

BONANZA GOLDFIELDS CORP.

SUPPLEMENTAL INFORMATION

Item 1.01 – Entry Material Agreement

(1) Agreement to Acquire Comstock Goldfields LLC

On August 9, 2017, we entered into an Exchange Agreement to acquire Comstock Goldfields LLC from Clark Gold & Copper Inc. ("Clark Gold"). Comstock Goldfields LLC holds an option to acquire a 50% undivided interest in the **Monte Cristo Gold Mine**, comprised of four patented lode mining claims located in the **Comstock Mining District, Virginia City, Nevada**. The Agreement is subject to customary closing conditions.

Past Production. According to historic records which may or may not be accurate, the Monte Cristo Mine produced 9,726 tons of ore with an average value of \$11.88 per ton during the period from 1881 to 1890, when the price of gold was \$20.67 per ton. Additionally, the Monte Cristo Mine produced 5,453 tons of ore averaging 0.277 ounces gold per ton and 1.05 ounces silver per ton during the period from 1912 to 1914.

Geology. The Monte Cristo vein lies within the Occidental shear zone, parallel to the famous Comstock Lode which produced 22 million tons of ore grading 0.60 ounces gold per ton and 12 ounces silver per ton. The Monte Cristo vein reportedly has true widths ranging up to 60 feet. The vein is a silicified, carbonatized and brecciated footwall portion of the Occidental shear. There have been multiple episodes of fracturing and injection by silica, carbonate, pyrite and precious metals. The Occidental Shear Zone, sometimes referred to as the Brunswick Lode, is several miles in length and has been identified some 1,250 vertical feet below outcrop in the Suto Tunnel. The structure strikes north and dips from thirty to fifty degrees to the east. The Monte Cristo project area is underlain by Tertiary eruptive, pyroclastic andesites of the Alta formation. There is abundant disseminated pyrite in the country rock which, upon weathering, causes extensive bleaching. Pyritic content of the country rock ranges as high as 10 percent.

Exploration to Date. 16 diamond drill holes in 1988 (approximately 5,200 linear feet of drilling) delineated an area of interest east of the historic Monte Cristo Glory Hole. This area is oriented north / south and is 300 feet by 150 feet. In addition, nine reverse circulation (RC) drill holes delineated another area of interest north of the Glory Hole. We have acquired reports, drill records, assay results, maps, surveys, cross-sections, as well as a resource estimate and preliminary metallurgy. This work product predates NI-43101 and our first priority is to commission a geologic report that complies with current NI-43101 and SEC standards.

Gould & Curry Millsite. The Monte Cristo property also contains the site of the original Gould & Curry Mill. The Gould & Curry Mine was one of the major gold and silver producers on the Comstock Lode, and reportedly Gould & Curry tailings remain on the Monte Cristo property. We intend to evaluate the mineral content and tonnage of the remaining tailings as part of our initial exploration activities at Virginia City.

Purchase Price. As full payment for ownership of Comstock Goldfields LLC, we will issue to Clark Gold 50,000 restricted shares of our Series B Preferred Stock. These shares are non-dilutive, as they cannot be converted into common stock for a year, and then are convertible at 100% of market value at that time.

(2) Agreement as to Additional Comstock Mining Claims

A separate agreement with Clark Gold dated August 9, 2017 addresses the anticipated acquisition of additional claims to be added to the Comstock Goldfields project. In the event that Clark Gold is able to acquire additional mining claims in the Comstock Mining District, Bonanza Goldfields has agreed to assume the related liabilities in return for adding the additional mining claims to the Comstock Option Agreement.

(3) Amendment No. 2 to Omnibus Share Exchange Agreement dated February 27, 2017 – Chloride, Arizona Headquarters Facility and Assay Office

The Omnibus Share Exchange Agreement, under which the Company is acquiring its Chloride, Arizona and Goldfield, Nevada projects, has been amended again. This amendment covers the former Corporate Headquarters and Assay Office of Hondo Minerals Corporation, located at 4730 and 4732 W. Tennessee Avenue, Chloride, Arizona 86431. Amendment No. 2 is intended to pave the way for Bonanza Goldfields to make use of these facilities in its future operations at Chloride. Hondo Minerals Corporation, which is under common management with Bonanza Goldfields, was reorganized in 2016 and is now focused on exploring its Thunder Mountain Gold and Mizpah Extension Silver properties in Tonopah, Nevada. As a result, Hondo Minerals no longer needs the Chloride assets. Under the Omnibus Exchange Agreement, Hondo Minerals will receive Bonanza Goldfields shares, and we will have the opportunity to explore almost 500 acres of patented mining claims comprising eight historic mines in and about Chloride, Arizona.

