

OPTION AGREEMENT

THIS AGREEMENT ("Agreement"), made as of the 14 day of August, 2020, is
BETWEEN:

GREAT BASIN RESOURCES INC., of 4235 Christy Way, Reno, Nevada USA
89509 (the "Optionor")

OF THE FIRST PART

AND:

NSJ MINING CORP., a British Columbia corporation, of 12339 - 57A Avenue
Surrey, BC V3X 3H3 Canada (the "Optionee")

OF THE SECOND PART.

WHEREAS:

- A. The Optionor is the owner of certain unpatented mining claims described in the attached Schedule "A" that are located in La Paz County, Arizona (collectively the "Claims");
- B. The Optionor is the optionee under a property option agreement dated March 28, 2019 (the "Walker Agreement") between Jack A. Walker and Optionor, a copy of which is attached hereto as Exhibit "2"; and
- C. The Optionor has agreed to grant an exclusive option to the Optionee to acquire a 100% undivided interest in and to (i) the Claims, (ii) the Patented Claims (as defined herein) and (iii) all of the Optionor's right, title, interest and obligation in and to the Walker Agreement, subject to a 3% net smelter royalty, on the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of Ten Dollars (\$10.00) now paid by the Optionee to the Optionor (the receipt of which is hereby acknowledged), the parties agree as follows:

DEFINITIONS

- 1. For the purposes of this Agreement the following words and phrases shall have the following meanings, namely:
 - (a) "Commencement of Commercial Production" means the first date that any gold sales occur;

- (b) "Exploration Expenditures" means the sum of all expenditures on the exploration and development of the Property;
- (c) "Option" means the option to acquire a 100% undivided interest in and to the Property as provided in this Agreement, subject to a 3% net smelter royalty;
- (d) "Option Period" means the period from the date of this Agreement to and including the date of exercise or termination of the Option;
- (e) "Patented Claims" means the patented mining claims described in Schedule "B" that are subject to the Walker Agreement;
- (f) "Property" means collectively (i) the Claims and the Patented Claims, including any replacement or successor patented or unpatented mining claims, (ii) all mining leases and other mining interests derived from the Claims and the Patented Claims; and (iii) all of the Optionor's right, title, interest and obligation in and to the Walker Agreement. Any reference herein to any unpatented mining claim comprising the Property includes any mining leases or other interests into which such unpatented mining claim may be converted;
- (g) "Property Rights" means all licenses, permits, easements, rights-of-way, certificates and other approvals obtained by either of the parties either before or after the date of this Agreement and necessary for the exploration of the Property; and
- (h) "Royalty" means the amount of royalty from time to time payable to the Optionor hereunder and as defined in Section 9 herein.

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE OPTIONOR

- 2. (a) The Optionor represents and warrants to and covenants with the Optionee that:
 - (i) it is legally authorized to hold the Property and the Property Rights and will remain so entitled until the interest of the Optionor in the Property which is subject to the Option has been duly transferred to the Optionee as contemplated hereby;
 - (ii) it owns record title to the Claims;
 - (iii) upon the reopening of the offices of the Bureau of Land Management ("BLM"), the Optionor will file, with the BLM, a copy of the Assignment and Assumption, Deed and Bill of Sale from Min Quest Inc. to the Optionor (a copy of which is attached hereto as Exhibit "1"), which was recorded in the Office of the Recorder of La Paz County, Arizona, on August 7, 2017, Document 2017-02831, in order to record ownership of the Claims in the name of the Optionor; and the Optionee shall pay the notice of transfer fees assessed by BLM;

- (iv) the Walker Agreement is in good standing; based on the records of the Assessor of La Paz County, Arizona and to the Optionor's knowledge, Jack A. Walker is the owner of the Patented Claims; the Optionor has not conducted an examination of title to the Patented Claims;
 - (v) during the term of this Agreement, the Optionor will make all payments and do all acts required under the Walker Agreement to keep the Walker Agreement in good standing, will provide the Optionee with copies of all payments made to Jack A. Walker pursuant to the Walker Agreement, and agrees that if it fails to do so, that the Optionee shall have the right to make such payments and do such acts on behalf of the Optionor and to deduct the costs thereof from the payments to be made by the Optionee to the Optionor pursuant to section 4(b)(i) hereof;
 - (vi) Optionee assumes the indemnification obligations of the Optionor under the Walker Agreement in respect of any activities or operations which the Optionee conducts on the Property;
 - (vii) at the time of each transfer to the Optionee of an interest in the Claims comprising the Property pursuant to the exercise of the Option the Optionor will be, the recorded holder and beneficial owner of all of the Claims comprising the Property free and clear of all liens, charges and claims of others, except as noted on Schedules "A" and "B", and no taxes or rentals are or will be due in respect of any of the Claims; (there are property taxes due each year on the Patented Claims)
 - (viii) the Claims comprising the Property have been to the best of the Optionor's knowledge and belief duly and validly located and recorded pursuant to the laws of the United States and the State of Arizona, and, except as specified in Schedules "A" and "B" and accepted by the Optionee, are in good standing with respect to all filings, fees, taxes, assessments, work commitments or other conditions on the date hereof and until the dates set opposite the respective names thereof in Schedules "A" and "B";
 - (ix) there are not any adverse claims or challenges against or to the ownership of or title to any of the Claims comprising the Property, nor to the knowledge of the Optionor is there any basis therefor, and there are no outstanding agreements or options to acquire or purchase the Property or any portion thereof, and no person has any royalty or other interest whatsoever in production from any of the Claims comprising the Property other than as set out in Schedules "A" and "B";
 - (x) no proceedings are pending for, and the Optionor is unaware of any basis for the institution of any proceedings leading to the placing of the Optionor in bankruptcy or subject to any other laws governing the affairs of insolvent persons; and
 - (xi) the Property is not the whole or substantially the whole of the undertaking of the Optionor.
- (b) The representations and warranties contained in this section are provided for the exclusive benefit of the Optionee, and a breach of any one or more thereof may be

waived by the Optionee in whole or in part at any time without prejudice to its rights in respect of any other breach of the same or any other representation or warranty, and the representations and warranties contained in this section shall survive the execution of this Agreement and of any transfers, assignments, deeds or further documents respecting the Property.

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE OPTIONEE

3. (a) The Optionee represents and warrants to and covenants with the Optionor that:
- (i) it has been duly incorporated, amalgamated or continued and validly exists as a corporation in good standing under the laws of its jurisdiction of incorporation, amalgamation or continuation;
 - (ii) it is lawfully authorized to hold mineral claims and real property under the laws of the jurisdiction in which it is incorporated;
 - (iii) it has duly obtained all corporate authorizations for the execution of this Agreement and for the performance of this Agreement by it, and the consummation of the transactions herein contemplated will not conflict with or result in any breach of any covenants or agreements contained in, or constitute a default under, or result in the creation of any encumbrance under the provisions of the Articles or the constating documents of the Optionee or any shareholders' or directors' resolution, indenture, agreement or other instrument whatsoever to which the Optionee is a party or by which it is bound or to which it or the Property may be subject; and
 - (iv) no proceedings are pending for, and the Optionee is unaware of any basis for the institution of any proceedings leading to, the dissolution or winding up of the Optionee or the placing of the Optionee in bankruptcy or subject to any other laws governing the affairs of insolvent corporations.
- (b) The representations and warranties contained in this section are provided for the exclusive benefit of the Optionor and a breach of any one or more thereof may be waived by the Optionor in whole or in part at any time without prejudice to its rights in respect of any other breach of the same or any other representation or warranty, and the representations and warranties contained in this section shall survive the execution hereof.

