

# SHARE EXCHANGE AGREEMENT

THIS AGREEMENT made as of the 30<sup>th</sup> day of March, 2020.

- AMONG:**     **BOND RESOURCES INC.**  
Suite 750 - 580 Hornby Street, Vancouver, BC V6C 3B6  
("Bond")
- AND:**       **MJ MINING INC.**  
1900, 520 – 3rd Avenue S.W., Calgary, Alberta T2P 0R3  
("MJM")
- AND:**       **EACH OF THE SHAREHOLDERS** of MJ MINING INC.,  
as listed in Schedule "B" hereto  
(collectively, the "Shareholders")

**WHEREAS** it is the intention of the parties that Bond will acquire all of the outstanding shares of MJM from the Shareholders, in exchange for shares in the capital of Bond, on the terms set forth herein,

**NOW THEREFORE** in consideration of the purchase price to be paid by Bond to the Shareholders, the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

## 1. DEFINITIONS

1.1 Where used herein or in any schedules or amendments hereto, the following terms shall have the following meanings:

"**Assets**" means all of the assets of MJM and the MJM Subsidiary, including all Equipment, interests in the Property, and the Contracts, as more fully described in Schedule "A" hereto;

"**Bond Financial Statements**" mean the audited financial statements of Bond for the fiscal year ended June 30, 2019, and the unaudited financial statements of Bond for the six months ended December 31, 2019, as the same are posted on SEDAR;

"**Closing Date**" has the meaning ascribed thereto in section 9.1;

"**Contracts**" mean collectively all material agreements and contractual rights held by MJM, with respect to the Properties, the Assets and its business, as listed in Schedule "A" hereto;

"**Dollars**" or "**\$**" mean dollars of the lawful currency of Canada;

"**Environmental Laws**" means any statute, bylaw or regulation relating to protection of the environment, or any lawful order under any of them and any common law rule giving rise to liability in connection with pollution;

“**Environmental Permits**” mean those permits, approvals, authorizations and plans listed in the Disclosure Letter;

“**Equipment**” means the exploration, mining and processing equipment, buildings, facilities, vehicles, machinery, tools, dies, blueprints, catalogues, computer hardware and software, furniture, furnishings, and fixtures and other physical assets owned by MJM and the MJM Subsidiary and comprising part of the Assets, as listed in Schedule “A” hereto; together with all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor;

“**Escrow Agreement**” means that escrow agreement which will apply to the Payment Shares held by the Principals, whereby such Payment Shares will be held in escrow and released to the Principals over time in the manner prescribed by the Exchange;

“**Exchange**” means the Canadian Securities Exchange;

“**Exchange Policies**” mean the policies, forms, bulletins and appendices adopted by the Exchange from time to time;

“**Existing Royalties**” mean (i) a 10% net profits royalty held by AC & A LLC (as described in the MJM Property Purchase Agreement), and (ii) a production royalty of 5% in favor of the State of Idaho as described in the Mineral Lease No. E420003 granted by the State of Idaho and forming part of the Property;

“**Hazardous Materials**” means any contaminant, pollutant, waste, hazardous material, toxic substance, radioactive substance, petroleum and its derivatives and by products and other hydrocarbons, dangerous substances and dangerous goods, all as identified or defined in any Environmental Laws;

“**MJM Financial Statements**” means the audited consolidated financial statements of MJM for the period from its incorporation to January 31, 2020, which include, on a consolidated basis, the financial statements of the MJM Subsidiary;

“**MJM Mineral Sublease**” means that agreement entitled Mineral Sublease, dated March 11, 2020, between the MJM Subsidiary (as the lessee) and each of Shannon Anderson, Wesley Coppernoll and Michael Ayers (as the landlord), whereby the MJM Subsidiary agreed to sublease the mineral rights under that State of Idaho Mineral Lease No. E420003.

“**MJM Property Ground Lease**” means that agreement entitled Ground Lease with Purchase Option (Mary K Mine), dated March 10, 2020, between the MJM Subsidiary (as the tenant) and CCC & A LLC (as the landlord), whereby the MJM Subsidiary agreed to lease the surface rights to certain parts of the Property.

“**MJM Property Purchase Agreement**” means that agreement entitled Mary K Mine Purchase Agreement, dated March 10, 2020, among the MJM Subsidiary (as the purchaser), each of Shannon Anderson, Wesley Coppernoll and Michael Ayers (as the vendors), and AC & A LLC (as the royalty holder), whereby the MJM Subsidiary agreed to acquire the mineral rights under that State of Idaho Mineral Lease No. E420003.

“**MJM Shares**” means all of the issued and outstanding shares in the capital of MJM, as presently owned by the Shareholders, and which are to be acquired by Bond hereunder;

“**MJM Subsidiary**” means MJ Mining Corp., a private Delaware company which is wholly owned by MJM;

“**Payment Shares**” means the 66,000,000 common shares in the capital of Bond to be issued to the



Shareholders on the Closing Date in consideration for the acquisition by Bond of the MJM Shares;

“**Person**” means any individual, firm, partnership, joint venture, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, governmental entity, syndicate or other entity, whether or not having legal status;

“**Principal Shareholders**” means each of Joseph Carrabba and Murray Nye.

“**Principals**” has the meaning as ascribed thereto in the Exchange Policies, and includes those persons who will be directors, officers and significant shareholders of Bond or MJM on the Closing Date;

“**Property**” means the mineral property interests held by MJM and the MJM Subsidiary as listed in Schedule “A” hereto;

“**SEDAR**” means the System for Electronic Document Analysis and Retrieval; and

“**Taxes**” means, with respect to any person, all income taxes (including any tax on income, earnings, or profits) and all capital taxes, gross receipts taxes, environmental taxes, sales taxes, use taxes, ad valorem taxes, value added taxes, transfer taxes, license taxes, withholding taxes (including source withholdings in respect of income taxes and other statutory deductions), payroll taxes, employment taxes, pension plan premiums, excise, severance, social security premiums, workers’ compensation premiums, unemployment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes, goods and services tax, customs duties or other taxes, fees, imports, assessments or charges of any kind whatsoever, together with any interest and any penalties or additional amounts imposed by any taxing authority (domestic or foreign) on such entity, and any interest, penalties, additional taxes and additions to tax imposed with respect to the foregoing.