Item 9 – Exhibits

- 10.01 Share Exchange Agreement dated August 9, 2017 - Comstock Goldfields LLC**
- 10.02 Agreement dated August 9, 2017 as to Additional Comstock Mining Claims**
- 10.03 Amendment No. 2 dated August 9, 2017 to Omnibus Share Exchange Agreement dated February 27, 2017**

**Dated: Las Vegas, Nevada
August 9, 2017**

**/s/ Barbara McIntyre Bauman
Barbara McIntyre Bauman, President**

Cautionary Language Concerning Forward-Looking Statements:

This filing release contains forward-looking statements. The words or phrases "would be," "will allow," "intends to," "will likely result," "are expected to," "will continue," "is anticipated," "estimate," "project," or similar expressions are intended to identify "forward-looking statements." Actual results could differ materially from those projected by Bonanza Goldfields. The forward looking statements should not be construed as an indication in any way whatsoever of the future value of the Bonanza

Goldfields' common stock or its present or future financial condition. Statements made herein are as of the date of this filing and should not be relied upon as of any subsequent date. Bonanza Goldfields cautions readers not to place reliance on such statements. Unless otherwise required by applicable law, Bonanza Goldfields does not undertake, and Bonanza Goldfields specifically disclaims any obligation, to update any forward-looking statements to reflect occurrences, developments, unanticipated events or circumstances after the date of such statement.

EXHIBIT 10.01

Share Exchange Agreement dated August 9, 2017 - Comstock Goldfields LLC

SHARE EXCHANGE AGREEMENT

This **Share Exchange Agreement**, dated as of August 9, 2017, (this “**Agreement**”) by and between **Clark Gold & Copper, Inc.**, a Wyoming corporation having an address of 6440 Sky Pointe Dr., Ste 140-412, Las Vegas, NV 89131 (“**Clark Gold**”) and **Bonanza Goldfields Corp.**, a Nevada corporation having an address of 6440 Sky Pointe Dr., Ste 140-149, Las Vegas, NV 89131 (“**BONZ**”). For purposes of this Agreement Clark Gold and BONZ are sometimes collectively referred to as the “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS, Clark Gold is the owner of one hundred (100) shares, which constitutes all of the issued and outstanding shares of **Comstock Goldfields, LLC**, a Nevada limited liability company (“**Comstock Goldfields**”). Comstock Goldfields has an option to purchase a 50% undivided interest in the Monte Cristo, Sadie and Stone patented mining claims, a/k/a Monte Cristo Mine, located at the intersection of Six Mile Canyon Road and Seven Mile Canyon Road in the Comstock Mining District, Virginia City, Storey County, Nevada; and

WHEREAS, BONZ desires to expand its portfolio of Nevada mineral properties, particularly in the historic Comstock Mining District; and

WHEREAS, the parties desire to exchange shares as follows:

- (i) Clark Gold will transfer one hundred (100) restricted shares of Comstock Goldfields (the “**Comstock Goldfields Shares**”) to BONZ; and
- (ii) BONZ will issue 50,000 restricted shares of BONZ Series B Preferred Stock (the “**BONZ Shares**”) to Clark Gold;

all upon the terms and subject to the conditions set forth in this Agreement (the “**Share Exchange**”); and,

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

WHEREAS, it is the intention of the parties that upon the Closing (as hereinafter defined) Comstock Goldfields shall become a wholly owned subsidiary of BONZ, and BONZ shall become a manager of Comstock Goldfields; and,

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

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

ARTICLE I

EXCHANGE OF SHARES

Section 1.1 Agreement to Issue the BONZ Shares in exchange for the Comstock Goldfields Shares. On the Closing Date (as hereinafter defined) and upon the terms and subject to the conditions set forth in this Agreement, Clark Gold shall assign, transfer, convey and deliver the Comstock Goldfields Shares to BONZ in consideration and exchange for the BONZ Shares; BONZ shall issue the BONZ Shares to Clark Gold in consideration and exchange for the Comstock Goldfields Shares.

