

**LEASE AGREEMENT WITH OPTION TO PURCHASE  
GOLDEN BUFFALO PROJECT**

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This Lease Agreement with Option to Purchase ("*Agreement*") is made as of the 20<sup>th</sup> day of August, 2021 (the "*Effective Date*") between **Golden Buffalo Mining Inc.**, whose address is [REDACTED] (hereinafter called "**Golden Buffalo**"), **Relevant Gold Holdings US, Inc.**, whose address is [REDACTED], a Minnesota Corporation (hereinafter called "**Relevant Subco**"), and its parent company **Relevant Gold Corp.**, whose address is [REDACTED] (hereinafter called "**Relevant Parent**" and together with Relevant Subco, "**Relevant**").

1. **Purpose.**

The *Purpose* of this *Agreement* is to afford Relevant the reasonable opportunity to enter onto certain unpatented mining claims and patented mining claims and lands (collectively the "*Claims*") owned by **Golden Buffalo** and located in the State of Wyoming, all as more particularly identified on Exhibit A, to explore the same and, to mine valuable minerals found thereon. The *Claims* comprise the Golden Buffalo project held by **Golden Buffalo** in the State of Wyoming, which is referred to herein as the "*Subject Property*".

- a) This *Agreement* consists of two parts: the *Lease* and the *Option to Purchase*. As hereinafter provided, the *Option to Purchase* may be exercised without pre-payment penalty at any time before the seventh anniversary of the *Effective Date* of this *Agreement*, by the tender to **Golden Buffalo** of the *Purchase Price*.
- b) Until such time as the *Option to Purchase* is exercised, this *Agreement* shall be deemed a lease, and all payments made hereunder shall be deemed rental payments. Rental payments made under this *Agreement* shall not be credited toward the *Purchase Price* if the *Option to Purchase* is exercised.

2. **Term.** The *Term* of this *Agreement* shall be for seven (7) years, along with the lease provided for herein; provided, however, **Relevant** may terminate this *Agreement* at any time by releasing the interests it holds in the *Subject Property* to **Golden Buffalo** on the terms and conditions hereinafter set forth.

3. **Representations.**

- a) **Relevant** represents to **Golden Buffalo** that:
  - i) **Relevant Subco** is a corporation duly incorporated and in good standing in its place of incorporation and qualified to do business in the State of Wyoming;
  - ii) **Relevant Parent** is a corporation duly incorporated and in good standing in its place of incorporation;
  - iii) All corporate and other actions required to enter into and perform this *Agreement* have been properly taken by each of **Relevant Parent** and **Relevant Subco**;
  - iv) Neither **Relevant Parent** or **Relevant Subco** is in breach or violation of any other agreement or obligation by entering into or performing this *Agreement* or any transaction contemplated by this *Agreement*;

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- v) This *Agreement* has been duly executed and delivered by **Relevant Parent** and **Relevant Subco**; and
  - vi) This *Agreement* is a legal, valid and binding obligation enforceable against **Relevant Parent** and **Relevant Subco** in accordance with its terms.
  - vii) It has no knowledge of any suits, actions, prosecutions, investigations or proceedings, actual, pending or threatened, that relate to or would have an adverse effect on the *Claims*.
- b) **Golden Buffalo** represents and warrants that as of the *Effective Date*:
- i) It is in exclusive possession of, and is the recorded and beneficial owner of, a 100% interest in and has good and marketable title to the *Claims* and all rights to *Products* thereon or therein, free and clear of all mortgages, except the *Disclosed Mortgages* (which are listed in Exhibit B), and free and clear of all liens, charges, security interests, prior claims or adverse claims whatsoever; the *Claims* have been properly located and monumented (monument maintenance ongoing); location and any required validation work has been properly performed; location notices and certificates have been properly and timely recorded or filed; all filings required to maintain the *Claims* in good standing, including evidence of location and assessment work, or the equivalent thereof, under applicable law have been properly made; all assessment work required to hold the *Claims* has been properly performed (or deferred or excused) through the assessment year ending at noon **September 1, 2021**; and all required affidavits of assessment work have been properly and timely filed.
  - ii) The *Claims* are not subject to any royalties other than the royalties payable to **Golden Buffalo** and **Relevant Subco** provided for in this *Agreement*.
  - iii) All payments to the Federal and State Government that are required to be paid to hold the *Claims* in good standing through noon on **September 1, 2021** and have been paid in a timely manner and any documents that are required to evidence the foregoing have been properly and timely recorded in the appropriate offices. They are not in breach or violation of any other agreement or obligation by entering into or performing this *Agreement* or any transaction contemplated by this *Agreement*;
  - iv) This *Agreement* has been duly executed and delivered by **Golden Buffalo**;
  - v) This *Agreement* is a legal, valid and binding obligation enforceable against **Golden Buffalo** in accordance with its terms;
  - vi) It has no knowledge of any suits, actions, prosecutions, investigations or proceedings, actual, pending or threatened, that relate to or would have an adverse effect on the *Claims*;

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- vii) It has no knowledge regarding third party interests or claims of interest in the ***Claims*** or lands covered thereby;
  - viii) It has no knowledge of any toxic or hazardous substances on, in, or under the ***Claims***;
  - ix) It has no notice or knowledge of any release or discharge of any toxic or hazardous substance from the ***Claims*** at any time or times;
  - x) It has no notice or knowledge of any investigation or proceeding by any federal, state or local government or agency thereof that might lead to the listing of any lands comprising the ***Claims*** under any law or regulation dealing with the control of toxic or hazardous materials;
  - xi) It has no knowledge of any conditions existing on or in respect of the ***Claims*** which could give rise to a remediation order or otherwise subject either Party to liability for cleanup or remediation of the environment or for damage to natural resources; and
  - xii) All of its activities on or in relation to the ***Claims*** have been and will be carried out in compliance with all applicable laws, regulations and permits, including those intended to protect the environment.
- c) A breach of any one or more of the representations and warranties in this ***Agreement*** may be waived by the Party in whose favor they are given in whole or in part at any time without prejudice to that Party's rights in respect of any other breach of the same or any other representation or warranty.
- d) The representations and warranties set forth in this Section shall survive the termination of this ***Agreement***.