## **2. PURCHASE AND SALE**

2.1 Subject to the terms and conditions set forth in this Agreement, the Shareholders agree to sell, assign and transfer to Bond, and Bond agrees to purchase from the Shareholders, all of the Shareholder’s right, title and interest in and to the MJM Shares for and in consideration of the issue by Bond of the Payment Shares, deliverable to the Shareholders on the Closing Date.

2.2 The Shareholders acknowledge that the Payment Shares may be issued subject to such hold periods and resale restrictions as required by Exchange Policies and applicable securities legislation but shall not be subject to any hold period, restricted period or seasoning period under applicable Canadian securities laws. The Shareholders who will be Principals upon closing further acknowledge that their Payment Shares will be subject to escrow requirements in accordance with the Escrow Agreement.

2.3 The parties agree the Payment Shares will be issued at the deemed price of \$0.20 per share. The Payment Shares will be allocated among the Shareholders on a pro-rata basis, with each Shareholder receiving that number of Payment Shares as set out in Schedule “B” hereto.

2.4 Bond shall be responsible for any sales, use or transfer tax imposed by or payable to any governmental entity solely in connection with the purchase of the MJM Shares and the issue of the Payment Shares. The Shareholders shall be solely responsible for any capital gains or income tax incurred or payable as a result of their disposing of their MJM Shares.

## **3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF MJM**

3.1 Subject to any information disclosed to Bond, MJM hereby represents, warrants and covenants in favour of Bond that on the Closing Date:

*MJM*

- (a) MJM is a company duly incorporated under the laws of the Province of British Columbia, is not a reporting issuer (as such term is defined in applicable securities legislation), and is a valid and subsisting company in good standing with respect to the filing of annual reports with the British Columbia Registrar of Companies.
- (b) MJM has the corporate power to own the assets owned by it, carry on the business carried on by it and has all the licences and permits requisite for the business carried on by it.
- (c) The authorized capital of MJM as at the date of this Agreement consists of an unlimited number of common shares without par value and an unlimited number of preferred shares without par value; of which the MJM Shares are the only shares of MJM issued and outstanding.
- (d) The MJM Shares are validly issued and outstanding as fully paid common shares in the capital of MJM.
- (e) There are no outstanding options, warrants or other rights to acquire any unissued shares of MJM; and no person, firm or corporation has any agreement or option or a right capable of becoming an agreement for the purchase, subscription or issuance of any of the unissued shares of MJM.
- (f) MJM holds, as its principal asset, all of the issued and outstanding shares in the capital of MJ Mining Corp., a private Delaware company.
- (g) The directors and officers of MJM and the MJM Subsidiary are as set forth in Schedule "B" hereto, and each such person is duly qualified and validly appointed to be and act as a director or officer of MJM.
- (h) The execution and delivery of this Agreement and all documents related to the closing of the transaction contemplated in this Agreement have been or will at the Closing Date have been duly authorized by all necessary and appropriate corporate proceedings of MJM.
- (i) The execution of this Agreement by MJM, the sale by the Shareholders of the MJM Shares to Bond, and the performance and consummation by each of the parties of the other transactions contemplated hereby will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which MJM is a party or by which it is bound or to which any of its assets is subject, or conflict with or result in any violation of the provisions of the memorandum, articles, by-laws or other charter documents or directors' or shareholders' resolutions of MJM or any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over MJM; nor will the same give any person or company any right to terminate or cancel any agreement or any right enjoyed by MJM; or result in the creation or imposition of any lien, claim, encumbrance, charge or restriction of any nature in favour of a third party upon or against the assets of MJM or the MJM Shares.



- (j) The incorporating documents of MJM as at the date of this Agreement have been provided to Bond and will not be amended prior to the Closing Date without the prior written consent of Bond (not to be unreasonably withheld).
- (k) The MJM Financial Statements as provided to Bond are true and correct in every material respect and present fairly the assets, liabilities and financial position of MJM and the MJM Subsidiary (on a consolidated basis) as at their date and the results of its operations to that date, in accordance with applicable reporting standards. Other than as disclosed to Bond, there are no liabilities, contingent or otherwise, of MJM or the MJM Subsidiary which are not disclosed or reflected in the MJM Financial Statements or elsewhere in this Agreement, and neither MJM nor the MJM Subsidiary has guaranteed, or agreed to guarantee, any debt, liability or other obligation of any person, firm or corporation.
- (l) Other than as disclosed to Bond, MJM is not indebted to any Shareholder or any affiliate, director, officer or employee of MJM except and to the extent as shown on the Financial Statements and as disclosed prior to the Closing Date. No Shareholder, officer, director or employee of MJM is now indebted or under obligation to MJM on any account except as disclosed prior to the Closing Date.
- (m) Since inception, no dividend or other distribution on any shares in the capital of MJM has been made, declared or authorized and MJM has neither purchased nor redeemed nor agreed to purchase or redeem any of the MJM Shares.
- (n) MJM has not paid or agreed to pay any compensation, pension, bonus, share of profits or other benefit to, or for the benefit of, any employee, director or officer of MJM except in the ordinary course of business and has not increased or agreed to increase the compensation of any director, officer or management employee.
- (o) Since the date of the most recent MJM Financial Statements:
  - (i) there has not been any material adverse change in the financial position or condition of MJM or the MJM Subsidiary, or any damage, loss or other material adverse change in circumstances affecting the business or assets of MJM or the MJM Subsidiary, or their right or capacity to carry on business;
  - (ii) neither MJM nor the MJM Subsidiary has waived or surrendered any right of material value;
  - (iii) neither MJM nor the MJM Subsidiary has discharged or satisfied or paid any lien, claim, charge, encumbrance or obligation or liability except in the ordinary course of business,
  - (iv) no management fees have been paid or are payable by MJM to any party except as disclosed prior to the Closing Date; and
  - (v) the business of MJM and the MJM Subsidiary has been carried on in the ordinary course.
- (p) All material transactions of MJM have been promptly and properly recorded or filed in or with its books and records. The minute books of MJM contain records of all the meetings and proceedings of shareholders and directors of MJM.
- (q) MJM is not in default in the payment of any taxes; and adequate provision has been made for taxes payable for each current period for which tax returns are not yet required to be filed, and there are no waivers or other arrangements providing for an extension of time for the filing of any tax return, or payment of any tax, government charge or deficiency, by MJM.
- (r) Other than as disclosed to Bond, MJM has not prior to the date hereof:

- (i) acquired or had the use of any property from a person with whom it was not dealing with at arm's length;
- (ii) disposed of anything to a person with whom MJM was not dealing at arm's length for proceeds less than fair market value thereof; or
- (iii) discontinued carrying on any business in respect of which its non-capital losses were incurred save and except acquisition of the Property.

