

SHAREHOLDER DECLARATION

TO: Madison Metals Inc. (“**Madison**”)

AND TO: American Pacific Mining Corp. (“**APM**”)

RE: Distribution of an aggregate of 20,000,000 APM common shares (the “**APM Shares**”) and 5,000,000 APM common share purchase warrants (the “**APM Warrants**”) and, together with the APM Shares, the “**Securities**”) acquired by Madison in connection with the transactions between APM and Madison completed on June 26, 2020.

WHEREAS further to above-noted transactions, Madison intends to distribute the Securities as a return of capital to the shareholders of Madison on record as of June 26, 2020 (the “**Record Date**”), pro rata in accordance with their shareholdings in Madison (each, a “**Pro Rata Entitlement**”);

AND WHEREAS APM and Madison require that each of the shareholders of Madison complete this Shareholder Declaration in order to claim and receive their Pro Rata Entitlement.

NOW, THEREFORE, the undersigned shareholder (the “**Shareholder**”) hereby represents, warrants, covenants and certifies to APM and Madison that:

1. The Shareholder is a resident of the jurisdiction set out below in the “Shareholder’s Address”, which is the ordinary residence of the Shareholder or, if the Shareholder is not an individual, the ordinary place of business of the Shareholder.

Shareholder’s Address	 <hr/> <hr/> <hr/>
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2. The Shareholder was, as of the Record Date, the beneficial owner of the following number of common shares of Madison set out below in “Madison Shareholdings”.

Madison Shareholdings	 <hr/>
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3. The Shareholder acknowledges (i) that APM Shares are subject to a 6 month hold period ending January 22, 2021, (ii) that the APM Warrants are exercisable to acquire additional APM common shares at a price of \$0.25 per share for 18 months ending on December 26, 2021 and (iii) that the APM warrants are subject to such other terms set out in the certificate representing the APM Warrants.
4. The Shareholder is either (i) not resident in the US or otherwise a US Person within the meaning of US securities regulation, including the United States *Securities Act of 1933*, as amended, or (ii) has provided a properly completed U.S. Accredited Investor

representation letter in the form required by APM and Madison and attached hereto as Schedule A. All Shareholders who are resident in the US or otherwise US Persons but who do not qualify as U.S. Accredited Investors (collectively, the “**Non-Accredited US Holders**”) will be eligible to receive a Pro Rata Entitlement of the net proceeds, if any, obtained on sale of all of the Securities attributable to all such Non-Accredited US Holders.

5. The Shareholder acknowledges that that the Securities may not be offered or sold in the United States without registration under the United States *Securities Act of 1933*, as amended or compliance with requirements of an exemption from registration.
6. The Shareholder acknowledges that Madison may require the Shareholder to provide evidence of such Shareholder’s ownership of Madison common shares in order to claim the Shareholder’s Pro Rata Entitlement to the Securities. For example, if a Shareholder holds Madison Shares through a brokerage account, the Shareholder will be required to provide proof from such broker that the Shareholder held such Madison Shares on the Record Date.
7. The Shareholder acknowledges that, provided that Madison is able to confirm the Shareholder’s ownership of common shares to its satisfaction, a DRS (i.e., a Direct Registration Statement) representing the APM Shares and an electronic warrant certificate representing the APM Warrants, in each case in the amount equal to the Shareholder’s Pro Rata Entitlement, will be delivered by email to the Shareholder’s Email below.

Shareholder’s Email:	<hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/>
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If the Shareholder wishes to register the Securities other than at the Shareholder’s Address above, please provide such registration instructions below:

Registration Instructions	<hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/>
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8. The Shareholder acknowledges that any withholding or other applicable taxes are for the account of the Shareholder, for which the Shareholder indemnifies Madison and APM in respect of any non-payment of same.

9. The above representations, warranties and covenants will be true and correct both as of the execution of this Representation Letter and the undersigned acknowledges that they will survive the completion of the delivery of the Securities.

Dated this ____ day of _____, 202_.

