

## SHARE EXCHANGE AGREEMENT

This share exchange agreement dated for reference March 18, 2026 (the “**Agreement**”)

### AMONG:

**APPLIED GRAPHITE TECHNOLOGIES CORPORATION**, a corporation existing under the laws of the Province of British Columbia, with a head office at Suite 905 – 1111 West Hastings Street, Vancouver, British Columbia, V6E 2J3  
(“**Applied Graphite**”)

### AND:

**BULLFROG GOLD CORPORATION**, a corporation existing under the laws of the Province of British Columbia, with a head office at Suite 905 – 1111 West Hastings Street, Vancouver, British Columbia, V6E 2J3  
(“**Bullfrog**”)

### AND:

**THE UNDERSIGNED VENDORS OF BULLFROG**, whose names and jurisdiction of residence are set out in the attached Schedule “A”  
(individually, a “**Vendor**” and collectively, the “**Vendors**”)

### WHEREAS:

- A. The Vendors are the registered holders of all the outstanding securities of Bullfrog (the “**Bullfrog Shares**”) as indicated on Schedule “A” to this Agreement;
- B. Applied Graphite’s common shares are listed and posted for trading on the TSX Venture Exchange (the “**Exchange**”) under the symbol “AGT”;
- C. Bullfrog is a privately held company that through its wholly-owned subsidiary Zacapa Gold BC Corporation holds 100% of Zacapa Gold Corporation (“**Zacapa**”) which owns a 100% interest of the Bullfrog Project in Nye County, Nevada (the “**Property**”), details of which are set forth in Schedule “B” hereto;
- D. The Vendors would sell to Applied Graphite and Applied Graphite would purchase from the Vendors, the Bullfrog Shares (the “**Transaction**”);
- E. The Parties wish to enter into this Agreement pursuant to the terms herein;
- F. Concurrent with the closing of the Transaction, Applied Graphite will complete a non-brokered private placement financing in an amount of not less than C\$1,000,000 (the “**Concurrent Financing**”); and
- G. The completion of the transactions contemplated by this Agreement will be carried out pursuant to the policies of the Exchange.

**THEREFORE**, in consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

## ARTICLE 1 - THE TRANSACTION AND CONCURRENT FINANCING

### 1.1 Terms of Transaction

- (a) The Transaction is to be effected by way of a share purchase or other similar form of transaction, such that Bullfrog will become a wholly owned subsidiary of Applied Graphite.
- (b) The Bullfrog Shares will be exchanged for common shares of Applied Graphite ("**Applied Graphite Shares**") on the basis of a share exchange ratio (the "**Exchange Ratio**") of one (1) Bullfrog Share for one and one-half (1.5) Applied Graphite Shares.

### 1.2 Terms of Concurrent Financing

- (a) Concurrent with closing of the Transaction, Applied Graphite will complete the Concurrent Financing.

## ARTICLE 2 - REPRESENTATIONS AND WARRANTIES

### 2.1 Representations and Warranties of the Vendors

Each of the Vendors hereby severally (and not jointly) represents and warrants to Applied Graphite as follows, with respect to itself and not with respect to any other Vendor and hereby acknowledges that Applied Graphite is relying upon these representations and warranties in connection with entering into this Agreement and agreeing to complete the Transaction, as follows:

- (a) the Vendor is the sole registered owner of the number of securities (the "**Purchased Shares**") set out opposite the Vendor's name in Schedule "A" hereto;
- (b) the Purchased Shares held by the Vendor are free and clear of all encumbrances;
- (c) the Vendor has the power and authority to enter into, deliver and perform this Agreement on the terms and conditions set out in this Agreement and to transfer the legal and beneficial title and ownership of the Purchased Shares owned by the Vendor to Applied Graphite;
- (d) no person has any agreement or option or a right capable of becoming an agreement for the purchase of the Purchased Shares owned by the Vendor, other than Applied Graphite under this Agreement;
- (e) if the Vendor is a corporation, all necessary corporate action on the part of Vendor will, at Closing (as defined herein), have been taken to validly authorize the signing, delivery and performance of this Agreement and the completion of the Transaction;
- (f) this Agreement constitutes a legal, valid and binding obligation of the Vendor enforceable against the Vendor in accordance with its terms, except as may be limited by laws of general application affecting the rights of creditors;

- (g) the performance of this Agreement will not violate any applicable laws or any agreement or other instrument to which the Vendor is a party;
- (h) the Vendor is not indebted or under obligation to Bullfrog on any account;
- (i) the Vendor is resident in the jurisdiction indicated on Schedule "A" hereto; and
- (j) the Vendor has been encouraged to obtain and has had opportunity to seek independent legal and tax advice regarding the Transaction and matters related thereto as they affect the Vendor and his, her or its associates and affiliates and the Vendor is either satisfied with the results thereof or has waived such right to obtain independent legal and tax advice.

## 2.2 Representations and Warranties of Bullfrog

Bullfrog hereby represents and warrants to Applied Graphite and hereby acknowledges that Applied Graphite is relying upon these representations and warranties in connection with entering into this Agreement and agreeing to complete the Transaction, as follows:

- (a) **Organization.** Bullfrog has been incorporated and validly exists under the laws of the Province of British Columbia and is in good standing under applicable corporate laws and has full corporate and legal power and authority to own its assets and to conduct its business as currently owned and conducted. Bullfrog is registered, licensed, or otherwise qualified in each jurisdiction where the nature of its business or the location or character of the assets owned or leased by it requires it to be so registered, licensed or otherwise qualified, other than those jurisdictions where the failure to be so registered, licensed or otherwise qualified would not have a material adverse effect on Bullfrog.
- (b) **Subsidiaries and Other Interests.** Other than Zacapa Gold BC Corporation and Zacapa, Bullfrog has no subsidiaries. Bullfrog is not subject to any obligation to make any investment in or to provide funds by way of loan, capital contribution or otherwise to any person.
- (c) **Ownership of Zacapa.** Bullfrog's wholly-owned subsidiary Zacapa Gold BC Corporation is the sole beneficial and registered owner of all of the issued and outstanding securities in the capital of Zacapa with good and marketable title thereto, free and clear of all encumbrances. No person has any other agreement, option, commitment, arrangement, or any other right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment (including any such right or privilege under convertible securities, warrants or convertible obligations of any nature) for the purchase, subscription, allotment or issuance of, or conversion into, any of the issued or unissued shares or any other securities of Zacapa or the purchase or other acquisition from Zacapa of any of its respective undertakings, business or assets.
- (d) **Capitalization.** As of the date of this Agreement, Bullfrog is authorized to issue an unlimited number of Bullfrog Shares and as of Closing, Bullfrog will be authorized to issue an unlimited number of Bullfrog Shares. As of the date of this Agreement, there are 22,000,000 Bullfrog Shares outstanding and immediately prior to closing of the Transaction there will be 22,000,000 Bullfrog Shares outstanding. Except as

disclosed in and pursuant to this Agreement and the transactions contemplated hereby, as of the date hereof, there are no options, warrants, conversion privileges or other rights, agreements, arrangements, or commitments (pre-emptive, contingent or otherwise) obligating Bullfrog to issue or sell any shares of Bullfrog or any securities or obligations of any kind convertible into or exchangeable for any shares of Bullfrog. All outstanding Bullfrog Shares have been authorized and are validly issued and outstanding as fully paid and non-assessable shares, free of pre-emptive rights. As of the date hereof, there are no outstanding bonds, debentures, or other evidence of indebtedness of Bullfrog, other than liabilities and obligations incurred in the ordinary and regular course of business or in connection with the transactions contemplated by this Agreement. There are no outstanding contractual obligations of Bullfrog to repurchase, redeem or otherwise acquire any outstanding Bullfrog Shares or with respect to the voting or disposition of any outstanding Bullfrog Shares.