*MJM Subsidiary*

- (a) MJM Subsidiary is a company duly incorporated under the laws of Delaware, is not a public or reporting company, and is a valid and subsisting company in good standing with respect to all of its required corporate filings.
- (b) MJM Subsidiary has the corporate power to own the assets owned by it, carry on the business carried on by it and has all the licences and permits requisite for the business carried on by it.
- (c) The only issued and outstanding shares of MJM Subsidiary are legally and beneficially owned by MJM.
- (d) There are no outstanding options, warrants or other rights to acquire any unissued shares of MJM Subsidiary; and no person, firm or corporation has any agreement or option or a right capable of becoming an agreement for the purchase, subscription or issuance of any of the unissued shares of MJM Subsidiary.
- (e) The incorporating documents of MJM Subsidiary as at the date of this Agreement have been provided to Bond and will not be amended prior to the Closing Date without the prior written consent of Bond (not to be unreasonably withheld).
- (f) All material transactions of MJM Subsidiary have been promptly and properly recorded or filed in or with its books and records. The minute books of MJM Subsidiary contain records of all the meetings and proceedings of shareholders and directors of MJM Subsidiary.

*The Assets*

- (a) Each of the MJM Property Purchase Agreement, the MJM Property Ground Lease, and the MJM Mineral Sublease are in good standing, and MJM Subsidiary is not in default under any of those agreements.
- (b) To the knowledge of MJM, each of the ground leases, mineral sub-leases, easements and licences comprising the Property has been duly and validly granted.
- (c) The Property is free and clear of all liens, charges, claims against title, royalties and encumbrances other than the Existing Royalties.
- (d) Neither MJM nor the MJM Subsidiary has entered into any binding agreement, commitment or understanding, written or verbal, with any party which in any way transfers, gives or provides that any third party will hold or be entitled to any interest in the Property, Assets, the production of minerals or the value of any sale proceeds therefrom; save and except the Existing Royalties.
- (e) To the knowledge of MJM, there is no adverse claim against or challenge to MJM's interest in and to the Property.



- (f) To the knowledge of MJM, there has been no act or omission by MJM, which could by notice or lapse of time, result in a breach, termination, abandonment, forfeiture, relinquishment or other premature termination of MJM's interests, rights or title to the Property.
- (g) The Contracts are, in all material respects, in good standing and in full force and effect and MJM is not aware of any material default by any party to any such Contracts or any other agreement to which MJM or the MJM Subsidiary is a party.
- (h) Neither MJM nor the MJM Subsidiary holds no interest in any real property, other than the leases, easements, licences and related interests forming the Property.
- (i) To the knowledge of MJM, (i) no Hazardous Materials has been placed, held, located, used or disposed of, on, under or at any of the lands comprising the Property by any person, and (ii) no claim has ever been asserted and there are no present circumstances which could reasonably form the basis for the assertion of any claim against the MJM Subsidiary for losses of any kind as a direct or indirect result of the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from any of the Property of any Hazardous Materials.
- (j) To the knowledge of MJM, there are no outstanding work orders or actions required or reasonably anticipated to be required to be taken in respect of the rehabilitation or restoration of any of the Property or relating to environmental matters in respect thereof or any operations thereon, nor has MJM Subsidiary received notice of same.
- (k) Neither MJM nor the MJM Subsidiary has received or is aware of any administrative or judicial judgment, order, decree or proceeding that relates to violation of Environmental Laws with respect to the Property or operation of a mine thereon or the release, discharge, emission or disposal of Hazardous Materials on, to, from or under the Property or that relates to a violation of Environmental Laws that has not been remediated to the satisfaction of the applicable governmental authority with jurisdiction over such release, discharge, emission or disposal.
- (l) All of the representations and warranties granted in favour of the MJM Subsidiary under each of the MJM Property Purchase Agreement, the MJM Property Ground Lease, and the MJM Mineral Sublease are, to the knowledge of MJM, accurate and unchanged.
- (m) To the knowledge of MJM: (i) all Environmental Permits pertaining to the Property are in good standing; (ii) there are no grounds upon which any of the Environmental Permits may be revoked or varied due to any failure to comply therewith or as a result of any such permit having been granted based on false or misleading information; (iii) all Environmental Permits are sufficient for the MJM Subsidiary to comply with all requirements under applicable law.
- (n) Neither MJM nor the MJM Subsidiary has received notice of the existence of any condemnation, expropriation or similar proceedings affecting any of the Property.
- (o) MJM has made available to Bond all material information in its possession or control relating to the Property, and MJM shall continue to make available to Bond all information in its possession or control relating to the Property.

#### *Other Matters*

In each of the following sections, references to "MJM" include the MJM Subsidiary.