4. **Indemnification.**

- a) Each Party hereto shall defend, indemnify, and hold the other, its directors, officers, employees and agents and those of its ***Affiliates*** harmless from all costs, liability, loss, damage, claim, expense or contribution, including reasonable attorneys' fees, arising out of or related to any breach of any representation contained in this ***Agreement***; provided, however, that, notwithstanding anything to the contrary, Relevant shall not have any liability or obligation of any kind to the other Party for the reclamation or remediation of any environmental or other condition on or relating to the ***Subject Property*** arising from or related to any exploration, mining activities or other activity or use of the ***Subject Property*** prior to the ***Effective Date*** or as may be carried on by **Golden Buffalo** pursuant to Section 19 of this ***Agreement***.
- b) Each Party shall assume all risk of loss, death, or injury to property or person, which may arise out of or in connection with any accident that may occur on the ***Subject Property*** after the ***Effective Date*** caused by or resulting from that Party's operations on the ***Subject Property***. With respect to the indemnification and protection from **Golden Buffalo**, this indemnification and protection applies to any mining operations by **Golden Buffalo**, its agents, representatives or employees, pursuant to the rights reserved by and granted to **Golden Buffalo** under Section 19 of this ***Agreement***. Each operating Party shall indemnify, defend and save the other Party, its ***Affiliates***, employees and agents:

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- i) From all claims, demands, suits, judgments, costs, and expenses on account of any loss or injury, except to the extent that such loss or injury was caused by the negligent conduct of the other Party, its agents, representatives or employees or are the result of the other Party's, its agents', representatives' or employees' operations, actions or omissions on the ***Subject Property***;
  - ii) From any liability arising from requirements, levies or fines of any type by any local, state or federal governmental bodies which are incurred by the operating Party as a result of the operating Party's operations, actions or omissions on or ownership of the ***Subject Property***, including any violation of applicable provisions of federal, state or local law intended to protect the environment; and
  - iii) From any and all claims, liabilities, demands, suits, losses, damages, costs, fines, levies, and expenses (including reasonable attorney's fees) ("***Losses***") which may in any manner arise out of or be related or connected, in any way, to the operating Party's operations on or ownership of the Subject Property, or operations on adjacent lands, for the violation or failure to comply with all federal, state or local statutes, laws, rules, regulations and orders, including without limitation, Environmental Laws. For purposes of this indemnity, the term "Environmental Laws" means any and all laws, statutes, rules, regulations, adopted or promulgated by the State of Wyoming or the United States of America, or any board, agency or commission thereof, relating to or imposing liability or standards of conduct concerning protection of human health, safety or the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes into the environment including ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes, as now or may at any time hereafter be in effect. The indemnity provisions herein shall survive the expiration or termination of this ***Agreement*** and survive either the surrender of the ***Subject Property*** to Golden Buffalo or the purchase of the Property by Relevant, whichever shall occur, and shall be binding and inure to the benefit of each Party's successors and assigns.
- c) Each Party shall indemnify, defend and save harmless the other Party, its directors, officers, employees and agents, and those of its ***Affiliates***, from all claims, demands, suits, judgments, costs and expenses on account of any loss or injury to the extent that such loss or injury was caused by the negligent conduct of the first or operating Party, its agents, representatives or employees, or are the result of the first or operating Party's, its agents', representatives' or employees' operations, actions or omissions on the ***Subject Property***.
- d) "***Affiliate***" shall mean any person, partnership, joint venture, corporation or other form of enterprise that directly or indirectly controls, or is controlled by, or is under common control with, a Party to this ***Agreement***. For the purposes of this Section, "control" shall mean possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, contract, voting trust or otherwise.

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5. **Grant of Option.**

- a) In accordance with this *Agreement*, and upon exercise of the *Option to Purchase*, in accordance with Section 9, **Golden Buffalo** shall grant, transfer, assign and convey to **Relevant Subco** all of its rights, title and interest in and to the *Subject Property*, including but not limited to the *Claims*, by executing and delivering to **Relevant Subco** a fully effective deed, consistent with the warranties provided herein, together with any other documents, deeds, instruments or declarations required to fully vest title in the *Subject Property* in **Relevant Subco**, subject to the terms and conditions set forth in this *Agreement*. Notwithstanding anything to the contrary, after exercise of the *Option to Purchase* by **Relevant** and by the time of the transfer of title to the *Subject Property* to **Relevant Subco**, **Golden Buffalo** shall ensure that any and all mortgages, liens and encumbrances affecting its title to the *Subject Property*, including the *Disclosed Mortgages*, are properly satisfied or released such that they no longer affect title to the *Subject Property*.
- b) **Golden Buffalo** will cooperate fully with **Relevant** in obtaining such assurances or other accommodations from third parties to confirm the validity of the title conveyed by **Golden Buffalo** to **Relevant Subco** under this *Agreement* as **Relevant** may from time-to-time request.
- c) If the interests acquired by **Relevant Subco** from **Golden Buffalo** pursuant to the foregoing grant shall be less than one hundred percent (100%) of the right, title and interest thereto then all i) obligations, ii) payment obligations and iii) Net Smelter Returns royalty payments to **Golden Buffalo** shall be reduced proportionately based upon the proportion which the interest actually acquired bears to a one hundred percent (100%) interest; provided, however, in such case, **Golden Buffalo** may acquire any such deficiency or any portion thereof and convey it to **Relevant Subco**, and thereby re-establish up to its one hundred percent (100%) interest in the *Claims* on such terms and conditions as the Parties may agree.
- d) Following execution of this *Agreement*, **Golden Buffalo** shall provide **Relevant** with a copy of all documents, data, and information in its possession or control related to title to the *Subject Property* and any engineering, analytical, geologic and factual data, including exploration, assay results, sampling, testing or drilling hole log results and drill hole locations conducted thereon.
- e) None of **Relevant's** i) execution of this *Agreement*, ii) failure to disapprove of **Golden Buffalo's** title, nor iii) recordation of the deed shall constitute an admission of or estoppel against **Relevant** with respect to the validity of **Golden Buffalo's** title to all or any part of the *Claims*.

6. **Right to Mine Pending Exercise of Option to Purchase.**

- a) **Golden Buffalo** hereby further grants to **Relevant**, for the duration of this *Agreement*, or until the *Option to Purchase*, is exercised:
  - i) the exclusive, complete and unrestricted right to enter, occupy, use, prospect, drill, sample, tunnel, evaluate, and control the *Subject Property* in accordance with the *Purpose* of this *Agreement*, together with the right to explore for, develop, mine (by open pit, strip, underground, solution mining or any other method, including, but without limitation any method hereafter developed), extract, mill, store, process, remove and market from the *Subject Property* all