GRANT AND EXERCISE OF OPTION

4. (a) The Optionor hereby grants to the Optionee the sole and exclusive right and option to acquire a 100% undivided interest in and to the Property free and clear of all charges, encumbrances and claims, except for a 3% net smelter royalty.
- (b) The Option shall be exercised by the Optionee:
- (i) paying the Optionor a total of US \$200,000 as follows:

- (A) US \$40,000 on or before the second anniversary of the date of this Agreement;
 - (B) an additional US \$60,000 on or before the third anniversary of the date of this Agreement;
 - (C) an additional US \$50,000 on or before the fourth anniversary of the date of this Agreement; and
 - (D) an additional US \$50,000 on or before the fifth anniversary of the date of this Agreement;
- (ii) paying all option payments on the Walker patented claims after January 1, 2021, and paying the federal annual mining claim maintenance fees for the Claims for the annual assessment year September 1, 2021, to September 1, 2022, and each annual assessment year thereafter; the Optionee shall pay the fees no later than 60 days before the statutory and regulatory deadline for payment of the fees; and
- (iii) incurring Exploration Expenditures totalling US \$4,635,000 on the Property as follows:
- (A) US \$85,000 on or before the first anniversary of the date of this Agreement;
 - (B) a further US \$150,000 on or before the second anniversary of the date of this Agreement;
 - (C) a further US \$400,000 on or before the third anniversary of the date of this Agreement;
 - (D) a further US \$1,000,000 on or before the fourth anniversary of the date of this Agreement; and
 - (E) a further US \$3,000,000 on or before the fifth anniversary of the date of this Agreement.

In the event that the Optionee incurs Exploration Expenditures, in any of the above periods, less than the specified sum, it may pay to the Optionor the difference between the amount it actually spent and the specified sum before the expiry of that period in full satisfaction of the Exploration Expenditures to be incurred. In the event that the Optionee incurs Exploration Expenditures, in any period, more than the specified sum, the excess shall be carried forward and applied to the Exploration Expenditures to be incurred in succeeding periods.

(c) If and when the Option has been exercised, the Optionor will transfer and assign, to the Optionee, all of its interest and rights under the Walker Agreement and in the Patented Claims, and a 100% undivided right, title and interest in and to the Property shall vest in the Optionee free and clear of all charges, encumbrances and claims, except for the obligations of the Optionor under the Walker Agreement and the obligations of the Optionee to pay the Optionor the Royalty, and to give the Optionor a right of first

refusal on any Claim comprising a part of the Property which the Optionee wishes to abandon.

(d) In the event that the Optionee does not fully exercise the Option by fulfilling the terms set out in subparagraph (b) by the 5th anniversary of this Agreement the Option and this Agreement shall terminate.

TRANSFER OF PROPERTY

5. The Optionor shall, forthwith after the exercise of the Option by the Optionee, deliver to the Optionee duly executed transfers of the appropriate interest in the Property which shall have been acquired by the Optionee upon exercise of the Option. The Optionee shall pay all costs of filing and recording such transfers.

RIGHT OF ENTRY

6. Throughout the Option Period and subject to the terms of the Walker Agreement in respect of the Patented Claims, the directors and officers of the Optionee and its servants, agents and independent contractors, shall have the sole and exclusive right in respect of the Property to:

- (a) enter thereon;
- (b) have exclusive and quiet possession thereof;
- (c) do such prospecting, exploration, development and other mining work as the Optionee in its sole discretion may determine advisable;
- (d) bring upon and erect upon the Property such buildings, plant, machinery and equipment as the Optionee may deem advisable;
- (e) remove and dispose of reasonable quantities of ores, minerals and metals for the purposes of obtaining assays or making other tests; and
- (f) act as operator of the Property.

OBLIGATIONS OF THE OPTIONEE AND OPTIONOR DURING OPTION PERIOD

7.1 During the Option Period, the Optionee shall:

- (a) permit the Optionor and its agents, employees and designated consultants, at its own risk and expense, access to the Property at all reasonable times, and the Optionor

agrees to indemnify the Optionee against and to save it harmless from all costs, claims, liabilities and expenses that the Optionee may incur or suffer as a result of any injury (including injury causing death) to the Optionor to or any agent, employee or designated consultant of the Optionor while on the Property;

(b) do all work on the Property in a good and workmanlike fashion and in accordance with all applicable laws, regulations, orders and ordinances of any governmental authority;

(c) permit the Optionor, at its own expense, reasonable access to the results of the work done on the Property during the last completed calendar year;

(d) deliver to the Optionor, forthwith upon receipt thereof, copies of all reports, maps, assay results and other technical data compiled by or prepared at the direction of the Optionee with respect to the Property; and

(e) The Optionor shall not be liable to the Optionee and the Optionee waives all claims against the Optionor for injury to or death of any person or damage to or destruction of any personal property or equipment or theft of property occurring on or about the Property or arising from or relating to the Optionee's business conducted on the Property. The Optionee shall defend, indemnify and hold harmless the Optionor and its members, officers, directors, agents and employees from and against any and all claims, judgments, damage, demands, losses, expenses, costs or liability arising in connection with injury to person or property from any activity, work, or things done, permitted or suffered by the Optionee or the Optionee's agents, partners, servants, employees, invitees or contractors on or about the Property, or from any breach or default by the Optionee in the performance of any obligation on the part of the Optionee to be performed under the terms of this Agreement, excluding, however, the willful misconduct of the Optionor.

The foregoing subparagraph (e) will not apply if the Optionor, or its agents, contractors or employees conduct exploration activities or other work or business on the Property.

7.2 If, during the Option Period, the Optionor does work on the Property, the Optionor shall:

(a) do all work on the Property in a good and workmanlike fashion and in accordance with all applicable laws, regulations, orders and ordinances of any governmental authority;

(b) provide the Optionee with reasonable access to the results of all work done on the Property by the Optionor; and

(c) deliver to the Optionee, forthwith upon receipt thereof, copies of all reports, maps, assay results and other technical data compiled by or prepared at the direction of the Optionor with respect to the Property.

(d) The Optionee shall not be liable to the Optionor and the Optionor waives all claims against the Optionee for injury to or death of any person or damage to or destruction of any personal property or equipment or theft of property occurring on or about the Property or arising from or relating to the Optionor's business conducted on the Property. The Optionor shall defend, indemnify and hold harmless the Optionee and its members, officers, directors, agents and employees from and against any and all claims, judgments, damage, demands, losses, expenses, costs or liability arising in connection with injury to person or property from any activity, work, or things done, permitted or suffered by the Optionor or the Optionor's agents, partners, servants, employees, invitees or contractors on or about the Property, or from any breach or default by the Optionor in the performance of any obligation on the part of the Optionor to be performed under the terms of this Agreement or any other agreement between the parties, excluding, however, the willful misconduct of the Optionee.