- (a) MJM has no pension plan, profit sharing plan, deferred compensation plans, or similar plans or contracts or agreements, whether oral, written or implied, with any person.
- (b) There is no litigation, claim or proceeding, including appeals or applications for review, in progress or pending or threatened against or relating to MJM or affecting the Property or any other Assets before any domestic court, governmental department, commission, board, bureau or agency, or arbitration panel, and there is not presently outstanding against any person, the Property or any other Assets, any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency or arbitrator which materially adversely affects the same.
- (c) There is not pending or threatened or, to the knowledge of MJM, contemplated, any suit, action, legal proceeding, litigation or governmental investigation of any sort which would:
  - (i) in any manner restrain or prevent MJM from effectually dealing with the Assets;
  - (ii) cause any encumbrance to be attached to any of the Assets;
  - (iii) divest title to any of the Property or other Assets; or
  - (iv) make MJM liable for damages to any third party.
- (d) There is no legal, administrative, or other proceeding, arbitration, claim or action of any nature or investigation pending or threatened against or involving MJM, the Property or any other Assets or which questions or challenges the validity of this Agreement or any action taken or to be taken by the parties pursuant to this Agreement or any other agreement or instrument to be executed and delivered by the parties in connection with the transactions contemplated hereby and it does not know or have any reason to know of any valid basis for any such legal, administrative or other proceeding, arbitration, claim, action of any nature or investigation. MJM is not subject to any judgment, order or decree entered in any lawsuit or proceeding which has had or may be expected to have an adverse effect on the Property or other Assets.
- (e) MJM is not in breach in any material respect of any law, ordinance, statute, regulation, bylaw, order, decree, or permit to which it is subject or which applies to it and the uses to which the Assets have been put are not in breach in any material respect of any law, ordinance, statute, regulation, bylaw, order, decree or permit.
- (f) MJM does carry on business in any country other than Canada and the United States.
- (g) None of the foregoing representations and warranties knowingly contains any untrue statement of material fact or knowingly omits to state any material fact necessary to make any such covenant, warranty or representation not misleading to a prospective purchaser seeking full information.



#### **4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE SHAREHOLDERS**

4.1 Each Shareholder represents and warrants to Bond that, for itself:

- (a) it is the sole legal and beneficial owner of the MJM Shares registered in its name, free and clear of all liens, claims, charges and encumbrances of whatsoever nature and kind;
- (b) it has the full and absolute right, power and authority to enter into this Agreement on the terms and subject to the conditions herein set forth, to carry out the transactions contemplated hereby and to transfer the legal and beneficial title and ownership of its MJM Shares to Bond;
- (c) there are no outstanding options, warrants or other rights to acquire any of its MJM Shares; and no person, firm or corporation has any agreement or option or a right capable of becoming an agreement for the purchase of any of its MJM Shares; and
- (d) no shareholder agreement or other contract or understanding is in effect which may affect transferability of its MJM Shares.

#### **5. ADDITIONAL COVENANTS OF THE SHAREHOLDERS**

5.1 In addition to any of their respective covenants appearing elsewhere in this Agreement, the Shareholders further covenant and agree with Bond that:

- (a) the Shareholders will cause MJM to take all actions required under its constating documents to approve the transfer of the MJM Shares by the Shareholders to Bond as contemplated by this Agreement;
- (b) subject always to any duty or obligation of confidentiality owed by the Shareholders and MJM, the Shareholders will cause MJM, at all reasonable times prior to the Closing Date, to provide Bond with full access to records of MJM and to furnish Bond with such information with respect thereto as Bond may reasonably require; provided that any information which Bond and its directors and officers receive is confidential and will not be released to any other party or parties nor will it be used by Bond or its directors or officers for their own benefit without the permission of the Shareholders;
- (c) Shareholders will cause MJM not to, while this Agreement is in force unless it first receives the written consent of Bond, such consent not to be unreasonably withheld:
  - (i) incur any indebtedness or guarantee the obligations of any other party outside the ordinary course;
  - (ii) amend its by-laws or other constating documents;
  - (iii) issue any additional shares;
  - (iv) issue or create any warrants, obligations, subscriptions, options, convertible securities, or other commitments under which any additional shares of its capital of any class might be directly or indirectly authorized, allotted, issued or transferred;
  - (v) declare or pay any dividends or make any other distribution or appropriation of profits on capital; or
  - (vi) enter into any contract not in the ordinary course of its business,

- (d) from and after the date of this Agreement, the Shareholders will use their best efforts to cause MJM and the MJM Subsidiary to carry on their respective businesses in the normal course and to notify Bond in writing of any event or occurrence which has or which might reasonably be expected to have a material adverse effect on MJM or the MJM Subsidiary, its business or results of operations.

5.2 Each Shareholder hereby constitutes and irrevocably appoints any Director of MJM as its representative (the "Shareholder's Representative") and its true and lawful attorney in fact, with full power and authority in its name on its behalf:

- (i) to act on such Shareholder's behalf in the absolute discretion of the Shareholder's Representative with respect to all matters relating to this Agreement, including execution and delivery of any amendment, supplement, or modification of this Agreement and any waiver of any claim or right arising out of this Agreement; and
- (ii) in general, to do all things and to perform all acts, including executing and delivering all agreements, certificates, share certificates, receipts, instructions, and other instruments contemplated by or deemed advisable to effectuate the closing of this Agreement.

This appointment and grant of power and authority is coupled with an interest and is in consideration of the mutual covenants made in this Agreement and is irrevocable and will not be terminated by any act of any Shareholder or by operation of law, whether by the death or incapacity of any Shareholder or by occurrence of any other event. Each Shareholder hereby consents to the taking of any and all actions and the making of any decisions required and permitted to be taken or made by the Shareholder's Representative pursuant to this section 5.2. Each Shareholder agrees that the Shareholder's Representative shall have no obligation or liability to any Person for any action taken or omitted by the Shareholder's Representative in good faith, and each Shareholder shall indemnify and hold harmless the Shareholder's Representative from, and shall pay to the Shareholders' Representative the amount of, or reimburse the Shareholder's Representative for, any loss that the Shareholder's Representative may suffer, sustain, or become subject to as a result of any such action or omission by the Shareholder's Representative under this Agreement.

## **6. REPRESENTATIONS AND WARRANTIES OF BOND**

6.1 Bond represents and warrants to MJM and the Shareholders that:

- (a) it is a valid and subsisting corporation duly incorporated under the laws of the Province of British Columbia and is in good standing with respect to the filing of annual reports with the British Columbia Registrar of Companies;
- (b) it is a "reporting issuer" (as the term is defined in the Securities Act, British Columbia) in each of British Columbia, Alberta, Manitoba and Ontario and is not in default of any requirement of applicable laws or the applicable securities laws in each of the reporting jurisdictions and other regulatory instruments of the securities authorities in such provinces;
- (c) all disclosure documents of Bond filed under applicable securities laws, including but not limited to, financial statements, prospectuses, offering memoranda, information circulars, material change reports and shareholder communications 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;



