

MINERAL PROPERTY PURCHASE AGREEMENT

THIS MINERAL PROPERTY PURCHASE AGREEMENT (this “**Agreement**”) is dated as of the 15th day of August, 2024 (the “**Effective Date**”).

AMONG:

GFG Resources Inc., a company incorporated pursuant to the laws of the Province of British Columbia and having an address at #202-640 Broadway Ave, Saskatoon, Saskatchewan, S7N 1A9

(the “**Vendor**”)

AND:

GFG Resources (US) Inc., a company incorporated pursuant to the laws of the State of Nevada

(“**GFG US**”)

AND:

JMO Exploration (US) Inc., a company incorporated pursuant to the laws of the State of Nevada

(“**JMO US**”; JMO US and GFG US are sometimes referred to individually as a “**Vendor Sub**” and collectively as the “**Vendor Subs**”)

AND:

PGV Patriot Gold Vault Ltd., a company incorporated pursuant to the laws of the Province of British Columbia and having an address at #1500-1055 West Georgia Street, Vancouver, British Columbia V6E 4N7

(the “**Purchaser**”; the Purchaser, Vendor, and Vendor Subs are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”)

WHEREAS:

- A. GFG US is the owner of a 100% interest in and to (i) the five hundred and fifty-seven (557) unpatented lode mining claims described in Schedules A-1 through A-4 attached hereto and by this referenced incorporated in this Agreement (the “**GFG Owned Claims**”), (ii) the leasehold interest under that certain Mining Lease dated June 1, 2003 (the “**Miller Lease**”), affecting the thirty (30) unpatented lode mining claims described in Exhibit A-7 attached to and by this reference incorporated in this Agreement (the “**GFG Leased Claims**”; the GFG Owned Claims and GFG Leased Claims are collectively referred to as the “**GFG Claims**”), and (iii) the leasehold interest under those certain six (6) State of Wyoming Metallic and Non-Metallic Rocks and Mineral Leases (the “**State Leases**”, and together with the Miller Lease, the “**Underlying Agreements**”) affecting

certain fee lands more particularly described in Schedule A-8 attached to and by this reference incorporated in this Agreement (the “**GFG Leased Fee Lands**”), all comprising part of the ‘Rattlesnake Hills Gold Project’, located in the County of Natrona, State of Wyoming, United States;

- B. JMO US is the owner of a 100% interest in and to the ninety-nine (99) unpatented lode mining claims described in Schedules A-5 and A-6 attached to and by this reference incorporated in this Agreement (the “**JMO Claims**”; the GFG Owned Claims and JMO Claims are collectively referred to as the “**Owned Claims**”; the Owned Claims and Leased Claims are collectively referred to as the “**Claims**”), which comprise the remaining part of the ‘Rattlesnake Hills Gold Project’, located in the County of Natrona, State of Wyoming, United States (the Claims, the GFG Leased Fee Lands, and the Underlying Agreements are sometimes collectively referred to as the “**Project**”; the Project, together with all Property Rights, as the term is defined in this Agreement, associated with Project is referred to as the “**Property**”);
- C. The Vendor is the owner of all the issued and outstanding shares in the capital stock of GFG US, and GFG US is the owner of all the issued and outstanding shares in the capital stock of JMO US.
- D. The Vendor and the Purchaser entered into that certain Binding Letter of Intent (Rattlesnake Hills Project) dated May 8, 2024, as amended (the “**Letter of Intent**”), pursuant to which the Vendor agreed to sell to the Purchaser, and the Purchaser agreed to purchase from the Vendor, all of the Vendor’s right, title, and interest (and by extension, all of each Vendor Subs’ right, title, and interest interest) in and to the Project, subject to the permitted encumbrances detailed in Schedule B attached to and by this reference incorporated in this Agreement (the “**Permitted Encumbrances**”); and
- E. The Parties wish to enter into this Agreement in accordance with the terms of the Letter of Intent.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

- 1. **Interpretation.** For the purposes of this Agreement, except as otherwise expressly provided herein:
 - (a) the words “herein”, “hereof”, and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section, clause, subclause or other subdivision or to the Schedules to this Agreement;
 - (b) a reference to a symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of this Agreement so designated;
 - (c) the headings are for convenience only, do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions;
 - (d) the word “including”, when following a general statement, term or matter, is not to be construed as limiting such general statement, term or matter to the specific items or matters set forth or to similar items or matters (whether or not qualified by non-limiting

language such as “without limitation” or “but not limited to” or words of similar import) but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its possible scope;

- (e) where the phrase “to the knowledge of” or phrases of similar import are used in respect of the Parties, it will be a requirement that the Party in respect of whom the phrase is used will have made such due inquiries as is reasonably necessary to enable such Party to make the statement or disclosure;
- (f) unless indicated or stated otherwise, any reference to currency means Canadian currency; and
- (g) words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa.

2. **Schedules.** The following Schedules are attached to and form part of this Agreement:

Schedules A-1 through A-8	Rattlesnake Hills Gold Property Claim and Lease List
Schedule B	Permitted Encumbrances
Schedule C	Form of Deed
Schedule D	Form of Assignment and Assumption Agreement
Schedule E	Form of Bill of Sale
Schedule F	Form of FIRPTA Certificate
Schedule G	Form of Promissory Note and Guarantee

3. **Purchase and Sale of Property.** The Vendor hereby agrees to sell to the Purchaser, and the Purchaser hereby agrees to purchase from the Vendor, all of the Vendor’s right, title and interest in and to the Property (and by extension, each Vendor Subs’ right, title, and interest in and to the Property), subject to the Permitted Encumbrances (the “**Transaction**”). On the Closing Date (as defined in §7) each of the Vendor Subs shall transfer, assign, and convey their respective interests in the Property to a wholly-owned U.S. subsidiary of the Purchaser (the “**Purchaser Sub**”), and the Purchaser Sub shall acquire the Property, free and clear of all liens, security interests, mortgages, charges, encumbrances or other claims of any third party, whether registered or unregistered and whether arising by agreement, statute or otherwise (collectively “**Encumbrances**”), except for the Permitted Encumbrances, and, in the case of the Claims, the paramount title of the United States of America.

4. **Purchase Price.** In consideration of the purchase and sale contemplated in this Agreement, the Purchaser shall pay the Vendor a total purchase price of \$2,700,000 plus the value of the Consideration Shares, as defined in subsection (d) below (collectively, the “**Purchase Price**”), which shall be paid as follows:

- (a) on May 8, 2024, the Purchaser paid to the Vendor, and the Vendor acknowledges receipt of, a non-refundable deposit in the sum of \$250,000 (the “**LOI Deposit**”) in connection with the execution of the Letter of Intent;
 - (b) on the Effective Date, the Purchaser shall pay to the Vendor a non-refundable deposit in the sum of \$250,000 (the “**Deposit**”) in cash or immediately available funds, which shall be non-refundable unless this Agreement is terminated by the Purchaser in accordance with §20(b);
 - (c) on the Closing Date, the Purchaser shall pay to the Vendor the sum of \$1,200,000 (the “**Cash Payment**”) in cash or immediately available funds;
 - (d) on the Closing Date, and subject to §5, the Purchaser shall issue in the name of the Vendor the greater of either (i) 3,000,000 common shares in the capital of the Purchaser (the “**Consideration Shares**”), and (ii) \$600,000 in value of Consideration Shares. The value of the Consideration Shares will be based on the price of the Purchaser’s shares as sold to arm’s length investors in a bona fide sale transaction last preceding the Closing Date or, if the common shares of the Purchaser are listed on a stock exchange, the volume weighted average trading price of the shares for the twenty (20) trading days immediately before the Closing Date; and
 - (e) on the date that is 12 months after the Closing Date, the Purchaser shall pay to the Vendor the sum of \$1,000,000 (the “**Anniversary Cash Payment**”) in cash or immediately available funds, the payment obligation for which shall be evidenced by a promissory note issued by the Purchaser Sub and guaranteed by Purchaser (the “**Promissory Note**”) that will be secured by the Purchaser Sub’s grant of a lien and security interest in the Property to be represented by a deed of trust which shall be recorded against the Property (the “**Deed of Trust**”).
5. **Consideration Shares.** The Consideration Shares will be subject to resale restrictions imposed by applicable securities laws and voluntary hold periods, with one-sixth (approximately 16.67%) of the total shares being released from the resale restriction every three (3) months, starting on the Closing Date (at which point one-sixth of the Consideration Shares will be released) and continuing over fifteen (15) months from the Closing Date, by which time all Consideration Shares will be fully released. The Vendor acknowledges and agrees that the share certificates evidencing the Consideration Shares issuable on the Closing Date will bear restrictive legends to evidence such required and voluntary hold periods. The above release figures are cumulative meaning they are accumulated rights even if the Vendor elects not to sell any Consideration Shares
6. **Additional Payments.** In addition to the payment of the Purchase Price as provided in §4, the Purchaser shall pay to the Vendor the following additional payments:
- (a) The Purchaser agrees that it shall pay to the Vendor all costs and expenses relating to the Property incurred from the effective date of the Letter of Intent on May 8, 2024, through to the Closing Date (the “**Reimbursements**”). The Vendor shall submit a reimbursement invoice (a “**Reimbursement Invoice**”) to the Purchaser monthly detailing all Reimbursements incurred during the preceding calendar month, and the Purchaser agrees that it shall pay the amount detailed in the Reimbursement Invoice to the Vendor within ten (10) business days after receiving the invoice from the Vendor. If this

Agreement is terminated pursuant to §20(b), the Vendor agrees that it shall return to the Purchaser any Reimbursements made by the Purchaser up to the date the Agreement is terminated; and

- (b) If, after the Closing Date, an independent technical report is obtained on any portion of the Property that is prepared in compliance with National Instrument 43-101 Standards of Disclosure for Mineral Projects adopted by the Canadian Securities Administrators (“**NI 43-101**”) which contains an aggregate mineral resource (including the “inferred mineral resource”, as defined in NI 43-101) for the subject property of at least 3,000,000 ounces of gold, the Purchaser shall pay to the Vendor an additional payment determined by multiplying the number of ounces of gold in the reported resources by the sum of \$1.00 (the “**Bonus Payment**”). The Purchaser shall pay the Bonus Payment in either cash or the equivalent value of common shares of the Purchaser, at the election of the Purchaser.
7. **Closing Date.** The closing of the Transaction (the “**Closing**”) shall take place on a date and time agreed upon by the Parties (the “**Closing Date**”), but in no event later than the 120th day from the Effective Date. Closing means the completion of the delivery of the documents, payments, and other items contemplated in §9 and §10. Closing activities shall occur insofar as possible by exchange of electronically signed documents with any required physical deliveries of originals to take place through the offices of McMillan LLP or by other means as agreed upon by the Parties. Immediately following the Closing, the Purchaser shall be responsible for the filing and recording, including the payment of all filing and recording fees associated therewith, of the documents required to effectuate the transfer of the Property as contemplated under this Agreement, including, but not limited to: (i) the recording of the Deed with the Office of the Natrona County Clerk, Wyoming; (ii) the filing of the Deed with the Wyoming State Office of the Bureau of Land Management; (iii) the recording of the Assignment and Assumption Agreement with the Office of the Natrona County Clerk, Wyoming; and (iv) the filing any government forms required to effectuate the transfer of any of the Underlying Agreements or permits. The Purchaser shall promptly file and record the documents and shall promptly delivered conformed copies to the Vendor. The Vendor shall be responsible for the recording of the Deed of Trust with the Office of the Natrona County Clerk, Wyoming, including the payment of any recoding fees associated therewith.
8. **Effect of Closing.** On the Closing Date, the Vendor, through the Vendor Subs, will transfer to the to the Purchaser Sub, all related “**Property Rights**”, if any, which includes all exploration, exploitation and mining licenses, permits, leases, easements, rights-of-way, certificates and other mining interests and approvals obtained by the Vendor or the Vendor Subs, as applicable, before the Closing Date in respect of the Property or any portion thereof, and all geological, geophysical, geochemical and engineering reports, charts, maps and other data and documentation relating to the Property or any portion thereof (collectively, the “**Project Data**”), including prior exploration and development results, work programs or proposed work programs and budgets, pre-feasibility or feasibility studies and reports, valuations, reserve or resource estimates, and similar items, that is has in its possession and is reasonably able to provide.
9. **Closing Deliveries of Vendor.** On the Closing Date, the Vendor or a Vendor Sub, as applicable, shall deliver to the Purchaser:

- (a) a duly executed Deed conveying the Owned Claims in the form attached to this Agreement as Schedule C (the “**Deed**”);
- (b) a duly executed counterpart to the Assignment and Assumption Agreement assigning the rights to the Underlying Agreements in the form attached to this Agreement as Schedule D (the “**Assignment and Assumption Agreement**”);
- (c) a duly executed Bill of Sale assigning the rights to the Project Data and other personal property in the form attached to this Agreement as Schedule E (the “**Bill of Sale**”);
- (d) a certified copy of a resolution of the board of directors of the Vendor approving this Agreement and the Transaction;
- (e) a certified copy of a resolution of the board of directors of each of the Vendor Subs approving this Agreement and the Transaction;
- (f) any written consents required by the Underlying Agreements;
- (g) a certificate executed by each Vendor Sub of its non-foreign status made and executed in compliance with Section 1445 of the Internal Revenue Code in the form attached as Schedule F (the “**FIRPTA Certificate**”);
- (h) a voting support agreement with respect to the Consideration Shares executed by the Vendor (the “**Voting Support Agreement**”), in a form to be prepared by the Purchaser as part of the draft closing documents referenced above under which the Vendor agrees for 12 months following the Closing Date to vote the Consideration Shares with the management of the Purchaser at all shareholders’ meetings, not dividend the Consideration Shares to the Vendor’s shareholders and provide the Purchaser at least five (5) business days’ notice of the Vendor’s intention to sell more than 500,000 Consideration Shares in a single transaction or in a series of connected transactions;
- (i) any and all of the Project Data in the possession or control of the Vendor which has not been previously delivered to the Purchaser;
- (j) the certificates of a senior officer of the Vendor referenced in §12(a) and §12(b) below (the forms of which are to be provided by the Purchaser before Closing); and
- (k) such other documents, certificates, and other instruments, including any government issued forms required to effectuate the transfer of any of the Underlying Agreements or permits, as would be usual in respect of the transaction contemplated by this Agreement, or otherwise in the reasonable opinion of the Purchaser’s counsel, are reasonably necessary for the proper consummation of the Transaction to validly complete the sale and transfer of the Property to the Purchaser as contemplated under this Agreement.

10. **Closing Deliveries of Purchaser.** At Closing, the Purchaser or the Purchaser Sub, as applicable, shall deliver to the Vendor as hereinafter provided:

- (a) the Cash Payment;

- (b) the Consideration Shares as described in §4(d);
- (c) any remaining Reimbursements (as defined in §6(a)) which have not been paid to the Vendor as of the Closing Date;
- (d) a duly executed acknowledgment and assumption agreement (the “**Purchaser Sub Assumption**”), in a form acceptable to the Vendor, acting reasonably, in which the Purchaser Sub acknowledges and agrees to perform its obligations under this Agreement and assumes the obligations of the Purchaser under this Agreement with respect to the Property;
- (e) a certified copy of a resolution of the board of directors of the Purchaser approving this Agreement and the Transaction;
- (f) a certified copy of a resolution of the board of directors of the Purchaser Sub approving this Agreement and the Transaction;
- (g) a duly executed Promissory Note and Guarantee in the form attached to this Agreement as Schedule G;
- (h) a duly executed Deed of Trust in a form satisfactory to the Vendor, acting reasonably;
- (i) a duly executed counterpart of the Assignment and Assumption Agreement;
- (j) a duly executed counterpart of the Voting Support Agreement;
- (k) the certificates of a senior officer of the Purchaser referenced in §13(a) and §13(c) below (the forms of which are to be provided by Vendor before Closing); and
- (l) such other documents, certificates, and other instruments, including any government issued forms required to effectuate the transfer of any of the Underlying Agreements, as would be usual in respect of the transaction contemplated by this Agreement, or otherwise in the reasonable opinion of the Vendor’s counsel, are reasonably necessary for the proper consummation of the Transaction to validly complete the sale and transfer of the Property to the Purchaser as contemplated under this Agreement.

11. **Assumption of Reclamation Obligations and Bond Release.** The Purchaser or the Purchaser Sub shall assume all reclamation obligations associated with the Vendor’s Wyoming Department of Environmental Quality (“**WDEQ**”) License 289LE (“**License 289EQ**”), ensuring that such assumption enables WDEQ to release the Vendor’s bond associated with License 289EQ (the “**Bond**”). To effectuate this assumption and secure the full release of the Bond to the Vendor, the Purchaser or the Purchaser Sub, as applicable, shall: (a) execute, deliver, and submit all documents, certificates, and instruments, apply for any required permits or licenses (including, but not limited to, a new WDEQ license to explore covering the same lands subject to License 289EQ), and complete any necessary government forms, such as the WDEQ Reclamation Liability Assumption, which are necessary to formally assume all of the Vendor’s reclamation obligations under License 289EQ and to obtain the full release of the Bond to the Vendor; and (b) comply with any additional reasonable requirements set forth by WDEQ to complete the assumption of obligations and facilitate the full release of the Bond to the Vendor. The Purchaser or Purchaser

Sub shall complete all actions contemplated under this §11 which are reasonably necessary for the full release of the Bond to the Vendor within ninety (90) days of Closing, unless WDEQ requirements necessitate a longer period. The Vendor agrees to cooperate reasonably with the Purchaser or Purchaser Sub in this process, including providing any necessary information or documentation within its possession to facilitate the assumption of obligations and Bond release as contemplated under this §11.

12. **Purchaser's Conditions Precedent.** The obligation of the Purchaser to complete the transactions contemplated herein shall be subject to the satisfaction of, or compliance with, at or before the Closing Date, each of the following conditions precedent (each of which is hereby acknowledged to be inserted for the exclusive benefit of the Purchaser and may be waived by it in whole or in part):

- (a) All of the representations and warranties of the Vendor made in this Agreement shall be true and correct in all material respects as at the Effective Date and with the same effect as if made at and as of the Closing Date (except (i) those representations and warranties that address matters only as of a particular date or only with respect to a specific period of time, which need only be true and accurate as of such date or with respect to such period, and (ii) as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted by this Agreement and the Purchaser shall have received a certificate from a senior officer of Vendor confirming such matters);
- (b) The Vendor shall have performed or complied with, in all material respects, all its obligations, covenants and agreements under this Agreement and the Purchaser shall have received a certificate from a senior officer of the Vendor confirming such matters;
- (c) There shall not be pending or threatened any action or claim by any governmental authority or any other person to enjoin, restrict or prohibit the Transaction or to prevent or restrain the Purchaser from exploring, developing or exploiting the Property;
- (d) At the Closing Date, there shall be in place arrangements reasonably satisfactory to the Purchaser providing for the release of all Encumbrances, if any, against the Property except for the Permitted Encumbrances;
- (e) The Purchaser shall have received at or before Closing the documents and other items referred to in §9 hereto; and
- (f) Since the date of this Agreement, there shall not have occurred a material adverse change to the Property.