- (e) **Dividends.** Bullfrog has not, since the date of its incorporation, declared or paid any dividends or made any other distribution (in either case, in stock or property) on any of its shares.
  
- (f) **Authority.** Bullfrog has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by Bullfrog as contemplated by this Agreement and to perform its obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by Bullfrog and the completion by Bullfrog of the Transaction have been authorized by the Bullfrog board of directors and, subject to the execution of this Agreement by the Vendors, no other corporate proceedings on the part of Bullfrog are necessary to authorize this Agreement or the completion by Bullfrog of the Transaction. This Agreement has been executed and delivered by Bullfrog and constitutes a legal, valid and binding obligation of Bullfrog, enforceable against Bullfrog in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally and to general principles of equity. The execution and delivery by Bullfrog of this Agreement and the performance by Bullfrog of its obligations hereunder and the completion of the Transaction, do not and will not:
  - (i) result in a violation, contravention or breach or constitute a default under, or entitle any party to terminate, accelerate, modify, or call any obligations or rights under, require any consent to be obtained under or give rise to any termination rights under any provision of:
    - A. the constating documents of Bullfrog;
    - B. any applicable law, or
    - C. any credit arrangement, note, bond, mortgage, indenture, deed of trust, lease, franchise, concession, easement, contract, agreement, license, permit or other instrument to which Bullfrog is bound or is subject to or of which Bullfrog is the beneficiary;

in each case, which would, individually or in the aggregate, have a material adverse effect on Bullfrog; cause any indebtedness owing by Bullfrog to come due before its stated maturity or cause any available credit to cease to be available which would, individually or in the aggregate, have a material adverse effect on Bullfrog;

- (ii) cause any indebtedness owing by Bullfrog to come due before its stated maturity or cause any available credit to cease to be available which would, individually or in the aggregate, have a material adverse effect on Bullfrog;
  - (iii) result in the imposition of any encumbrance upon any of the assets of Bullfrog or give any person the right to acquire any of Bullfrog's assets, or restrict, hinder, impair, or limit the ability of Bullfrog or to conduct the business of Bullfrog as and where it is now being conducted which would, individually or in the aggregate, have a material adverse effect on Bullfrog; or
  - (iv) result in or accelerate the time for payment or vesting of, or increase the amount of any severance, unemployment compensation, "golden parachute", change of control provision, bonus, termination payments, retention bonus or otherwise, becoming due to any director or officer of Bullfrog or increase any benefits otherwise payable under any pension or benefits plan of Bullfrog or result in the acceleration of the time of payment or vesting of any such benefits.
- (g) **No Other Shares.** Other than the Shares in Zacapa Gold BC Corporation and Zacapa held by Bullfrog, neither Bullfrog nor Zacapa own, legally or beneficially, any shares in the capital of any corporation, nor holds any securities or obligations of any kind convertible into or exchangeable for shares in the capital of any corporation. Bullfrog is not a party to any agreement to acquire any shares in the capital of any corporation.
- (h) **Consents.** No consent, approval, order, or authorization of, or declaration or filing with, any governmental entity is required to be obtained by Bullfrog in connection with the execution and delivery of this Agreement or the completion by Bullfrog of the Transaction, other than any consents, approvals, orders, authorizations, declarations or filings which, if not obtained, would not, individually or in the aggregate, have a material adverse effect on Bullfrog.
- (i) **Directors' Approvals.** The Bullfrog board of directors has unanimously:
- (i) determined that the Transaction is in the best interests of Bullfrog; and
  - (ii) authorized the entering into of this Agreement and the performance of Bullfrog's obligations hereunder.
- (j) **Contracts.** Bullfrog is not a party to any material contract.
- (k) **Waivers, Consents.** There are no waivers, consents, notices, or approvals from other parties required for Bullfrog to complete the Transaction.

- (l) **No Defaults.** Bullfrog is not in default under and, there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute a default by Bullfrog under any credit arrangement, note, bond, mortgage, indenture, deed of trust, lease, franchise, concession, easement, contract of Bullfrog, agreement, license, permit or other instrument that is material to the conduct of the business of Bullfrog to which Bullfrog is a party or by which Bullfrog is bound or subject to that would, individually or in the aggregate, have a material adverse effect on Bullfrog. No party to any contract of Bullfrog or Zacapa has given written notice to Bullfrog or Zacapa of or made a claim against Bullfrog or Zacapa with respect to any breach or default thereunder, in any such case in which such breach or default constitutes a material adverse effect on Bullfrog or Zacapa.
- (m) **Employment Agreements.** Bullfrog:
  - (i) has no employees or consultants whose employment or contract with Bullfrog or Zacapa cannot be terminated by Bullfrog or Zacapa in accordance with the provisions of the relevant employment or consultant contract following the completion of the Transaction; and
  - (ii) is not a party to any written or oral policy, agreement, obligation or understanding providing for retention bonuses, severance, or termination payments to, or any employment or consulting agreement with, any director or officer of Bullfrog or Zacapa that would be triggered by Bullfrog's entering into this Agreement or the completion of the Transaction.
- (n) **Environmental Matters.** The operation of its business by Bullfrog and Zacapa, and the assets owned or used by Bullfrog and Zacapa and the use, maintenance and operation thereof have been and are in compliance with all environmental laws (except where non-compliance would not have a material adverse effect in respect of Bullfrog). There is no civil, criminal, or administrative action, suit, demand, claim, hearing, notice of violation, investigation, proceeding, notice or demand letter existing, or to the best knowledge of Bullfrog, pending or threatened, relating to the property or assets owned or used by Bullfrog or Zacapa, relating in any way to any environmental laws.
- (o) **Financial Matters.** As of the date hereof, neither Bullfrog or Zacapa has any liability or obligation, whether accrued, absolute, contingent or otherwise, or any related party transactions or off-balance sheet transactions, except liabilities and obligations incurred in the ordinary and regular course of business.
- (p) **No Business Restrictions.** There is no agreement (non-compete or otherwise), commitment, judgment, injunction, order, or decree to which Bullfrog is party or which is otherwise binding upon Bullfrog which has or reasonably could be expected to have the effect of prohibiting or impairing any business practice of Bullfrog, any acquisition of property (tangible or intangible) by Bullfrog or the conduct of business by Bullfrog, as currently conducted or proposed to be conducted.
- (q) **Books and Records.** The corporate records and minute books of Bullfrog have been maintained in accordance with all applicable laws and are complete and

accurate in all material respects, except where such incompleteness or inaccuracy would not have a material adverse effect on Bullfrog.

- (r) **Litigation.** There is no claim, action, proceeding, or investigation in progress or, to the knowledge of Bullfrog, pending or threatened against or relating to Bullfrog or Zacapa, or affecting any of their assets before any governmental entity which individually or in the aggregate has, or could reasonably be expected to have, a material adverse effect on Bullfrog and, to the knowledge of Bullfrog, there is no existing ground on which any such claim, action, proceeding, or investigation might be commenced with any reasonable likelihood of success. There is no bankruptcy, liquidation, winding-up or other similar proceeding in progress, or, to the knowledge of Bullfrog, pending or threatened against or relating to Bullfrog or Zacapa before any governmental entity. Neither Bullfrog nor any of its assets is subject to any outstanding judgment, order, writ, injunction or decree that involves or may involve, or restricts or may restrict the right or ability of Bullfrog to conduct its business in all material respects as it has been carried on prior to the date hereof, or that would materially impede the completion of the Transaction.
  