- (d) it has the corporate power to own the assets owned by it, carry on the business carried on by it and has all the licences and permits requisite for the business carried on by it;
- (e) its common shares are listed and trade on the Exchange and Bond is not in default of any of the listing requirements of its listing agreement with the Exchange. Other than in connection with the transactions contemplated by this Agreement, there is no order ceasing or suspending trading in any securities of Bond is currently outstanding and to the knowledge of Bond, no proceedings for such purpose are pending or threatened by the Exchange or any securities authority;
- (f) Bond has an authorized share capital of an unlimited number of common shares without par value of which 5,850,000 common shares are issued and outstanding as of the date of this Agreement;
- (g) there are no outstanding options, warrants or other rights exchangeable for or convertible into shares of Bond, other than 555,000 incentive stock options exercisable at \$0.20 expiring on June 24, 2024, and 196,000 warrants to acquire shares of Bond (56,000 warrants exercisable at \$0.15 expiring on August 28, 2020 and 140,000 warrants exercisable at \$0.20 expiring on May 2, 2021);
- (h) the execution and delivery of this Agreement and all documents related to the closing of the transaction contemplated in this Agreement have been or will at the Closing Date have been duly authorized by all necessary and appropriate corporate proceedings of Bond;
- (i) the execution of this Agreement by Bond, the purchase by Bond of the MJM Shares from the Shareholders, and the performance and consummation by each of the parties of the other transactions contemplated hereby will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which Bond is a party or by which it is bound or to which any of its assets is subject, or conflict with or result in any violation of the provisions of the memorandum, articles, by-laws or other charter documents or directors' or shareholders' resolutions of Bond or any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over Bond; nor will the same give any person or company any right to terminate or cancel any agreement or any right enjoyed by Bond; or result in the creation or imposition of any lien, claim, encumbrance, charge or restriction of any nature in favour of a third party upon or against the assets of Bond or the common shares of Bond;
- (j) the incorporating documents of Bond as at the date of this Agreement have been provided to MJM and will not be amended prior to the Closing Date without the prior written consent of MJM (not to be unreasonably withheld);
- (k) Bond's Financial Statements filed on SEDAR are true and correct in every material respect and represent fairly and accurately the financial condition and position of Bond as at the dates thereof; and the results of its operations to that date, in accordance with applicable reporting standards. Other than as disclosed to MJM, there are no liabilities, contingent or otherwise, of Bond or the which are not disclosed or reflected in the Bond Financial Statements or elsewhere in this Agreement, and Bond has not guaranteed, or agreed to guarantee, any debt, liability or other obligation of any person, firm or corporation
- (l) other than in connection with the Private Placement, since the date of the most recent Bond Financial Statements:

- (i) there has not been any material adverse change in the financial position or condition of Bond, or any damage, loss or other material adverse change in circumstances affecting the business or assets of Bond, or their right or capacity to carry on business;
  - (ii) Bond has not waived or surrendered any right of material value;
  - (iii) Bond has not discharged or satisfied or paid any lien, claim, charge, encumbrance or obligation or liability except in the ordinary course of business,
  - (iv) no management fees have been paid or are payable by Bond to any party except as disclosed prior to the Closing Date; and
  - (v) the business of Bond has been carried on in the ordinary course.
- (m) All material transactions of Bond have been promptly and properly recorded or filed in or with its books and records. The minute books of Bond contain records of all the meetings and proceedings of shareholders and directors of Bond.
- (n) Bond is not in default in the payment of any taxes; and adequate provision has been made for taxes payable for each current period for which tax returns are not yet required to be filed, and there are no waivers or other arrangements providing for an extension of time for the filing of any tax return, or payment of any tax, government charge or deficiency, by Bond.
- (o) Bond has not prior to the date hereof:
- (i) acquired or had the use of any property from a person with whom it was not dealing with at arm's length, except as disclosed;
  - (ii) disposed of anything to a person with whom MJM was not dealing at arm's length for proceeds less than fair market value thereof; or
  - (iii) discontinued carrying on any business in respect of which its non-capital losses were incurred save and except acquisition of the Property.
- (p) Bond is not in default of its listing agreement with the Exchange and it is in good standing with each of the securities commissions in the jurisdictions in which it is a reporting issuer;
- (q) Bond has no pension plan, profit sharing plan, deferred compensation plans, or similar plans or contracts or agreements, whether oral, written or implied, with any person;
- (r) Bond is not a party to or subject to any outstanding judgments, lawsuits or proceedings; and to the best of Bond's knowledge, there are no pending lawsuits or proceedings nor any basis therefor;
- (s) there is no legal, administrative, or other proceeding, arbitration, claim or action of any nature or investigation pending or threatened against or involving Bond, its assets or which questions or challenges the validity of this Agreement or any action taken or to be taken by the parties pursuant to this Agreement or any other agreement or instrument to be executed and delivered by the parties in connection with the transactions contemplated hereby and it does not know or have any reason to know of any valid basis for any such legal, administrative or other proceeding, arbitration, claim, action of any nature or investigation. Bond is not subject to any judgment, order or decree entered in any lawsuit or proceeding which has had or may be expected to have an adverse effect on its assets;



- (t) Bond is not in breach in any material respect of any law, ordinance, statute, regulation, bylaw, order, decree, or permit to which it is subject or which applies to it and the uses to which its assets have been put are not in breach in any material respect of any law, ordinance, statute, regulation, bylaw, order, decree or permit;
- (u) Bond has full power, authority and capacity to enter into and perform its obligations under this Agreement and to allot and issue the Payment Shares to the Shareholders, and all necessary corporate authorizations required for the transactions contemplated hereunder have been unconditionally obtained and are in full force and effect, and this Agreement constitutes valid and binding obligations of Bond enforceable in accordance with its terms;
- (v) the Payment Shares will (upon their issuance and allotment) have been duly authorized, validly issued and fully-paid and Shareholders will obtain full right, title and interest in and to the same, carry the rights of common shares in the capital of Bond, be freely transferable (subject to the limitations set forth in section 2.2), free and clear of all liens, claims, charges and encumbrances of whatsoever nature and kind and will not be subject to calls for further funds; and
- (w) none of the foregoing representations and warranties knowingly contains any untrue statement of material fact or knowingly omits to state any material fact necessary to make any such covenant, warranty or representation not misleading to a prospective purchaser seeking full information.