13. **Vendor's Conditions Precedent.** The obligation of the Vendor to complete the Transaction shall be subject to the satisfaction of, or compliance with, at or before the Closing Date, each of the following conditions precedent (each of which is hereby acknowledged to be inserted for the exclusive benefit of the Vendor and may be waived by it in whole or in part) which conditions precedent must continue to be true at the Closing Date:

- (a) All of the representations and warranties of the Purchaser made in this Agreement shall be true and correct in all material respects as at the Effective Date and with the same

effect as if made at and as of the Closing Date (except (i) those representations and warranties that address matters only as of a particular date or only with respect to a specific period of time, which need only be true and accurate as of such date or with respect to such period, and (ii) as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted by this Agreement), and the Vendor shall have received a certificate from a senior officer of the Purchaser confirming such matters;

- (b) All of the representations and warranties of Purchaser Sub provided in §16 shall be true and correct in all material respects as of the Closing Date, and the Vendor shall have received a certificate from a senior officer of the Purchaser Sub confirming such matters;
- (c) The Purchaser shall have performed or complied with, in all material respects, all of its obligations, covenants and agreements under this Agreement and the Vendor shall have received a certificate from a senior officer of the Purchaser confirming such matters;
- (d) There shall not be pending or threatened any action or claim by any governmental authority or any other person to enjoin, restrict or prohibit the Transaction;
- (e) There shall be no material lawsuits or, to the knowledge of the Purchaser, material threatened lawsuits, or other material liabilities with respect to the Purchaser that are not otherwise disclosed to the Vendor prior to the Closing Date;
- (f) There shall be no cease trade order in effect issued by one or more of the provincial securities regulators in Canada that cease or suspend trading in the securities of the Purchaser or otherwise prohibit the sale or issuance of the Consideration Shares by the Purchaser or any of its affiliates;
- (g) The Vendor shall have received at or before the Closing Date the payments, documents, and other items referred to in §10 hereto;
- (h) Since the date of this Agreement, there shall not have occurred a material adverse change to the assets or business of the Purchaser.

14. **Vendor's Representations and Warranties.** The Vendor and the Vendor Subs, as applicable, represents and warrants to the Purchaser that, as at the date of this Agreement and as at the Effective Date which shall also be true at the Closing Date:

- (a) The Vendor is a corporation duly incorporated, duly organized and validly existing under the *Business Corporations Act* (British Columbia) and is in good standing with respect to the filing of annual reports;
- (b) Each of the Vendor Subs is a corporation duly incorporated, duly organized and validly existing under the laws of the State of Nevada and is in good standing with respect to the filing of annual reports;
- (c) The Vendor and each of the Vendor Subs has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations hereunder; the execution and delivery of this Agreement and the consummation of the sale and transfer

of the Property have been duly authorized by all necessary corporate action on the part of the Vendor;

- (d) The Vendor and each of the Vendor Subs is not a party to, bound or affected by or subject to any indenture, mortgage, lease, note, agreement or instrument, charter or article provision, statute, regulation, order, judgement, decree or law which would be violated, contravened or breached by, or under which any default would occur (or which would give rise to any right of termination, cancellation or acceleration thereunder) as a result of the execution and delivery by it of this Agreement or the consummation of the transactions contemplated in this Agreement;
- (e) This Agreement constitutes a valid and binding obligation of the Vendor and each of the Vendor Subs, enforceable against it in accordance with its terms, provided that enforcement may be limited by bankruptcy, insolvency, liquidation and other similar laws generally affecting enforceability of creditor's rights and that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought;
- (f) There is no requirement for the Vendor or any of the Vendor Subs to make any filing with, give any notice to or to obtain any licence, permit, certificate, registration, authorization, consent or approval of, any governmental authority or stock exchange as a condition to the execution of this Agreement or the lawful consummation of the Transaction;
- (g) Except pursuant to the Underlying Agreements, and except as required in respect of any government permits, rights, or leases comprising part of the Underlying Agreements, no prior notice to or consent or approval from any party is required in order for Vendor or the Vendor Subs to execute this Agreement or lawfully consummate the Transaction. There is no contractual obligation under any agreement, instrument or relating to the Property to which Vendor or a Vendor Sub is a party, beneficially entitled, bound under or subject to, to give any minimum period of prior notice to, or to obtain the consent or approval of, any party to such agreement, instrument or commitment relating to the execution of the Agreement or the sale and transfer of the Property to the Purchaser Sub, which will not have been obtained;
- (h) The decision to execute this Agreement and acquire the Consideration Shares has not been based upon any oral or written representation as to fact or otherwise made by or on behalf of the Purchaser;
- (i) The Vendor and the Vendor's advisor(s) have had a reasonable opportunity to ask questions of and receive answers from the Purchaser in connection with the distribution of the Consideration Shares hereunder, and to obtain additional information, to the extent possessed or obtainable without unreasonable effort or expense, necessary to verify the accuracy of the information about the Purchaser;
- (j) Any resale of the Consideration Shares by the Vendor shall be subject to resale restrictions contained in the securities laws applicable to the Purchaser, and it is the responsibility of the Vendor to find out what those restrictions are and to comply with such restrictions before selling any of the Consideration Shares;

- (k) The Vendor consents to the placement of a legend or legends on any certificate or other document evidencing any of the Consideration Shares setting forth or referring to the restrictions on transferability and sale thereof contained in this Agreement or otherwise required by law or regulation, with such legend(s) to be substantially as follows:

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER CONTAINED IN THE MINERAL PROPERTY PURCHASED AGREEMENT DATED AUGUST [●], 2024 BETWEEN GFG RESOURCES INC. AND THE ISSUER.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THE SECURITIES REPRESENTED HEREBY MUST NOT TRADE THE SECURITIES BEFORE THE DATE THAT IS FOUR MONTHS AND A DAY AFTER THE LATER OF (I) [insert Closing Date] AND (II) THE DATE THAT THE ISSUER BECOMES A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY IN CANADA;

- (l) The Vendor or a Vendor Sub, as applicable, is the sole legal and beneficial owner of an undivided 100% interest in and to the Property, subject to the Underlying Agreements and the paramount title of the United States with respect to the unpatented mining claims comprising part of the Property;
- (m) The Property is accurately described in in Schedules A-1 through A-8 hereto;
- (n) To the best of Vendor's and each Vendor Sub's knowledge, the Claims comprising part of the Property were properly staked, recorded and filed with appropriate governmental agencies, and (i) each mining claim is in good standing with the Bureau of Land Management; (ii) all governmental fees have been paid and all filings required to maintain each of the Claims in good standing have been properly and timely recorded, filed, or paid with the appropriate governmental agencies; and (ii) there are no senior conflicting claims held by a third-party which affect the validity of the Claims. The Vendor and the Vendor Subs make no representation or warranty regarding the discovery of valuable minerals on the federal public lands within the boundaries of the Claims;
- (o) The Property is free and clear of all Encumbrances, except Permitted Encumbrances, and, to the best of the Vendor's knowledge, there is no adverse claim or challenge to ownership of any of the Claims, and other than to the Purchaser there are no outstanding rights or options to acquire or purchase any of the Property or any third-party royalties, net profits interests, or similar interests relating to the Property, other than the Permitted Encumbrances;
- (p) The Vendor each of the Vendor Subs has the right to enter into this Agreement and to sell its respective interest in the Property in accordance with the terms of this Agreement. To the best of the Vendor's knowledge, there are no disputes over title to the Property, and subject to the Permitted Encumbrances, no person other than the Purchaser has any interest in the Property or the Purchaser's unrestricted right to explore, develop or

produce minerals at or from the Property (subject to applicable law), or any right to acquire any such interest;

- (q) There is no outstanding order or direction relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the Property and the conduct of any operations related thereto, and the Vendor has not received any notice of same and is not aware of any basis on which any such order or direction could be made;
- (r) To the best of the Vendor's and each Vendor Sub's knowledge, there has been no spill, discharge, deposit, leak, emission or other release of any hazardous substance on, into, under or affecting the Property and no hazardous substance is stored in any type of container on, in or under the Property;
- (s) The Vendor and each of the Vendor Subs, as applicable, has complied with all laws applicable to the Property or its activities thereon and, without limiting the generality of the foregoing, it has not used any part of the Property, or permitted any part of the Property to be used to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce or process hazardous substances, and, to the best of the Vendor's knowledge and belief, neither has any other person; and no mineral claim is the subject of any investigation by any governmental authority evaluating whether any remedial action is needed to respond to a release of any hazardous substance into the environment;
- (t) The Vendor's and each of the Vendor Subs' ownership of its respective interest in the Property, as applicable, is in compliance with, is not in default or violation in any material respect under, and the Vendor and each of the Vendor Subs has not been charged with or received any notice at any time of any material violation of any statute, law, ordinance, regulation, rule, decree or other applicable regulation in connection with the Vendor or each Vendor Sub's ownership of the Property;
- (u) The Vendor and each of the Vendor Subs, as applicable, has duly filed all reports and returns required to be filed with governmental authorities and has obtained all governmental permits and other governmental consents required to conduct its activities on the Property as it is currently being conducted, except as may be required after the execution of this Agreement, and all of such permits and consents, if any, are in full force and effect, and no proceedings for the suspension or cancellation of any of them, and no investigation relating to any of them, is pending or to the knowledge of the Vendor, threatened, and none of them shall be adversely affected by the entry into this Agreement; and
- (v) The Vendor and each of the Vendor Subs, as applicable, has held its respective interest in the Property in material compliance with all laws, rules, statutes, ordinances, orders and regulations and the Vendor and the Vendor Subs, as applicable, has not received any notice of any violation thereof, nor is the Vendor or a Vendor Sub aware of any valid basis therefore.

15. **Purchaser's Representations and Warranties.** The Purchaser represents and warrants to the Vendor that, as at the date of this Agreement and as at the Closing Date:

- (a) The Purchaser is a corporation duly incorporated, duly organized and validly existing under the *Business Corporations Act* (British Columbia) and is in good standing with respect to the filing of annual reports;
- (b) The Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations hereunder; the execution and delivery of this Agreement and the issuance of the Consideration Shares in consideration for the purchase and transfer of the Property have been duly authorized by all necessary corporate action on the part of the Purchaser;
- (c) The Purchaser is not a party to, bound or affected by or subject to any indenture, mortgage, lease, note, agreement or instrument, charter or article provision, statute, regulation, order, judgement, decree or law which would be violated, contravened or breached by, or under which any default would occur (or which would give rise to any right of termination, cancellation or acceleration thereunder) as a result of the execution and delivery by it of this Agreement or the consummation of the transactions contemplated in this Agreement;
- (d) This Agreement constitutes a valid and binding obligation of the Purchaser enforceable against it in accordance with its terms, provided that enforcement may be limited by bankruptcy, insolvency, liquidation and other similar laws generally affecting enforceability of creditor's rights and that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought;
- (e) There is no requirement for the Purchaser to make any other filing with, give any notice to or to obtain any license, permit, certificate, registration, authorization, consent or approval of, any governmental authority or stock exchange as a condition to the execution of this Agreement or the lawful consummation of the Transaction;
- (f) No prior notice to or consent or approval from any party is required in order for the Purchaser to execute this Agreement or lawfully consummate the Transaction. There is no contractual obligation under any agreement or instrument to which the Purchaser is a party, beneficially entitled, bound under or subject to, to give any minimum period of prior notice to, or to obtain the consent or approval of, any party to such agreement, instrument or commitment relating to the execution of the Agreement, the purchase of the Property or the issuance of the Consideration Shares;
- (g) The Consideration Shares shall, on issuance, be duly authorized and validly allotted and issued as fully paid and non-assessable and shall rank *pari passu* in all respects with all other issued and outstanding common shares of the Purchaser and shall only be subject to such trading and resale restrictions which may be imposed by applicable securities laws;
- (h) The Purchaser has conducted and is conducting its business in all material respects in full compliance with all applicable laws;
- (i) No order ceasing or suspending trading in the securities of the Purchaser or prohibiting the sale or issuance of the securities by the Purchaser is currently in effect and to the best

of the Purchaser's knowledge, information and belief, no proceedings for this purpose have been instituted, are pending, contemplated or threatened;

- (j) The Purchaser is not "insolvent", as that term is defined in the *Business Corporations Act* (British Columbia); and
- (k) The Purchaser is not a party to any material investigation, prosecution, litigation, legal proceeding, arbitration, mediation or any other form of dispute resolution, and to the best of its knowledge no such material proceedings are pending or threatened and there is no circumstance or fact that is likely to give rise to any such material proceedings.

16. **Purchaser Sub's Representations and Warranties.** The Purchaser Sub shall represent and warrant to the Vendor that, as of the Closing Date:

- (a) The Purchaser Sub shall be a corporation duly incorporated, duly organized and validly existing under the United States justification of incorporation, and will be in good standing with respect to the filing of annual reports;
- (b) The Purchaser Sub shall have all necessary corporate power, authority and capacity to enter into execution and enter into the documents and agreements it is required to enter into and perform under the terms of this Agreement, including the Promissory Note and Guarantee and the Deed of Trust;
- (c) The Purchaser Sub shall have conducted and shall be conducting its business in all material respects in full compliance with all applicable laws; and
- (d) The Purchaser Sub shall not be a party to any material investigation, prosecution, litigation, legal proceeding, arbitration, mediation or any other form of dispute resolution, and to the best of its knowledge no such material proceedings are pending or threatened and there shall be no circumstance or fact that will likely give rise to any such material proceedings.

17. **Anti-Money Laundering Laws.** Each Party represents and warrants that such Party: (a) is not under investigation for, has not been charged with, or has not been convicted of, money laundering, drug trafficking, terrorist-related activities, any crimes which in the United States would be predicate crimes to money laundering, or any violation of any Anti-Money Laundering Laws; (b) has not been assessed civil or criminal penalties under any Anti-Money Laundering Laws; or (c) has not had any of its funds seized or forfeited in any action under any Anti-Money Laundering Laws. Notwithstanding anything to the contrary in this Agreement, the Parties immediately shall comply with any request or demand for information by any federal law enforcement agency with respect to any violation or suspected violation of the USA Patriot Act of 2001. For the purpose of this Section, "**Anti-Money Laundering Laws**" means those laws, rules, regulations, orders and sanctions, state and federal, criminal and civil, that (1) limit the use of or seek the forfeiture of proceeds from illegal transactions; (2) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotic dealers or otherwise engaged in activities contrary to the interests of the United States; (3) require identification and documentation of the parties with whom a financial institution conducts business; or (4) are designed to disrupt the flow of funds to terrorist organizations. Anti-Money Laundering Laws specifically include, without limitation, the USA Patriot Act of 2001.

18. **Covenants.** Without in any way limiting any other obligations of the Parties under this Agreement, on or before the Closing Date (the “**Pre-Closing Period**”):

- (a) each of the Parties shall conduct their business only in the ordinary and normal course consistent with past practice and shall not, without the prior written consent of the other Party, enter into any transaction or refrain from taking any action that, if effected before the date of this Agreement, would constitute a breach of any of its representations, warranties, covenants or other obligations contained herein;
- (b) the Vendor and each of the Vendor Subs shall use its best efforts to preserve intact the Property and to promote and preserve for the Purchaser the goodwill of suppliers, service providers and others having business relations with the Vendor in relation to the Property;
- (c) the Vendor and each of the Vendor Subs shall afford the Purchaser and its authorized representatives unrestricted access to the Property;
- (d) The Vendor and each of the Vendor Subs, as applicable, must keep the Claims and property leases comprising the Property in good standing; and
- (e) the Vendor and each Vendor Sub, as applicable, shall pay and discharge its liabilities relating to the Property in the ordinary course in accordance and consistent with its previous practice.

In furtherance thereof, without limiting the foregoing, during the Pre-Closing Period, the Vendor and each of the Vendor Subs shall not do any of the following without the prior written consent of the Purchaser:

- (a) sell or dispose of any portion of the Property;
- (b) initiate, settle or agree to settle any claim, litigation, action or proceeding with respect to the Property;
- (c) except as contemplated herein, terminate or make any material amendment to the Underlying Agreements; or
- (d) agree or commit to do any of the foregoing.

19. **Survival of Representations and Warranties.** The representations and warranties of the Parties and the Purchaser Sub in this Agreement shall survive the completion of the Transaction and shall continue in full force and effect for a period of 24 months following the Closing. Such representations and warranties shall apply to all assignments, conveyances, transfers and documents delivered in connection with this Agreement, and there shall not be any merger of any representations and warranties in such assignments, conveyances, transfers or documents notwithstanding any rule of law, equity or statute to the contrary and all such rules are hereby waived. Each Party shall indemnify and save harmless the other from and against any loss, damages, actions and costs arising from the respective representations and warranties given hereunder or pursuant to this Agreement being incorrect or breached.

20. **Termination.** This Agreement may be terminated at any time before the Closing Date:
- (a) by mutual written consent of the Purchaser and the Vendor;
 - (b) by the Purchaser, upon written notice to the Vendor (specifying in reasonable detail the circumstances giving rise to the Purchaser's right to terminate) if the Vendor is in material breach of any covenant, representation, or warranty under this Agreement, and such breach has not been waived or cured on or prior to the Closing Date;
 - (c) by the Vendor, upon written notice to the other Parties (specifying in reasonable detail the circumstances giving rise to that Vendor's right to terminate) if the Purchaser is in material breach of any covenant, representation, or warranty under this Agreement, and such breach has not been waived or cured on or prior to the Closing Date; or
 - (d) by the Purchaser or Vendor if the Closing has not occurred (other than through the failure of the Party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before 5:00 p.m. (Pacific Time) on the 120th day from the Effective Date, or such later date as may be agreed to by the Parties in writing.
21. **Effect of Termination.** Each Party's right of termination under §20 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated pursuant to §20, all further obligations of the Parties under this Agreement will terminate, except that the obligations in §4(b) (Purchase Price) with respect to the return of the Deposit to the Purchaser if the Agreement is terminated pursuant to §20(b), §6(a) (Reimbursements) with respect to the return of the Reimbursements to the Purchaser if the Agreement is terminated pursuant to §20(b), §22 (Confidentiality) and §27 (Costs) will survive; provided, however, that if this Agreement is terminated by a Party because of a material breach of a representation or warranty, covenant, obligation or other provision of this Agreement by the other Party, the terminating Party's right to pursue all legal remedies with respect to such breach will survive such termination unimpaired. Upon termination, the Parties agree to execute and deliver a recordable release and termination of this Agreement.
22. **Confidentiality.** All documents and information (collectively, "**Confidential Information**") received by the Purchaser from the Vendor or vice versa, and their respective directors, officers, employees, financial advisors, legal counsel and agents (collectively, the "**Representatives**"), will be treated by the Parties as confidential and will not be disclosed to any other person by the Purchaser or the Vendor, except to their respective Representatives and will not be used for any purpose whatsoever by the Purchaser or the Vendor, other than for the purposes of the Transaction. No Party will disclose the terms of this Agreement to any other person (other than such Party's Representatives on a need-to-know basis who have agreed in writing or who by the nature or the terms of their retainer, engagement or employment are under a duty to keep such terms confidential and to use the information only for the need-to-know basis upon which the information was provided, and for whom such Party will be liable as a result of any breach of such obligation of confidentiality), except in order to comply with any applicable law (including the requirements of securities regulatory authorities and applicable stock exchange); provided that, in the event that the Purchaser or the Vendor receives a request or is legally required to disclose Confidential Information, it will notify the other Party of such request or requirement and the

other Party may, at its own expense, seek to obtain any protective order to prevent or limit such disclosure. The Parties will be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation; provided further that, all monetary damages will be limited to actual direct damages. In the event of termination of this Agreement, the Parties agree to immediately return or destroy all Confidential Information and any summaries thereof, except for electronic copies of the same that are impracticable to destroy, which will continue to be subject to the foregoing provisions of this §22. Notwithstanding the foregoing, “**Confidential Information**” will not include information that: (i) was already in the public domain at the time furnished or that subsequently becomes part of the public domain through no act or omission by a Party or its Representatives in violation of this Agreement or any other confidentiality obligation; (ii) was in a recipient Party’s possession at the time furnished and was not directly or indirectly acquired by the recipient Party under an obligation of confidence owed directly or indirectly to the disclosing Party (whether arising by way of contract, legal, equitable or fiduciary obligation or otherwise); or (iii) was acquired by the recipient Party on a non- confidential basis from a source other than the disclosing Party or its Representatives (provided that the source is not, to the recipient Party’s knowledge, bound by a confidentiality agreement with the disclosing Party or any of its Representatives).