- (s) **Tax Matters.** Except as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Bullfrog:
  - (i) Bullfrog and Zacapa have duly and timely made or prepared all tax returns required to be made or prepared by them, have duly and timely filed all tax returns required to be filed by them with the appropriate governmental entity and have, in all material respects, completely and correctly reported all income and all other amounts or information required to be reported thereon;
  
  - (ii) Bullfrog and Zacapa have:
    - A. duly and timely paid all taxes due and payable by each of them;
  
    - B. duly and timely withheld all taxes and other amounts required by applicable laws to be withheld by each of them and have duly and timely remitted to the appropriate governmental entity such taxes and other amounts required by applicable laws to be remitted by each of them; and
  
    - C. duly and timely collected all amounts on account of sales or transfer taxes, including goods and services, harmonized sales and provincial or territorial sales taxes, required by applicable laws to be collected by each of them and have duly and timely remitted to the appropriate governmental entity any such amounts required by applicable laws to be remitted by each of them;
  
  - (iii) there are no proceedings, investigations, audits, assessments, reassessments or claims or, to the knowledge of Bullfrog, pending or threatened against Bullfrog or Zacapa that propose to assess taxes in addition to those reported in the tax returns; and

- (iv) no waiver of any statutory limitation period with respect to taxes has been given or requested with respect to Bullfrog or Zacapa.
- (t) **Compliance with Laws.** Bullfrog and Zacapa have complied with and are not in violation of any applicable laws other than such non-compliance or violations that would not, individually or in the aggregate, have a material adverse effect on Bullfrog.
- (u) **No Broker's Commission.** Bullfrog has not entered into any agreement that would entitle any person to any valid claim against Bullfrog for a broker's commission, finder's fee, or any like payment in respect of the Transaction or any other matter contemplated by this Agreement.
- (v) **Securities.** The Purchased Shares to be transferred to Applied Graphite pursuant to the Transaction are issued as fully paid and non-assessable.
- (w) **No Shareholdings in Applied Graphite.** Bullfrog does not, legally, or beneficially, own, directly, or indirectly, any securities of Applied Graphite and does not have any right, agreement or obligation to purchase any securities of Applied Graphite or any securities or obligations of any kind convertible into or exchangeable for any securities of Applied Graphite.
- (x) **Right to Use Personal Information.** All personal information in the possession of Bullfrog and Zacapa have been collected, used and disclosed in compliance with all applicable privacy laws in those jurisdictions in which Bullfrog and Zacapa conduct business. There are no claims pending or, to the knowledge of Bullfrog, threatened, with respect to Bullfrog or Zacapa's collection, use or disclosure of personal information.
- (y) **Full disclosure.** No representation or warranty by Bullfrog or the Vendors in this Agreement or any certificate or other document furnished or to be furnished to Applied Graphite under this Agreement contains or will contain any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

### 2.3 Representations and Warranties of Applied Graphite

Applied Graphite hereby represents and warrants to Bullfrog and the Vendors and hereby acknowledges that Bullfrog and the Vendors are relying upon these representations and warranties in connection with entering into this Agreement and agreeing to complete the Transaction, as follows:

- (a) **Organization.** Applied Graphite validly exists under the laws of the Province of British Columbia and is in good standing under applicable corporate laws and has full corporate and legal power and authority to own its assets and to conduct its business as currently owned and conducted. Applied Graphite is registered, licensed, or otherwise qualified in each jurisdiction where the nature of the business or the location or character of the assets owned or leased by it requires it to be so registered, licensed or otherwise qualified, other than those jurisdictions

where the failure to be so registered, licensed or otherwise qualified would not have a material adverse effect on Applied Graphite.

- (b) **Subsidiaries and Other Interests.** Other than as disclosed in the information and documents found under Applied Graphite's profile on the System for Electronic Document Analysis and Retrieval commonly known as SEDAR+, to and including the date of this Agreement (the "**Public Record**"), Applied Graphite has no subsidiaries and does not own any securities issued by, or any equity or ownership interest in, any other persons. Applied Graphite is not subject to any obligation to make any investment in or to provide funds by way of loan, capital contribution or otherwise to any persons.
- (c) **Capitalization.** As of the date of this Agreement and as of Closing, Applied Graphite is authorized to issue an unlimited number of Applied Graphite Shares. As of the date of this Agreement, there are outstanding 35,519,901 Applied Graphite Shares, 2,900,000 Applied Graphite stock options ("**Applied Graphite Options**") and 1,699,787 Applied Graphite Share purchase warrants prior to giving effect to the Transaction and the Concurrent Financing. Except for the Applied Graphite Options and except pursuant to this Agreement and the transactions contemplated hereby as of the date hereof, there are no options, warrants, conversion privileges or other rights, agreements, arrangements, or commitments (pre-emptive, contingent, or otherwise) obligating Applied Graphite to issue or sell any shares of Applied Graphite or any securities or obligations of any kind convertible into or exchangeable for any shares of Applied Graphite. All outstanding Applied Graphite Shares have been authorized and are validly issued and outstanding as fully paid and non-assessable shares, free of pre-emptive rights. As of the date hereof, there are no outstanding bonds, debentures, or other evidence of indebtedness of Applied Graphite. There are no outstanding contractual obligations of Applied Graphite to repurchase, redeem or otherwise acquire any outstanding Applied Graphite Shares or with respect to the voting or disposition of any outstanding Applied Graphite Shares.
- (d) **Authority.** Applied Graphite has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by Applied Graphite as contemplated by this Agreement and to perform its obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by Applied Graphite and the completion by Applied Graphite of the Transaction have been authorized by the Applied Graphite board of directors and no other corporate proceedings on the part of Applied Graphite are necessary to authorize this Agreement or the completion by Applied Graphite of the Transaction. This Agreement has been executed and delivered by Applied Graphite and constitutes a legal, valid and binding obligation of Applied Graphite, enforceable against Applied Graphite in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally and to general principles of equity. The execution and delivery by Applied Graphite of this Agreement and the performance by it of its obligations hereunder and the completion of the Transaction contemplated hereby, do not and will not:

- (i) result in a violation, contravention or breach or constitute a default under, or entitle any party to terminate, accelerate, modify, or call any obligations or rights under, require any consent to be obtained under or give rise to any termination rights under any provision of:
  - A. the constating documents of Applied Graphite;
  - B. any applicable law or rule or policy of the Exchange; or
  - C. any credit arrangement, note, bond, mortgage, indenture, deed of trust, lease, franchise, concession, easement, contract, agreement, license, permit or other instrument to which Applied Graphite is bound or is subject to or of which Applied Graphite is the beneficiary;

in each case, which would, individually or in the aggregate, have a material adverse effect on Applied Graphite; cause any indebtedness owing by Applied Graphite to come due before its stated maturity or cause any available credit to cease to be available which would, individually or in the aggregate, have a material adverse effect on Applied Graphite;

- (ii) cause any indebtedness owing by Applied Graphite to come due before its stated maturity or cause any available credit to cease to be available which would, individually or in the aggregate, have a material adverse effect on Applied Graphite;
  - (iii) result in the imposition of any encumbrance upon any of the property or assets of Applied Graphite or give any person the right to acquire any of Applied Graphite's assets, or restrict, hinder, impair, or limit the ability of Applied Graphite to conduct the business of Applied Graphite as and where it is now being conducted which would, individually or in the aggregate, have a material adverse effect on Applied Graphite; or
  - (iv) result in or accelerate the time for payment or vesting of, or increase the amount of any severance, unemployment compensation, "golden parachute", change of control provision, bonus, termination payments, retention bonus or otherwise, becoming due to any director or officer of Applied Graphite or increase any benefits otherwise payable under any pension or benefits plan of Applied Graphite or result in the acceleration of the time of payment or vesting of any such benefits.
- (e) **Consents.** No consent, approval, order, or authorization of, or declaration or filing with, any governmental entity is required to be obtained by Applied Graphite in connection with the execution and delivery of this Agreement or the completion by Applied Graphite of the Transaction other than:
- (i) filings with and approvals by the Exchange; and
  - (ii) any other consents, approvals, orders, authorizations, declarations, or filings which, if not obtained, would not, individually or in the aggregate, have a material adverse effect on Applied Graphite.

