

**SHARE EXCHANGE AGREEMENT**  
**(Golden Gem Mines, LLC and Hercules Mines, LLC)**

This **Share Exchange Agreement**, dated as of May 19, 2018 (this “**Agreement**”) by and among **Bonanza Goldfields Corp.**, a Nevada corporation with an address of 6440 Sky Pointe Dr., Ste 140-149, Las Vegas, NV 89131 (“**BONZ**”), **Middle Verde Development Co., LLC**, an Arizona limited liability company having an address of 6440 Sky Pointe Dr., Ste 140-149, Las Vegas, NV 89131 (“**Middle Verde**”), **Clark Gold & Copper, Inc.**, a Wyoming corporation having an address of 6440 Sky Pointe Dr., Ste 140-149, Las Vegas, NV 89131 (“**Clark Gold**”), **Clark Copper Mines, LLC**, an Arizona limited liability company having an address of 6440 Sky Pointe Dr., Ste 140-149, Las Vegas, NV 89131 (“**Clark Copper**”) and the members of the Bauman Family identified on the signature pages hereof (collectively, the “**Bauman’s**”). For purposes of this Agreement **BONZ**, **Middle Verde**, **Clark Gold**, **Clark Copper** and the **Bauman’s** are sometimes collectively referred to as the “**Parties**” and individually as a “**Party**.”

**RECITALS**

**WHEREAS**, **Middle Verde** is the owner of fifty (50) shares of **Golden Gem Mines, LLC** (“**Golden Gem**”), a Nevada limited liability company and **Clark Gold** is the owner of fifty (50) shares of **Golden Gem**. Collectively, **Middle Verde** and **Clark Gold** are the owners of one hundred (100) shares of **Golden Gem**, which are all of the issued and outstanding shares of **Golden Gem**. **Golden Gem** has mineral rights to the **Golden Gem** group of 6 patented mining claims comprised of approximately 84 acres, the **Daisy Twins** group of 2 patented mining claims, comprised of approximately 38 acres, the **Summit** group of 3 patented mining claims comprised of approximately 60 acres and the **Towne** group of 3 patented mining claims comprised of approximately 60 acres, each located in the Wallapai Mining District, Chloride, Mohave County, Arizona; and

**WHEREAS**, **Clark Copper** is the owner of sixty-eight (68) shares of **Hercules Mines, LLC** (“**Hercules**”), a Nevada limited liability company, and each **Bauman** is the owner of 8 shares of **Hercules**, which are all of the issued and outstanding shares of **Hercules**. **Hercules** has mineral rights to the **Badger / Hercules** group of 7 patented mining claims comprised of approximately 131 acres, the **Rambler** patented mining claim (14 acres) and the **Payroll** group of 2 patented mining claims comprised of approximately 39 acres, each located in the Wallapai Mining District, Chloride, Mohave County, Arizona; and

**WHEREAS**, **BONZ** desires to acquire all of the outstanding shares of **Golden Gem** and **Hercules** in exchange for newly issued shares of **BONZ** common stock (the “**Share Exchange**” or the “**Transaction**”); and

**WHEREAS**, it is the intention of the parties that: (i) the **Share Exchange** shall qualify as a tax-free reorganization under Section 368(a)(1)(B) of the Internal Revenue Code of 1986, as amended (the “**Code**”); and (ii) the **Share Exchange** shall qualify as a transaction in securities exempt from registration or qualification under the Securities Act of 1933, as amended and in effect on the date of this Agreement (the “**Securities Act**”); and,

**WHEREAS**, it is the intention of the parties that upon the **Closing** (as hereinafter defined), **Golden Gem** and **Hercules** shall each become a wholly owned subsidiary of **BONZ**; and,

**WHEREAS**, the Parties agree that the foregoing Recitals are true and correct and are hereby incorporated into this Agreement by this reference.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and other agreements set forth herein, the parties hereto agree as follows:

**ARTICLE I**

**EXCHANGE OF SHARES**

**Section 1.1** **Agreement to Exchange Golden Gem Shares for BONZ Shares.** On the **Closing Date** (as hereinafter defined) and upon the terms and subject to the conditions set forth in this Agreement, (a) **Middle Verde** shall assign, transfer, convey and deliver to **BONZ** 50 shares of **Golden Gem** and (b) **Clark Gold** shall assign, transfer, convey and deliver to **BONZ** 50 shares of **Golden Gem** (collectively, the “**Golden Gem Shares**”), constituting all of the issued and outstanding shares of limited liability company membership interest in and to **Golden Gem**. In consideration and

exchange for the Golden Gem Shares, (x) BONZ shall issue to Middle Verde 75,000 restricted shares of BONZ Series B Preferred Stock (“Preferred Stock”) and (y) BONZ shall issue to Clark Gold 125,000 restricted shares of BONZ Preferred Stock, valued at \$1.00 per share.

