THIS MINERAL PROPERTY OPTION AGREEMENT is dated and made for reference effective the 17th day of March 2022.

BETWEEN: ARES STRATEGIC MINING., having an office located 1001-409 Granville St, Vancouver, BC, V6C 1T2

(the "Vendor" or the "Owner")

AND:

USHA RESOURCES., having an office located at

("USHA" or the "Purchaser")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided one hundred percent (100%) interest in and to those certain mineral claims (the "Claims") which are more particularly described in Schedule A attached hereto and which are included in the Property (as hereinafter defined).

B. The Vendor wishes to grant an option to the Purchaser an undivided one hundred percent (100%) interest in and to the Property, and the Purchaser wishes to acquire the same on the terms and subject to the conditions as are more particularly set forth herein.

NOW THEREFORE this Agreement witnesses that in consideration of the premises and covenants and agreements of the parties hereinafter set forth, the parties do covenant and agree with one another as follows:

1. In this Agreement:

   (a) **"Agreement"** means this agreement, including the Schedules and the Schedules, all as amended, supplemented or restated from time to time.

   (b) **"Approval Date"** means the date on which the Exchange gives its approval to this Agreement.

   (c) **"Claims"** mean the mineral claims listed in Schedule A and forming part of the Property.

   (d) **"Exchange"** means the TSX Venture Exchange.

   (e) **"Expenditures"** mean all costs and expenses incurred or that are caused to be incurred by USHA, in the conduct of activities on or in relation to the Property, which include without limitation, costs incurred:

(i) to hold the Property in good standing (including filing or maintenance costs and any monies expended as required to comply with applicable laws and regulations), or other payments including legal and other related professional fees in curing title defects and in acquiring and maintaining surface, water and other ancillary rights;

(ii) in preparing and applying for and acquiring environmental and other permits necessary or desirable to commence and complete exploration, development and operational activities;

(iii) in connection with any applications and necessary studies for the obtaining of permits, licenses, and other regulatory approvals, including the preparation for and attendance at hearings and other meetings relating to the Property;

(iv) in undertaking geophysical, geochemical and geological surveys, drilling, assaying and metallurgical testing, including costs of assays and other tests and analyses (including downhole testing) to determine the quantity and quality of minerals, water and other materials or substances;

(v) in the preparation and presentation of data and other results obtained from work programs including the preparation of any preliminary assessment, technical report, pre-feasibility study, feasibility study or other evaluation of the Property (including financial studies and reports on the Property);

(vi) in digging, trenching, sampling, assaying, and testing for minerals;

(vii) in conducting the drilling of holes by any method;

(viii) in transporting minerals, personnel, supplies, mining or milling plant, buildings, machinery, tools, appliances or equipment in, to or from the Property;

(ix) for environmental remediation and rehabilitation;

(x) in acquiring or obtaining the use of facilities, equipment or machinery, and for all parts, supplies and consumables;

(xi) for salaries, wages and/or other expenses (including travel costs) of third party consultants, contractors and other persons assigned to exploration, evaluation, development and operation activities;

(xii) in supplying food, lodging and other reasonable needs for personnel at the project site on the Property;

(xiii) for all duties and taxes levied against or in respect of the Property, and for activities on the Property, and all duties and taxes levied in connection with operations on the Property;

(xiv) in acquiring any additional mineral rights, water rights and other real property interests necessary to further develop the Property;

(xv) in consulting with and developing lines of communication as well as relationships with local and regional community members and groups;

(xvi) an amount of up to 10% of the above amounts (other than taxes and maintenance costs), to cover general overhead of USHA incurred as a result of the management and operations of the Property, and other administrative, office and support over-head costs related thereto.

(f **"Government or Regulatory Authority"** means any federal, provincial, regional, municipal or other government, governmental department, regulatory authority, commission, board, bureau, agency or instrumentality that has lawful authority to regulate or administer or govern the business or property or affairs of any person, and for the purposes of this Agreement also includes any corporation or other entity owned or controlled by any of the foregoing and any stock exchange on which shares of a Party are listed for trading.

(g) **"Mining Rights Contracts"** means any instruments or agreements, whether or not reduced to writing, by whatever name called under applicable law or practice and whether obtained from a Government or Regulatory Authority or any other person, pursuant to which rights that are or are analogous to rights to explore for andlor commercially exploit base and precious metals and other minerals are held, or owned, and shall include, without limitation, a "mineral claim", "mineral interest", "mining claim", "grant", "concession", "exclusive permission", "mining contract", "mining licence", "exploitation permit", "right of reconnaissance", "right or exploration", "research permit", "exploration permit", "royalty interest", or otherwise.

(h) **"Gross Over-Riding Royalty"** or **"GORR"** means a 1% gross overriding royalty interest in the revenue from the sale of the production as described in Schedule **B.**

(i) **"Option"** has the meaning given in Section 2 of this Agreement.

(j) **"Property"** means the Claims and the property rights and interests subject thereto including any renewals, extensions or replacements thereof, together with any other Mining Rights Contracts held or applied for in connection therewith together with all other rights and mineral interests appurtenant or incidental thereto.