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**Products;**

- ii) the right to place thereon, construct, use and remove such structures, facilities, equipment, roadways, haulageways and such other improvements as **Relevant** may deem necessary, useful or convenient in conducting its operations when or where in **Relevant's** sole judgment it is reasonably useful or necessary to do so;
  - iii) the right to use and consume, for stockpiles, waste dumps, rock or ore in connection with exploration, evaluation and development, so much of the **Subject Property** as may be reasonably necessary, useful or convenient for the full enjoyment of the rights herein granted; and
  - iv) all warranties of title, assurances, and promises contained in Subsection 5(c) shall apply to the leasehold, possessory and interim rights granted to **Relevant** under this *Agreement*, regardless of whether **Relevant** has exercised the *Option to Purchase*.
- b) **Golden Buffalo** hereby further grants to **Relevant** the exclusive right to use structures, facilities, equipment, non-public roadways, haulage ways and all other appurtenances installed on the **Subject Property** by **Relevant** for the additional purposes of exploring for, developing, mining, producing, removing, treating or transporting **Products** from adjoining or nearby property including, without limitation, property owned or controlled by **Relevant** or **Golden Buffalo**, and the right to mine and remove **Products** from the **Subject Property** through or by means of shafts, openings or by pits that may be made in or upon adjoining or nearby property.
- c) After **Products** have been sampled and weighed or measured by volumetric survey, truck factors or any other industry-wide standard manner as will permit the computations of royalty to be made hereunder, **Relevant** may mix the same with **Relevant's** ores, materials or products from lands other than the **Subject Property**.
- d) **Relevant's** operations hereunder, together with its operations on such adjoining or nearby properties may be conducted as a single mining operation, to the same extent as if the **Subject Property** and all such other properties constituted a single tract of land.
- e) **Golden Buffalo** further grants to **Relevant** the right, at any time during the *Term* of this *Agreement*, to stockpile **Products** on the **Subject Property**. The stockpiling of **Products** on the **Subject Property** shall not be deemed a removal or shipment thereof requiring payment of royalty thereon. **Relevant** shall have the right to stockpile **Products** off the **Subject Property**; provided, however, that upon termination of this *Agreement* **Relevant** shall, at its option do one of the following:
- i) Return such stockpiled **Products** to the **Subject Property**,
  - ii) Pay **Golden Buffalo** the royalty due on such stockpiled **Products** pursuant to Section 7 of this *Agreement*; or
  - iii) Convey to **Golden Buffalo** title to **Products** so stockpiled and the lands on which they are stockpiled sufficient to permit **Golden Buffalo** to leave **Products** thereon.

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- f) Waste, overburden, surface stripping, and tailings derived from the *Subject Property* may be deposited on or off the *Subject Property* by **Relevant**. If such waste, overburden, surface stripping, or tailings are deposited off the *Subject Property* they shall be so deposited only under conditions that shall give rise to no liability to **Golden Buffalo**.
- g) Subject to approval by the State of Wyoming, **Relevant** shall have the right, but not the obligation, to sell such waste, overburden, surface stripping, or tailings derived from the *Subject Property*. If such waste, overburden, surface stripping, or tailings are sold by **Relevant**, **Relevant** shall pay **Golden Buffalo** a royalty pursuant to Section 7 of this *Agreement*.
- h) **Golden Buffalo** warrants and guarantees that there shall be no interference with **Relevant's** use of the *Subject Property* during the *Term* of this *Agreement* by any party claiming adverse rights or title to the *Subject Property*, including any interest holder in the *Disclosed Mortgages*, and that **Golden Buffalo** will protect, indemnify and hold harmless **Relevant** against any losses, claims or costs resulting from any party claiming adverse rights or title to the *Subject Property*, including adverse claims or rights asserted by any interest holder in the *Disclosed Mortgages*.
- i) Notwithstanding the foregoing, **Golden Buffalo** hereby reserves, during this *Agreement*, but only until exercise of the *Option to Purchase*, certain rights to mine on the *Subject Property* as further addressed in Section 19 below.

7. **Royalty.** **Relevant** shall pay to **Golden Buffalo** a royalty equal to three percent (3%) of the *Net Smelter Returns* derived by **Relevant** from operations conducted on the *Subject Property*, without regard to whether the *Option to Purchase* has been exercised. In the event **Relevant** exercises the *Option to Purchase* contemplated in this *Agreement*, the aforementioned royalty shall be reserved from the deed conveying title to **Relevant Subco** with the same terms, definitions and limitations contained in this Section, including the following buy-down right/option held by **Relevant**. **Relevant** shall have the right to purchase or buy-down two-thirds of the *Net Smelter Returns* royalty (2% of *Net Smelter Returns*) at any time upon payment to **Golden Buffalo** of \$5,000,000, which right to purchase or buy-down may be exercised by **Relevant** at any time during the *Term* of this *Agreement*, either before or after the *Option to Purchase* the *Subject Property* is exercised by **Relevant**, but which right, upon exercise, shall eliminate the obligation of **Relevant** to pay two-thirds of the royalty provided herein, and for which two-thirds **Golden Buffalo** shall relinquish all interests, and execute any documentation necessary to effectuate that relinquishment, whether that royalty is reserved in a royalty deed or merely provided for in this *Agreement*.

- a) “*Net Smelter Returns*” shall mean the *Fair Market Value* of *Products*, less the following costs, charges and expenses paid by **Relevant** with respect to the refining and smelting of *Products*:
  - i) sales, severance and similar taxes,
  - ii) charges for and taxes on transportation from the *Subject Property* or, if the ores are processed, the plant producing the concentrates or other saleable products, to the place of sale,
  - iii) insurance and security costs and charges,
  - iv) milling, smelting, refining and other similar treatment charges or costs (related to smelting and refining),

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- v) representation, assaying, and umpire costs and fees, and
- vi) marketing costs and commissions

If any **Products** are deemed to have been sold, as provided under this **Agreement**, allowable deductions representing the items enumerated above may be applied to the extent that they would have been borne by **Relevant** had the **Products** actually been sold.

- b) “**Fair Market Value**” of **Products** shall be determined on a unit basis as follows:
  - a) Refined gold bullion shall be valued on the basis of the average of the daily London Bullion Brokers Second Gold Fixing for the five (5) business days prior to the deposit of the bullion into **Relevant’s** account at the refiner’s place of business;
  - b) Refined silver bullion shall be valued on the basis of the average of the daily Handy-Harmon Noon Silver Quotation for the five (5) business days prior to the deposit of the bullion into **Relevant’s** account at the refiner’s place of business;
  - c) **Base Metals** shall be valued on the basis of the agreed, recognized published index value for the particular metal, such as “Metals Week.” In the absence of such agreed index value, the **Fair Market Value** shall be the proceeds actually received by **Relevant** during the calendar quarter from the sale of such refined or processed metals.
- ii) “**Base Metals**” shall mean copper, lead, tin, zinc, and all other valuable, non-precious metals.
- iii) “**Products**” shall mean all locatable or mineable minerals and substances (whether metallic or non-metallic) occurring naturally on the **Subject Property**.
- iv) “**Fair Market Value**” of **Other Materials** shall be determined on the basis of the amount actually received by **Relevant** in an arm’s length transaction; or, if not sold in an arm’s length transaction, the amount that would have been received if sold in an arm’s length transaction.
- v) “**Other Materials**” means all geothermal resources, sands, gravel, shot rock, aggregate, rock, building stone, limestone, peat, coal, lignite, oil gas, other liquid or gaseous hydrocarbons, and all other substances occurring and producible naturally only as gases, liquids, or fluids from wells derived from the **Subject Property**.
- c) **Relevant** shall cause to be disbursed to **Golden Buffalo**, all royalties due from the disposition of **Products** produced from the **Subject Property** during the preceding month, **Relevant** shall pay **Golden Buffalo** each month, royalty disbursements on or before the last business day of the month immediately following the month in which royalty disbursement obligation accrued.
  - i) With regard to **Products** or **Other Materials** shipped to a smelter in an arm’s length transaction.
  - ii) All disbursements provided for in this Section shall be accompanied by a report

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detailing how any royalty has been calculated. If any disbursements from **Relevant** to **Golden Buffalo** of royalty is paid after the date the same was due, then **Relevant** shall pay **Golden Buffalo** a late payment fee equal to five (5%) percent per week of the overdue disbursement.