- (f) **Directors' Approvals.** The Applied Graphite board of directors has unanimously:
- (i) determined that the Transaction and Concurrent Financing are in the best interests of Applied Graphite; and
  - (ii) authorized the entering into of this Agreement and the performance of Applied Graphite's obligations hereunder.
- (g) **Contracts.** Except as disclosed in the Public Record, Applied Graphite is not a party to any material contracts.
- (h) **Waivers, Consents.** There are no waivers, consents, notices, or approvals required for Applied Graphite to complete the Transaction and Concurrent Financing, except for consent of the Exchange.
- (i) **No Defaults.** Applied Graphite is not in default under and, there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute a default by Applied Graphite under any credit arrangement, note, bond, mortgage, indenture, deed of trust, lease, franchise, concession, easement, contract of Applied Graphite, agreement, license, permit or other instrument that is material to the conduct of the business of Applied Graphite to which it is a party or by which it is bound or subject to that would, individually or in the aggregate, have a material adverse effect on Applied Graphite. No party to any contract of Applied Graphite has given written notice to Applied Graphite of or made a claim against Applied Graphite with respect to any breach or default thereunder, in any such case in which such breach or default constitutes a material adverse effect on Applied Graphite.
- (j) **Absence of Changes.** Except as disclosed in the Public Record, since December 31, 2024:
- (i) Applied Graphite has conducted its business only in the ordinary and regular course of business consistent with past practice;
  - (ii) Applied Graphite has not incurred or suffered a material adverse change;
  - (iii) there has not been any acquisition or sale by Applied Graphite of any material property or assets thereof;
  - (iv) other than in the ordinary and regular course of business consistent with past practice, there has not been any incurrence, assumption or guarantee by Applied Graphite of any debt for borrowed money, any creation or assumption by Applied Graphite of any encumbrance, any making by Applied Graphite of any loan, advance or capital contribution to or investment in any other person or any entering into, amendment of, relinquishment, termination or non-renewal by Applied Graphite, of any contract, agreement, license, lease transaction, commitment or other right or obligation that would, individually or in the aggregate, have a material adverse effect on Applied Graphite;

- (v) Applied Graphite has not declared or paid any dividends or made any other distribution in respect of any of the Applied Graphite Shares;
  - (vi) Applied Graphite has not effected or passed any resolution to approve a split, consolidation, or reclassification of any of the outstanding Applied Graphite Shares;
  - (vii) other than in the ordinary and regular course of business consistent with past practice, there has not been any material increase in or modification of the compensation payable by Applied Graphite to any of its directors, officers, employees or consultants or any grant to any director, officer, employee or consultant of any increase in severance or termination pay or any increase or modification of any bonus, pension, insurance or benefit arrangement (including, without limitation, the granting of Applied Graphite Options) made to, for or with any of such directors, officers, employees or consultants; and
  - (viii) Applied Graphite has not effected any material change in its accounting methods, principles, or practices.
- (k) **Employment Agreements.** Applied Graphite:
- (i) is not a party to any written or oral policy, agreement, obligation or understanding providing for retention bonuses, severance, or termination payments to, or any employment or consulting agreement with any director or officer of Applied Graphite that would be triggered by Applied Graphite entering into this Agreement or the completion of the Transaction; and
  - (ii) does not have any employee or consultant whose employment or contract with Applied Graphite cannot be terminated by Applied Graphite in accordance with the provisions of the relevant employment or consultant contract following the completion of the Transaction.
- (l) **Financial Matters.** The audited financial statements of Applied Graphite for the years ended December 31, 2024 and 2023 and the respective notes thereto and the interim financial statements of Applied Graphite for the six months ended June 30, 2025 and 2024 (collectively, the “**Applied Graphite Financial Statements**”) were prepared in accordance with IFRS consistently applied and fairly present in all material respects the consolidated financial condition of Applied Graphite at the respective dates indicated and the results of operations of Applied Graphite for the period covered on a consolidated basis. Except as disclosed in the Applied Graphite Financial Statements, as of the date hereof Applied Graphite does not have any liability or obligation, whether accrued, absolute, contingent or otherwise, or any related party transactions or off-balance sheet transactions not reflected in the Applied Graphite Financial Statements, except liabilities and obligations incurred in the ordinary and regular course of business since June 30, 2025, which liabilities or obligations would not reasonably be expected to have a material adverse effect on Applied Graphite.
- (m) **Books and Records.** The corporate records and minute books of Applied Graphite have been maintained in accordance with all applicable laws and are

complete and accurate in all material respects, except where such incompleteness or inaccuracy would not have a material adverse effect on Applied Graphite.

- (n) **Environmental Matters.** The operation of its business by Applied Graphite, and the assets owned or used by Applied Graphite and the use, maintenance and operation thereof have been and are in compliance with all environmental laws (except where non-compliance would not have a material adverse effect in respect of Applied Graphite). There is no civil, criminal, or administrative action, suit, demand, claim, hearing, notice of violation, investigation, proceeding, notice or demand letter existing, or to the best knowledge of Applied Graphite, pending or threatened, relating to the property or assets owned or used by Applied Graphite, relating in any way to any environmental laws.
- (o) **Litigation.** There is no claim, action, proceeding, or investigation in progress or, to the knowledge of Applied Graphite pending or threatened against or relating to Applied Graphite or affecting any of its assets before any governmental entity which individually or in the aggregate has, or could reasonably be expected to have, a material adverse effect on Applied Graphite and Applied Graphite is not aware of any existing ground on which any such claim, action, proceeding, or investigation might be commenced with any reasonable likelihood of success. There is no bankruptcy, liquidation, winding-up or other similar proceeding in progress, or, to the knowledge of Applied Graphite, pending or threatened against or relating to Applied Graphite before any governmental entity. Neither Applied Graphite nor any of its assets are subject to any outstanding judgment, order, writ, injunction or decree that involves or may involve, or restricts or may restrict the right or ability of Applied Graphite to conduct its business in all material respects as it has been carried on prior to the date hereof, or that would materially impede the completion of the Transaction, except to the extent any such matter would not, individually or in the aggregate, have a material adverse effect on Applied Graphite.
- (p) **Assets.** Applied Graphite has good and marketable title to its assets free and clear of any encumbrances whatsoever, except as disclosed in the Public Record.
- (q) **Insurance.** Applied Graphite maintains policies of insurance in amounts and in respect of such risks as are normal and usual for companies of a similar size and business and those policies are in full force and effect as of the date hereof.
- (r) **Tax Matters.** Except as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Applied Graphite:
  - (i) Applied Graphite has duly and timely made or prepared all tax returns required to be made or prepared by it, has duly and timely filed all tax returns required to be filed by it with the appropriate governmental entity and has, in all material respects, completely and correctly reported all income and all other amounts or information required to be reported thereon;
  - (ii) Applied Graphite has:
    - A. duly and timely paid all taxes due and payable by it;