## 7. COVENANTS OF BOND

7.1 Bond covenants and agrees with MJM and the Shareholders that it:

- (a) will, at all reasonable times prior to the Closing Date, provide MJM and the Shareholders with full access to such records of Bond and to furnish MJM and the Shareholders with such information with respect thereto and with respect to any other matters pertaining to Bond as MJM or the Shareholders may reasonably require; provided that any information which MJM or the Shareholders receive is confidential and will not be released to any other party or parties nor will it be used by MJM or the Shareholders for their own benefit without the permission of Bond;
- (b) carry on their respective businesses in the normal course and to notify Bond in writing of any event or occurrence which has or which might reasonably be expected to have a material adverse effect on MJM or the MJM Subsidiary, its business or results of operations.
- (c) will forthwith use its best efforts to obtain the acceptance for filing of the Exchange to this Agreement;
- (d) will use its reasonable commercial efforts to satisfy all of the conditions precedent that are to be satisfied by it, set forth in section 8; and
- (e) will not, prior to the Closing Date, except as contemplated in this Agreement, or with the prior written consent of the Principal Shareholders:
  - (i) make any employment contracts or other arrangements with any officers, agents, servants or employees of Bond;
  - (ii) make or assume any commitment, obligation or liability which is outside of the usual and ordinary course of the business of Bond and for the purpose of carrying on the same, but Bond will operate and carry on its business as heretofore and will maintain all of its rights and assets in good order and repair;

- (iii) declare or pay any dividends on shares in the capital of Bond or make any other distributions or appropriations of profits or capital;
- (iv) make any change to its constating documents from the date first written above to the Closing Date;
- (v) create or assume any indebtedness or guarantee the obligations of any third party;
- (vi) sell or otherwise in any way alienate or dispose of or encumber any of its assets; or
- (vi) sell or distribute any securities of its own issue.

## 8. CONDITIONS PRECEDENT

8.1 Upon each of Bond and MJM being satisfied with the results of their respective due diligence review of the other, the proposed purchase and sale of the MJM Shares is subject to the following conditions precedent being completed:

- (a) on the Closing Date, the resignations of Gary Arca and Cynthia Avelino as directors; and the appointment of Robert G. Power and Valéry Zamuner to Bond's board such that the board of directors of Bond shall consist of Joseph Carrabba, Robert Eadie, Elaine J. Dorward-King, Robert G. Power and Valéry Zamuner;
  - (b) on the Closing Date, Joseph Carrabba shall continue as President and Chief Executive Officer and Gary Arca shall continue as Corporate Secretary and Chief Financial Officer;
  - (c) Bond raising, on or before the Closing Date in one or more private placement offerings a minimum of \$1,600,000 through the issuance of units at not less than \$0.20 per unit (or as otherwise agreed between the parties), each unit to be comprised of one share and one-half warrant (each whole warrant to be exercisable at \$0.40 per share for a period of two years from the date of issue, subject to acceleration should Bond's shares trade at or above \$0.60 per share for a period of 20 consecutive trading days, following the expiry of the four month hold period applicable thereto);
  - (d) receipt of written notice from the Exchange that it has accepted this Agreement for filing. The parties will use their collective best efforts to obtain such approval as expeditiously as is reasonably possible;
  - (e) receipt of all approvals and third-party consents, including the Exchange;
  - (f) completion by MJM of a technical report on the Property in compliance with Canadian Securities Administrators National Instrument 43-101, to the satisfaction of Bond;
  - (g) if required by the Exchange, receipt by Bond of a favourable title opinion on MJM's Property;
  - (h) confirmation from MJM's counsel that the transaction has been conducted in accordance with applicable law;
  - (i) change of Bond's name to such name as is acceptable to the new board of directors and the Exchange; and
  - (j) delivery by each of the parties of all the closing documents referred to herein.
- 8.2 Any of the above conditions may only be waived by Bond and MJM in writing.
- 8.3 Bond agrees to prepare and submit all documents and reports as may be required to obtain Exchange



and shareholders' approval to the transactions contemplated hereby.

## 9. CLOSING

9.1 The completion of the transactions contemplated hereby will occur on the date that is five calendar days following the day upon which all of the conditions precedent pursuant to Part 8 of this Agreement have been satisfied or waived, or such earlier or later date as Bond, MJM and the Principal Shareholders may agree (the "**Closing Date**"). If the Closing Date does not occur on or before April 15, 2020 or May 29, 2020 in the event a meeting of the shareholders of Bond is required by the Exchange, this Agreement will terminate unless extended by mutual agreement of the parties.

9.2 The closing of the transactions contemplated herein will be completed on the Closing Date at the offices of the solicitors for Bond and at such time:

- (a) MJM and the Shareholders, as applicable, will deliver or cause to be delivered to Bond:
  - (i) certified copies of the resolutions of the directors of MJM approving all of the transactions contemplated in this Agreement;
  - (ii) a certificate of the Principal Shareholders confirming that their representations and warranties set out in this Agreement are true and complete as of the Closing Date;
  - (iii) certificates or other evidence representing the MJM Shares duly executed by the Shareholders for transfer to Bond;
  - (iv) evidence of the MJM Shares being registered to and in the name of Bond, such shares reflecting all the issued and outstanding shares of MJM;
  - (iv) an Escrow Agreement signed by each of the Principals;
  - (vi) consents to act as a director of Bond from each of the new directors and/or officers appointed by MJM, and
  - (vii) such further documents as Bond or its solicitors may reasonably require to give effect to the provisions hereof.
  
- (b) Bond will deliver or cause to be delivered to MJM and the Shareholders, as applicable:
  - (i) a copy of the Exchange's acceptance of this Agreement for filing;
  - (ii) the approval of the shareholders of Bond to the purchase of the MJM Shares in accordance with the policies of the Exchange (if required);
  - (iii) the Payment Shares, pro rata as to the Shareholder's respective equity interests in MJM, and in the name of the Shareholders or as directed by each Shareholder;
  - (iv) a signed Escrow Agreement;
  - (v) a certified copy of the directors resolution of Bond approving all of the transactions contemplated in this Agreement, including, without limitation, the acquisition of the MJM Shares, and the appointment of MJM's representative to the board of directors of Bond;
  - (vi) a certificate of an officer of Bond confirming, among other things, that Bond's representations and warranties herein are true and complete as of the Closing Date;
  - (vii) evidence of having raised, or received commitments for, an aggregate of a minimum of \$1,600,000 in equity financing or as otherwise agreed between the parties;

- (viii) resignations as contemplated in sections 8.1(a) and (b) above; and
- (ix) such further documents as may be required by MJM or its solicitors may reasonably require to give effect to the provisions hereof.