(k) **"Shares"** means the common shares of the Purchaser to be issued to the Vendor pursuant to Section 2 of this Agreement.

(l) **"VWAP"** means the volume-weighted average price.

(1) **"Transfer Date"** has the meaning given in Section 4 of this Agreement.

2. The Vendor hereby grants to the Purchaser an exclusive option (the "Option") to purchase the one hundred percent (100%) undivided interest in and to the Property, free and clear of all claims, taxes, liens, charges or encumbrances, except for the GORR as granted in Section 4, on the terms and conditions set out herein.

To maintain and to exercise the Option, the Purchaser shall:

(a) pay $75,000 to the Vendor within five days of regulatory approval of this Agreement;

(b) issue $500,000 worth of Shares within five days of regulatory approval of this Agreement at a deemed value according to the 10-day VWAP, to the Vendor or its assigns in accordance with Schedule C;

(c) pay a further $225,000 to the Vendor on or before 6 months of the signing of this Agreement, in cash and/or Shares at the election of the Buyer, stock issued according to the value determined by the 10-day VWAP to a maximum of 1,500,000 shares;

(d) pay a further $225,000 to the Vendor on or before 12 months of the signing of this Agreement, in cash and/or Shares at the election of the Buyer, stock issued according to the value determined by the 10-day VWAP to a maximum of 1,500,000 shares;

(e) file all forms and pay all fees to keep the Claims in good standing, including County Fees and BLM Maintenance Fees, as prescribed by US federal law (30 USC 28f; 43 CRF 3833.1-5).

(collectively the "Option Price").

Any Shares issued to the Vendor will be issued at a deemed price calculated as the average of the closing prices of the Shares over the 10 trading days immediately preceding the date of issuance. It is further agreed between the parties that Shares will only be issued by the Purchaser toward payment of any portion of the Option Price provided it will not result in the Vendor owning more that 10% of the issued shares of the Purchaser (i.e., resulting in the Vendor becoming an insider of the Purchaser) and that the balance of the funds due will be paid in cash.

3. Upon payment in full of the Option Price, the Purchaser will become the legal and beneficial owner of a 100% interest in the Property and the Vendor will then transfer or cause to be transferred 100% of the legal title to the Property to the Purchaser (the "Transfer Date"), at the sole expense of the Purchaser. In the event the Purchaser fails pay any portion of the Option Price (and such failure continues for 30 days after notice in writing to the Purchaser from the Vendor), at the option of the Vendor, the Purchaser will forfeit its right to acquire the Property and no party will have further rights against the others pursuant to this Agreement, except for the obligations in section 9.

4. The Purchaser will be required to complete no less than $1,000,000 worth of Expenditures on the Claims within two years of the signing of this Agreement unless the Option Price has been paid in full,

5. The Owner shall retain a 1% Gross Overriding Royalty as defined in Schedule B, subject to a buyback provision to the Purchaser whereby it may acquire, at any time, one-half of the GORR (0.5% GORR) for $1,000,000.

5. The Vendor warrants and represents to the Purchaser that:

(a) the Vendor is resident at the address set forth beside its name on the first page of this Agreement;

(b) the Vendor is a corporation duly subsisting under the laws of the jurisdiction of its incorporation with the corporate power to own its assets and to carry on its business;

(c) the Vendor has good and sufficient authority to enter into and deliver this Agreement and to transfer its legal and beneficial interest in the Property to the Purchaser;

(d) the execution, delivery and performance of this Agreement by the Vendor, and the consummation of the transactions herein contemplated by each of the Vendor will not (i) violate or conflict with any term or provision of any of the articles, by laws or other constating documents of either of the Vendor; (ii) violate or conflict with any term or provision of any order of any court, Government or Regulatory Authority or any law or regulation of any jurisdiction in which a Vendor's business is carried on; or (iii) conflict with, accelerate the performance required by or result in the breach of any agreement to which either of the Vendor is a party or by which either of the Vendor is currently bound;

(e) to the best of the Vendor's knowledge, the Claims have been properly located, recorded and (where applicable) staked pursuant to the applicable laws and regulations of Nevada are properly described in Schedule A and are in good standing;

(f) the Vendor holds all permits, licenses, consents and authorities issuable by any Government or Regulatory Authority, which are necessary in connection with the ownership of the Property, all of which are included in and form part of the Property;

(g) all fees, taxes, assessments, rentals, levies or other payments required to be made relating to the Property have been made;

(h) other than this Agreement, there are no outstanding agreements or options to acquire or purchase the Property or any portion thereof or any interest therein;

(i) there is no known adverse claim or challenge against or to the ownership of or title to any part of the Property, and no party has any right, title, claim or other interest in the Property;

(j) all property rights or interests of the Vendor in the Property are legally and beneficially owned or held by the Vendor, are in good standing, are valid and enforceable, are free and clear of any liens, charges or encumbrances and no royalty is payable in respect of any part of the Property and on the Transfer Date, the legal and beneficial title in the Property will be transferred to the Purchaser free and clear of any liens, charges or encumbrances subject only to the Gross Overriding Royalty provided for in Section 4;