Section 1.2 Closing and Actions at Closing. The closing of the Share Exchange (the “**Closing**”) shall take place at the offices of Bauman & Associates, 6228 Dartle Street, Las Vegas, NV 89130, at such time and date as the parties hereto shall agree orally or in writing (the “**Closing Date**”).

Section 1.3 Restrictions on Shares Transferred or Issued Pursuant to this Agreement. None of the shares to be issued or transferred under this Agreement have been registered and said shares are being issued or transferred pursuant to a specific exemption under the Securities Act, as well as under certain state securities laws for transactions by an issuer not involving any public offering or in reliance on limited federal pre-emption from such state securities registration laws, based on the suitability and investment representations made by the Parties. The aforesaid shares must each be held and may not be sold, transferred, or otherwise disposed of for value unless such securities are subsequently registered under the Securities Act or an exemption from such registration is available. The certificates representing the aforesaid shares will each bear a legend in substantially the following form so restricting the sale of such securities:

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

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

Section 1.7 Appointment of Manager. At the Closing, BONZ shall be appointed Manager of Comstock Goldfields.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF Clark Gold

Clark Gold represents, warrants and agrees that all of the statements in the following subsections of this Article II, pertaining to COMSTOCK GOLDFIELDS, are true and complete as of the date hereof.

Section 2.1 Corporate Organization

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

B. Copies of the formation documents of COMSTOCK GOLDFIELDS, or their equivalent, with all amendments thereto, as of the date hereof (the “**COMSTOCK GOLDFIELDS Charter Documents**”), have been furnished to BONZ, if so requested, and such copies are accurate and complete as of the date hereof. The minute books of COMSTOCK GOLDFIELDS are current as required by law, contain the minutes of all meetings of the COMSTOCK GOLDFIELDS Managers and its Members from its date of formation to the date of this Agreement,

and adequately reflect all material actions taken by the COMSTOCK GOLDFIELDS managers and its members. COMSTOCK GOLDFIELDS is not in violation of any of the provisions of the COMSTOCK GOLDFIELDS Charter Documents.

Section 2.2 Capitalization of COMSTOCK GOLDFIELDS.

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

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

Section 2.3 Shareholders of COMSTOCK GOLDFIELDS. Clark Gold is the only shareholder of COMSTOCK GOLDFIELDS.

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

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

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

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

Section 2.8 Intellectual Property. COMSTOCK GOLDFIELDS represents and warrants that all trademarks and trademark applications, and all patents and patent applications, as set forth in Schedule 2.8, and any trade secrets, and “know-how” held relating to business of COMSTOCK GOLDFIELDS, and all other intangible assets, in COMSTOCK GOLDFIELDS’s possession or that may be reasonably acquired by COMSTOCK GOLDFIELDS any

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

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

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

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

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

Section 2.13 Compliance with Laws and Regulations. To the best of its knowledge, COMSTOCK GOLDFIELDS has complied with all applicable statutes and regulations, except to the extent that noncompliance would not materially and adversely affect the business, operations, properties, assets, or condition of COMSTOCK GOLDFIELDS or except to the extent that noncompliance would not result in the occurrence of any material liability for COMSTOCK GOLDFIELDS. This compliance includes, but is not limited to, the filing of all reports to date with relevant authorities.

Section 2.14 Approval of Agreement. Clark Gold, in its capacity as the Manager of COMSTOCK GOLDFIELDS, has authorized the execution and delivery of this Agreement by COMSTOCK GOLDFIELDS and has approved this Agreement and the transactions contemplated hereby.

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

ARTICLE III

CONDITIONS TO THE OBLIGATIONS OF CLARK GOLD

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

Section 3.1 Agreements and Covenants. BONZ shall have performed and complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with on or prior to the Closing Date.

Section 3.2 Consents and Approvals. All consents, waivers, authorizations and approvals of any governmental or regulatory authority, domestic or foreign, and of any other person, firm or corporation, required in connection with the execution, delivery and performance of this Agreement shall be in full force and effect on the Closing Date.

Section 3.3 No Violation of Orders. No preliminary or permanent injunction or other order issued by any court or governmental or regulatory authority, domestic or foreign, nor any statute, rule, regulation, decree or executive order promulgated or enacted by any government or governmental or regulatory authority, which declares this Agreement invalid in any respect or prevents the consummation of the transactions contemplated hereby, or which materially and adversely affects the assets, properties, operations, prospects, net income or financial condition of BONZ shall be in effect; and no action or proceeding before any court or governmental or regulatory authority, domestic or foreign, shall have been instituted or threatened by any government or governmental or regulatory authority, domestic or foreign, or by any other person or entity, which seeks to prevent or delay the consummation of the transactions contemplated by this Agreement or which challenges the validity or enforceability of this Agreement.