## 10. STRUCTURE CONSIDERATIONS

10.1 The parties acknowledge that a different structure for the transfer of the MJM Shares may be required due to applicable tax laws or the convenience of the parties and that, if warranted, will be implemented by the parties.

## 11. FINDER'S FEE

11.1 The parties acknowledge and agree that a finder's fee of 3.0% of the value of the transactions contemplated herein will be paid to Mackie Research Capital Corporation through the issuance of 1,860,000 common shares of Bond.

## 12. GENERAL PROVISIONS

12.1 Any controversy or claim arising out of or in relation to this Agreement, including, but not limited to, its existence and legal validity, shall be finally settled by a single arbitrator in accordance with the rules of the *Arbitration Act*, British Columbia. The substantive law governing this Agreement and the annexes hereto shall be the laws of the Province of British Columbia. The parties expressly agree to confer upon the arbitrators the powers to fill gaps, cure contractual omissions and to perform all other activities which they may deem necessary and/or opportune. The place of arbitration shall be at Vancouver, B.C. The parties undertake to fully and punctually abide by the award rendered by the arbitrators. Failing such a voluntary compliance, judgment upon the award or any other appropriate procedure may be entered or sought in any court having jurisdiction thereof to secure enforcement of said award.

12.2 The waiver by a party hereto of a breach of any term or condition contained in this Agreement shall not be deemed to be a waiver of such term or condition or of any subsequent breach of the same or of any other term or condition herein contained. No term or condition of this Agreement shall be deemed to have been waived unless such waiver shall be in writing.

12.3 Each of the parties covenant and agree to execute and deliver such further and other agreements or documents and to cause to be done and performed any further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement.

12.4 This Agreement and the documents referred to herein or annexed hereto constitute the entire, full and complete agreement among the parties concerning the subject matter hereof and supersede all prior agreements.

12.5 This Agreement may be executed in counterpart and by facsimile, all of which counterparts taken together shall be deemed to be one and the same instrument.

**[remainder of this page deliberately left blank – signature page follows]**



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

**BOND RESOURCES INC.**

By Its Authorized Signatory:

*"signed"* \_\_\_\_\_

**MJ MINING INC.**

By Its Authorized Signatory:

*"signed"* \_\_\_\_\_

*(Intentionally Left Blank)*  
Signature Pages of MJM Shareholders follow

*"signed"*

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**JOSEPH CARRABA**

*"signed"*

---

**MURRAY NYE**

*"signed"*

---

**MAX POLINSKY**

*"signed"*

---

**BROOKS HINTZE**

*"signed"*

---

**TIMOTHY HUNTER**

*"signed"*

---

**DAVE WHITELEY**

*"signed"*

---

**TERRANCE MULVIHILL**

*"signed"*

---

**KATHERINE WOOD**

*"signed"*

---

**RAMONA VORBERG**

*"signed"*

---

**THOMAS BROCK**

*"signed"*

---

**RUTH STOKY**

*"signed"*

---

**MARCO STRUB**

*"signed"*

---

**STEFAN STRUB**

*"signed"*

---

**ANTHONY BELLUZ**

*"signed"*

---

**STEPHEN TAYLOR**

*"signed"*

---

**RANDAL WOTRING**

*"signed"*

---

**CHARLES ABED**

*"signed"*

---

**NIALL HANELLEY**



"signed"  
**MICHAEL LOMBARDO**

"signed"  
**PHILIP BRANDT**

"signed"  
**JAN BARCIKOWSKI**

"signed"  
**ROBERT LUCAS**

"signed"  
**STEPHEN VANN**

"signed"  
**HANS WILD**

**SANCTUARY PROPERTIES LLC**

**INDUTECH AG**

Per: "signed"  
**Name:**  
**Title**

Per: "signed"  
**Name:**  
**Title**

**WALLACE HILL PARTNERS LTD.**

**LION CAPITAL INVESTMENT LIMITED**

Per: "signed"  
**Name:**  
**Title**

Per: "signed"  
**Name:**  
**Title**

**SCHEDULE "A"****Description of the Property:**

Township 29 North, Range 8 East, Boise Meridian, Idaho County, Idaho,  
Section 36: E1/2 of Section, NW1/4 lying south of the centerline of American River,  
Comprising 320 acres more or less.

**Description of the Equipment**

One 2017 Toyota Tundra.  
Two Atlas Copco (now Epic) Mine Trucks (Dump) Underground 22 ton capacity.  
One Jaw Crusher/Shaker Screen.  
One Reverse Helix Plant.  
One Stutenroth Mill.

**Description of the Contracts**

Mineral Sublease, dated March 11, 2020, between the MJM Subsidiary (as the lessee) and each of Shannon Anderson, Wesley Coppernoll and Michael Ayers (as the landlord), whereby the MJM Subsidiary agreed to sublease the mineral rights under that State of Idaho Mineral Lease No. E420003.

Ground Lease with Purchase Option (Mary K Mine), dated March 10, 2020, between the MJM Subsidiary (as the lessee) and CCC & A LLC (as the landlord), whereby the MJM Subsidiary agreed to lease the surface rights to certain parts of the Property.

Mary K Mine Purchase Agreement, dated March 10, 2020, among the MJM Subsidiary (as the purchaser), each of Shannon Anderson, Wesley Coppernoll and Michael Ayers (as the vendors), and AC & A LLC (as the royalty holder), whereby the MJM Subsidiary agreed to acquire the mineral rights under that State of Idaho Mineral Lease No. E420003.