(k) there are no known actions, claims, investigations, suits, proceedings or inquiries (judicial or otherwise) pending or, to the best of its knowledge, threatened against or relating to the Vendor or the Property before or by any Government or Regulatory Authority, which may, in any way, have a materially adverse effect on the ability of the Vendor to perform its obligations hereunder;

(1) the Property does not, to the best of the Vendor' knowledge, contain any hazardous or toxic material, pollution or other adverse environmental conditions that may give rise to any environmental liability under any applicable environmental laws, regulations, rules or by-laws, and neither of the Vendor has received, nor is aware of any pending or threatened, notice of non-compliance with any environmental laws, regulations, rules or by-laws;

(m) the Vendor has not received from any Government or Regulatory Authority, any notice of or communication relating to any actual or alleged environmental claims, and there are no outstanding work orders or actions required to be taken relating to environmental matters respecting the Property or any operations carried out on the Property;

(n) the Vendor has not received any notice from the BLM prescribing any alteration of the Claims. Should such notice be given, the alteration and associated costs of the alteration shall be the sole responsibility of the Purchaser. Such alterations shall in no way invalidate this Agreement.

6. The Purchaser may not assign this Agreement without the written consent of the Vendor until the Option Price has been paid in full, such consent not to be unreasonably withheld or delayed, and any assignment will not relieve the Purchaser of its obligations hereunder.

7. Provided this Agreement is in good standing, until the Transfer Date the Purchaser 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 further prospecting, exploration, development and/or other mining work thereon and thereunder as the Purchaser in its sole discretion may determine advisable;

(d) bring upon and erect upon the Property buildings, plant, machinery and equipment as the Purchaser may deem advisable; and

(e) remove therefrom and dispose of reasonable quantities of ores, minerals and metals for the purposes of obtaining assays or making other tests.

8 Until the Transfer Date, the Purchaser shall, in regard to the Property:

(a) maintain in good standing those licenses, Claims, concessions or other interests comprising the Property by the doing and filing of assessment work or the making of payments in lieu thereof and the performance of all other actions which may be necessary in that regard and in order to keep such Claims, concessions or other interests free and clear of all liens and other charges arising from the Purchaser's activities thereon except those at the time contested in good faith by the Purchaser;

(b) permit the parties to this Agreement, at their own expense, reasonable and timely access to the results of the work done on the Property;

(c) keep the Property free and clear of all liens, charges and encumbrances of every character arising from its operation hereunder (except for liens for taxes not then due, other inchoate liens and liens contested in good faith by the Purchaser, and proceed with all reasonable diligence to contest or discharge any lien that is filed;

(d) pay, when due and payable, all wages or salaries for services rendered in connection with the Property and all accounts for materials supplied on or in respect of any work or operation performed on the Property; and

(e) do or cause to be done all work on the Property in a good and workmanlike fashion and in accordance with all applicable laws, regulations, orders and ordinances of any applicable governmental authority.

9. Purchaser may, at any time prior to the Transfer Date, terminate this Agreement in its entirety on thirty (30) days written notice to the Vendor and except for the obligations set out in this Section and except for any liability for breach of any obligation incurred prior to such termination, shall thereafter have no liability to the Vendor as a result of such termination.

Upon termination pursuant to this Section, Purchaser shall have no legal or beneficial interests in or to the Property.

The Agreement is an option only in respect of the Property and except as specifically provided otherwise, nothing in this Agreement shall be construed as obligating Purchaser 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 Purchaser to do any further act or make any further payment.

Purchaser agrees to indemnify and save the Vendor harmless from and against any loss, costs or damages for damage to person or property, lost profits and for environmental liability suffered or incurred by the Vendor arising directly or indirectly from any operations or activities conducted on the Property by or on behalf of the Purchaser. This indemnity shall survive any termination of this Agreement.

Notwithstanding any other provisions of this Agreement, in the event of termination of this Agreement for any reason, Purchaser will:

(i) provide the Vendor with copies of all data and information related to the Property that was not provided to the Vendor prior to the termination of this Agreement, together with, if applicable, a final report on all work carried out by Purchaser together with all drill cores and unprocessed assay samples;

(ii) have the right and obligation to remove from the Property within 180 days of the effective date of such termination all equipment erected, installed or brought upon the Property by or at the instance of Purchaser;

(iii) perform all reclamation work on the Property required under applicable mining, exploration and environmental laws in Nevada, as a result of exploration or operations carried out by or on behalf of Purchaser; and

(iv) leave the mineral claims and any other mineral tenures comprising the Property free and clear of encumbrances and in good standing under applicable laws in Nevada for at least twelve months after the date of termination.

10. There are no representations, warranties, collateral agreements, or conditions except as herein specified.

11. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

12. The parties will execute and deliver all such further documents, do or cause to be done all such further acts and things, and give all such further assurances as may be necessary to give full effect to the provisions and intent of this Agreement.

