

SHARE EXCHANGE AGREEMENT
(Mizpah Mines LLC)

This **Share Exchange Agreement**, dated as of May 30, 2018, (this “**Agreement**”) by and between **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**”) and **Bonanza Goldfields Corp.**, a Nevada corporation having an address of 6440 Sky Pointe Dr., Ste 140-149, Las Vegas, NV 89131 (“**BONZ**”). For purposes of this Agreement Middle Verde and BONZ are sometimes collectively referred to as the “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS, Middle Verde is the owner of all of the one hundred (100) issued and outstanding shares of **Mizpah Mines LLC**, a Nevada limited liability company (“**Mizpah Mines**”). Mizpah Mines has an option to purchase the Sparrow patented mining claim, a/k/a Mizpah Extension Mine, located in the Tonopah Mining District, Nye County, Nevada, as well as a second option to purchase the following mines: Paymaster Mine, Weepah Mining District, Esmeralda County, Nevada; E. Belmont Mine, Tonopah Mining District, Nye County, Nevada, Yaba Gold Dot Mine, Yarber Wash Mining District, Yavapai County, Arizona; Rock House / McCracken Mine, Owens Mining District, Mohave County, Arizona and Gateway Gold claims, Weaver Mining District, Mohave County, Arizona; and

WHEREAS, BONZ desires to expand its portfolio of Nevada and Arizona mineral properties, particularly in the Tonopah Mining District, which is within 15 miles of its flagship Thunder Mountain Gold project; and

WHEREAS, the parties desire to exchange shares as follows:

- (i) Middle Verde will transfer one hundred (100) restricted shares of Mizpah Mines (the “**Mizpah Shares**”) to BONZ; and
- (ii) BONZ will issue 10,000,000 restricted shares of BONZ (the “**BONZ Shares**”) to Middle Verde,

all upon the terms and subject to the conditions set forth in this Agreement (the “**Share Exchange**”); 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) Mizpah Mines shall become a wholly owned subsidiary of BONZ, and BONZ shall become a manager of Mizpah Mines; 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 Issue the BONZ Shares in exchange for the Mizpah Shares. On the Closing Date (as hereinafter defined) and upon the terms and subject to the conditions set forth in this Agreement, Middle Verde shall assign, transfer, convey and deliver the Mizpah Shares to BONZ in consideration and exchange for the BONZ Shares; BONZ shall issue the BONZ Shares to Middle Verde in consideration and exchange for the Mizpah Shares.

Section 1.2 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”).

Section 1.3 Restrictions on Shares Transferred or Issued Pursuant to this Agreement. None of the shares to be issued or 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 aforesaid 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 aforesaid shares 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 1.4 Share Exchange Procedure. The Parties shall exchange the certificates representing the Mizpah Shares and the BONZ 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.

Section 1.5 Appointment of Manager. At the Closing, BONZ shall be appointed Manager of Mizpah Mines.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF Middle Verde

Middle Verde represents, warrants and agrees that all of the statements in the following subsections of this Article II, pertaining to MIZPAH MINES, are true and complete as of the date hereof.

Section 2.1 Corporate Organization

A. MIZPAH MINES 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 MIZPAH MINES. “**Material Adverse Effect**” means, when used with respect to MIZPAH MINES, 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 MIZPAH MINES, or materially impair the ability of MIZPAH MINES 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 MIZPAH MINES, or their equivalent, with all amendments thereto, as of the date hereof (the “**MIZPAH MINES 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 MIZPAH MINES are current as required by law, contain the minutes of all meetings of the MIZPAH MINES Managers and its Members from its date of formation to the date of this Agreement, and adequately reflect all material actions taken by the

MIZPAH MINES managers and its members. MIZPAH MINES is not in violation of any of the provisions of the MIZPAH MINES Charter Documents.

Section 2.2 Capitalization of MIZPAH MINES.

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

B. All of the issued and outstanding shares of MIZPAH MINES 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 corporate laws of Nevada and will have been issued free of preemptive rights of any security holder. The issuance of all of the shares of MIZPAH MINES 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 MIZPAH MINES has any right to rescind or bring any claim against MIZPAH MINES for failure to comply with the Securities Act, or state securities laws.

Section 2.3 Shareholders of MIZPAH MINES. Middle Verde is the only shareholders of MIZPAH MINES.

Section 2.4 Managers of MIZPAH MINES. The duly elected or appointed managers of MIZPAH MINES are as set out in Schedule 2.4.

Section 2.5 Financial Statements. MIZPAH MINES 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 MIZPAH MINES. 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 MIZPAH MINES 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 MIZPAH MINES, 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 MIZPAH MINES are, in all material aspects, complete and correct and have been maintained in accordance with good business and accounting practices. All of MIZPAH MINES’s assets are reflected on its financial statements, and MIZPAH MINES 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 MIZPAH MINES 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. MIZPAH MINES possesses, and has good and marketable title of all property necessary for the continued operation of the business of MIZPAH MINES as presently conducted and as represented to BONZ. All such property is used in the business of MIZPAH MINES . 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 MIZPAH MINES is owned by MIZPAH MINES free and clear of all liens, security interests, charges, encumbrances, and other adverse claims.