**Section 1.2** Agreement to Exchange Hercules Shares for BONZ Shares. On the Closing Date (as hereinafter defined) and upon the terms and subject to the conditions set forth in this Agreement, (a) Clark Copper shall assign, transfer, convey and deliver to BONZ 68 shares of Hercules and (b) the Bauman’s shall assign, transfer, convey and deliver to BONZ 32 shares of Hercules (collectively, the “Hercules Shares”), constituting all of the issued and outstanding shares of limited liability company membership interest in and to Hercules. In consideration and exchange for the Hercules Shares, BONZ shall issue to the other parties a total of 240,000 restricted shares of BONZ Preferred Stock, as follows:

Clark Gold – 163,200 shares,

Each Bauman – 19,200 shares; total of 76,800 shares..

**Section 1.4** Closing and Actions at Closing. The closing of the Share Exchange (the “Closing”) shall take place at the offices of Bauman & Associates, 6228 Dartle Street, Las Vegas, NV 89130, at such time and date as the parties hereto shall agree orally or in writing (the “Closing Date”). It is contemplated that there may be two separate Closing Dates, with the share exchanges for Golden Gem and Hercules occurring on different dates.

**Section 1.5** Restrictions on Shares Transferred or Issued Pursuant to this Agreement. None of the BONZ common stock to be issued by BONZ pursuant to this Agreement or the Golden Gem Shares or the Hercules Shares to be transferred under this Agreement, have been registered and said shares are being issued or transferred pursuant to a specific exemption under the Securities Act, as well as under certain state securities laws for transactions by an issuer not involving any public offering or in reliance on limited federal pre-emption from such state securities registration laws, based on the suitability and investment representations made by the Parties. The shares of BONZ common stock, the Golden Gem Shares and the Hercules Shares must each be held and may not be sold, transferred, or otherwise disposed of for value unless such securities are subsequently registered under the Securities Act or an exemption from such registration is available. The certificates representing the shares of BONZ common stock issued in the Share Exchange, as well as the Golden Gem Shares and the Hercules Shares transferred in the Share Exchange, will each bear a legend in substantially the following form so restricting the sale of such securities:

**The securities represented by this certificate have not been registered under the Securities Act of 1933, as amended (the “Securities Act”), and are “restricted securities” within the meaning of Rule 144 promulgated under the Securities Act. The securities have been acquired for investment and may not be sold or transferred without complying with Rule 144 in the absence of an effective registration or other compliance under the Securities Act.**

**Section 1.6** Share Exchange Procedure. The Parties shall exchange the certificates representing the Golden Gem Shares and the Hercules Shares, respectively, by delivering such certificate(s) to the transferee duly executed and endorsed in blank (or accompanied by duly executed stock powers duly endorsed in blank), in each case in proper form for transfer.

## **ARTICLE II**

### **REPRESENTATIONS AND WARRANTIES OF MIDDLE VERDE AND CLARK GOLD**

Middle Verde and Clark Gold each represents, warrants and agrees that all of the statements in the following subsections of this Article II, pertaining to Golden Gem, are true and complete as of the date hereof.

#### **Section 2.1** Corporate Organization

A. GOLDEN GEM is a limited liability company duly organized, validly existing and in good standing under the laws of Nevada, and has all requisite limited liability company power and authority to own its properties and assets and governmental licenses, authorizations, consents and approvals to conduct its business as now conducted and is duly qualified to do business and is in good standing in each jurisdiction in which the nature of its activities

makes such qualification and being in good standing necessary, except where the failure to be so qualified and in good standing will not have a Material Adverse Effect on the activities, business, operations, properties, assets, condition or results of operation of GOLDEN GEM . “**Material Adverse Effect**” means, when used with respect to GOLDEN GEM , any event, occurrence, fact, condition, change or effect, which, individually or in the aggregate, would reasonably be expected to be materially adverse to the business, operations, properties, assets, condition (financial or otherwise), or operating results of GOLDEN GEM , or materially impair the ability of GOLDEN GEM to perform its obligations under this Agreement, excluding any change, effect or circumstance resulting from (i) the announcement, pendency or consummation of the transactions contemplated by this Agreement; or (ii) changes in the U.S. securities markets generally.

B. Copies of the formation documents of GOLDEN GEM, or their equivalent, with all amendments thereto, as of the date hereof (the “**GOLDEN GEM Charter Documents**”), have been furnished to BONZ, if so requested, and such copies are accurate and complete as of the date hereof. The minute books of GOLDEN GEM are current as required by law, contain the minutes of all meetings of the GOLDEN GEM Managers and its Members from its date of formation to the date of this Agreement, and adequately reflect all material actions taken by the GOLDEN GEM managers and its members. GOLDEN GEM is not in violation of any of the provisions of the GOLDEN GEM Charter Documents.