- B. duly and timely withheld all taxes and other amounts required by applicable laws to be withheld by it and has duly and timely remitted to the appropriate governmental entity such taxes and other amounts required by applicable laws to be remitted by it; and
  - C. duly and timely collected all amounts on account of sales or transfer taxes, including goods and services, harmonized sales and provincial or territorial sales taxes, required by applicable laws to be collected by it and has duly and timely remitted to the appropriate governmental entity any such amounts required by applicable laws to be remitted by it;
- (iii) the charges, accruals and reserves for taxes reflected on the Applied Graphite Financial Statements (whether or not due and whether or not shown on any tax return but excluding any provision for deferred income taxes) are, in the opinion of Applied Graphite, adequate under IFRS, as applicable, to cover taxes with respect to Applied Graphite accruing through the date hereof;
  - (iv) there are no proceedings, investigations, audits, assessments, reassessments or claims or to the knowledge of Applied Graphite, pending or threatened against Applied Graphite that propose to assess taxes in addition to those reported in the tax returns; and
  - (v) no waiver of any statutory limitation period with respect to taxes has been given or requested with respect to Applied Graphite.
- (s) **Reporting Status.** Applied Graphite is a reporting issuer in good standing in the provinces of British Columbia, Alberta and Ontario. The Applied Graphite Shares are listed on the Exchange. Applied Graphite is not in breach or default of any applicable securities laws or of any of the policies of the Exchange.
  - (t) **Reports.** Since January 1, 2025, Applied Graphite has filed with all applicable securities and self-regulatory authorities and the Exchange, a true and complete copy of all forms, reports, schedules, statements, certifications, material change reports and other documents required to be filed by it, including the documents in the Public Record. The documents in the Public Record, at the time filed or, if amended, as of the date of such amendment:
    - (i) did not contain any misrepresentation (as defined in the *Securities Act* (British Columbia)) and did not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading;
    - (ii) complied in all material respects with the requirements of applicable securities laws and the rules, policies and instruments of all governmental entities having jurisdiction over Applied Graphite; and

- (iii) Applied Graphite has not filed any confidential material change or other report or other document with any securities authority, which at the date hereof remains confidential.
- (u) **Compliance with Laws.** Applied Graphite has complied with and is not in violation of any applicable laws other than such non-compliance or violations that would not, individually or in the aggregate, have a material adverse effect on Applied Graphite.
- (v) **Certain Contracts.** Applied Graphite is not a party to or bound by any non-competition agreement or any other agreement, obligation, judgment, injunction, order, or decree that purports to:

  - (i) limit the manner or the localities in which all or any material portion of the business of Applied Graphite is conducted; or
  - (ii) limit any business practice of Applied Graphite in any material respect.
- (w) **No Broker's Commission.** Applied Graphite has not entered into any agreement that would entitle any person to any valid claim against Applied Graphite for a broker's commission, finder's fee, or any like payment in respect of the Transaction or any other matter contemplated by this Agreement.
- (x) **Shares.** The Applied Graphite Shares to be issued pursuant to the Transaction will, upon issue, (i) be issued as fully paid and non-assessable; (ii) be free-trading shares; and (iii) subject to the approval of the Exchange, be listed for trading on the Exchange.
- (y) **No Shareholdings in Bullfrog.** Applied Graphite does not, legally, or beneficially, own, directly, or indirectly, any securities of Bullfrog and does not have any right, agreement or obligation to purchase any securities of Bullfrog or any securities or obligations of any kind convertible into or exchangeable for any securities of Bullfrog.
- (z) **Restrictions on Business Activities.** There is no agreement, judgment, injunction, order, or decree binding upon Applied Graphite or that has or could be reasonably expected to have the effect of prohibiting, restricting, or materially impairing any business practice of Applied Graphite, or the conduct of business by Applied Graphite as currently conducted.
- (aa) **Right to Use Personal Information.** All personal information in the possession of Applied Graphite has been collected, used and disclosed in compliance with all applicable privacy Laws in those jurisdictions in which Applied Graphite conducts its business. There are no claims pending or, to the knowledge of Applied Graphite, threatened, with respect to Applied Graphite's collection, use or disclosure of personal information.
- (bb) **Full disclosure.** No representation or warranty by Applied Graphite in this Agreement or any certificate or other document furnished or to be furnished to Bullfrog or the Vendors under this Agreement contains or will contain any untrue statement of a material fact or omits to state a material fact necessary to make the

statements contained therein, in light of the circumstances in which they are made, not misleading.

## **2.4 Survival of Representations and Warranties**

The representations and warranties contained in this Agreement will survive the execution and delivery of this Agreement and will expire and be terminated and extinguished upon the date that is one year after the Closing Date (as defined herein).

## **ARTICLE 3 - COVENANTS**

### **3.1 Standstill**

Each of Bullfrog and Applied Graphite hereby covenants and agrees, from the date of this Agreement until the earlier of closing of the Transaction and the Termination Date (as defined herein), not to solicit or have discussions with any third parties regarding the sale, merger, business combination or any other transaction involving the Property or the sale of its shares or assets.

### **3.2 Expenses**

Each Party will bear its respective costs incurred in connection with the preparation, execution, and performance of this Agreement and the transactions contemplated hereby and thereby, including all fees and expenses of agents, representatives, counsel, and accountants.

### **3.3 Access to Information**

Upon the earlier of closing of the Transaction and the Termination Date, each of Bullfrog and Applied Graphite will allow the other and their authorized representatives, including legal counsel and consultants, full, free and unfettered access to all information, books or records of such Party for the purpose of the transactions contemplated herein. Each of Bullfrog and Applied Graphite agree that all information and documents so obtained will be kept confidential and the contents thereof will not be disclosed to any person without the prior written consent of the other; provided however, that each of Bullfrog and Applied Graphite acknowledges that the other has certain disclosure obligations pursuant to applicable securities laws and the policies of the Exchange.

### **3.4 Confidentiality**

- (a) Each of Bullfrog and Applied Graphite acknowledges that each will be providing to the other information that is non-public, confidential, and proprietary in nature (the "**Confidential Information**"). Each of Bullfrog and Applied Graphite (and their respective affiliates, representatives, agents and employees) will keep the Confidential Information confidential and will not, except as otherwise provided below, disclose such information or use such information for any purpose other than for negotiation of this Agreement and the evaluation and consummation of the Transaction, provided however, that this provision shall not apply to information that: (i) becomes generally available to the public absent any breach of this provision; (ii) was available on a non-confidential basis to a Party prior to its disclosure pursuant to this Agreement or (iii) becomes available on a non-confidential basis from a third party who is not bound to keep such information confidential.
- (b) Each Party hereto agrees that it will not make any public disclosure of this Agreement or of any of its terms without first advising the other Parties of the

proposed disclosure, unless such disclosure is required by applicable law or regulation, including in accordance with the policies of the Exchange, and in any event the Party contemplating disclosure will inform the other Parties of and obtain their consent to the form and content of such disclosure, which consent shall not be unreasonably withheld or delayed.

- (c) Each Party hereto agrees that immediately upon any discontinuance of activities by any Party such that the Transaction will not be consummated, each Party will return to the others all Confidential Information.