13. Any notice required or permitted to be given to any of the parties to this Agreement will be in writing and may be given by prepaid registered post, telecopier, or personal delivery to the address of such party first above stated or such other address as any party may specify by notice in writing to the other parties, and any such notice will be deemed to have been given and received by the party to whom it was addressed if mailed, on the third day following the mailing thereof, if telecopied, on successful transmission, or, if delivered, on delivery; but if at the time of mailing or between the time of mailing and the third business day thereafter there is a strike, lockout, or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.

14. This Agreement will be governed by and construed in accordance with the laws of British Columbia, and the parties hereby attorn to the jurisdiction of the Courts of competent jurisdiction of British Columbia in any proceeding hereunder.

15. Time is of the essence of this Agreement.

16. Words and phrases used herein that have acquired special meanings in the mining industry will be read and construed in accordance with the special meanings attaching to those words, unless the context otherwise requires.

17. This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument.

18. Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

19. Delivery of an executed copy of this Agreement by telecopy, telex, or other means of electronic communication producing a printed copy will be deemed to be execution and delivery of this Agreement on the date of such communication by the party so delivering such copy, subject to delivery of an originally executed copy of this Agreement to the other party hereto within two weeks of the date of delivery of the copy sent via the electronic communication.

20. Each party to this Agreement will be responsible for all of its own expenses, legal and other professional fees, disbursements, and all other costs incurred in connection with the negotiation, preparation, execution, and delivery of this Agreement and all documents and instruments relating hereto and the consummation of the transactions contemplated hereby.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the 21st day of March, 2022.

ARES STRATEGIC MINING.,

Per: *"James Walker"*
James Walker - CEO

USHA Resources Ltd.

Per:

Per: *"Deepak Varshney"*
Deepak Varshney - CEO

SCHEDULE A

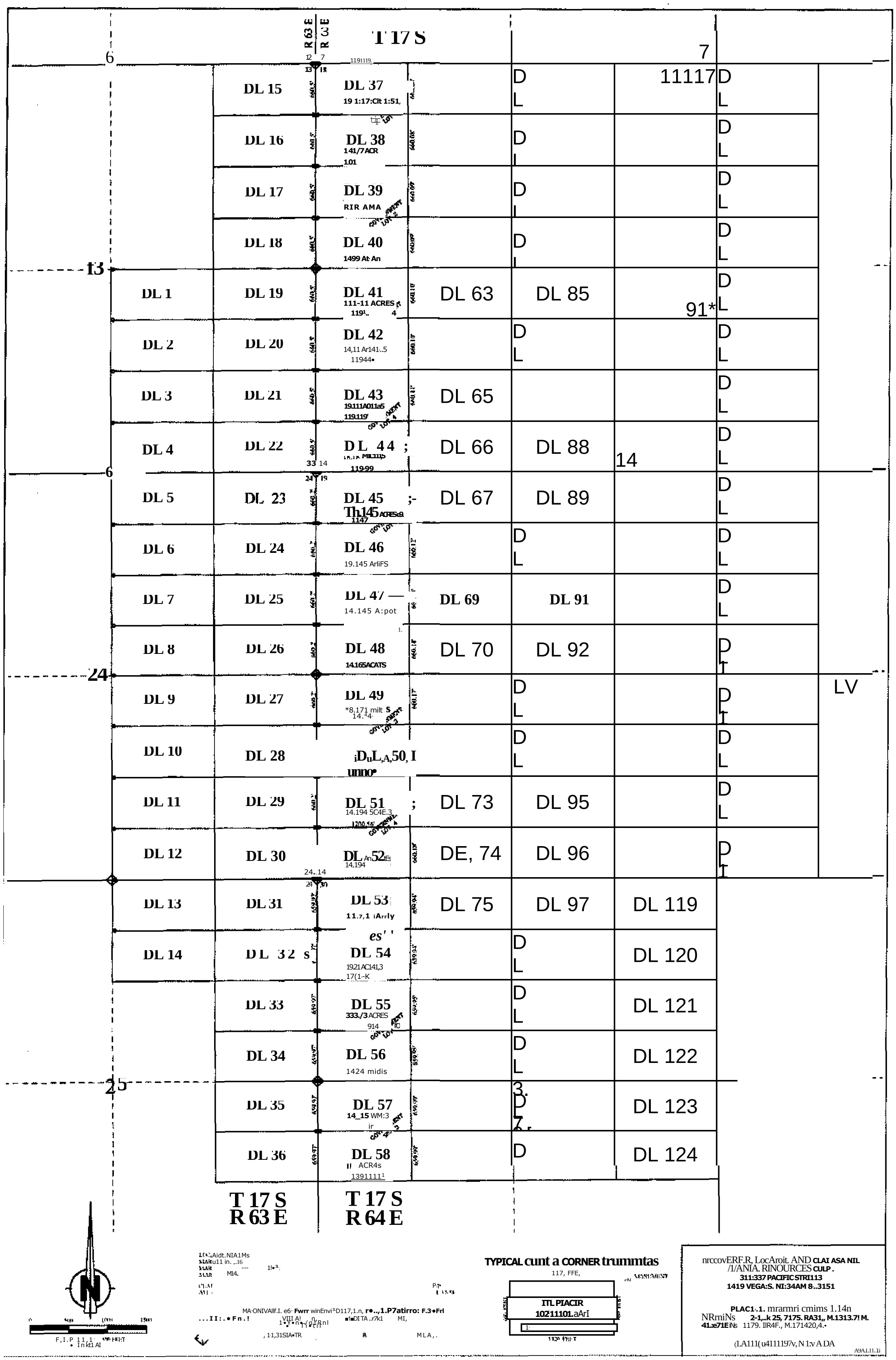
The Property consists of 140 Claims, as listed below, all located in Clark County, Nevada.