23. **Notice.** Each notice, demand or other communication required or permitted to be given to a Party under this Agreement shall be in writing and shall be delivered to such Party at the address for such Party specified on the first page of this Agreement or to such email address as may be provided by one Party to the other from time to time. The date of receipt by a Party of any notice, demand or other communication shall be the date of delivery thereof if delivered or, if given by electronic means, shall be deemed conclusively to be the next business day. Either Party may at any time, and from time to time, notify the other Party, in writing, of a change of address and the new address to which notice shall be given to it thereafter until further change, if any.
24. **Currency.** Except as stated or indicated otherwise, all dollar amounts referred to in this Agreement are in lawful money of Canada.
25. **All Further Acts.** Each of the Parties shall do any and all such acts and shall execute any and all such documents as may be reasonably necessary from time to time to give full force and effect to the provisions and intent of this Agreement. Each Party shall, at any time and from time to time after the date hereof, upon the other’s request, execute, acknowledge and deliver, or cause to be executed and delivered, all further documents or instruments necessary to effect the transactions contemplated in this Agreement.
26. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and replaces and supersedes all agreements, memoranda, correspondence, communications, negotiations and representations, including the Letter of Intent, whether verbal or express or implied, statutory or otherwise, between the Parties with respect to the subject matter herein.
27. **Costs.** Except as stated otherwise in this Agreement, each of the Purchaser and the Vendor shall pay their own respective costs and expenses (including all legal, accounting, financial advisory fees and other costs and expenses) in connection with the Transaction, including but not limited to expenses related to the negotiation, preparation, execution and delivery of this Agreement and all other documents and instruments prepared or executed in connection herewith.

28. **Assignment.** Other than as set out in section, no Party shall assign any right, benefit or interest in this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld. The Purchaser may assign this Agreement and its rights hereunder to a reporting issuer listed on either the TSX Venture Exchange or the Canadian Securities Exchange, provided that the Purchaser obtains the Vendor's prior written consent, which consent may not be unreasonably withheld.
29. **Enurement.** This Agreement shall enure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.
30. **Amendment.** This Agreement may be amended or supplemented only by a written agreement signed by each Party.
31. **Waiver.** Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless granted in writing and signed by an authorized representative of the waiving Party
32. **Time of Essence.** Time is of the essence hereof.
33. **Severance.** In the event that any provision or part of this Agreement is determined by any court or other judicial or administrative body to be illegal, null, void, invalid or unenforceable, that provision shall be severed to the extent that it is so declared and the other provisions of this Agreement shall continue in full force and effect.
34. **Governing Laws.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming and the federal laws of United States applicable therein. The Parties irrevocably submit to the exclusive jurisdiction of and venue in the courts of the State of Wyoming with respect to any legal action or proceedings to construe or enforce this Agreement. The prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees and costs.
35. **Counterparts and Electronic Means.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy shall be deemed to constitute execution and delivery of this Agreement as of the day and year first written above.

[Signature page follows.]

SCHEDULE A-1

RATTLESNAKE HILLS GOLD PROPERTY CLAIM AND LEASE LIST

Description of Rattlesnake Claims

The following three hundred and sixty-two (362) unpatented lode mining claims situated owned by Vendor's wholly-owned subsidiary, GFG Resources (US) Inc., a Nevada corporation, situated in Natrona County, Wyoming:

#	Claim Name	Location Date	County Reception No.	BLM Legacy Serial No.
1	RH 1	6/3/2008	848310	WMC294460
2	RH 2	6/3/2008	848311	WMC294461
3	RH 3	6/3/2008	848312	WMC294462
4	RH 4	6/3/2008	848313	WMC294463
5	RH 5	6/3/2008	848314	WMC294464
6	RH 6	6/3/2008	848315	WMC294465
7	RH 7	6/3/2008	848316	WMC294466
8	RH 8	6/3/2008	848317	WMC294467
9	RH 9	6/3/2008	848318	WMC294468
10	RH 10	10/18/2008	856245	WMC296477
11	RH 11	10/18/2008	856244	WMC296478
12	RH 12	6/3/2008	848321	WMC294471
13	RH 13	6/1/2008	848322	WMC294472
14	RH 14	6/1/2008	848323	WMC294473
15	RH 15	6/1/2008	848324	WMC294474
16	RH 16	6/1/2008	848325	WMC294475
17	RH 17	6/1/2008	848326	WMC294476
18	RH 18	6/1/2008	848327	WMC294477

19	RH 19	6/1/2008	848328	WMC294478
20	RH 20	6/1/2008	848329	WMC294479
21	RH 21	6/1/2008	848330	WMC294480
22	RH 22	6/2/2008	848331	WMC294481
23	RH 23	6/2/2008	848332	WMC294482
24	RH 24	6/2/2008	848333	WMC294483
25	RH 25	6/2/2008	848334	WMC294484
26	RH 26	6/2/2008	848335	WMC294485
27	RH 27	6/2/2008	848336	WMC294486
28	RH 28	6/2/2008	848337	WMC294487
29	RH 29	6/2/2008	848338	WMC294488
30	RH 30	6/2/2008	848339	WMC294489
31	RH 31	6/2/2008	848340	WMC294490
32	RH 32	6/2/2008	848341	WMC294491
33	RH 33	6/2/2008	848342	WMC294492
34	RH 34	6/2/2008	848343	WMC294493
35	RH 35	6/2/2008	848344	WMC294494
36	RH 36	10/18/2008	856246	WMC296479
37	RH 37	10/18/2008	856247	WMC296480
38	RH 38	10/18/2008	856248	WMC296481
39	RH 39	10/18/2008	856249	WMC296482
40	RH 40	10/18/2008	856250	WMC296483
41	RH 41	10/18/2008	856251	WMC296484
42	RH 42	10/18/2008	856252	WMC296485
43	RH 43	10/18/2008	856253	WMC296486

44	RH 44	10/18/2008	856254	WMC296487
45	RH 45	10/18/2008	856255	WMC296488
46	RH 46	10/18/2008	856256	WMC296489
47	RH 47	10/18/2008	856257	WMC296490
48	RH 48	10/18/2008	856258	WMC296491
49	RH 49	10/18/2008	856259	WMC296492
50	RH 50	10/18/2008	856260	WMC296493
51	RH 51	10/18/2008	856261	WMC296494
52	RH 52	10/18/2008	856262	WMC296495
53	RH 53	10/18/2008	856263	WMC296496
54	RH 54	10/18/2008	856264	WMC296497
55	RH 55	10/17/2008	856265	WMC296498
56	RH 56	10/17/2008	856266	WMC296499
57	RH 57	10/17/2008	856267	WMC296500
58	RH 58	10/17/2008	856268	WMC296501
59	RH 59	10/17/2008	856269	WMC296502
60	RH 60	10/17/2008	856270	WMC296503
61	RH 69	10/19/2008	856279	WMC296512
62	RH 70	10/19/2008	856280	WMC296513
63	RH 71	10/19/2008	856281	WMC296514
64	RH 72	10/19/2008	856282	WMC296515
65	RH 73	10/19/2008	856283	WMC296516
66	RH 74	10/19/2008	856284	WMC296517
67	RH 75	10/19/2008	856285	WMC296518
68	RH 76	10/19/2008	856286	WMC296519

69	RH 77	10/19/2008	856287	WMC296520
70	RH 78	10/19/2008	856288	WMC296521
71	RH 79	10/19/2008	856289	WMC296522
72	RH 80	10/19/2008	856290	WMC296523
73	RH 81	10/19/2008	856291	WMC296524
74	RH 82	10/19/2008	856292	WMC296525
75	RH 83	10/19/2008	856293	WMC296526
76	RH 84	10/19/2008	856294	WMC296527
77	RH 85	10/19/2008	856295	WMC296528
78	RH 86	10/18/2008	856296	WMC296529
79	RH 87	10/18/2008	856297	WMC296530
80	RH 88	10/18/2008	856298	WMC296531
81	RH 89	10/18/2008	856299	WMC296532
82	RH 90	10/18/2008	856300	WMC296533
83	RH 91	10/18/2008	856301	WMC296534
84	RH 92	10/18/2008	856302	WMC296535
85	RH 93	10/18/2008	856303	WMC296536
86	RH 94	10/18/2008	856304	WMC296537
87	RH 95	10/18/2008	856305	WMC296538
88	RH 96	10/18/2008	856306	WMC296539
89	RH 97	10/18/2008	856307	WMC296540
90	RH 98	10/18/2008	856308	WMC296541
91	RH 99	10/18/2008	856309	WMC296542
92	RH 100	10/18/2008	856310	WMC296543
93	RH 101	10/18/2008	856311	WMC296544

94	RH 102	10/18/2008	856312	WMC296545
95	RH 103	10/16/2008	856313	WMC296546
96	RH 104	10/16/2008	856314	WMC296547
97	RH 105	10/16/2008	856315	WMC296548
98	RH 106	10/16/2008	856316	WMC296549
99	RH 107	10/16/2008	856317	WMC296550
100	RH 108	10/16/2008	856318	WMC296551
101	RH 109	10/16/2008	856319	WMC296552
102	RH 110	10/16/2008	856320	WMC296553
103	RH 111	10/16/2008	856321	WMC296554
104	RH 112	10/16/2008	856322	WMC296555
105	RH 113	10/16/2008	856323	WMC296556
106	RH 114	10/16/2008	856324	WMC296557
107	RH 115	10/16/2008	856325	WMC296558
108	RH 116	10/16/2008	856326	WMC296559
109	RH 117	10/16/2008	856327	WMC296560
110	RH 118	10/16/2008	856328	WMC296561
111	RH 119	10/16/2008	856329	WMC296562
112	RH 120	10/13/2008	856330	WMC296563
113	RH 121	10/13/2008	856331	WMC296564
114	RH 122	10/13/2008	856332	WMC296565
115	RH 123	10/13/2008	856333	WMC296566
116	RH 124	10/13/2008	856334	WMC296567
117	RH 125	10/13/2008	856335	WMC296568
118	RH 126	10/13/2008	856336	WMC296569

119	RH 127	10/13/2008	856337	WMC296570
120	RH 128	10/13/2008	856338	WMC296571
121	RH 129	10/13/2008	856339	WMC296572
122	RH 130	10/13/2008	856340	WMC296573
123	RH 131	10/13/2008	856341	WMC296574
124	RH 132	10/13/2008	856342	WMC296575
125	RH 133	10/13/2008	856343	WMC296576
126	RH 134	10/13/2008	856344	WMC296577
127	RH 183	6/27/2009	871975	WMC297837
128	RH 184	6/27/2009	871976	WMC297838
129	RH 185	6/27/2009	871977	WMC297839
130	RH 186	6/27/2009	871978	WMC297840
131	RH 187	6/27/2009	871979	WMC297841
132	RH 188	6/27/2009	871980	WMC297842
133	RH 189	6/27/2009	871981	WMC297843
134	RH 190	6/27/2009	871982	WMC297844
135	RH 191	6/27/2009	871983	WMC297845
136	RH 201	6/27/2009	871993	WMC297855
137	RH 202	6/27/2009	871994	WMC297856
138	RH 205	6/27/2009	871997	WMC297859
139	RH 206	6/27/2009	871998	WMC297860
140	RH 209	6/27/2009	872001	WMC297863
141	RH 210	6/27/2009	872002	WMC297864
142	RH 213	6/27/2009	872005	WMC297867
143	RH 214	6/27/2009	872006	WMC297868

144	RH 217	6/27/2009	872009	WMC297871
145	RH 218	6/27/2009	872010	WMC297872
146	RH 219	6/27/2009	872011	WMC297873
147	RH 220	6/27/2009	872012	WMC297874
148	RH 221	6/27/2009	872013	WMC297875
149	RH 222	6/27/2009	872014	WMC297876
150	RH 223	6/27/2009	872015	WMC297877
151	RH 224	6/27/2009	872016	WMC297878
152	RH 225	6/27/2009	872017	WMC297879
153	RH 226	6/27/2009	872018	WMC297880
154	RH 227	6/27/2009	872019	WMC297881
155	RH 228	6/27/2009	872020	WMC297882
156	RH 229	6/27/2009	872021	WMC297883
157	RH 230	6/27/2009	872022	WMC297884
158	RH 231	6/27/2009	872023	WMC297885
159	RH 232	6/27/2009	872024	WMC297886
160	RH 233	6/27/2009	872025	WMC297887
161	RH 234	6/27/2009	872026	WMC297888
162	RH 235	6/27/2009	872027	WMC297889
163	RH 236	6/27/2009	872028	WMC297890
164	RH 237	6/29/2009	872029	WMC297891
165	RH 238	6/29/2009	872030	WMC297892
166	RH 239	6/29/2009	872031	WMC297893
167	RH 240	6/29/2009	872032	WMC297894
168	RH 241	6/29/2009	872033	WMC297895

169	RH 242	6/29/2009	872034	WMC297896
170	RH 243	6/29/2009	872035	WMC297897
171	RH 244	6/29/2009	872036	WMC297898
172	RH 245	6/29/2009	872037	WMC297899
173	RH 246	6/29/2009	872038	WMC297900
174	RH 247	6/29/2009	872039	WMC297901
175	RH 248	6/29/2009	872040	WMC297902
176	RH 249	6/29/2009	872041	WMC297903
177	RH 250	6/29/2009	872042	WMC297904
178	RH 251	6/29/2009	872043	WMC297905
179	RH 252	6/29/2009	872044	WMC297906
180	RH 253	6/29/2009	872045	WMC297907
181	RH 254	6/29/2009	872046	WMC297908
182	RH 255	6/29/2009	872047	WMC297909
183	RH 256	6/29/2009	872048	WMC297910
184	RH 257	6/29/2009	872049	WMC297911
185	RH 258	6/29/2009	872050	WMC297912
186	RH 267	11/3/2009	883220	WMC300350
187	RH 268	11/3/2009	883225	WMC300351
188	RH 269	11/3/2009	883226	WMC300352
189	RH 270	11/3/2009	883227	WMC300353
190	RH 271	11/3/2009	883228	WMC300354
191	RH 272	11/3/2009	883229	WMC300355
192	RH 273	11/3/2009	883230	WMC300356
193	RH 274	11/3/2009	883231	WMC300357

194	RH 275	11/3/2009	883232	WMC300358
195	RH 276	11/3/2009	883233	WMC300359
196	RH 277	11/3/2009	883234	WMC300360
197	RH 278	11/3/2009	883235	WMC300361
198	RH 302A	11/3/2009	883236	WMC300362
199	RH 303	11/3/2009	883237	WMC300363
200	RH 304	11/3/2009	883238	WMC300364
201	RH 305	11/3/2009	883239	WMC300365
202	RH 306	11/3/2009	883240	WMC300366
203	RH 307	11/3/2009	883241	WMC300367
204	RH 308	11/3/2009	883242	WMC300368
205	RH 309	11/3/2009	883243	WMC300369
206	RH 310	11/3/2009	883244	WMC300370
207	RH 311	11/3/2009	883245	WMC300371
208	RH 312	11/3/2009	883246	WMC300372
209	RH 313	11/3/2009	883247	WMC300373
210	RH 314	11/3/2009	883248	WMC300374
211	RH 390	11/5/2009	883249	WMC300375
212	RH 391	11/5/2009	883250	WMC300376
213	RH 392	11/5/2009	883251	WMC300377
214	RH 393	11/5/2009	883252	WMC300378
215	RH 394	11/5/2009	883253	WMC300379
216	RH 395	11/5/2009	883254	WMC300380
217	RH 396	11/5/2009	883255	WMC300381
218	RH 397	11/5/2009	883256	WMC300382

219	RH 398	11/5/2009	883257	WMC300383
220	RH 399	11/5/2009	883258	WMC300384
221	RH 400	11/5/2009	883259	WMC300385
222	RH 401	11/5/2009	883260	WMC300386
223	RH 402	11/5/2009	883261	WMC300387
224	RH 403	11/5/2009	883262	WMC300388
225	RH 404	11/5/2009	883263	WMC300389
226	RH 266	1/30/2010	885451	WMC300495
227	RH 279	1/29/2010	885452	WMC300496
228	RH 284	1/30/2010	885457	WMC300501
229	RH 293	1/29/2010	885466	WMC300510
230	RH 302	1/30/2010	885470	WMC300514
231	RH 386	1/30/2010	885489	WMC300533
232	RH 387	1/30/2010	885490	WMC300534
233	RH 388	1/30/2010	885491	WMC300535
234	RH 389	1/30/2010	885492	WMC300536
235	RX 5	11/4/2009	883130	WMC300394
236	RX 6	11/4/2009	883131	WMC300395
237	RX 7	11/4/2009	883132	WMC300396
238	RX 8	11/4/2009	883133	WMC300397
239	RX 9	11/4/2009	883134	WMC300398
240	RX 14	11/4/2009	883139	WMC300403
241	RX 15	11/4/2009	883140	WMC300404
242	RX 16	11/4/2009	883141	WMC300405
243	RX 17	11/4/2009	883142	WMC300406

244	RX 18	11/4/2009	883143	WMC300407
245	RX 23	11/4/2009	883150	WMC300412
246	RX 24	11/4/2009	883151	WMC300413
247	RX 25	11/4/2009	883152	WMC300414
248	RX 26	11/4/2009	883153	WMC300415
249	RX 27	11/4/2009	883154	WMC300416
250	RX 32	11/4/2009	883159	WMC300421
251	RX 33	11/4/2009	883160	WMC300422
252	RX 34	11/4/2009	883161	WMC300423
253	RX 35	11/4/2009	883162	WMC300424
254	RX 36	11/4/2009	883163	WMC300425
255	RX 41	11/4/2009	883171	WMC300430
256	RX 42	11/4/2009	883172	WMC300431
257	RX 43	11/4/2009	883173	WMC300432
258	RX 44	11/4/2009	883174	WMC300433
259	RX 45	11/4/2009	883175	WMC300434
260	RX 50	11/4/2009	883180	WMC300439
261	RX 51	11/4/2009	883181	WMC300440
262	RX 52	11/4/2009	883182	WMC300441
263	RX 53	11/4/2009	883183	WMC300442
264	RX 54	11/4/2009	883184	WMC300443
265	RX 80	11/3/2009	883210	WMC300469
266	JD 1F	11/9/2009	883219	WMC300349
267	JD 31	1/30/2010	885447	WMC300494
268	JD 1	5/14/2006	796060	WMC275955

269	JD 2	5/13/2006	796061	WMC275956
270	JD 3	5/14/2006	796062	WMC275957
271	JD 4	5/13/2006	796063	WMC275958
272	JD 5	5/13/2006	796064	WMC275959
273	JD 6	5/13/2006	796065	WMC275960
274	JD 7	5/13/2006	796066	WMC275961
275	JD 8	5/13/2006	796067	WMC275962
276	JD 9	5/13/2006	796068	WMC275963
277	JD 10	5/13/2006	796069	WMC275964
278	JD 11	5/13/2006	796070	WMC275965
279	JD 12	5/13/2006	796071	WMC275966
280	JD 13	5/24/2006	796072	WMC275967
281	JD 14	5/24/2006	796073	WMC275968
282	JD 15	5/24/2006	796074	WMC275969
283	JD 16	5/24/2006	796075	WMC275970
284	JD 17	5/24/2006	796076	WMC275971
285	JD 18	5/24/2006	796077	WMC275972
286	JD 19	5/24/2006	796078	WMC275973
287	JD 20	5/24/2006	796079	WMC275974
288	JD 21	5/24/2006	796080	WMC275975
289	JD 22	6/4/2006	796081	WMC275976
290	JD 23	5/14/2006	796082	WMC275977
291	JD 24	5/14/2006	796083	WMC275978
292	JD 25	5/14/2006	796084	WMC275979
293	JD 26	5/14/2006	796085	WMC275980