- iii) **Golden Buffalo** shall have the right to challenge any such disbursement for a period of twelve (12) months after receipt of the associated report; thereafter, if the disbursement is not challenged, it shall be deemed final for all purposes.
  - iv) **Golden Buffalo** at any time may demand an audit of the books and records of **Relevant** to the calculation of such royalty, which audit shall be at **Golden Buffalo's** sole expense unless the audit determines the amount paid **Golden Buffalo** was more than five percent (5%) less than the amount due under this *Agreement*, in which case, the audit shall be at **Relevant's** sole expense.
  - v) **Golden Buffalo** and/or its representative, with 30 days advance written notice to **Relevant**, and subject to any environmental or safety restrictions, shall have reasonable unrestricted access, provided no impediment to work flow is caused, to inspect, observe and monitor the mining, milling, concentrating, transporting, smelting, refining and calculating of minerals for determination the disbursement of royalty payments.
  - d) The royalties created or payable hereunder shall be covenants that run with the lands included within the description of the *Subject Property* and the *Claims*, and to any relocation or amendment of the *Claims*, and to any other right, title or interest acquired by for or on behalf of **Relevant** or any affiliate of **Relevant** with respect to such lands.
8. **Rental Payments.** In order to maintain this *Agreement*, including all lease rights and the *Option to Purchase* herein, and only until the exercise of the *Option to Purchase* discussed in Section 5, **Relevant** hereby agrees to pay **Golden Buffalo** the following:
- a) an aggregate of \$600,000 in cash payments as follows:
    - i) \$300,000 payable on the Effective Date; and
    - ii) \$300,000 payable within 30 days of the earlier of Relevant Parent completing an initial public offering and 1 January, 2022;
  - b) 500,000 common shares (unrestricted by Lessee but which may be restricted by exchange rules or regulations) of Relevant Parent issuable on the Effective Date; and
  - c) The following rental payments, which amounts shall be due on or before each anniversary of the *Effective Date*:
    - i) \$100,000 on the first anniversary of the *Effective Date*;
    - ii) \$200,000 on the second anniversary of the *Effective Date*;
    - iii) \$300,000 on the third anniversary of the *Effective Date*;
    - iv) \$300,000 on the fourth anniversary of the *Effective Date*;

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- v) \$300,000 on the fifth anniversary of the *Effective Date*; and
- vi) \$300,000 on the sixth anniversary of the *Effective Date*.

The failure of **Relevant** to timely tender the sums provided for in this section, without grace, shall terminate this *Agreement*.

In addition to the foregoing cash and share payments, Relevant shall incur not less than \$250,000 in mineral exploration expenditures on the *Subject Property* during the *Term* of this *Agreement*.

9. **Exercise of Option to Purchase.** At any time prior to the seventh (7<sup>th</sup>) anniversary of the *Effective Date* of this *Agreement*, **Relevant** shall have the option ("***Option to Purchase***") to provide notice and tender to **Golden Buffalo** the ***Purchase Price*** of (a) fifteen million dollars (\$15,000,000.00) and (b) 1,500,000 common shares (unrestricted by Lessee but which may be restricted by exchange rules or regulations) of Relevant Parent, and upon receipt thereof, **Golden Buffalo** shall convey an undivided 100% interest in the ***Claims***, subject to reservation of the royalty as provided for in Section 7, and all of their right, title and interest in any additional property that is part of the *Subject Property* to **Relevant**, consistent with Section 5, above. This ***Option to Purchase*** shall terminate on the seventh (7<sup>th</sup>) anniversary of the *Effective Date*.

10. **Option to Terminate**

- a) **Relevant** may elect at any time, with 30 days written notice to **Golden Buffalo**, to terminate this *Agreement* and its performance hereunder by releasing all right, title, and interest it may have in the *Subject Property* to **Golden Buffalo**.
  - i) The document by which **Relevant** conveys its interests in the *Subject Property* to **Golden Buffalo** shall provide for title, free and clear of any liens or other encumbrances created or arising as a result of **Relevant's** possession and ownership of an interest in the *Subject Property*.
  - ii) Except for those obligations which by their terms survive this *Agreement* and those obligations the due date or incurrence of which precede the actual date the deed is received by **Golden Buffalo**, upon conveyance of **Relevant's** interest in the *Subject Property* to **Golden Buffalo** pursuant to this Section, **Relevant's** obligations under this *Agreement* shall terminate. Notwithstanding anything contained in the Agreement to the contrary, upon termination or expiration of this *Agreement*, and within 6 months of the conveyance of the *Subject Property* to **Golden Buffalo**, Relevant shall restore, reclaim and place the *Subject Property* in a condition which complies with all applicable laws, rules and regulations, and meets the approval of all pertinent governmental entities having jurisdiction, including, without limitation, the Wyoming Department of Environmental Quality, the Bureau of Land Management and the Environmental Protection Agency. Additionally, **Golden Buffalo** shall execute a release and indemnification protecting Relevant from any and all of **Golden Buffalo's** operations on the *Subject Property* based on **Golden Buffalo's** obligations to restore, reclaim and place the *Subject Property* in a condition which complies with all applicable laws, rules and regulations, and meets the approval of all pertinent governmental entities having jurisdiction, including, without limitation, the Wyoming Department of Environmental Quality, the Bureau of Land Management and

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the Environmental Protection Agency, with respect to **Golden Buffalo's** operations. The obligations of the foregoing provisions shall survive the expiration or termination of this *Agreement* and/or the surrender of the *Subject Property* to Golden Buffalo.