Jackpot Lake #	County #	County #	section	township	range	BLM#
1	20160330-	0000527	13	17 South	63 East	1121727
2	20160330-	0000528	13	17 South	63 East	1121728
3	20160330-	0000529	13	17 South	63 East	1121729
4	20160330-	0000530	13	17 South	63 East	1121730
5	20160330-	0000531	24	17 South	63 East	1121731
6	20160330-	0000532	24	17 South	63 East	1121732
7	20160330-	0000533	24	17 South	63 East	1121733
8	20160330-	0000534	24	17 South	63 East	1121734
9	20160330-	0000535	24	17 South	63 East	1121735
10	20160330-	0000536	24	17 South	63 East	1121736
11	20160330-	0000537	24	17 South	63 East	1121737
12	20160330-	0000538	24	17 South	63 East	1121738
13	20160330-	0000539	25	17 South	63 East	1121739
14	20160330-	0000540	25	17 South	63 East	1121740
15	20160330-	0000541	13	17 South	63 East	1121741
16	20160330-	0000542	13	17 South	63 East	1121742
17	20160330-	0000543	13	17 South	63 East	1121743
18	20160330-	0000544	13	17 South	63 East	1121744
19	20160330-	0000545	13	17 South	63 East	1121745
20	20160330-	0000546	13	17 South	63 East	1121746
21	20160330-	0000547	13	17 South	63 East	1121747
22	20160330-	0000548	13	17 South	63 East	1121748
23	20160330-	0000549	24	17 South	63 East	1121749
24	20160330-	0000550	24	17 South	63 East	1121750
25	20160330-	0000551	24	17 South	63 East	1121751
26	20160330-	0000552	24	17 South	63 East	1121752
27	20160330-	0000553	24	17 South	63 East	1121753
28	20160330-	0000554	24	17 South	63 East	1121754
29	20160330-	0000555	24	17 South	63 East	1121755
30	20160330-	0000556	24	17 South	63 East	1121756
31	20160330-	0000557	25	17 South	63 East	1121757
32	20160330-	0000558	25	17 South	63 East	1121758
33	20160330-	0000559	25	17 South	63 East	1121759
34	20160330-	0000560	25	17 South	63 East	1121760
35	20160330-	0000561	25	17 South	63 East	1121761

Jackpot Lake #	County #	County #	section	township	range	BLM#
36	20160330-	0000562	25	17 South	63 East	1121762
37	20160330-	0000563	18	17 South	64 East	1121763
38	20160330-	0000564	18	17 South	64 East	1121764
39	20160330-	0000565	18	17 South	64 East	1121765
40	20160330-	0000566	18	17 South	64 East	1121766
41	20160330-	0000567	18	17 South	64 East	1121767
42	20160330-	0000568	18	17 South	64 East	1121768
43	20160330-	0000569	18	17 South	64 East	1121769
44	20160330-	0000570	18	17 South	64 East	1121770
45	20160330-	0000571	19	17 South	64 East	1121771
46	20160330-	0000572	19	17 South	64 East	1121772
47	20160330-	0000573	19	17 South	64 East	1121773
48	20160330-	0000574	19	17 South	64 East	1121774
49	20160330-	0000575	19	17 South	64 East	1121775
50	20160330-	0000576	19	17 South	64 East	1121776
51	20160330-	0000577	19	17 South	64 East	1121777
52	20160330-	0000578	19	17 South	64 East	1121778
53	20160330-	0000579	30	17 South	64 East	1121779
54	20160330-	0000580	30	17 South	64 East	1121780
55	20160330-	0000581	30	17 South	64 East	1121781
56	20160330-	0000582	30	17 South	64 East	1121782
57	20160330-	0000583	30	17 South	64 East	1121783
58	20160330-	0000584	30	17 South	64 East	1121784
59	20160330-	0000585	18	17 South	64 East	1121785
60	20160330-	0000586	18	17 South	64 East	1121786
61	20160330-	0000587	18	17 South	64 East	1121787
62	20160330-	0000588	18	17 South	64 East	1121788
63	20160330-	0000589	18	17 South	64 East	1121789
64	20160330-	0000590	18	17 South	64 East	1121790
65	20160330-	0000591	18	17 South	64 East	1121791
66	20160330-	0000592	18	17 South	64 East	1121792
67	20160330-	0000593	19	17 South	64 East	1121793
68	20160330-	0000594	19	17 South	64 East	1121794
69	20160330-	0000595	19	17 South	64 East	1121795
70	20160330-	0000596	19	17 South	64 East	1121796