294	JD 27	5/14/2006	796086	WMC275981
295	JD 28	5/15/2006	796087	WMC275982
296	JD 29	5/15/2006	796088	WMC275983
297	JD 31	5/15/2006	796090	WMC275985
298	JD 32	5/15/2006	796091	WMC275986
299	JD 33	5/15/2006	796092	WMC275987
300	JD 34	5/14/2006	796093	WMC275988
301	JD 35	5/14/2006	796094	WMC275989
302	JD 36	5/14/2006	796095	WMC275990
303	JD 37	5/14/2006	796096	WMC275991
304	JD 38	5/14/2006	796097	WMC275992
305	JD 39	5/14/2006	796098	WMC275993
306	JD 40	5/16/2006	796099	WMC275994
307	JD 41	5/16/2006	796100	WMC275995
308	JD 42	5/16/2006	796101	WMC275996
309	JD 43	5/16/2006	796102	WMC275997
310	JD 44	5/16/2006	796103	WMC275998
311	JD 45	5/16/2006	796104	WMC275999
312	JD 46	5/16/2006	796105	WMC276000
313	JD 47	5/16/2006	796106	WMC276001
314	JD 48	5/16/2006	796107	WMC276002
315	JD 49	5/16/2006	796108	WMC276003
316	JD 50	5/16/2006	796109	WMC276004
317	JD 51	5/16/2006	796110	WMC276005
318	JD 52	5/16/2006	796111	WMC276006

319	JD 53	5/16/2006	796112	WMC276007
320	JD 54	5/16/2006	796113	WMC276008
321	JD 55	5/16/2006	796114	WMC276009
322	JD 56	5/24/2006	796115	WMC276010
323	JD 57	5/24/2006	796116	WMC276011
324	JD 58	5/24/2006	796117	WMC276012
325	JD 59	5/31/2006	796118	WMC276013
326	JD 60	5/31/2006	796119	WMC276014
327	JD 61	5/18/2006	796120	WMC276015
328	JD 62	5/18/2006	796121	WMC276016
329	JD 63	5/18/2006	796122	WMC276017
330	JD 64	5/18/2006	796123	WMC276018
331	JD 65	5/18/2006	796124	WMC276019
332	JD 66	5/18/2006	796125	WMC276020
333	JD 67	5/23/2006	796126	WMC276021
334	JD 68	5/23/2006	796127	WMC276022
335	JD 69	5/23/2006	796128	WMC276023
336	JD 70	5/23/2006	796129	WMC276024
337	JD 71	5/23/2006	796130	WMC276025
338	JD 72	5/23/2006	796131	WMC276026
339	JD 73	5/23/2006	796132	WMC276027
340	JD 74	5/23/2006	796133	WMC276028
341	JD 75	5/23/2006	796134	WMC276029
342	JD 76	5/22/2006	796135	WMC276030
343	JD 77	5/22/2006	796136	WMC276031

344	JD 78	5/22/2006	796137	WMC276032
345	JD 78-A	5/14/2006	796138	WMC276033
346	JD 79	5/22/2006	796139	WMC276034
347	JD 80	5/22/2006	796140	WMC276035
348	JD 81	5/22/2006	796141	WMC276036
349	JD 82	5/22/2006	796142	WMC276037
350	JD 83	5/22/2006	796143	WMC276038
351	JD 84	5/22/2006	796144	WMC276039
352	JD 85	5/22/2006	796145	WMC276040
353	JD 86	5/22/2006	796146	WMC276041
354	JD 87	5/22/2006	796147	WMC276042
355	JD 88	5/22/2006	796148	WMC276043
356	JD 89	5/22/2006	796149	WMC276044
357	JD 90	5/22/2006	796150	WMC276045
358	JD 91	5/22/2006	796151	WMC276046
359	JD 92	5/22/2006	796152	WMC276047
360	JD 93	5/22/2006	796153	WMC276048
361	JD 94	5/23/2006	796154	WMC276049
362	JD 95	5/23/2006	796155	WMC276050

Total of three hundred and sixty-two (362) unpatented lode mining claims.

SCHEDULE A-2

RATTLESNAKE HILLS GOLD PROPERTY CLAIM AND LEASE LIST

Description of Endurance Claims

The following six (6) unpatented lode mining claims owned by the Vendor's wholly-owned subsidiary, GFG Resources (US) Inc., a Nevada corporation, situated in Natrona County, Wyoming:

#	Claim Name	Location Date	County Reception No.	BLM Legacy Serial No.
1	BC-1	12/11/2008	858709	WMC297304
2	BC-2	12/11/2008	858710	WMC297305
3	BC-3	12/11/2008	858711	WMC297306
4	BC-4	12/11/2008	858712	WMC297307
5	BC-5	12/11/2008	858713	WMC297308
6	BC-6	12/11/2008	858714	WMC297309
7	BC-7	12/11/2008	855715	WMC297310
8	BC-8	12/11/2008	858716	WMC297311
9	BC-9	12/11/2008	858717	WMC297312
10	BC-10	12/11/2008	858718	WMC297313
11	BC-11	12/11/2008	858719	WMC297314
12	BC-12	12/11/2008	858720	WMC297315
13	STP-1	12/11/2008	857052	WMC297320
14	STP-2	12/11/2008	857053	WMC297321
15	STP-3	12/11/2008	857054	WMC297322
16	TM-1	12/11/2008	857024	WMC297323
17	TM-2	12/11/2008	857025	WMC297324
18	TM-3	12/11/2008	857306	WMC297325

19	TM-4	12/11/2008	857026	WMC297326
20	TM-5	12/11/2008	857027	WMC297327
21	TM-6	12/11/2008	857028	WMC297328
22	TM-7	12/11/2008	857029	WMC297329
23	TM-8	12/11/2008	857030	WMC297330
24	TM-9	12/11/2008	857031	WMC297331
25	TM-10	12/11/2008	857032	WMC297332
26	TM-11	12/11/2008	857033	WMC297333
27	TMS-1	12/11/2008	857038	WMC297334
28	TMS-2	12/11/2008	857039	WMC297335
29	TMS-3	12/11/2008	857040	WMC297336
30	TMS-4	12/11/2008	857307	WMC297337
31	TMS-5	12/11/2008	857041	WMC297338
32	TMS-6	12/11/2008	857042	WMC297339
33	TMS-7	12/11/2008	857043	WMC297340
34	BCN#1	7/31/2009	872371	WMC297749
35	BCN#2	7/31/2009	872372	WMC297750
36	BCAX 1	6/2/2010	889709	WMC302249
37	BCAX 2	6/2/2010	889710	WMC302250
38	BCAX 3	6/2/2010	889711	WMC302251
39	BCAX 4	5/27/2010	889447	WMC302252
40	BCAX 5	5/27/2010	889448	WMC302253
41	BCAX 6	5/27/2010	889449	WMC302254
42	BCAX 7	5/26/2010	889450	WMC302255
43	BCAX 8	5/26/2010	889451	WMC302256

44	BCAX 9	5/26/2010	889452	WMC302257
45	BCAX 10	6/4/2010	889893	WMC302258
46	BCAX 11	6/4/2010	889894	WMC302259
47	BCAX 12	6/4/2010	889895	WMC302260
48	BCAX 13	6/4/2010	889896	WMC302261
49	BCAX 14	6/4/2010	889897	WMC302262
50	BCAX 15	6/4/2010	889898	WMC302263
51	TMN-1	6/7/2013	953442	WMC309743
52	TMN-2	6/7/2013	953443	WMC309744
53	TMN-3	6/7/2013	953444	WMC309745
54	TMN-4	6/7/2013	953445	WMC309746
55	TMN-5	6/7/2013	953446	WMC309747
56	TMN-6	6/7/2013	953447	WMC309748
57	TMN-7	6/7/2013	953448	WMC309749
58	TMN-8	6/7/2013	953449	WMC309750
59	TMN-9	6/7/2013	953450	WMC309751
60	TMN-10	6/7/2013	953451	WMC309752
61	TMN-11	6/7/2013	953452	WMC309753
62	TMN-12	6/7/2013	953453	WMC309754
63	TMN-13	6/7/2013	953454	WMC309755
64	TMN-14	6/7/2013	953455	WMC309756
65	TMN-15	6/7/2013	953456	WMC309757
66	TMN-16	6/7/2013	953457	WMC309758
67	TMN-17	6/7/2013	953458	WMC309759
68	TMN-18	6/7/2013	953459	WMC309760

69	TMN-19	6/7/2013	953460	WMC309761
70	TMN-20	6/7/2013	953461	WMC309762
71	TMN-21	6/7/2013	953462	WMC309763
72	TMN-22	6/7/2013	953463	WMC309764
73	TMN-23	6/7/2013	953464	WMC309765
74	TMN-24	6/7/2013	953465	WMC309766
75	TMN-25	6/7/2013	953466	WMC309767
76	TMN-26	6/7/2013	953467	WMC309768
77	TMN-27	6/7/2013	953468	WMC309769
78	TMN-28	6/7/2013	953469	WMC309770
79	TMN-29	6/7/2013	953470	WMC309771
80	TMN-30	6/7/2013	953471	WMC309772
81	TMN-31	6/7/2013	953472	WMC309773
82	TMN-32	6/7/2013	953473	WMC309774

Total of eight-two (82) unpatented lode mining claims.

SCHEDULE A-3

RATTLESNAKE HILLS GOLD PROPERTY CLAIM AND LEASE LIST

Description of Glasscock Claims

The following seventy-eight (78) unpatented lode mining claims owned by the Vendor's wholly-owned subsidiary, GFG Resources (US) Inc., a Nevada corporation, situated in Natrona County, Wyoming:

#	Claim Name	Location Date	County Reception No.	BLMLegacy Serial No.
1	BM-2	2/24/2009	862263	WMC297646
2	BM-4	2/24/2009	861502	WMC297648
3	BM-6	2/24/2009	861504	WMC297650
4	BM-8	2/24/2009	861506	WMC297652
5	BM-9	2/24/2009	861507	WMC297653
6	BM-10	2/24/2009	861508	WMC297654
7	BM-11	2/24/2009	861509	WMC297655
8	BM-12	2/24/2009	861510	WMC297656
9	DC-1	2/24/2009	861511	WMC297657
10	DC-2	2/24/2009	861512	WMC297658
11	DC-3	2/24/2009	861513	WMC297659
12	DC-4	2/24/2009	861514	WMC297660
13	DC-5	2/24/2009	861515	WMC297661
14	DC-6	2/24/2009	861516	WMC297662
15	DC-7	2/24/2009	861517	WMC297663
16	DC-8	2/24/2009	861518	WMC297664
17	DC-9	2/24/2009	861519	WMC297665

18	DC-10	2/24/2009	861520	WMC297666
19	DC-11	2/24/2009	861521	WMC297667
20	DC-12	2/24/2009	861522	WMC297668
21	DC-13	2/24/2009	861523	WMC297669
22	DC-14	2/24/2009	861524	WMC297670
23	DC-15	2/24/2009	861525	WMC297671
24	DC-16	2/24/2009	861526	WMC297672
25	DC-17	2/24/2009	861527	WMC297673
26	DC-18	2/24/2009	861528	WMC297674
27	DC-19	2/24/2009	861529	WMC297675
28	DC-20	2/24/2009	861530	WMC297676
29	DC-21	2/24/2009	861531	WMC297677
30	DC-22	2/24/2009	861532	WMC297678
31	DC-23	2/24/2009	861533	WMC297679
32	DC-24	2/24/2009	861534	WMC297680
33	DC-25	2/24/2009	861535	WMC297681
34	DC-26	2/24/2009	861536	WMC297682
35	DC-27	2/24/2009	861537	WMC297683
36	DC-29	2/24/2009	861539	WMC297685
37	DC-31	2/24/2009	861541	WMC297687
38	DC-32	2/24/2009	861542	WMC297688
39	DC-33	2/24/2009	861543	WMC297689
40	DC-34	2/24/2009	861544	WMC297690
41	DC-35	2/24/2009	861545	WMC297691

42	DC-36	2/24/2009	861546	WMC297692
43	MD-3	2/24/2009	861491	WMC297693
44	MD-4	2/24/2009	861492	WMC297694
45	MD-5	2/24/2009	861493	WMC297695
46	MD-6	2/24/2009	861494	WMC297696
47	MD-7	2/24/2009	861495	WMC297697
48	MD-8	2/24/2009	861496	WMC297698
49	MD-9	2/24/2009	861497	WMC297699
50	MD-10	2/24/2009	861498	WMC297700
51	MD-11	2/24/2009	861499	WMC297701
52	MF-1	2/24/2009	861579	WMC297702
53	MF-2	2/24/2009	861580	WMC297703
54	MF-3	2/24/2009	861581	WMC297704
55	MF-4	2/24/2009	861547	WMC297705
56	MF-5	2/24/2009	861548	WMC297706
57	MF-6	2/24/2009	861549	WMC297707
58	MF-7	2/24/2009	861550	WMC297708
59	MF-8	2/24/2009	861551	WMC297709
60	MF-9	2/24/2009	861552	WMC297710
61	MF-10	2/24/2009	861553	WMC297711
62	MF-11	2/24/2009	861554	WMC297712
63	MF-12	2/24/2009	861555	WMC297713
64	MF-13	2/24/2009	861556	WMC297714
65	MF-14	2/24/2009	861557	WMC297715

66	MD 1	7/20/2009	871288	WMC298401
67	MD 2	7/20/2009	871289	WMC298402
68	MD 12	7/20/2009	871290	WMC298403
69	MD 13	7/20/2009	871291	WMC298404
70	MD 14	7/20/2009	871292	WMC298405
71	MD 15	7/20/2009	871293	WMC298406
72	MD 16	7/20/2009	871294	WMC298407
73	MD 17	7/20/2009	871295	WMC298408
74	MD 18	7/20/2009	871296	WMC298409
75	MD 19	7/20/2009	871297	WMC298410
76	MD 20	7/20/2009	871298	WMC298411
77	MD 21	7/20/2009	871299	WMC298412
78	MF 15	11/30/2009	882764	WMC300486

Total of seventy-eight (78) unpatented lode mining claims.

SCHEDULE A-4

RATTLESNAKE HILLS GOLD PROPERTY CLAIM AND LEASE LIST

Description of IEV Claims

The following thirty-five (35) unpatented lode mining claims owned by the Vendor's wholly-owned subsidiary GFG Resources (US) Inc., a Nevada corporation, situated in Natrona County, Wyoming:

#	Claim Name	Location Date	County Reception No.	BLMLegacy Serial No.
1	IEV #21	9/7/2011	919280	WMC305851
2	IEV #22	9/7/2011	919281	WMC305852
3	IEV #23	9/7/2011	919282	WMC305853
4	IEV #24	9/7/2011	919283	WMC305854
5	IEV #25	9/7/2011	919284	WMC305855
6	IEV #26	9/7/2011	919285	WMC305856
7	IEV #27	9/7/2011	919286	WMC305857
8	IEV #28	9/7/2011	919287	WMC305858
9	IEV #50	9/7/2011	919288	WMC305859
10	IEV #51	9/7/2011	919289	WMC305860
11	IEV #52	9/7/2011	919290	WMC305861
12	IEV #53	9/7/2011	919291	WMC305862
13	IEV #54	9/7/2011	919292	WMC305863
14	IEV #55	9/7/2011	919293	WMC305864
15	IEV #56	9/7/2011	919294	WMC305865
16	Gold Rim #63	11/8/2014	986572	WMC311288
17	Gold Rim #64	11/8/2014	986573	WMC311289

18	Gold Rim #65	11/8/2014	986574	WMC311290
19	Gold Rim #66	11/8/2014	986575	WMC311291
20	Gold Rim #67	11/8/2014	986576	WMC311292
21	Gold Rim #68	11/8/2014	986577	WMC311293
22	Gold Rim #69	11/8/2014	986578	WMC311294
23	Gold Rim #70	11/8/2014	986579	WMC311295
24	Gold Rim #71	11/8/2014	986580	WMC311296
25	Gold Rim #72	11/8/2014	986581	WMC311297
26	Gold Rim #73	11/8/2014	986582	WMC311298
27	Gold Rim #74	11/8/2014	986583	WMC311299
28	IEV #17	9/1/2016	1020907	WMC312330
29	IEV #18	9/1/2016	1020908	WMC312331
30	IEV #19	9/1/2016	1020909	WMC312332
31	IEV #20	9/1/2016	1020910	WMC312333
32	IEV #57	9/1/2016	1020911	WMC312334
33	IEV #58	9/1/2016	1020912	WMC312335
34	IEV #59	9/1/2016	1020913	WMC312336
35	IEV #60	9/1/2016	1020914	WMC312337

Total of thirty-five (35) unpatented lode mining claims.