Section 3.4 No Material Adverse Effect. There shall not have been any event, occurrence or development that has resulted in or could result in a Material Adverse Effect on or with respect to BONZ.

Section 3.5 Settlement or Cancellation of BONZ Payables to Former Professionals. Prior management of BONZ has indicated that approximately \$100,000 may be owing to the former attorneys and accountants for BONZ with respect to services allegedly rendered before 2014 (collectively, the "BONZ Insider Claims"). Closing is subject to the settlement or cancellation of the BONZ Insider Claims for no more than an aggregate total of BONZ common stock acceptable to the Parties and the claimants.

ARTICLE IV

CONDITIONS TO THE OBLIGATIONS OF BONZ

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

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

Section 4.2 Agreements and Covenants. Clark Gold shall have performed and complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with on or prior to the Closing Date.

Section 4.3 Consents and Approvals. All consents, waivers, authorizations and approvals of any governmental or regulatory authority, domestic or foreign, and of any other person, firm or corporation, required in connection with the execution, delivery and performance of this Agreement shall be in full force and effect on the Closing Date.

Section 4.4 No Violation of Orders. No preliminary or permanent injunction or other order issued by any court or governmental or regulatory authority, domestic or foreign, nor any statute, rule, regulation, decree or executive order promulgated or enacted by any government or governmental or regulatory authority, which declares this Agreement invalid in any respect or prevents the consummation of the transactions contemplated hereby, or which materially and adversely affects the assets, properties, operations, prospects, net income or financial condition of Clark Gold or COMSTOCK GOLDFIELDS shall be in effect; and no action or proceeding before any court or governmental or regulatory authority, domestic or foreign, shall have been instituted or threatened by any government or governmental or regulatory authority, domestic or foreign, or by any other person or entity, which seeks to prevent or delay the consummation of the transactions contemplated by this Agreement or which challenges the validity or enforceability of this Agreement.

Section 4.5 No Material Adverse Effect. There shall not have been any event, occurrence or development that has resulted in or could result in a Material Adverse Effect on or with respect to Clark Gold or COMSTOCK GOLDFIELDS .

ARTICLE V

SURVIVAL AND INDEMNIFICATION

Section 5.1 Survival of Provisions. The respective representations, warranties, covenants and agreements of each of the parties to this Agreement (except covenants and agreements which are expressly required to be performed and are performed in full on or before the Closing Date) shall expire six (6) months after the Closing Date (the “**Survival Period**”). The right to indemnification, payment of damages or other remedy based on such representations, warranties, covenants, and obligations will not be affected by any investigation conducted with respect to, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant, or obligation. The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, will not affect the right to indemnification, payment of damages, or other remedy based on such representations, warranties, covenants, and obligations.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns; provided that no party shall assign or delegate any of the obligations created under this Agreement without the prior written consent of the other parties.

Section 6.2 Fees and Expenses. Except as otherwise expressly provided in this Agreement, all legal and other fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by each Party, as incurred respectively.

Section 6.3 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been given or made if in writing and delivered personally or 7 days after being sent by registered or certified mail (postage prepaid, return receipt requested) to the parties at the addresses set forth in the Preamble of this Agreement, or to such other persons or at such other addresses as shall be furnished by any party by like notice to the others, and such notice or communication shall be deemed to have been given or made as of the date so delivered or mailed. No change in any of such addresses shall be effective insofar as notices under this Section 6.3

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

Section 6.4 Entire Agreement. This Agreement, together with the exhibits hereto, represents the entire agreement and understanding of the parties with reference to the transactions set forth herein and no representations or warranties have been made in connection with this Agreement other than those expressly set forth herein or in the exhibits, certificates and other documents delivered in accordance herewith. This Agreement supersedes all prior negotiations, discussions, correspondence, communications, understandings and agreements between the parties relating to the subject matter of this Agreement and all prior drafts of this Agreement, all of which are merged into this Agreement. No prior drafts of this Agreement and no words or phrases from any such prior drafts shall be admissible into evidence in any action or suit involving this Agreement.

Section 6.5 Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible so as to be valid and enforceable.

Section 6.6 Titles and Headings. The Article and Section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.