Jackpot Lake #	County #	County #	section	township	range,	BLM#
71	20160330-	0000597	19	17 South	64 East	1121797
72	20160330-	0000598	19	17 South	64 East	1121798
73	20160330-	0000599	19	17 South	64 East	1121799
74	20160330-	0000600	19	17 South	64 East	1121800
75	20160330-	0000601	30	17 South	64 East	1121801
76	20160330-	0000602	30	17 South	64 East	1121802
77	20160330-	0000603	30	17 South	64 East	1121803
78	20160330-	0000604	30	17 South	64 East	1121804
79	20160330-	0000605	30	17 South	64 East	1121805
80	20160330-	0000606	30	17 South	64 East	1121806
81	20160330-	0000607	18	17 South	64 East	1121807
82	20160330-	0000608	18	17 South	64 East	1121808
83	20160330-	0000609	18	17 South	64 East	1121809
84	20160330-	0000610	18	17 South	64 East	1121810
85	20160330-	0000611	18	17 South	64 East	1121811
86	20160330-	0000612	18	17 South	64 East	1121812
87	20160330-	0000613	18	17 South	64 East	1121813
88	20160330-	0000614	18	17 South	64 East	1121814
89	20160330-	0000615	19	17 South	64 East	1121815
90	20160330-	0000616	19	17 South	64 East	1121816
91	20160330-	0000617	19	17 South	64 East	1121817
92	20160330-	0000618	19	17 South	64 East	1121818
93	20160330-	0000619	19	17 South	64 East	1121819
94	20160330-	0000620	19	17 South	64 East	1121820
95	20160330-	0000621	19	17 South	64 East	1121821
96	20160330-	0000622	19	17 South	64 East	1121822
97	20160330-	0000623	30	17 South	64 East	1121823
98	20160330-	0000624	30	17 South	64 East	1121824
99	20160330-	0000625	30	17 South	64 East	1121825
100	20160330-	0000626	30	17 South	64 East	1121826
101	20160330-	0000627	30	17 South	64 East	1121827
102	20160330-	0000628	30	17 South	64 East	1121828
103	20160330-	0000629	18	17 South	64 East	1121829
104	20160330-	0000630	18	17 South	64 East	1121830
105	20160330-	0000631	18	17 South	64 East	1121831

Jackpot Lake #	County #	;County #	section	' township	range	BUM
106	20160330-	0000632	18	17 South	64 East	1121832
107	20160330-	0000633	18	17 South	64 East	1121833
108	20160330-	0000634	18	17 South	64 East	1121834
109	20160330-	0000635	18	17 South	64 East	1121835
110	20160330-	0000636	18	17 South	64 East	1121836
111	20160330-	0000637	19	17 South	64 East	1121837
112	20160330-	0000638	19	17 South	64 East	1121838
113	20160330-	0000639	19	17 South	64 East	1121839
114	20160330-	0000640	19	17 South	64 East	1121840
115	20160330-	0000641	19	17 South	64 East	1121841
116	20160330-	0000642	19	17 South	64 East	1121842
117	20160330-	0000643	19	17 South	64 East	1121843
118	20160330-	0000644	19	17 South	64 East	1121844
119	20160330-	0000645	30	17 South	64 East	1121845
120	20160330-	0000646	30	17 South	64 East	1121846
121	20160330-	0000647	30	17 South	64 East	1121847
122	20160330-	0000648	30	17 South	64 East	1121848
123	20160330-	0000649	30	17 South	64 East	1121849
124	20160330-	0000650	30	17 South	64 East	1121850
125	20160330-	0000651	17	17 South	64 East	1121851
126	20160330-	0000652	17	17 South	64 East	1121852
127	20160330-	0000653	17	17 South	64 East	1121853
128	20160330-	0000654	17	17 South	64 East	1121854
129	20160330-	0000655	17	17 South	64 East	1121855
130	20160330-	0000656	17	17 South	64 East	1121856
131	20160330-	0000657	17	17 South	64 East	1121857
132	20160330-	0000658	17	17 South	64 East	1121858
133	20160330-	0000659	20	2N North	38 East	1121859
134	20160330-	0000660	20	2N North	38 East	1121860
135	20160330-	0000661	20	2N North	38 East	1121861
136	20160330-	0000662	20	ZN North	38 East	1121862
137	20160330-	0000663	20	2N North	38 East	1121863
138	20160330-	0000664	20	ZN North	38 East	1121864
139	20160330-	0000665	20	2N North	38 East	1121865
140	20160330-	0000666	20	2N North	38 East	1121866