- b) At any time within one year following the conveyance of all of **Relevant's** interest in the *Subject Property* to **Golden Buffalo** pursuant to this Section, **Relevant** shall have the right, at its own risk and expense, to remove from the *Subject Property* or notify **Golden Buffalo** of its intent to abandon, all fixtures, personal property and improvements which **Relevant** has erected or placed thereon; provided however, that to the extent that such personal property may include valuable ores or **Products** they shall not be removed until the royalties thereon provided for in this *Agreement* have been paid; and provided further, that any such fixtures, personal property (including waste products) and improvements abandoned or not removed following the first anniversary of the said reconveyance may, at **Golden Buffalo's** discretion, be retained by **Golden Buffalo** as its own property or, if reasonable to do so, be promptly removed by **Golden Buffalo** at **Relevant's** expense.
- c) **Relevant**, at its own risk and expense, may post watchmen on the *Subject Property* during such one year period; provided, however, that nothing contained in this *Agreement* shall be construed to prevent **Golden Buffalo** from assuming immediate possession and control of the *Subject Property* for the purpose of conducting exploration and development activities thereon or conveying the *Subject Property* to third parties so that they may conduct such activities. **Relevant** shall make such reasonable accommodations with **Golden Buffalo** concerning the location and relocation of personal property or stockpiles left on the *Subject Property*, but not abandoned by **Relevant**, so as not to interfere with the use of the *Subject Property* by **Golden Buffalo** as set forth in this Section; provided however, that if **Relevant** fails or refuses to relocate any such items within a reasonable time after notice to do so has been received by **Relevant**, such personal property may be relocated by **Golden Buffalo** at **Relevant's** expense.
- d) Upon conveyance of **Relevant's** interest in the *Subject Property* to **Golden Buffalo** as herein provided, all permanent structures on the *Subject Property* used or constructed, and abandoned or not removed by **Relevant**, will be left in a neat, clean, and safe condition which meets the approval of all governmental entities having jurisdiction, including, without limitation, the Wyoming Department of Environmental Quality, the Bureau of Land Management and the Environmental Protection Agency, and will become the sole property of **Golden Buffalo**.
- e) Prior to such conveyance, **Relevant** will close all openings and shafts that it has constructed or used during the *Term* of this *Agreement* and fence off the same unless otherwise agreed in writing between the Parties. Failure of **Relevant** to fulfill this obligation by the date of conveyance shall constitute authorization for **Golden Buffalo** to do so at **Relevant's** expense.
- f) **Golden Buffalo** acknowledges that on the date of termination of the *Agreement*, the physical condition of the *Subject Property* may be different than its physical condition on the *Effective Date* as a consequence the activities contemplated by this *Agreement*; provided, that upon termination or expiration of this *Agreement*, and within one year of the conveyance of the *Subject Property* to Golden Buffalo, **Relevant** shall restore, reclaim and place the *Subject Property* in a condition which complies with all applicable laws, rules and regulations, and meets the approval of all

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governmental entities having jurisdiction, including, without limitation, the Wyoming Department of Environmental Quality, the Bureau of Land Management and the Environmental Protection Agency.

- g) **Relevant** shall have no liability whatsoever to **Golden Buffalo** arising out of the doctrine of waste or any like doctrine attributed to acts or omissions of **Relevant** occurring during the period in which **Relevant** occupies the **Subject Property**, except to the extent that any of **Relevant's** activities adversely affect the royalties provided for herein.
  - h) Following conveyance of the **Subject Property** to **Golden Buffalo**, **Relevant** shall promptly deliver to **Golden Buffalo** a copy of all engineering, analytical, geologic reports and factual data obtained from the **Subject Property** including assay results, drill hole logs and drill hole location maps which **Relevant** has obtained or prepared on the **Subject Property** and which has not previously been delivered to **Golden Buffalo**, **Relevant** makes no representation or warranty as to the accuracy or utility of such data and shall have no liability of any kind for any use of or reliance thereon by **Golden Buffalo**.
11. **Arbitration.** Except as otherwise provided in this *Agreement*, any dispute arising out of this *Agreement*, not resolved by the Parties within sixty (60) days from the date on which either Party notifies the other of such dispute, may be decided finally by arbitration before three arbitrators in Lander, Wyoming under the Wyoming Uniform Arbitration Act (Wyo. Stats. Ann. §§1-36-101, et seq).
- a) Such notice shall appoint a qualified arbitrator.
  - b) Within ten (10) days of the receipt of such notice, the other Party shall appoint a qualified arbitrator and the two arbitrators so named shall, within ten (10) days of the appointment of the second, appoint the third.
  - c) If the responding Party fails to appoint a qualified arbitrator within the specified period, the matter shall be deemed resolved against that Party.
  - d) If the two arbitrators so appointed cannot agree upon the third qualified arbitrator within the specified period, either Party may apply to have the third arbitrator designated by the Association.
  - e) Each arbitrator shall be an individual qualified by training or experience in the subject matter under dispute.
  - f) Each Party shall bear its own costs in the arbitration.
  - g) Each Party shall bear the costs of the arbitrator appointed by such Party and the costs of the third arbitrator shall be borne equally by each of the Parties.
  - h) The arbitrators shall enter their award within forty-five (45) days following the appointment of the third arbitrator.
  - i) The award shall be binding on each of the Parties and may be enforced in any court having jurisdiction over the person or property of any Party against which enforcement of the award is sought.

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12. **Default.**

- a) In the event of a material default by **Relevant** under the provisions of this *Agreement*, **Golden Buffalo** shall have the right at any time to give written notice of the default to **Relevant**.
  - i) **Relevant** shall have thirty (30) days after the date such notice is received within which to cure the alleged default, or if due to the nature of the alleged default, completion of the cure within thirty (30) days is not reasonable, to commence and diligently pursue appropriate curative actions, or to contest the claim by submitting it to arbitration;
  - ii) If **Relevant** fails to contest or cure the alleged default or commence and diligently pursue curative action within thirty (30) days after receipt of such notice, **Golden Buffalo** may elect to terminate this *Agreement*, in which case **Relevant** shall promptly convey all of its right, title and interest in the *Subject Property* to **Golden Buffalo**;
  - iii) If **Relevant** contests the alleged default and is found by the arbitration panel to be in default, it shall cure the default or commence and diligently pursue curative action within thirty (30) days after the decision is rendered; or
  - iv) If **Relevant** fails to complete curative action or commence and diligently pursue curative action within the said thirty (30) days, **Golden Buffalo** may terminate this *Agreement*, in which case **Relevant** shall promptly convey all of its right, title and interest in the *Subject Property* to **Golden Buffalo**.
  - v) **Golden Buffalo's** remedy to terminate this *Agreement* as set forth in the foregoing subsections shall be in addition to any other remedy available at law or in equity, and the election to pursue any such remedy or remedies shall not constitute a waiver of the right to pursue any and all other remedies in accordance with the arbitration provisions of this *Agreement*.
- b) If the arbitrators find that **Relevant** is in default, **Relevant** shall make the appropriate disbursal within twenty (20) business days after the decision.
- c) Recovery of title pursuant to this Section, due to **Relevant's** material default and failure to cure such default, may be in lieu of any other remedies that might otherwise be available to **Golden Buffalo**.