**Section 2.2**     Capitalization of GOLDEN GEM.

A. The authorized and issued shares of limited liability company membership interest in GOLDEN GEM consists of 100 shares, all of which are owned by Middle Verde and Clark Gold.

B. All of the issued and outstanding shares of GOLDEN GEM immediately prior to this Share Exchange are duly authorized, validly issued, fully paid and non-assessable, and have been issued in compliance with all applicable securities laws and limited liability company laws of Nevada and will have been issued free of preemptive rights of any security holder. The issuance of all of the shares of GOLDEN GEM described in this Section 2.2 have been, or will be, as applicable, in compliance with U.S. federal and state securities laws and state corporate laws and no stockholder of GOLDEN GEM has any right to rescind or bring any claim against GOLDEN GEM for failure to comply with the Securities Act, or state securities laws.

**Section 2.3**     Shareholders of GOLDEN GEM. Middle Verde and Clark Gold are the only shareholders of GOLDEN GEM.

**Section 2.4**     Managers of GOLDEN GEM. The duly elected or appointed managers of GOLDEN GEM are as set out in Schedule 2.4.

**Section 2.5**     Financial Statements. GOLDEN GEM has kept all books and records since inception and such financial statements have been prepared in accordance with Generally Accepted Accounting Principles (“**GAAP**”) consistently applied throughout the periods involved. The balance sheets are true and accurate and present fairly as of their respective dates the financial condition of GOLDEN GEM. As of the date of such balance sheets, except as and to the extent reflected or reserved against therein, including but not limited to any previous tax liability GOLDEN GEM had no liabilities or obligations (absolute or contingent) which should be reflected in the balance sheets or the notes thereto prepared in accordance with GAAP, and all assets reflected therein are properly reported and present fairly the value of the assets of GOLDEN GEM, in accordance with GAAP. The statements of operations, stockholders’ equity and cash flows reflect fairly the information required to be set forth therein by GAAP. The books and records, financial and otherwise, of GOLDEN GEM are, in all material aspects, complete and correct and have been maintained in accordance with good business and accounting practices. All of GOLDEN GEM’s assets are reflected on its financial statements, and GOLDEN GEM has no material liabilities, direct or indirect, matured or unmatured, contingent or otherwise which are not reflected on its financial statements.

**Section 2.6**     Information. The information concerning GOLDEN GEM set forth in this Agreement is complete and accurate in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact required to make the statements made, in light of the circumstances under which they were made, not misleading.

**Section 2.7** Personal Property. GOLDEN GEM possesses, and has good and marketable title of all property necessary for the continued operation of the business of GOLDEN GEM as presently conducted and as represented to BONZ. All such property is used in the business of GOLDEN GEM . All such property is in reasonably good operating condition (normal wear and tear excepted), and is reasonably fit for the purposes for which such property is presently used. All material equipment, furniture, fixtures and other tangible personal property and assets owned or leased by GOLDEN GEM is owned by GOLDEN GEM free and clear of all liens, security interests, charges, encumbrances, and other adverse claims.

**Section 2.8** Intellectual Property. GOLDEN GEM represents and warrants that all trademarks and trademark applications, and all patents and patent applications, as set forth in Schedule 2.8, and any trade secrets, and “know-how” held relating to business of GOLDEN GEM, and all other intangible assets, in GOLDEN GEM’s possession or that may be reasonably acquired by GOLDEN GEM any other proprietary information and trade secrets relating to the business of GOLDEN GEM (collectively the “**Intellectual Property**”) shall remain the intellectual property of GOLDEN GEM as of the date of Closing of this Agreement and that GOLDEN GEM shall take any steps reasonable to assign or otherwise transfer any Intellectual Property right to BONZ , as necessary to protect BONZ’ rights to the same. Further, GOLDEN GEM owns, free and clear of any encumbrance, or has the valid right to sell all Intellectual Property used in its business, as currently conducted. GOLDEN GEM represents that it has not received any written complaint, claim or notice alleging any such infringement, violation or misappropriation. Additionally, GOLDEN GEM has taken reasonable precautions (i) to protect its rights in its Intellectual Property and (ii) to maintain the confidentiality of its trade secrets, know-how and other confidential Intellectual Property, related to the business and to GOLDEN GEM’s knowledge, there have been no acts or omissions by the managers, members, employees and agents of GOLDEN GEM, the result of which would be to materially compromise the rights of GOLDEN GEM to apply for or enforce appropriate legal protection of GOLDEN GEM ’s Intellectual Property.