T 17 S
DL 15
DL 37
DL 16
DL 38
DL 17
DL 39
DL 18
DL 40
DL 1
DL 19
DL 41
DL 63
DL 85
DL 2
DL 20
DL 42
DL 3
DL 21
DL 43
DL 65
DL 4
DL 22
DL 66
DL 88
DL 5
DL 23
DL 45
DL 67
DL 89
DL 6
DL 24
DL 46
DL 7
DL 25
DL 47
DL 69
DL 91
DL 8
DL 26
DL 48
DL 70
DL 92
DL 9
DL 27
DL 49
DL 10
DL 28
DL 11
DL 29
DL 51
DL 73
DL 95
DL 12
DL 30
DL 96
DL 13
DL 31
DL 53
DL 75
DL 97
DL 119
DL 14
DL 54
DL 120
DL 33
DL 55
DL 121
DL 34
DL 56
DL 122
DL 35
DL 57
DL 123
DL 36
DL 58
DL 124
T 17 S
R 63 E
T 17 S
R 64 E
TYPICAL CORNER

SCHEDULE B

**To that Mineral Property Option Agreement dated MARCH , 2022
Between Ares Strategic Mining. and USHA Resources.**

GROSS OVERRIDING ROYALTY

The royalty payable and deliverable to **ARES STRATEGIC MINING.** (the **"Payee")** by **USHA RESOURCES. (the "Payor")** pursuant to Section 4 of the above referenced Agreement will be one per cent (1.0%) of the Gross Revenue (as hereinafter defined) and will be calculated and paid to the Payee by the Payor in accordance with the terms and conditions of this Schedule "B". Terms having defined meanings in the Agreement and used herein will have the same meanings in this Schedule as assigned to them in the Agreement unless otherwise specified or the context otherwise requires.

1. The Payor may, at its election, purchase one-half of the GORR (0.5% GORR) from the Payee for $1,000,000 at any time.

2. The following words will have the following meanings:

"Gross Revenue" means the aggregate of the following amounts received in each quarterly period:

i. the gross revenue received by the Payor from arm's length purchasers of all Product,

ii. the fair market value of all Product sold by the Payor in such quarter to persons not dealing at arm's length with the Payor, and

iii. any proceeds of insurance on Product;

"Ore" means all rocks, minerals, ore, concentrate, precious and base metals, precious stones, diamonds, uranium, elements and any other materials removed or recovered from the Property through any mining, milling, quarrying, bulk extraction, processing, concentrating, smelting or refining activity;

"Product" means:

i. all Ore shipped and sold prior to treatment, and

ii. all concentrates (including, without limitation, leachates, precipitates, uranium and other concentrates), precipitates and products produced by or for the Payor from Ore.

3. The Payor agrees to pay to the Payee a royalty calculated as 1% of all Gross Revenues received by the Payor from time to time (herein, the "GORR").

4. The Payor shall have the right to commingle with ores from the Property, ore produced from other properties, provided that prior to such commingling, the Payor shall adopt and employ reasonable practices and procedures for weighing, determination of moisture content, sampling and assaying, as well as utilize reasonable accurate recovery factors in order to determine the amounts of products derived from, or attributable to Ore mined and produced from the Property. The Payor shall maintain accurate records of the results of such sampling, weighing and analysis as pertaining to ore mined and produced from the Property.

5. The GORR will be calculated and paid within thirty (30) days after the end of each calendar quarter. Sales and smelter settlement sheets, as applicable, and a statement setting forth calculations in sufficient detail to show the payment's derivation (the **"Statement")** must be submitted with the payment. At the sole election of the Payee, being an election which may be changed from time to time by the Payee, and upon notice to the Payor by the Payee of not less than sixty (60) days, any amounts due hereunder shall be delivered in-kind by way of physical delivery of the produced commodity (a **"Physical Royalty Payment").**

6. Within 120 days of the end of the Payor's fiscal year end, the Payor will deliver to the
Payee a compilation report of the Statements provided by Payor to Payee during the prior fiscal year (a **"Compilation Report")** together with the Payor's auditor's report confirming that in their opinion the Compilation Report accurately sets out the GORR payments due to Payee during the prior fiscal year, and the audited financial statements of the Payor for the prior fiscal year (the **"Royalty Audit Materials").** All GORR payments will be considered final and in full satisfaction of all obligations of the Payor with respect thereto, unless the Payee delivers to the Payor a written notice (the **"Objection Notice")** describing and setting forth a specific objection to the calculation thereof within ninety (90) days after receipt by the Payee of the Royalty Audit Materials. If the Payee objects to a particular statement as herein provided, the Payee will, for a period of ninety (90) days after the Payor's receipt of such Objection Notice, have the right, upon reasonable notice and at reasonable times, to have the Payor's accounts and records relating to the calculation of the GORR payments audited by auditors independent of both the Payee and the Payor. If such audit determines that there has been a deficiency or an excess in the payment made to the Payee, such deficiency or excess will be resolved by adjusting the next monthly GORR payment due hereunder. The Payee will pay all the costs and expenses of such audit unless a deficiency of three (3%) percent or more of the amount due is determined to exist. The Payor will pay the cost and expenses of such audit if a deficiency of three (3%) percent or more of the amount due is determined to exist. All books and records used and kept by the Payor to calculate the GORR due hereunder will be kept in accordance with Canadian generally accepted accounting principles or in accordance with international financial reporting standards.

