

SECRETARY OF STATE




LIMITED LIABILITY COMPANY CHARTER

I, ROSS MILLER, the Nevada Secretary of State, do hereby certify that **BOTTLE CREEK EXPLORATION LLC** did on August 24, 2010, file in this office the Articles of Organization for a Limited Liability Company, that said Articles of Organization are now on file and of record in the office of the Nevada Secretary of State, and further, that said Articles contain all the provisions required by the laws governing Limited Liability Companies in the State of Nevada.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on August 25, 2010.


ROSS MILLER
Secretary of State

Certified By: GJ Jaillet
Certificate Number: C20100825-0145
You may verify this certificate
online at <http://www.nvsos.gov/>

**Operating Agreement
of
Bottle Creek Exploration LLC**

The undersigned Member of the Company agrees as follows:

1. Formation of Company.

1.1 Formation. On August 24, 2010, the Company's organizer organized a Nevada Limited Liability Company by executing and delivering Articles of Organization to the Nevada Secretary of State in accordance with and pursuant to the Nevada Revised Statutes ("NRS").

1.2 Name. The name of the Company is Bottle Creek Exploration LLC.

1.3 Principal Place of Business. The principal place of business of the Company within the State of Nevada shall be One East Liberty Street, Suite 424, Reno, Nevada 89501. The Company may locate its places of business and registered office at any place or places as the Manager may from time to time deem advisable.

1.4 Registered Office and Registered Agent. The Company's initial registered office shall be at the office of its registered agent at One East Liberty Street, Suite 424, Reno, Nevada 89501, and the name of its initial registered agent at such address shall be Thomas P. Erwin. The registered office and registered agent may be changed from time to time by filing the address of the new registered office and the name of the new registered agent with the Nevada Secretary of State pursuant to the NRS.

1.5 Term. The term of the Company shall be perpetual.

2. Business of the Company.

2.1 Permitted Businesses. The business of the Company shall be:

(a) To accomplish any lawful business or which shall at any time appear conducive to or expedient for the protection or benefit of the Company and its assets.

(b) To exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the NRS.

(c) To engage in all activities necessary, customary, convenient or incident to any of the foregoing.

3. Names and Addresses of Members. The initial Members shall be Golden Gryphon USA, Inc., a Nevada corporation, and Galahad Metals Inc., a Canadian corporation. Additional Members may be admitted in accordance with Section 10.

4. Management.

4.1 Manager. The business and affairs of the Company shall be managed by its Manager. The Manager shall direct, manage and control the business of the Company to the best of the Manager's ability. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one Manager is expressly required pursuant to this Operating Agreement, any agreements entered into or adopted by a majority of the Members or the NRS.

4.2 Appointment of Managers. The initial Manager shall be Jeffrey T. Abbott.

4.3 Managers' Authority. Subject to the terms of this Operating Agreement, the Managers and the officers appointed by the Managers shall have all authority and rights authorized under the NRS. Except for situations in which the approval of the Members is expressly required by this Operating Agreement or by nonwaivable provisions of applicable law, the Managers shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. The Managers shall not incur any debt or obligation to acquire assets from third parties without first obtaining the approval of a majority of the Membership Interests.

4.4 Officers. The Managers may appoint officers of the Company, including a president, vice president, secretary and treasurer, by duly adopted resolution.

5. Rights and Obligations of the Members.

5.1 Limitation of Liability. Each Member's liability shall be limited as prescribed in this Operating Agreement, the NRS and other applicable law.

5.2 Company Debt Liability. A Member will not be personally liable for any debts or losses of the Company beyond such Member's respective Capital Contributions or any obligation to make capital contributions.

5.3 List of Members. Upon the written request of any Member, the Manager shall provide a list showing the names, addresses and Membership Interests of all Members and each person who acquires a Member's Membership Interest but who does not become a Member (each an "Economic Interest Owner"). This information shall also be maintained at the Company's registered office and may be inspected by any Member at any time during normal business hours.

5.4 Company Books. The Manager shall maintain and preserve, during the term of the Company, and for five (5) years thereafter, all accounts, books and other relevant Company

documents. Upon reasonable request, each Member and Economic Interest Owner shall have the right, during ordinary business hours, to inspect and copy such Company documents at the requesting Member's or Economic Interest Owner's expense.