**Section 2.9** Material Contracts and Transactions. Schedule 2.9 attached hereto lists each material contract, agreement, license, permit, arrangement, commitment, instrument or contract to which GOLDEN GEM is a party (each, a “**Contract**”). Each Contract is in full force and effect, and there exists no material breach or violation of or default by GOLDEN GEM under any Contract, or any event that with notice or the lapse of time, or both, will create a material breach or violation thereof or default under any Contract by GOLDEN GEM or any of its subsidiaries. The continuation, validity, and effectiveness of each Contract will in no way be affected by the consummation of the Transaction or any of the transactions contemplated in this Agreement. There exists no actual or threatened termination, cancellation, or limitation of, or any amendment, modification, or change to any Contract.

**Section 2.10** Subsidiaries. GOLDEN GEM does not have any subsidiaries or agreements of any nature to acquire any subsidiary or to acquire or lease any other business operations.

**Section 2.11** Absence of Certain Changes or Events. As of the date of this Agreement, (a) there has not been any material adverse change in the business, operations, properties, assets, or condition (financial or otherwise) of GOLDEN GEM ; and (b) GOLDEN GEM has not: (i) declared or made, or agreed to declare or make, any payment of dividends or distributions of any assets of any kind whatsoever to stockholders or purchased or redeemed, or agreed to purchase or redeem, any of its shares; (ii) made any material change in its method of management, operation or accounting; (iii) entered into any other material transaction other than in the ordinary course of its business; or (iv) made any increase in or adoption of any profit sharing, bonus, deferred compensation, insurance, pension, retirement, or other employee benefit plan, payment, or arrangement made to, for, or with its officers, directors, or employees.

**Section 2.12** Litigation and Proceedings. There are no actions, suits, proceedings, or investigations pending or, to the knowledge of GOLDEN GEM after reasonable investigation, threatened by or against GOLDEN GEM or affecting GOLDEN GEM or its properties, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind. GOLDEN GEM does not have any knowledge of any material default on its part with respect to any judgment, order, injunction, decree, award, rule, or regulation of any court, arbitrator, or governmental agency or instrumentality.

**Section 2.13** Compliance with Laws and Regulations. To the best of its knowledge, GOLDEN GEM has complied with all applicable statutes and regulations, except to the extent that noncompliance would not materially and adversely affect the business, operations, properties, assets, or condition of GOLDEN GEM or except to the extent

that noncompliance would not result in the occurrence of any material liability for GOLDEN GEM. This compliance includes, but is not limited to, the filing of all reports to date with relevant authorities.

**Section 2.14** Approval of Agreement. Middle Verde, in its capacity as the Manager of GOLDEN GEM, has authorized the execution and delivery of this Agreement and has approved this Agreement and the transactions contemplated hereby.

**Section 2.15** Valid Obligation. This Agreement and all agreements and other documents executed by Middle Verde and Clark Gold, respectively, in connection herewith constitute the valid and binding obligation of Middle Verde or Clark Gold, as the case may be, enforceable in accordance with its or their terms, except as may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and subject to the qualification that the availability of equitable remedies is subject to the discretion of the court before which any proceeding therefore may be brought.

### **ARTICLE III**

#### **REPRESENTATIONS AND WARRANTIES OF CLARK COPPER**

Clark Copper represents, warrants and agrees that all of the statements in the following subsections of this Article III, pertaining to Hercules, are true and complete as of the date hereof.

##### **Section 3.1** Corporate Organization

A. Hercules is a limited liability company duly organized, validly existing and in good standing under the laws of Nevada, and has all requisite limited liability company power and authority to own its properties and assets and governmental licenses, authorizations, consents and approvals to conduct its business as now conducted and is duly qualified to do business and is in good standing in each jurisdiction in which the nature of its activities makes such qualification and being in good standing necessary, except where the failure to be so qualified and in good standing will not have a Material Adverse Effect on the activities, business, operations, properties, assets, condition or results of operation of Hercules. "**Material Adverse Effect**" means, when used with respect to Hercules, any event, occurrence, fact, condition, change or effect, which, individually or in the aggregate, would reasonably be expected to be materially adverse to the business, operations, properties, assets, condition (financial or otherwise), or operating results of Hercules, or materially impair the ability of Hercules to perform its obligations under this Agreement, excluding any change, effect or circumstance resulting from (i) the announcement, pendency or consummation of the transactions contemplated by this Agreement; or (ii) changes in the U.S. securities markets generally.

