or (c) an affiliate of a distributor; (2) the offer of such Securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange, the NEO Exchange or another “designated offshore securities market”, and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States; (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged or will engage in any directed selling efforts in the United States in connection with the offer and sale of such Securities; (4) the sale is bona fide and not for the purpose of “washing off” the resale restrictions imposed because the Securities are “restricted securities” (as that term is defined in Rule 144(a)(3) under the U. S. Securities Act); (5) the seller does not intend to replace such Securities with fungible unrestricted securities; and (6) the contemplated sale is not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U.S. Securities Act. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

Dated _____ 20 ____.

X _____
Signature of individual (if Seller is an individual)

X _____
Authorized signatory (if Seller is **not** an individual)

Name of Seller (**please print**)

Name of authorized signatory (**please print**)

Official capacity of authorized signatory (**please print**)

Affirmation by Seller's Broker-Dealer
(Required for sales pursuant to Section (B)(2)(b) above)

We have read the foregoing representations of our customer, _____ (the "Seller"), dated _____, 20____, with regard to the sale, for such Seller's account, of _____ common shares (the "Securities") of AMERICAN PACIFIC MINING CORP. (the "Corporation") represented by certificate number(s) _____ or held in Direct Registration System (DRS) account number _____. We have executed sales of the Securities pursuant to Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), on behalf of the Seller. In that connection, we hereby represent to you as follows:

- (1) no offer to sell Securities was made to a person in the United States;
- (2) the sale of the Securities was executed in, on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange, the NEO Exchange or another "designated offshore securities market" (as defined in Rule 902(b) of Regulation S under the U.S. Securities Act), and, to the best of our knowledge, the sale was not pre-arranged with a buyer in the United States;
- (3) no "directed selling efforts" were made in the United States by the undersigned, any affiliate of the undersigned, or any person acting on behalf of the undersigned; and
- (4) we have done no more than execute the order or orders to sell the Securities as agent for the Seller and will receive no more than the usual and customary broker's commission that would be received by a person executing such transaction as agent.

For purposes of these representations: "affiliate" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the undersigned; "directed selling efforts" means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Securities (including, but not be limited to, the solicitation of offers to purchase the Securities from persons in the United States); and "United States" means the United States of America, its territories or possessions, any State of the United States, and the District of Columbia.

Legal counsel to the Corporation shall be entitled to rely upon the representations, warranties and covenants contained herein to the same extent as if this affirmation had been addressed to them.

Dated: _____ 20_____

Name of Firm

By: _____
Authorized Officer