5.5 Priority and Return of Capital. Subject to the terms of this Operating Agreement, no Member or Economic Interest Owner shall have priority over any other Member or Economic Interest Owner, either as to the return of capital contributions or as to net profits, net losses or distributions; provided that this Section shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

5.6 Liability of a Member to the Company.

(a) A Member is liable to the Company (i) for the difference between such Member's Capital Contribution as actually made and that stated in this Operating Agreement as having been made; and (ii) for any unpaid Capital Contribution which such Member agreed in the Operating Agreement to make in the future at the time and on the conditions stated in this Operating Agreement.

(b) A Member holds as trustee for the Company specific property described in this Operating Agreement as contributed by such Member, but which was not contributed or which has been wrongfully or erroneously returned and money or other property wrongfully paid or conveyed to such Member on account of such Member's contribution.

The liabilities of a Member as prescribed in this Section can be waived or compromised only by the written consent of all Members, but a waiver or compromise does not affect the right of a creditor of the Company who extended credit or whose claim arose after the filing and before a cancellation or amendment of the Articles of Organization or Operating Agreement, to enforce the liabilities.

When a Member has received the return, in whole or in part, of such Member's Capital Contribution, the Member is liable to the Company for any sum, not in excess of the return with interest, necessary to discharge the Company's liabilities to all creditors who extended credit or whose claims arose before the return.

6. Meetings of the Members.

6.1 Annual Meeting. The annual meeting of the Members shall be held on the second Monday in January or at such other time as shall be determined by the Manager, commencing with the year following the year during which this Operating Agreement is executed, for the purpose of the transaction of such business as may come before the meeting.

6.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called only by the Manager.

6.3 Place of Meetings. The Manager may designate any place, either within or outside the State of Nevada, as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the Company in the State of Nevada.

6.4 Notice of Meetings. Except as provided in this Operating Agreement, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the Manager, to each Member. If mailed, such notice shall be deemed to be delivered two (2) calendar days after being deposited in the United States mail, addressed to the Member, at its address as it appears on the books of the Company, with postage thereon prepaid.

6.5 Meeting of all Members. If all of the Members shall meet at any time and place, either within or outside of the State of Nevada, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

6.6 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any meeting adjournment, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any meeting adjournment.

6.7 Quorum. Members holding at least fifty percent (50%) of the Members' Interests, represented in person or by proxy, shall constitute a quorum at any meeting of the Members. In the absence of a quorum at any such meeting, a majority of the Members so represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. However, if the adjournment is for more than sixty (60) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of a Member holding the number of units whose absence would cause less than a quorum.

6.8 Manner of Acting. If a quorum is present, the affirmative vote of Members holding a majority of the Members' Interests shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the NRS, by the Articles of Organization, or by this Operating Agreement. Unless otherwise expressly provided in this Operating Agreement or required under applicable law, Members who have an interest

(economic or otherwise) in the outcome of any particular matter upon which the Members are authorized by this Operating Agreement to vote or consent may vote or consent upon any such matter and their Members' Interests, vote or consent, as the case may be, shall be counted in the determination of whether the requisite matter was approved by the Members.

6.9 Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Manager of the Company before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

6.10 Action by Members Without a Meeting. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote and delivered to the Manager of the Company for inclusion in the minutes or for filing with the Company's records. Action taken under this Section is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

6.11 Waiver of Notice. When any notice is required to be given to any Member, a waiver of notice in writing signed by the person entitled to such notice, whether before, at, or after the time stated in it, shall be equivalent to the giving of such notice.

7. Contributions to the Company and Capital Accounts.

7.1 Members' Capital Contributions. Each Member has contributed the consideration described in Exhibit A as its share of the Company's capital.

7.2 Additional Contributions. Additional contributions may be made to a Member's capital account only in the amount and upon such other terms as the Manager determines.