Print name of Shareholder

By: _____
Signature

Print name of Signatory (if different from
Shareholder)

Title

TAKE IT PUBLIC will be able to assist you in completing this Shareholder Declaration. Please contact Lindsay Hamelin at 778.945.0348 if you require assistance. Once complete please deliver this Shareholder Declaration, together with proof of holding of Madison Shares on the Record Date to:

By mail or courier to:

**Take It Public Services Inc.
Suite 804 – 750 West Pender Street
Vancouver, BC V6C 2T7
Attention: Lindsay Hamelin**

Or by email to: Lindsay@takeitpublicservices.com

SCHEDULE A

US ACCREDITED INVESTOR REPRESENTATION LETTER

UNITED STATES ACCREDITED INVESTOR REPRESENTATION LETTER
(Rule 506(c) of Regulation D under the
United States Securities Act of 1933, as amended)

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

RE: Share Purchase Agreement between the Company and Madison Metals Inc. (“MMI”)

The Company entered into a share purchase agreement with MMI dated April 14, 2020, (the “SPA”) pursuant to which the Company acquired (the “Transaction”) all of the issued and outstanding shares of Broadway Gold Corp. (the “Subsidiary”) from MMI, in exchange for 20,000,000 common shares (the “APM Shares”) and 5,000,000 common share purchase warrants of APM (the “APM Warrants” and together with the APM Shares and the APM Warrant Shares (as defined herein), the “Securities”). Each APM Warrant allows its holder to purchase one APM Share (each, an “APM Warrant Share”) at a price of \$0.25 until the date which is eighteen months from the closing date of the Transaction.

It is the intention of MMI to distribute all of the APM Securities to the Shareholders (the “Distribution”), subject to compliance with applicable securities laws. MMI’s shareholders approved the Transaction and Distribution at a special meeting of shareholders held on June 22, 2020 (the “MMI Shareholders’ Meeting”).

To the extent that MMI permits its U.S. Shareholders (as defined herein) to participate in the Distribution, the Company may be deemed for the purposes of the United States Securities Act of 1933, as amended (the “U.S. Securities Act”), to be making an indirect primary offering of the APM Shares and APM Warrants to such U.S. Shareholders.

The APM Securities have not been and will not be registered under the U.S. Securities Act or any U.S. state securities laws, and have not been registered or otherwise qualified under the laws of any other foreign jurisdiction. Consequently, no APM Securities will be delivered to any registered or beneficial shareholders of Madison (“Ineligible Shareholders”) who (i) are, or who appear to the Company, MMI, or any custodian appointed by MMI to hold such APM Securities (the “Custodian”), to be a U.S. Shareholder, and (ii) do not qualify as a U.S. Accredited Investor (as defined herein) as determined by the Company, as the issuer of the Securities, in its sole discretion. Such APM Securities will be delivered by MMI to the Custodian for sale by the Custodian on behalf of all Non-Residents. Such APM Securities will be sold by the Custodian through a registered securities broker or dealer retained for the purpose of effecting sales of such APM Securities on behalf of Ineligible Shareholders. Such Ineligible Shareholders will receive from the Custodian their pro rata share of the cash proceeds from the sales of such APM Securities, less any commissions, expenses and any applicable withholding taxes.

In order to assist the Company, MMI and the Custodian in determining the eligibility of a U.S. Shareholder to participate in the Distribution, you have been asked to complete, execute and deliver this United States Accredited Investor Representation Letter (the “Certification”), certifying among other things, that you are a U.S. Accredited Investor.

In connection with the Distribution, the undersigned Non-Resident Holder (the “Investor”) hereby certifies the following to the Company.

PART I - DEFINITIONS

“**Regulation D**” means Regulation D promulgated under the SEC under the U.S. Securities Act.

“**Regulation S**” means Regulation S promulgated by the SEC under the U.S. Securities Act.

“**United States**” means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia.

“**U.S. Accredited Investor**” means an “accredited investor” that satisfies at least one of the criteria of Rule 501 (a) of Regulation D.