### 3.5 Maintenance of Operations.

- (a) Until the earlier of closing of the Transaction and the Termination Date, Bullfrog and Applied Graphite will conduct their respective businesses in a reasonable and prudent manner in accordance with past practices, preserve their respective existing business organizations and relationships, preserve and protect their respective properties, conduct their respective businesses in compliance with all applicable laws and regulations, not incur any debt (other than in the ordinary course of business) or encumber any assets, and not make any dividends to equity owners or issue any securities (other than pursuant to convertible securities issued and outstanding on the date hereof), unless the Parties agree.

## ARTICLE 4 - CONDITIONS TO CLOSING

### 4.1 Conditions

- (a) **Exchange Requirements.** The Transaction and Concurrent Financing will be carried out pursuant to the policies of the Exchange.
- (b) **Material Conditions.** The Transaction will be conditional on, among other things, the following conditions precedent being satisfied prior to closing:
  - (i) Conditions precedent for the benefit of Applied Graphite:
    - A. the Transaction will not be a “reverse take-over” for the purposes of Exchange policies;
    - B. the receipt of all required approvals and consents for the Transaction, the Concurrent Financing and all related matters, and for this Agreement, including without limitation:
      - (1) the receipt of all requisite approvals of Bullfrog shareholders;
      - (2) the receipt of all requisite approvals of Applied Graphite shareholders; and
      - (3) the approval of the Exchange on terms satisfactory to Applied Graphite, acting reasonably;
    - C. satisfactory completion of due diligence by Applied Graphite, its counsel or other representatives on the business, assets, title, financial condition, and corporate records of Bullfrog;

- D. the conditional approval from the Exchange of the Concurrent Financing and to the listing on the Exchange of the Applied Graphite Shares issuable under the Transaction, on terms satisfactory to Applied Graphite; and
  - E. there being no material adverse change to the business and affairs of Bullfrog or the Property;
- (ii) Conditions precedent for the benefit of Bullfrog:
- A. the Concurrent Financing will have been completed;
  - B. the Transaction will not be a “reverse take-over” for the purposes of Exchange policies;
  - C. confirmation that there is a maximum of 45,519,901 Applied Graphite Shares issued and outstanding prior to giving effect to the Transaction;
  - D. the receipt of all required approvals and consents for the Transaction and all related matters, and for this Agreement, including without limitation:
    - (1) the receipt of all requisite approvals of Bullfrog shareholders;
    - (2) the receipt of all requisite approvals of Applied Graphite shareholders; and
    - (3) the approval of the Exchange on terms satisfactory to Bullfrog, acting reasonably;
  - E. satisfactory completion of due diligence by Bullfrog, its counsel or other representatives on the business, assets, title, financial condition, and corporate records of Applied Graphite;
  - F. the conditional approval from the Exchange of the Concurrent Financing and the listing on the Exchange of the Applied Graphite Shares issuable under the Transaction, on terms satisfactory to Bullfrog; and
  - G. there being no material adverse change to the business and affairs of Applied Graphite.

## ARTICLE 5 - CLOSING AND POST-CLOSING ARRANGEMENTS

### 5.1 Closing

Closing of the transactions contemplated herein (the “**Closing**”) will take place on or about March 31, 2026 (the “**Closing Date**”) by way of an exchange of documents between the solicitors for Applied Graphite and the solicitors for Bullfrog, and the deliveries and acts as provided in this Agreement to be done upon Closing, or on such other date and in such other manner as the Parties may agree in writing.

### 5.2 Closing Deliveries of Applied Graphite

At the Closing, Applied Graphite will deliver or cause to be delivered:

- (a) share certificates, or DRS Statements, as applicable, evidencing the Applied Graphite Shares issuable under the Transaction, registered as directed by the Vendors;
- (b) all such further assignments, agreements, notices, certificates and other documents and Applied Graphite will do all such further acts and things as Bullfrog may reasonably request in order to give effect to Applied Graphite’s purchase of the Purchased Shares as contemplated by this Agreement;
- (c) a certificate of one of Applied Graphite’s senior officers, dated as of the Closing Date: (i) certifying that the representations and warranties of Applied Graphite set out in Section 2.3 are true and correct in all respects (in the case of any representation or warranty containing any materiality or material adverse effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or material adverse effect qualifier) on and as of Closing and (ii) confirming that the covenants of Applied Graphite set out in ARTICLE 4 - have been completed as at the Closing Date;
- (d) evidence satisfactory to Bullfrog, acting reasonably, of the completion of the Concurrent Financing (and, if applicable, the satisfaction of all conditions precedent for the release from escrow of the proceeds thereof (other than the completion of the Transaction)); and
- (e) a certificate of good standing for Applied Graphite.

### 5.3 Closing Deliveries of Bullfrog and the Vendors

At the Closing, Bullfrog will deliver or cause to be delivered:

- (a) with respect to each Vendor, share certificates representing the Purchased Shares owned by the Vendor, and a duly executed stock transfer form;
- (b) a certificate of one of Bullfrog’s senior officers, dated as of the Closing Date: (i) certifying that the representations and warranties of Bullfrog set out in Section 2.2 are true and correct in all respects (in the case of any representation or warranty containing any materiality or material adverse effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or material adverse effect qualifier) on and as of Closing and (ii) confirming that the

covenants of Bullfrog set out in ARTICLE 4 - have been completed as at the Closing Date; and

- (c) a certificate of good standing or equivalent for Bullfrog and Zacapa.

## **ARTICLE 6 - TERMINATION**

### **6.1 Termination**

This Agreement shall terminate with the Parties having no obligations to each other, other than in respect of Sections 3.2, and 3.4 and this Section 6.1, on the day (the "**Termination Date**") on which the earliest of the following events occurs:

- (a) written agreement of the Parties to terminate this Agreement;
- (b) any applicable regulatory authority having notified in writing either Bullfrog or Applied Graphite that it will not permit the Transaction to proceed; and
- (c) if the Transaction is not completed on or before April 15, 2026, or such later date as may be agreed to by the Parties.

## **ARTICLE 7 - GENERAL**

### **7.1 Amendment; Waiver**

This Agreement may be amended or modified only by a separate agreement in writing signed by each Party. No act or failure to act or delay in the enforcement of any right by any Party hereunder constitutes a waiver of any right by such Party under this Agreement, and any such act, failure to act or delay does not constitute an approval of or acquiescence in any breach or continuing breach by any other Party under this Agreement except as expressly agreed to in writing; and no waiver of any breach of any provision of this Agreement constitutes a waiver of any proceeding, continuing or succeeding breach of such provisions or of any other provision of this Agreement.

### **7.2 Governing Law**

This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without giving effect to the principles of conflicts of laws thereof and the undersigned hereby irrevocably attorn to the jurisdiction of the Courts of the Province of British Columbia in respect of any matter arising hereunder or in connection herewith.

### **7.3 Time of the Essence**

Time is of the essence of this Agreement.

### **7.4 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof, including by way of example and not limitation, the Letter of Intent. There are no representations, warranties, covenants, or conditions with respect to the subject matter hereof except as contained herein.

## 7.5 Further Assurances

Each Party will, from time to time and at all times hereafter, at the request of another Party or Parties, but without further consideration, do, or cause to be done, all such other acts and execute and deliver, or cause to be executed and delivered, all such further agreements, transfers, assurances, instruments or documents as will be reasonably required in order to fully perform and carry out the terms and intent of this Agreement.