SCHEDULE A-5

RATTLESNAKE HILLS GOLD PROPERTY CLAIM AND LEASE LIST

Description of TBJ Claims

The following ninety-three (93) unpatented lode mining claims owned by the Vendor's wholly-owned subsidiary, JMO Exploration (US) Inc., a Nevada corporation, situated in Natrona County, Wyoming:

#	Claim Name	Location Date	County Reception No.	BLMLegacy Serial No.
1	TBJ 16	10/20/2015	1005517	WMC311608
2	TBJ 17	10/20/2015	1005518	WMC311609
3	TBJ 18	10/20/2015	1005519	WMC311610
4	TBJ 123	10/18/2015	1005624	WMC311665
5	TBJ 125	10/18/2015	1005626	WMC311667
6	TBJ 127	10/18/2015	1005628	WMC311669
7	TBJ 128	10/18/2015	1005629	WMC311670
8	TBJ 129	10/18/2015	1005630	WMC311671
9	TBJ 130	10/18/2015	1005631	WMC311672
10	TBJ 131	10/15/2015	1005632	WMC311520
11	TBJ 132	10/15/2015	1005633	WMC311521
12	TBJ 133	10/15/2015	1005634	WMC311522
13	TBJ 134	10/15/2015	1005635	WMC311523
14	TBJ 135	10/15/2015	1005636	WMC311524
15	TBJ 136	10/15/2015	1005637	WMC311525
16	TBJ 137	10/15/2015	1005638	WMC311526
17	TBJ 138	10/15/2015	1005639	WMC311527

18	TBJ 139	10/15/2015	1005640	WMC311528
19	TBJ 140	10/15/2015	1005641	WMC311529
20	TBJ 141	10/15/2015	1005642	WMC311530
21	TBJ 142	10/15/2015	1005643	WMC311531
22	TBJ 143	10/15/2015	1005644	WMC311532
23	TBJ 144	10/15/2015	1005645	WMC311533
24	TBJ 150	10/18/2015	1005651	WMC311678
25	TBJ 151	10/18/2015	1005652	WMC311679
26	TBJ 152	10/18/2015	1005653	WMC311680
27	TBJ 153	10/18/2015	1005654	WMC311681
28	TBJ 154	10/18/2015	1005655	WMC311682
29	TBJ 155	10/18/2015	1005656	WMC311683
30	TBJ 156	10/18/2015	1005657	WMC311684
31	TBJ 157	10/18/2015	1005658	WMC311685
32	TBJ 158	10/18/2015	1005659	WMC311686
33	TBJ 159	10/18/2015	1005660	WMC311687
34	TBJ 160	10/18/2015	1005661	WMC311688
35	TBJ 161	10/18/2015	1005662	WMC311689
36	TBJ 162	10/18/2015	1005663	WMC311690
37	TBJ 163	10/18/2015	1005664	WMC311691
38	TBJ 164	10/18/2015	1005665	WMC311692
39	TBJ 165	10/18/2015	1005666	WMC311693
40	TBJ 166	10/18/2015	1005667	WMC311694
41	TBJ 167	10/18/2015	1005668	WMC311695

42	TBJ 168	10/18/2015	1005669	WMC311696
43	TBJ 169	10/18/2015	1005670	WMC311697
44	TBJ 170	10/18/2015	1005671	WMC311698
45	TBJ 171	10/18/2015	1005672	WMC311699
46	TBJ 177	10/18/2015	1005678	WMC311705
47	TBJ 178	10/18/2015	1005679	WMC311706
48	TBJ 179	10/18/2015	1005680	WMC311707
49	TBJ 180	10/18/2015	1005681	WMC311708
50	TBJ 181	10/18/2015	1005682	WMC311709
51	TBJ 182	10/18/2015	1005683	WMC311710
52	TBJ 183	10/18/2015	1005684	WMC311711
53	TBJ 250	10/22/2015	1005751	WMC311720
54	TBJ 251	10/22/2015	1005752	WMC311721
55	TBJ 252	10/22/2015	1005753	WMC311722
56	TBJ 253	10/22/2015	1005754	WMC311723
57	TBJ 254	10/22/2015	1005755	WMC311724
58	TBJ 255	10/22/2015	1005756	WMC311725
59	TBJ 256	10/22/2015	1005757	WMC311726
60	TBJ 257	10/22/2015	1005758	WMC311727
61	TBJ 258	10/22/2015	1005759	WMC311728
62	TBJ 259	10/22/2015	1005760	WMC311729
63	TBJ 260	10/22/2015	1005761	WMC311730
64	TBJ 261	10/22/2015	1005762	WMC311731
65	TBJ 275	10/22/2015	1005776	WMC311745

66	TBJ 276	10/23/2015	1005777	WMC311746
67	TBJ 277	10/23/2015	1005778	WMC311747
68	TBJ 278	10/23/2015	1005779	WMC311748
69	TBJ 279	10/23/2015	1005780	WMC311749
70	TBJ 280	10/23/2015	1005781	WMC311750
71	TBJ 281	10/23/2015	1005782	WMC311751
72	TBJ 282	10/23/2015	1005783	WMC311752
73	TBJ 283	10/23/2015	1005784	WMC311753
74	TBJ 284	10/23/2015	1005785	WMC311754
75	TBJ 285	10/23/2015	1005786	WMC311755
76	TBJ 286	10/23/2015	1005787	WMC311756
77	TBJ 287	10/23/2015	1005788	WMC311757
78	TBJ 288	10/23/2015	1005789	WMC311758
79	TBJ 289	10/23/2015	1005790	WMC311759
80	TBJ 290	10/23/2015	1005791	WMC311760
81	TBJ 291	10/23/2015	1005792	WMC311761
82	TBJ 292	10/23/2015	1005793	WMC311762
83	TBJ 295	10/24/2015	1005796	WMC311765
84	TBJ 296	10/24/2015	1005797	WMC311766
85	TBJ 297	10/24/2015	1005798	WMC311767
86	TBJ 298	10/24/2015	1005799	WMC311768
87	TBJ 299	10/24/2015	1005800	WMC311769
88	TBJ 300	10/24/2015	1005801	WMC311770
89	TBJ 335	10/21/2015	1005836	WMC311805

90	TBJ 336	10/21/2015	1005837	WMC311806
91	TBJ 337	10/20/2015	1005838	WMC311807
92	TBJ 338	10/20/2015	1005839	WMC311808
93	TBJ 339	10/20/2015	1005840	WMC311809

Total of ninety-three (93) unpatented lode mining claims.

SCHEDULE A-6

RATTLESNAKE HILLS GOLD PROPERTY CLAIM AND LEASE LIST

Description of TX Claims

The following six (6) unpatented lode mining claims owned by the Vendor's wholly-owned subsidiary, JMO Exploration (US) Inc., a Nevada corporation, situated in Natrona County, Wyoming:

#	Claim Name	Location Date	CountyReception No.	BLMLegacy Serial No.
1	TX 343	9/6/2016	1019625	WMC312282
2	TX 344	9/6/2016	1019626	WMC312283
3	TX 345	9/6/2016	1019283	WMC312284
4	TX-346	10/11/2016	1024639	WMC312523
5	TX-347	10/11/2016	1024640	WMC312524
	(Amended)	3/15/2017	1027738	
6	TX-348	10/11/2016	1024641	WMC312525

Total of six (6) unpatented lode mining claims.

SCHEDULE A-7

RATTLESNAKE HILLS GOLD PROPERTY CLAIM AND LEASE LIST

Description of Miller Claims

The following thirty (30) unpatented lode mining claims situated in Natrona County, Wyoming, subject to the Mining Lease dated June 1, 2003, with David Miller, et al., as lessors, and the Vendor's wholly-owned subsidiary, GFG Resources (US) Inc., a Nevada corporation, as lessee:

[See attached.]

SCHEDULE A-8

RATTLESNAKE HILLS GOLD PROPERTY CLAIM AND LEASE LIST

Description of State Leases

The following six (6) fee land State of Wyoming Metallic and Non-Metallic Rocks and Minerals Mining Leases with the Wyoming Office of State Lands and Investments situated in Natrona County, Wyoming, which are held by the Vendor's wholly-owned subsidiary, GFG Resources (US) Inc., a Nevada corporation:

#	Lease No.	Expiration	Legal Description	Acres
1	0-40848	9/1/2033	Section 36 (All), T. 32 N., R. 88 W., 6th P.M.	640
2	0-40862	2/1/2034	Lot 4, Section 18, T. 32 N., R. 87 W., 6th P.M.	38.51
3	0-42970	10/1/2032	SWNE Section 5, T. 32 N., R. 87 W., 6th P.M. NENE Section 7, T. 32 N., R. 87 W., 6th P.M.	80
4	0-42971	10/1/2032	SWSE Section 1, T. 32 N., R. 88 W., 6th P.M. NENW Section 12, T. 32 N., R. 88 W., 6th P.M.	80
5	0-42972	10/1/2032	SESW Section 12, T. 32 N., R. 88 W., 6th P.M.	40
6	0-43487	12/1/2024	Section 36, T. 32 N., R. 89 W., 6th P.M.	640

Total of six (6) state leases.

SCHEDULE B

PERMITTED ENCUMBRANCES

A. Permitted Encumbrances

1. "Miller Royalty" payable in accordance with the terms of the Mining Lease dated June 1, 2003, as amended on September 5, 2018, and again on April 9, 2021 (the "Miller Lease");
2. "Orion Royalty" created under the Deed with Reservation of Royalty and Grant of Royalty dated effective June 17, 2010, recorded in the Office of the Natrona County Clerk on July 6, 2010, as Reception No. 89143;
3. "Rattlesnake Royalty" created under the Royalty Deed dated July 28, 2015, recorded in the Office of the Natrona County Clerk on October 29, 2015, as Reception No. 1002301;
4. "Endurance Royalty" created under the Royalty Deed and Assignment dated October 8, 2015, recorded in the Office of the Natrona County Clerk on October 29, 2015, as Reception No. 1002303;
5. "IEV Royalty" created under the Royalty Deed and Assignment dated October 13, 2016, recorded in the Office of the Natrona County Clerk on November 15, 2016, as Reception No. 1022305;
6. "Newstrike Royalty" created under the Royalty Deed and Assignment dated October 13, 2016, recorded in the Office of the Natrona County Clerk on November 15, 2016, as Reception No. 1022306; and
7. Easements, rights-of-way, encroachments, restrictions, covenants, conditions, and other similar matters that, individually or in the aggregate, do not materially impact the current use, occupancy, utility of the applicable real property.

SCHEDULE C
FORM OF DEED

[See attached.]

DEED

(Rattlesnake Property, Natrona County, Wyoming)

This DEED (“Deed”) is made and entered into effective this ____ day of ____, 2024 (the “Effective Date”), from GFG RESOURCES (US) INC., a Nevada corporation (“GFG US”), and JMO EXPLORATION (US) INC., a Nevada corporation (“JMO US”; GFG US and JMO US are collectively referred to as the “Grantors”), to [PURCHASER SUBSIDIARY], a _____ corporation (“Grantee”), whose address is whose address is []. Grantors and Grantee are collectively referred to as the “Parties.”

Recitals

A. GFG US is the owner of the five hundred and fifty-seven (557) unpatented lode mining claims situated in Natrona County, Wyoming, which more particularly described in Exhibits A-1 through A-2 attached to and by this reference incorporated in this Deed (the “GFG Claims”).

B. JMO US is the owner of the ninety-nine (99) unpatented lode mining claims situated in Natrona County, Wyoming, which more particularly described in Exhibits A-5 and A-6 attached to and by this reference incorporated in this Deed (the “JMO Claims”; the GFG Claims and the JMO Claims are collectively referred to as the “Claims”).

C. The Parties, together with GFG Resources Inc. and Axcap Ventures Inc., entered into entered into that certain Mineral Property Purchase Agreement dated August __, 2024 (the “Purchase Agreement”), whereby the Grantors agreed, *inter alia*, to sell, and Grantee agreed to purchase, all of the Grantors’ right, title, and interest in and to Claims, which comprise part of the Rattlesnake property situated in Natrona County, Wyoming.

D. Pursuant to the terms of the Purchase Agreement, the Grantors now wish to convey the Claims to Grantee.

Conveyance

THEREFORE, in consideration of TEN DOLLARS (\$10) and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Grantors proceed as follows:

1. Conveyance of the Claims. The Grantors do hereby remise, release, and convey unto Grantee, and Grantee’s successors and assigns forever, all of Grantors’ right, title, and interest in and to the Claims.

TOGETHER WITH all of the right, title, and interest in all lodes, ledges, veins, and mineral bearing rock, both known and unknown, intralimital and extralateral, lying within the boundaries of the Claims, all dips, spurs, and angles, and all the ores, mineral-bearing quartz, rock, and earth or other deposits therein or thereon and all of the rights, privileges, and franchises thereto incident, and all and singular the tenements and hereditaments thereunto or in anywise appertaining, and the rents, issues, and profits thereof; and also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well in law as in equity of, in, or to the Claims and every part thereof.

TOGETHER WITH all improvements of any kind located on or in the Claims, including broken ore, slag, waste, tailings, ore dumps and stockpiles which the Grantors own or possesses on the Claims, and all improvements structures, mines and other facilities of every kind.

TO HAVE AND TO HOLD all of the right, title, and interest of the Grantors in and to the Claims, together with the appurtenances, unto the Grantee, its successors and assigns forever.

2. Warranties and Representations. The Grantors makes the following warranties and representations to Grantee with respect to this conveyance:

- (a) The Grantors own and possesses the Claims free and clear of all liens and encumbrances, except those Permitted Encumbrances and other title issues detailed on Exhibit B attached hereto; and
- (b) The Grantors have the right to convey the Claims to Grantee.

[Signature page follows]

IN WITNESS WHEREOF, the Grantors have executed this Deed as of the Effective Date.

GFG RESOURCES (US) INC., a Nevada corporation

By: _____

Name:

Title:

JMO EXPLORATION (US) INC., a Nevada corporation

By: _____

Name:

Title:

STATE/PROVINCE OF _____)
) ss.
COUNTY/CITY OF _____)

On the _____ day of _____ 2024, before me, a Notary Public in and for said State and County, personally appeared _____ [*name*], _____ [*title*] of GFG RESOURCES (US) INC., a Nevada corporation, personally known (or proved) to me to be the person who executed the above DEED, and acknowledged to me that he executed the same for purposes stated therein.

Witness my hand and official seal.

Notary Public

My commission expires: _____

STATE/PROVINCE OF _____)
) ss.
COUNTY/CITY OF _____)

On the _____ day of _____ 2024, before me, a Notary Public in and for said State and County, personally appeared _____ [*name*], _____ [*title*] of JMO EXPLORATION (US) INC., a Nevada corporation, personally known (or proved) to me to be the person who executed the above DEED, and acknowledged to me that he executed the same for purposes stated therein.

Witness my hand and official seal.

Notary Public

My commission expires: _____

Exhibit A-1
Description of Rattlesnake Claims

The following three hundred and sixty-two (362) unpatented lode mining claims situated owned by GFG Resources (US) Inc., a Nevada corporation, situated in Sections 7, 8, 17 through 20, 29, 30, and 31, T. 32 N., R. 87 W., 6th PM, in Natrona County, Wyoming:

#	Claim Name	Location Date	County	BLM
			Reception No.	Legacy Serial No.
1	RH 1	6/3/2008	848310	WMC294460
2	RH 2	6/3/2008	848311	WMC294461
3	RH 3	6/3/2008	848312	WMC294462
4	RH 4	6/3/2008	848313	WMC294463
5	RH 5	6/3/2008	848314	WMC294464
6	RH 6	6/3/2008	848315	WMC294465
7	RH 7	6/3/2008	848316	WMC294466
8	RH 8	6/3/2008	848317	WMC294467
9	RH 9	6/3/2008	848318	WMC294468
10	RH 10	10/18/2008	856245	WMC296477
11	RH 11	10/18/2008	856244	WMC296478
12	RH 12	6/3/2008	848321	WMC294471
13	RH 13	6/1/2008	848322	WMC294472
14	RH 14	6/1/2008	848323	WMC294473
15	RH 15	6/1/2008	848324	WMC294474
16	RH 16	6/1/2008	848325	WMC294475
17	RH 17	6/1/2008	848326	WMC294476
18	RH 18	6/1/2008	848327	WMC294477
19	RH 19	6/1/2008	848328	WMC294478
20	RH 20	6/1/2008	848329	WMC294479
21	RH 21	6/1/2008	848330	WMC294480
22	RH 22	6/2/2008	848331	WMC294481
23	RH 23	6/2/2008	848332	WMC294482
24	RH 24	6/2/2008	848333	WMC294483
25	RH 25	6/2/2008	848334	WMC294484
26	RH 26	6/2/2008	848335	WMC294485
27	RH 27	6/2/2008	848336	WMC294486
28	RH 28	6/2/2008	848337	WMC294487
29	RH 29	6/2/2008	848338	WMC294488

#	Claim Name	Location Date	County	BLM
			Reception No.	Legacy Serial No.
30	RH 30	6/2/2008	848339	WMC294489
31	RH 31	6/2/2008	848340	WMC294490
32	RH 32	6/2/2008	848341	WMC294491
33	RH 33	6/2/2008	848342	WMC294492
34	RH 34	6/2/2008	848343	WMC294493
35	RH 35	6/2/2008	848344	WMC294494
36	RH 36	10/18/2008	856246	WMC296479
37	RH 37	10/18/2008	856247	WMC296480
38	RH 38	10/18/2008	856248	WMC296481
39	RH 39	10/18/2008	856249	WMC296482
40	RH 40	10/18/2008	856250	WMC296483
41	RH 41	10/18/2008	856251	WMC296484
42	RH 42	10/18/2008	856252	WMC296485
43	RH 43	10/18/2008	856253	WMC296486
44	RH 44	10/18/2008	856254	WMC296487
45	RH 45	10/18/2008	856255	WMC296488
46	RH 46	10/18/2008	856256	WMC296489
47	RH 47	10/18/2008	856257	WMC296490
48	RH 48	10/18/2008	856258	WMC296491
49	RH 49	10/18/2008	856259	WMC296492
50	RH 50	10/18/2008	856260	WMC296493
51	RH 51	10/18/2008	856261	WMC296494
52	RH 52	10/18/2008	856262	WMC296495
53	RH 53	10/18/2008	856263	WMC296496
54	RH 54	10/18/2008	856264	WMC296497
55	RH 55	10/17/2008	856265	WMC296498
56	RH 56	10/17/2008	856266	WMC296499
57	RH 57	10/17/2008	856267	WMC296500
58	RH 58	10/17/2008	856268	WMC296501
59	RH 59	10/17/2008	856269	WMC296502
60	RH 60	10/17/2008	856270	WMC296503
61	RH 69	10/19/2008	856279	WMC296512
62	RH 70	10/19/2008	856280	WMC296513
63	RH 71	10/19/2008	856281	WMC296514
64	RH 72	10/19/2008	856282	WMC296515

#	Claim Name	Location Date	County	BLM
			Reception No.	Legacy Serial No.
65	RH 73	10/19/2008	856283	WMC296516
66	RH 74	10/19/2008	856284	WMC296517
67	RH 75	10/19/2008	856285	WMC296518
68	RH 76	10/19/2008	856286	WMC296519
69	RH 77	10/19/2008	856287	WMC296520
70	RH 78	10/19/2008	856288	WMC296521
71	RH 79	10/19/2008	856289	WMC296522
72	RH 80	10/19/2008	856290	WMC296523
73	RH 81	10/19/2008	856291	WMC296524
74	RH 82	10/19/2008	856292	WMC296525
75	RH 83	10/19/2008	856293	WMC296526
76	RH 84	10/19/2008	856294	WMC296527
77	RH 85	10/19/2008	856295	WMC296528
78	RH 86	10/18/2008	856296	WMC296529
79	RH 87	10/18/2008	856297	WMC296530
80	RH 88	10/18/2008	856298	WMC296531
81	RH 89	10/18/2008	856299	WMC296532
82	RH 90	10/18/2008	856300	WMC296533
83	RH 91	10/18/2008	856301	WMC296534
84	RH 92	10/18/2008	856302	WMC296535
85	RH 93	10/18/2008	856303	WMC296536
86	RH 94	10/18/2008	856304	WMC296537
87	RH 95	10/18/2008	856305	WMC296538
88	RH 96	10/18/2008	856306	WMC296539
89	RH 97	10/18/2008	856307	WMC296540
90	RH 98	10/18/2008	856308	WMC296541
91	RH 99	10/18/2008	856309	WMC296542
92	RH 100	10/18/2008	856310	WMC296543
93	RH 101	10/18/2008	856311	WMC296544
94	RH 102	10/18/2008	856312	WMC296545
95	RH 103	10/16/2008	856313	WMC296546
96	RH 104	10/16/2008	856314	WMC296547
97	RH 105	10/16/2008	856315	WMC296548
98	RH 106	10/16/2008	856316	WMC296549
99	RH 107	10/16/2008	856317	WMC296550

#	Claim Name	Location Date	County	BLM
			Reception No.	Legacy Serial No.
100	RH 108	10/16/2008	856318	WMC296551
101	RH 109	10/16/2008	856319	WMC296552
102	RH 110	10/16/2008	856320	WMC296553
103	RH 111	10/16/2008	856321	WMC296554
104	RH 112	10/16/2008	856322	WMC296555
105	RH 113	10/16/2008	856323	WMC296556
106	RH 114	10/16/2008	856324	WMC296557
107	RH 115	10/16/2008	856325	WMC296558
108	RH 116	10/16/2008	856326	WMC296559
109	RH 117	10/16/2008	856327	WMC296560
110	RH 118	10/16/2008	856328	WMC296561
111	RH 119	10/16/2008	856329	WMC296562
112	RH 120	10/13/2008	856330	WMC296563
113	RH 121	10/13/2008	856331	WMC296564
114	RH 122	10/13/2008	856332	WMC296565
115	RH 123	10/13/2008	856333	WMC296566
116	RH 124	10/13/2008	856334	WMC296567
117	RH 125	10/13/2008	856335	WMC296568
118	RH 126	10/13/2008	856336	WMC296569
119	RH 127	10/13/2008	856337	WMC296570
120	RH 128	10/13/2008	856338	WMC296571
121	RH 129	10/13/2008	856339	WMC296572
122	RH 130	10/13/2008	856340	WMC296573
123	RH 131	10/13/2008	856341	WMC296574
124	RH 132	10/13/2008	856342	WMC296575
125	RH 133	10/13/2008	856343	WMC296576
126	RH 134	10/13/2008	856344	WMC296577
127	RH 183	6/27/2009	871975	WMC297837
128	RH 184	6/27/2009	871976	WMC297838
129	RH 185	6/27/2009	871977	WMC297839
130	RH 186	6/27/2009	871978	WMC297840
131	RH 187	6/27/2009	871979	WMC297841
132	RH 188	6/27/2009	871980	WMC297842
133	RH 189	6/27/2009	871981	WMC297843
134	RH 190	6/27/2009	871982	WMC297844