Section 6.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. Fax and PDF copies shall be considered originals for all purposes.

Section 6.8 Convenience of Forum; Consent to Jurisdiction. The parties to this Agreement, acting for themselves and for their respective successors and assigns, without regard to domicile, citizenship or residence, hereby expressly and irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent and subject themselves to the jurisdiction of, the courts of the State of Nevada, and/or the U.S. District Court for Nevada, in each case located in Clark County, Nevada, in respect of any matter arising under this Agreement. Service of process, notices and demands of such courts may be made upon any party to this Agreement by personal service at any place where it may be found or giving notice to such party as provided in Section 6.3.

Section 6.9 Enforcement of the Agreement. The parties hereto agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereto, this being in addition to any other remedy to which they are entitled at law or in equity.

Section 6.10 Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Nevada without giving effect to the choice of law provisions thereof.

Section 6.11 Amendments and Waivers. Except as otherwise provided herein, no amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the parties hereto. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any such prior or subsequent occurrence.

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

CLARK GOLD& COPPER, INC.,

A Wyoming corporation

Per:

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

BONANZA GOLDFIELDS CORP.,

A Nevada corporation

Per:

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

DISCLOSURE SCHEDULE
to the
SHARE EXCHANGE AGREEMENT

By and Between
CLARK GOLD & COPPER INC.

AND
BONANZA GOLDFIELDS CORP.

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

SCHEDULE 2.4

MANAGERS OF COMSTOCK GOLDFIELDS

Clark Gold & Copper Inc.

SCHEDULE 2.8

INTELLECTUAL PROPERTY

None

SCHEDULE 2.9

MATERIAL CONTRACTS

<u>With:</u>	<u>Dated:</u>	<u>Material Terms/Description:</u>
Clark Gold & Copper Inc.	07/06/2017	Option Agreement – Monte Cristo Mine

EXHIBIT 10.02

Agreement dated August 9, 2017 as to Additional Comstock Mining Claims

BONANZA GOLDFIELDS CORP.

6440 Sky Pointe Dr., Ste 140-149

Las Vegas, NV 89131

(702) 357-0777

August 9, 2017

Clark Gold & Copper Inc.
6440 Sky Pointe Dr., Ste 140-412
Las Vegas, NV 89131

Re: Offer to Purchase Additional Patented Mining Claims in the Comstock Mining District,
Virginia City, Storey County, Nevada

Ladies and Gentlemen:

Reference is made to the Share Exchange Agreement dated August 9, 2017 between Bonanza Goldfields Corp., a Nevada corporation ("BONZ") and Clark Gold & Copper, a Wyoming corporation ("Clark Gold"), pursuant to which BONZ is acquiring from Clark Gold all of the issued and outstanding shares of Comstock Goldfields LLC, a Nevada limited liability company ("Comstock Goldfields"). At present, the principal asset of Comstock Goldfields is its Option Agreement dated July 6, 2017 (the "Monte Cristo Option Agreement") to purchase an undivided 50% interest in the Monte Cristo, Sadie and Stone patented mining claims, which constitute the historic Monte Cristo Mine, located in the Comstock Mining District, Virginia City, Storey County, Nevada.

We are aware that Clark Gold anticipates making an offer to purchase additional patented mining claims (the "Additional Claims") located in the Comstock Mining District. The offer may include the assumption by Clark of liens or judgments encumbering the Additional Claims as well as seller take-back financing.

BONZ will assume all such liabilities, each of which shall be a bona fide claim against BONZ for purposes of Section 3(a)(10) of the Securities Act of 1933. Upon the execution and delivery of a definitive purchase and sale agreement for the Additional Claims, BONZ will execute and deliver a written assumption of liability specific to the claims that are being assumed. Upon acquisition of the Additional Claims by Clark Gold, the Additional Claims shall be added to the Monte Cristo Option Agreement subject to an option price to be agreed upon in good faith by Clark Gold and BONZ.

Please sign below and return a copy of this letter to indicate that the foregoing is agreeable.

Sincerely yours,

BONANZA GOLDFIELDS CORP.

By /s/ Barbara McIntyre Bauman
Barbara McIntyre Bauman, President

Accepted and agreed:

CLARK GOLD & COPPER INC.