TERMINATION OF OPTION BY OPTIONEE

8. (a) The Optionee may terminate the Option by giving notice of such termination to the Optionor. If such termination is within 90 days of the deadline for payment of the federal annual claim maintenance fees or recording of the affidavit of payment and statement required to be recorded under Arizona law, Optionee will pay all such fees.

(b) If the Option is terminated the Optionee shall deliver or make available at no cost to the Optionor within 90 days of such termination, all drill core, copies of all reports, maps, assay results and other relevant technical data compiled by, prepared at the direction of, or in the possession of the Optionee with respect to the Property and not theretofore furnished to the Optionor. Upon termination of the Option, all such data and information shall thereafter be owned by the Optionor and the Optionee shall not disclose and shall maintain in confidence all such data.

(c) Notwithstanding the termination of the Option, the Optionee shall have the right, within a period of 180 days following the end of the Option Period, to remove from the Property all buildings, plant, equipment, machinery, tools, appliances and supplies which have been brought upon the Property by or on behalf of the Optionee, and any such property not removed within such 180 day period shall thereafter become the property of the Optionor.

ROYALTY

9. (a) Upon the Commencement of Commercial Production, the Optionee shall pay to the Optionor the Royalty, being equal to 3% of Net Smelter Returns on the terms and conditions as set out in this section and in Schedule "C".

(b) Installments of the Royalty payable under paragraph (a) shall be paid by the Optionee as follows:

- (i) within 45 days after the end of each month in which there is any production Optionee will pay the Optionor a 3 % NSR royalty minus allowable charges and provide a spreadsheet of all calculations used in determining the royalty payment.
- (d) Forthwith after the end of each fiscal year, commencing with the year in which Commencement of Commercial Production occurs, the accounts of the Optionee relating to operations on the Property shall be audited by the auditors of the Optionee, at its expense, and the statement of operations, which shall include the statement of calculation of Royalty for the year last completed. The Optionor shall have 30 days after receipt of such statements to question the accuracy thereof in writing and, failing such objection, the statements shall be deemed to be correct and unimpeachable thereafter.
- (e) If the audited financial statements furnished pursuant to paragraph (d) disclose any overpayment of Royalty by the Optionee during the fiscal year, the amount of the overpayment shall be debited against future installments of Royalty payable hereunder.
- (f) If the audited financial statements furnished pursuant to paragraph (d) disclose any underpayment of Royalty by the Optionee during the year, the amount thereof shall be paid to the Optionor within 30 days after determination thereof.
- (g) The Optionee agrees to maintain for each mining operation on the Property, up-to-date and complete records relating to the production and sale of minerals, ore, bullion and other product from the Property, including accounts, records, statements and returns relating to treatment and smelting arrangements of such product, and the Optionor or its agents shall have the right at all reasonable times to inspect such records, statements and returns and make copies at its own expense for the purpose of verifying the amount of Royalty payments to be made by the Optionee to the Optionor pursuant hereto. The Optionor shall have the right at its own expense to have such accounts audited by independent auditors once each fiscal year.

POWER TO CHARGE PROPERTY

10. At any time after the Optionee has exercised the Option, the Optionee may grant mortgages, charges or liens (each of which is herein called a "mortgage") of and upon the Property or any portion thereof, any mill or other fixed assets located thereon, and any or all of the tangible personal property located on or used in connection with the Property to secure financing of development of the Property, provided that the Royalty shall be senior and prior in right and title to any such mortgage and it shall be a term of each mortgage that the mortgagee or any person acquiring title to the Property upon enforcement of the mortgage shall hold the same subject to the right of the Optionor to receive the Royalty hereunder as if the mortgagee or any such person had executed this Agreement.

TRANSFERS

11. (a) The Optionee may at any time either during the Option Period or thereafter, sell, transfer or otherwise dispose of all or any portion of its interest in and to the Property and this Agreement provided that the Optionee requests and obtains the Optionor's prior written consent which the Optionor may not unreasonably delay or deny, and, provided that any purchaser, grantee or transferee of any such interest shall have first delivered to the Optionor its agreement relating to this Agreement and to the Property, containing:

- (i) a covenant to perform all the obligations of the Optionee to be performed under this Agreement in respect of the interest to be acquired by it from the Optionee to the same extent as if this Agreement had been originally executed by such purchaser, grantee or transferee; and
- (ii) a provision subjecting any further sale, transfer or other disposition of such interest in the Property and this Agreement or any portion thereof to the restrictions contained in this paragraph (a).

(b) The Optionor may at any time either during the Option Period or thereafter, sell, transfer or otherwise dispose of all or any portion of its interest in and to the Property and this Agreement provided that the Optionor requests and obtains the Optionee's prior written consent which the Optionee may not unreasonably delay or deny, and, provided that any purchaser, grantee or transferee of any such interest shall have first delivered to the Optionee its agreement relating to this Agreement and to the Property, containing:

- (i) a covenant to perform all the obligations of the Optionor to be performed under this Agreement in respect of the interest to be acquired by the Optionee from the Optionor to the same extent as if this Agreement had been originally executed by such purchaser, grantee or transferee; and
- (ii) a provision subjecting any further sale, transfer or other disposition of such interest in the Property and this Agreement or any portion thereof to the restrictions contained in this paragraph (b).

SURRENDER OF PROPERTY INTERESTS PRIOR TO TERMINATION OF AGREEMENT

12. The Optionee may at any time during the Option Period elect to abandon any one or more of the Claims comprised in the Property by giving notice to the Optionor of such intention. Upon any such abandonment, the Claims so abandoned shall for all purposes of this Agreement cease to form part of the Property and, if title to such claims has been transferred to the Optionee the Optionee shall retransfer such title to the Optionor at the Optionee's expense.

AREA OF COMMON INTEREST

13. If the Optionor and/or associated parties acquires, through leases, options, or staking, properties located within the following area of influence; extending one (1.0) miles in an easterly, northerly, southerly and westerly direction, these properties will be included under the terms of this Agreement.

FORCE MAJEURE

14. (a) If the Optionee is at any time either during the Option Period or thereafter prevented or delayed in complying with any provisions of this Agreement by reason of strikes, lock-outs, labour shortages, power shortages, fuel shortages, fires, wars, acts of God, governmental regulations restricting normal operations, shipping delays or any other reason or reasons, other than lack of funds, beyond the control of the Optionee, the time limited for the performance by the Optionee of its obligations hereunder shall be extended by a period of time equal in length to the period of each such prevention or delay, but nothing herein shall discharge the Optionee from its obligations hereunder to maintain the Property in good standing.

(b) The Optionee shall give prompt notice to the Optionor of each event of *force majeure* under paragraph (a) and upon cessation of such event shall furnish to the Optionor with notice to that effect together with particulars of the number of days by which the Obligations of the Optionee hereunder have been extended by virtue of such event of *force majeure* and all preceding events of *force majeure*.