#	Claim Name	Location Date	County	BLM
			Reception No.	Legacy Serial No.
135	RH 191	6/27/2009	871983	WMC297845
136	RH 201	6/27/2009	871993	WMC297855
137	RH 202	6/27/2009	871994	WMC297856
138	RH 205	6/27/2009	871997	WMC297859
139	RH 206	6/27/2009	871998	WMC297860
140	RH 209	6/27/2009	872001	WMC297863
141	RH 210	6/27/2009	872002	WMC297864
142	RH 213	6/27/2009	872005	WMC297867
143	RH 214	6/27/2009	872006	WMC297868
144	RH 217	6/27/2009	872009	WMC297871
145	RH 218	6/27/2009	872010	WMC297872
146	RH 219	6/27/2009	872011	WMC297873
147	RH 220	6/27/2009	872012	WMC297874
148	RH 221	6/27/2009	872013	WMC297875
149	RH 222	6/27/2009	872014	WMC297876
150	RH 223	6/27/2009	872015	WMC297877
151	RH 224	6/27/2009	872016	WMC297878
152	RH 225	6/27/2009	872017	WMC297879
153	RH 226	6/27/2009	872018	WMC297880
154	RH 227	6/27/2009	872019	WMC297881
155	RH 228	6/27/2009	872020	WMC297882
156	RH 229	6/27/2009	872021	WMC297883
157	RH 230	6/27/2009	872022	WMC297884
158	RH 231	6/27/2009	872023	WMC297885
159	RH 232	6/27/2009	872024	WMC297886
160	RH 233	6/27/2009	872025	WMC297887
161	RH 234	6/27/2009	872026	WMC297888
162	RH 235	6/27/2009	872027	WMC297889
163	RH 236	6/27/2009	872028	WMC297890
164	RH 237	6/29/2009	872029	WMC297891
165	RH 238	6/29/2009	872030	WMC297892
166	RH 239	6/29/2009	872031	WMC297893
167	RH 240	6/29/2009	872032	WMC297894
168	RH 241	6/29/2009	872033	WMC297895
169	RH 242	6/29/2009	872034	WMC297896

#	Claim Name	Location Date	County Reception No.	BLM Legacy Serial No.
170	RH 243	6/29/2009	872035	WMC297897
171	RH 244	6/29/2009	872036	WMC297898
172	RH 245	6/29/2009	872037	WMC297899
173	RH 246	6/29/2009	872038	WMC297900
174	RH 247	6/29/2009	872039	WMC297901
175	RH 248	6/29/2009	872040	WMC297902
176	RH 249	6/29/2009	872041	WMC297903
177	RH 250	6/29/2009	872042	WMC297904
178	RH 251	6/29/2009	872043	WMC297905
179	RH 252	6/29/2009	872044	WMC297906
180	RH 253	6/29/2009	872045	WMC297907
181	RH 254	6/29/2009	872046	WMC297908
182	RH 255	6/29/2009	872047	WMC297909
183	RH 256	6/29/2009	872048	WMC297910
184	RH 257	6/29/2009	872049	WMC297911
185	RH 258	6/29/2009	872050	WMC297912
186	RH 267	11/3/2009	883220	WMC300350
187	RH 268	11/3/2009	883225	WMC300351
188	RH 269	11/3/2009	883226	WMC300352
189	RH 270	11/3/2009	883227	WMC300353
190	RH 271	11/3/2009	883228	WMC300354
191	RH 272	11/3/2009	883229	WMC300355
192	RH 273	11/3/2009	883230	WMC300356
193	RH 274	11/3/2009	883231	WMC300357
194	RH 275	11/3/2009	883232	WMC300358
195	RH 276	11/3/2009	883233	WMC300359
196	RH 277	11/3/2009	883234	WMC300360
197	RH 278	11/3/2009	883235	WMC300361
198	RH 302A	11/3/2009	883236	WMC300362
199	RH 303	11/3/2009	883237	WMC300363
200	RH 304	11/3/2009	883238	WMC300364
201	RH 305	11/3/2009	883239	WMC300365
202	RH 306	11/3/2009	883240	WMC300366
203	RH 307	11/3/2009	883241	WMC300367
204	RH 308	11/3/2009	883242	WMC300368

#	Claim Name	Location Date	County	BLM
			Reception No.	Legacy Serial No.
205	RH 309	11/3/2009	883243	WMC300369
206	RH 310	11/3/2009	883244	WMC300370
207	RH 311	11/3/2009	883245	WMC300371
208	RH 312	11/3/2009	883246	WMC300372
209	RH 313	11/3/2009	883247	WMC300373
210	RH 314	11/3/2009	883248	WMC300374
211	RH 390	11/5/2009	883249	WMC300375
212	RH 391	11/5/2009	883250	WMC300376
213	RH 392	11/5/2009	883251	WMC300377
214	RH 393	11/5/2009	883252	WMC300378
215	RH 394	11/5/2009	883253	WMC300379
216	RH 395	11/5/2009	883254	WMC300380
217	RH 396	11/5/2009	883255	WMC300381
218	RH 397	11/5/2009	883256	WMC300382
219	RH 398	11/5/2009	883257	WMC300383
220	RH 399	11/5/2009	883258	WMC300384
221	RH 400	11/5/2009	883259	WMC300385
222	RH 401	11/5/2009	883260	WMC300386
223	RH 402	11/5/2009	883261	WMC300387
224	RH 403	11/5/2009	883262	WMC300388
225	RH 404	11/5/2009	883263	WMC300389
226	RH 266	1/30/2010	885451	WMC300495
227	RH 279	1/29/2010	885452	WMC300496
228	RH 284	1/30/2010	885457	WMC300501
229	RH 293	1/29/2010	885466	WMC300510
230	RH 302	1/30/2010	885470	WMC300514
231	RH 386	1/30/2010	885489	WMC300533
232	RH 387	1/30/2010	885490	WMC300534
233	RH 388	1/30/2010	885491	WMC300535
234	RH 389	1/30/2010	885492	WMC300536
235	RX 5	11/4/2009	883130	WMC300394
236	RX 6	11/4/2009	883131	WMC300395
237	RX 7	11/4/2009	883132	WMC300396
238	RX 8	11/4/2009	883133	WMC300397
239	RX 9	11/4/2009	883134	WMC300398

#	Claim Name	Location Date	County	BLM
			Reception No.	Legacy Serial No.
240	RX 14	11/4/2009	883139	WMC300403
241	RX 15	11/4/2009	883140	WMC300404
242	RX 16	11/4/2009	883141	WMC300405
243	RX 17	11/4/2009	883142	WMC300406
244	RX 18	11/4/2009	883143	WMC300407
245	RX 23	11/4/2009	883150	WMC300412
246	RX 24	11/4/2009	883151	WMC300413
247	RX 25	11/4/2009	883152	WMC300414
248	RX 26	11/4/2009	883153	WMC300415
249	RX 27	11/4/2009	883154	WMC300416
250	RX 32	11/4/2009	883159	WMC300421
251	RX 33	11/4/2009	883160	WMC300422
252	RX 34	11/4/2009	883161	WMC300423
253	RX 35	11/4/2009	883162	WMC300424
254	RX 36	11/4/2009	883163	WMC300425
255	RX 41	11/4/2009	883171	WMC300430
256	RX 42	11/4/2009	883172	WMC300431
257	RX 43	11/4/2009	883173	WMC300432
258	RX 44	11/4/2009	883174	WMC300433
259	RX 45	11/4/2009	883175	WMC300434
260	RX 50	11/4/2009	883180	WMC300439
261	RX 51	11/4/2009	883181	WMC300440
262	RX 52	11/4/2009	883182	WMC300441
263	RX 53	11/4/2009	883183	WMC300442
264	RX 54	11/4/2009	883184	WMC300443
265	RX 80	11/3/2009	883210	WMC300469
266	JD 1F	11/9/2009	883219	WMC300349
267	JD 31	1/30/2010	885447	WMC300494
268	JD 1	5/14/2006	796060	WMC275955
269	JD 2	5/13/2006	796061	WMC275956
270	JD 3	5/14/2006	796062	WMC275957
271	JD 4	5/13/2006	796063	WMC275958
272	JD 5	5/13/2006	796064	WMC275959
273	JD 6	5/13/2006	796065	WMC275960
274	JD 7	5/13/2006	796066	WMC275961

#	Claim Name	Location Date	County	BLM
			Reception No.	Legacy Serial No.
275	JD 8	5/13/2006	796067	WMC275962
276	JD 9	5/13/2006	796068	WMC275963
277	JD 10	5/13/2006	796069	WMC275964
278	JD 11	5/13/2006	796070	WMC275965
279	JD 12	5/13/2006	796071	WMC275966
280	JD 13	5/24/2006	796072	WMC275967
281	JD 14	5/24/2006	796073	WMC275968
282	JD 15	5/24/2006	796074	WMC275969
283	JD 16	5/24/2006	796075	WMC275970
284	JD 17	5/24/2006	796076	WMC275971
285	JD 18	5/24/2006	796077	WMC275972
286	JD 19	5/24/2006	796078	WMC275973
287	JD 20	5/24/2006	796079	WMC275974
288	JD 21	5/24/2006	796080	WMC275975
289	JD 22	6/4/2006	796081	WMC275976
290	JD 23	5/14/2006	796082	WMC275977
291	JD 24	5/14/2006	796083	WMC275978
292	JD 25	5/14/2006	796084	WMC275979
293	JD 26	5/14/2006	796085	WMC275980
294	JD 27	5/14/2006	796086	WMC275981
295	JD 28	5/15/2006	796087	WMC275982
296	JD 29	5/15/2006	796088	WMC275983
297	JD 31	5/15/2006	796090	WMC275985
298	JD 32	5/15/2006	796091	WMC275986
299	JD 33	5/15/2006	796092	WMC275987
300	JD 34	5/14/2006	796093	WMC275988
301	JD 35	5/14/2006	796094	WMC275989
302	JD 36	5/14/2006	796095	WMC275990
303	JD 37	5/14/2006	796096	WMC275991
304	JD 38	5/14/2006	796097	WMC275992
305	JD 39	5/14/2006	796098	WMC275993
306	JD 40	5/16/2006	796099	WMC275994
307	JD 41	5/16/2006	796100	WMC275995
308	JD 42	5/16/2006	796101	WMC275996
309	JD 43	5/16/2006	796102	WMC275997

#	Claim Name	Location Date	County	BLM
			Reception No.	Legacy Serial No.
310	JD 44	5/16/2006	796103	WMC275998
311	JD 45	5/16/2006	796104	WMC275999
312	JD 46	5/16/2006	796105	WMC276000
313	JD 47	5/16/2006	796106	WMC276001
314	JD 48	5/16/2006	796107	WMC276002
315	JD 49	5/16/2006	796108	WMC276003
316	JD 50	5/16/2006	796109	WMC276004
317	JD 51	5/16/2006	796110	WMC276005
318	JD 52	5/16/2006	796111	WMC276006
319	JD 53	5/16/2006	796112	WMC276007
320	JD 54	5/16/2006	796113	WMC276008
321	JD 55	5/16/2006	796114	WMC276009
322	JD 56	5/24/2006	796115	WMC276010
323	JD 57	5/24/2006	796116	WMC276011
324	JD 58	5/24/2006	796117	WMC276012
325	JD 59	5/31/2006	796118	WMC276013
326	JD 60	5/31/2006	796119	WMC276014
327	JD 61	5/18/2006	796120	WMC276015
328	JD 62	5/18/2006	796121	WMC276016
329	JD 63	5/18/2006	796122	WMC276017
330	JD 64	5/18/2006	796123	WMC276018
331	JD 65	5/18/2006	796124	WMC276019
332	JD 66	5/18/2006	796125	WMC276020
333	JD 67	5/23/2006	796126	WMC276021
334	JD 68	5/23/2006	796127	WMC276022
335	JD 69	5/23/2006	796128	WMC276023
336	JD 70	5/23/2006	796129	WMC276024
337	JD 71	5/23/2006	796130	WMC276025
338	JD 72	5/23/2006	796131	WMC276026
339	JD 73	5/23/2006	796132	WMC276027
340	JD 74	5/23/2006	796133	WMC276028
341	JD 75	5/23/2006	796134	WMC276029
342	JD 76	5/22/2006	796135	WMC276030
343	JD 77	5/22/2006	796136	WMC276031
344	JD 78	5/22/2006	796137	WMC276032

#	Claim Name	Location Date	County	BLM
			Reception No.	Legacy Serial No.
345	JD 78-A	5/14/2006	796138	WMC276033
346	JD 79	5/22/2006	796139	WMC276034
347	JD 80	5/22/2006	796140	WMC276035
348	JD 81	5/22/2006	796141	WMC276036
349	JD 82	5/22/2006	796142	WMC276037
350	JD 83	5/22/2006	796143	WMC276038
351	JD 84	5/22/2006	796144	WMC276039
352	JD 85	5/22/2006	796145	WMC276040
353	JD 86	5/22/2006	796146	WMC276041
354	JD 87	5/22/2006	796147	WMC276042
355	JD 88	5/22/2006	796148	WMC276043
356	JD 89	5/22/2006	796149	WMC276044
357	JD 90	5/22/2006	796150	WMC276045
358	JD 91	5/22/2006	796151	WMC276046
359	JD 92	5/22/2006	796152	WMC276047
360	JD 93	5/22/2006	796153	WMC276048
361	JD 94	5/23/2006	796154	WMC276049
362	JD 95	5/23/2006	796155	WMC276050

Total of three hundred and sixty-two (362) unpatented lode mining claims.

[End of Exhibit A-1]

Exhibit A-2
Description of Endurance Claims

The following eighty-two (82) unpatented lode mining claims owned by GFG Resources (US) Inc., a Nevada corporation, situated in Sections 6, 7, 8, and 18, T. 32 N., R. 87 W, and Sections 1, 2, 3, 10, 11, 12, and 36, T. 32 N., R. 88 W., 6th PM, in Natrona County, Wyoming:

#	Claim Name	Location Date	County	BLM
			Reception No.	Legacy Serial No.
1	BC-1	12/11/2008	858709	WMC297304
2	BC-2	12/11/2008	858710	WMC297305
3	BC-3	12/11/2008	858711	WMC297306
4	BC-4	12/11/2008	858712	WMC297307
5	BC-5	12/11/2008	858713	WMC297308
6	BC-6	12/11/2008	858714	WMC297309
7	BC-7	12/11/2008	855715	WMC297310
8	BC-8	12/11/2008	858716	WMC297311
9	BC-9	12/11/2008	858717	WMC297312
10	BC-10	12/11/2008	858718	WMC297313
11	BC-11	12/11/2008	858719	WMC297314
12	BC-12	12/11/2008	858720	WMC297315
13	STP-1	12/11/2008	857052	WMC297320
14	STP-2	12/11/2008	857053	WMC297321
15	STP-3	12/11/2008	857054	WMC297322
16	TM-1	12/11/2008	857024	WMC297323
17	TM-2	12/11/2008	857025	WMC297324
18	TM-3	12/11/2008	857306	WMC297325
19	TM-4	12/11/2008	857026	WMC297326
20	TM-5	12/11/2008	857027	WMC297327
21	TM-6	12/11/2008	857028	WMC297328
22	TM-7	12/11/2008	857029	WMC297329
23	TM-8	12/11/2008	857030	WMC297330
24	TM-9	12/11/2008	857031	WMC297331
25	TM-10	12/11/2008	857032	WMC297332
26	TM-11	12/11/2008	857033	WMC297333
27	TMS-1	12/11/2008	857038	WMC297334
28	TMS-2	12/11/2008	857039	WMC297335
29	TMS-3	12/11/2008	857040	WMC297336

#	Claim Name	Location Date	County	BLM
			Reception No.	Legacy Serial No.
30	TMS-4	12/11/2008	857307	WMC297337
31	TMS-5	12/11/2008	857041	WMC297338
32	TMS-6	12/11/2008	857042	WMC297339
33	TMS-7	12/11/2008	857043	WMC297340
34	BCN#1	7/31/2009	872371	WMC297749
35	BCN#2	7/31/2009	872372	WMC297750
36	BCAX 1	6/2/2010	889709	WMC302249
37	BCAX 2	6/2/2010	889710	WMC302250
38	BCAX 3	6/2/2010	889711	WMC302251
39	BCAX 4	5/27/2010	889447	WMC302252
40	BCAX 5	5/27/2010	889448	WMC302253
41	BCAX 6	5/27/2010	889449	WMC302254
42	BCAX 7	5/26/2010	889450	WMC302255
43	BCAX 8	5/26/2010	889451	WMC302256
44	BCAX 9	5/26/2010	889452	WMC302257
45	BCAX 10	6/4/2010	889893	WMC302258
46	BCAX 11	6/4/2010	889894	WMC302259
47	BCAX 12	6/4/2010	889895	WMC302260
48	BCAX 13	6/4/2010	889896	WMC302261
49	BCAX 14	6/4/2010	889897	WMC302262
50	BCAX 15	6/4/2010	889898	WMC302263
51	TMN-1	6/7/2013	953442	WMC309743
52	TMN-2	6/7/2013	953443	WMC309744
53	TMN-3	6/7/2013	953444	WMC309745
54	TMN-4	6/7/2013	953445	WMC309746
55	TMN-5	6/7/2013	953446	WMC309747
56	TMN-6	6/7/2013	953447	WMC309748
57	TMN-7	6/7/2013	953448	WMC309749
58	TMN-8	6/7/2013	953449	WMC309750
59	TMN-9	6/7/2013	953450	WMC309751
60	TMN-10	6/7/2013	953451	WMC309752
61	TMN-11	6/7/2013	953452	WMC309753
62	TMN-12	6/7/2013	953453	WMC309754
63	TMN-13	6/7/2013	953454	WMC309755
64	TMN-14	6/7/2013	953455	WMC309756

#	Claim Name	Location Date	County	BLM
			Reception No.	Legacy Serial No.
65	TMN-15	6/7/2013	953456	WMC309757
66	TMN-16	6/7/2013	953457	WMC309758
67	TMN-17	6/7/2013	953458	WMC309759
68	TMN-18	6/7/2013	953459	WMC309760
69	TMN-19	6/7/2013	953460	WMC309761
70	TMN-20	6/7/2013	953461	WMC309762
71	TMN-21	6/7/2013	953462	WMC309763
72	TMN-22	6/7/2013	953463	WMC309764
73	TMN-23	6/7/2013	953464	WMC309765
74	TMN-24	6/7/2013	953465	WMC309766
75	TMN-25	6/7/2013	953466	WMC309767
76	TMN-26	6/7/2013	953467	WMC309768
77	TMN-27	6/7/2013	953468	WMC309769
78	TMN-28	6/7/2013	953469	WMC309770
79	TMN-29	6/7/2013	953470	WMC309771
80	TMN-30	6/7/2013	953471	WMC309772
81	TMN-31	6/7/2013	953472	WMC309773
82	TMN-32	6/7/2013	953473	WMC309774

Total of eight-two (82) unpatented lode mining claims.