13. **Operations.**

- a) Both **Relevant** and **Golden Buffalo** shall perform all acts and do all things provided for hereunder consistent with the *Purpose* of this *Agreement* including:
  - i) Conducting all of their respective operations on the *Subject Property* in a sound and miner- like manner.
  - ii) Maintaining adequate Workers' Compensation Insurance where required by law;
  - iii) When development work is commenced on the property, such as mapping, drilling and sampling, carrying general liability insurance in an amount not

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less than one million dollars (\$1,000,000.00), and when production commences, carrying an additional three million dollars (\$3,000,000) of general liability insurance as an umbrella;

- iv) Naming the other Party as an additional insured on such liability policies and providing the other Party with proof of such insurance upon request;
  - v) Obtaining all licenses, permits and bonds required by law for the use of or operations on the ***Subject Property***; and
  - vi) Reclaiming the ***Subject Property*** from the effects of their respective activities to the extent required by applicable law and placing the ***Subject Property*** in a condition which meets the approval of all governmental entities having jurisdiction, including, without limitation, the Wyoming Department of Environmental Quality, the Bureau of Land Management and the Environmental Protection Agency. The obligations of the foregoing provisions shall survive the expiration or termination of this ***Agreement*** and/or the surrender of the Subject Property to Golden Buffalo, and shall inure to the benefit of the other Party and any successors and assigns.
- b) Each Party and its authorized agents shall, at their sole risk and expense, have the right to inspect that portion of the ***Subject Property*** being used by the other Party and such books and records relating to operations being conducted on the ***Subject Property*** wherever they may be found, for the purpose of confirming that the first or operating Party is complying with its obligations under this ***Agreement***. All such inspections shall be i) made upon reasonable prior notice, ii) conducted in a reasonable manner, conforming to such rules and regulations as are generally applicable to employees, and iii) carried out in such a manner as not to interfere with the other Party's operations.

14. **Maintenance; Modification of Form of Claims.**

- a) During the ***Term*** of this ***Agreement***, **Relevant** shall pay such fees and perform such acts and obligations and make such filings as may be required to maintain the ***Subject Property*** as active, with respect to the records of the Bureau of Land Management and, upon the request of **Golden Buffalo**, shall provide evidence of such payment and such acts, obligations and filings no later than each August 1, following the ***Effective Date***. In the event **Relevant** fails to provide notice of such payments and satisfaction of such maintenance obligations, **Golden Buffalo** may step in and make any and all payments due, in which case such payments will be reimbursed by **Relevant** to **Golden Buffalo** under this ***Agreement***. Reimbursement to **Golden Buffalo** must be paid within 30 days of notice from **Golden Buffalo** to **Relevant** or **Golden Buffalo** may elect to terminate this ***Agreement***.
- b) If **Relevant** fails to pay any money when due to the State of Wyoming or the United States or to perform any required annual labor or file any required documents and, upon request, provide **Golden Buffalo** shall provide evidence of such payment and such acts, obligations and filings no later than each August 1, following the ***Effective Date***. In the event **Relevant** fails to provide notice of such payments and satisfaction of such maintenance obligations, **Golden Buffalo** may step in and make any and all payments due, in which case such payments will be reimbursed by **Relevant** to **Golden Buffalo** under this ***Agreement***. Reimbursement to **Golden Buffalo** must be paid within 30 days of notice from **Golden Buffalo** to **Relevant** or **Golden Buffalo**

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may, in addition to any other remedy available at law or in equity (and the election to pursue any such remedy or remedies shall not constitute a waiver of the right to pursue any and all other remedies), elect to terminate this *Agreement*.

15. **Operations Reports.**

- a) **Relevant** shall from time-to-time, but not less frequently than annually, give **Golden Buffalo** a written report of its operations under this *Agreement* including copies of all geologic data, including interpretations thereof, not previously provided to **Golden Buffalo**.
- b) **Golden Buffalo** agrees to treat all such reports and data as confidential trade secrets.

16. **Force Majeure; Delay.**

- a) If **Relevant** shall be prevented by *Force Majeure* from timely performance of any obligations, other than the obligation to pay money, arising under this *Agreement*, the failure shall be excused and the period for performance shall be extended for a period equal to the duration of the condition constituting *Force Majeure*. **Relevant** shall promptly give **Golden Buffalo** notice of commencement and termination of *Force Majeure*. **Relevant** shall use reasonable diligence to remove *Force Majeure* but shall not be required to institute legal proceedings, settle any labor dispute or challenge the validity of any law, regulation, action or inaction of government.
- b) "*Force Majeure*" means any cause beyond **Relevant's** reasonable control, whether or not foreseeable, including law, regulation, action or inaction of government; inability to obtain in a timely manner and on terms reasonably acceptable to **Relevant** any public or private license, permit or authorization which may be required for compliance with this *Agreement* or operations in connection with the **Subject Property**, including removal and disposal of waters, wastes and tailings and reclamation; fire; explosion; inclement weather (by which is meant unusual weather conditions for the area); earthquake; flood; civil commotion; labor dispute; inability to obtain workmen or material; delay in transportation; and acts of God.

17. **Notices.** All payments, notices and other communications to either Party shall be in writing and delivered personally, sent by certified mail return receipt requested, sent by fax, sent by email, sent by courier or sent by any other means providing for receipt of the communication in written form. Notices delivered personally, sent by certified mail, or sent by courier shall be effective on the next business day after the date of actual delivery. Notices sent by fax or email shall be effective on the next business day after the day of transmission; provided that the sending Party has received electronic confirmation of successful transmission. Until a change of address is given in accordance with the provisions of this Section, notices shall be addressed to **Relevant** and **Golden Buffalo**, respectively:

If to **Relevant**:

**Relevant Gold  
Holdings US Inc.**  
[REDACTED]  
Attn: Rob Bergmann

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Phone:  
FAX:  
Email:

and

**Relevant Gold Corp.**

[REDACTED]

Phone:  
FAX:  
Email:

**If to Golden Buffalo:**

Golden Buffalo Mining Corp.

[REDACTED]

Attn:  
Phone:  
FAX:  
Email:

18. **Assignment.** **Relevant** and **Golden Buffalo** may assign their interests in this *Agreement*
- a) To an *Affiliate*, in which case the assigning Party shall remain a guarantor of the *Affiliate's* performance under this *Agreement*; or
  - b) To a person or entity that is not an *Affiliate*, after obtaining the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld.
19. **Reserved Mineral Rights.** During the *Term* of this *Agreement*, until the *Option to Purchase* is exercised or **Relevant** pays to **Golden Buffalo** a one-time payment of \$1,000,000 to terminate the rights conferred or reserved by this Section, **Golden Buffalo** shall have the reserved right to mine to a depth of 50 feet from the surface as of the *Effective Date* at any site within the *Subject Property*. **Golden Buffalo** shall pay to **Relevant Subco** a royalty of 5% of *Net Smelter Returns* for all *Products* extracted by **Golden Buffalo** based on this reservation, which royalty will be calculated in accordance with the definitions and terms in Section 7 of this *Agreement*. All royalty terms and royalty related obligations and benefits described in Section 7 shall apply to **Golden Buffalo's** operations on the *Subject Property*, except that the burden of the royalty rate placed on **Golden Buffalo**, and benefitting **Relevant Subco**, for operations within 50 feet of the surface, shall be 5% in lieu of the amounts or percentages set forth in Section 7 and **Golden Buffalo** shall not have any right to purchase or buy-down the royalty right held by **Relevant Subco**. All other terms and definitions in Section 7 shall apply to this royalty obligation, such that the name **Relevant** shall be deemed to be replaced with **Golden Buffalo**, and the name **Golden Buffalo** shall be deemed to be replaced with the name **Relevant Subco**. Notwithstanding any of the foregoing, **Relevant** shall have the right to use so much of the surface as is reasonably necessary to explore and mine any depths greater than 50 feet. Any surface, to 50 feet in depth, used by **Relevant** in the act of exploring and mining, will be subject