B. Copies of the formation documents of Hercules, or their equivalent, with all amendments thereto, as of the date hereof (the "**Hercules Charter Documents**"), have been furnished to BONZ, if so requested, and such copies are accurate and complete as of the date hereof. The minute books of Hercules are current as required by law, contain the minutes of all meetings of the Hercules Managers and its Members from its date of formation to the date of this Agreement, and adequately reflect all material actions taken by the Hercules managers and its members. Hercules is not in violation of any of the provisions of the Hercules Charter Documents.

##### **Section 3.2** Capitalization of Hercules.

A. The authorized and issued shares of limited liability company membership interest in Hercules consists of 100 shares, all of which are owned by Clark Copper and the Bauman's.

B. All of the issued and outstanding shares of Hercules immediately prior to this Share Exchange are duly authorized, validly issued, fully paid and non-assessable, and have been issued in compliance with all applicable securities laws and limited liability company laws of Nevada and have been issued free of preemptive rights of any security holder. The issuance of all of the shares of Hercules described in this Section 3.2 have been, or will be, as applicable, in compliance with U.S. federal and state securities laws and state corporate laws and no stockholder of Hercules has any right to rescind or bring any claim against Hercules for failure to comply with the Securities Act, or state securities laws.

**Section 3.3**      Shareholders of Hercules. Clark Copper and the Bauman's are the only shareholders of Hercules.

**Section 3.4**      Managers of Hercules. The duly elected or appointed managers of Hercules are as set out in Schedule 3.4.

**Section 3.5**      Financial Statements. Hercules has kept all books and records since inception and such financial statements have been prepared in accordance with Generally Accepted Accounting Principles ("GAAP") consistently applied throughout the periods involved. The balance sheets are true and accurate and present fairly as of their respective dates the financial condition of Hercules. As of the date of such balance sheets, except as and to the extent reflected or reserved against therein, including but not limited to any previous tax liability Hercules had no liabilities or obligations (absolute or contingent) which should be reflected in the balance sheets or the notes thereto prepared in accordance with GAAP, and all assets reflected therein are properly reported and present fairly the value of the assets of Hercules, in accordance with GAAP. The statements of operations, stockholders' equity and cash flows reflect fairly the information required to be set forth therein by GAAP. The books and records, financial and otherwise, of Hercules are, in all material aspects, complete and correct and have been maintained in accordance with good business and accounting practices. All of Hercules's assets are reflected on its financial statements, and Hercules has no material liabilities, direct or indirect, matured or unmatured, contingent or otherwise which are not reflected on its financial statements.

**Section 3.6**      Information. The information concerning Hercules set forth in this Agreement is complete and accurate in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact required to make the statements made, in light of the circumstances under which they were made, not misleading.

**Section 3.7**      Personal Property. Hercules possesses, and has good and marketable title of all property necessary for the continued operation of the business of Hercules as presently conducted and as represented to BONZ. All such property is used in the business of Hercules. All such property is in reasonably good operating condition (normal wear and tear excepted), and is reasonably fit for the purposes for which such property is presently used. All material equipment, furniture, fixtures and other tangible personal property and assets owned or leased by Hercules is owned by Hercules free and clear of all liens, security interests, charges, encumbrances, and other adverse claims.

**Section 3.8**      Intellectual Property. Hercules represents and warrants that all trademarks and trademark applications, and all patents and patent applications, as set forth in Schedule 3.8, and any trade secrets, and "know-how" held relating to business of Hercules, and all other intangible assets, in Hercules's possession or that may be reasonably acquired by Hercules any other proprietary information and trade secrets relating to the business of Hercules (collectively the "**Intellectual Property**") shall remain the intellectual property of Hercules as of the date of Closing of this Agreement and that Hercules shall take any steps reasonable to assign or otherwise transfer any Intellectual Property right to BONZ, as necessary to protect BONZ's rights to the same. Further, Hercules owns, free and clear of any encumbrance, or has the valid right to sell all Intellectual Property used in its business, as currently conducted. Hercules represents that it has not received any written complaint, claim or notice alleging any such infringement, violation or misappropriation. Additionally, Hercules has taken reasonable precautions (i) to protect its rights in its Intellectual Property and (ii) to maintain the confidentiality of its trade secrets, know-how and other confidential Intellectual Property, related to the business and to Hercules's knowledge, there have been no acts or omissions by the managers, members, employees and agents of Hercules, the result of which would be to materially compromise the rights of Hercules to apply for or enforce appropriate legal protection of Hercules's Intellectual Property.

**Section 3.9**      Material Contracts and Transactions. Schedule 3.9 attached hereto lists each material contract, agreement, license, permit, arrangement, commitment, instrument or contract to which Hercules is a party (each, a "**Contract**"). Each Contract is in full force and effect, and there exists no material breach or violation of or default by Hercules under any Contract, or any event that with notice or the lapse of time, or both, will create a material breach or violation thereof or default under any Contract by Hercules or any of its subsidiaries. The continuation, validity, and effectiveness of each Contract will in no way be affected by the consummation of the Transaction or any of the transactions contemplated in this Agreement. There exists no actual or threatened termination, cancellation, or limitation of, or any amendment, modification, or change to any Contract.