**SCHEDULE "B"****1. List of Shareholders of MJM**

The Shareholders of MJM are:

<b>Name and Address of Shareholder</b>	<b>No. of MJM Shares Held</b>	<b>No. of Payment Shares to be Received</b>
Joseph Carrabba 39 Thatch Palm Way Key Largo, FL, USA 33037	9,799,990	9,799,990
Murray Nye 39 Bloomer Crescent Winnipeg, MB R3R 3J2	7,800,000	7,800,000
Max Polinsky 184 Oxford Street Winnipeg, MB R3M 3J6	6,800,000	6,800,000
Brooks Hintze 2184 Chamming Way #443 Idaho Falls, ID, USA 83402	6,800,000	6,800,000
Timothy Hunter 125 Main St. Marysville, MT, USA 59640	6,800,000	6,800,000
Dave Whiteley PO Box 285 Absarokee, MT, USA 59001	6,800,000	1,200,000
Terrance Mulvihill 1002 Benti Way Elko, NV, USA 89801	1,200,000	1,250,000
Katherine Wood 1518 Westerdale Dr. Kamloops, BC V1S 1Y9	1,250,000	1,250,000
Ramona Vorberg 960 Esquimalt Avenue West Vancouver, BC V7T 1J8	1,250,000	2,000,000
Thomas Brock 750 Highland Oaks Dr. Winston-Salem, NC 27103	2,000,000	3,500,000
Sanctuary Properties LLC 750 Highland Oaks Dr. Winston-Salem, NC 27103	3,500,000	1,250,000
Ruth Stoky 22 Caluosa Rd Key Largo, FL 33037	1,250,000	1,250,000
Indutec AG Exerzierplatz FL-9490 Vaduz, Liechtenstein	600,000	600,000
Marco Strub Sonnenbergs Tv. 14 Zufikon, 5621 Switzerland	300,000	300,000
Stefan Strub Beckenhofstrasse 6 Zurich, 8006, Switzerland	200,000	200,000
Anthony Belluz 295 Aldine St	100,000	100,000

Winnipeg, MB R3J 3A9		
Stephen Taylor 522 West State Ave Phoenix, AZ 85021	150,000	150,000
Randall Wotoring 17455 Brandonville Pike Bruceton Mills, WV 26525	250,000	250,000
Charles Abed 10801 Crisp Dr. Raleigh, NC 27614	250,000	250,000
Niall Hanelley P.O. Box 12526 Raleigh, NC 27605	500,000	500,000
Michael Lombardo 932 N. Boylan Ave Raleigh, NC 27605	250,000	250,000
Philip Brandt 124 Jim Town Road Jonesborough, TN 37659	100,000	100,000
Wallace Hill Partners Ltd. 1500 – 1055 West Georgia St Vancouver, BC V6E 4N7	500,000	500,000
Lion Capital Investment Limited 2 <sup>nd</sup> Floor, Strathvale House 90 North Church Street George Town, Grand Caymen KY1-1102	500,000	500,000
Barcikowski Jan Hegibachstrasse 22 CH-8032 Zurich, Switzerland	300,000	300,000
Robert Lucas 2091 Catalina Way Nolensville, TN 37135	150,000	150,000
Stephen Vann 129 West 95 <sup>th</sup> St New York, NY 10025	2,500,000	2,500,000
Hans Wild Blumenauweg 8 8134 Adliswil, Switzerland	100,000	100,000
Thomas Brock 750 Highland Oaks Dr. Winston-Salem, NC 27103	4,000,000	4,000,000
<b>Totals</b>	<b>66,000,000</b>	<b>66,000,000</b>

## 2. List of Directors and Officers of MJM

The Directors and Officers of MJM are:

- Joseph Carrabba - President, Director

## 3. List of Directors and Officers of MJM Subsidiary

The Directors and Officers of MJM Subsidiary are:

- Joseph Carrabba - President, Director



# AMENDING AGREEMENT

This Amending Agreement is dated the 6<sup>th</sup> day of May, 2020.

**AMONG:** **BOND RESOURCES INC.** (“**Bond**”)  
Suite 750 - 580 Hornby Street, Vancouver, BC V6C 3B6

**AND:** **MJ MINING INC.** (“**MJM**”)  
1900, 520 – 3rd Avenue S.W., Calgary, Alberta T2P 0R3

**AND:** **THOSE SHAREHOLDERS** of **MJ MINING INC.**,  
as listed below  
(collectively, the “**Shareholders**”)

**WHEREAS** each of Bond, MJM and the Shareholders entered into a Share Exchange Agreement dated March 30, 2020 (the “**Agreement**”),

**AND WHEREAS** subsequent to the date of the Agreement, the number of shares of MJM held by certain of the Shareholders was reduced, and in accordance therewith, those Shareholders are agreeing to receive such reduced number of Payment Shares from Bond under the Agreement;

**NOW THEREFORE** the parties agree to amend the Agreement as follows:

1. The definition of “Payment Shares” is revised to refer to “62,200,000 common shares in the capital of Bond”, instead of “66,000,000 common shares in the capital of Bond”.
2. Schedule B is amended, as it relates to the undersigned Shareholders only, as follows:

<b>Name and Address of Shareholder</b>	<b>No. of MJM Shares Held</b>	<b>No. of Payment Shares to be Received</b>
Joseph Carrabba 39 Thatch Palm Way Key Largo, FL, USA 33037	7,800,000	7,800,000
Murray Nye 39 Bloomer Crescent Winnipeg, MB R3R 3J2	7,300,000	7,300,000
Max Polinsky 184 Oxford Street Winnipeg, MB R3M 3J6	6,300,000	6,300,000
Brooks Hintze 2184 Chamming Way #443 Idaho Falls, ID, USA 83402	6,533,334	6,533,334
Timothy Hunter 125 Main St. Marysville, MT, USA 59640	6,533,333	6,533,333

Dave Whiteley PO Box 285 Absarokee, MT, USA 59001	6,533,333	6,533,333
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3. In all other regards, the Agreement remains unamended and in full force and effect.

**In witness whereof**, the parties have executed this Amending Agreement as of the date first above written.

**BOND RESOURCES INC.**

By Its Authorized Signatory:

"signed"

**MJ MINING INC.**

By Its Authorized Signatory:

"signed"

**MJM SHAREHOLDERS:**

"signed"  
Joseph Carrabba

"signed"  
Murray Nye

"signed"  
Max Polinsky

"signed"  
Brooks Hintze

"signed"  
Timothy Hunter

"signed"  
David Whiteley