

Usuran Resources Inc.
242, Linden Street,
Fort Collins, CO 80524.
March 23rd, 2022

Tim Cazier,
Environmental Protection Specialist
CO Division of Reclamation, Mining and Safety
1313 Sherman Street, Room 215
Denver, CO 80203

RE: Tallahassee Project, Notice of Intent to Prospect ID No. P-2021-019

Dear Mr. Cazier,

On behalf of Usuran Resources Inc., I am submitting this letter to further explain the process of drilling proposed on the project, and an explanation of the use of “mud” pits.

In respect of the NOI P-2021-019 Follow-up Notice of Deficiencies dated February 14, 2022:

Application:

5. Item III.5, Containment of Drilling Fluids

a. In either the case of Reverse Circulation Drilling or Core Drilling there is specific no need to excavate mud pits in the conventional sense; the addition of “mud pits” to the application was to prevent run-off in case of production of excess water during drilling, and not for drilling mud containment as is typical in conventional mud-rotary water well, or oil and gas drilling.

- In the case of reverse circulation drilling the intent is to drill dry with air and therefore no mud pit is required; a mega-vacuum is attached to the drill rig to collect dust generated during dry drilling to protect air quality. If excess water is encountered a drainage or infiltration pit may have to be excavated to temporarily store water.
- In the case of core drilling no mud pit is required as we use a closed-circuit mud recirculation and cleaning system referred to as a Solids Recovery Unit (SRU) or centrifuge; this takes fluid returned from the drill hole, cleans it and then recirculates the excess fluid for use in drilling. If excess water is encountered in the hole, which in the case of core drilling would only be artesian, then the well will be immediately capped.
- In the event that a pit is constructed it will be fenced using orange or similarly brightly colored safety fence attached to steel T-posts to prevent livestock, wild animal, or human access. In any event pits will not be left unattended, in the case of daytime only drilling pits will be fenced off and signs posted accordingly.

Further to our conversation I would like to reiterate that all drill holes will be immediately abandoned at the time of drilling and abandonment reports submitted to your office periodically i.e., monthly or a period at your request, and not annually as required.

13. Legal Right of Entry

- The documents have been emailed to DRMS and copies are included with this letter via email.

Bonding

Usuran Resources accepts the "Total Bond Amount (direct + indirect) = \$278,014" as laid out in the the Second / Follow-up NoD letter from your office dated February 14, 2022. Usuran will be using Smith Manus, a bond surety company, for the applying the bond with DRMS / DNR. We are in the process of completing the surety bond paperwork internally, and I shall contact your office with the relevant information to enable placement of the bond with DRMS.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Alan Roberts', with a stylized, flowing script.

Alan Roberts

MEMORANDUM OF MINING AGREEMENT

Know all men by these Presents:

That the undersigned representing the **Boyer Family Ranch, LLC**, a Colorado limited liability company hereinafter called LESSOR, has executed and delivered to **Usuran Resources Inc**, a wholly owned subsidiary of **Tallahassee Resources Pty Ltd** with an address at 1/100 Railway Rd, Subiaco, WA 6008 Australia, hereinafter referred as LESSEE, a certain Instrument in writing dated the 3rd day of November, 2020, entitled, "Mining Agreement", containing terms and conditions, all of which are hereby made a part hereof as fully and completely as if herein specifically set out in full, whereby LESSOR has given and granted unto LESSEE said Mining Agreement for a period of ten (10) years from the date thereof, with the right to extend the primary term and subject to the certain terms, provisions, conditions, exceptions and reservations contained therein, covering lands situated in the County of Fremont, State of Colorado which are described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof

This Memorandum is not a complete summary of the Mining Agreement between the parties hereto. Provisions in this Memorandum shall not be used in interpreting the Mining Agreement. In the event of a conflict between this Memorandum and the unrecorded Mining Agreement, the unrecorded Mining Agreement shall control.

IN WITNESS WHEREOF, This Memorandum has been executed this 3 day of November, 2020, and effective for all purposes as of the date of execution of the said Mining Agreement by LESSOR.

LESSOR:

Richard Dale Boyer
Richard Dale Boyer
Manger

Ann B. Boyer
Ann B. Boyer

STATE OF COLORADO)
COUNTY OF Jefferson) ss.

On this 3 day of November, 2020, before me personally appeared **Richard Dale Boyer**, to me known to be the persons described in and who executed the foregoing instrument, and who acknowledged to me that they executed the same as their free act and deed, including the release and waive of the right of homestead, having been by me fully apprised of the right and effect of signing and acknowledging the said instrument. In witness whereof, I hereunto set my hand and official seal as of the date hereinabove stated.