(c) After the Commencement of Commercial Production, the Optionee shall work, mine and operate the Property during such time or times as the Optionee in its sole judgment considers such operations to be profitable. The Optionee may suspend or curtail operations, both before and after Commencement of Commercial Production, during periods when the products derived from the Property cannot be profitable sold at prevailing prices or if an unreasonable inventory thereof, in the Optionee's sole judgment, has accumulated or would otherwise accumulate.

CONFIDENTIAL INFORMATION

15. Unless information furnished by the Optionee to the Optionor hereunder in respect of the activities carried out on the Property by the Optionee or gleaned by the Optionor pursuant to activities carried out on the Property by the Optionor is public knowledge, no such information shall be published or disclosed by the Optionor without the prior written consent of the Optionee, and Optionor agrees to keep all such information confidential, not to disclose it to any other person without the prior written consent of the Optionee, not use or benefit from any confidential information received by it so as to obtain any commercial advantage over the Optionee, not to purchase or sell,

directly or indirectly, any securities of the Optionee or any public company while in possession of relevant material, non-public information relating to the Optionee, and not communicate any material, non-public information to any other person in which it is reasonably foreseeable that such person is likely to (a) purchase or sell securities of any company with respect to which such information relates, or (b) otherwise directly or indirectly benefit from such information.

DEFAULT AND DISCONTINUATION OF ANY MINING OPERATIONS

16. (a) If at any time during the Option Period the Optionee is in default of any provision in this Agreement, the Optionor may terminate this Agreement, but only if:

- (i) it shall have first given to the Optionee a notice of default containing particulars of the obligation which the Optionee has not performed, or the warranty breached; and
- (ii) the Optionee has not, within 30 days following delivery of such notice of default, cured such default or commenced proceedings to cure such default by appropriate payment or performance, the Optionee hereby agreeing that should it so commence to cure any default it will prosecute the same to completion without undue delay.

Should the Optionee fail to comply with the provision of subparagraph (ii), the Optionor may thereafter terminate this Agreement by giving notice thereof to the Optionee.

(b) The Optionee may permanently discontinue mining operations on the Property at any time after the Commencement of Commercial Production when in its opinion no further mining operations can be economically carried out thereon. At such time, the Optionee shall dispose of all mining plant and equipment used on the Property, effect all reclamation work as required by law and otherwise dispose of the Property as it thinks fit. Any purchaser of the Property after termination of mining operations on the Property shall take the Property free and clear of all claims by the Optionor except the royalty interest. The accounts of the Optionee relating to its mining operations on the Property shall be audited by the auditors of the Optionee as soon as practicable after the sale or disposition of all mining plant, equipment and the Property and completion of reclamation. Final settlement of any Royalty payable to the Optionor shall be effected without delay after receipt of the final audited statements. However, the Optionee or any new owner will still be bound to pay royalties on any future production from said Property.

RULE AGAINST PERPETUITIES

17. If any right, power or interest held by or to be acquired by any party in the Property under this Agreement would violate the rule against perpetuities, then such right, power or interest shall terminate at the expiration of 20 years after the date of this Agreement.

NOTICES

18. (a) Each notice, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be sent by prepaid registered mail deposited in a Post Office in Canada or the United States addressed to the party entitled to receive the same, or delivered or emailed to such party at the address for such party specified above. The date of receipt of such notice, demand or other communication shall be the date of delivery thereof if delivered or emailed, or, if given by registered mail as aforesaid, shall be deemed conclusively to be the tenth business day after the same shall have been so mailed except in the case of interruption of postal services for any reason whatever, in which case the date of receipt shall be the date on which the notice, demand or other communication is actually received by the addressee.

(b) Either party may at any time and from time to time notify the other party in writing of a change or address and the new address to which notice shall be given to it thereafter until further change.

GENERAL

19. (a) This Agreement shall supersede and replace any other agreement or arrangement, whether oral or written, heretofore existing between the parties in respect of the subject matter of this Agreement.

(b) No consent or waiver expressed or implied by either party in respect of any breach or default by the other in the performance by such other of its obligations hereunder shall be deemed or construed to be a consent to or a waiver of any other breach or default.

(c) The parties shall promptly execute or cause to be executed all documents, deeds, conveyances and other instruments of further assurance and do such further and other acts which may be reasonably necessary or advisable to carry out fully the intent of this Agreement or to record wherever appropriate the respective interest from time to time of the parties in the Property.

(d) This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

(e) This Agreement, and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) is governed by, and interpreted in accordance with, the laws of the province of the State of Arizona.

(f) The parties hereby attorn to the jurisdiction of the courts of Nevada, USA and agree to submit any disputes in respect of this Agreement to the courts.

- (g) Time shall be of the essence in this Agreement.
- (h) Wherever the neuter and singular is used in this Agreement it shall be deemed to include the plural, masculine and feminine, as the case may be.
- (i) The headings of this Agreement are inserted for convenience only, shall not constitute a part of this Agreement or be used to construe or interpret any provision hereof.
- (j) In case any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be severed from this Agreement. In either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- (k) Any reference in this Agreement to currency shall be deemed to be United States currency.
- (l) This Agreement may be executed simultaneously in two or more counterparts, by electronic means or otherwise, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The parties hereto shall be entitled to rely on delivery by electronic means of an executed copy of this Agreement as due execution and delivery of this Agreement by the party effecting such delivery so as to bind such party in accordance with the terms hereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the day and year first above written.

Optionor:
Great Basin Resources Inc.

"signed"
Authorized Signatory

Optionee:
NSJ Mining Corp.

"signed"
Authorized Signatory

SCHEDULE “A”
to the Option Agreement made as of the 14 day of August, 2020 between
Great Basin Resources Inc. and NSJ Mining Corp.

The Hematite Hills Project is located within the Plomosa Mining District in northwestern Arizona, 30 miles east of Parker, 21 miles northeast of the Copperstone Mine, and 80 miles south of the Moss Mine. The project includes the following 101 unpatented mining claims:

LA PAZ COUNTY, ARIZONA

<u>CLAIM NAME</u>	<u>CLAIMANT’S NAME</u>	<u>AMC NUMBER</u>
BEN 1	MinQuest Inc	425946
BEN 2	MinQuest Inc	425947
BEN 3	MinQuest Inc	425948
BEN 4	MinQuest Inc	425949
BEN 5	MinQuest Inc	425950
BEN 6	MinQuest Inc	425951
BEN 7	MinQuest Inc	425952
BEN 8	MinQuest Inc	425953
BEN 9	MinQuest Inc	425954
BEN 10 A	MinQuest Inc	425955
BEN 11	MinQuest Inc	425956
BEN 12	MinQuest Inc	425957
BEN 12 A	MinQuest Inc	425958
BEN 13	MinQuest Inc	425959
BEN 14	MinQuest Inc	425960
BEN 15	MinQuest Inc	425961
BEN 16	MinQuest Inc	425962
BEN 17	MinQuest Inc	425963
BEN 18	MinQuest Inc	425964
BEN 19	MinQuest Inc	425965
BEN 20	MinQuest Inc	425966
BEN 21	MinQuest Inc	425967
BEN 22	MinQuest Inc	425968
BEN 23	MinQuest Inc	425969
BEN 24	MinQuest Inc	425970
BEN 25	MinQuest Inc	425971
BEN 26	MinQuest Inc	425972
BEN 27	MinQuest Inc	425973
BEN 28	MinQuest Inc	425974
BEN 29	MinQuest Inc	425975
BEN 30	MinQuest Inc	425976
BEN 31	MinQuest Inc	425977