By /s/ Frederick C. Bauman
Frederick C. Bauman, President

EXHIBIT 10.03

**Amendment No. 2 dated August 9, 2017 to Omnibus Share Exchange
Agreement dated February 27, 2017**

AMENDMENT NO. 2
TO
SHARE EXCHANGE AGREEMENT

This **Amendment No. 2** (this “**Amendment**”) dated August 9, 2017 to **Share Exchange Agreement**, dated as of February 27, 2017, (this “**Agreement**”) by and among **Bonanza Goldfields Corp.**, a Nevada corporation with an address of 6440 Sky Pointe Dr., Ste 140-149, Las Vegas, NV 89131 (“**BONZ**”), **Hondo Minerals Corporation**, a Nevada corporation having an address of 6440 Sky Pointe Dr., Ste 140-149, Las Vegas, NV 89131 (“**HMNC**”), **Middle Verde Development Co., LLC**, an Arizona limited liability company having an address of 6440 Sky Pointe Dr., Ste 140-149, Las Vegas, NV 89131 (“**Middle Verde**”), **Clark Gold & Copper, Inc.**, a Wyoming corporation having an address of 6440 Sky Pointe Dr., Ste 140-149, Las Vegas, NV 89131 (“**Clark Gold**”) and **Clark Copper Mines, LLC**, an Arizona limited liability company having an address of 6440 Sky Pointe Dr., Ste 140-149, Las Vegas, NV 89131 (“**Clark Copper**”), **Searchlight Exploration, LLC**, an Arizona limited liability company having an address of 6440 Sky Pointe Dr., Ste 140-412 (“**Searchlight**”), **Golden Gem Mines, LLC**, a Nevada limited liability company with an address of 6440 Sky Pointe Dr., Ste 140-149, Las Vegas, NV 89131 (“**Golden Gem**”) and **Hercules Mines, LLC**, a Nevada limited liability company with an address of 6440 Sky Pointe Dr., Ste 140-149, Las Vegas, NV 89131 (“**Hercules**”), hereby each join this Agreement as additional Parties. For purposes of this Amendment and the Agreement **BONZ**, **HMNC**, **Middle Verde**, **Clark Gold**, **Clark Copper**, **Searchlight**, **Golden Gem** and **Hercules** are sometimes collectively referred to as the “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS, the Parties entered into the Agreement on February 27, 2017, which was subject to certain closing conditions set forth in Article IV of the Agreement. As of the date of this Amendment, all of the closing conditions have been fulfilled except that approximately \$100,000 of the Insider Claims referred to in Section 5.5 remain unsettled. Specifically, under the 2013 **BONZ** agreement with Gold Star Resources LLC f/k/a Gunner Gold LLC (“**Gold Star**”), **Gold Star** was required to pay \$144,000 claimed by certain former professionals of **BONZ**. However, the claimants state that **Gold Star** only paid approximately \$45,000 leaving an unpaid balance claimed of approximately \$100,000. The other parties to the Agreement are unwilling to close the share exchanges thereunder unless and until the remaining Insider Claims are resolved; and

WHEREAS, **Hercules** and **Clark Copper** are parties to that certain Option Agreement dated April 3, 2017 (the “**Hercules Option Agreement**”) pursuant to which **Hercules** has an option to purchase, inter alia, the portion of the Bullion Beck patented mining claim located south of Tennessee Avenue in the Wallapai Mining District, Chloride, Mohave County, Arizona (the “**Bullion Beck Property**”). The former Hondo Minerals Assay Office, commonly known as 4730 W. Tennessee Ave., Chloride, AZ 86431 (the “**Hondo Assay Office**”), is located on the Bullion Beck Property. The former Hondo Minerals Corporate Offices, commonly known as 4732 W. Tennessee Ave., Chloride, AZ 86431, are located on an adjacent parcel (the “**Hondo Office Parcel**”) identified in Exhibit “A” hereto. The Hondo Office Parcel was sold to a third party on November 2, 2016 to raise funds that were used in the reorganization of **HMNC**. An agreement entered into at the time of the sale (the “**Assay Office Relocation Agreement**”) requires that the Hondo Assay Office, which encroaches six (6’) feet onto the Hondo Office parcel, be relocated within one year of the closing date. The purchasers of the Hondo Office Parcel paid \$19,500 of the purchase price by a Deed of Trust dated November 2, 2016 (the “**Hondo Office Deed of Trust**”), which is presently held by **Middle Verde**; and

WHEREAS, upon the relevant closing under this Agreement, **BONZ** will acquire **Hercules**, which will become a wholly-owned subsidiary of **BONZ**; and

WHEREAS, **BONZ** desires to obtain the use of the Hondo Office Parcel if it becomes available;

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

1. **Assignment of Hondo Office Deed of Trust.** **Middle Verde** hereby assigns the Hondo Office Deed of Trust to **Clark Copper**, which is the present owner of the adjoining Bullion Beck Property.