**Section 3.10** Subsidiaries. Hercules does not have any subsidiaries or agreements of any nature to acquire any subsidiary or to acquire or lease any other business operations.

**Section 3.11** Absence of Certain Changes or Events. As of the date of this Agreement, (a) there has not been any material adverse change in the business, operations, properties, assets, or condition (financial or otherwise) of Hercules; and (b) Hercules has not: (i) declared or made, or agreed to declare or make, any payment of dividends or distributions of any assets of any kind whatsoever to stockholders or purchased or redeemed, or agreed to purchase or redeem, any of its shares; (ii) made any material change in its method of management, operation or accounting; (iii) entered into any other material transaction other than in the ordinary course of its business; or (iv) made any increase in or adoption of any profit sharing, bonus, deferred compensation, insurance, pension, retirement, or other employee benefit plan, payment, or arrangement made to, for, or with its officers, directors, or employees.

**Section 3.12** Litigation and Proceedings. There are no actions, suits, proceedings, or investigations pending or, to the knowledge of Hercules after reasonable investigation, threatened by or against Hercules or affecting Hercules or its properties, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind. Hercules does not have any knowledge of any material default on its part with respect to any judgment, order, injunction, decree, award, rule, or regulation of any court, arbitrator, or governmental agency or instrumentality.

**Section 3.13** Compliance with Laws and Regulations. To the best of its knowledge, Hercules has complied with all applicable statutes and regulations, except to the extent that noncompliance would not materially and adversely affect the business, operations, properties, assets, or condition of Hercules or except to the extent that noncompliance would not result in the occurrence of any material liability for Hercules. This compliance includes, but is not limited to, the filing of all reports to date with relevant authorities.

**Section 3.14** Approval of Agreement. Clark Copper, in its capacity as the Manager of Hercules, has authorized the execution and delivery of this Agreement and has approved this Agreement and the transactions contemplated hereby.

**Section 3.15** Valid Obligation. This Agreement and all agreements and other documents executed by Clark Copper in connection herewith constitute the valid and binding obligation of Clark Copper, enforceable in accordance with its or their terms, except as may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and subject to the qualification that the availability of equitable remedies is subject to the discretion of the court before which any proceeding therefore may be brought.

#### **ARTICLE IV**

**[INTENTIONALLY OMITTED]**

#### **ARTICLE V**

### **CONDITIONS TO THE OBLIGATIONS OF MIDDLE VERDE, CLARK GOLD, CLARK COPPER AND THE BAUMAN'S**

The obligations of Middle Verde, Clark Gold, Clark Copper and the Bauman's to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which may be waived by Middle Verde, Clark Gold, Clark Copper or the Bauman's, as the case may be, in their sole discretion:

**Section 5.1** Agreements and Covenants. BONZ shall have performed and complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with on or prior to the Closing Date.

**Section 5.2** Consents and Approvals. All consents, waivers, authorizations and approvals of any governmental or regulatory authority, domestic or foreign, and of any other person, firm or corporation, required in connection with the execution, delivery and performance of this Agreement shall be in full force and effect on the Closing Date.

**Section 5.3** No Violation of Orders. No preliminary or permanent injunction or other order issued by any court or governmental or regulatory authority, domestic or foreign, nor any statute, rule, regulation, decree or executive order promulgated or enacted by any government or governmental or regulatory authority, which declares this Agreement invalid in any respect or prevents the consummation of the transactions contemplated hereby, or which materially and adversely affects the assets, properties, operations, prospects, net income or financial condition of BONZ shall be in effect; and no action or proceeding before any court or governmental or regulatory authority, domestic or foreign, shall have been instituted or threatened by any government or governmental or regulatory authority, domestic or foreign, or by any other person or entity, which seeks to prevent or delay the consummation of the transactions contemplated by this Agreement or which challenges the validity or enforceability of this Agreement.

**Section 5.4** No Material Adverse Effect. There shall not have been any event, occurrence or development that has resulted in or could result in a Material Adverse Effect on or with respect to BONZ.

**Section 5.5** Settlement or Cancellation of BONZ Payables to Former Professionals. Prior management of BONZ has indicated that approximately \$60,000 is owing to a former attorney for BONZ and the former accountants for BONZ for services allegedly provided in 2013 or before (collectively, the “BONZ Insider Claims”). It is the position of BONZ that the BONZ Insider Claims are barred by the statute of limitations. Closing is subject to the settlement or cancellation of the BONZ Insider Claims for no more than an aggregate total of BONZ common stock acceptable to the Parties and the claimants.