BEN	32	MinQuest Inc	425978
BEN	33	MinQuest Inc	425979
BEN	35	MinQuest Inc	425981
BEN	36	MinQuest Inc	425982
BEN	37	MinQuest Inc	425983
BEN	38	MinQuest Inc	425984
BEN	39	MinQuest Inc	425985
BEN	40	MinQuest Inc	425986
BEN	41	MinQuest Inc	425987
BEN	42	MinQuest Inc	425988
BEN	43	MinQuest Inc	425989
BEN	44	MinQuest Inc	425990
BEN	45	MinQuest Inc	425991
BEN	46	MinQuest Inc	425992
BEN	47	MinQuest Inc	425993
BEN	48	MinQuest Inc	425994
BEN	49	MinQuest Inc	425995
BEN	50	MinQuest Inc	425996
BEN	51	MinQuest Inc	425997
BEN	52	MinQuest Inc	425998
BEN	53	MinQuest Inc	425999
BEN	54	MinQuest Inc	426000
BEN	55	MinQuest Inc	426001
BEN	56	MinQuest Inc	426002
BEN	57	MinQuest Inc	426003
BEN	58	MinQuest Inc	426004
BEN	59	MinQuest Inc	426005
BEN	60	MinQuest Inc	426006
BEN	61	MinQuest Inc	426007
BEN	62	MinQuest Inc	426008
BEN	63	MinQuest Inc	426009
BEN	64	MinQuest Inc	426010
BEN	65	MinQuest Inc	426011
BEN	82	MinQuest Inc	426028
BEN	83	MinQuest Inc	426029
BEN	84	MinQuest Inc	426030
BEN	85	MinQuest Inc	426031
BEN	86	MinQuest Inc	426032
BEN	87	MinQuest Inc	426033
BEN	88	MinQuest Inc	426034
BEN	89	MinQuest Inc	426035
BEN	90	MinQuest Inc	426036
BEN	92	MinQuest Inc	426038
BEN	93	MinQuest Inc	426039
BEN	94	MinQuest Inc	426040

BEN	96	MinQuest Inc	426042
BEN	97	MinQuest Inc	426043
BEN	98	MinQuest Inc	426044
LITTLE BUTTE	2	MinQuest Inc	426045
LITTLE BUTTE EXT.	2	MinQuest Inc	426046
LITTLE BUTTE EXT.	3	MinQuest Inc	426047
LITTLE BUTTE EXT.	4	MinQuest Inc	426048
LOCHER ENT.	1	MinQuest Inc	426049
LOCHER ENT.	2	MinQuest Inc	426050
LOCHER ENT.	3	MinQuest Inc	426051
LOCHER ENT.	4	MinQuest Inc	426052
LOMA	2	MinQuest Inc	426053
LOMA	4	MinQuest Inc	426054
LOMA	5	MinQuest Inc	426055
LOMA	7	MinQuest Inc	426056
LOMA	9	MinQuest Inc	426057
LOMA	10	MinQuest Inc	426058
LOMA	11	MinQuest Inc	426059
LOMA	12	MinQuest Inc	426060
SMOKE HOLE	3	MinQuest Inc	426061
SMOKE HOLE	4	MinQuest Inc	426062
SMOKE HOLE	5	MinQuest Inc	426063
SMOKE HOLE	8	MinQuest Inc	426064
SMOKE HOLE	11	MinQuest Inc	426065

Total Claims 101

The Property is subject to a 3% net smelter returns royalty.

SCHEDULE "B"
to the Option Agreement made as of the 14 day of August, 2020 between
Great Basin Resources Inc. and NSJ Mining Corp.

The Hematite Hills Project is located within the Plomosa Mining District in northwestern Arizona, 30 miles east of Parker, 21 miles northeast of the Copperstone Mine, and 80 miles south of the Moss Mine. The project includes the following 7 patented mining claims:

LIST OF LA PAZ PROPERTY PATENTED CLAIMS,
SECTIONS 6 & 7, T7N, R17W & SECTIONS 1 & 12, T7N, R18W
G&SRB&M,
LAPAZ COUNTY, ARIZONA

<u>Claim Name</u>	<u>Mineral Survey #</u>
Dollie W	3157-3167
Jaguar	3157-3167
Paradise #2	3157-3167
Paradise	3157
Paradise #1	3157
Paradise Extension	3157
Llano Mine	3157

The Property is subject to a 3% net smelter returns royalty.

SCHEDULE "C"
to the Option Agreement made as of the 14 day of August, 2020 between
Great Basin Resources Inc. and NSJ Mining Corp.

NET SMELTER RETURNS

1. For the purposes of this Agreement "Net Smelter Returns" shall mean the actual proceeds received from any mint, smelter or other purchaser for the sale of bullion, concentrates or ores produced from the Property and sold, after deducting from such proceeds the following charges to the extent that they are not deducted by the purchaser in computing payment:
 - (a) in the case of the sale of bullion, refining charges only;
 - (b) in the case of the sale of concentrates, smelting and refining charges, penalties and the cost of transportation of such concentrates from the Property to any smelter or other purchaser; and
 - (c) in the case of ores shipped to a purchaser, refining charges for bullion and charges for smelting, refining and the cost of transportation from the mill to any smelter or other purchaser for concentrates.

EXHIBIT "1"
**to the Option Agreement made as of the 14 day of August, 2020 between Great
Basin Resources Inc. and NSJ Mining Corp.**

Copy of Assignment and Assumption, Deed and Bill of Sale from Min Quest Inc. to
Great Basin Resources Inc. dated effective July 25, 2017.

Assessor's Parcel No.: N/A unpatented mining claims

Recorded at the request of
and when recorded return to:

Great Basin Resources Inc.
c/o Richard Kern
4235 Christy Way
Reno, Nevada 89519

The undersigned affirms that this document does not
contain the personal information of any person.

**Assignment and Assumption, Deed and Bill of Sale
La Paz County, Arizona
Min Quest Inc. to Great Basin Resources Inc.
Exemption ARS 11-1134 A.6**

This Assignment and Assumption, Deed and Bill of Sale ("Assignment") is made by and between Min Quest Inc., a Nevada corporation also known as MinQuest Inc., ("MinQuest") and Great Basin Resources Inc., a Nevada corporation ("Grantee").

Recitals

A. MinQuest is the owner of the unpatented mining claims and other property interests and rights described in Exhibit A attached to and by this reference incorporated in this Agreement (collectively with the other rights and interests subject to and transferred by this Assignment the "Property")

B. MinQuest, Herb Duerr and Richard Kern are parties to the Reorganization Agreement dated the date of this Assignment pursuant to which MinQuest agreed to convey to Grantee all of MinQuest's right, title and interest in and to the Property and Grantee agreed to assume and to perform all obligations of MinQuest arising to or relating to the Property.