“**U.S. Person**” means a “U.S. person” as defined in Rule 902(k) of Regulation S (which definition includes a natural person resident in the United States, a partnership or corporation organized or incorporated under the laws of the United States, an estate of which any executor or administrator is a U.S. Person, a trust of which any trustee is a U.S. Person, a non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit of a U.S. Person, a discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated or (if an individual) resident in the United States, and a partnership or corporation if (i) organized or incorporated under the laws of any foreign jurisdiction, and (ii) formed by a U.S. Person principally for the purpose of investing in securities not registered under the U.S. Securities Act, unless it is organized or incorporated, and owned, by “accredited investors” under Rule 501(a) of Regulation D who are not natural persons, estates or trusts).

“**U.S. Shareholder**” means (a) any shareholder of MMI who is a U.S. Person or who is in the United States, (b) any shareholder of MMI who is acting for the account or benefit of any U.S. Person or any person within the United States, (c) any person who received proxy materials in relation to the MMI Shareholders’ Meeting in the United States, and (d) any person who was in the United States at the time such person completed a proxy, or otherwise participated in voting, in relation to the matters submitted to the shareholders for approval at the MMI Shareholders’ Meeting.

PART II – GENERAL AGREEMENTS

By executing this Certification, you hereby covenant, represent, warrant, acknowledge and agree as follows:

- (a) The APM Shares and the APM Warrants will be distributed by MMI in the United States only to U.S. Accredited Investors. The purpose of this Certification is to collect information from you to determine whether you are a U.S. Accredited Investor and otherwise meet the suitability criteria established by the Company and MMI for participating in the Distribution under United States federal and state securities laws. **By submitting the Letter, you agree to provide all required supporting documentation within ten (10) days after the date that you submit the Letter.**

- (b) As part of verifying your status as a U.S. Accredited Investor, you may be asked to submit supporting documentation as described in this Certification. It is possible that you were not required to submit this type of information in past offerings in which you have participated. However, the nature of this offering, together with changes made by the United States Securities and Exchange Commission (the “SEC”) to Regulation D in September 2013, impose additional obligations on the Company and MMI to verify that each investor is in fact a U.S. Accredited Investor. Accordingly, you must fully complete and sign the Certification, and deliver all required supporting documentation, before the Company and MMI will permit you to participate in the Distribution. You understand that the Company and MMI will rely on your representations and other statements and documents included in the Investor Information (as defined herein) in determining your status as a U.S. Accredited Investor, your suitability for investing in the Securities and whether to permit you to participate in the Distribution. The Company, as the issuer of the Securities, reserves the right, in its sole discretion, to verify your status as a U.S. Accredited Investor using any other methods that it may deem acceptable from time to time. However, you should not expect that the Company will accept any other such method. The Company may refuse to accept your request to participate in the Distribution for any reason or for no reason.
- (c) You have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the investment and you are able to bear the economic risk of loss of the investment.
- (d) You are purchasing the APM Shares and APM Warrants for your own account for investment purposes only and not with a view to resale or distribution of any Securities, and, in particular, you have no intention to distribute either directly or indirectly any of the Securities in the United States or to a U.S. Person.
- (e) You have been provided with the opportunity to ask questions and receive answers concerning the terms and conditions of the offering and you have had access to such information concerning the Company, the Transaction and the Distribution, as you have considered necessary or appropriate in connection with your investment decision to acquire the APM Shares and APM Warrants, and that any answers to questions and any request for information have been complied with to your satisfaction.
- (f) You acknowledge and agree that the Company will have complete discretion as to the use of the proceeds from the exercise of any APM Warrants, if any.
- (g) You understand (i) the Securities 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 will be “restricted securities”, as defined in Rule 144 under the U.S. Securities Act; (ii) you will be permitted to participate in the Distribution in reliance on an exemption from such registration requirements; and (iii) the Securities may not be transferred or exercised unless such the Securities, as applicable, are registered under the U.S. Securities Act and

applicable state securities laws, or unless an exemption from such registration requirements is available.