2. **Amendment of Hercules Option Agreement.** In the event that Clark Copper or another Party to this Agreement obtains ownership of all or part of the Hondo Office Parcel by purchase, rescission, settlement, foreclosure, deed in lieu of foreclosure, or any other lawful means, the definition of "Property" in the Hercules Option Agreement shall be amended to include the Hondo Office Parcel,. The Option Price for the Hondo Office Parcel shall be the greater of cost or \$39,000.
3. **Assumption of Obligations under Assay Office Relocation Agreement.** BONZ hereby assumes all obligations of the Parties under the Assay Office Relocation Agreement.

Except as amended hereby and by the previous amendments thereto, the Agreement shall remain in full force and effect.

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

BONANZA GOLDFIELDS CORP.,
A Nevada corporation

Per:

/S/ Barbara McIntyre Bauman_____
Name: Barbara McIntyre Bauman
Title: President and CEO

HONDO MINERALS CORPORATION,
A Nevada corporation

Per:

/S/ Barbara McIntyre Bauman_____
Name: Barbara McIntyre Bauman
Title: President and CEO

MIDDLE VERDE DEVELOPMENT, LLC
An Arizona limited liability company

Per:

/S/ Frederick C. Bauman_____
Name: Frederick C. Bauman
Title: Manager

CLARK GOLD & COPPER, INC.,
A Wyoming corporation

Per:

/S/ Frederick C. Bauman_____
Name: Frederick C. Bauman
Title: President

CLARK COPPER MINES, LLC,
An Arizona limited liability company

By its manager: SEARCHLIGHT STRATEGIC RESOURCES, LLC,
An Arizona limited liability company
By its manager: MCINTYRE & BAUMAN GROUP, LLC,
An Arizona limited liability company
By its manager: SEARCHLIGHT EXPLORATION, LLC,
An Arizona limited liability company

Per:

/S/ Frederick C. Bauman_____
Name: Frederick C. Bauman
Title: Manager

SEARCHLIGHT EXPLORATION, LLC
An Arizona limited liability company

Per:

/S/ Frederick C. Bauman_____
Name: Frederick C. Bauman
Title: Manager

GOLDEN GEM MINES, LLC
A Nevada limited liability company

By its manager: MIDDLE VERDE DEVELOPMENT, LLC
An Arizona limited liability company

Per:

/S/ Frederick C. Bauman_____
Name: Frederick C. Bauman
Title: Manager

HERCULES MINES, LLC,

An Arizona limited liability company,

By its manager: CLARK COPPER MINES, LLC

By its manager: SEARCHLIGHT STRATEGIC RESOURCES, LLC,

By its manager: McINTYRE & BAUMAN GROUP, LLC,

By its manager: SEARCHLIGHT EXPLORATION, LLC

Per:

/s/ Frederick C. Bauman_____

Name: Frederick C. Bauman

Title: Manager

EXHIBIT "A"
Hondo Office Parcel
Legal Description
Wallapai Mining District
Mohave County, Arizona

LOT 1, 2 AND 3, BLOCK 12, CHLORIDE TOWNSITE, ACCORDING TO THE PLAT THEREOF, RECORDED FEBRUARY 14, 1918, IN THE OFFICE OF THE COUNTY RECORDER OF MOHAVE COUNTY, ARIZONA. TOGETHER WITH THE ALLEYWAY RUNNING ALONG THE EAST SIDE OF LOT 1, BLOCK 12, CHLORIDE TOWNSITE, ACCORDING TO THE PLAT THEREOF, RECORDED FEBRUARY 14, 1918, IN THE OFFICE OF THE COUNTY RECORDER OF MOHAVE COUNTY, ARIZONA, AS SHOWN IN RESOLUTION NO. 2004-535 RECORDED DECEMBER 08, 2004 IN BOOK 5335 OFFICIAL RECORDS, PAGE 664. Commonly known as 4732 W. Tennessee Ave., Chloride, AZ 86431. Now or formerly identified as Mohave County Assessor's Parcel No. 308-06-106B.