C. MinQuest desires to assign, convey and transfer to Grantee all of the right, title and interest of MinQuest in and to the Property and Grantee desires to acquire the Property and to assume MinQuest's obligations in respect of the Property.

Now, therefore, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. MinQuest assigns, conveys and transfers to Grantee all of the right, title and interest of MinQuest in and to the Property.

2. Grantee assumes and agrees to perform all of MinQuest's obligations in respect of the Property and to defend, indemnify and hold harmless MinQuest from and against any and all claims arising from or relating to the Property and Grantee's possession and use of the Property.

3. MinQuest assigns, conveys, sells and transfers to Grantee all of MinQuest's right, title and interest in and to (a) all geological, geochemical and geophysical maps, reports, surveys and tests; all drill hole maps, drill logs, drill core, drill cuttings, chip trays, and other samples taken from the Property, including duplicates and pulps; all engineering and metallurgical reports, studies and tests; all sample and assay logs, maps, reports and tests; all mineral resource and ore reserve calculations, estimates, reports, studies and tests; all anthropological, biological, cultural, environmental, meteorological, and 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; and (b) all approvals, consents, licenses, notices of intent to operate, plans of operation and permits for or relating to the Property and accounts, bonds, deposits, financial assurances, guarantees and securities for reclamation of the Property.

4. MinQuest makes this Assignment and Assumption without any representations or warranties concerning the Property, its physical condition and the status of its title, except as expressly provided in the Reorganization Agreement.

5. This Assignment and Assumption may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same Agreement.

Dated effective July 25, 2017.

By Richard Kern
Richard Kern, President

By Herb Duerr
Herb Duerr, Secretary

By Richard Kern
Richard Kern, President

By Herb Duerr
Herb Duerr, Secretary

STATE OF NEVADA)
)
) ss.
 WASHOE COUNTY)

This Assignment and Assumption, Deed and Bill of Sale was executed before me on July 25, 2017, by Richard Kern as the President of Min Quest Inc. and as the President of Great Basin Resources Inc.

Lucy M. Yoder
Notary Public



STATE OF NEVADA)
 ss.
WASHOE COUNTY)

This Assignment and Assumption, Deed and Bill of Sale was executed before me on July 25, 2017, by ~~Herb Duerr~~ as the Secretary of Min Quest Inc. and as the Secretary of Great Basin Resources Inc. Herbert + Charles Duerr II
KS-

Kathy Souviron
Notary Public



Assignment and Assumption, Deed and Bill of Sale
Exhibit A
Description of Property

A. Unpatented Mining Claims – See attached list

B. Patented Claims – See attached list

C. Agreements.

Property Option Agreement dated February 25, 2010 between Min Quest, Inc., also known as MinQuest, Inc., a Nevada corporation, and Jack Walker, an individual, as amended, including an amendment dated February 15th, 2017.

D. Permits – None.

Exhibit A
Unpatented Mining Claims known as the Little Butte or Bouse Project, LaPaz County, Arizona

<u>CLAIM NAME</u>		<u>CLAIMANT'S NAME</u>	<u>AMC NUMBER</u>
BEN	1	MinQuest Inc	425946
BEN	2	MinQuest Inc	425947
BEN	3	MinQuest Inc	425948
BEN	4	MinQuest Inc	425949
BEN	5	MinQuest Inc	425950
BEN	6	MinQuest Inc	425951
BEN	7	MinQuest Inc	425952
BEN	8	MinQuest Inc	425953
BEN	9	MinQuest Inc	425954
BEN	10 A	MinQuest Inc	425955
BEN	11	MinQuest Inc	425956
BEN	12	MinQuest Inc	425957
BEN	12 A	MinQuest Inc	425958
BEN	13	MinQuest Inc	425959
BEN	14	MinQuest Inc	425960
BEN	15	MinQuest Inc	425961
BEN	16	MinQuest Inc	425962
BEN	17	MinQuest Inc	425963
BEN	18	MinQuest Inc	425964
BEN	19	MinQuest Inc	425965
BEN	20	MinQuest Inc	425966
BEN	21	MinQuest Inc	425967
BEN	22	MinQuest Inc	425968
BEN	23	MinQuest Inc	425969
BEN	24	MinQuest Inc	425970
BEN	25	MinQuest Inc	425971
BEN	26	MinQuest Inc	425972
BEN	27	MinQuest Inc	425973
BEN	28	MinQuest Inc	425974
BEN	29	MinQuest Inc	425975
BEN	30	MinQuest Inc	425976
BEN	31	MinQuest Inc	425977
BEN	32	MinQuest Inc	425978

57499.002 Assignment MinQuest to GB Little Butte La Paz County 062017

BEN	33	MinQuest Inc	425979
BEN	35	MinQuest Inc	425981
BEN	36	MinQuest Inc	425982
BEN	37	MinQuest Inc	425983
BEN	38	MinQuest Inc	425984
BEN	39	MinQuest Inc	425985
BEN	40	MinQuest Inc	425986
BEN	41	MinQuest Inc	425987
BEN	42	MinQuest Inc	425988
BEN	43	MinQuest Inc	425989
BEN	44	MinQuest Inc	425990
BEN	45	MinQuest Inc	425991
BEN	46	MinQuest Inc	425992
BEN	47	MinQuest Inc	425993
BEN	48	MinQuest Inc	425994
BEN	49	MinQuest Inc	425995
BEN	50	MinQuest Inc	425996
BEN	51	MinQuest Inc	425997
BEN	52	MinQuest Inc	425998
BEN	53	MinQuest Inc	425999
BEN	54	MinQuest Inc	426000
BEN	55	MinQuest Inc	426001
BEN	56	MinQuest Inc	426002
BEN	57	MinQuest Inc	426003
BEN	58	MinQuest Inc	426004
BEN	59	MinQuest Inc	426005
BEN	60	MinQuest Inc	426006
BEN	61	MinQuest Inc	426007
BEN	62	MinQuest Inc	426008
BEN	63	MinQuest Inc	426009
BEN	64	MinQuest Inc	426010
BEN	65	MinQuest Inc	426011
BEN	66	MinQuest Inc	426012
BEN	67	MinQuest Inc	426013
BEN	68	MinQuest Inc	426014
BEN	69	MinQuest Inc	426015
BEN	70	MinQuest Inc	426016