7. All profits and losses resulting from Payor engaging in any commodity futures trading, option trading, metals trading, gold loans or any combination thereof, and any other hedging transactions with respect to mineral products (collectively, **"Hedging Transactions")** are specifically excluded from calculations of the GORR, it being understood by the parties that Payor may engage in speculative hedging trading activities for its own account. All Hedging Transactions by Payor and all profits or losses associated therewith, if any, shall be solely for Payor's account, irrespective of whether or not mineral products are delivered in fulfilment of such obligations.

8. If the GORR becomes payable to two or more parties as joint holders, those parties will appoint, and will deliver to the Payor a document executed by all of those parties appointing, a single agent or trustee of all such parties to whom the Payor will make all payments on account of the GORR. The Payor will have no responsibility as to the division of the GORR payments among such parties, and if the Payor makes a payment or payments on account of the GORR in accordance with the provisions of this paragraph 8, it will be conclusively deemed that such payment or payments have been received by the parties entitled thereto. All charges of the agent or trustee will be borne solely by the parties receiving payments on account of the GORR.

9. To the extent permitted under applicable law, the GORR creates a direct real property interest in the Property and constitutes a covenant running with the Property. The holder of the GORR shall be entitled to register it against the Property. Any expense associated with establishing, registering or perfecting the GORR as a real property interest shall be for the account of the Payee.

10. The Payor will indemnify and save Payee harmless from any loss, cost or liability including, without limitation, reasonable legal fees arising from a claim against Payee in respect of any failure by the Payor to at all times comply with all applicable present or future federal, provincial, territorial and local laws, statutes, rules, regulations, permits, ordinances, certificates, licences and other regulatory requirements, policies and guidelines relating to the Payor or the Property; provided, however, the Payor shall have the right to contest any of the same if such contest does not jeopardize the Property or Payee's rights thereto or under this Agreement.

11. The Payor will indemnify and save Payee harmless from any loss, cost or liability (including, without limitation, reasonable legal fees) arising from a claim against Payee in respect of any failure by the Payor to timely and fully perform all abandonment, restoration, remediation and reclamation required by all governmental authorities pertaining or related to the operations or activities of by the Payor on or with respect to the Property or required under this Agreement; the Payor causing, suffering, or permitting any condition or activity at, on or in the vicinity of the Property which constitutes a nuisance; or, any failure by the Payor which results in a violation of or liability under any present or future applicable federal, territorial, provincial or local environmental laws, statutes, rules, regulations, permits, ordinances, certificates, licences and other regulatory requirements, policies or guidelines.

12. All decisions concerning methods, the extent, times, procedures and techniques of any exploration, development, mining, leaching, milling, processing, extraction treatment, if any, and the materials to be introduced into the Property or produced therefrom, and except as otherwise provided in this Agreement all decisions concerning the sale or other disposition of Product (including, without limitation, decisions as to buyers, times of sale, whether to store or stockpile Ore for a reasonable length of time without selling the same) shall be made by the Payor, acting reasonably and in accordance with good mining and engineering practice in the circumstances.

13. All tailings or waste material shall be the property of the Payor and the Payor shall have , no obligation to process or extract substances therefrom. If the Payor elects to extract Product of value therefrom and utilizes or sells the same, the Payee shall receive payments in respect of the

GORR during commercial production of such Product. If the Payor commingles the tailings or waste material produced from the Property with tailings and waste material not produced from the Property, the Payor shall record the tonnage amount and source of such tailings and waste material prior to commingling and the GORR payments, if any, shall be based upon the recoverable pro rata portion of the minerals in the tailings or waste material derived from the Property.

14. Within 60 days following the end of each calendar year, the Payor will provide Payee with an annual report of Product mined, quarried or extracted, Product milled or processed, recoveries, and grades, with respect to the Property during such calendar year. Such annual report shall include estimates of proposed expenditures upon, anticipated production from and estimated remaining Product reserves on the Property for the succeeding calendar year and any changes to, or replacements of, the mine plan or any "life of mine plan" with respect to the Property. The Payor will provide Payee with a copy of any "life of mine plan", if produced, within 30 days of its approval by Payor and any changes to, or replacements of, any such "life of mine plan" or any mine plan within 30 days after such change or replacement thereof.

15. Upon not less than two (2) business days' notice to Payor, Payee, or its authorized agents or representatives, may, under the direction and control of Payor, enter upon all surface and subsurface portions of the Property for the purpose of inspecting the Property, all improvements thereto and operations thereon, and all production records and data pertaining to all production activities and operations on or with respect to the Property, including without limitation, records and data that are electronically maintained.

SCHEDULE C

Allocation of Shares under Section 2(b) of the Agreement

	Cash	Stock	Cash And/Or Stock	Notes
TSX Approval	$75,000.00	$500,000.00		
6 months			$225,000.00	Election of buyer – 10 day VWAP
12 months			$225,000.00	Election of buyer - 10 day VWAP
Total	$75,000.00	$500,000.00	$450,000.00	

NSR	1%			0.5% Buyback for $1,000,000