Witness my hand and official seal.

My commission expires:

09/26/2024

Stephanie Zeller
Notary Public

STEPHANIE ZELLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164037016
MY COMMISSION EXPIRES 09/26/2024

LESSEE:

Usuran Resources Inc., a wholly owned subsidiary of Tallahassee Resources Pty Ltd

By: _____

**Michael John Alexander Haynes,
Sole Director**

Signed for and on behalf of Tallahassee Resources Pty Ltd, a company domiciled in the state of Western Australia and registered therein as a proprietary limited company on this ____ day of November, 2020.

By its duly Authorized Representative and in the presence of its' Witness:

Witness Name

Witness Name Printed

I certify that *Michael John Alexander Haynes*
has produced before me this *10th* day of *November 2020*
evidence to my satisfaction as to their identity, being their original
Australian Passport PA5137778
and executed the original of this document in my presence
at West Perth, Western Australia.

IAN BARRIE MURIE
NOTARY PUBLIC
WEST PERTH, WESTERN AUSTRALIA



EXHIBIT A

to that Mining Agreement dated November 10, 2020
Between, Boyer Family Ranch, LLC and
Usuran Resources Inc, a wholly owned subsidiary of
Tallahassee Resources Pty Ltd

THE PROPERTY

SURFACE AND MINERALS

Township 17 South, Range 73 West, 6th P.M.

Section 7: Lot 4 (42.16), SESW
Section 8: SESW, SWSE, E2SE
Section 9: SW, SWSE
Section 17: N2N2
Section 18: Lots 1 (42.27), 2 (42.65), 3 (43.03), SWNE, E2NW,
NESW, N2SE, SWSE

Township 50 North, Range 12 East, N.M.P.M.

Section 14 & 23: Resurvey Tract 41 (146.61)

Containing 1,156.72 Acres, more or less

SURFACE ONLY

Township 17 South, Range 73 West, 6th P.M.

Section 7: Lot 3 (42.36), NESW, W2SE, SESE
Section 8: SWSW
Section 9: NWSE
Section 17: S2N2, NESE,
Section 18: N2NE, SENE

Township 50 North, Range 12 East, N.M.P.M.

Section 21: Government Resurvey Tracts 86A (40.92), 86B (35.18),
86C (40.92)

Containing 719.38 Acres, more or less

ENTRY RESTRICTIONS

For purposes regarding Entry Restrictions as defined hereunder, BOYER, as defined here, and USURAN, agree that BOYER shall be defined as The Boyer Family Ranch, LLC. USURAN and BOYER agree that during the months of September and October, exploration drilling shall only be conducted on BOYER lands with the written permission from BOYER; however, such permission shall not be unreasonably withheld. At such time that USURAN commences a commercial project feasibility drilling program on the subject lands, said Entry Restrictions shall terminate. USURAN shall consult with BOYER to minimize the distractive impact to BOYER's hunting activities. Should BOYER sell or otherwise dispose of any or all of BOYER's interest in the lands subject hereto, the herein described Entry Restrictions shall automatically terminate.





MEMORANDUM OF MINING AGREEMENT

Know all men by these Presents:

That the undersigned, hereinafter called LESSOR whether one or more individuals, has executed and delivered to Usuran Resources Inc, a wholly owned subsidiary of Tallahassee Resources Pty Ltd with an address at 1/100 Railway Rd, Subiaco, WA 6008 Australia, hereinafter referred as LESSEE, a certain Instrument in writing dated the 29 day of October, 2020, entitled, "Mining Agreement", containing terms and conditions, all of which are hereby made a part hereof as fully and completely as if herein specifically set out in full, whereby LESSOR has given and granted unto LESSEE said Mining Agreement for a period of ten (10) years from the date thereof, with the right to extend the primary term and subject to the certain terms, provisions, conditions, exceptions and reservations contained therein, covering lands situate in the County of Fremont, State of Colorado which are described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof

This Memorandum is not a complete summary of the Mining Agreement between the parties hereto. Provisions in this Memorandum shall not be used in interpreting the Mining Agreement. In the event of a conflict between this Memorandum and the unrecorded Mining Agreement, the unrecorded Mining Agreement shall control.

IN WITNESS WHEREOF, This Memorandum has been executed this 29 day of October, 2020, and effective for all purposes as of the date of execution of the said Mining Agreement by LESSOR.

LESSOR:

Noah H. Buddy Taylor, Jr.
Noah H. (Buddy) Taylor, Jr.