57499.002 Assignment MinQuest to GB Little Butte La Paz County 062017

BEN	71	MinQuest Inc	426017
BEN	72	MinQuest Inc	426018
BEN	73	MinQuest Inc	426019
BEN	74	MinQuest Inc	426020
BEN	75	MinQuest Inc	426021
BEN	76	MinQuest Inc	426022
BEN	77	MinQuest Inc	426023
BEN	78	MinQuest Inc	426024
BEN	79	MinQuest Inc	426025
BEN	80	MinQuest Inc	426026
BEN	81	MinQuest Inc	426027
BEN	82	MinQuest Inc	426028
BEN	83	MinQuest Inc	426029
BEN	84	MinQuest Inc	426030
BEN	85	MinQuest Inc	426031
BEN	86	MinQuest Inc	426032
BEN	87	MinQuest Inc	426033
BEN	88	MinQuest Inc	426034
BEN	89	MinQuest Inc	426035
BEN	90	MinQuest Inc	426036
BEN	92	MinQuest Inc	426038
BEN	93	MinQuest Inc	426039
BEN	94	MinQuest Inc	426040
BEN	96	MinQuest Inc	426042
BEN	97	MinQuest Inc	426043
BEN	98	MinQuest Inc	426044
LITTLE BUTTE	2	MinQuest Inc	426045
LITTLE BUTTE EXT.	2	MinQuest Inc	426046
LITTLE BUTTE EXT.	3	MinQuest Inc	426047
LITTLE BUTTE EXT.	4	MinQuest Inc	426048
LOCHER ENT.	1	MinQuest Inc	426049
LOCHER ENT.	2	MinQuest Inc	426050
LOCHER ENT.	3	MinQuest Inc	426051
LOCHER ENT.	4	MinQuest Inc	426052
LOMA	2	MinQuest Inc	426053
LOMA	4	MinQuest Inc	426054
LOMA	5	MinQuest Inc	426055

LOMA	7	MinQuest Inc	426056
LOMA	9	MinQuest Inc	426057
LOMA	10	MinQuest Inc	426058
LOMA	11	MinQuest Inc	426059
LOMA	12	MinQuest Inc	426060
SMOKE HOLE	3	MinQuest Inc	426061
SMOKE HOLE	4	MinQuest Inc	426062
SMOKE HOLE	5	MinQuest Inc	426063
SMOKE HOLE	8	MinQuest Inc	426064
SMOKE HOLE	11	MinQuest Inc	426065
		Total Claims	117

Exhibit B
Patented Claims
Little Butte or Bouse Project claims located in Sections 6 & 7, T7N, R17W &
Sections 1 & 12, T7N, R18W G&SRB&M, LaPaz County, Arizona

<u>Claim Name</u>	<u>Mineral Survey #</u>
Dollie W	3175
Jaguar	3175
Paradise #2	3175
Paradise	3175
Paradise #1	3175
Paradise Extension	3175
Llano	3175

EXHIBIT "2"
**to the Option Agreement made as of the 14 day of August, 2020 between Great
Basin Resources Inc. and NSJ Mining Corp.**

Copy of Property Option Agreement between Great Basin Resources Inc. and Jack A. Walker made and entered into as of the 28th day of March, 2019.

PROPERTY OPTION AGREEMENT

THIS AGREEMENT made and entered into as of the 28th day of March, 2019.

BETWEEN:

Jack A. Walker, an individual having a mailing address of P. O. Box 426,
Vale, Oregon 97918;

(herein called the "Optionor ")

OF THE FIRST PART

AND:

Great Basin Resources Inc., a company having a mailing address
at 4235 Christy Way, Reno, Nevada 89519;

(herein called the "Optionee ")

OF THE SECOND PART

WHEREAS the Optionor has represented that it is the sole recorded and beneficial owner in and to the La Paz Property (the "Property") described in Schedule "A" attached hereto;

AND WHEREAS the Optionor now wishes to grant to the Optionee the exclusive right and option to acquire an undivided 100% right, title and interest in and to the Property on the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises, the mutual covenants herein set forth and the sum of One Dollar (\$1.00) of lawful money of U.S. currency now paid by the Optionee to the Optionor (the receipt whereof is hereby acknowledged), the Parties hereto do hereby mutually covenant and agree as follows:

1. **Definitions**

The following words, phrases and expressions shall have the following meanings:

- (a) "Facilities" means all mines and plants, including without limitation, all pits, shafts, adits, haulageways, raises and other underground workings, and all buildings, plants, facilities, and other structures, fixtures, and improvements, and all other property, whether fixed or moveable, as the same may exist at any time in, or on the Property and relating to the operator of the Property as a mine or outside the Property if for the exclusive benefit of the Property only.

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- (b) "Option" means the option granted by the Optionor to the Optionee to acquire an undivided 100% right, title and interest in and to the Property as more particularly set forth in Section 4.
- (c) "Option Period" means the period from the date hereof to the date at which the Optionee has performed its obligations to acquire its 100% interest in the Property as set out in Section 4 hereof, which ever shall be the lesser period;
- (d) "Property" means the mineral claims described in Schedule "A";

2. Headings

Any heading, caption or index hereto shall not be used in any way in construing or interpreting any provision hereof

3. Singular, Plural

Whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning plural or feminine or body politic or corporate or vice versa, as the context so requires.

4. Option

The Optionor hereby grants to the Optionee the sole exclusive right and option (the "Option") to earn a 100% interest in the Property exercisable as follows:

- (a) the Optionee paying the sum of \$12,000 US to the Optionor by way of cash upon signing.
- (b) on or before March 28th, 2020:
 - (i) the Optionee paying \$24,000 to the Optionor;
- (c) on or before March 28th, 2021:
 - (i) the Optionee paying \$24,000 to the Optionor;
- (d) on or before March 28th, 2022:
 - the Optionee paying \$36,000 to the Optionor;
- (e) on or before March 28th, 2023:
 - (i) the Optionee paying \$39,000 to the Optionor;

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following which the Optionee shall be deemed to have exercised the Option (the "Exercise Date") and shall be entitled to an undivided 100% right, title and interest in and to the Property with the full right and authority to equip the Property for production and operate the Property as a mine. The Optionee may also exercise the Option at any time during the option term by paying Optionor 80% of the remaining Option payments.

5. Transfer of Title

Upon completion of all property payments by Optionee the Optionor will deliver or cause to be delivered to the Optionee a duly executed transfer of Property in favor of the Optionee (the "Optionee Transfer"). The Optionee shall be entitled to record the Optionee Transfer with the appropriate government offices to effect transfer of legal title of the Property into its own name upon the full and complete exercise of the Option by the Optionee.

6. Assignment

During the Option Term, either party shall have the right to sell, transfer, assign, or pledge its interest in this Agreement or its right or interest in the Property. It will be a condition of any assignment under this Agreement that such assignee shall agree in writing to be bound by the terms of this Agreement applicable to the assignor.

7. Termination

This Agreement shall forthwith terminate in circumstances where:

- (a) the Optionee fails to make the payments; or
- (b) the Optionee gives notice of termination to the Optionor which it shall be at liberty to do at any time after the execution of this Agreement.