7.3 Capital Accounts. The Company shall maintain separate capital accounts for each Member.

8. Accounting and Distributions. The net profits and net losses of the Company shall be distributed and allocated, as applicable, to the Members proportionately to the Members' units. The Company's net profits and net losses shall be accounted for in accordance with generally accepted accounting principles and in accordance with the provisions of the Internal Revenue Code. For Federal income tax purposes, net losses shall be specially allocated to the Members having a tax basis so as to allow such Members to recognize and deduct such net losses for the Members' Federal income tax purposes. The initial units owned by each Member are:

Galahad Metals Inc.	60 Units
Golden Gryphon USA, Inc.	40 Units

9. Records. The Company shall maintain records and accounts of all operations and expenditures of the Company. At a minimum, the Company shall keep at its principal place of business the following records: (a) a current list of the full name and last known business, residence or mailing address of each Member, Economic Interest Owner and Manager, both past and present; (b) a copy of the Articles of Organization of the Company and all amendments, together with executed copies of any powers of attorney pursuant to which any amendment has been executed; (c) copies of the Company's federal, state and local income tax returns and reports, if any, for the four most recent years; (d) copies of the Company's currently effective written Operating Agreement, copies of any writings permitted or required with respect to a Member's obligation to contribute cash, property or services, and copies of any financial statements of the Company for the four most recent years; (e) minutes of every annual, special meeting and court-ordered meeting; and (f) any written consents obtained from Members for actions taken by Members without a meeting.

10. Additional Members. From the date of the Company's formation, any person or entity acceptable to the Members by their unanimous vote may become a Member in this Company either by the issuance by the Company of Membership Interests for such consideration as the Members by their unanimous votes shall determine, or as a transferee of a Member's Membership Interest or any portion of it, subject to the terms and conditions of this Operating Agreement. No new Members shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Manager may, at such Member's option, at the time a Member is admitted, close the Company's books as though the Company's tax year had ended or make pro rata allocations of loss, income and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the applicable provisions of the Internal Revenue Code and Treasury Regulations.

11. Dissolution. The Company shall be dissolved upon occurrence of any of the following events: (a) the agreement of the holders of a majority of the units; and (b) upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or of any other event which terminates the continued membership of a Member in the Company (a "Withdrawal Event"), unless the business of the Company is continued by the consent of a majority of the remaining Members. If the Company is dissolved, the Manager or other appropriate representative of the Company shall execute, deliver and file such certificates and forms as are necessary to complete the Company's dissolution and to comply with all requirements of the Internal Revenue Code. On dissolution, the Company's business shall be wound down in accordance with the NRS.

12. Miscellaneous Provisions.

12.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Operating Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or, if sent by facsimile, email or registered or certified mail,

postage and charges prepaid, addressed to the Member's or the Company's address, as appropriate. The notice shall be effective on the addressee's receipt of the notice.

12.2 Books of Account and Records. The Company shall prepare and maintain proper and complete records and books of account which shall be kept or shall be caused to be kept by the Manager.

12.3 Application of Nevada Law. This Operating Agreement, and its application and interpretation, shall be governed exclusively by its terms and by the laws of the State of Nevada, and specifically the NRS.

12.4 Waiver of Action for Partition. Each Member irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

12.5 Amendments. This Operating Agreement may not be amended except by the unanimous written agreement of all of the Members.

12.6 Execution of Additional Instruments. Each Member agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

12.7 Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

12.8 Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

12.9 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

12.10 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12.11 Severability. If any provision of this Operating Agreement or its application to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and its application shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.12 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements in this Operating Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

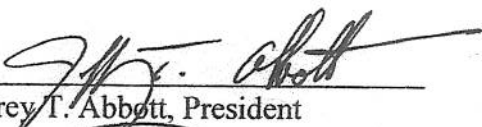
12.13 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditor of the Company.

12.14 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.


12.15 Assignment. A Member may not assign such Member's Interest in the Company without the prior consent of each other Member, except that any transfer resulting from a Member's amalgamation, merger, incapacity or death shall not require such consent. In the case of a transfer of a Member's Interest resulting from the Member's incapacity or death, the transferee shall become an Economic Interest Owner, but not a Member absent the other Members' consent.

Dated effective August 25, 2010.

Golden Gryphon USA, Inc.

By 
Jeffrey T. Abbott, President

Galahad Metals Inc.

By 
Name Robin Adams
Title CEO