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to terms in Section 7 of this *Agreement* if **Relevant** engages in actual mineral production within said 50 feet. Neither **Golden Buffalo** nor **Relevant** shall block or impede the other's right to access or conduct, mutually agreed upon written operations, at any locations within the **Subject Property**. **Golden Buffalo** shall not mine to greater depths than 50 feet from surface unless agreed upon in writing by **Relevant**.

20. **Curative**

During the *Term* of this *Agreement*, until the *Option to Purchase* is exercised or this *Agreement* is otherwise terminated or expired, **Relevant** may take all such actions as it determines, in its sole discretion, appropriate to cure the *Claims*, including but not limited to the location of additional or other mining claims on lands underlying the *Claims*, including location of mining claims of any type, style, form, or extent. Any such additional mining claims which cover the same lands underlying the *Claims* shall be located in the name of **Golden Buffalo**. Subject to **Golden Buffalo's** obligation to remedy any breach of its title warranties and covenants herein, expenses incurred by **Relevant** in connection with such curative actions shall be borne by **Relevant**. The rights of **Relevant** under this *Agreement* shall extend to all mining claims, mill sites, leases, and other interests located, amended, relocated, applied for, acquired, or otherwise affected by actions taken pursuant to the provisions of this Section and all such interests shall be considered as part of this *Agreement*. Each Party agrees to execute, acknowledge and deliver to the other any documentation necessary to burden such additional claims with the burdens set forth in this *Agreement*.

21. **Miscellaneous**

- a) This *Agreement* shall be governed by the laws of the State of Wyoming. **Golden Buffalo** and **Relevant** each hereby submit to the exclusive jurisdiction of the federal and state courts in that State for purposes of enforcing the dispute resolution provisions herein or any rulings or judgment resulting from arbitration.
- b) All references to money refer to U. S. Dollars.
- c) This *Agreement* contains the entire understanding between the Parties relating to its subject matter and supersedes any prior agreements, commitments, representations, writings and discussions relating thereto, whether oral or written, express or implied.
- d) This *Agreement* shall not be construed to contain any implied consideration, warranties, representations, or covenants, including any implied obligation of **Relevant** to explore, mine or otherwise work the **Subject Property**, beyond the specific undertakings set forth herein.
- e) This *Agreement* is not intended to create a partnership, mining partnership or joint venture between the Parties.
- f) The Parties agree that they will execute such further agreements, conveyances and assurances as the Parties may deem necessary to carry out the *Purpose* of this *Agreement*.
- g) This *Agreement* shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- h) Time is of the essence in this *Agreement*.
- i) The headings and subheadings set forth in this *Agreement* are for ease of reference

In witness whereof, the Parties have executed this *Agreement* as of the *Effective Date*.

**GOLDEN BUFFALO MINING CORP.**

By: (signed) “Jerome Hutchison”  
By: Jerome Hutchison  
Title: President

**RELEVANT GOLD CORP.**

By: (signed) “Rob Bergmann”  
By: Robert Bergmann  
Title: Chief Executive Officer

**RELEVANT GOLD HOLDINGS US INC.**

By: (signed) “Rob Bergmann”  
By: Robert Bergmann  
Title: Chief Executive Officer

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STATE OF MINNESOTA                    )  
                                                          )     SS.  
COUNTY OF WASHINGTON            )

THIS IS TO CERTIFY that on this 20 day of August 2021, at STILLWATER, MN, before me personally appeared ROBERT BERGMANN, whom I know or who established his identity by satisfactory evidence; and he acknowledged to me that he executed the foregoing instrument for and on behalf of RELEVANT GOLD CORP. and is authorized to so execute; that he knew the contents thereof; and that the same was the free and voluntary act of said corporation, by him performed.

WITNESS my hand and official seal the day, month, and year in this certificate first above written.

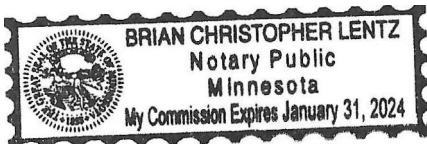


(signed) "Brian Lentz"  
Notary Public for the State of Minnesota  
My commission expires: Jan 31, 2024

STATE OF MINNESOTA                    )  
                                                          )     SS.  
COUNTY OF WASHINGTON            )

THIS IS TO CERTIFY that on this 20 day of August 2021, at STILLWATER, MN, before me personally appeared ROBERT BERGMANN, whom I know or who established his identity by satisfactory evidence; and he acknowledged to me that he executed the foregoing instrument for and on behalf of RELEVANT GOLD HOLDING US INC., and is authorized to so execute; that he knew the contents thereof; and that the same was the free and voluntary act of said corporation, by him performed.

WITNESS my hand and official seal the day, month, and year in this certificate first above written.



(signed) "Brian Lentz"  
Notary Public for the State of Minnesota  
My commission expires: Jan 31, 2024

STATE OF WYOMING )

: SS.

Fremont COUNTY )

THIS IS TO CERTIFY that on this 20 day of Aug 2021, at Liverton WY, before me personally appeared Jerome Hutchinson whom I know or who established his identity by satisfactory evidence; who acknowledged to me that he executed the foregoing instrument in his individual capacity, as President of Golden Buffalo Mining Inc., who acknowledged that he is authorized to so execute; that he knew the contents thereof; and that the same was the free and voluntary act of said corporation, by him performed.

WITNESS my hand and official seal the day, month, and year in this certificate first above written.