8. Representations, Warranties and Covenants of the Optionor

- (a) the Optionor has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement;

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- (b) the execution and delivery of this Agreement and the agreements contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable or pertaining thereto or of its constating documents;
- (c) the Agreement constitutes a legal, valid and binding obligation of the Optionor;
- (d) the Property is accurately described in Schedule "A", is in good standing under the laws of the jurisdiction in which it is located and is free and clear of all liens, charges and encumbrances;
- (e) the Optionor is the sole recorded and beneficial owner of the Property and has the exclusive right to enter into this Agreement and all necessary authority to transfer its interest in the Property in accordance with the terms of this Agreement;
- (f) no person, firm or corporation has any proprietary or possessory interest in the Property other than the Optionor, and no person, firm or corporation is entitled to any royalty or other payment in the nature of rent or royalty on any minerals, ores, metals or concentrates or any other such products removed from the Property;
- (g) upon request by the Optionee, the Optionor shall deliver or cause to be delivered to the Optionee copies of all available maps and other documents and data in its possession respecting the Property; and

9. Representations, Warranties and Covenants of the Optionee

- (a) The Optionee represents, warrants and covenants to and with the Optionor that:
 - (b) the Optionee is a company duly organized validly existing and in good standing under the laws of Nevada;
 - (c) the Optionee has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement;
 - (d) neither the execution and delivery of this Agreement, nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by, any agreement to which it is a party;
 - (e) the execution and delivery of this Agreement and the agreements contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable or pertaining thereto or of its constating documents;

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- (f) The Optionee shall provide copies of exploration data collected by the Optionee on the Property within 30 days of termination of this agreement and upon receiving a written request from the Optionor for such data.

10. Indemnity and Survival of Representations

The representations and warranties hereinbefore set out are conditions on which the parties have relied in entering into this Agreement and shall survive the acquisition of any interest in the Property by the Optionee and each of the parties will indemnify and save the other harmless from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any representation, warranty, covenant, agreement or condition made by them and contained in this Agreement.

The Optionor agrees to indemnify and save harmless the Optionee from any liability to which it may be subject arising from any Mining Operations carried out by the Optionor or at its direction on the Property. The Optionee agrees to indemnify and save harmless the Optionor from any liability to which it may be subject arising from any Mining Operations carried out by the Optionee on the Property.

11. Confidentiality

The parties hereto agree to hold in confidence all information obtained in confidence in respect of the Property or otherwise in connection with this Agreement other than in circumstances where a party has an obligation to disclose such information in accordance with applicable securities legislation, in which case such disclosure shall only be made after consultation with the other party.

12. Notice

All notices, consents, demands and requests (in this Section 12 called the "Communication") required or permitted to be given under this Agreement shall be in writing and may be delivered personally sent by registered mail, fax or other electronic means to the parties at their addresses first above written. Any Communication delivered personally sent by registered mail, fax or other electronic means shall be deemed to have been given and received on the second business day next following the date of sending. Any Communication mailed as aforesaid shall be deemed to have been given and received on the fifth business day following the date it is posted, addressed to the parties at their addresses first above written or to such other address or addresses as either party may from time to time specify by notice to the other; provided, however, that if there shall be a mail strike, slowdown or other labor dispute which might affect delivery of the Communication by mail, then the Communication shall be effective only if actually delivered.

13. Further Assurances

Each of the parties to this Agreement shall from time to time and at all times do all such further acts and execute and deliver all further deeds and documents as shall be reasonably required in order fully to perform and carry out the terms of this Agreement.

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14. Entire Agreement

The parties hereto acknowledge that they have expressed herein the entire understanding and obligation of this Agreement and it is expressly understood and agreed that no implied covenant, condition, term or reservation, shall be read into this Agreement relating to or concerning any matter or operation provided for herein.

15. Proper Law and Arbitration

This Agreement will be governed by and construed in accordance with the laws of the State of Nevada and the laws of the United States of America applicable therein. The parties hereto hereby irrevocably attorn to the jurisdiction of the Courts of Nevada. All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, shall be referred to and finally resolved by a sole arbitrator by arbitration under the rules of *The Arbitration Act* of Nevada.

16. Enurement

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

17. Default

Notwithstanding anything in this Agreement to the contrary if any party (a "Defaulting Party") is in default of any requirement herein set forth the party affected by such default shall give written notice to the Defaulting Party specifying the default and the Defaulting Party shall not lose any rights under this Agreement, unless thirty (30) days after the giving of notice of default by the affected party the Defaulting Party has failed to take reasonable steps to cure the default by the appropriate performance and if the Defaulting Party fails within such period to take reasonable steps to cure any such default, the affected party shall be entitled to seek any remedy it may have on account of such default including, without limiting, termination of this Agreement.

20. Payment

All references to monies hereunder shall be in U.S. funds.

21. Option Only

This is an option only and except as herein specifically provided otherwise, nothing herein contained shall be construed as obligating the Optionee to do any acts or make any payments hereunder, and any act or acts or payment or payments as shall be made hereunder shall not be construed as obligating the Optionee to do any further act or make any further payment or payments.

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22. Supersedes Previous Agreements

This Agreement supersedes and replaces all previous oral or written agreements, memoranda, correspondence or other communications between the parties hereto relating to the subject matter hereof.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement effective as of the 28th day of March, 2019.

Optionee: Great Basin Resources Inc.

Per:


Richard Kem, President

Optionor: Jack A. Walker

Per:

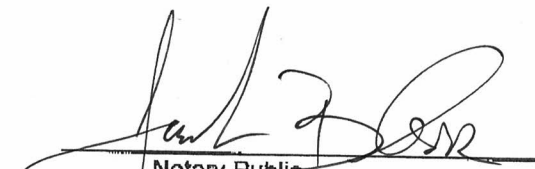

Jack A. Walker

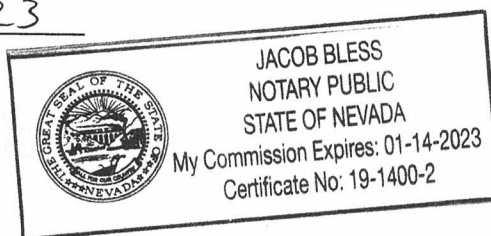
STATE OF NEVADA

)
) ss.
)

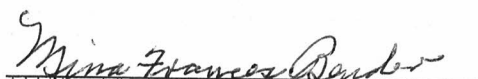
COUNTY OF WASHOE

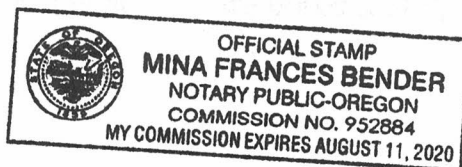
SB The foregoing instrument was acknowledged before me this 29 day
of ~~March~~ ^{April}, 2019, by **Richard Kem**, the President of Great Basin
Resources Inc.


Notary Public
My commission expires 1-14-23

STATE OF OREGON)COUNTY OF Malheur) ss.

The foregoing instrnment was acknowledged before me this 25 day of ~~March~~ ^{April}, 2019,
by **Jack A. Walker**. _{MB}


Notary Public

My commission expires 08-11-2020

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SCHEDULE A**LIST OF LA PAZ PROPERTY PATENTED CLAIMS, SECTIONS 6 & 7, T7N, R17W &
SECTIONS 1 & 12, T7N, R18WG&SRB&M, LAPAZCOUNTY, ARIZONA**

<u>Claim Name</u>	<u>Mineral Survey #</u>
Dollie W	3175
Jaguar	3175
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