**Section 5.6** No Trading Suspension. The SEC shall not have suspended trading in BONZ common stock.

## **ARTICLE VI**

### **CONDITIONS TO THE OBLIGATIONS OF BONZ**

The obligations of BONZ to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which may be waived by BONZ, as the case may be, in their sole discretion:

**Section 6.1** Representations and Warranties of Middle Verde, Clark Gold and Clark Copper. All representations and warranties made by Middle Verde, Clark Gold and Clark Copper in this Agreement shall be true and correct in all material respects on and as of the Closing Date.

**Section 6.2** Agreements and Covenants. Middle Verde, Clark Gold, Clark Copper and the Bauman’s each shall have performed and complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with on or prior to the Closing Date.

**Section 6.3** Consents and Approvals. All consents, waivers, authorizations and approvals of any governmental or regulatory authority, domestic or foreign, and of any other person, firm or corporation, required in connection with the execution, delivery and performance of this Agreement shall be in full force and effect on the Closing Date.

**Section 6.4** No Violation of Orders. No preliminary or permanent injunction or other order issued by any court or governmental or regulatory authority, domestic or foreign, nor any statute, rule, regulation, decree or executive order promulgated or enacted by any government or governmental or regulatory authority, which declares this Agreement invalid in any respect or prevents the consummation of the transactions contemplated hereby, or which materially and adversely affects the assets, properties, operations, prospects, net income or financial condition of GOLDEN GEM or HERCULES shall be in effect; and no action or proceeding before any court or governmental or regulatory authority, domestic or foreign, shall have been instituted or threatened by any government or governmental or regulatory authority, domestic or foreign, or by any other person or entity, which seeks to prevent or delay the



consummation of the transactions contemplated by this Agreement or which challenges the validity or enforceability of this Agreement.

**Section 6.5** No Material Adverse Effect. There shall not have been any event, occurrence or development that has resulted in or could result in a Material Adverse Effect on or with respect to Middle Verde, GOLDEN GEM or Hercules.

## **ARTICLE VII**

### **SURVIVAL AND INDEMNIFICATION**

**Section 7.1** Survival of Provisions. The respective representations, warranties, covenants and agreements of each of the parties to this Agreement (except covenants and agreements which are expressly required to be performed and are performed in full on or before the Closing Date) shall expire six (6) months after the Closing Date (the “**Survival Period**”). The right to indemnification, payment of damages or other remedy based on such representations, warranties, covenants, and obligations will not be affected by any investigation conducted with respect to, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant, or obligation. The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, will not affect the right to indemnification, payment of damages, or other remedy based on such representations, warranties, covenants, and obligations.

## **ARTICLE VIII**

### **MISCELLANEOUS PROVISIONS**

**Section 8.1** Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns; provided that no party shall assign or delegate any of the obligations created under this Agreement without the prior written consent of the other parties.

**Section 8.2** Fees and Expenses. Except as otherwise expressly provided in this Agreement, all legal and other fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by each Party, as incurred respectively.

**Section 8.3** Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been given or made if in writing and delivered personally or 7 days after being sent by registered or certified mail (postage prepaid, return receipt requested) to the parties at the addresses set forth in the Preamble of this Agreement, or to such other persons or at such other addresses as shall be furnished by any party by like notice to the others, and such notice or communication shall be deemed to have been given or made as of the date so delivered or mailed. No change in any of such addresses shall be effective insofar as notices under this Section 8.3 are concerned unless notice of such change shall have been given to such other party hereto as provided in this Section 8.3.

**Section 8.4** Entire Agreement. This Agreement, together with the exhibits hereto, represents the entire agreement and understanding of the parties with reference to the transactions set forth herein and no representations or warranties have been made in connection with this Agreement other than those expressly set forth herein or in the exhibits, certificates and other documents delivered in accordance herewith. This Agreement supersedes all prior negotiations, discussions, correspondence, communications, understandings and agreements between the parties relating to the subject matter of this Agreement and all prior drafts of this Agreement, all of which are merged into this Agreement. No prior drafts of this Agreement and no words or phrases from any such prior drafts shall be admissible into evidence in any action or suit involving this Agreement.

**Section 8.5** Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend

that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible so as to be valid and enforceable.

**Section 8.6** Titles and Headings. The Article and Section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.

**Section 8.7** Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. Fax and PDF copies shall be considered originals for all purposes.