(signed) "Arlene M. Brown"

Notary Public for the State of Wyoming

My commission expires: Jan 18, 2024

### **EXHIBIT A**

These unpatented mining claims are located within Township 29 North, Range 99 West, Fremont County, Wyoming.

| Claim Name | BLM SN      | Claimant                   |
|------------|-------------|----------------------------|
| GBM-1      | WY101820599 | Golden Buffalo Mining Inc. |
| GBM-2      | WY101820600 | Golden Buffalo Mining Inc. |
| GBM-3      | WY101820739 | Golden Buffalo Mining Inc. |
| GBM-4      | WY101820740 | Golden Buffalo Mining Inc. |
| GBM-5      | WY101820741 | Golden Buffalo Mining Inc. |
| GBM-6      | WY101820742 | Golden Buffalo Mining Inc. |
| GBM-7      | WY101820743 | Golden Buffalo Mining Inc. |
| GBM-8      | WY101821889 | Golden Buffalo Mining Inc. |
| GBM-9      | WY101821890 | Golden Buffalo Mining Inc. |
| GBM-10     | WY101821891 | Golden Buffalo Mining Inc. |
| GBM-11     | WY101821892 | Golden Buffalo Mining Inc. |
| GBM-12     | WY101821893 | Golden Buffalo Mining Inc. |
| GBM-13     | WY101821894 | Golden Buffalo Mining Inc. |
| GBM-14     | WY101821895 | Golden Buffalo Mining Inc. |
| GBM-15     | WY101821896 | Golden Buffalo Mining Inc. |
| GBM-16     | WY101821897 | Golden Buffalo Mining Inc. |
| GBM-17     | WY101821898 | Golden Buffalo Mining Inc. |
| GBM-18     | WY101821899 | Golden Buffalo Mining Inc. |
| GBM-19     | WY101821900 | Golden Buffalo Mining Inc. |
| GBM-20     | WY101821901 | Golden Buffalo Mining Inc. |
| GBM-21     | WY101821902 | Golden Buffalo Mining Inc. |
| GBM-22     | WY101821903 | Golden Buffalo Mining Inc. |
| GBM-23     | WY101821904 | Golden Buffalo Mining Inc. |
| GBM-24     | WY101821905 | Golden Buffalo Mining Inc. |
| GBM-25     | WY101821906 | Golden Buffalo Mining Inc. |
| GBM-26     | WY101821907 | Golden Buffalo Mining Inc. |
| GBM-27     | WY102155095 | Golden Buffalo Mining Inc. |
| GBM-28     | WY102155096 | Golden Buffalo Mining Inc. |
| GBM-29     | WY102155097 | Golden Buffalo Mining Inc. |
| GBM-30     | WY101821908 | Golden Buffalo Mining Inc. |
| GBM-31     | WY101821909 | Golden Buffalo Mining Inc. |
| GBM-32     | WY101823000 | Golden Buffalo Mining Inc. |
| GBM-33     | WY102155098 | Golden Buffalo Mining Inc. |
| GBM-34     | WY102155099 | Golden Buffalo Mining Inc. |
| GBM-35     | WY102155100 | Golden Buffalo Mining Inc. |
| GBM-36     | WY105227629 | Golden Buffalo Mining Inc. |
| GBM-37     | WY105227630 | Golden Buffalo Mining Inc. |
| GBM-37A    | WY101823059 | Golden Buffalo Mining Inc. |
| GBM-37B    | WY101823060 | Golden Buffalo Mining Inc. |
| GBM-37C    | WY101823061 | Golden Buffalo Mining Inc. |
| GBM-38     | WY101823062 | Golden Buffalo Mining Inc. |
| GBM-39     | WY101823063 | Golden Buffalo Mining Inc. |
| GBM-40     | WY101823064 | Golden Buffalo Mining Inc. |

|               |             |                            |
|---------------|-------------|----------------------------|
| GBM-41        | WY101823065 | Golden Buffalo Mining Inc. |
| GBM-42        | WY101823066 | Golden Buffalo Mining Inc. |
| GBM-43        | WY102124049 | Golden Buffalo Mining Inc. |
| GBM-44        | WY102124050 | Golden Buffalo Mining Inc. |
| GBM-45        | WY102124051 | Golden Buffalo Mining Inc. |
| GBM-46        | WY102124052 | Golden Buffalo Mining Inc. |
| GBM-47        | WY102124053 | Golden Buffalo Mining Inc. |
| GBM-48        | WY101823067 | Golden Buffalo Mining Inc. |
| GBM-49        | WY101823068 | Golden Buffalo Mining Inc. |
| GBM-50        | WY101823069 | Golden Buffalo Mining Inc. |
| GBM-51        | WY101823070 | Golden Buffalo Mining Inc. |
| GBM-52        | WY101823071 | Golden Buffalo Mining Inc. |
| GBM-53        | WY102124054 | Golden Buffalo Mining Inc. |
| GBM-54        | WY102124055 | Golden Buffalo Mining Inc. |
| GBM-55        | WY102124056 | Golden Buffalo Mining Inc. |
| GBM-58        | WY101823072 | Golden Buffalo Mining Inc. |
| GBM-59        | WY101823073 | Golden Buffalo Mining Inc. |
| GBM-60        | WY101823074 | Golden Buffalo Mining Inc. |
| GBM-61        | WY101823075 | Golden Buffalo Mining Inc. |
| GBM-62        | WY101823076 | Golden Buffalo Mining Inc. |
| GBM-63        | WY101823077 | Golden Buffalo Mining Inc. |
| GBM-64        | WY101823078 | Golden Buffalo Mining Inc. |
| GBM-65        | WY101824235 | Golden Buffalo Mining Inc. |
| GBM-66        | WY101824236 | Golden Buffalo Mining Inc. |
| GBM-67        | WY101824237 | Golden Buffalo Mining Inc. |
| GBM-68        | WY101824238 | Golden Buffalo Mining Inc. |
| GBM-69        | WY101824239 | Golden Buffalo Mining Inc. |
| GBM-70        | WY102155101 | Golden Buffalo Mining Inc. |
| GBM-71        | WY102155102 | Golden Buffalo Mining Inc. |
| GBM-72        | WY102155103 | Golden Buffalo Mining Inc. |
| GBM-73        | WY102155104 | Golden Buffalo Mining Inc. |
| GBM-74        | WY102124057 | Golden Buffalo Mining Inc. |
| GBM-75        | WY102124058 | Golden Buffalo Mining Inc. |
| STEPHANIE ANN | WY102155091 | Golden Buffalo Mining Inc. |
| GB LODE 1     | WY102155092 | Golden Buffalo Mining Inc. |
| GB LODE 2     | WY102155093 | Golden Buffalo Mining Inc. |
| GB LODE 3     | WY102155094 | Golden Buffalo Mining Inc. |
| DC Lode #2    | WY101567021 | Golden Buffalo Mining Inc. |
| GB 2          | WY101892953 | Golden Buffalo Mining Inc. |
| GB 3          | WY101892954 | Golden Buffalo Mining Inc. |
| GB 4          | WY101894159 | Golden Buffalo Mining Inc. |
| Crow Foot One | WY101611103 | Golden Buffalo Mining Inc. |
| Crow Foot Two | WY101843215 | Golden Buffalo Mining Inc. |
| Crow Foot 4   | WY101877948 | Golden Buffalo Mining Inc. |
| DC LODE       | WY105198691 | Golden Buffalo Mining Inc. |

**EXHIBIT B**

**Disclosed Mortgages:**

\* NONE