- (h) You agree that if you decide to offer, sell or otherwise transfer any of the Securities you will not offer, sell or otherwise transfer any of such Securities directly or indirectly, unless the sale is made pursuant to an effective registration statement under the U.S. Securities Act or in a transaction exempt from registration under the U.S. Securities Act and applicable state securities laws of the United States.
- (i) You acknowledge and agree that the Company has no obligation to register or otherwise qualify the resale of the Securities pursuant to the U.S. Securities Act or applicable state securities laws.
- (j) You acknowledge and agree that no agency, governmental authority, regulatory body, stock exchange or other entity has made any finding or determination as to the merit for investment of, nor have any such agencies or governmental authorities made any recommendation or endorsement with respect to, the Securities.
- (k) You understand and acknowledge that upon the issuance thereof, and 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 laws and regulations, the certificates representing the APM Shares and any APM Warrant Shares issued upon exercise of the APM Warrants, and all certificates issued in exchange therefor or in substitution thereof, will bear a legend in substantially in the following form:

“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 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 COMPLIANCE WITH APPLICABLE 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, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS, 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 APM Shares or APM Warrant Shares are being sold outside the United States in compliance with the requirements of Rule 904 of Regulation S and the Company continued to qualify as a “foreign issuer” (as defined in Rule 902 of Regulation S) at the time of issuance of such APM Shares or APM Warrant Shares, the legends set forth above in this subsection (l) may be removed by providing to the registrar and transfer agent of the Company (i) a declaration in the form attached hereto as Annex “B” (or in such other form as the Company may prescribe from time to time) and (ii) if required by the registrar and transfer agent, an opinion of counsel of recognized standing reasonably satisfactory to the Company, or other evidence reasonably satisfactory to the Company, that the proposed transfer may be effected without registration under the U.S. Securities Act; and provided, further, that, if the APM Shares or APM Warrant Shares are being sold otherwise than in accordance with Rule 904 of Regulation S and other than to the Company, the legends 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 legends are no longer required under applicable requirements of the U.S. Securities Act or state securities laws;

- (l) You understand and agree that the certificates representing the APM Warrants, and all certificates issued in exchange therefor or in substitution thereof, shall bear the following legend:

“THE SECURITIES REPRESENTED HEREBY AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF 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 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 COMPLIANCE WITH APPLICABLE 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, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS, 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.

THESE WARRANTS MAY NOT BE EXERCISED BY OR ON BEHALF OF A U.S. PERSON OR A PERSON IN THE UNITED STATES UNLESS THE SHARES ISSUABLE UPON EXERCISE OF THESE WARRANTS HAVE BEEN REGISTERED UNDER THE U.S. SECURITIES ACT AND THE APPLICABLE SECURITIES LEGISLATION OF ANY SUCH STATE OR EXEMPTIONS FROM SUCH REGISTRATION REQUIREMENTS ARE AVAILABLE. “UNITED STATES” AND “U.S. PERSON” ARE AS DEFINED BY REGULATION S UNDER THE U.S. SECURITIES ACT.”

- (m) You acknowledge and agree that:

- (i) no person has made to the Investor any written or oral representations (A) that any person will resell or repurchase the Securities, (B) that any person will refund the purchase price for the Securities, (C) as to the future price or value of the Securities; or (D) that any market for the Securities will materialize;
 - (ii) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Securities;
 - (iii) there is no government or other insurance covering the Securities;
 - (iv) there are risks associated with the purchase of the Securities; and
 - (v) there are restrictions on the Investor's ability to resell the Securities and it is the responsibility of the Investor to determine what those restrictions are and to comply with them before selling the Securities
- (n) You understand and agree that there may be material tax consequences to the Subscriber of an acquisition or disposition of the Securities and that the Company gives no opinion and makes no representation with respect to the tax consequences to the Subscriber under United States, state, local or foreign tax law of the Subscriber's acquisition or disposition of such Securities.
- (o) If an individual, you are a resident of the state or other jurisdiction listed on the signature page of this Certificate, and if you are not an individual, the office at which you received proxy materials in relation to the MMI Shareholders' Meeting, or at which your authorized signatory completed a proxy, or otherwise participated in voting, in relation to the matters submitted to the shareholders for approval at the MMI Shareholders' Meeting, is located at the address listed on the signature page of this Certificate.
- (p) Any funds which will be advanced by you to the Company upon exercise of the APM Warrants will not represent proceeds of crime for the purposes of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (the "**PATRIOT Act**"), and you acknowledge that the Company, MMI and/or the Custodian may in the future be required by law to disclose your name and other information relating to your participation in the Distribution, on a confidential basis, pursuant to the PATRIOT Act. No portion of any funds to be provided by the you in connection with the exercise of any APM Warrants (i) has been or will be derived from or related to any activity that is deemed criminal under the laws of the United States, or any other jurisdiction, or (ii) is being tendered on behalf of a person or entity who has not been identified to or by you, and you shall promptly notify the Company if you discover that any of such representations ceases to be true and provide the Company with appropriate information in connection therewith.
- (q) All of your statements in this Certification and all required supporting documentation delivered by you or on your behalf in connection with this Certification (collectively, the "**Investor Information**") will be treated confidentially. However, you understand and

agree that the Company, MMI and/or the Custodian may present the Investor Information to such parties as they deem appropriate to establish that the issuance and sale of the Securities (a) is exempt from the registration requirements of the U.S. Securities Act or (b) meets the requirements of applicable state securities laws; **provided, however,** that none of the Company, MMI or the Custodian need give prior notice before presenting the Investor Information to its legal, accounting and financial advisors.

PART III - ACCREDITED INVESTOR CERTIFICATION

I am submitting this Accredited Investor Certification (the "**Certification**") in connection with the Distribution. I hereby represent and warrant to the Company that I qualify as a U.S. Accredited Investor on the basis that:

(You must choose Part A or B below and check the applicable boxes.)

A. I am a **NATURAL PERSON** and:

(An investor using this Part A must check box (1), (2), (3) or (4).)

- (1) **Income Test:** My individual income exceeded US\$200,000 in each of the two most recent years or my joint income together with my spouse exceeded US\$300,000 in each of those years;

and

I reasonably expect to earn individual income of at least US\$200,000 this year or joint income with my spouse of at least US\$300,000 this year.

To support the representation in A(1) above:

(You must check box (a), (b) or (c).)

- (a) I will deliver to the Company copies of Form W-2, Form 1099, Schedule K-1 of Form 1065 or a filed Form 1040 for each of the two most recent years showing my income or my joint income with my spouse as reported to the IRS for each of those years. I understand that I may redact such documents to avoid disclosing personally identifiable information, such as Social Security numbers, that is not necessary to confirm annual income.

OR

- (b) My salary or my joint income with my spouse is publicly available information that has been reported in a document made available by the U.S. government or any state or political subdivision thereof (for example, reported in a filing with the Securities and Exchange Commission) and I will deliver to the Company copies of such publicly available materials identifying me or me and my spouse by name and disclosing the relevant salary information for each of the two most recent years.

OR

- (c) In accordance with the procedures described below under the heading "Independent Third-Party

Verification," I will assist in arranging for a registered broker-dealer, SEC-registered investment adviser, licensed attorney, or certified public accountant to deliver to the Company written confirmation of my status as a U.S. Accredited Investor based on my individual income or my joint income together with my spouse.

- (2) **Net Worth Test:** My individual net worth, or my joint net worth together with my spouse, exceeds US\$1,000,000.

For these purposes, "net worth" means the excess of:

total assets at fair market value (including all personal and real property, **but excluding the estimated fair market value of my primary residence**)

minus

total liabilities.

For these purposes, "liabilities":

exclude any mortgage or other debt secured by my primary residence in an amount of up to the estimated fair market value of that residence; but

include any mortgage or other debt secured by my primary residence in an amount in excess of the estimated fair market value of that residence.

I confirm that my total individual liabilities, or my total joint liabilities together with my spouse, do not exceed US\$_____. I represent that all liabilities necessary to determine my individual net worth, or my joint net worth together with my spouse, for the purpose of determining my status as a U.S. Accredited Investor are reflected in the dollar amount in the preceding sentence.

In addition, I confirm that I have not incurred any incremental mortgage or other debt secured by my primary residence in the 60 days preceding the date of this Letter, and I will not incur any incremental mortgage or other debt secured by my primary residence prior to the date of the closing for the sale of the Securities. I agree to promptly notify the Company if, between the date of this Certification and the date of the closing for the sale of the Securities, I incur any incremental mortgage or other debt secured by my primary residence. (*NOTE: If the representation in the first sentence of this paragraph is untrue or becomes untrue prior to the date of the closing for the sale of the Securities, you may still be able to invest in the Securities. However, you must first contact the Company for additional instructions on how to calculate your net worth for purposes of this offering.*)

To support the representations in A(2) above:

(You **must** check box (a) or (b).)

(a) I will deliver to the Company:

(i) Copies of bank statements, brokerage statements, other statements of securities holdings, certificates of deposit, tax assessments and/or appraisal reports issued by independent third parties that show my individual assets or my joint assets together with my spouse;

and

(ii) A copy of a consumer credit report for me (or copies of consumer credit reports for me and my spouse) issued by TransUnion, EquiFax or Experian.

I understand that each document described in paragraphs (i) and (ii) above must be dated no earlier than three months prior to the date of the closing for the sale of the Securities. I understand that I may redact any of these documents to avoid disclosing personally identifiable information, such as Social Security numbers, that is not necessary to confirm net worth.

OR

(b) In accordance with the procedures described below under the heading "Independent Third-Party Verification," I will assist in arranging for a registered broker-dealer, SEC-registered investment adviser, licensed attorney, or certified public accountant to deliver to the Company written confirmation of my status as a U.S. Accredited Investor based on my individual net worth or my joint net worth together with my spouse.

B. I am a **LEGAL ENTITY** that is:

*(An investor using this Part B **must** check at least one box below. **NOTE:** An investor that checks any of boxes B(1) through B(12) must contact the Company for additional instructions.)*

(1) A bank as defined in Section 3(a)(2) of the U.S. Securities Act, or any 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.

(2) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended.

- (3) An insurance company as defined in the U.S. Securities Act.
- (4) An investment company registered under the Investment Company Act of 1940 (the "**Investment Company Act**").
- (5) A business development company as defined in Section 2(a)(48) of the Investment Company Act.
- (6) A private business development company as defined in the Investment Advisors Act of 1940.
- (7) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or 301(d) of the Small Business Investment Act of 1958.
- (8) An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, limited liability company, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the Securities, with total assets in excess of US\$5,000,000.
- (9) 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, if such plan has total assets in excess of US\$5,000,000.
- (10) An employee benefit plan within the meaning of Title I of the Employment Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in such Act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of US\$5,000,000, or if a self-directed plan, the investment decisions are made solely by persons that are accredited investors.
- (11) A trust with total assets in excess of US\$5,000,000, not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a "sophisticated" person.
- (12) An entity in which all of the equity owners are Accredited Investors.

(NOTE: If box (12) is checked, each equity owner of the entity must individually complete and submit to the Company its own copy of this Certification.)

INDEPENDENT THIRD-PARTY VERIFICATION

(NOTE: An investor should only complete this section if, in Part A(1)(c) or A(2)(b) above, you have agreed to arrange for a third party to deliver written confirmation of your status as a U.S. Accredited Investor.)

To verify my status as a U.S. Accredited Investor, I hereby request that the Company or its agent contact:

Name: _____

Firm name: _____

Email: _____

Telephone: _____

Address: _____

- registered broker-dealer
- SEC-registered investment adviser
- licensed attorney
- certified public accountant

(NOTE: You must check one of the boxes above. If none are applicable, then you may not rely on independent third-party verification and you must instead directly submit to the Company copies of the other supporting documentation described in Part A(1)(a), A(1)(b) or A(2)(a) above.)

I understand that the Company will send to the person or firm named above a Verification Certification substantially in the form attached as Annex A. I have informed the person named above that the Company will contact him or her to verify my status as a U.S. Accredited Investor and I hereby authorize the Company and its agents to communicate with the person or firm named above to obtain such verification.

I understand that I am solely responsible for paying any fees charged by the person or firm named above in connection with verifying my status as a U.S. Accredited Investor.

SUPPORTING DOCUMENTATION

Within ten (10) days after the date that I submit this Certification to the Company, I will deliver to the Company, or arrange to have delivered to the Company on my behalf, all required supporting documentation.

All supporting documentation must be submitted to the Company either electronically, in PDF form, to lindsay@takeitpublicservices or by mail or overnight service to:

Take it Public Services Inc.
Suite 804 – 750 West Pender Street
Vancouver, BC V6C 2T7
Attention: Lindsay Hamelin

I understand that the Company may request additional supporting documentation from me in order to verify my status as a U.S. Accredited Investor and I hereby agree to promptly provide any such additional supporting documentation.

I further understand that, even if I complete and execute this Certification and provide all additional supporting documentation requested by the Company, the Company may at its sole discretion refuse to accept my subscription for the Securities for any reason or for no reason.

RELIANCE ON REPRESENTATIONS; INDEMNITY

I understand that the Company and its counsel are relying upon my representations in the Certification and upon the supporting documentation to be delivered by me or on my behalf in connection with the Certification (collectively, the "**Investor Information**"). I agree to indemnify and hold harmless the Company and its directors, officers, shareholders, representatives and agents, and any person who controls any of the foregoing, against any and all loss, liability, claim, damage and expense (including reasonable attorneys' fees) arising out of or based upon any misstatement or omission in the Investor Information or any failure by me to comply with any covenant or agreement made by me in the Investor Information.

SHARING OF INVESTOR INFORMATION

I understand and agree that the Company may present the Investor Information to such parties as it deems appropriate to establish that the issuance and sale of the Securities (a) is exempt from the registration requirements of the U.S. Securities Act or (b) meets the requirements of applicable state securities laws; **provided, however**, that the Company need not give prior notice before presenting the Investor Information to its legal, accounting and financial advisors.

[Execution Page Follows]

PART IV – EXECUTION PAGE

INVESTOR'S SIGNATURE AND CONTACT INFORMATION

Date: _____

Name: _____

Signature: _____

Email address: _____

Mailing address: _____

Telephone number: _____

SPOUSE'S SIGNATURE AND CONTACT INFORMATION

*(NOTE: The investor's spouse need only sign this letter if the investor is a natural person proving its accredited investor status based on **joint income** or **joint net worth** with the spouse under Part A(1)(a) or Part A(2)(a). A spouse who signs this letter makes all representations set out in this letter, including those relating to joint income or joint net worth, as applicable.)*

Date: _____

Name: _____

Signature: _____

Email address: _____

Mailing address: _____

Telephone number: _____

Annex A:

Form of Independent Third-Party Verification Letter

AMERICAN PACIFIC MINING CORP.

[FIRM NAME OR INDIVIDUAL NAME OF INDEPENDENT THIRD-PARTY]

[ADDRESS FOR INDEPENDENT THIRD-PARTY]

Dear [Mr./Mrs.] [NAME]:

Your client, [NAME OF PROSPECTIVE INVESTOR] (the "**Prospective Investor**"), has asked us to contact you directly to request that you verify the Prospective Investor's status as an "accredited investor" as that term is defined in Rule 501(a) of Regulation D of the Securities Act of 1933, as amended (an "**Accredited Investor**"). We are requesting this verification to ensure that the Prospective Investor is eligible to participate in a placement of securities (the "**Offering**") by American Pacific Mining Corp. (the "**Company**") that is only open to Accredited Investors.

Based on representations made to us by the Prospective Investor, we understand that you are [a registered broker-dealer/an SEC-registered investment adviser/a licensed attorney/a certified public accountant]. We further understand that the Prospective Investor qualifies as a U.S. Accredited Investor based on [his/her] [income/net worth] (calculated pursuant to Rule 501(a) of Regulation D), and that you have undertaken an independent analysis of the Prospective Investor's status as a U.S. Accredited Investor at least once during the three-month period preceding the date of this letter.