[End of Exhibit A-2]

Exhibit A-3
Description of Glasscock Claims

The following seventy-eight (78) unpatented lode mining claims owned by GFG Resources (US) Inc., a Nevada corporation, situated in Sections 5 through 8 and 18, T. 32 N., R. 87 W., and Sections 11 through 15, T. 32 N., R. 88 W., 6th PM, in Natrona County, Wyoming:

#	Claim Name	Location Date	County	BLM
			Reception No.	Legacy Serial No.
1	BM-2	2/24/2009	862263	WMC297646
2	BM-4	2/24/2009	861502	WMC297648
3	BM-6	2/24/2009	861504	WMC297650
4	BM-8	2/24/2009	861506	WMC297652
5	BM-9	2/24/2009	861507	WMC297653
6	BM-10	2/24/2009	861508	WMC297654
7	BM-11	2/24/2009	861509	WMC297655
8	BM-12	2/24/2009	861510	WMC297656
9	DC-1	2/24/2009	861511	WMC297657
10	DC-2	2/24/2009	861512	WMC297658
11	DC-3	2/24/2009	861513	WMC297659
12	DC-4	2/24/2009	861514	WMC297660
13	DC-5	2/24/2009	861515	WMC297661
14	DC-6	2/24/2009	861516	WMC297662
15	DC-7	2/24/2009	861517	WMC297663
16	DC-8	2/24/2009	861518	WMC297664
17	DC-9	2/24/2009	861519	WMC297665
18	DC-10	2/24/2009	861520	WMC297666
19	DC-11	2/24/2009	861521	WMC297667
20	DC-12	2/24/2009	861522	WMC297668
21	DC-13	2/24/2009	861523	WMC297669
22	DC-14	2/24/2009	861524	WMC297670
23	DC-15	2/24/2009	861525	WMC297671
24	DC-16	2/24/2009	861526	WMC297672
25	DC-17	2/24/2009	861527	WMC297673
26	DC-18	2/24/2009	861528	WMC297674
27	DC-19	2/24/2009	861529	WMC297675
28	DC-20	2/24/2009	861530	WMC297676
29	DC-21	2/24/2009	861531	WMC297677

#	Claim Name	Location Date	County	BLM
			Reception No.	Legacy Serial No.
30	DC-22	2/24/2009	861532	WMC297678
31	DC-23	2/24/2009	861533	WMC297679
32	DC-24	2/24/2009	861534	WMC297680
33	DC-25	2/24/2009	861535	WMC297681
34	DC-26	2/24/2009	861536	WMC297682
35	DC-27	2/24/2009	861537	WMC297683
36	DC-29	2/24/2009	861539	WMC297685
37	DC-31	2/24/2009	861541	WMC297687
38	DC-32	2/24/2009	861542	WMC297688
39	DC-33	2/24/2009	861543	WMC297689
40	DC-34	2/24/2009	861544	WMC297690
41	DC-35	2/24/2009	861545	WMC297691
42	DC-36	2/24/2009	861546	WMC297692
43	MD-3	2/24/2009	861491	WMC297693
44	MD-4	2/24/2009	861492	WMC297694
45	MD-5	2/24/2009	861493	WMC297695
46	MD-6	2/24/2009	861494	WMC297696
47	MD-7	2/24/2009	861495	WMC297697
48	MD-8	2/24/2009	861496	WMC297698
49	MD-9	2/24/2009	861497	WMC297699
50	MD-10	2/24/2009	861498	WMC297700
51	MD-11	2/24/2009	861499	WMC297701
52	MF-1	2/24/2009	861579	WMC297702
53	MF-2	2/24/2009	861580	WMC297703
54	MF-3	2/24/2009	861581	WMC297704
55	MF-4	2/24/2009	861547	WMC297705
56	MF-5	2/24/2009	861548	WMC297706
57	MF-6	2/24/2009	861549	WMC297707
58	MF-7	2/24/2009	861550	WMC297708
59	MF-8	2/24/2009	861551	WMC297709
60	MF-9	2/24/2009	861552	WMC297710
61	MF-10	2/24/2009	861553	WMC297711
62	MF-11	2/24/2009	861554	WMC297712
63	MF-12	2/24/2009	861555	WMC297713
64	MF-13	2/24/2009	861556	WMC297714

#	Claim Name	Location Date	County Reception No.	BLM Legacy Serial No.
65	MF-14	2/24/2009	861557	WMC297715
66	MD 1	7/20/2009	871288	WMC298401
67	MD 2	7/20/2009	871289	WMC298402
68	MD 12	7/20/2009	871290	WMC298403
69	MD 13	7/20/2009	871291	WMC298404
70	MD 14	7/20/2009	871292	WMC298405
71	MD 15	7/20/2009	871293	WMC298406
72	MD 16	7/20/2009	871294	WMC298407
73	MD 17	7/20/2009	871295	WMC298408
74	MD 18	7/20/2009	871296	WMC298409
75	MD 19	7/20/2009	871297	WMC298410
76	MD 20	7/20/2009	871298	WMC298411
77	MD 21	7/20/2009	871299	WMC298412
78	MF 15	11/30/2009	882764	WMC300486

Total of seventy-eight (78) unpatented lode mining claims.

[End of Exhibit A-3]

Exhibit A-4
Description of IEV Claims

The following thirty-five (35) unpatented lode mining claims owned by GFG Resources (US) Inc., a Nevada corporation, situated in Sections 29 through 32, T. 32 N., R. 88 W., 6th PM, in Natrona County, Wyoming:

#	Claim Name	Location Date	County	BLM
			Reception No.	Legacy Serial No.
1	IEV #21	9/7/2011	919280	WMC305851
2	IEV #22	9/7/2011	919281	WMC305852
3	IEV #23	9/7/2011	919282	WMC305853
4	IEV #24	9/7/2011	919283	WMC305854
5	IEV #25	9/7/2011	919284	WMC305855
6	IEV #26	9/7/2011	919285	WMC305856
7	IEV #27	9/7/2011	919286	WMC305857
8	IEV #28	9/7/2011	919287	WMC305858
9	IEV #50	9/7/2011	919288	WMC305859
10	IEV #51	9/7/2011	919289	WMC305860
11	IEV #52	9/7/2011	919290	WMC305861
12	IEV #53	9/7/2011	919291	WMC305862
13	IEV #54	9/7/2011	919292	WMC305863
14	IEV #55	9/7/2011	919293	WMC305864
15	IEV #56	9/7/2011	919294	WMC305865
16	Gold Rim #63	11/8/2014	986572	WMC311288
17	Gold Rim #64	11/8/2014	986573	WMC311289
18	Gold Rim #65	11/8/2014	986574	WMC311290
19	Gold Rim #66	11/8/2014	986575	WMC311291
20	Gold Rim #67	11/8/2014	986576	WMC311292
21	Gold Rim #68	11/8/2014	986577	WMC311293
22	Gold Rim #69	11/8/2014	986578	WMC311294
23	Gold Rim #70	11/8/2014	986579	WMC311295
24	Gold Rim #71	11/8/2014	986580	WMC311296
25	Gold Rim #72	11/8/2014	986581	WMC311297
26	Gold Rim #73	11/8/2014	986582	WMC311298
27	Gold Rim #74	11/8/2014	986583	WMC311299
28	IEV #17	9/1/2016	1020907	WMC312330
29	IEV #18	9/1/2016	1020908	WMC312331

#	Claim Name	Location Date	County Reception No.	BLM Legacy Serial No.
30	IEV #19	9/1/2016	1020909	WMC312332
31	IEV #20	9/1/2016	1020910	WMC312333
32	IEV #57	9/1/2016	1020911	WMC312334
33	IEV #58	9/1/2016	1020912	WMC312335
34	IEV #59	9/1/2016	1020913	WMC312336
35	IEV #60	9/1/2016	1020914	WMC312337

Total of thirty-five (35) unpatented lode mining claims.

[End of Exhibit A-4]

Exhibit A-5
Description of TBJ Claims

The following ninety-three (93) unpatented lode mining claims owned by JMO Exploration (US) Inc., a Nevada corporation, situated in Sections 5, 7, 8, 12, and 18, T. 32 N., R. 87 W., Sections 1, 2, 7, 11, 12, 13, 15, 19, 22, and 26 through 33, T. 32 N., R. 88 W., Sections 24 and 25, T. 32 N., R. 89 W., and Sections 31 and 36, T. 33 N., R. 88W., 6th PM, in Natrona County, Wyoming:

#	Claim Name	Location Date	County	BLM
			Reception No.	Legacy Serial No.
1	TBJ 16	10/20/2015	1005517	WMC311608
2	TBJ 17	10/20/2015	1005518	WMC311609
3	TBJ 18	10/20/2015	1005519	WMC311610
4	TBJ 123	10/18/2015	1005624	WMC311665
5	TBJ 125	10/18/2015	1005626	WMC311667
6	TBJ 127	10/18/2015	1005628	WMC311669
7	TBJ 128	10/18/2015	1005629	WMC311670
8	TBJ 129	10/18/2015	1005630	WMC311671
9	TBJ 130	10/18/2015	1005631	WMC311672
10	TBJ 131	10/15/2015	1005632	WMC311520
11	TBJ 132	10/15/2015	1005633	WMC311521
12	TBJ 133	10/15/2015	1005634	WMC311522
13	TBJ 134	10/15/2015	1005635	WMC311523
14	TBJ 135	10/15/2015	1005636	WMC311524
15	TBJ 136	10/15/2015	1005637	WMC311525
16	TBJ 137	10/15/2015	1005638	WMC311526
17	TBJ 138	10/15/2015	1005639	WMC311527
18	TBJ 139	10/15/2015	1005640	WMC311528
19	TBJ 140	10/15/2015	1005641	WMC311529
20	TBJ 141	10/15/2015	1005642	WMC311530
21	TBJ 142	10/15/2015	1005643	WMC311531
22	TBJ 143	10/15/2015	1005644	WMC311532
23	TBJ 144	10/15/2015	1005645	WMC311533
24	TBJ 150	10/18/2015	1005651	WMC311678
25	TBJ 151	10/18/2015	1005652	WMC311679
26	TBJ 152	10/18/2015	1005653	WMC311680
27	TBJ 153	10/18/2015	1005654	WMC311681

#	Claim Name	Location Date	County	BLM
			Reception No.	Legacy Serial No.
28	TBJ 154	10/18/2015	1005655	WMC311682
29	TBJ 155	10/18/2015	1005656	WMC311683
30	TBJ 156	10/18/2015	1005657	WMC311684
31	TBJ 157	10/18/2015	1005658	WMC311685
32	TBJ 158	10/18/2015	1005659	WMC311686
33	TBJ 159	10/18/2015	1005660	WMC311687
34	TBJ 160	10/18/2015	1005661	WMC311688
35	TBJ 161	10/18/2015	1005662	WMC311689
36	TBJ 162	10/18/2015	1005663	WMC311690
37	TBJ 163	10/18/2015	1005664	WMC311691
38	TBJ 164	10/18/2015	1005665	WMC311692
39	TBJ 165	10/18/2015	1005666	WMC311693
40	TBJ 166	10/18/2015	1005667	WMC311694
41	TBJ 167	10/18/2015	1005668	WMC311695
42	TBJ 168	10/18/2015	1005669	WMC311696
43	TBJ 169	10/18/2015	1005670	WMC311697
44	TBJ 170	10/18/2015	1005671	WMC311698
45	TBJ 171	10/18/2015	1005672	WMC311699
46	TBJ 177	10/18/2015	1005678	WMC311705
47	TBJ 178	10/18/2015	1005679	WMC311706
48	TBJ 179	10/18/2015	1005680	WMC311707
49	TBJ 180	10/18/2015	1005681	WMC311708
50	TBJ 181	10/18/2015	1005682	WMC311709
51	TBJ 182	10/18/2015	1005683	WMC311710
52	TBJ 183	10/18/2015	1005684	WMC311711
53	TBJ 250	10/22/2015	1005751	WMC311720
54	TBJ 251	10/22/2015	1005752	WMC311721
55	TBJ 252	10/22/2015	1005753	WMC311722
56	TBJ 253	10/22/2015	1005754	WMC311723
57	TBJ 254	10/22/2015	1005755	WMC311724
58	TBJ 255	10/22/2015	1005756	WMC311725
59	TBJ 256	10/22/2015	1005757	WMC311726
60	TBJ 257	10/22/2015	1005758	WMC311727
61	TBJ 258	10/22/2015	1005759	WMC311728
62	TBJ 259	10/22/2015	1005760	WMC311729

#	Claim Name	Location Date	County	BLM
			Reception No.	Legacy Serial No.
63	TBJ 260	10/22/2015	1005761	WMC311730
64	TBJ 261	10/22/2015	1005762	WMC311731
65	TBJ 275	10/22/2015	1005776	WMC311745
66	TBJ 276	10/23/2015	1005777	WMC311746
67	TBJ 277	10/23/2015	1005778	WMC311747
68	TBJ 278	10/23/2015	1005779	WMC311748
69	TBJ 279	10/23/2015	1005780	WMC311749
70	TBJ 280	10/23/2015	1005781	WMC311750
71	TBJ 281	10/23/2015	1005782	WMC311751
72	TBJ 282	10/23/2015	1005783	WMC311752
73	TBJ 283	10/23/2015	1005784	WMC311753
74	TBJ 284	10/23/2015	1005785	WMC311754
75	TBJ 285	10/23/2015	1005786	WMC311755
76	TBJ 286	10/23/2015	1005787	WMC311756
77	TBJ 287	10/23/2015	1005788	WMC311757
78	TBJ 288	10/23/2015	1005789	WMC311758
79	TBJ 289	10/23/2015	1005790	WMC311759
80	TBJ 290	10/23/2015	1005791	WMC311760
81	TBJ 291	10/23/2015	1005792	WMC311761
82	TBJ 292	10/23/2015	1005793	WMC311762
83	TBJ 295	10/24/2015	1005796	WMC311765
84	TBJ 296	10/24/2015	1005797	WMC311766
85	TBJ 297	10/24/2015	1005798	WMC311767
86	TBJ 298	10/24/2015	1005799	WMC311768
87	TBJ 299	10/24/2015	1005800	WMC311769
88	TBJ 300	10/24/2015	1005801	WMC311770
89	TBJ 335	10/21/2015	1005836	WMC311805
90	TBJ 336	10/21/2015	1005837	WMC311806
91	TBJ 337	10/20/2015	1005838	WMC311807
92	TBJ 338	10/20/2015	1005839	WMC311808
93	TBJ 339	10/20/2015	1005840	WMC311809

Total of ninety-three (93) unpatented lode mining claims.

[End of Exhibit A-5]

Exhibit A-6
Description of TX Claims

The following six (6) unpatented lode mining claims owned by JMO Exploration (US) Inc., a Nevada corporation, situated in Sections 29, 30, and 31, T. 32 N., R. 88 W., and Sections 25 and 36, T. 32 N., R. 89 W., 6th PM, in Natrona County, Wyoming:

#	Claim Name	Location Date	County Reception No.	BLM Legacy Serial No.
1	TX 343	9/6/2016	1019625	WMC312282
2	TX 344	9/6/2016	1019626	WMC312283
3	TX 345	9/6/2016	1019283	WMC312284
4	TX-346	10/11/2016	1024639	WMC312523
5	TX-347 (Amended)	10/11/2016 3/15/2017	1024640 1027738	WMC312524
6	TX-348	10/11/2016	1024641	WMC312525

Total of six (6) unpatented lode mining claims.

[End of Exhibit A-6]

[End of Exhibit A]

Exhibit B
Permitted Encumbrances and Title Issues

- (1) The Claims are subject to the paramount title of the United States of America.
- (2) “Miller Royalty” payable in accordance with the terms of the Mining Lease dated June 1, 2003, as amended (the “Miller Lease”).
- (3) “Orion Royalty” created under the Deed with Reservation of Royalty and Grant of Royalty dated effective June 17, 2010, recorded in the Office of the Natrona County Clerk on July 6, 2010, as Reception No. 89143.
- (4) “Rattlesnake Royalty” created under the Royalty Deed dated July 28, 2015, recorded in the Office of the Natrona County Clerk on October 29, 2015, as Reception No. 1002301.
- (5) “Endurance Royalty” created under the Royalty Deed and Assignment dated October 8, 2015, recorded in the Office of the Natrona County Clerk on October 29, 2015, as Reception No. 1002303.
- (6) “IEV Royalty” created under the Royalty Deed and Assignment dated October 13, 2016, recorded in the Office of the Natrona County Clerk on November 15, 2016, as Reception No. 1022305.
- (7) “Newstrike Royalty” created under the Royalty Deed and Assignment dated October 13, 2016, recorded in the Office of the Natrona County Clerk on November 15, 2016, as Reception No. 1022306.
- (8) Easements, rights-of-way, encroachments, restrictions, covenants, conditions, and other similar matters that, individually or in the aggregate, do not materially impact the current use, occupancy, utility of the applicable real property.
- (9) Certain portions of the Claims are located on lands wherein the surface has been patented to third parties, and Grantor’s right to use the surface in connection with exploration, development, and mining of minerals therein are subject to such surface rights.

SCHEDULE D

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

[See attached.]

ASSIGNMENT AND ASSUMPTION AGREEMENT

(Rattlesnake Property, Natrona County, Wyoming)

This ASSIGNMENT AND ASSUMPTION ("Agreement") is made and entered into effective this ____ day of ____, 2024 (the "Effective Date"), from GFG RESOURCES (US) INC., a Nevada corporation ("Assignor"), to [PURCHASER SUBSIDIARY], a _____ corporation ("Assignee"), whose address is whose address is []. Assignor and Assignee are sometimes referred to individually as a "Party" and are collectively as the "Parties."

Recitals

A. The Parties, together with JMO Exploration (US) Inc. ("JMO US") and Axcap Ventures Inc., entered into that certain Mineral Property Purchase Agreement dated August ____, 2024 (the "Purchase Agreement"), whereby Assignor agreed, *inter alia*, to assign and transfer to Assignee, and Assignee agreed to assume and accept from Assignor, all of Assignor's right, title, and interest in and to the following leases, permits, and licenses relating to the Rattlesnake Property (as defined herein) situated in Natrona County, Wyoming (collectively, the "Underlying Agreements"):

- (1) The leasehold interest of Assignor in and to those certain thirty (30) unpatented lode mining claims more particularly described in Part 1 of Exhibit A attached hereto (the "Leased Claims");
- (2) The leasehold interest of Assignor in and to those certain three (3) State of Wyoming Mining Leases more particularly described in Part 2 of Exhibit A attached hereto (the "Wyoming State Leases"); and
- (3) All Government authorizations related to the Rattlesnake Property, which are more particularly described in Part 3 of Exhibit A attached hereto (the "Government Authorizations"), including, but not limited to, the US\$219,000 bond amount for License to Explore 289LE from the Wyoming Department of Environmental Quality.

B. Pursuant to the Purchase Agreement and contemporaneous with the execution of this Agreement, Assignor and JMO US has conveyed six hundred and fifty-six (656) unpatented lode mining claims (the "Owned Claims") to Assignee by way that certain Deed dated as of the Effective Date. The Owned Claims, Leased Claims, and Wyoming State Leases are collectively referred to as the "Rattlesnake Property."

C. Pursuant to the terms of the Purchase Agreement, Assignor now wishes to assign and transfer the Underlying Agreements to Assignee, and Assignee now wishes to assume the obligations of the Underlying Agreements from Assignor by way of this Agreement.

Assignment and Assumption

THEREFORE, in consideration of TEN DOLLARS (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Transfer of Underlying Agreements. Assignor hereby sells, conveys, assigns, transfers, and delivers to Assignee and its successors and assigns, and Assignee hereby purchases, assumes, and accepts from Assignor, all of Assignor's right, title, and interest in and to, without limitation, the Underlying Agreements, and all of Assignor's claims against third parties related to the Owned Claims and the Underlying Agreements. Assignee hereby agrees to comply with and be bound by all terms and conditions of the Underlying Agreements as of the Effective Date.