Diane R. Taylor
Diane R. Taylor

STATE OF COLORADO)
COUNTY OF Fremont) ss.

On this 29 day of October, 2020, before me personally appeared Noah H. (Buddy) Taylor, Jr., and Diane R. Taylor, to me known to be the persons described in and who executed the foregoing instrument, and who acknowledged to me that they executed the same as their free act and deed, including the release and waive of the right of homestead, having been by me fully apprised of the right and effect of signing and acknowledging the said instrument. In witness whereof, I hereunto set my hand and official seal as of the date hereinabove stated.

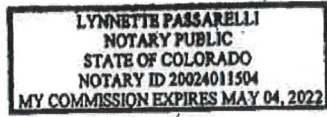
Witness my hand and official seal.

My commission expires:

May 4, 2022

Lynette Passarelli

Notary Public



LESSEE:

Usuran Resources Inc., a wholly owned subsidiary of Tallahassee Resources Pty Ltd

By: 
Michael John Alexander Haynes, Director

Signed for and on behalf of Tallahassee Resources Pty Ltd, a company domiciled in the state of Western Australia and registered therein as a proprietary limited company on this _____ day of _____, 2020.

By its duly Authorized Representative and in the presence of its' Witness:

Printed Witness Name

Witness Name

I certify that **MICHAEL JOHN ALEXANDER HAYNES**
has produced before me this **10th day of November 2020**
evidence to my satisfaction as to their identity, being their original
Australian Passport PA 5137778
and executed the original of this document in my presence
at West Perth, Western Australia.



IAN BARRIE MUIR
NOTARY PUBLIC
WEST PERTH, WESTERN AUSTRALIA



EXHIBIT "A"

Attached to and made a part of that certain Memorandum of Mining Agreement dated
^{November 10th 20} day of ~~October~~ 2020
by and between Noah H. (Buddy) Taylor, Jr. and Diane R. Taylor as Lessor and
Usuran Resources Inc., a wholly owned subsidiary of
Tallahassee Resources Pty Ltd, as Lessee

THE PROPERTY

Surface

and Minerals Township 16 South, Range

73 West 6th P.M.

Section 32:	W2SW
Section 33:	S2
Section 34:	S2NE, S2
Section 35:	N2NWSW, S2S2SW

Township 17 South, Range 73 West 6th P.M.

Section 2:	Lots 1(40.34), 2(40.47), 3(40.60), 4(40.73)
Section 3:	Lots 1(40.60), 2(40.20), 3(39.80), 4 (39.40), SWNE, SENW, NESW, S2SW, W2SE
Section 4:	Lots 2(39.62), 3(39.91), 4(40.20), SWNE, S2NW, SW, W2SE, SESE
Section 5:	Lots 1(40.17), 2(39.84), 3(39.49), 4 (39.60), S2N2, N2S2, SESW, S2SE
Section 6:	Lots 1(39.12), 2(39.37, 7(43.15), S2NE, E2SW, N2SE, SWSE
Section 7:	N2NE, SENE, NENW, NESE
Section 8:	N2, N2SW, NWSE
Section 9:	N2NE, S2N2
Section 10:	NWNE, N2NW, SWNW

North, Range 12 East, N.M.P.M.

Township 50

Section 14: Government Tract 40 (40-A=30.18,
40-B=39.62, 40C=39.62, 40D=39.62,
40E=40.18, 40-F=40.18, 40-G=31.34)

Sur

face Only Township 16 South, Range 73

West 6th P.M.

Section 32: SESW
Section 35: W2NE,N2NESW,N2SE

Township 17 South, Range 73 West 6th P.M.

Section 3: SWNW, NWSW
Section 4: E2NW, NESE
Section 5: SWSW
Section 6: Lots 3(39.62), 4(44.79), 5(44.80),
6(43.72), SESE, SENW

Section 9: N2NW

Section 7: Lots 1(42.76), 2(42.56), SWNE,
SENW

North, Range 12 East, N.M.P.M.

Township 50

Section 11: Lots 1(32.71), 2(22.36), 5(26.06),
6(32.69), 7(16.89), 8(16.91),
9(16.93), 10(24.54), 11(24.50),
12(36.49), 13(27.13)

Section 14: Lots 1(24.20), 2(18.84), 3(19.93),
4(15.72), 5(15.06), 6(23.23), 7(24.09),
8(26.50)

Minerals

Only

Township 17 South, Range 73 West 6th P.M.

Section 9: SESE
 NWSE

Containing a total of 5,505.26 acres more or less:

Surface & Minerals	4,202.91
Surface Only	1,182.35
Minerals Only	80.00