Kindly check box (a) or (b) below and complete the blank, as applicable:

(a) I am [a registered broker-dealer/an SEC-registered investment adviser/a licensed attorney in good standing under the laws of the jurisdictions in which I am admitted to practice/a certified public accountant duly registered and in good standing under the laws of the jurisdiction of my residence or principal office]. I have taken reasonable steps to verify that the Prospective Investor is a U.S. Accredited Investor based on [his/her] [income/net worth] (whether individual or together with [his/her] spouse) and, based on those steps, I have determined that the Prospective Investor is a U.S. Accredited Investor. The most recent date as of which I have made such determination is _____. To my knowledge after reasonable investigation, no facts, circumstances or events have arisen after that date that lead me to believe that the Prospective Investor has ceased to be a U.S. Accredited Investor. I acknowledge that the Company will rely on this letter in determining the Prospective Investor's eligibility to participate in the Offering and I consent to such reliance.

[] (b) I cannot confirm the Prospective Investor's status as a U.S. Accredited Investor.

Once completed, please sign below and submit a copy of the countersigned letter to the Company by (a) emailing it in PDF form to lindsay@takeitpublicservices or (b) mailing it to:

Take it Public Services Inc.
Suite 804 – 750 West Pender Street
Vancouver, BC V6C 2T7
Attention: Lindsay Hamelin

Sincerely,

American Pacific Mining Corp.

By: _____

Name:

Title:

Date:

Countersigned:

[FIRM NAME]

By: _____

Name:

Title:

Date:

cc: [NAME OF PROSPECTIVE INVESTOR]

(NOTE: If you prefer to use a different form of documentation to confirm the Prospective Investor's status as a U.S. Accredited Investor, please submit your alternative form of verification to the Company using one of the methods listed in the last full paragraph above.

Note that if you use a different form of verification, it must be signed and dated and include, at a minimum: (a) confirmation of your status as [a registered broker-dealer/an SEC-registered investment adviser/a licensed attorney in good standing under the laws of the jurisdictions in which you are admitted to practice/a certified public accountant duly registered and in good standing under the laws of the jurisdiction of your residence or principal office]; (b) a statement that you have taken reasonable steps to verify that the Prospective Investor qualifies as a U.S. Accredited Investor based on [his/her] [income/net worth]; (c) a statement that, based on those steps, you have determined that the Prospective Investor is a U.S. Accredited Investor; (d) the date as of which you most recently made that determination; (e) a statement that, to your knowledge after reasonable investigation, no facts, circumstances or events have arisen after that date that lead you to believe that the Prospective Investor has ceased to be a U.S. Accredited Investor; and (f) an acknowledgement that the Company will rely on your letter in determining the Prospective Investor's eligibility to participate in the Offering and your consent to such reliance.)

Annex B:

Form of Declaration for Removal of Legend

TO: Registrar and transfer agent for the shares of American Pacific Mining Corp.. (the “**Company**”)

The undersigned (A) acknowledges that the sale of _____ common shares of the Company to which this declaration relates, represented by certificate number _____ or Direct Registration System (DRS) Account Holder No. _____, 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 (a) is not an “affiliate” of the Company, as that term is defined in Rule 405 under the U.S. Securities Act, or is an affiliate solely by virtue of being an officer or director of the Company, (b) is not a “distributor” as defined in Regulation S, and (c) is not 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 or any other “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: _____

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 representation letter of _____ (the "**Seller**") dated _____, 20__, pursuant to which the Seller has requested that we sell, for the Seller's account, _____ common shares of the Company represented by certificate number _____ or Direct Registration System (DRS) Account Holder No. _____ (the "**Common Shares**"). We have executed sales of the Common Shares 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 the Common Shares was made to a person in the United States;
- (2) the sale of the Common Shares was executed in, on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or another "designated offshore securities market" (as defined in 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 Common Shares 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 Common Shares (including, but not be limited to, the solicitation of offers to purchase the Common Shares 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 Company shall be entitled to rely upon the representations, warranties and covenants contained in this letter to the same extent as if this letter had been addressed to them.

Dated: _____

Name of Firm

By: _____
Authorized Signatory