Section 2.8 Intellectual Property. MIZPAH MINES 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 MIZPAH MINES, and all other intangible assets, in MIZPAH MINES’s possession or that may be reasonably acquired by MIZPAH MINES any other proprietary information and trade secrets relating to the business of MIZPAH MINES (collectively the “**Intellectual Property**”) shall remain the intellectual property of MIZPAH MINES as of the date of Closing of this Agreement and that MIZPAH MINES 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, MIZPAH MINES owns, free and clear of any encumbrance, or has the valid right to sell

all Intellectual Property used in its business, as currently conducted. MIZPAH MINES represents that it has not received any written complaint, claim or notice alleging any such infringement, violation or misappropriation. Additionally, MIZPAH MINES 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 MIZPAH MINES's knowledge, there have been no acts or omissions by the managers, members, employees and agents of MIZPAH MINES, the result of which would be to materially compromise the rights of MIZPAH MINES to apply for or enforce appropriate legal protection of MIZPAH MINES '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 MIZPAH MINES 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 MIZPAH MINES 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 MIZPAH MINES 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. MIZPAH MINES 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 MIZPAH MINES ; and (b) MIZPAH MINES 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 MIZPAH MINES after reasonable investigation, threatened by or against MIZPAH MINES or affecting MIZPAH MINES 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. MIZPAH MINES 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, MIZPAH MINES 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 MIZPAH MINES or except to the extent that noncompliance would not result in the occurrence of any material liability for MIZPAH MINES. 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 MIZPAH MINES, has authorized the execution and delivery of this Agreement by MIZPAH MINES 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 MIZPAH MINES in connection herewith constitute the valid and binding obligation of MIZPAH MINES, 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

CONDITIONS TO THE OBLIGATIONS OF MIDDLE VERDE

The obligations of Middle Verde 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 in its sole discretion:

Section 3.1 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 3.2 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 3.3 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 3.4 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 3.5 Settlement or Cancellation of Alleged BONZ Payables to Former Professionals. Prior management of BONZ has indicated that approximately \$60,000 may be owing to a former attorney and a former accountant (collectively, the “BONZ Insider Claims”) for services allegedly rendered to BONZ in 2012 and 2013. It is the position of BONZ that the 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 3.7 No Trading Suspension. The SEC shall not have suspended trading in BONZ common stock.

ARTICLE IV

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 in its sole discretion:

Section 4.1 Representations and Warranties of Middle Verde. All representations and warranties made by Middle Verde in this Agreement shall be true and correct in all material respects on and as of the Closing Date.

Section 4.2 Agreements and Covenants. Middle Verde 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 4.3 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 4.4 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 Middle Verde or MIZPAH MINES 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 4.5 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 or MIZPAH MINES .

ARTICLE V

SURVIVAL AND INDEMNIFICATION

Section 5.1 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 VI

MISCELLANEOUS PROVISIONS

Section 6.1 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 6.2 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 6.3 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 6.3 are concerned unless notice of such change shall have been given to such other party hereto as provided in this Section 6.3.

Section 6.4 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 6.5 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 6.6 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 6.7 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 6.8 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 6.3.

Section 6.9 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 6.10 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 6.11 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.

[REMAINDER OF PAGE BLANK]

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

MIDDLE VERDE DEVELOPMENT CO., LLC,
An Arizona limited liability company

Per:

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

BONANZA GOLDFIELDS CORP.,
A Nevada corporation

Per:

/s/ Barbara McIntyre Bauman _____
Name: Barbara McIntyre Bauman
Title: President

DISCLOSURE SCHEDULE
to the
SHARE EXCHANGE AGREEMENT

By and Between

MIDDLE VERDE DEVELOPMENT CO., LLC,

AND

BONANZA GOLDFIELDS CORP.

These Disclosure Schedules have been prepared pursuant to the **Share Exchange Agreement** (the “**Agreement**”) by and between **MIDDLE VERDE DEVELOPMENT CO., LLC**, an Arizona limited liability company and **BONANZA GOLDFIELDS CORP.**, a Nevada corporation. 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.

SCHEDULE 2.4

MANAGER OF MIZPAH MINES

Middle Verde Development Co., LLC

SCHEDULE 2.8

INTELLECTUAL PROPERTY

None

SCHEDULE 2.9

MATERIAL CONTRACTS

<u>With:</u>	<u>Dated:</u>	<u>Material Terms/Description:</u>
Searchlight Exploration, LLC	05/06/2017	Second Option Agreement – Paymaster, E Belmont, Yaba Gold Dot, Rock House / McCracken and Gateway Gold
Middle Verde Development Co., LLC	05/06/2017	Option Agreement – Mizpah Extension / Sparrow