## 7.6 Notices

Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent by e-mail or other similar means of electronic communication (confirmed on the same or following business day in the case of prepaid courier or mail), addressed as follows:

- (a) in the case of a notice to Bullfrog, addressed to it at:

Bullfrog Gold Corporation  
Suite 905 - 1111 West Hastings Street  
Vancouver, BC V6E 2J3

Attention: Dan MacNeil  
E-mail: [dm@vectorgs.com](mailto:dm@vectorgs.com)

- (b) in the case of a notice to Applied Graphite, addressed to it at:

Applied Graphite Technologies Corporation  
Suite 905 - 1111 West Hastings Street

Attention: Ian Slater  
E-mail: [slater@slater.group](mailto:slater@slater.group)

Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid shall: (i) if personally delivered or delivered by courier, be deemed to have been given, sent, delivered and received on the date of delivery; (ii) if sent by mail, be deemed to have been given, sent, delivered and received on the fifth (5<sup>th</sup>) business day following the date of mailing, unless at any time between the date of mailing and the fifth (5<sup>th</sup>) business day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mail, allowing for such discontinuance or interruption of regular postal service, and (iii) if sent by means of electronic communication (including e-mail), be deemed to have been received on the business day of sending if sent during normal business hours (otherwise on the following business day).

## 7.7 Independent Legal Advice

The Vendors acknowledge that DLA Piper (Canada) LLP is acting as counsel for Applied Graphite and Farris LLP is acting as counsel for Bullfrog with respect to the matters contemplated in this Agreement and each of the Vendors acknowledge that they have been advised to obtain and have been given the opportunity to obtain their own independent legal advice with respect to the terms of this Agreement prior to its execution.

## **7.8 Enurement and Assignment**

This Agreement will enure to the benefit of and be binding upon the Parties and their respective heirs, executors, personal representatives, successors and permitted assigns. No Party may assign any rights or transfer any obligations under this Agreement without the prior written agreement of the other Parties.

## **7.9 Execution**

This Agreement may be executed in one or more counterparts and a PDF counterpart of this Agreement bearing the signature of a Party hereto shall be effective for all purposes and binding on each Party hereto.

*[Remainder of the page intentionally left blank]*

The parties hereto have executed this Agreement with effect as of the date first written above.

**APPLIED GRAPHITE TECHNOLOGIES  
CORPORATION**

By: Ian Slater

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Name: Ian Slater  
Title: Chief Executive Officer

**BULLFROG GOLD CORPORATION**

By: Dan MacNeil

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Name: Dan MacNeil  
Title: Chief Executive Officer

**BULLFROG SHAREHOLDERS:**

**OUTCROP SILVER & GOLD  
CORPORATION**

By: /Ian Harris/

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Name: Ian Harris  
Title: Chief Executive Officer

By: /John Slater/

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Name: John Slater

By: /Dan MacNeil/

---

Name: Dan MacNeil

By: /Melissa Martensen/

---

Name: Melissa Martensen

By: /Lyudmila Povetkina/

---

Name: Lyudmila Povetkina

By: /Robert Scott/

---

Name: Robert Scott

By: /Ruth Bidner/

---

Name: Ruth Bidner

By: /Oksana Slater/

---

Name: Oksana Slater

By: /Maria Camila Nunez Gomez/

---

Name: Maria Camila Nunez Gomez

By: /Amandip Singh/

---

Name: Amandip Singh

By: /Michael Slater/

---

Name: Michael Slater

By: /Kathy Aruajo/

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Name: Kathy Aruajo

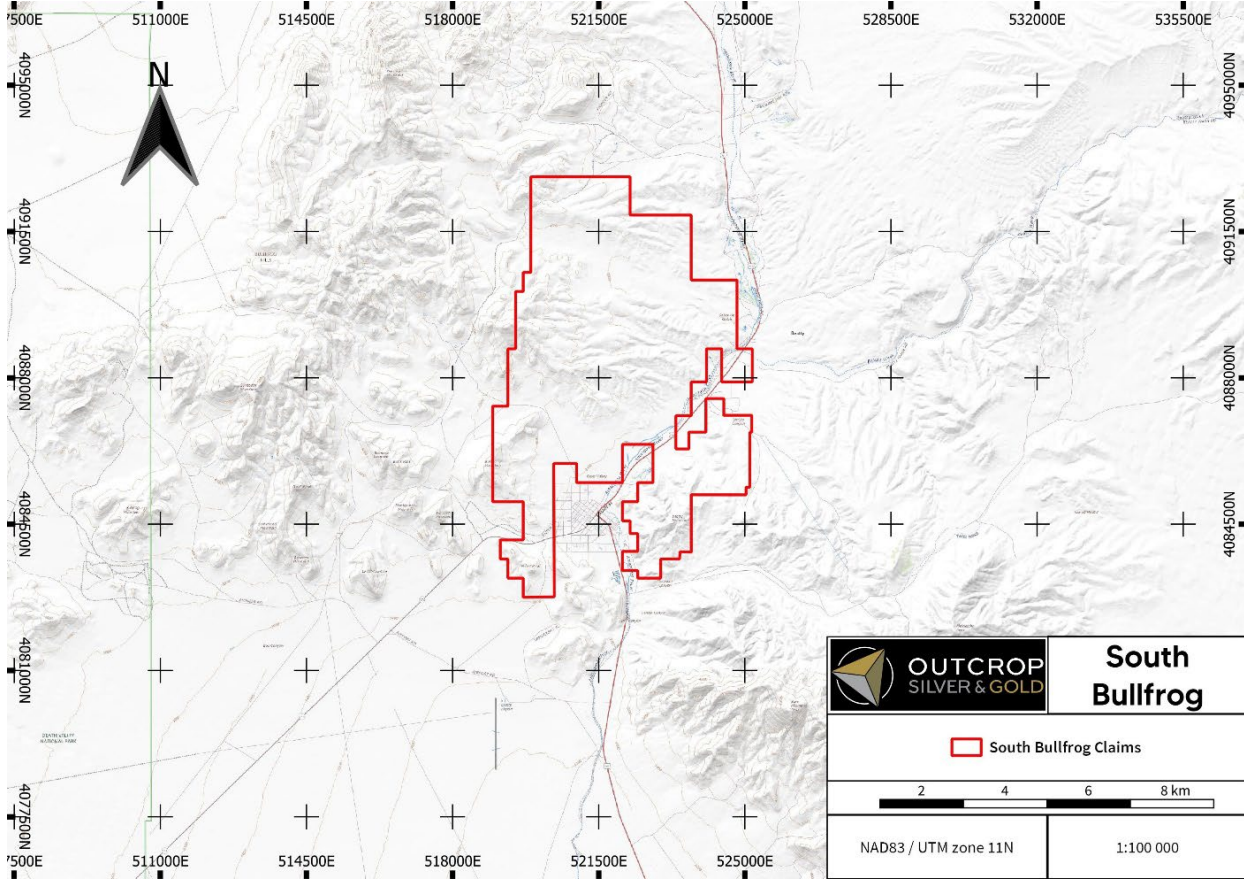
**SCHEDULE A**

**BULLFROG SHAREHOLDERS**

<b><u>Name and Jurisdiction of Residence</u></b>	<b><u>Type of Securities</u></b>	<b><u>Number</u></b>
John Slater, British Columbia	Common Shares	1,800,000
Oksana Slater, British Columbia	Common Shares	2,000,000
Dan MacNeil, British Columbia	Common Shares	3,500,000
Maria Camila Nunez Gomez	Common Shares	2,500,000
Outcrop Silver & Gold Corporation	Common Shares	10,000,000
Melissa Martensen	Common Shares	500,000
Amandip Singh	Common Shares	500,000
Lyudmila Povetkina	Common Shares	250,000
Michael Slater	Common Shares	250,000
Robert Scott	Common Shares	500,000
Kathy Aruajo	Common Shares	100,000
Ruth Bidner	Common Shares	100,000
<b>Total</b>		<b>22,000,000</b>