**Section 8.8** Convenience of Forum; Consent to Jurisdiction. The parties to this Agreement, acting for themselves and for their respective successors and assigns, without regard to domicile, citizenship or residence, hereby expressly and irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent and subject themselves to the jurisdiction of, the courts of the State of Nevada, and/or the U.S. District Court for Nevada, in each case located in Clark County, Nevada, in respect of any matter arising under this Agreement. Service of process, notices and demands of such courts may be made upon any party to this Agreement by personal service at any place where it may be found or giving notice to such party as provided in Section 8.3.

**Section 8.9** Enforcement of the Agreement. The parties hereto agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereto, this being in addition to any other remedy to which they are entitled at law or in equity.

**Section 8.10** Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Nevada without giving effect to the choice of law provisions thereof.

**Section 8.11** Amendments and Waivers. Except as otherwise provided herein, no amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the parties hereto. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any such prior or subsequent occurrence.

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

**BONANZA GOLDFIELDS CORP.,**  
A Nevada corporation

Per:

/s/ Barbara McIntyre Bauman  
Name: Barbara McIntyre Bauman  
Title: President and CEO

**MIDDLE VERDE DEVELOPMENT, LLC**  
An Arizona limited liability company

Per:

/s/ Frederick C. Bauman  
Name: Frederick C. Bauman  
Title: Manager

**CLARK GOLD & COPPER, INC.,**  
A Wyoming corporation

Per:

/s/ Frederick C. Bauman \_\_\_\_\_  
Name: Frederick C. Bauman  
Title: President

**CLARK COPPER MINES, LLC,**  
An Arizona limited liability company

By its manager: SEARCHLIGHT STRATEGIC RESOURCES, LLC,  
An Arizona limited liability company

By its manager: McINTYRE & BAUMAN GROUP, LLC,  
An Arizona limited liability company

By its manager: SEARCHLIGHT EXPLORATION, LLC,  
An Arizona limited liability company

Per:

/s/ Frederick C. Bauman \_\_\_\_\_  
Name: Frederick C. Bauman  
Title: Manager

**DISCLOSURE SCHEDULES**

to the

**SHARE EXCHANGE AGREEMENT  
(Golden Gem Mines, LLC and Hercules Mines, LLC)**

By and Among

**BONANZA GOLDFIELDS CORP.,**

**MIDDLE VERDE DEVELOPMENT CO., LLC,**

**CLARK GOLD & COPPER, INC.**

**CLARK COPPER MINES, LLC.**

**AND**

**CERTAIN MEMBERS OF THE BAUMAN FAMILY**

These Disclosure Schedules have been prepared pursuant to the **Share Exchange Agreement (Golden Gem Mines, LLC and Hercules Mines, LLC)** (the “**Agreement**”) by and among **BONANZA GOLDFIELDS CORP.**, a Nevada corporation, **MIDDLE VERDE DEVELOPMENT CO., LLC**, an Arizona limited liability company, **CLARK GOLD & COPPER, INC.**, a Wyoming corporation, **CLARK COPPER MINES, LLC.**, an Arizona limited liability company and certain members of the Bauman Family. Except as otherwise defined herein, capitalized terms used herein will have the same meaning given to them in the Share Exchange Agreement. Schedule and paragraph numbers herein correspond to the Section and Subsection numbering in applicable Article of the Share Exchange Agreement. Section and Subsection headings contained herein are included for purposes of identifying the relevant disclosures and for the convenience of the reader and are not intended to supplement or modify the meaning of the disclosures in any way.

**GOLDEN GEM MINES, LLC**

**SCHEDULE 2.4**

**MANAGER OF GOLDEN GEM**

Middle Verde Development Co., LLC

**SCHEDULE 2.8**

**INTELLECTUAL PROPERTY**

None

**SCHEDULE 2.9**

**MATERIAL CONTRACTS**

<b><u>With:</u></b>	<b><u>Dated:</u></b>	<b><u>Material Terms/Description:</u></b>
Clark Gold & Copper, Inc.	01/04/2017	Option Agreement (Towne Mine)
Middle Verde Development Co., LLC	01/04/2017	Option Agreement (Golden Gem Mine) as amended
Middle Verde Development Co., LLC	01/04/2017	Option Agreement (Daisy Twins Mine)
Middle Verde Development Co., LLC	01/04/2017	Option Agreement (Summit Mine)

**HERCULES MINES, LLC**

**SCHEDULE 3.4**

**MANAGER OF HERCULES**

Clark Copper Mines, LLC

**SCHEDULE 3.8**

**INTELLECTUAL PROPERTY**

None

**SCHEDULE 3.9**

**MATERIAL CONTRACTS**

<b><u>With:</u></b>	<b><u>Dated:</u></b>	<b><u>Material Terms/Description:</u></b>
Clark Copper Mines, LLC	02/02/2017	Option Agreement (Chloride Properties) as amended