

LINCOLN COUNTY, NV

2021-160646

\$37.00

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Rec:\$37.00

FENNEMORE CRAIG - PHOENIX

Pgs=9 AE

OFFICIAL RECORD

AMY ELMER, RECORDER

Assessor's Parcel No.: NA (unpatented mining claim)

When recorded mail to:

Sarah A. Strunk
Fennemore Craig, P.C.
2394 East Camelback, Suite 600
Phoenix, Arizona 85016

The undersigned hereby affirms that the attached document, including any exhibits, submitted for recording does not contain the personal information (as defined in NRS 603A.040) of any person or persons. (Per NRS 239B.030)

**FIRST AMENDMENT OF
DEED OF TRUST, ASSIGNMENT OF ROYALTIES, LEASES AND RENTS, SECURITY
AGREEMENT, FIXTURE FILING AND AS-EXTRACTED COLLATERAL FILING**

Apache Mill Tailings USA, Inc.

as
"Trustor"

First American Title Company

as
"Trustee"

and

Dignity Gold, LLC

as
"Beneficiary"

Dated: May 28, 2021

**FIRST AMENDMENT OF
DEED OF TRUST, ASSIGNMENT OF ROYALTIES, LEASES AND RENTS, SECURITY
AGREEMENT, FIXTURE FILING AND AS-EXTRACTED COLLATERAL FILING**

THIS FIRST AMENDMENT OF DEED OF TRUST, ASSIGNMENT OF ROYALTIES, LEASES AND RENTS, SECURITY AGREEMENT, FIXTURE FILING AND AS-EXTRACTED COLLATERAL FILING ("First Amendment"), dated as of May 28, 2021,

is made by and between Apache Mill Tailings USA, Inc. a Colorado corporation ("**Trustor**"), First American Title Company ("**Trustee**") and Dignity Gold, LLC, a Delaware limited liability company as beneficiary ("**Beneficiary**").

RECITALS

A. Trustor and Beneficiary entered into that certain Pre-Paid Forward Gold Purchase Agreement, dated March 26, 2021 (as amended, supplemented or otherwise modified from time to time, the "**Advance Purchase Agreement**") providing for an advance purchase of gold in exchange for advances made by Trustor pursuant to the Advance Purchase Agreement.

B. Trustor has secured the obligations set forth in the Advance Purchase Agreement and any other agreement executed by Trustor pursuant to the Advance Purchase Agreement by, among other instruments, that certain Deed of Trust, Assignment of Royalties, Leases and Rents, Security Agreement, Fixture Filing and As-extracted Collateral Filing dated March 26, 2021, recorded on April 1, 2021 at Document No. 2021-159816, and re-recorded to correct scrivener's errors on April 9, 2021 at Document No. 2021-159865, all in the Official Records of Lincoln County, Nevada (together, the "**Deed of Trust**").

C. Trustor has acquired additional property interests and rights in Lincoln County, Nevada more particularly described on Exhibit A-1 attached hereto (collectively the "**Additional Mining Claims**"), which Trustor and Beneficiary acknowledge are subject to the lien of the Deed of Trust. The parties desire to amend the Deed of Trust to confirm Beneficiary's lien and security interest in the Additional Mining Claims and that the Additional Mining Claims secures the Secured Obligations (as defined in the Deed of Trust), and to include a description thereof in the description of the Unpatented Claim (as defined in the Deed of Trust) subject to the Deed of Trust.

Capitalized terms used herein and not otherwise defined herein or in the Deed of Trust shall have the meaning set forth in Advanced Purchase Agreement, as applicable.

In consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows.

1. To the extent not already included within the Unpatented Claim subject to the Deed of Trust, the Deed of Trust is amended to provide that the unpatented mining claims comprising the Additional Mining Claims described on Exhibit A-1 attached to and by this reference incorporated in this First Amendment included in the description of the Real Property in the Deed of Trust as Unpatented Claim and shall be covered by and subject to the Deed of Trust; and in furtherance of the foregoing, Trustor hereby grants, bargains, sells, transfers and assigns to Trustee, in trust, with power of sale, for the benefit of Beneficiary, as security for the Secured Obligations, all of the interests and rights in the

Additional Mining Claims, all Water Rights appurtenant to such Additional Mining Claims, all Improvements now located or later to be constructed thereon, all Royalty Rights affecting such Additional Mining Claims, all Leases of such Additional Mining Claims and all Personal Property located on or used in connection with the Additional Mining Claims, including, without limitation, all clays, metals, mineral-bearing ores, precipitates, concentrates, as-extracted minerals, or the mineral-bearing material which is mined, removed or extracted from the Additional Mining Claims, subject to the terms and conditions set forth in the Deed of Trust. All references in the Deed of Trust to the Real Property shall be deemed to include the Additional Mining Claims.

2. Subject to the terms and conditions of this First Amendment, the Deed of Trust is hereby amended to the extent necessary to give effect to the provisions of this First Amendment and to incorporate the provisions of this First Amendment into the Deed of Trust. The Deed of Trust, together with this First Amendment, are to be read together and have effect so far as practicable as though the provisions of the Deed of Trust and the relevant provisions of this First Amendment are contained in one document.

3. Trustor hereby ratifies, approves, confirms, and continues the Deed of Trust and acknowledges and confirms that the Deed of Trust remains in full force and effect continually from and as of its effective date. All liens and security interests created, extended, or renewed by the Deed of Trust are hereby confirmed, ratified, extended and continued by this First Amendment.

4. This First Amendment amends, ratifies, confirms and continues the Deed of Trust. Nothing contained in this First Amendment shall be deemed or construed to (a) be a repayment, satisfaction, discharge, or novation of the Secured Obligations or any part thereof or (b) release, waive, terminate, reconvey, discharge, novate, or in any way limit or impair any lien, security interest, encumbrance, or other lien granted or given under the Deed of Trust or otherwise to secure the Secured Obligations.

5. This First Amendment shall be governed by the laws of Nevada.

6. All references to the Deed of Trust in this First Amendment or elsewhere are deemed to refer to the Deed of Trust as amended, confirmed, ratified and continued by this First Amendment.

7. As and when requested to do so by Beneficiary from time-to-time, Trustor shall promptly deliver to Beneficiary all filings, confirmations, ratifications, amendments, and other documents and certificates reasonably requested by Beneficiary for the purpose of confirming, maintaining, continuing, protecting, or perfecting the Deed of Trust, the liens and security interests granted in the Deed of Trust, and the rights and remedies of the Beneficiary under the Deed of Trust.

8. The execution, delivery and effectiveness of this First Amendment shall not operate as a waiver, or be deemed to operate as a waiver, of any rights, powers or

remedies of Beneficiary under the Deed of Trust or constitute a waiver of any provision of the Deed of Trust, nor shall this First Amendment operate as or constitute consent to, or waiver of, any prior or existing default, event of default, or breach of any provision of any instrument, or otherwise limit, diminish, prejudice, or waive any right or remedy that Beneficiary may have with respect hereto and thereto.

9. The Beneficiary hereby reserves all of its rights, powers, and remedies under the Deed of Trust, the Advance Purchase Agreement and all other instruments executed in conjunction with the Advance Purchase Agreement.

10. Any provision of this First Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11. This First Amendment shall bind and inure to the benefit of the parties and their respective successors and assigns.

12. This First Amendment may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original.

IN WITNESS WHEREOF, Trustor and Beneficiary have executed this First Amendment of Deed of Trust, Assignment of Royalties, Leases and Rents, Security Agreement, Fixture Filing and As-extracted Collateral Filing the day and year first above written.

[signatures appear on following pages]

TRUSTOR:

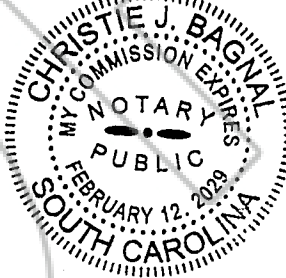
Apache Mill Tailings USA, Inc.

By [Signature]
Name: ROGER FLOWERS
Title: CEO

STATE OF South Carolina)
COUNTY OF Clarendon) ss.

This instrument was acknowledged before me on June 9th, 2021 by Roger Flowers [insert name of signor] as (CEO) [insert title of signor] of Apache Mill Tailings USA, Inc.

Christie J. Bagnal
NOTARY PUBLIC
My Commission Expires 2-12-2029



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Ventura)

On June 9, 2021 before me, Anne M. Lauritzen, a Notary Public,
(insert name and title of the officer)

personally appeared Stephen Lance Braverman,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

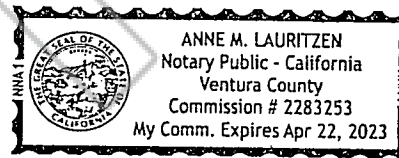


EXHIBIT A-1

**ADDITIONAL MINING CLAIMS
(ADDITION TO DESCRIPTION OF UNPATENTED CLAIM)**

**1. PANQUITCH 1 (f/k/a PANGUITCH) PLACER MINING CLAIM: NMC933953
(a/k/a NV101851145)**

Located on October 7, 2004, Certificate of Location recorded on October 22, 2004 at Book 192, Page 372, Map recorded on October 22, 2004 at Book 192, Page 375, Amended Certificate of Location recorded on October 2, 2009 at Document #0134351, Amended Certificate of Location recorded on May 5, 2021 at Document No. 2021-159998, Amended Map recorded on May 5, 2021 at Document No. 2021-160034, Amended Certificate of Location recorded on May 28, 2021 at Document No. 2021-160440, Official Records of Lincoln County, Nevada, comprising the N1/2 SE1/4 NE1/4 of Section 33, T4N, R63E, MDB&M, Lincoln County, Nevada. (Formerly described as: Southeast corner is 1320' true north of northeast corner of Section 4, Township 3N, Range 63E, Mt. Diablo Meridian. From Southeast corner it runs 2640' West to East and then 1320' true North and then 2640' from East to West and then 1320' south to form an 80 acre rectangle). Vested in Trustor by Quitclaim Deed recorded on March 9, 2021, at Document No. 2021-159701 and Quitclaim Deed recorded on May 20, 2021, at Document No. 2021-160098, Official Records of Lincoln County, Nevada.

2. PANQUITCH 2 PLACER MINING CLAIM: NV105238574

Located on May 4, 2021, Certificate of Location recorded on May 5, 2021, at Document No. 2021-159999, Amended Map recorded on May 5, 2021, at Document No. 2021-160034, Amended Certificate of Location recorded on May 28, 2021, at Document No. 2021-160441, Official Records of Lincoln County, Nevada, comprising the N1/2 SW1/4 NE1/4 of Section 33, T4N, R63E, MDB&M, Lincoln County, Nevada. Vested in Trustor by Quitclaim Deed recorded on May 20, 2021, at Document No. 2021-160099, Official Records of Lincoln County, Nevada.

3. PANQUITCH 3 PLACER MINING CLAIM: NV105238575

Located on May 4, 2021, Certificate of Location recorded on May 5, 2021, at Document No. 2021-1560000, Amended Map recorded on May 5, 2021, at Document No. 2021-160034, Amended Certificate of Location recorded on May 28, 2021, at Document No. 2021-160442, Official Records of Lincoln County, Nevada, comprising the S1/2 SW1/4 NE1/4 of Section 33, T4N, R63E, MDB&M, Lincoln County, Nevada. Vested in Trustor by Quitclaim Deed recorded on May 20, 2021, at Document No. 2021-160100, Official Records of Lincoln County, Nevada.

4. PANQUITCH 4 PLACER MINING CLAIM: NV105238576

Located on May 4, 2021, Certificate of Location recorded on May 5, 2021, at Document No. 2021-1560001, Amended Map recorded on May 5, 2021, at Document No. 2021-160034, Amended Certificate of Location recorded on May 28, 2021, at Document No. 2021-160443, Official Records of Lincoln County, Nevada, comprising the S1/2 SE1/4 NE1/4 of Section 33, T4N, R63E, MDB&M, Lincoln County, Nevada. Vested in Trustor by Quitclaim Deed recorded on May 20, 2021, at Document No. 2021-160101, Official Records of Lincoln County, Nevada.