

LINCOLN COUNTY, NV

2022-162305

Rec:\$37.00

05/10/2022 02:03 PM

Total:\$37.00

BYRON THOMAS

Pgs=7 KC

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OFFICIAL RECORD  
AMY ELMER, RECORDER

### NOTICE OF LIEN ON MINING CLAIM

#### Title of Document

#### Affirmation Statement

Joachim Werk I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does not contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of any person or persons. (Per NRS 239B.030)

~~Joachim Werk I~~, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of a person or persons as required by law:

(State-specific law)

  
Signature



Director / CEO  
Title

19/04/2022

JOACHIM WERK  
Print

29-04-2022  
Date

#### Grantees address and mail tax statement:

IXI Capital Holding (BC) LTD  
216-515 West Pender Street  
Vancouver British Columbia, Canada Postal Code: V6B 6H5

## CONSENSUAL LIEN ON MINING CLAIMS

April 29, 2022  
Las Vegas, Nevada

The undersigned, **IXI Capital Holding (BC) Ltd**, address 515 West Pender Street, Suite 216, Vancouver, British Columbia V6B 6H5, Canada and Company Number: CA BC1098409 Company ID Number: BC1098409 a Canadian corporation (the '**Debtor**'), hereby agrees in favor of **Xanto Sp. z o.o. XANTO Sp. z o.o.** (eng. Limited liability company) with registered office in Gdynia (Poland) Wladyslawa Kanskiego Street 3d/3, 81-603 Gdynia, Poland with KRS (Court Register in Poland): 0000824089 NIP: 5862352662, REGON: 385364896 represented by:  
CEO and President of the Board - Tomasz Andrzej Tokarski and/or its assigns (the "**Secured Party**"), as follows:

1. In consideration of funds provided to the Debtor pursuant to the Parties' agreement identified as Annex No. 1 to Joint Venture Agreement dated December 26, 2021 (the "**Agreement**") and made in favor of Secured Party by Debtor in the amount of **\$65,000,000.00** and dated April 18, 2022 (the "**Funds**"), Debtor hereby grants to Secured Party a security interest in, a continuing lien upon and a right of set-off against, and Debtor hereby assigns to Secured Party, the Collateral (as described below), to secure the payment, performance and observance of all indebtedness, obligations, liabilities and agreements of Debtor to Secured Party under the Loan (all of the foregoing being herein referred to as the "**Obligations**").

2. The "**Collateral**" is described as follows and/or on Schedule "A", if any, annexed hereto as part hereof and on any separate schedule at any time furnished by Debtor to Secured Party (all of which are hereby deemed part of this Security Agreement).

New Castle: NMC0933950, Southwest corner is 2640' true north of northwest corner of section 4, Township 3N, Range 63E, Mt. Diablo Meridian, From southwest 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 80 acre rectangle

3. Debtor warrants, represents and covenants that: (a) the chief and other places of business of the Debtor, the books and records relating to the Collateral and the Collateral are located at the addresses set forth below and Debtor will not change any of the same without prior written notice to and consent of Secured Party and Debtor will provide full access to Secured Party to the Collateral via access codes, keys, etc.; (b) the Collateral is and will be used in Debtor's business and not for personal, family, household or farming use; (c) Debtor will not further assign, sell, mortgage, lease, transfer, pledge, grant a security interest in or lien upon, encumber, or otherwise dispose of or abandon, nor will Debtor suffer or permit any of the same to occur with respect to any part or all of the Collateral, without prior written consent of Secured Party, and the inclusion of "**proceeds**" of the Collateral under the security interest granted herein, shall not be deemed a consent by Secured Party to any sale or other disposition of any part or all of the Collateral except as expressly permitted herein; (d) Debtor has made, and will continue to make payment or deposit or otherwise provide for the payment, when due, of all Collateral taxes, assessments or contributions required by law which have been or may be levied or assessed against Debtor, whether with respect to any of the Collateral, to any wages or salaries paid by Debtor, or otherwise, and will deliver to Secured Party, on demand, certificates or other evidence satisfactory to Secured Party attesting thereto; (e) Debtor will use the Collateral for lawful purposes only, with all reasonable care and caution and in conformity with all applicable laws, ordinances and regulations; (f) Debtor will keep the Collateral in first-class order, repair, running and marketable condition, at Debtor's own cost and expense; (g) Secured Party shall at all times have free access to and right of inspection of the Collateral and any records pertaining thereto (and the right to make extracts from and to receive from Debtor originals or true copies of such records and any papers

and instruments relating to any or all of the Collateral upon request therefor) and Debtor hereby grants to Secured Party a security interest in all such records, papers and instruments to secure the payment, performance and observance of the Obligations; (h) Debtor will, at its expense, perform all acts and execute all documents requested by Secured Party at any time to evidence, perfect, maintain and enforce Secured Party's primary security interest in the Collateral or otherwise in furtherance of the provisions of this Security Agreement; (i) Debtor assumes all responsibility and liability arising from the use of the Collateral; (j) upon request of Secured Party, at any time and from time to time, Debtor shall, at its sole cost and expense, deliver to Secured Party one or more financing statements pursuant to the Uniform Commercial Code in effect in the State of Nevada as may be applicable (the "UCC") and one or more applications for certificate of title and any other papers, documents or instruments requested by Secured Party in connection with this Security Agreement, and Debtor hereby authorizes Secured Party to file at any time or times, one or more financing statements with respect to all or any part of the Collateral; (k) Secured Party may, in its discretion, for the account and expense of Debtor, pay any amount or do any act required of Debtor hereunder or requested by Secured Party to preserve, protect, maintain or enforce the Obligations, the Collateral or the primary security interest granted herein, and which Debtor fails to do or pay, and any such payment shall be deemed an advance by Secured Party to Debtor and shall be payable on demand together with interest at the highest rate then payable on any of the Obligations; (l) Debtor will promptly pay Secured Party for any and all sums, costs, and expenses which Secured Party may pay or incur pursuant to the provisions of this Security Agreement or in defending, protecting or enforcing the security interest granted herein or in enforcing payment of the Obligations or otherwise in connection with the provisions hereof, including but not limited to all court costs, collection charges, and reasonable attorney's fees (not less than fifteen percent (15%) of the outstanding Obligations where permitted by applicable law), all of which, together with interest at a rate equal to the highest rate then payable on any of the Obligations, shall be part of the Obligations and be payable on demand; (m) any of the proceeds of the Collateral received by Debtor shall not be commingled with other property of Debtor, but shall be segregated, held by Debtor in trust as the exclusive property of Secured Party, and Debtor will immediately deliver to Secured Party the identical checks, monies, or other proceeds of Collateral received, duly endorsed in blank where appropriate to effectuate the provisions hereof, the same to be held by Secured Party as additional Collateral hereunder or, at Secured Party's option to be applied to payment of any of the Obligations, whether or not due and in any order; and (n) at any time Secured Party may assign, transfer and deliver to any transferee of any of the Obligations, any or all of the Collateral, whereupon Secured Party shall be fully discharged from all responsibility and the transferee shall be vested with all powers and rights of Secured Party hereunder with respect thereto, but Secured Party shall retain all rights and powers with respect to any Collateral not assigned, transferred or delivered.

4. The occurrence of any one or more of the following events shall constitute an event of default ("Default") by Debtor under this Security Agreement: (a) if at any time the Obligations become insecure or any part of the Collateral becomes unsafe, insecure, at-risk of loss, or insufficient, and Debtor shall not on demand furnish other collateral or make payment on account, reasonably satisfactory to Secured Party; (b) if Debtor or any obligor, maker, endorser, acceptor, surety or guarantor of, or any party to, any of the Obligations of the Collateral (the same, including Debtor, being collectively referred to herein as "Obligors") shall default in the punctual payment of any sum payable with respect to, or in the observance or performance of any of the terms and conditions of, any the Loan Documents, Obligations of this Security Agreement or the Collateral; (c) in the event of loss, theft, substantial damage to or destruction of any of the Collateral, or the making or filing of any lien, levy, or execution on, or seizure, attachment of or garnishment of, any of the Collateral; (d) if any of the Obligors (being a natural person) or any general partner of an Obligor which is a partnership, shall die or (being a limited liability company, partnership or corporation) shall be dissolved, or if any of the Obligors (if a corporation) shall fail to maintain its corporate existence in good standing; (e) if any of the Obligors shall become insolvent (however defined or evidenced) or commit an act of bankruptcy or make an assignment for the benefit of creditors, or make or send notice of an intended bulk transfer, or if there shall be convened a meeting of the creditors or principal creditors

of any of the Obligors or if a committee of creditors is appointed for any of them; (f) if there shall be filed by or against any of the Obligors any petition for any relief under the bankruptcy laws of the United States now or hereafter in effect or under any insolvency, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction now or hereafter in effect (whether at law or equity); (g) if the usual business of any of the Obligors shall be terminated; (h) if any proceeding, procedure or remedy supplementary to or in enforcement of judgment shall be commenced against, or with respect to any property of, any of the Obligors; or (i) if any petition or application to any court or tribunal, at law or in equity, be filed by or against any of the Obligors for the appointment of any receiver or trustee for any of the Obligors or any part of the property of any of them.

5. Upon the occurrence of any Default and at any time thereafter, Secured Party may, without notice to or demand upon Debtor, declare any or all Obligations of Debtor immediately due and payable, and Secured Party may exercise all rights and remedies of a secured party under the UCC, of Secured Party under the Obligations, or otherwise available to Secured Party at under applicable law or at equity, all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently.

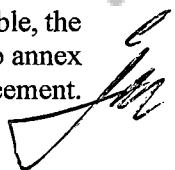
6. To effectuate the terms and provisions hereof, Debtor hereby authorizes Secured Party to do all acts and things necessary and advisable in the sole discretion of Secured Party to carry out and enforce this Security Agreement and Debtor hereby grants Secured Party an irrevocable power of Attorney to act on behalf of Debtor, including but not limited to taking possession of the Collateral be it physical or otherwise, or removal and/or appointment of Debtor's directors and officers.

7. Secured Party shall not be deemed to assume any responsibility for, or obligation or duty with respect to, any part or all of the Collateral, of any nature or kind, or any matter or proceedings arising out of or relating thereto, including, without limitation, any obligation or duty to take any action to collect, preserve or protect its or Debtor's rights in the Collateral or against any prior parties thereto, but the same shall be at Debtor's sole risk at all times. Debtor hereby releases Secured Party from any claims, causes of action and demands at any time arising out of or with respect to this Security Agreement, the Obligations, the use of the Collateral and/or any actions taken or omitted to be taken by Secured Party with respect thereto, and Debtor hereby agrees to hold Secured Party harmless from and with respect to any and all such claims, causes of action and demands. No act, failure or delay by Secured Party shall constitute a waiver of its rights and remedies hereunder or otherwise. No single or partial waiver by Secured Party of any Default or right or remedy which it may have shall operate as a waiver of any other Default, right or remedy or of the same Default, right or remedy on a future occasion. Debtor hereby waives presentment, notice of dishonor and protest of all instruments included in or evidencing any of the Obligations or the Collateral, and any and all other notices and demands whatsoever (except as expressly provided herein). Debtor agrees to pay, on demand, all out-of-pocket expenses incurred by Secured Party in connection with the negotiation, execution, perfection, consummation and enforcement of this Security Agreement, the Obligations, and the transactions contemplated hereunder and thereunder, including but not limited to the fees and expenses of counsel to Secured Party. In the event of any litigation, with respect to any matter connected with this Security Agreement, the Obligations or the Collateral, DEBTOR HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY AND ALL DEFENSES, RIGHTS OF SET OFF AND RIGHTS TO INTERPOSE COUNTERCLAIMS OF ANY NATURE. Debtor hereby irrevocably consents to the jurisdiction of the Courts of the State of Nevada and of any Federal Court located in such State in connection with any action or proceeding arising out of or relating to the Obligations, this Security Agreement or the Collateral, or any document or instrument delivered with respect to any of the Obligations. Debtor hereby waives personal service of any summons, complaint or other process in connection with any such action or proceeding and agrees that the service thereof may be made by certified or registered mail directed to Debtor at any place of business set forth below, or at such other address as Debtor may designate by written notification by certified or registered mail directed to and received by Secured Party at its office set forth in the financing



statements filed hereunder (or if no such financing statements have been filed, at the office of Secured Party at which is located the officer in direct supervision of the within security interest). Debtor so served shall appear or answer to such summons, complaint or other process within thirty (30) days after the mailing thereof. Should Debtor so served fail to appear to answer within said thirty-day period, Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount or such other relief as may be demanded in any summons, complaint or other process so served. In the alternative, in its discretion Secured Party may effect service upon Debtor in any other form or manner permitted by law. All terms herein shall have the meanings as defined in the UCC, unless the context otherwise requires. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Security Agreement and to such provision, and executed by the party to be charged. The execution and delivery of this Security Agreement has been authorized by the Board(s) of Directors or Board of Managers of Debtor and by any necessary vote or consent of stockholders or members of Debtor. This Security Agreement and all Obligations shall be binding upon the successors or assigns of Debtor, and shall, together with the rights and remedies of Secured Party hereunder, inure to the benefit of Secured Party, its successors, endorsees and assigns. This Security Agreement and the Obligations shall be governed in all respects by the laws of the State of Nevada. Debtor acknowledges and certifies that Debtor solicited Secured Party for this loan, Secured Party does not advertise or solicit loans in the State of Nevada, and this loan is classified as an isolated, incidental, or occasional transaction as defined in NRS 675.060 which requires no license. Debtor and its principals are sophisticated business persons, and understand fully each and every term and condition of the Loan Documents.

8. If any term of this Security Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby. Secured Party is authorized to annex hereto any schedules referred to herein. Debtor acknowledges receipt of a copy of this Security Agreement.



[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed or caused this Security Agreement to be executed in the State of Nevada on the date first above set forth.

**DEBTOR:**

**IXI Capital Holding (BC) Ltd**

**BY:** \_\_\_\_\_

**MR. JOACHIM WERK**

**PASSPORT NUMBER:** ~~XXXXXXXXXX~~

**ITS: Director / CEO**



**COOPER**

EXHIBIT "A"


COLLATERAL DESCRIPTION

EXHIBIT A  
LEGAL DESCRIPTION

The LAKES CLAIMS Group:

New Castle: NMC0933950. Southwest corner is 2640' true north of northwest corner of section 4, Township 3N, Range 63E, Mt. Diablo Meridian. From southwest 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 80 acre rectangle.

RECEIVED  
JAN 30 2020  
BLM NVSO IAC

  
Joachim Werk  
Director / CEO