**SCHEDULE B**  
**THE PROPERTY**

**Bullfrog Project, Nye County, Nevada**



<b>Exhibit A - List of Claims</b>
<b>ZA Lode Mining Claims</b>
<b>Nye County, Nevada</b>
<b>Township 11 South, Range 47 East, Sections 2, 5, 17-21, 28-33</b>
<b>Township 11 South, Range 46 East, Sections 13, 24-25, 36</b>
<b>Township 12 South, Range 46 East, Sections 1, 12-13, 4-6, 8</b>
<b>Township 12 South, Range 47 East, Sections 4-6, 8-9, 16-17</b>
<b>Mt. Diablo Meridian</b>
<b>Number of Claims: 488</b>

Claim Name	Location Date	Township, Range, Section	Legacy BLM Ser. #	Legacy BLM Lead File #	BLM Ser. # /Lead File #
ZA 169	2020-11-18	21 0110S 0470E 030	NMC1217115	NMC1216947	NV101900437
ZA 170	2020-11-19	21 0110S 0470E 030	NMC1217116	NMC1216947	NV101900438
ZA 171	2020-11-18	21 0110S 0470E 030	NMC1217117	NMC1216947	NV101900439
ZA 172	2020-11-19	21 0110S 0470E 031	NMC1217118	NMC1216947	NV101900440
ZA 173	2020-11-18	21 0110S 0470E 030	NMC1217119	NMC1216947	NV101900441
ZA 174	2020-11-19	21 0110S 0470E 031	NMC1217120	NMC1216947	NV101900442
ZA 175	2020-11-18	21 0110S 0470E 030	NMC1217121	NMC1216947	NV101900443
ZA 176	2020-11-19	21 0110S 0470E 031	NMC1217122	NMC1216947	NV101900444
ZA 177	2020-11-18	21 0110S 0470E 030	NMC1217123	NMC1216947	NV101900445
ZA 178	2020-11-19	21 0110S 0470E 031	NMC1217124	NMC1216947	NV101900446
ZA 179	2020-11-18	21 0110S 0470E 029	NMC1217125	NMC1216947	NV101900447
ZA 180	2020-11-19	21 0110S 0470E 031	NMC1217126	NMC1216947	NV101900448
ZA 181	2020-11-18	21 0110S 0470E 029	NMC1217127	NMC1216947	NV101900449
ZA 182	2020-11-19	21 0110S 0470E 032	NMC1217128	NMC1216947	NV101900450
ZA 183	2020-11-18	21 0110S 0470E 029	NMC1217129	NMC1216947	NV101900451
ZA 184	2020-11-19	21 0110S 0470E 032	NMC1217130	NMC1216947	NV101900452
ZA 185	2020-11-18	21 0110S 0470E 029	NMC1217131	NMC1216947	NV101900453
ZA 186	2020-11-19	21 0110S 0470E 032	NMC1217132	NMC1216947	NV101900454
ZA 187	2020-11-18	21 0110S 0470E 002	NMC1217133	NMC1216947	NV101900455
ZA 188	2020-11-19	21 0110S 0470E 032	NMC1217134	NMC1216947	NV101900456
ZA 189	2020-11-18	21 0110S 0470E 029	NMC1217135	NMC1216947	NV101900457
ZA 190	2020-11-19	21 0110S 0470E 032	NMC1217136	NMC1216947	NV101901015
ZA 191	2020-11-18	21 0110S 0470E 029	NMC1217137	NMC1216947	NV101901016
ZA 192	2020-11-19	21 0110S 0470E 032	NMC1217138	NMC1216947	NV101901017
ZA 193	2020-11-18	21 0110S 0470E 002	NMC1217139	NMC1216947	NV101901018
ZA 194	2020-11-19	21 0110S 0470E 032	NMC1217140	NMC1216947	NV101901019
ZA 195	2020-11-18	21 0110S 0470E 029	NMC1217141	NMC1216947	NV101901020
ZA 196	2020-11-19	21 0110S 0470E 032	NMC1217142	NMC1216947	NV101901021
ZA 197	2020-11-18	21 0110S 0460E 036	NMC1217143	NMC1216947	NV101901022
ZA 198	2020-11-18	21 0110S 0460E 036	NMC1217144	NMC1216947	NV101901023
ZA 199	2020-11-18	21 0110S 0460E 036	NMC1217145	NMC1216947	NV101901024
ZA 200	2020-11-18	21 0110S 0460E 036	NMC1217146	NMC1216947	NV101901025
ZA 201	2020-11-18	21 0110S 0460E 036	NMC1217147	NMC1216947	NV101901026
ZA 202	2020-11-18	21 0110S 0460E 036	NMC1217148	NMC1216947	NV101901027
ZA 203	2020-11-18	21 0110S 0460E 036	NMC1217149	NMC1216947	NV101901028
ZA 204	2020-11-18	21 0110S 0460E 036	NMC1217150	NMC1216947	NV101901029
ZA 205	2020-11-18	21 0110S 0460E 036	NMC1217151	NMC1216947	NV101901030

ZA 206	2020-11-18	21 0110S 0460E 036	NMC1217152	NMC1216947	NV101901031
ZA 207	2020-11-18	21 0110S 0460E 036	NMC1217153	NMC1216947	NV101901032
ZA 208	2020-11-18	21 0110S 0460E 036	NMC1217154	NMC1216947	NV101901033
ZA 209	2020-11-19	21 0110S 0460E 036	NMC1217155	NMC1216947	NV101901034
ZA 210	2020-11-19	21 0110S 0460E 036	NMC1217156	NMC1216947	NV101901035
ZA 211	2020-11-19	21 0110S 0470E 031	NMC1217157	NMC1216947	NV101901605
ZA 212	2020-11-19	21 0110S 0470E 031	NMC1217158	NMC1216947	NV101901606
ZA 213	2020-11-19	21 0110S 0470E 031	NMC1217159	NMC1216947	NV101901607
ZA 214	2020-11-19	21 0110S 0470E 031	NMC1217160	NMC1216947	NV101901608
ZA 215	2020-11-19	21 0110S 0470E 031	NMC1217161	NMC1216947	NV101901609
ZA 216	2020-11-19	21 0110S 0470E 031	NMC1217162	NMC1216947	NV101901610
ZA 217	2020-11-19	21 0110S 0470E 031	NMC1217163	NMC1216947	NV101901611
ZA 218	2020-11-19	21 0110S 0470E 031	NMC1217164	NMC1216947	NV101901612
ZA 219	2020-11-19	21 0110S 0470E 031	NMC1217165	NMC1216947	NV101901613
ZA 220	2020-11-19	21 0110S 0470E 031	NMC1217166	NMC1216947	NV101901614
ZA 221	2020-11-19	21 0110S 0470E 031	NMC1217167	NMC1216947	NV101901615
ZA 222	2020-11-19	21 0110S 0470E 031	NMC1217168	NMC1216947	NV101901616
ZA 223	2020-11-19	21 0110S 0470E 031	NMC1217169	NMC1216947	NV101901617
ZA 224	2020-11-19	21 0110S 0470E 031	NMC1217170	NMC1216947	NV101901618
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