2. Assumption of Liabilities. Assignor hereby assigns and delegates to Assignee, and Assignee hereby assumes and undertakes to pay, defend, discharge, and perform in full when due all liabilities arising or to be performed as of the Effective Date relating to the Owned Claims and the Underlying Agreements (the "Assumed Liabilities").

3. Consent. Where the assignment of Underlying Agreements or the assumption of Assumed Liabilities is subject to the consent of a third party, the Parties shall use all commercially reasonable efforts to secure such consent prior to the execution of this Agreement. Where such consent has not been obtained prior to the execution of this Agreement, the Parties shall allow Assignee to perform all obligations related to such Underlying Agreements or Assumed Liabilities, and to receive all benefits and to bear all burdens in any way related to such Underlying Agreements or Assumed Liabilities until such time as such consent to assignment or assumption is procured.

4. Successors and Assigns. Except as otherwise provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties.

5. Further Assurances. The Parties each agree to perform such further acts and to execute such documents as may be reasonably required to effectuate the transfers contemplated by this Agreement. Separate assignments of the Underlying Agreements may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, powers, and privileges set forth herein as fully as though they were set forth in each such assignments. The interests conveyed by such separate assignments are the same, and not in addition to, the Underlying Agreements conveyed herein.

6. Severability. In case any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall automatically be deemed amended to the extent of such enforceability or deleted entirely. The validity, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

7. Titles and Headings. The titles and headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

8. Governing Law. This Agreement shall be governed by and interpreted with the laws of the United States of America and the State of Wyoming. The Parties hereby consent to the non-exclusive personal jurisdiction of the state and federal courts located in the State of Nevada in connection with any controversy related to this Agreement and waive any argument that venue in any such forum is not convenient. **THE PARTIES WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION AT LAW OR IN EQUITY OR IN ANY OTHER PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

9. Warranties and Representations. The Purchase Agreement joins this Agreement for the purpose of any covenants, representations and warranties relating to the Underlying Agreements.

10. Counterparts. This Agreement may be executed in counterparts, which may be delivered by facsimile or electronic form. Each executed counterpart shall be deemed to be an original and all such counterparts when read together constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ASSIGNOR:

GFG RESOURCES (US) INC., a Nevada corporation

By: _____

Name:

Title:

ASSIGNEE:

[PURCHASER SUBSIDIARY], a _____ corporation

By: _____

Name:

Title:

STATE/PROVINCE OF _____)
) ss.
COUNTY/CITY OF _____)

On the _____ day of _____ 2024, before me, a Notary Public in and for said State and County, personally appeared _____ [*name*], _____ [*title*] of GFG RESOURCES (US) INC., a Nevada corporation, personally known (or proved) to me to be the person who executed the above ASSIGNMENT AND ASSUMPTION AGREEMENT, and acknowledged to me that he executed the same for purposes stated therein.

Witness my hand and official seal.

Notary Public

My commission expires: _____

STATE/PROVINCE OF _____)
) ss.
COUNTY/CITY OF _____)

On the _____ day of _____ 2024, before me, a Notary Public in and for said State and County, personally appeared _____ [*name*], _____ [*title*] of **[PURCHASER SUBSIDIARY]**, a _____ corporation, personally known (or proved) to me to be the person who executed the above ASSIGNMENT AND ASSUMPTION AGREEMENT, and acknowledged to me that he executed the same for purposes stated therein.

Witness my hand and official seal.

Notary Public

My commission expires: _____

Exhibit A
Description of Underlying Agreements

Part 1 – Leased Claims

That certain Mining Lease dated June 1, 2003, as amended, by and between David Miller, as “agent and legal representative of owners,” and GFG Resources (US) Inc., a Nevada corporation, as successor-in-interest to Bald Mountain Mining Company, a South Dakota corporation, affecting the following thirty (30) unpatented mining claims which are situated in Sections 19 and 30, T. 32 N., R. 87 W., and Sections 24 and 25, T. 32 N., R. 88 W., 6th P.M:

#	Claim Name	Location Date	Owner	County Reception No.	BLM WMC No.
1	MG #1	6/11/1993	David R. Miller	527687	WMC247272
2	MG #2	6/11/1993	David R. Miller	527688	WMC247273
3	MG #3	6/11/1993	David R. Miller	527689	WMC247274
4	MG #5	6/21/1993	Lyle D. Fruchey, David R. Miller	527690	WMC247276
5	MG #6	6/21/1993	Lyle D. Fruchey, David R. Miller	527691	WMC247277
6	BIF #8	7/19/1983	Lyle D. Fruchey, David R. Miller	355091	WMC221930
7	BIF #9	7/19/1983	Lyle D. Fruchey, David R. Miller	355092	WMC221929
8	BIF #10	7/19/1983	Lyle D. Fruchey, David R. Miller	355093	WMC221928
9	BIF #11	7/19/1983	David R. Miller	355105	WMC221927
10	BIF #12	7/19/1983	Lyle D. Fruchey, David R. Miller	355106	WMC221926
11	BIF #13	7/19/1983	David R. Miller	355107	WMC221925
12	BIF #14	7/19/1983	David R. Miller	355108	WMC221924
13	BIF #25	7/19/1983	Lyle D. Fruchey, David R. Miller	355098	WMC221915
14	BIF #26	7/19/1983	David R. Miller	355099	WMC221914
15	BIF #27	7/19/1983	David R. Miller	355100	WMC221913
16	BIF #28	7/19/1983	David R. Miller	355101	WMC221912
17	BIF #45	9/26/1983	David R. Miller	359004	WMC222919
18	GM #83	5/4/1992	Richard C. Meyer, David R. Miller	506928	WMC244849
19	GM #84	5/4/1992	Lyle D. Fruchey, David R. Miller	506929	WMC244850
20	RAT #61	6/9/1992	Richard C. Meyer, David R. Miller	510432	WMC245234
21	RAT #63	6/9/1992	Richard C. Meyer, David R. Miller	510434	WMC245236
22	RAT #65	6/9/1992	Richard C. Meyer, David R. Miller	510436	WMC245238
23	RAT #85	6/8/1992	Richard C. Meyer, David R. Miller	510438	WMC245240
24	RAT #86	6/8/1992	Lyle D. Fruchey, David R. Miller	510439	WMC245241
25	RAT #87	6/8/1992	Richard C. Meyer, David R. Miller	510440	WMC245242
26	RAT #88	6/8/1992	Lyle D. Fruchey, David R. Miller	510441	WMC245243
27	RAT #89	6/8/1992	Richard C. Meyer, David R. Miller	510442	WMC245244
28	RAT #90	6/8/1992	Richard C. Meyer, David R. Miller	510443	WMC245245

#	Claim Name	Location Date	Owner	County Reception No.	BLM WMC No.
29	RAT #92	6/8/1992	Richard C. Meyer, David R. Miller	510445	WMC245247
30	RAT #94	6/8/1992	Richard C. Meyer, David R. Miller	510447	WMC245249

Part 2 – Wyoming State Leases

The following six (6) fee land State of Wyoming Metallic and Non-Metallic Rocks and Minerals Mining Leases with the Wyoming Office of State Lands and Investments situated in Natrona County, Wyoming, which are held by GFG Resources (US) Inc., a Nevada corporation:

#	Lease No.	Expiration	Legal Description	Acres
1	0-40848	9/1/2033	Section 36 (All), T. 32 N., R. 88 W., 6th P.M.	640
2	0-40862	2/1/2034	Lot 4, Section 18, T. 32 N., R. 87 W., 6th P.M.	38.51
3	0-42970	10/1/2032	SWNE Section 5, T. 32 N., R. 87 W., 6th P.M. NENE Section 7, T. 32 N., R. 87 W., 6th P.M.	80
4	0-42971	10/1/2032	SWSE Section 1, T. 32 N., R. 88 W., 6th P.M. NENW Section 12, T. 32 N., R. 88 W., 6th P.M.	80
5	0-42972	10/1/2032	SESW Section 12, T. 32 N., R. 88 W., 6th P.M.	40
6	0-43487	12/1/2024	Section 36, T. 32 N., R. 89 W., 6th P.M.	640

The Wyoming State Leases are subject to certain grazing rights held by the surface owners.

Part 3 – Government Authorizations

The following Government authorizations relating to the Rattlesnake Property, the benefits of which are held by GFG Resources (US) Inc.:

Permit Number	Permit Type	Issued	Agency	Bond
LE 289	License to Explore		WY DEQ	\$286,000

The Government Authorizations assigned and transferred to [PURCHASER SUBSIDIARY] includes the US\$219,000 bond amount for the License to Explore LE289 from the Wyoming Department of Environmental Quality.

SCHEDULE E
FORM OF BILL OF SALE

[See attached.]

Bill of Sale
Rattlesnake Hills Project

This Bill of Sale (the "Bill of Sale") is made and executed by GFG Resources (US) Inc., a Nevada corporation ("GFG US"), and JMO Exploration (US) Inc., a Nevada corporation ("JMO US"; JMO US and GFG US are collectively referred to as the "Transferor"), in favor and to **[Name of Purchaser U.S. Subsidiary]**, a _____ corporation ("Transferee"). This Bill of Sale concerns the sale by Transferor to Transferee of certain data and information regarding the unpatented mining claims referred to as the Rattlesnake Hills Project situated in Natrona County, Wyoming, more particularly described in Schedules A-1 through A-8 attached to and by this reference incorporated in this Bill of Sale (the "Property"). In consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Transferor assigns, conveys, sells and transfers to Transferee and to Transferee's successors-in-interest and assigns all of Transferor's claims, right, title and interest in and to all geological, geochemical and geophysical maps, reports, surveys and tests; all drill hole maps, drill logs, and drill-related data and information; all sample and assay logs, maps, reports and tests; and all other like reports, studies, surveys and tests; and all other data relating to the Property, including any such data in digital, electronic, magnetic, optical and written format.

This Bill of Sale may be executed and delivered by electronic transmission and the receiving party is entitled to rely on the same to the same extent as if it had been an executed original.

Dated effective _____, 2024.

GFG Resources (US) Inc., a Nevada corporation

Per: _____

Name:

Title:

JMO Exploration (US) Inc., a Nevada corporation

Per: _____

Name:

Title:

SCHEDULE F
FORM OF FIRPTA CERTIFICATE

[See attached.]

CERTIFICATION OF NON-FOREIGN STATUS
([Name of Vendor])

Section 1445 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”), provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. For United States tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a United States real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform [Purchaser], as transferee (“Transferee”), that withholding of tax is not required upon the disposition of a United States real property interest by the undersigned (“Transferor”) in connection with the [Agreement] dated _____, between Transferor and Transferor, the undersigned hereby certifies the following on behalf of the Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and Income Tax Regulations promulgated thereunder);
2. Transferor is not a disregarded entity as defined in Treas. Reg. § 1.1445-2(b)(2)(iii);
3. Transferor’s United States employer identification number is _____; and
4. Transferor’s office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated _____, 2024.

[Full legal name of Vendor]

By: _____

Name:

Title:

SCHEDULE G

FORM OF PROMISSORY NOTE

[See attached.]

PROMISSORY NOTE

HOLDER: GFG RESOURCES (US) INC. ("HOLDER"), a Nevada corporation having an office c/o #202-640 Broadway Ave, Saskatoon, Saskatchewan S7N 1A9, Canada

MAKER: [PURCHASER SUBSIDIARY ("MAKER"), a _____ corporation] having an office _____

AMOUNT: CA\$1,000,000.00

DATED: _____, 2024 ("EFFECTIVE DATE")

1. PROMISE TO PAY

In consideration of the Mineral Property Purchase Agreement dated _____, 2024 (the "Agreement"), among Holder, GFG Resources Inc., a British Columbia corporation ("GFG"), JMO Exploration (US) Inc., a Nevada corporation ("JMO US"), and the parent company of Maker, [PURCHASER] ("Maker Parent"), certain obligations under which Maker assumed [**in accordance with the Assumption Agreement dated _____, 2024**], Maker makes this Promissory Note (this "Promissory Note") and promises to pay to or to the order of Holder at the address set out above, the principal amount of ONE MILLION DOLLARS (\$1,000,000.00) in lawful money of Canada (the "Principal Amount"), without interest, in the manner hereinafter provided.

2. DUE DATE

The Principal Amount shall be due and payable in full on the first anniversary of the Effective Date of this Promissory Note (the "Due Date"), provided that if Maker fails to pay this Promissory Note to Holder in full on or before the Due Date, Maker shall be entitled to cure such failure for a period of ten (10) days following its receipt of notice from Holder.

3. PREPAYMENT

Maker may prepay the Principal Amount in whole or in part at any time without notice, bonus, or penalty.

4. DEFAULT INTEREST; LATE CHARGES

If the Principal Amount is not paid within ten (10) days of the Due Date, it shall accrue interest from and after such Due Date at the default rate of ten percent (10%) per annum until paid in full.

5. COSTS OF COLLECTION

Maker agrees to pay to Holder all reasonable costs and expenses that are paid or incurred in connection with collecting any amount due and payable under this Promissory Note after demand for payment has been made; including, without limitation, all costs, attorney's fees, and expenses incurred by Holder in connection with any insolvency, bankruptcy, reorganization, arrangement, or other similar proceeding involving Maker or any endorser, surety, guarantor, or other person liable for this Promissory Note which in any way affects the exercise by Holder of its rights and remedies under this Promissory Note.

6. NON-WAIVER

No delay or omission on Holder's part in exercising any right or remedy under this Note shall operate as a waiver of such right or remedy or of any other right or remedy under this Note. A waiver on one occasion shall not be construed as a bar to or waiver of any such right or remedy on any future occasion.

7. WAIVER OF DELAYS

Maker waives all lack of diligence or delays in the collection or enforcement of this Promissory Note.

8. NOTICE

Any notice or written communication given pursuant to or in connection with this Promissory Note shall be in writing and shall be given by delivering the same personally or by prepaid courier, prepaid registered mail, telecopier, or email, addressed to the party to be notified at the address of such party set out herein or at such other address of which such party has given notice to the other party hereto. Any such notice shall be conclusively deemed to have been given and received, if delivered by hand or prepaid courier, on the date of delivery, if telecopied or emailed, on the business day next following the date of transmission and, if given by prepaid registered mail, on the third day following the mailing date (absent a general disruption in postal service).

9. GOVERNING LAW; JURISDICTION; VENUE.

The parties acknowledge that the loan evidenced by this Promissory Note is made in the State of Wyoming and the provisions of this Promissory Note will be construed in accordance with the laws of the State of Wyoming. Subject only to the exception in this paragraph, Maker and Holder agree, at Holder's election, to the exclusive jurisdiction of the Circuit Court of the 7th Judicial District, Natrona County, State of Wyoming, and waive any objection based on venue or forum non conveniens with respect to any action instituted, and agree that any dispute concerning the relationship between Maker and Holder or the conduct of any party in connection with this Promissory Note and any agreement between Maker and Holder in accordance with which Maker has executed this Promissory Note or otherwise shall be heard only in the courts described in this paragraph. Notwithstanding the foregoing, Holder shall have the right to bring any action or proceeding against Maker or its property in the courts of any other jurisdiction Holder deems necessary or appropriate to enforce this Promissory Note or to realize on the security for this Promissory Note.

10. WAIVER OF JURY TRIAL.

Maker waives any right to trial by jury of any action, cause of action, claim or demand (1) arising under this Note or (2) in any way connected with or related or incidental to the dealings of the parties or either of them with respect to this Note, the Agreement between, inter alios, Maker and Holder in accordance with which Maker has executed this Note, or any other instrument, document or agreement executed or delivered by them, in each case whether now existing or later arising, and whether sounding in contract or tort or otherwise. Maker agrees and consents that any such action, cause of action, claim or demand shall in Holder's sole discretion be decided by court trial without a jury and that Holder may file an original counterpart or copy of this Note with any court as written evidence of the consent of Maker to the waiver of its right to trial by jury.

11. SUCCESSORS AND ASSIGNS

This Promissory Note shall be binding upon Maker and its successors and shall enure to the benefit of Holder and its successors and assigns.

12. FURTHER ASSURANCES

Maker agrees to execute and deliver such further documents and assurances with respect to the Principal Amount as Holder may reasonably request from time to time in order to carry out the intent of this Promissory Note.

13. NEGOTIABLE INSTRUMENT

This Promissory Note is a negotiable instrument. Presentment for payment, protest, notice of protest, and notice of dishonour of this Promissory Note are hereby waived.

14. SEVERABILITY

Invalidation of any of the provisions of this Promissory Note or of any portion of this Promissory Note does not affect the validity of the remainder of this Promissory Note.

15. TIME IS OF THE ESSENCE

Time is of the essence for the performance of each and every obligation of Maker under this Promissory Note.

16. SECURITY

The performance of Maker's obligations under this Promissory Note is secured by the grant of a lien and security interest in certain unpatented mining claims, leases, and other interests (the "Collateral") executed by Maker effective as of the effective date of this Promissory Note, and by the Guarantee of Maker's parent company, Maker Parent.

Maker has executed this Promissory Note effective as of the Effective Date first written above.

**[PURCHASER SUBSIDIARY, a ____
corporation]**

By: _____

Name:

Title:

GUARANTEE

[PURCHASER] ("Maker Parent") unconditionally and irrevocably assures and guarantees all of the agreements, covenants, and obligations of Maker under the Promissory Note. This guarantee is absolute, irrevocable, primary, and unconditional, irrespective of any circumstances which might otherwise constitute a legal or equitable discharge or defense of or by a Maker Parent or surety. Subject to the limitation of Maker Parent's liabilities and obligations contained in this guarantee, if for any reason any sums are not paid when due, or any agreement, condition, covenant or term is not performed or observed in accordance with this guarantee, Maker Parent, within ten (10) days after notice, shall pay the same in accordance with the terms of this guarantee, and will perform or observe or cause to be performed and observed every such agreement, condition, covenant and term of this guarantee regardless of: (a) any defenses or rights of setoff or counterclaims which Maker Parent may have or assert; (b) whether Holder has taken any steps to enforce any rights against Maker or Maker Parent or any other remedy as a result of the default of Maker; and (c) any other condition or contingency. Maker Parent's failure to comply with the provisions of this guarantee shall constitute an event of default under this guarantee. Maker Parent agrees to pay to Holder such amounts as may be sufficient to cover the cost and expense of Holder's collection of any sums due and payable or enforcement of this guarantee or this guarantee, including, in any arbitration proceeding, action or case, fees and costs, court costs, and reasonable attorney's fees. This guarantee is an assurance and guarantee of payment and performance and not merely of collectability. Performance under this guarantee shall not give rise to any right of subrogation in favor of Maker Parent as to any person or party until such time as the payments and obligations due under this guarantee and this guarantee have been paid or discharged in full. Maker Parent's agreements, assurances, covenants, duties, and obligations under this guarantee shall in no way be affected or impaired by reason of the occurrence of any of the following events: (a) the waiver by Holder of the performance or observance by Maker Parent of this guarantee; (b) the extension, in whole or in part, of the time for payment by Maker Parent of any sums owing or payable under this guarantee; (c) alteration or modification (whether material or otherwise) of any of the obligations of Maker Parent under this guarantee; (d) any delay, failure, inability part of or omission by Holder to assert, enforce, exercise any right, title or remedy conferred on or available to Holder in or under the Promissory Note or this guarantee; (e) any change in the relationship between Maker Parent and Maker; or (f) termination of this guarantee or any assignment, conveyance, sale or transfer by the Holder of any or all of its rights in or under this guarantee.

DATED: _____, 2024

[PURCHASER]

By: _____

Name:

Title: