

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re **AMERICAN AMEX, INC., A NEVADA CORPORATION,**
a Nevada corporation
Debtor

Case No. 12-30656-rld11
Chapter 11

DISCLOSURE STATEMENT DATED SEPTEMBER 2, 2013

I. INTRODUCTION

This is the disclosure statement (the "Disclosure Statement") in the chapter 11 case of American Amex, Inc., a Nevada Corporation, a Nevada corporation, (the "Debtor"). This Disclosure Statement contains information about the Debtor and describes the Plan of Reorganization (the "Plan") filed by the Debtor. A full copy of the Plan is submitted with this Disclosure Statement. ***Your rights may be affected. You should read the Plan and this Disclosure Statement carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.***

The proposed distributions under the Plan are discussed hereafter and in the Chapter 11 Plan filed herewith. The Plan provides for payment of 100% of all allowed claims.

A. Purpose of This Document

This Disclosure Statement describes:

- The Debtor and significant events during the bankruptcy case,
- How the Plan proposes to treat claims or equity interests of the type you hold (i.e., what you will receive on your claim or equity interest if the plan is confirmed),
- Who can vote on or object to the Plan,
- What factors the Bankruptcy Court (the "Court") will consider when deciding whether to confirm the Plan,
- Why the Proponent believes the Plan is feasible, and how the treatment of your claim or equity interest under the Plan compares to what you would receive on your claim or equity interest in liquidation, and
- The effect of confirmation of the Plan.

Be sure to read the Plan as well as the Disclosure Statement. This Disclosure Statement describes the Plan, but it is the Plan itself that will, if confirmed, establish your rights.

B. Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing

The Court has not yet confirmed the Plan described in this Disclosure Statement. This section describes the procedures pursuant to which the Plan will or will not be confirmed.

1. *Time and Place of the Hearings to Finally Approve This Disclosure Statement and Confirm the Plan:*

The hearings at which the Court will determine whether to approve this Disclosure Statement and confirm the Plan will take place at the United States Bankruptcy Court, Portland, Oregon, on dates to be set hereafter. Notice of both hearings shall be given in accordance with FRBP 3017.

2. *Deadline For Voting to Accept or Reject the Plan:* If you are entitled to vote to accept or reject the plan, vote on the ballot sent to you with this Disclosure Statement and the accompanying Plan, and return the ballot to D. Blair Clark, Attorney for Debtor, 1513 Tyrell Lane, Suite 130, Boise, ID 83706. See section IV.A. below for a discussion of voting eligibility requirements. Your ballot must be received by the due date or it will not be counted.

3. *Deadline For Objecting to the Adequacy of Disclosure and Confirmation of the Plan:* Objections to this Disclosure Statement or to the confirmation of the Plan must be filed with the Court and served upon counsel for Debtor and the United States Trustee by the dates shown in the notice you will receive from the Court.

4. *Identity of Person to Contact for More Information:* If you want additional information about the Plan, you should contact D. Blair Clark, Attorney for Debtor, at 1513 Tyrell Lane, Suite 130, Boise, ID 83706.

C. Disclaimer

The Court has not yet approved this Disclosure Statement as containing adequate information to enable parties affected by the Plan to make an informed judgment about its terms. The Court has not yet determined whether the Plan meets the legal requirements for confirmation. If the Court approves this Disclosure Statement, that does not constitute an endorsement of the Plan by the Court, or a recommendation that it be accepted.

II. BACKGROUND

A. Description and History of the Debtor's Business

The Debtor is a Nevada corporation. The legal name of the Debtor is "American Amex, Inc., a Nevada Corporation." The name and the various other, similarly-named entities has resulted in confusion for several years. However, after this case was filed, the other entities with similar names, who may have attempted to assert positions in regard to the Debtor and its entity have ceased the pursuit of those claims.

There is a great deal of history that occurred prepetition with regard to the Buffalo Mine. So, too, there were several events that occurred with regard to the Debtor, competing claims, forged documents, and litigations in several state. None of those litigations is pending now save the Grant County litigation with Braich, to be discussed hereafter. Nor are any of the prior claims currently relevant. At the present, all of the disputes have been resolved except the Braich litigation. The Plan proposes to resolve that litigation as well as the other claims and interests in this case.

Attached to the Disclosure Statement is an "Ownership and Encumbrance Report" (hereafter "Title Report") from Land Title Co., of Grant County, which shows the nature of the liens, claims and interests as to the property owned by the Debtor. The property as described is a mine in Grant County, Oregon, known historically as the "Buffalo Mine." It is a patented claim. At the time of filing this case, there were also several pieces of mining equipment on site, but many, if not all, of those items have been vandalized or stolen outright. The Grant County Sheriff's office faced competing claims to ownership of the Buffalo Mine from the Debtor and from Sable Palm Development and therefore did nothing of any consequence with regard to these thefts. At this time, Debtor has no

knowledge of the location of the items that were taken, and although it has suppositions and beliefs as to the names of those involved, does not have legally admissible evidence on hand with regard to that issue.

Sable Palm Development is a corporation of the Turks and Caicos Islands. Debtor borrowed money from Sable Palm and gave Sable Palm rights with regard to the ownership of the Buffalo Mine. The parties then became involved in further litigation, and a stipulated settlement agreement was adopted and filed with the Grant County Circuit Court. That agreement gave Sable Palm rights of possession upon default of the Debtor. Sable Palm, however, "jumped the gun" and started pursuit of that ownership prior to the default of Debtor on its obligation to Sable Palm. This gave rise to the current litigation and to this chapter 11 case.

Debtor and Sable Palm then litigated the entitlement and ownership of the Buffalo Mine in the Grant County litigation, as well as the enforceability of the settlement agreement. Judge Dunn of this Court vacated the stay to allow the litigation to continue to a decision. It was essential that the parties all knew whether the Debtor was still the owner of the mine and could legally sell or transfer it. After trial in Grant County Circuit Court before the Honorable William D. Cramer, Jr., Circuit Judge, a judgment was entered (copy attached); no appeal was taken and the time has expired. Therefore, the claim of Sable Palm is determined to be an equitable mortgage only, and the Debtor is the legal owner of the Buffalo Mine.

Sable Palm has retained new counsel, who has obtained substantial discovery from Debtor. Sable Palm has previously filed a motion to dismiss in this case, and may do so again in an attempt to manipulate the Debtor's attempts to reorganize. Sable Palm will be paid in full as a result of this Plan, regardless.

The Debtor has other creditors, including Robert Hills. Mr. Hills filed Claim 2 for \$1,263,581, evidenced by a note and real estate mortgage. Wells Fargo has filed claim 1 for a credit card bill of \$4,361. Sable Palm's claim is \$3.5 million, more or less. There are other claims listed in the schedules, which are also attached.

Debtor allegedly had an agreement with Erwin Singh Braich, whereby Braich would purchase the entire mine property. The terms of the so-called "agreement" were nebulous, according to Debtor. The litigation was pending in the Grant County Court, and Judge Dunn again vacated the stay to allow that suit to conclude. Braich and Debtor subsequently resolved the litigation and Braich's contract is the basis of the Plan proposed. If Braich decides not to purchase the mine, however, Debtor has several 'backup bidders' who would be willing to do so.

B. Insiders of the Debtor

The only "insider" of the Debtor, as defined in §101(31) of the United States Bankruptcy Code (the "Code") is Ray Weilage. Mr. Weilage is a retired bank executive who resides in California. He is wheelchair-bound and cannot travel without great difficulty. Janice Cone was also a shareholder of Debtor, but surrendered her shares to the escrow that was established pursuant to the Stipulated Settlement Agreement with Sable Palm, also attached. Suffice it to say at this juncture that Mr. Weilage disagrees with virtually all of Ms. Cone's statements and innuendos she made in docket 111, which she filed. Debtor believes and asserts that any issues she asserts can be determined after the Buffalo Mine is sold pursuant to the Plan and the Notice of Sale filed herewith. She has filed no claim, although she had notice of the filing of this case and all proceedings. The bar date for filing claims expired in June, 2012.

Mr. Weilage's personal attorney is Martin Leuenberger of Baker City, Oregon. He represented Mr. Weilage in the trial before Judge Cramer, as well as in many other matters for the last several years. Mr. Leuenberger has the originals or copies of almost all of the documents involved in this case and can produce them for review by the Court if desired, or as exhibits in any contested matter or adversary proceeding.

C. Management of the Debtor Before and During the Bankruptcy

During the two years prior to the date on which the bankruptcy petition was filed, the manager or other person in control of the Debtor (the "Manager") was and is Ray Weilage. Mr. Weilage prepares all of the Monthly Operating Reports in this case. The Buffalo Mine is not operating at this time, so there are no activities ongoing with regard to actual mining save for the "due diligence" that is being undertaken by Braich as a condition to closing the sale between the parties.

D. Events Leading to Chapter 11 Filing

This case was necessitated by the attempt by Sable Palm to get a Writ of Assistance and take possession of the Buffalo Mine, without paying any of the other claims owed by the Debtor. Moreover, Debtor was involved in the litigation with Braich. This Court was the only entity that could stop the various litigations and attempt to preserve the property for the benefit of all.

E. Significant Events During the Bankruptcy Case

There have been no asset sales outside the ordinary course of business, nor any "debtor in possession financing." There have been no activities of the Debtor outside of the "ordinary course of business." There were no payments on prepetition debt.

Both Sable Palm and Braich received orders vacating the stay for limited purposes. Braich received an order to determine whether he actually had a contract, and whether he could maintain a claim for specific performance. Sable Palm and Debtor were allowed to finish the litigation over the Writ of Assistance issued by the Justice of the Peace in Grant County and whether or not it was valid (it was not, judgment is entered and final).

Debtor is now in a position to file this Disclosure Statement and Plan in order to resolve the remainder of the claims and get them paid appropriately. The proposed sale of property would be supported by an order of this Court, which would bind all parties and all claimants. The sale would occur pursuant to the Plan, or should the Plan be delayed, through a sale under 11 USC §363, with the Court determining the disbursement of the proceeds after sale. There are interested parties who wish to purchase the Buffalo Mine and wish to proceed forthwith.

F. Projected Recovery of Avoidable Transfers

The Debtor has reviewed the issues surrounding prepetition transactions. If a creditor received a payment or other transfer within 90 days of the bankruptcy, or other transfer avoidable under the Code, the Debtor has the right to seek to avoid such transfer. At this juncture, Debtor does not believe that there are any such claims over \$5,850, which is the threshold for such recoveries.

G. Claims Objections

Except to the extent that a claim is already allowed pursuant to a final non-appealable order, the Debtor reserves the right to object to claims. Although Debtor listed the 'investors,' Debtor intends to object to any such claims being allowed in this case. Even if a claim is allowed for voting purposes, the claimant may not be entitled to a distribution if an objection to that claim is later upheld. The procedures for resolving disputed claims are set forth in Article V of the Plan.

H. Current and Historical Financial Conditions

The identity and fair market value of the estate's assets are shown in the schedules attached hereto, along with the most recent post-petition operating report filed. Debtor is 'cash-poor' but has several offers from buyers for the sale of the Buffalo Mine for \$24 million or more. With the various claims, however, Debtor believes that an Order approving this sale is essential.

III. SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

A. What is the Purpose of the Plan of Reorganization?

As required by the Code, the Plan places claims and equity interests in various classes and describes the treatment each class will receive. The Plan also states whether each class of claims or equity interests is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan. The Plan will also set forth the procedures for the sale of the Buffalo Mine.

B. Unclassified Claims

Certain types of claims are automatically entitled to specific treatment under the Code. They are not considered impaired, and holders of such claims do not vote on the Plan. They may, however, object if, in their view, their treatment under the Plan does not comply with that required by the Code. As such, the Plan Proponent has not placed the following claims in any class:

1. *Administrative Expenses:* Administrative expenses are costs or expenses of administering the Debtor's chapter 11 case which are allowed under § 507(a)(2) of the Code. Administrative expenses also include the value of any goods sold to the Debtor in the ordinary course of business and received within 20 days before the date of the bankruptcy petition. The Code requires that all administrative expenses be paid on the effective date of the Plan, unless a particular claimant agrees to a different treatment.

The following chart lists the Debtor's estimated administrative expenses, and their proposed treatment under the Plan:

<u>Type</u>	<u>Estimated Amount Owed</u>	<u>Proposed Treatment</u>
Expenses Arising in the Ordinary Course of Business After the Petition Date	\$0.00	Paid in full on the effective date of the Plan, or according to terms of obligation if later
Professional Fees, as approved by the Court.	D. Blair Clark— Estimated at \$60,000. The Court will approve the application for compensation and set the amount allowed.	Paid in full on the effective date of the Plan, or according to separate agreement, or according to court order if such fees have not been approved by the Court on the effective date of the Plan. These payments will be made subsequent to those of B of A under §507(a)(2).
Clerk's Office Fees	\$0.00	Paid in full on the effective date of the Plan
Other administrative expenses	\$0.00	Paid in full on the effective date of the Plan or according to separate written agreement
Office of the U.S. Trustee Fees	To be determined upon final billing	Paid in full on the effective date of the Plan. Usual payments as billed have been paid.

2. *Priority Tax Claims*

Priority tax claims are unsecured income, employment, and other taxes described by § 507(a)(8) of the Code. Unless the holder of such a § 507(a)(8) priority tax claim agrees otherwise, it must receive the present value of such claim, in regular installments paid over a period not exceeding 5 years from the order of relief. Those are the claims of the Oregon Department of Revenue and the IRS, and are due to be paid within one year after the sale of the Buffalo Mine. This will fit within the mandatory 60-month period for payment of such claims. No such claims are in existence now, but the sale may generate some tax claims. Debtor may request a determination of the tax claims after the sale.

C. **Classes of Claims and Equity Interests**

The following are the classes set forth in the Plan, and the proposed treatment that they will receive under the Plan:

Classes of Secured Claims

Allowed Secured Claims are claims secured by property of the Debtor's bankruptcy estate (or that are subject to setoff) to the extent allowed as secured claims under § 506 of the Code. If the value of the collateral or setoffs securing the creditor's claim is less than the amount of the creditor's allowed claim, the deficiency will be classified as a general unsecured claim.

Debtor's only secured prepetition claims are those of Sable Palm Development, Robert Hills, and Ray Weilage. As an "insider," Mr. Weilage's claim is subordinate to those of Sable Palm and Hills.

Classes of Priority Claims

There are two potential claimants—the IRS and the Oregon Department of Revenue, IF ANY. Those will be paid within four years of confirmation in equal installments with interest.

Classes of General Unsecured Claims

General unsecured claims are not secured by property of the estate and are not entitled to priority under §507(a) of the Code. Debtor's assets, less the secured claim thereon, and based on the offers pending, will allow a 100% payment to the holders of unsecured claims.

Class of Equity Interest Holders

Equity interest holders are parties who hold an ownership interest (i.e., equity interest) in the Debtor. In this company, the equity interest holder is Ray Weilage.¹ Mr. Weilage is also a secured claimant, junior to Hills and Sable Palm.

D. **Means of Implementing the Plan**

1. *Source of Payments*

¹ This is separate from Mr. Weilage's claim as a creditor. This claim will be paid after all creditors' claims are paid.

Payments and distributions under the Plan will be funded by the sale of the Buffalo Mine. Debtor plans to submit this sale for approval by this Court to Braich. Should Braich not close, then the property would be sold to the highest bidder, upon terms set forth in the Plan and in the Notice of Sale to be filed hereafter.

2. Post-confirmation Management

The post-confirmation manager and officer of the Debtor will be Mr. Weilage.

E. Risk Factors

There is really little risk if confirmation of the proposed Plan occurs. All claims will be determined and paid as provided in the Bankruptcy Code.

F. Executory Contracts and Unexpired Leases

Debtor does not believe there are any binding executory contracts. The Braich litigation to determine if the so-called "sale contract" was valid has been resolved. A copy of the settlement agreement and purchase and sale agreement are attached to the Plan filed herein.

The Plan also notes several documents of record which Debtor contends are invalid but purport to be leases, rental agreements, or the like. The Plan describes those and provides for their rejection. This does not purport to be any admission of their validity.

G. Tax Consequences of Plan

Creditors and Equity Interest Holders Concerned with How the Plan May Affect Their Tax Liability Should Consult with Their Own Accountants, Attorneys, And/Or Advisors.

The following are the anticipated tax consequences of the Plan:

(1) Tax consequences to the Debtor of the Plan: None are anticipated, save capital gains taxes arising out of the sale. Discharge of Debt, under Section 108 of the Internal Revenue Code, does not result in income because of debt forgiveness. Thus, the discharge entered under the Plan is far more beneficial to Debtor than simply trying to settle outside of bankruptcy, or allowing repossession, foreclosure and sale of the facility.

(2) General tax consequences on creditors of any discharge, and the general tax consequences of receipt of plan consideration after confirmation: This is unknown and is dependent on the bylaw provisions and accounting practices of the new stockholders of the proposed corporation. These creditors are requested to consult their own tax professionals in regard to this issue.

IV. CONFIRMATION REQUIREMENTS AND PROCEDURES

To be confirmable, the Plan must meet the requirements listed in §§ 1129(a) or (b) of the Code. These include the requirements that: the Plan must be proposed in good faith; at least one impaired class of

claims must accept the plan, without counting votes of insiders; the Plan must distribute to each creditor and equity interest holder at least as much as the creditor or equity interest holder would receive in a chapter 7 liquidation case, unless the creditor or equity interest holder votes to accept the Plan; and the Plan must be feasible. These requirements are not the only requirements listed in § 1129, and they are not the only requirements for confirmation.

A. Who May Vote or Object

Any party in interest may object to the confirmation of the Plan if the party believes that the requirements for confirmation are not met.

Many parties in interest, however, are not entitled to vote to accept or reject the Plan. A creditor or equity interest holder has a right to vote for or against the Plan only if that creditor or equity interest holder has a claim or equity interest that is both (1) allowed or allowed for voting purposes and (2) impaired.

In this case, the Plan Proponent believes that all classes are impaired and that holders of claims in each of these classes are therefore entitled to vote to accept or reject the Plan.

1. What Is an Allowed Claim or an Allowed Equity Interest?

Only a creditor or equity interest holder with an allowed claim or an allowed equity interest has the right to vote on the Plan. Generally, a claim or equity interest is allowed if either (1) the Debtor has scheduled the claim on the Debtor's schedules, unless the claim has been scheduled as disputed, contingent, or unliquidated, or (2) the creditor has filed a proof of claim or equity interest, unless an objection has been filed to such proof of claim or equity interest. When a claim or equity interest is not allowed, the creditor or equity interest holder holding the claim or equity interest cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim or equity interest for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure.

The deadline for filing a proof of claim in this case was set for JUNE 21, 2012, at the time of the notice under 11 USC §341.

2. What Is an Impaired Claim or Impaired Equity Interest?

As noted above, the holder of an allowed claim or equity interest has the right to vote only if it is in a class that is *impaired* under the Plan. As provided in § 1124 of the Code, a class is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class. All of the secured creditors in the Plan are technically impaired.

*3. Who is **Not** Entitled to Vote*

The holders of the following five types of claims and equity interests are *not* entitled to vote:

- holders of claims and equity interests that have been disallowed by an order of the Court;

- holders of other claims or equity interests that are not "allowed claims" or "allowed equity interests" (as discussed above), unless they have been "allowed" for voting purposes.
- holders of claims or equity interests in unimpaired classes;
- holders of claims entitled to priority pursuant to §§ 507(a)(2), (a)(3), and (a)(8) of the Code; and
- holders of claims or equity interests in classes that do not receive or retain any value under the Plan.

Even If You Are Not Entitled to Vote on the Plan, You Have a Right to Object to the Confirmation of the Plan and to the Adequacy of the Disclosure Statement.

4. *Who Can Vote in More Than One Class*

A creditor whose claim has been allowed in part as a secured claim and in part as an unsecured claim, or who otherwise hold claims in multiple classes, is entitled to accept or reject a Plan in each capacity, and should cast one ballot for each claim.

B. Votes Necessary to Confirm the Plan

If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class, and (2) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by "cram down" on non-accepting classes, as discussed later in Section B.2.

1. *Votes Necessary for a Class to Accept the Plan*

A class of claims accepts the Plan if both of the following occur: (1) the holders of more than one-half (1/2) of the allowed claims in the class, who vote, cast their votes to accept the Plan, and (2) the holders of at least two-thirds (2/3) in dollar amount of the allowed claims in the class, who vote, cast their votes to accept the Plan.

A class of equity interests accepts the Plan if the holders of at least two-thirds (2/3) in amount of the allowed equity interests in the class, who vote, cast their votes to accept the Plan.

2. *Treatment of Nonaccepting Classes*

Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the nonaccepting classes are treated in the manner prescribed by § 1129(b) of the Code. A plan that binds nonaccepting classes is commonly referred to as a "cram down" plan. The Code allows the Plan to bind nonaccepting classes of claims or equity interests if it meets all the requirements for consensual confirmation except the voting requirements of § 1129(a)(8) of the Code, does not "discriminate unfairly," and is "fair and equitable" toward each impaired class that has not voted to accept the Plan. A fuller explanation is set forth in paragraph E.

You should consult your own attorney if a "cramdown" confirmation will affect your claim or equity interest, as the variations on this general rule are numerous and complex.

C. Liquidation Analysis

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a chapter 7 liquidation. Debtor believes that sale of the Buffalo Mine, under either a sale through the Plan or by a Chapter 7 Trustee, would pay both secured and unsecured claims in full.

D. Feasibility

The Court must find that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor, unless such liquidation or reorganization is proposed in the Plan. The liquidation is so proposed.

1. Ability to Initially Fund Plan

The Plan Proponent believes that the Debtor will have enough cash on hand on the effective date of the Plan to pay all the claims and expenses that are entitled to be paid on that date.

2. Ability to Make Future Plan Payments And Operate Without Further Reorganization

The Plan Proponent must also show that it will have enough cash over the life of the Plan to make the required Plan payments. The sale of the Buffalo Mine will almost certainly occur—there are several backup bids to that of Braich. After the sale, the Debtor will not operate further.

You Should Consult with Your Accountant or other Financial Advisor If You Have Any Questions Pertaining to These Projections.

E. Standards for “Cram Down,” the “Absolute Priority Rule,” and 11 USC §1129

This Plan provides for full payment in cash or property of the secured claims, which is defined as the value of their interest in the collateral. Since this is substantially less than all of the debts, Debtor believes it may be necessary to seek confirmation hereof over the objection of creditors in the event Braich is not the successful bidder. The “cram down” provision of the Bankruptcy Code permit confirmation of a plan even if the plan is not accepted by all impaired classes, so long as at least one impaired class of claims has accepted the plan. If a class of claims rejects the plan, it still is confirmable, so long as it provides that: 1) each holder of a claim included in the rejecting class receives or retains on account of that claim property that has a value, as of the effective date of the plan, equal to the allowed amount of such claim; or, 2) the holder of any claim or interest that is junior to the claims of such class will not receive or retain on account of such junior claim or interest any property at all. This is known as the ‘absolute priority’ rule.

Debtor recognizes that its owner is considered to be an equity security holder, and therefore, subordinate to general unsecured claims. However, the sale of the Mine should generate at least \$27 million, which is more than enough to pay all claims scheduled and/or filed. Therefore, the absolute priority rule is met.

Under this Plan, all creditors are receiving full payment. With the several pending offers for the Mine, the Plan proposed is viable, and it is urged that affected creditors vote in favor of the Plan. The Plan does provide for payment of **all** claims. Debtor urges the creditors to consider all alternatives, and the benefits of this Plan, and vote to approve this Plan.

V. EFFECT OF CONFIRMATION OF PLAN

A. Discharge of Debtor

Discharge. On the effective date of the Plan, the Debtor shall be discharged from any debt that arose before confirmation of the Plan, subject to the occurrence of the effective date, to the extent specified in § 1141(d)(1)(A) of the Code, except that the Debtor shall not be discharged of any debt (i) imposed by the Plan, (ii) of a kind specified in § 1141(d)(6)(A) if a timely complaint was filed in accordance with Rule 4007(c) of the Federal Rules of Bankruptcy Procedure, or (iii) of a kind specified in § 1141(d)(6)(B). After the effective date of the Plan your claims against the Debtor will be limited to the debts described in clauses (i) through (iii) of the preceding sentence.

B. Modification of Plan

The Plan Proponent may modify the Plan at any time before confirmation of the Plan. However, the Court may require a new disclosure statement and/or revoting on the Plan.

Upon request of the Debtor, the Plan may be modified at any time after confirmation of the Plan but before substantial consummation of the Plan, to (1) increase or reduce the amount of payments under the Plan on claims of a particular class, (2) extend or reduce the time period for such payments, or (3) alter the amount of distribution to a creditor whose claim is provided for by the Plan to the extent necessary to take account of any payment of the claim made other than under the Plan. However, after the Plan has been “substantially consummated,” modification is extremely difficult to accomplish.

C. Final Decree

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the Plan Proponent, or such other party as the Court shall designate in the Plan Confirmation Order, shall file a motion with the Court to obtain a final decree to close the case. Alternatively, the Court may enter such a final decree on its own motion.

Dated 9/2/13

/s/ Ray Weilage (By email consent)

Ray Weilage, President

Signature of the Plan Proponent

/s/ D. Blair Clark

D. Blair Clark ISB# 1367; OSB# 05030

Signature of the Attorney for the Plan Proponent

EXHIBITS

Exhibit A– Schedules of Assets and Liabilities (revised Schedules A-F) to show changes per reconciliation in claims as filed

Exhibit B– Current Operating Report

Exhibit C– Braich Agreements

Exhibit D– Claims Register

Exhibit E– Title Report, dated 9/16/2009

Exhibit F–2009 ‘due diligence’ report

Exhibit G–Decision and Judgment by Circuit Judge Cramer

United States Bankruptcy Court
District of Oregon

In re **American Amex, Inc., a Nevada Corporation**,
 Debtor

Case No. **12-30656**

Chapter **11**

SUMMARY OF SCHEDULES - AMENDED FOR DISC. STATEMENT

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	34,000,000.00		
B - Personal Property	Yes	7	0.00		
C - Property Claimed as Exempt	No	0			
D - Creditors Holding Secured Claims	Yes	2		10,490,026.36	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	2		0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	1		0.00	
G - Executory Contracts and Unexpired Leases	Yes	16			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	No	0			N/A
J - Current Expenditures of Individual Debtor(s)	No	0			N/A
Total Number of Sheets of ALL Schedules		30			
Total Assets			34,000,000.00		
Total Liabilities				10,490,026.36	

ATTACHMENT A

United States Bankruptcy Court
District of Oregon

In re **American Amex, Inc., a Nevada Corporation**,
 Debtor

Case No. **12-30656**

Chapter **11**

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	
Student Loan Obligations (from Schedule F)	
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	
TOTAL	

State the following:

Average Income (from Schedule I, Line 16)	
Average Expenses (from Schedule J, Line 18)	
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column		
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		
4. Total from Schedule F		
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		

In re **American Amex, Inc., a Nevada Corporation**Case No. **12-30656**

Debtor

SCHEDULE A - REAL PROPERTY - AMENDED FOR DISC. STATEMENT

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
Land in Grant County, Oregon, as follows: Township 8 South, Range 35 1/2 East of the Willamette Meridian: Sections 14 and 23: The BOSTON QUARTZ MINING CLAIM, Patented, designated by the Surveyor. General as Lot No. 107, as described in Patent dated September 24, 1883, recorded November 14, 1883, in Book "E", page 392, Deed Records. Township 8 South, Range 35 1/2 East of the Willamette Meridian: Section 14: The BUFFALO CONSOLIDATED QUARTZ MINING CLAIM, Patented, consisting of the BUFFALO and MONITOR LODE CLAIMS, designated by the Surveyor General as Lot No. 412, as described in Patent dated June 3, 1902, recorded October 16, 1902, in Book "U" page 354 Deed Records. ALSO, the BUFFALO MILL SITE CLAIM, Patented, designated by the Surveyor General as MINERAL SURVEY NO. 822, as described in Patent dated June 18, 1925, recorded July 18, 1925, in Book 36, page 88, Deed Records. (Tax Acct. 4 8-35V TL 700; Ref. 2467)	Patented mining claims	-	34,000,000.00	10,490,026.36
UNPATENTED mining claims (name of claim and ORMC number): Platina No. 3 145809 Platina No. 5 145811 Platina No. 6 145512 Tommy Fraction No. 1 153087 Tommy Fraction No. 2 153088 Woodrow Wilson Platina 153097 American Platina 145794 Constitution Plat 145796 Warchester Plat 153096 Massachusetts Plat 145803 Fitchbury Plat 145799 Defender Plat 145797	Unpatented mining claims	-	Unknown	0.00

Sub-Total > **34,000,000.00** (Total of this page)Total > **34,000,000.00**

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

In re American Amex, Inc., a Nevada CorporationCase No. 12-30656

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED FOR DISC. STATEMENT

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property."

If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.	X			
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.	X			
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			

Sub-Total > **0.00**
(Total of this page)

3 continuation sheets attached to the Schedule of Personal Property

In re **American Amex, Inc., a Nevada Corporation**Case No. **12-30656**

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED FOR DISC. STATEMENT

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			

Sub-Total > **0.00**
(Total of this page)

Sheet **1** of **3** continuation sheets attached
to the Schedule of Personal Property

In re American Amex, Inc., a Nevada CorporationCase No. 12-30656

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED FOR DISC. STATEMENT

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.		All geological and assay reports in the possession of Debtor, all lab equipment, processing or refining equipment. Value not yet determined. Reports are on hand, but 'hard assets' at mine reportedly vandalized.	-	Unknown
		REPORTS Leonard Thompson "Buffalo Mine Report" – 1/2 NW Scientific Report – 1/2 Alaska Assay Company Report – Gerald Clay – 1/2	-	Unknown
		EQUIPMENT (may have been vandalized or stolen) Double Axle trailer 2/2 7500 gal fuel tank – 2/2 10 x 20 shop trailer – 2/2 10k Propane generator – 2/2 1989 S-10 pickup All items on attached Exhibit A (several duplicates) VALUES NOT YET DETERMINED		
30. Inventory.	X			
31. Animals.	X			

Sub-Total > **0.00**
(Total of this page)

Sheet 2 of 3 continuation sheets attached
to the Schedule of Personal Property

In re American Amex, Inc., a Nevada Corporation,Case No. 12-30656

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED FOR DISC. STATEMENT

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			

Sub-Total > **0.00**
(Total of this page)

Total > **0.00**

(Report also on Summary of Schedules)

Sheet 3 of 3 continuation sheets attached
to the Schedule of Personal Property

THE BUFFALO MINE

EQUIPMENT LIST

T H E B U F F A L O M I N E

EQUIPMENT LIST

LAB

18' x 70' lab building
3.5 Meter spectrograph
8" rock pulverizer
5" jaw crusher
Drying ovens (2)
2' x 4' vibrating mill
Fire assay oven
Doré furnace
Retort
Scales & balances
Darkroom equipment
Dust collectors and hoods

MILL

20' x 16' x 12' galvanized mill building (on skids)
4' x 4' x 6' hopper with oscillating feeder
2' x 6' screening trammel with frame & electric motor
4' helix spirals with frames|& electric motor (3)
2 x 6' vibratory mill |
Air diaphragm pumps (3)
150 gallon recovery tubs (2)
440 volt 2" pump

EQUIPMENT

8' x 14' double axle trailer
500 gallon propane tanks (2)
7,500 gallon fuel and/or Water tank
1,000 gallon fuel tank w/gauges, valves, hoses nozzles etc (2)
10' x 20* shop trader (portable)
Concentrator
10 spot lamp chargers (6 lamps, 6 self-rescuers)
4400 v gas generator
10 k propane generator
Fire extinguishers (23)
Cutting torches and bottle (2 sets)
Wire fed welder |
1965 50 ton a day mill
Jaw crusher
200 ton storage bin

T H E B U F F A L O M I N E

50 ton storage bin
50 ton ball mill (24 hour)
6' x 12' table raker
2 sets float cells (12 cells)
Conditioner tanks
Vats
Conveyer belt system
Pumps, motors
Electric switch gear boxes
100' long x 8' wide metal portal rib set & shells (outer plates)

HOUSE

2 bedroom and 1 bath with electric heat, wood stove

SHOP

Bench grinders, pipe wrenches, socket sets
Large assortment of tools and supplies

MISCELLANEOUS PROPERTY

Telephone poles
Overhead power cables
Sheds & buildings
Metal gates (4)

In re **American Amex, Inc., a Nevada Corporation**Case No. **12-30656**

Debtor

AMENDED FOR DISC. STATEMENT SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H W J C	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No.		-	Various. Location filings appx. 1991. Listed for notice purposes only for unpatented claims UNPATENTED mining claims (name of claim and ORMC number): Platina No. 3 145809 Platina No. 5 145811 Platina No. 6 145512				0.00	Unknown
Bureau of Land Management 333 S.W. 1st Avenue Portland, OR 97204								
Value \$								
Account No.		-	This is a 'wild deed' recorded 20112288D, 10/31/11, Grant Co., OR Land in Grant County, Oregon, as follows: Township 8 South, Range 35 1/2 East of the Willamette Meridian: Sections 14 and 23: The BOSTON QUARTZ MINING CLAIM, Patented,				0.00	0.00
Clearwater Management Cockburn House Cockburn Town Grand Turk of the Turk & Caicos Islands British West Indies								
Value \$								
Account No.		-	2009-2011 Property taxes Patented and unpatented mining claims.				2,026.36	0.00
Grant County Treasurer Grant County Courthouse 201 S. Humboldt Canyon City, OR 97820								
Value \$								
Account No.		-	February 2008 Mortgage Land in Grant County, Oregon, as follows: Township 8 South, Range 35 1/2 East of the Willamette Meridian: Sections 14 and 23: The BOSTON QUARTZ MINING CLAIM, Patented,				6,508,000.00	0.00
Ray Weilage 1697 Butterfly Court Newbury Park, CA 91320								
Value \$								
Subtotal							6,510,026.36	0.00
(Total of this page)								

1

continuation sheets attached

1 continuation sheets attached

In re American Amex, Inc., a Nevada Corporation,Case No. 12-30656

Debtor

AMENDED FOR DISC. STATEMENT
SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B O R R	H W J C	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
			DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN					
Account No. xx0551								
Robert P. Hills, Jr. 518 N. Grener Road Columbus, OH 43228-1361		-	6/6/94 Mortgage Land in Grant County, Oregon, as follows: Township 8 South, Range 35 1/2 East of the Willamette Meridian: Sections 14 and 23: The BOSTON QUARTZ MINING CLAIM, Patented,					
			Value \$ 34,000,000.00				380,000.00	0.00
Account No.			January 19, 1994					
Sable Palm Development, Inc. Ricky G. Smith, President c/o Jim Carpenter, Attorney 601 S. Canyon Blvd John Day, OR 97845		-	Equitable Mortgage Both patented and unpatented claims described in Schedule A. Amount is estimated					
			Value \$ 34,000,000.00				3,600,000.00	0.00
Account No.								
			Value \$					
Account No.								
			Value \$					
Account No.								
			Value \$					

Sheet 1 of 1 continuation sheets attached to
 Schedule of Creditors Holding Secured Claims

Subtotal
 (Total of this page)

3,980,000.00**0.00**

Total
 (Report on Summary of Schedules)

10,490,026.36**0.00**

In re **American Amex, Inc., a Nevada Corporation**Case No. **12-30656**

Debtor

AMENDED FOR DISC. STATEMENT SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

☐ Domestic support obligations

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$11,725* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

☐ Certain farmers and fishermen

Claims of certain farmers and fishermen, up to \$5,775* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ Deposits by individuals

Claims of individuals up to \$2,600* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☒ Taxes and certain other debts owed to governmental units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ Commitments to maintain the capital of an insured depository institution

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

☐ Claims for death or personal injury while debtor was intoxicated

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

In re **American Amex, Inc., a Nevada Corporation**Case No. **12-30656**

Debtor

AMENDED FOR DISC. STATEMENT
SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS
 (Continuation Sheet)

**Taxes and Certain Other Debts
Owed to Governmental Units**

TYPE OF PRIORITY

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B O R	H W J C	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
								AMOUNT ENTITLED TO PRIORITY
Account No.			Listed for notice purposes only					
Internal Revenue Service PO BOX 7346 Philadelphia, PA 19114		-						0.00
							0.00	0.00
Account No.			Listed for notice purposes only					
Oregon Department of Revenue 955 Center Street NE Salem, OR 97310		-						0.00
							0.00	0.00
Account No.								
Account No.								
Account No.								
Subtotal								0.00
(Total of this page)							0.00	0.00
Total								0.00
(Report on Summary of Schedules)							0.00	0.00

Sheet **1** of **1** continuation sheets attached to
 Schedule of Creditors Holding Unsecured Priority Claims

In re **American Amex, Inc., a Nevada Corporation**Case No. **12-30656**

Debtor

AMENDED FOR DISC. STATEMENT
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H U S B A N D W I F E J O I N T C O M M U N I T Y	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U B J E C T T O S E T O F F, S O S T A T E.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M
Account No. xxxxx73CV			2011				
Erwin Singh Braich, Trustee Peregrine Trust c/o Corey Byler Rew Lorenzen & Hojem PO Box 218 Pendleton, OR 97801	-		Suit for specific performance	X	X	X	Unknown
Account No. Unknown			Unknown				
Jim Carpenter, Attorney 601 S. Canyon Blvd John Day, OR 97845	-		Any claim against Debtor for attorneys' fees or other like charges				Unknown
Account No.							
Account No.							
Subtotal (Total of this page)							0.00
Total (Report on Summary of Schedules)							0.00

0 continuation sheets attached

In re American Amex, Inc., a Nevada CorporationCase No. 12-30656

Debtor

**AMENDED FOR DISC. STATEMENT
SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
Erwin Singh Braich, Trustee Peregrine Trust c/o Corey Byler Rew Lorenzen & Hojem PO Box 218 Pendleton, OR 97801	Nonexistent contract or option for purchase of mining claims. Debtor disputes existence or enforceability of any alleged contract. Such as it may be, DEBTOR REJECTS
Golden Isle, Gold Nickel Mining c/o Gold Nickel Ming LLC 251 W. Idaho Avenue Ontario, OR 97914	Rental agreement between parties and Sable Palm. DEBTOR REJECTS
Ray Weilage 1697 Butterfly Court Newbury Park, CA 91320	Contract/option to transfer mining permits to Debtor for mining of claims. DEBTOR ASSUMES
Sable Palm Development, Inc. Ricky G. Smith, President c/o Jim Carpenter, Attorney 601 S. Canyon Blvd John Day, OR 97845	Settlement Agreement, dated 6/22/2009. Debtor REJECTS
SEE TITLE REPORT AND PLAN FOR DETAILS	

UST-10 COVER SHEET

**MONTHLY OPERATING REPORT FOR
CORPORATE OR PARTNERSHIP DEBTOR
(Including LLCs and LLPs)**

Case No. 12-30656Debtor American Energy Inc., a Nevada CorporationReport Month/Year July 2013

Instructions: The debtor's monthly financial report shall include this cover sheet signed by the debtor and all UST forms and supporting documents. Exceptions, if allowed, are noted in the checklist below. Failure to comply with the reporting requirements of Local Bankruptcy Rule 2015-1(b) and 2015-2, or the U.S. Trustee's reporting requirements, is cause for conversion or dismissal of the case.

The debtor submits the following with this monthly financial report:		Completed	Not Applicable
UST-11	Comparative Income Statement or debtor's income statement (must include all line items specified on UST-11).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
UST-12	Comparative Balance Sheet or debtor's balance sheet (must include all line items specified on UST-12. The debtor's balance sheet, if used, shall include a breakdown of pre- and post-petition liabilities. The breakdown may be provided as a separate attachment to the debtor's balance sheet.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
UST-13	Comparative Cash Flow Statement or debtor's cash flow statement (must include all line items specified on UST-13). Complete this statement if the debtor is reporting based on the accrual basis of accounting. This is the required method, unless other arrangements have been made with the U.S. Trustee.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
UST-14	Summary of Disbursements	<input checked="" type="checkbox"/>	<input type="checkbox"/>
UST-14A	Statement of Cash Receipts and Disbursements Complete one or more to include all bank accounts or other sources of debtor funds. Attach copies of monthly bank statements and all supporting documents described in the instructions.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
UST-14B	Additional Disbursement Information	<input checked="" type="checkbox"/>	<input type="checkbox"/>
UST-15	Statement of Aged Receivables Provide a detailed accounting of aged receivables on, or as an attachment to, UST-15.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
UST-16	Statement of Aged Post-Petition Payables Provide a detailed accounting of aged post-petition payables on, or as an attachment to, UST-16.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
UST-17	Statement of Operations When applicable, UST-17 shall include copies of supporting documents such as an escrow statement for the sale of real property, an auctioneer's report for property sold at auction, or a certificate of insurance or copy of debtor's bond for any change in insurance or bond coverage.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

DEBTOR'S CERTIFICATION

I certify under penalty of perjury that (1) I have personally prepared this financial report or directly supervised its preparation, and (2) the information contained in this monthly financial report is complete, true, and accurate to the best of my knowledge, information, and belief.

BY: Raymond L. WeilageDATE: Aug. 11, 2013

TITLE: _____

The debtor, or trustee, if appointed, must sign the monthly financial report. Only an authorized officer may sign a financial report for a corporate debtor and only a general partner has authority to sign a financial report for a partnership debtor. Debtor's counsel may not sign a financial report for the debtor.

UST-11

Case Number: 12-30656
Report Mo/Yr: Aug 2013
JulyDebtor: American Amer, Inc,
a Nevada Corp,

UST-11, COMPARATIVE INCOME STATEMENT

INSTRUCTIONS: The initial report should include only business activity commencing from the petition date through the end of the month.

For the Month of:	MO/YR	MO/YR	MO/YR <u>July 2013</u>	Cumulative To Date
Revenue				-
Less: Returns and Allowances				-
NET REVENUE				-
Cost of Goods sold:			0	0
Beginning Inventory				-
Add: Purchases				-
Less: Ending Inventory				-
Cost of Goods Sold	-	-	-	-
Additional Costs of Good Sold:				
Direct Labor				-
Freight In				-
TOTAL COST OF GOOD SOLD	-	-	0	0
Other Operating Expenses:				
Officers' Salaries (Gross)				-
Other Salaries (Gross)			0	0
Depreciation and Amortization			0	-
Employee Benefits			0	-
Payroll Taxes (Employer's portion)			0	-
Insurance			0	-
Rent			0	1618
General and Administrative			0	0
TOTAL OPERATING EXPENSES			0	269
NET OPERATING INCOME (LOSS)			0	400
Add: Other Income			0	287
Less: Interest Expense			12780	89,460
Less: Non-recurring items				
Professional Fees				-
UST Fees				-
Other (specify)				-
TOTAL NON-RECURRING ITEMS			325	675
GAIN (LOSS) ON DISPOSAL OF ASSETS				
NET INCOME (LOSS) BEFORE INCOME TAX			0	
Income Taxes				
NET INCOME (LOSS)			(73,105)	(90,135)

UST-12

Case Number:
Report Mo/Yr:12-30656
July 2013Debtor: American Irons, Inc.,
Nevada Corp.

UST-12, COMPARATIVE BALANCE SHEET

ASSETS	As of month ending:	MO/YR	MO/YR	MO/YR	PER SCHEDULES (i.e. Petition Date)
Current Assets					
Cash-Restricted					
Cash-Unrestricted					
TOTAL CASH		-	-	25	25
Accounts Receivable					
Less: Allowance for Doubtful Accounts					
NET ACCOUNTS RECEIVABLE		-	-	-	-
Notes Receivable					
Insider Receivables					
Inventory (see note below)					
Prepaid Expenses					
Other (attach list)					
TOTAL CURRENT ASSETS				25	25
Fixed Assets				3,000,000	3,000,000
Real Property/Buildings				145,460	145,460
Equipment				50,000	50,000
Accumulated Depreciation					
NET FIXED ASSETS				3,195,460	3,195,460
Other Assets (attach list)	Un ground Precious metals			3,529,378	3,529,378
TOTAL ASSETS				3,532,273	3,532,574
LIABILITIES					
Post-Petition Liabilities					
Trade Accounts Payable				131	
Taxes Payable	STATE			2330	
Accrued Professional Fees				121,023	
Notes Payable					
Rents and Lease payables					
Accrued Interest					
Other (specify)					
TOTAL POST-PETITION LIABILITIES				124,674	
Pre-Petition Liabilities					
Secured Debt				7,355,732	7,355,732
Priority Debt				0	
Unsecured Debt				0	
Other (attach list)					
TOTAL PRE-PETITION LIABILITIES				7,355,732	7,355,732
TOTAL LIABILITIES				7,480,406	

Method of inventory valuation (Cost, Lower of Cost or Market, FIFO, LIFO, Other):

Cost

UST-12

Case Number: 12-30056
Report Mo/Yr: July 2013Debtor: American Amey Inc.,
a Nevada Corp.

UST-12, COMPARATIVE BALANCE SHEET

EQUITY	As of month ending:	MO/YR	MO/YR	MO/YR	PER SCHEDULES (i.e. Petition Date)
Owners' Equity (or Deficit)					
Prepetition Owners' Equity					
Post-petition Cumulative Profit or (Loss)					
Direct Charges to Equity (Explain)					
TOTAL OWNERS' EQUITY (DEFICIT)				3,526,093,429	
TOTAL LIABILITIES AND OWNERS' EQUITY(DEFICIT)				3,533,593,835	

Total Owners Equity is slightly up from a change of adjustment to professional fee of down \$26,207. This was an error on my part.

Nothing has changed very much. The snow is off the mountain. We still have 5 buyers that are waiting for Braich Trail to come to an end, so that they know that the title will be cleared.

FOOTNOTES TO BALANCE SHEET:

UST-13

Case Number:

12 30656

Report Mo/Yr:

July 2013

Debtor:

American Amegy, Inc. a Nevada Corp

UST-13, COMPARATIVE CASH FLOW STATEMENT

As of month ending:	MO/YR	MO/YR	MO/YR July 2013	Cumulative Filing to Date
NET INCOME (LOSS)	-		0	0
ADJUSTMENTS TO RECONCILE NET INCOME TO NET CASH:				
Depreciation and Amortization				
(Gain) Loss on Sale of Assets				
(Increase) Decrease in Prepaids				
(Increase) Decrease in Receivables				
(Increase) Decrease in Inventory				
Increase (Decrease) in Payables				
Increase (Decrease) in Taxes Payable				
Increase (Decrease) in Professional Fees				
Increase (Decrease) in Rents/Leases Pay				
Increase (Decrease) in Accrued Interest				
NET CASH PROVIDED BY OPERATIONS				
CASH FLOWS FROM INVESTING/FINANCING:				
Purchase of Fixed Assets				
Proceeds from Sale of Fixed Assets			0	0
Capital Contributions			0	1949
Loan Proceeds			0	0
Loan Principal and Capital Lease Payments			0	0
NET INCREASE (DECREASE) IN CASH	-		0	0
BEGINNING CASH	-		25	25
ENDING CASH			25	25

UST-14

Case Number: 12-30056
Report Mo/Yr: July 2013Debtor: American Energy, Inc., a Nevada Corp

UST-14, SUMMARY OF DISBURSEMENTS

INSTRUCTIONS: BEFORE COMPLETING THIS PAGE, prepare UST-14A (see next page) to include all bank accounts or other sources of the debtor's funds. The disbursement total will be used to complete this SUMMARY OF DISBURSEMENTS.

The debtor is responsible for providing accurate monthly disbursement totals for purposes of calculating its obligation pursuant to 28 U.S.C. § 1930(a)(6) to pay statutory fees to the U.S. Trustee. The disbursement total encompasses all payments made by the debtor during the reporting month, whether made directly by the debtor or by another party for the debtor. It includes checks written and cash payments for inventory and equipment purchases, payroll and related taxes and expenses, other operating costs, and debt reduction. It also includes payments made pursuant to joint check arrangements and those resulting from a sale or liquidation of the debtor's assets. The only transactions normally excluded from the disbursement total are transfers within the same reporting month between multiple debtor accounts.

The U.S. Trustee payment is due on the last day of the month following the end of each calendar quarter, or on **April 30, July 31, October 31, and January 31**, respectively. Because the amount billed is an estimate, the debtor is responsible for paying the correct statutory fee based on actual disbursements for the calendar quarter, or portion thereof while the debtor is in Chapter 11 (i.e. until the case is converted, dismissed, or closed by final decree). Failure to pay statutory fees to the U.S. Trustee is cause for conversion or dismissal of the case. A copy of the statutory fee schedule may be found in the Chapter 11 Guidelines on the U.S. Trustee's website located at:

<http://www.justice.gov/ust/r18/portland/chapter11.htm>
<http://www.justice.gov/ust/r18/eugene/chapter11.htm>

If you have any questions about how to compute the disbursement total, please call the U.S. Trustee's office:

Portland, OR (503) 326-4000
Eugene, OR (541) 465-6330

(UST-14A, with attachments, should follow this page.)

COMPUTATION OF MONTHLY DISBURSEMENT TOTAL

Total disbursements from UST-14A	<u>0</u>
Cash payments not included in total above (if any)	<u>0</u>
Disbursements made by third parties for the debtor (if any, explain)	<u>0</u>

TOTAL DISBURSEMENTS THIS MONTH FROM ALL SOURCES		\$ <u>0</u>
At the end of this reporting month, did the debtor have any <u>delinquent</u> statutory fees owing to the U.S. Trustee?		<div style="display: flex; justify-content: space-around;"> <div>Yes <input checked="" type="checkbox"/></div> <div>No <input type="checkbox"/></div> </div>
(If yes, list each quarter that is delinquent and the amount due along with an explanation)		
<u>Quarter</u>	<u>Explanation</u>	<u>Amount</u>
	<u>Quarter to trustee</u>	<u>325</u>

UST-14A

Debtor:

Case Number:

Report Mo/Yr:

*American Time, Inc. & Nevada Corp**12-30656*
July 2013

UST-14A - STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS

INSTRUCTIONS: Include all bank accounts or other source of the debtor's funds and attach supporting documents as indicated on the checklist below. Use additional sheets as necessary.

Depository (Bank) Name	Account Number	Type of Account	TOTALS
		<i>Wells Fargo</i> <i>Checking</i>	
Beginning Cash Balance		<i>25.00</i>	-
Add:			
Transfers in			-
Receipts deposited			-
Other (identify source)			-
Total Cash Receipts			-
Subtract:			
Transfers out			-
Disbursements by check or debit			-
Cash withdrawn			-
Other (identify source)			-
Total Cash Disbursements			-
Ending Cash Balance		<i>25.00</i>	

Does each account identified above include the following supporting documents, as required: Indicate YES, NO or NOT APPLICABLE in the boxes below.

Monthly bank statement copy

(do not include bank statement copies with the report filed with the Bankruptcy Court)

--	--	--	--

Bank reconciliation (including outstanding checks and deposits in transit)

--	--	--	--

A detailed list of receipts for the account (deposit log or receipts journal)

--	--	--	--

A detailed list of disbursements for the account (check register or disbursement journal)

--	--	--	--

Funds received and/or disbursed by another party

--	--	--	--

Report Mo/Yr:

Debtor:

American Amer, Ltd. a Nevada Corp.

Payments on Pre-Petition Unsecured Debt (requires court approval)

Did the debtor, or another party on behalf of the debtor, make any payments during this reporting month on pre-petition unsecured debt? **If "yes", complete table for each payment.**

Payee's Name	Nature of Payment	Payment Date	Amount	Date of Court Approval	Yes	No
					<input type="checkbox"/>	<input checked="" type="checkbox"/>

Did the debtor, or another party on behalf of the debtor, make any payments during this reporting month to a professional such as an attorney, accountant, realtor, appraiser, auctioneer, business consultant, or other professional person? If "yes", complete table for each payment.

Professional's Name	Type of Work Performed	Payment Date	Amount	Date of Court Approval	Yes	No
					<input type="checkbox"/>	<input checked="" type="checkbox"/>
					<input type="checkbox"/>	<input checked="" type="checkbox"/>
					<input type="checkbox"/>	<input checked="" type="checkbox"/>

Did the debtor, or another party on behalf of the debtor, make any payments during this reporting month to, or for the benefit of, an officer, director, partner, member, shareholder or other insider of the debtor? If "yes", complete table for each payment.

Payee's Name	Relationship to Debtor	Payment Date	Amount	Purpose of Payment	Yes	No
					<input type="checkbox"/>	<input checked="" type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

INSTRUCTIONS: Use the last column to describe the purpose of each payment, such as gross wages or salary, reimbursement for business expenses, loan repayment, advance, draw, bonus, dividend, stock distribution, or other reason for the payment.

The undersigned certifies under penalty of perjury that every financial account used by the debtor is accounted for in UST-14A of this report and is held in a depository included on the U.S. Trustee's list of authorized depositories. The undersigned further certifies that each such depository has been notified that the account holder is a debtor in a Chapter 11 case under the jurisdiction of the Bankruptcy Court.

BY:

DATE:

TITLE:

UST-16

Case Number: 12-30656
Report Mo/Yr: July 2013

Debtor:

American Time, Inc., a Nevada Corp**UST-16, STATEMENT OF AGED RECEIVABLES****INSTRUCTIONS:** Complete all portions of UST-16, STATEMENT OF AGED RECEIVABLES, unless the debtor asserts the following two statements are true for this reporting month:

- ° At the beginning of the reporting month, the debtor did not have any uncollected pre-petition or post-petition accounts receivable; and,
- ° During the reporting month, the debtor did not have any receivables activity, including the accrual of new accounts receivable, or the collection or write-off of accounts receivable from prior months.

Initial here _____ if the debtor asserts that both statements above are correct and then skip to UST-16, Statement of Post-Petition Payables.

Accounts Receivable Aging

	Balance at Month End	Current Portion	Past Due 31-60 days	Past Due 61-90 days	Past Due over 90 days	Uncollectible Receivables
Pre-petition	0					
Post-petition	0					
TOTALS	0 -	-	-	-	-	0 -

Explain what efforts the debtor has made during the reporting period to collect receivables over 60 days past due.

Accounts Receivable Reconciliation

	Post-Petition	Pre-Petition	Totals
Opening Balance			-
Add: Sales on account			-
Less: Payments on account			-
Less: Write-offs or other adjustments			-
Closing Balance	-	-	0 -

Insider Receivable Reconciliation

Insider Name (e.g. officer, director, partner, member, shareholder)			
Relationship to Debtor			
Opening Balance (if first report, use the balance on date of filing)			
Add: Current month advances			
Less: Current month payments			
Closing Balance	-	-	0 -

UST-16

Case Number: 12-30656
Report Mo/Yr: July 2013Debtor: American Amey, Inc.,
a Nevada Corp**UST-16, STATEMENT OF AGED POST-PETITION PAYABLES**
PART A - TRADE ACCOUNTS PAYABLE**INSTRUCTIONS:** Complete PART A - TRADE ACCOUNTS PAYABLE unless the debtor asserts that this statement is true for this reporting month:

* Except for taxes disclosed in PART B of this report, the debtor has no other unpaid post-petition payables from the current reporting month or from any prior post-petition months.

Initial here RW if the debtor asserts that the statement above is correct and then skip to UST-16, Part B, Taxes.**Accounts Payable Aging**

	Balance at Month End	Current Portion	Past Due 31-60 days	Past Due 61-90 days	Past Due over 90 days
Post-petition					

1. For Accounts Payable more than 30 days past due, explain why payment has not been made.
2. Attach the debtor's accounts payable aging report. 0

Post-Petition Trade Accounts Payable Reconciliation

Opening Balance	
Additions:	
Less: Payments made	
Closing Balance	<u>0</u> -

UST-16

Debtor:

*American Amey Inc., a
Nevada Corp Corp*

Case Number:

Report Mo/Yr:

*12-30656
July 2013*UST-16, BUSINESS STATEMENT OF ASSET POST-PETITION PAYABLES
PART B - TAXES

CERTIFICATION: The undersigned certifies under penalty of perjury that all post-petition taxes required to be withheld or collected have been paid to the appropriate taxing authority or that a deposit for such amounts has been made into a separate bank tax account as more fully described below.

BY:

*Raymond L. Weeloge
Pres.*

DATE:

August 11, 2013

Reconciliation of Unpaid Post-Petition Taxes

Type of Tax	1 Unpaid Post-petition Taxes from Prior Reporting Month	2 Post-petition Taxes Accrued this Month (New Obligations)	3 Post-petition Tax Payments Made this Reporting Month	4 Unpaid Post-petition Taxes at End of Reporting Month (Column 1+2-3=4)
FEDERAL EMPLOYMENT TAXES				
Employee Income Tax Withheld				-
FICA/Medicare-Employee				-
FICA/Medicare-Employer				-
Unemployment (FUTA)				-
STATE EMPLOYMENT TAXES				
Employee Income Tax Withheld				-
Unemployment (SUTA)				-
Worker's Compensation				-
OTHER TAXES				
Corporate Income Tax				-
Local City/County Tax				-
Sales Tax				-
Personal Property Tax				-
Real Property Tax				-
Other				-
Total Unpaid Post-Petition Taxes				\$ 0 -

Is the debtor delinquent in any tax reporting? *If yes*, provide the name of the taxing authority, a description of the report that is past due, the original report due date, any payment due, and the reason for the delinquency.

Report Mo/Yr:

12-30636
July 20/13

Debtor:

American Amex, Inc.,
a Nevada Corp

UST-17 STATEMENT OF OPERATIONS

INSTRUCTIONS: Answer each question fully and attach additional sheets as necessary to provide a complete response

Question 1 - Sale of the Debtor's Assets

Did the debtor, or another party on behalf of the the debtor, sell, transfer, or otherwise dispose of any of the debtor's assets during the reporting month that are out of the ordinary course of the debtor's business. If yes, attach a schedule identifying each asset, date of sale notice, method of disposition, and gross and net sale proceeds received. If real property was sold, attach a copy of the closing statement.

Yes **No**

11

Question 2 - Financing

During the reporting month, did the debtor receive any financing, or loans from a non-insider funding source? If yes, indicate the source of the funds, date paid to debtor, dollar amount, and date of court approval.

Source of Funds	Date Paid	Amount	Date of Court Approval	Yes	No
				<input type="checkbox"/>	<input checked="" type="checkbox"/>
				<input type="checkbox"/>	<input checked="" type="checkbox"/>

Question 3 - Insider loans

During the reporting month, did the debtor receive any funds from an officer, director, partner, member, shareholder, or other insider of the debtor? If yes, indicate the source of funds, date paid to debtor, dollar amount, and date of court approval.

Source of Funds	Date Paid	Amount	Date of Court Approval	Yes	No
				<input type="checkbox"/>	<input checked="" type="checkbox"/>

Question 4 - Insurance and Bond Coverage

Did the debtor renew or replace any insurance policies during this reporting month? If yes, attach a certificate of insurance for each renewal or change in coverage.

Were any of the debtor's insurance policies canceled or otherwise terminated for any reason during the reporting month? If yes, explain.

Were any claims made during this reporting month against the debtor's bond? (Answer "No" if the debtor is not required to have a bond). If yes, explain.

Yes No

11



11

☒

11



Question 5 - Significant Events.

Provide a narrative report of any significant events that may have an effect on the financial condition of the debtor or any events out of the ordinary course of business that are not described elsewhere in this report. Attach separate sheets as necessary.

UST-17

Case Number: 12-30656
Report Mo/Yr: July 2013

Debtor:

American Amey, Inc., a Nevada Corp

UST-17, STATEMENT OF OPERATIONS (Continued)

Question 6 - Case Progress. Explain what progress the debtor has made during the reporting month toward confirmation of a plan of reorganization.

Our plan has been and continues to be to sell the property and pay off all debts. All buyer amount are enough to pay all debt, closing costs and any other cost all at closing

	Filed ?	Estimated Date To be Filed If not Filed
Disclosure Statement:		
Plan of Reorganization:		

WHERE TO FILE A MONTHLY OPERATING REPORT: Local Bankruptcy Rule 2015-2 requires the debtor to file its monthly financial report with the U.S. Bankruptcy CourtFile the original... (select only one)

For a Chapter 11 case filed in Portland, OR:

United States Bankruptcy Court
1001 SW 5th Avenue, 7th floor
Portland, OR 97204

For a Chapter 11 case filed in Eugene, OR:

United States Bankruptcy Court
405 East 8th Avenue, Suite 2600
Eugene, OR 97401**CERTIFICATION:** The undersigned certifies that copies of this report and supporting documents have been served upon each of the following persons in this case: U.S. Trustee; the chairperson of each official committee of creditors or equity security holders and the attorney(s) for each such committee; the debtor and the debtor's attorney; and the trustee and the trustee's attorney, if applicable.BY: Raymond L. Lutzke
TITLE: Pres.DATE: Aug 11, 2013
PHONE NUMBER: 770-855-7495Send U.S. Trustee's copy to: (select only one)

For a Chapter 11 case filed in Portland, OR:

Office of the United States Trustee
620 SW Main Street, Suite 213
Portland, OR 97205

For a Chapter 11 case filed in Eugene, OR:

Office of the United States Trustee
405 East 8th Avenue, Suite 1100
Eugene, OR 97401

AGREEMENT

1. Incorporation of Recitals.

The above recitals are hereby agreed to be true and each of the recitals is incorporated into this Agreement as if fully set forth herein.

2. Settlement and Release of All Claims.

2.1. For and in consideration of payments set forth below and the mutual promises of the parties, Braich, Weilage, and American Amex hereby mutually release and acquit one another and each of their respective agents, employees, successors and assigns from any and all suits, claims, demands or damages, costs, attorney fees, or liability and any and all other claims of any kind or nature, known or unknown, whatsoever which any of the parties now have or may have related to the dispute between Braich and American Amex and Weilage concerning the purchase of the Buffalo Mine.

2.2. This Settlement Agreement is intended to include and cover all claims of any nature and kind in Grant County Circuit Court Case No. 11-09-273CV, described more fully in Recital D above regardless of whether those claims are contained in the pleadings in the aforementioned case or are known to the parties at this time.

2.3 The parties specifically agree that this Agreement shall also operate as a complete release and acquittal of any and all claims that the individual parties to this Agreement may have against one another arising from any other matter. Without limiting the foregoing it is the intent of the parties to completely release each other from any and all claims of any kind related to the purchase of the Buffalo Mine.

3. Terms of Settlement and Consideration.

3.1. Sale of Buffalo Mine to Braich. The Buffalo Mine will be sold to Braich on the terms set out in the Purchase and Sale Agreement, the form of which is attached hereto as Exhibit 2 and by this reference incorporated herein.

3.2 Settlement Conditional on Bankruptcy Court Approval. The parties understand and agree that the approval of this settlement agreement by the U.S. Bankruptcy Court, District of Oregon, in the pending bankruptcy proceeding described more fully in Recital E above, is a condition precedent to any further obligations under this agreement. Should the bankruptcy court fail to approve the terms of the sale of the Buffalo Mine then all further obligations of either party under this agreement shall be null and void and of no further effect.

3.3 Settlement of Pending Litigation. In exchange for the consideration provided by each party in the form of the purchase and sale of the Buffalo Mine, the parties to the litigation,

SETTLEMENT AND RELEASE AGREEMENT-2

ATTACHMENT C

identified more particularly in Recital D above, agree to the entry of a general judgment of dismissal with prejudice to be entered in the litigation. Said general judgment of dismissal will be without costs or attorney fees to either party and will be entered only upon signing of this agreement and the attached Exhibit 2 and upon approval of this settlement by the U.S. Bankruptcy Court, District of Oregon, as described more fully in section 3.2, above.

GENERAL PROVISIONS

4. Claims. It is understood that this Agreement and the releases contained in it are made in compromise of disputed claims and nothing herein is to be construed as an admission of liability by any party, each of whom expressly denies liability.

5. Successors in Interest. The terms and conditions of this Agreement shall inure to the benefit and be binding upon the respective heirs, personal representatives, executors, administrators, successors, and assigns of each party.

6. Releases as Defenses. The parties agree that if any action or claim released herein is ever asserted by any party to this Agreement against any of the other parties released by the terms of this Agreement then the release contained in this Agreement may be asserted or pled as a defense to any such action or claim.

7. Severability. In the event any provision of this Agreement is determined to be invalid, illegal, or unenforceable, such provision will be severable from the remainder thereof and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

8. Counterparts. This Agreement may be executed in multiple counterpart copies, including facsimile copies thereof, each of which will be deemed an original and all of which taken together constitute one and the same document.

9. Further Assurances. The parties agree to take any and all actions and to execute, deliver, from time to time and at any time, such further documents as may reasonably be requested by any other party in order to carry out and effectuate completely the purposes and intent of this Agreement.

10. Amendment. This Agreement may only be modified if the modification is in writing and is signed by the party against whom enforcement is sought.

11. Applicable Law. This Agreement shall be governed, interpreted by, and enforced in accordance with the laws of the State of Oregon.

12. Time is of the Essence. The parties agree that time is of the essence to each of them and they desire that this matter be concluded as swiftly as possible. The parties agree to take all steps

necessary to effectuate the settlement as swiftly as possible.

13. Mistake of Fact. Each party expressly assumes the risk of any mistake of fact and of any facts proven to be other than or different from any facts now known to any party to this Agreement or believed by any of them to exist. Nothing herein contained shall be construed as an admission of any legal liability of any of those herein releases as this is a settlement by compromise.

14. Reliance on Personal Judgment. The parties to this Agreement declare and represent that they are relying wholly upon their own judgment, belief, and knowledge as to this Agreement and the sufficiency of the consideration being exchanged in satisfaction of all claims or potential claims described herein and that they fully understand their right in this matter. They further declare and represent that they have sought whatever independent advice and consultation they consider necessary in this matter and that they have not been influenced to any extent whatsoever in making this agreement by any representations or statements made by other parties, or by any person, firms, or corporations representing or employed by the other parties and that the undersigned are authorized to execute this Agreement. The law firm of Corey, Byler, Rew, Lorenzen & Hojem, LLP has represented only Braich in the negotiations concerning this agreement and in the matters giving rise to this dispute.

15. Attorney Fees and Costs. The parties agree that each party shall be responsible for their own costs, expenses, and attorney fees incurred in prosecuting or defending or in anyway related to the matters subject to this Agreement and all claims related thereto. The parties agree that if any party breaches any term of this Agreement, any other party shall be entitled to recover from the breaching party any and all attorney fees, costs, and expenses, reasonably incurred in enforcing the terms of this Agreement, both at trial and on appeal.

16. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties with respect to the matters contained herein and is intended to fully integrate the parties' agreement. No prior negotiations, discussions, understandings, or agreements which are not set forth in this Agreement will be binding upon or enforceable against the parties.

Erwin Singh Braich
Trustee of the Peregrine Trust

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by Erwin Singh Braich.

Notary Public

Raymond L. Weilage
Individually and as President of American Amex
STATE OF CALIFORNIA)
) ss.
County of Ventura)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by
Raymond L. Weilage.

Notary Public for California
My Commission Expires:_____

PURCHASE AND SALE AGREEMENT

By and Between

AMERICAN AMEX INC., A NEVADA CORPORATION, as Seller

and

Erwin Singh Braich, as Trustee of the Peregrine Trust

RECITALS

1. Erwin Singh Braich, Trustee, (“Braich”) desires to purchase a precious metals mine. Braich represents and warrants that he has authority to sign on behalf of Buyer and to enter into this Agreement on behalf of Buyer.
2. The Seller is American Amex, Inc., A Nevada Corporation, a Nevada Corporation (“American Amex, Inc.” or “Seller”).
3. Raymond L. Weilage is President and Majority Shareholder of American Amex, Inc.
4. American Amex, Inc. owns gold mining interests located in Grant County, Oregon, referred to as the Buffalo Consolidated Quartz Mining Claim, Boston Quartz Mining Claim, Buffalo Millsite Claim, Cox, and Blue Ribbon. American Amex, Inc. also controls the dumps and tailings related to said patented claims. Collectively the assets said patented claims are referred to jointly as the “Buffalo Mine.” The Buffalo Mine is comprised of patented and unpatented mining claims, mining permits, dumps and tailings, and personal property used in mining operations. The assets comprising the Buffalo Mine are more fully described on the attached Exhibit 1, referred to herein as “the Buffalo Mine” or “the Property.”
5. Buyer desires to purchase the Buffalo Mine from Seller, and Seller desires to sell the Buffalo Mine to Buyer.
6. Weilage represents and warrants that he has authority to sign on behalf of Seller and to enter into this Agreement on behalf of Seller.

DEFINITIONS

1. “Buyer’s Due Diligence” means the due diligence that the Buyer will conduct prior to closing on the Buffalo Mine.

2. "Closing" means the closing of the Transaction on the Closing Date, including the recording of the deeds set forth in paragraph 13 and delivery to Buyer of all transfer documents.
3. "Closing Date" shall be within 30 days of completion of all due diligence being completed to the satisfaction of the Buyer; and following approval of the Sale by the Bankruptcy Court, District of Oregon.
4. "Litigation Between the Parties" means that certain litigation in the Circuit Court of the State of Oregon for the County of Grant, Case No. 11-09-273CV.
5. "Equipment" means furniture, fixed machinery and equipment, other fixtures and fittings, movable machinery, trucks and other vehicles, tools and other similar items of tangible personal property that are owned by Seller as of the Closing.
6. "Mining Permits" means all permits applicable to the Buffalo Mine including without limitation all Exploration, Mining, Processing, Hauling, and other permits in the name of the Seller and any individuals and entities associated with the Seller.
7. "Knowledge" of Buyer means the knowledge of any and all officers and directors, managers, and trustees of Buyer. "Knowledge" of Seller means the knowledge of Raymond L. Weilage, and all other officers, directors, managers, agents, brokers or authorized representatives of Seller.
8. "Laws" means all statutes, rules, regulations, ordinances, orders, codes, permits, licenses and agreements with or of federal, state, local and foreign governmental and regulatory authorities and any order, writ, injunction or decree issued by any court, arbitrator or governmental agency or in connection with any judicial, administrative or other non-judicial proceeding (including, without limitation, arbitration or mediation).

9. “Licenses” means registrations, licenses, permits and other consents or approvals of governmental agencies or accreditation organizations.

10. “Transaction” means the sale and purchase of the Buffalo Mine as set forth in this Agreement.

AGREEMENT

1. Incorporation of Recitals. The above recitals are hereby agreed to be true and each of the recitals is incorporated into this Agreement as if fully set forth herein.

2. Assets Purchased. Subject to the terms and conditions set forth in this Agreement, the Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller the following assets:

2.1 The patented mining claims, unpatented mining claims, mining permits, dumps, tailings, and personal property in association with the Buffalo Consolidated Quartz Mining Claim, Boston Quartz Mining Claim , Buffalo Millsite Claim, Buffalo, Cox, and Blue Ribbon and referred to collectively as the “Buffalo Mine” and described more fully in the attached Exhibit 1. Buyer acknowledges that the Cox and Blue Ribbon claims no longer exist but instead are part of the patented mining claims described on the attached Exhibit 1.

2.2 To the extent transferable, all approvals, authorizations, consents, licenses, permits, franchises, tariffs, orders, and other registrations of any federal, state, or local court or other governmental department, commission, board, bureau, agency, or instrumentality held by the Seller and required or appropriate for the conduct of the business of the Seller and all such items granted, received, or to be received on or before the Closing Date.

3. Purchase Price. Consideration in the amount of TWENTY-SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100THS (\$27,500,000 U.S.D.) DOLLARS will be paid by Buyer to Seller as follows: TWENTYMILLION AND NO/100THS (\$20,000,000 U.S.D.) DOLLARS at Closing; and SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100THS (\$7,500,000 U.S.D.) DOLLARS within 6 months after the Closing Date. The balance of \$7,500,000 U.S.D. will bear interest at 3% per annum from the Closing Date. To secure payment of the \$7,500,000 U.S.D., Buyer will execute a promissory note, in the form set out in the attached Exhibit 2 (the "Note"), to be executed and delivered by the Buyer to Seller at Closing.

3.1 As part of this Agreement, and as may be required by the Bankruptcy Court, District of Oregon, the creditors of American Amex, Inc. will be paid first from the proceeds of closing before any of the balance of \$20,000,000 payable at closing is transferred by the closing agent to American Amex, Inc. or Raymond L. Weilage. Those creditors who will be paid from the proceeds at Closing are set out on the attached Exhibit 3.

3.2 Buyer may prepay all or any portion of the unpaid balance of the Purchase Price at any time without penalty or premium. Any prepayments must be applied first to late charges, if any, then to interest, and the balance, if any, will be applied to principal. Any portion of a prepayment to be applied to principal will not excuse or reduce the regularly scheduled installment of principal and interest hereinabove.

3.3 Weilage Consulting Contract. As part of the consideration for the purchase of the Buffalo Mine, Buyer agrees to a three (3) month consulting contract with

Raymond F. Weilage with compensation of \$10,000 U.S.D per month. Raymond F. Weilage will assist Buyer as a private contractor on a part time basis and will not be required to travel. Raymond F. Weilage may designate consulting fees to be deposited in any account of his choice at any bank in the continental United States. The consulting contract begins immediately after the Closing of this Transaction and is payable monthly in advance.

4. Due Diligence. Buyer has already commenced performance of its Due Diligence.

Following the signing of this Agreement by all parties, Buyer shall complete its Due Diligence. Buyer's Due Diligence shall be completed within 60 days from execution of this agreement by all parties. Without limitation this shall include examination and testing of the Property, all documents, permits, Mining Permits, Equipment, Licenses, plans, new assay reports, assets, and all liabilities as well as any and all items relating to the review of the assets of American Amex, Inc. Said Due Diligence must be completed to the satisfaction of Buyer. Seller shall cooperate with Buyer in order to permit Buyer to timely complete Due Diligence. Seller shall not be required to institute any litigation or do any affirmative act, other than payment of the liens described in Exhibit 3 and execution and delivery of documents as required in paragraph 13, below. In the event the transaction does not close, Buyer shall furnish to Seller, without cost to Seller, all results of its Due Diligence investigation, including, but not limited to chemical, geophysical, title and other examinations of the property that is the subject of this agreement. Buyer shall not damage the property in conducting its Due Diligence except as is necessary to extract samples or make appropriate examination, and shall promptly repair any damage caused during said investigations. In the event Buyer decides not to pursue Closing of the

transaction because of Buyer's dissatisfaction with the results of its Due Diligence, for any reason, then and the Litigation Between the Parties shall be deemed resolved *in toto*, without costs or attorney fees and all claims and counterclaims therein dismissed with prejudice.

5. Bankruptcy Court Approval a Condition Precedent to Buyer's Performance. The Closing of the Transaction contemplated in this Agreement is conditioned upon approval of the terms of said Transaction by the U.S. Bankruptcy Court, District of Oregon, overseeing the American Amex, Inc., Chapter 11 bankruptcy proceeding. Should the U.S. Bankruptcy Court, District of Oregon, fail to approve the Transaction then this Agreement shall be null, void, and of no further effect and the Litigation Between the Parties shall be deemed resolved *in toto*, without costs or attorney fees and all claims and counterclaims therein dismissed with prejudice. Furthermore, within 30 days of approval by the Bankruptcy Court, or the date of Closing, whichever occurs earlier, Buyer shall provide Seller, in a form acceptable to Seller, an irrevocable letter of credit from a banking institution authorized to do business in Oregon and with offices in the state of Oregon, United States of America that is issued in compliance with ORS Chapter 75. Provided, however, that if no bank with office in Oregon can produce the letter of credit then Buyer may use any bank authorized to do business in the lower 48 states, so long as the letter of credit issued by said bank is irrevocable. Said letter of credit shall be issued in the sum of TWENTY-SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100THS (\$27,500,000 U.S.D.) DOLLARS and the Seller may have the same honored and paid by the issuer upon presentation of Seller's sworn affidavit that; i) Buyer has not terminated this Agreement because of dissatisfaction with Buyer's Due Diligence and, ii) the period for performance of Due Diligence has expired and Buyer has not

Closed the transaction. Upon presentment of such an affidavit to the issuer, the issuer shall be required to submit TWENTY-SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100THS (\$27,500,000 U.S.D.) DOLLARS to the Closing agent described in paragraph 12, below and the Closing agent shall close the transaction as if Buyer had authorized the same. After Closing of the transaction without necessity of payment by the issuer of the letter of credit and payment by the Buyer of the \$20,000,000.00 U.S.D., the amount of the letter of credit may be reduced to the sum of \$7,500,000.00 U.S.D. and if Buyer fails to pay that sum as required herein and in the note, attached hereto, then the Seller may seek payment from the letter of credit as if the initial payment of \$20,000,000.00 U.S.D. had not been made.

6. Preliminary Title Report. Within 10 days after full execution of this Agreement, Seller will furnish to Buyer a preliminary title report showing the condition of title to the Property, together with copies of all exceptions listed therein (the "Title Report"). Buyer will have 10 days from receipt of the Title Report to review the Title Report and to notify Seller, in writing, of Buyer's disapproval of any special exceptions shown in the Title Report. Those exceptions the Buyer does not object to are referred to below as the "Permitted Exceptions." Zoning ordinances, building restrictions and taxes that are not yet paid for the current tax year will be deemed "Permitted Exceptions." If Buyer notifies Seller in writing of disapproval of any exceptions, Seller will have 15 days after receiving the disapproval notice to either remove the exceptions or provide Buyer with reasonable assurances of the manner in which the exceptions will be removed before the transaction closes (the "Seller Assurance Period"). If Seller does not remove the exceptions or provide Buyer with such assurances, Buyer may terminate this Agreement by written notice to Seller given within 15 days after expiration of the Seller Assurance

Period, in which event this Agreement will be of no further binding effect and the Litigation Between the Parties shall be deemed resolved in *toto*, without costs or attorney fees and all claims and counterclaims therein dismissed with prejudice.

7. Conditions in Favor of Buyer. This agreement is subject to the following conditions which are for the sole benefit of the Buyer. These conditions may be waived only by the Buyer and Buyer's waiver of said conditions is a condition precedent to any payment obligations of Buyer under this Agreement.

7.1 Buyer shall independently verify stockpiles of at least 720,000 tons of tailings and dump ore on the Buffalo Mine site owned by Seller.

7.2 Buyer shall independently verify stockpiles of dump ore of at least 250,000 tons separately at each of the Cox and Blue Ribbon mines and owned by Seller.

7.3 Independent sampling data for the above stockpiled tailings and dump ore at the Buffalo, Cox, Blue Ribbon locations must be verified with at least .44 Oz. per ton (point four four) in Gold content.

7.4 Independent sampling data for the above stockpiled tailings and dump ore at the Buffalo, Cox, Blue Ribbon locations must be verified with at least 11 (eleven) ounces of platinum per ton.

8. Possession. Buyer will be entitled to possession immediately on Closing.

9. Representations and Covenants by Seller.

9.1 Seller warrants that all mining permits and licenses on the patented and unpatented mining claims are presently in good standing and free and clear of all liens

and encumbrances except Permitted Exceptions and will be fully transferable at the time of closing.

9.2 Seller, and its shareholders, officers, and directors agree not to, directly or indirectly, operate, purchase or file claims on any mining property in Grant County Oregon for a period of 5 years from the Closing Date.

10. Covenants of Title. Seller represents and warrants that Seller is the owner of the Property described on the attached Exhibit 1, free of all liens and encumbrances except the Permitted Exceptions.

11. No Brokers. Seller has not employed any broker or finder in connection with the transactions contemplated by this Contract and has taken no other action, which employment or action would give rise to a valid claim against Purchaser for a brokerage commission, finder's fee, or other like payment.

12. Location of Closing. The Closing shall take place at Grant County Land Title, 145 NE Dayton Street, John Day, OR 97845. Each party will pay one-half of the escrow closing fees and one-half of the escrow collection fees.

13. Obligations of Seller at Closing. At the Closing, the Seller and Weilage will deliver to Grant County Land Title, the escrow agent, the following:

13.1 A Warranty Deed conveying the patented mining claims as described on the attached Exhibit 1, a Quitclaim Deed transferring the unpatented mining claims described on the attached Exhibit 1, a Warranty Bill of Sale for the personal property described on the attached Exhibit 1, mining permits, licenses, assignments, properly endorsed certificates of title, and other instruments of transfer, in form and substance reasonably satisfactory to counsel for the Buyer,

necessary to transfer and convey all of the assets comprising the Buffalo Mine to the Buyer;

13.2 Possession of the facilities to be conveyed pursuant to this Agreement; and

13.3 Such other certificates and documents as may be called for by the provisions of this Agreement or are reasonably necessary to effectuate the terms of this Agreement.

14. Title Insurance. Within 15 days after Closing, Seller must furnish Buyer with an owner's policy of title insurance in the amount of the purchase price, insuring Buyer as the owner of the Property subject only to the usual printed exceptions and the Permitted Exceptions.

15. Buyer's Obligations at Closing. At the Closing, the Buyer will deliver to Grant County Land Title the following:

15.1 A cashier's check, certified check, or wire transfer in the amount of \$20,000,000.00 U.S.D.;

15.2 The Note attached as Exhibit 2 executed by Buyer.

GENERAL TERMS

16. Amendment. No modification, amendment, or termination of this Purchase and Sale Agreement will be effective unless it is in writing and signed by Buyer and Seller.

17. Binding Agreement. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

18. Choice of Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Oregon. Any dispute that arises based upon this Agreement will be settled by binding arbitration unless waived by Buyer and Seller. Binding

arbitration will be conducted through the Arbitration Service of Portland pursuant to the procedures and rules promulgated by the Arbitration Service of Portland.

19. Attorney Fees and Costs. The parties agree that if any party breaches any term of this Agreement, any other party shall be entitled to recover from the breaching party any and all attorney fees, costs, and expenses, reasonably incurred in enforcing the terms of this Agreement whether at arbitration, trial or appeal.

20. Merger. This Agreement supersedes all prior or contemporaneous agreements or understandings (whether oral or written), if any, between the Parties with respect to the subject matter of this Agreement.

21. Severability. If any clause or term of this Agreement is deemed to be unenforceable or invalid, the other provisions will be unaffected and will continue in full force and effect.

22. Time is of the Essence. Time is of the essence in the occurrence of all events, the satisfaction of all conditions and the performance of all obligations hereunder.

23. Waiver. Any acceptance by either Party of performance that is inconsistent with the terms and conditions of this Agreement will not constitute waiver or amendment of this Purchase and Sale Agreement unless such waiver or amendment is in writing. Any such written waiver will not be deemed to be a waiver of any subsequent condition or other breach, term, or condition of this Agreement.

24. Maintenance. Buyer will not commit or suffer any waste of the Property and will maintain the Property in as good and safe condition and repair as it existed on the Closing Date until such time as the Note attached as Exhibit 2 is paid in full.

25. Compliance with Laws. Buyer will promptly comply and will cause all other persons to comply with all laws, ordinances, regulations, directions, rules, and other requirements

of all governmental authorities applicable to the use or occupancy of the Property, and in this connection, Buyer will promptly make all required repairs, alterations, and additions. Purchaser may contest in good faith by appropriate proceedings any such requirements and withhold compliance during any such proceeding, including appropriate appeals, as long as Buyer promptly undertakes and diligently pursues such contest and as long as Seller's interest in the Property is not jeopardized and Seller is not subject to any civil or criminal liability on account of such failure to comply.

26. Right of Parties to Terminate.

26.1 This Agreement may be terminated by the Buyer if:

26.1.1 The Seller breaches any of its obligations under this Agreement in any material respect.

26.1.2 The Buyer, after completing Due Diligence, elects not to waive the conditions set out for Buyer's benefit at section 7 above.

26.2 This Agreement may be terminated by the Seller if:

26.2.1 The Buyer breaches any of its obligations under this Agreement in any material respect.

26.3 This Agreement may be terminated by either the Seller or the Buyer, by written notice to the other party, if the Closing fails to occur on or before 10 days after expiration of the Due Diligence Period; however, the right to terminate this Agreement under this Section 26.3 will not be available to any party whose failure to fulfill or perform any obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such date.

27. Effect of Termination. If either the Buyer or the Seller decides to terminate this Agreement pursuant to Section 26.3, such party will promptly give written notice to the

other party to this Agreement of such decision. In the event of a termination of this Agreement, the parties to this Agreement will be released from all liabilities and obligations arising under this Agreement with respect to the matters contemplated by this Agreement, other than for damages arising from a breach of this Agreement.

28. Statutory Warning. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

29. Confidentiality: The information contained in this Agreement is privileged and confidential, and is intended only for the use of the parties hereto. No party to this agreement shall disclose any terms or provisions of this Agreement to any third party except the party's respective legal counsel and accountants or to a court or agency of competent jurisdiction, and then only after being subjected to a valid subpoena requiring the same and giving the other Party notice of the Subpoena and proceeding and the opportunity to contest the disclosure of the material. Any disclosure in violation of this paragraph shall entitle the not-breaching party to obtain damages from the breaching party and injunctive relief, without furnishing bond or undertaking. This Agreement

may be executed in counterparts and shall become effective upon execution by all parties.

The counterparts shall be read together as one single agreement. This paragraph shall survive termination of this Agreement. Furthermore, in the event Buyer does not complete the purchase of the assets that are the subject of this Agreement, the Buyer agrees not to attempt to purchase them itself, through any surrogate, affiliate or subsidiary, through any third party, or to assist any other party in so doing and will not make known to any third party the existence of the assets or any information about them.

30. Jurisdiction, Venue and Arbitration: The parties agree that this agreement shall be governed by the laws of the State of Oregon and that venue for any legal action shall be in the Circuit Court of the State of Oregon for the County of Grant. The parties further agree that any disputes between them shall be settled by arbitration before a single arbitrator, using the rules of commercial arbitration of the Arbitration Association of Portland, Inc. Arbitration shall occur in John Day, Oregon. The parties shall be entitled to conduct discovery in accordance with the Federal Rules of Civil Procedure, subject to limitation by the arbitrator to secure just and efficient resolution of the dispute.

SIGNATURE PAGE

The undersigned hereby attest that they are duly authorized by law to execute this Agreement

SELLER:

BUYER:

/s/

American Amex, Inc.
Raymond F. Weilage, Jr.
President

/s/

Erwin Singh Braich, Trustee of the
Peregrine Trust

Dated: _____, 20____

Dated: _____, 20____

Exhibit 1 to Purchase and Sale Agreement

Patented Mining Claims:

Land in Grant County, Oregon as follows:

Township 8 South, Range 35½ East of the Willamette Meridian:

Sections 14 and 23. The BOSTON QUARTZ MINING CLAIM. Patented and Designated by the Surveyor General as Lot No. 108, as described in the Patent dated September 24, 1883, recorded November 14, 1883 in Book "E", Page 392 Deed Records.

Township 8 South Range 35½ East of the Willamette Meridian:

Section 14: The BUFFALO CONSOLIDATED QUARTZ MINING CLAIM. Patented, consisting of the BUFFALO and MONITOR LODE CLAIMS designated by the Surveyor General as Lot No. 412, as Described in Patent Dated June 3, 1902, recorded October 16, 1902, in Book "U", Page 354 Deed Records.

ALSO the BUFFALO MILL SITE CLAIM, Patented, designated by the Surveyor General as MINERAL SURVEY NO. 822, as described in Patent dated June 18, 1925, recorded July 18, 1925, in Book 36 page 88, Deed Records.

Unpatented Mining Claims located in Grant County, Oregon:

Name:	ORMC No.
Platina No. 3	145809
Platina No. 5	145811
Platina No. 6	145812
Tommy Fraction No. 1 – Rev	Unassigned
Tommy Fraction No. 2 - Rev	Unassigned
Woodrow Wilson Plat – Rev	Unassigned
American Plat	145794
Constitution Plat	145746
Warchester Plat – Rev	Unassigned

Massachusetts Plat	145803
Fitchburg Plat	145799
Defender Plat	145797

Mining Permits:

Personal Property: Dumps and Tailings associated with all patented and unpatented mining claims.

PROMISSORY NOTE

\$7,500,000

John Day, Oregon
September ,2013.

For value received, the undersigned promise to pay in lawful money of the United States to the order of American Amex, Inc. A Nevada Corporation, a Nevada Corporation, the principal sum of \$7,500,000, together with interest on the principal balance at the rate of 3% per annum from the date of this note through the date when this note is fully paid. A single lump sum payment of the total of \$7,500,000 is due within 180 days of the date of this promissory note and, if any amounts are still owing on this note on that date, the undersigned agrees to pay those amounts in full on that date.

This note may be prepaid, in whole or in part, without any additional fee.

Time and strict performance are of the essence of this note. If any payment due pursuant to this note is not made within 10 days of the due date of each payment, then the undersigned will also pay the holder of this note a late fee equal to \$100. In addition, at the option of the holder of this note, the entire indebtedness represented by this note, on 30 days' written notice to the undersigned, will immediately become due and payable and thereafter will bear interest at the rate of 9% per annum. The failure or delay of the holder in exercising this option will not constitute a waiver of the right to exercise the option in the event of a subsequent default or in the event of continuance of any existing default after demand for the performance of the terms of this note.

The undersigned will pay on demand any and all expenses, including reasonable attorney fees, incurred or paid by the holder of this note without suit or action in attempting to collect funds due under this note. If an action is instituted to collect this note, the holder of the note will be entitled to recover, at trial or on appeal, or in any bankruptcy proceeding, any sums that the court may adjudge reasonable as attorney fees, in addition to costs and necessary disbursements.

By signing this note, the undersigned and his successors and assigns waive presentment for payment, notice of dishonor, protest, notice of protest, and diligence in collection, and consent that the time of payment on any part of this note may be extended by the holder without otherwise modifying, altering, releasing, affecting, or limiting their liability.

Erwin Singh Braich, Trustee of the Peregrine
Trust

District of Oregon Claims Register

12-30656-rld11 American Amex, Inc., a Nevada Corporation

Judge: Randall L. Dunn**Chapter:** 11**Office:** Portland**Last Date to file claims:** 06/21/2012**Trustee:****Last Date to file (Govt):**

Creditor: (99687955)
Wells Fargo Bank NA
PO Box 10438
Des Moines, IA 50306-0438

Claim No: 1
Original Filed
Date: 02/13/2012
Original Entered
Date: 02/13/2012

Status:
Filed by: CR
Entered by: Todd N Reynolds
Modified:

Amount claimed: \$4361.11

History:

[Details](#) 1-1 02/13/2012 Claim #1 filed by Wells Fargo Bank NA, Amount claimed: \$4361.11 (Reynolds, Todd)

Description: (1-1) unsecured

Remarks:

Creditor: (99679336) [History](#)
Robert P. Hills, Jr.
c/o James A Coutinho
575 S Third St
Columbus, OH 43215

Claim No: 2
Original Filed
Date: 06/18/2012
Original Entered
Date: 06/19/2012

Status:
Filed by: CR
Entered by: ksw
Modified:

Amount claimed: \$1263580.67

Secured claimed: \$1263580.67

History:

[Details](#) 2-1 06/18/2012 Claim #2 filed by Robert P. Hills, Jr., Amount claimed: \$1263580.67 (ksw)

Description:

Remarks:

Creditor: (99876746)
Sable Palm Development
Attn: Ricky Smith
1802 Shatz Road
Union City, TN 38261

Claim No: 3
Original Filed
Date: 06/20/2012
Original Entered
Date: 06/20/2012

Status:
Filed by: CR
Entered by: THOMAS W STILLEY
Modified:

Amount claimed: \$3493547.95

Secured claimed: \$3493547.95

History:

[Details](#) 3-1 06/20/2012 Claim #3 filed by Sable Palm Development, Amount claimed: \$3493547.95 (STILLEY, THOMAS)

Description:

Remarks:

ATTACHMENT D

Claims Register Summary

Case Name: American Amex, Inc., a Nevada Corporation

Case Number: 12-30656-rld11

Chapter: 11

Date Filed: 02/01/2012

Total Number Of Claims: 3

Total Amount Claimed*	\$4761489.73
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured	\$4757128.62	
Priority		
Administrative		

PACER Service Center			
Transaction Receipt			
11/12/2012 11:52:15			
PACER Login:	rc0903	Client Code:	
Description:	Claims Register	Search Criteria:	12-30656-rld11 Filed or Entered From: 1/1/1990 Filed or Entered To: 11/13/2012
Billable Pages:	1	Cost:	0.10

Land Title Co of Grant County, Inc

145 NE Dayton Street
John Day, OR 97845-1092

Phone: (541) 575-1830 or 575-1529
Fax: (541) 575-0149
E-Mail: tamilandco@centurytel.net

Date: May 9, 2011

Our Order No. 22433

SUPPLEMENTAL NO. ONE PRELIMINARY TITLE REPORT FOR INSURANCE

Coughlin, Leuenberger & Moon, PC
Attention: Martin Leuenberger
PO Box 1026
Baker City, OR 97814

ALTA Owner's Policy Standard

Liability
\$10,000,000.00

Premium
\$15,600.00

Land Title Company of Grant County, Inc., is prepared to issue on request and on recording of the appropriate documents, a policy or policies of Stewart Title Guaranty Company, as applied for, with coverages as indicated, based on this preliminary report that as of **May 2, 2011** at 8:00 A.M. the title to the property described is vested in:

AMERICAN AMEX, INC., A NEVADA CORPORATION, a Nevada corporation

Subject only to the exceptions shown herein and to the terms, conditions and stipulations contained in the policy form. No liability is assumed until a full premium has been paid and a policy is issued.

LEGAL DESCRIPTION:

FOR LEGAL DESCRIPTION SEE EXHIBIT 'A'

READ & APPROVED

 _____

ATTACHMENT E

SCHEDULE B

GENERAL EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

SPECIAL EXCEPTIONS

6. Unpatented mining claims, if any.

☒ Unpaid taxes for 2009-2010:

Levied Amount : \$1121.08
Balance Owning : \$32.70, plus interest and fees, if any
Account No. : 4 8-35V TL700; Ref. 2467

☒ Unpaid taxes for 2010-2011:

Levied Amount : \$1,084.21, plus interest and fees, if any
Account No. : 4 8-35V TL700; Ref. 2467

9. As disclosed by the tax roll the premises herein described have been zoned or classified for forest land use. At any time that said land is disqualified for such use, the property may be subject to additional taxes or penalties and interest.
10. This report does not include a search for financing statements or agricultural services liens which are filed with the Secretary of State and any matters which would be disclosed thereby are expressly excluded from coverage herein.
11. Rights of the public in and to any portion of the herein described premises lying within the boundaries of streets, roads or highways.

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Order Number: 22433

12. Notwithstanding Paragraph 4 of the insuring clauses of the policy or policies to be issued, the policy or policies will not insure against loss arising by reason of any lack of a right of access to and from the land.
13. The reservations, conditions and provisions contained in United States Patent dated September 24, 1883, recorded November 14, 1883, in Book E, page 392 of Deeds.
14. The reservations, conditions and provisions contained in United States Patent dated June 3, 1902, recorded October 16, 1902, in Book U, page 354 of Deeds.
15. The reservations, conditions and provisions contained in United States Patent dated June 18, 1925, recorded July 18, 1925, in Book 36, page 88 of Deeds.
16. The reservations, exceptions, easements, restrictions, regulations and rights to which said mining claim is subject under the terms and provisions of the mining laws of the United States of America and under the terms and provisions of the state, local and district mining laws, rules and regulations.
17. A right of way over said lands for ditches or canals constructed by the authority of the United States, as provided by an Act of Congress approved Aug. 30, 1890, 26 stats. 391.
18. Unpatented tunnel claims and millsite claims, water rights, claims or title to water.
- ~~19.~~ Milling Agreement, including the terms and provisions thereof:
Between : American Amex, an Oregon Corporation
And : Fred Quimby and Stan Quimby
Recorded : March 24, 1992
Instr. No. : 920494
Affects : M.S. 822 Buffalo Millsite
- ~~20.~~ Mortgage, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:
Mortgagor : American Amex, Incorporated, a Nevada corporation
Mortgagee : Sable Palm Development, Inc.
Dated : January 19, 1994
Recorded : March 18, 1994
Instr. No. : 940520
Amount : \$550,000.00
- ~~21.~~ Lease Agreement, including the terms and provisions thereof:
Between : American Amex
And : PF Enterprises, Inc.
Recorded : March 13, 1995
Instr. No. : 950523

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Order Number: 22433

~~22.~~ Mortgage, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Mortgagor : American Amex, Incorporated, a Nevada corporation
Mortgagee : Robert P. Hillis, Jr. and Robert P. Hillis Jr., IRA
Dated : June 6, 1994
Recorded : March 21, 1995
Instr. No. : 950551
Amount : \$335,982.84

~~23.~~ Mortgage, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Mortgagor : American Amex, Inc.
Mortgagee : Ray Weilage
Dated : February 6, 2008
Recorded : February 7, 2008
Instr. No. : 20080346
Amount : \$254,000.00

~~24.~~ Mortgage, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Mortgagor : American Amex, Inc.
Mortgagee : Raymond L. Weilage, Jr.
Dated : February 6, 2008
Recorded : February 7, 2008
Instr. No. : 20080347
Amount : \$3,000,000.00

~~25.~~ Rental Agreement, including the terms and provisions thereof:

Between : Sable Palm Development
And : Golden Isles Company, Gold Nickel Mining LLC and American Amex Inc.
Recorded : May 21, 2008
Instr. No. : 20081198

~~26.~~ Notice Pendency of an Action:

Recorded : August 12, 2008
Instr. No. : 20082045

~~27.~~ Mortgage, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Mortgagor : American Amex, Inc., a Nevada corporation
Mortgagee : Ray Weilage
Dated : January 7, 2008
Recorded : September 5, 2008
Instr. No. : 20082312
Amount : \$254,000.00

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Order Number: 22433

~~28.~~ Mortgage, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Mortgagor : American Amex, Inc., a Nevada corporation
Mortgagee : Raymond L. Weilage, Jr.
Dated : January 8, 2008
Recorded : September 5, 2008
Instr. No. : 20082313
Amount : \$3,000,000.00

~~29.~~ Secured Debenture, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Payor : American Amex, Inc., a Georgia corporation
Payee : Sable Palm Development
Dated : August 23, 1993
Recorded : November 6, 2008
Instr. No. : 20082795
Amount : \$550,000.00

~~30.~~ Assignment of Secured Debenture, including the terms and provisions thereof:

Assignor : Sable Palm Development
Assignee : American Amex, Incorporated
Recorded : November 6, 2008
Instr. No. : 20082796

~~31.~~ Terms and conditions as set forth in General Judgment in Circuit Court for the County of Grant:

Entered : June 22, 2009
Case No. : 08-08-211 CV
Recorded : September 11, 2009
Instr. No. : 20091973
Petitioner : Raymond L. Weilage and American Amex, Inc., a Nevada Corporation
Respondent : Ricky G. Smith, aka R. L. Smith, Janice Cone, aka J. M. Cone, American Amex, Inc., a Nevada Corporation, American Amex Incorporated, a Georgia Corporation, Golden Isles Company, an Idaho Corporation, Gold Nickel Mining, LLC, an Idaho Limited Liability Company, and Sable Palm Development, a Corporation of the Turks and Caicos Islands, British West Indies

~~32.~~ We will require a certified copy of the resolution passed by the Board of Directors of AMERICAN AMEX, INC., A NEVADA CORPORATION, a Nevada corporation, authorizing the forthcoming conveyance or encumbrance by the corporation, and the minutes of the shareholder's meeting in which the resolution was passed, to be furnished prior to closing, and such other minutes or affidavits, necessary for compliance with the by-laws of said corporation. A copy of said by-laws must also be furnished for examination prior to closing. We will require the signature of two corporate officers on all documents.

NOTE: The Oregon Corporation Commission disclosed that, as of July 22, 2009, AMERICAN AMEX, INC., A NEVADA CORPORATION, a Nevada corporation, is an active Foreign Business Corporation:

Filed : August 11, 2008
President : Raymond Weilage
Secretary : Raymond Weilage

Page 6
Order Number: 22433

33. Terms and provisions of the Operating Agreement of BUFFALO MINE PARTNERS, LLC, A NEVADA LIMITED LIABILITY COMPANY. We will require for review, prior to closing, the following: (1) A copy of the Article of Organization and the Certificate of Existence/Certificate of Authorization, (2) current list of names of the L.L.C. members, (3) copy of the Operating Agreement together with a verified certification that the Operating Agreement presented is a true and correct copy of the Agreement now in effect, and (4) a copy of the minutes of the meeting by members wherein the forthcoming conveyance/encumbrance was approved.

34. The legal description in this report is based on information provided by the parties or their representative. The parties to the forthcoming transaction must notify the title company prior to closing if the description does not conform to their expectations.

NOTE: This report is for the exclusive use of the parties to the transaction and is preliminary to the issuance of a title insurance policy and shall become void unless a policy is issued and the full premium paid. In the event this transaction fails to close the Company shall make a reasonable charge, not less than \$200.00 for the cancellation of this order pursuant to the filed rate schedule of the Company.

LAND TITLE COMPANY OF GRANT COUNTY, INC.

BY: *S. Smothers*
Steve Smothers, Title Officer

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Order Number: 22433

EXHIBIT A

Land in Grant County, Oregon, as follows:

Township 8 South, Range 35 1/2 East of the Willamette Meridian:

Sections 14 and 23: The BOSTON QUARTZ MINING CLAIM, Patented, designated by the Surveyor General as Lot No. 107, as described in Patent dated September 24, 1883, recorded November 14, 1883, in Book "E", page 392, Deed Records.

Township 8 South, Range 35 1/2 East of the Willamette Meridian:

Section 14: The BUFFALO CONSOLIDATED QUARTZ MINING CLAIM, Patented, consisting of the BUFFALO and MONITOR LODE CLAIMS, designated by the Surveyor General as Lot No. 412, as described in Patent dated June 3, 1902, recorded October 16, 1902, in Book "U", page 354 Deed Records.

ALSO, the BUFFALO MILL SITE CLAIM, Patented, designated by the Surveyor General as MINERAL SURVEY NO. 822, as described in Patent dated June 18, 1925, recorded July 18, 1925, in Book 36, page 88, Deed Records.

(Tax Acct. 4 8-35V TL700; Ref. 2467)

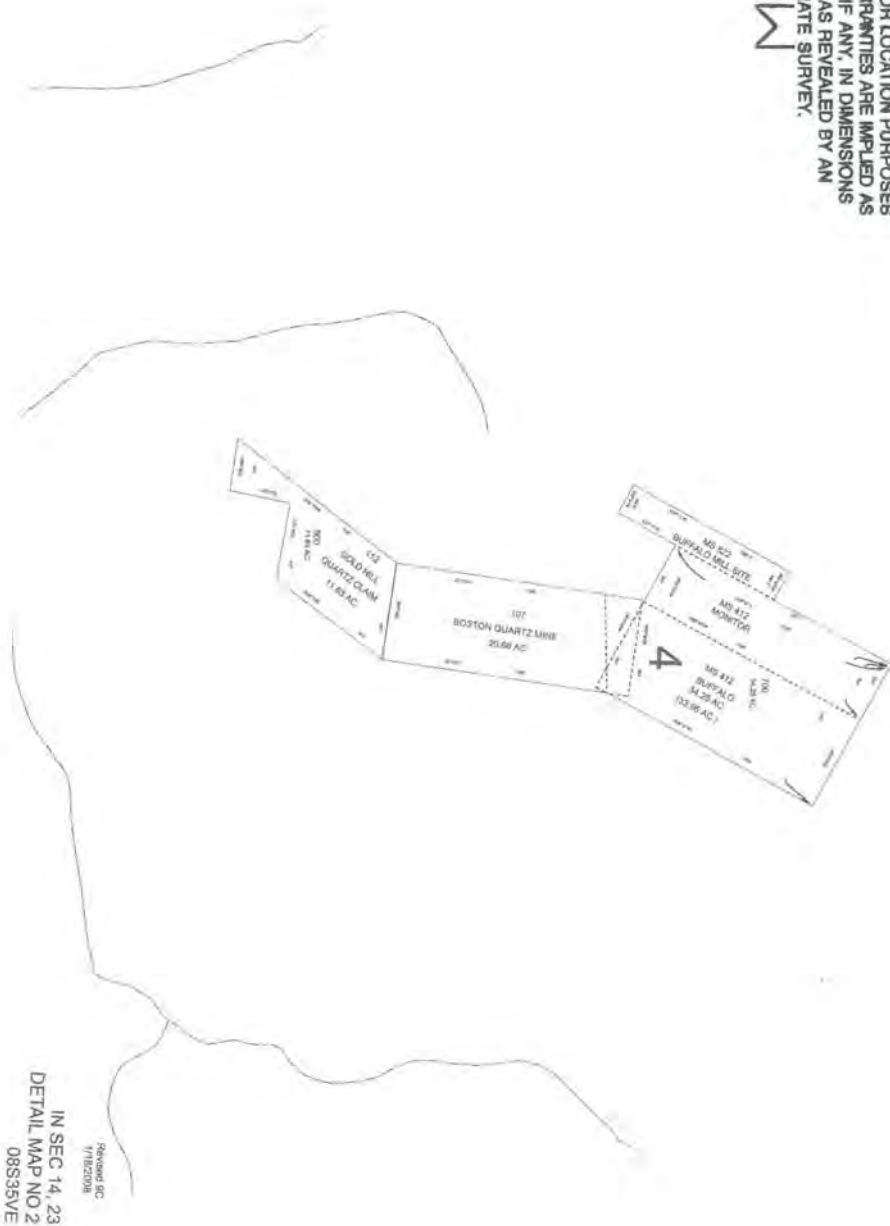
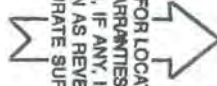
THIS MAP WAS PREPARED FOR
ASSISTANT TOWN CLERK



DETAIL MAP NO. 2
T8S, R.35E, W.M.
GRANT COUNTY
1" = 400'

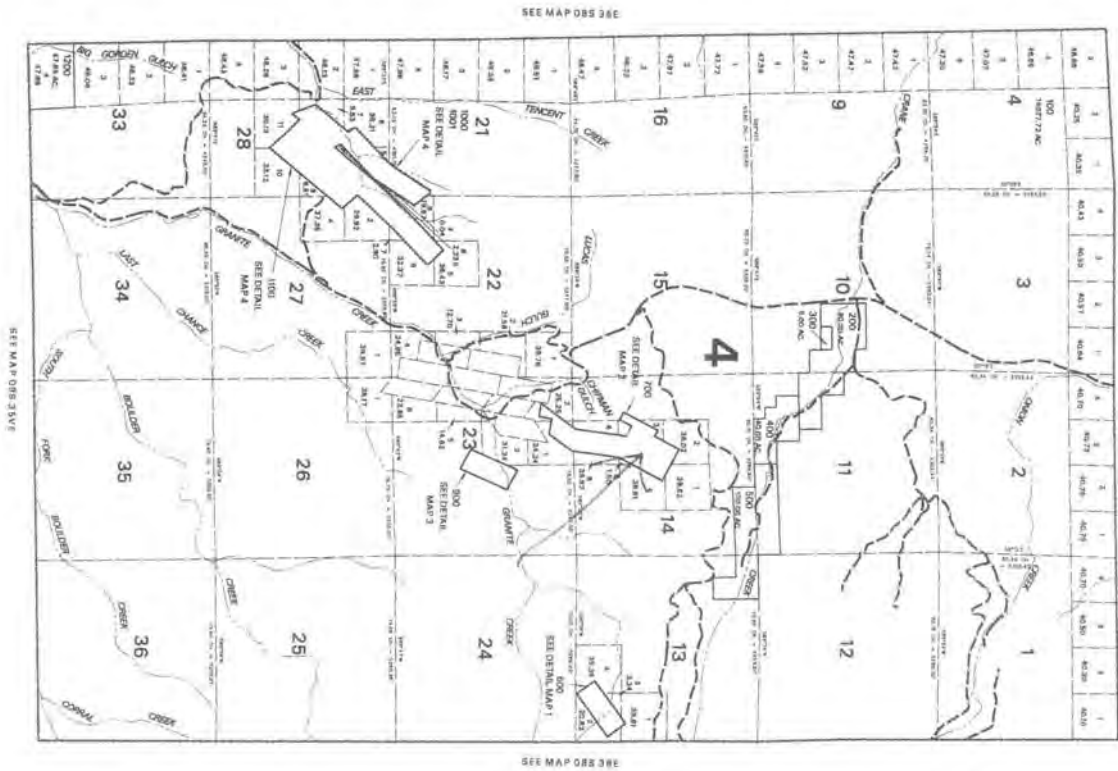
08S35VE
DETAIL MAP NO. 2
IN SEC 14, 23
08S35VE

THIS SKETCH IS FOR LOCATION PURPOSES
ONLY, AND NO WARRANTIES ARE IMPLIED AS
TO VARIATIONS, IF ANY, IN DIMENSIONS
OR LOCATION AS REVEALED BY AN
ACCURATE SURVEY.



IN SEC 14, 23
DETAIL MAP NO. 2
08S35VE

T.085. R.35 1/2E. W.M.
GRANT COUNTY
1"=2000'
SEE MAP 075.35VE



08S 35VE

THIS SKETCH IS FOR LOCATION PURPOSES ONLY, AND NO WARRANTIES ARE IMPLIED AS TO VARIATIONS, IF ANY, IN DIMENSIONS OR LOCATION AS REVEALED BY AN ACCURATE SURVEY.

REVISED: CS
06/23/05
085 35VE

**AMERICA
AMEX, INC.,
A NEVADA CORPORATION**

Buffalo Mine

**Due Diligence
Reserve Report
And
History**

**3 Dunwoody Park, Suite 103
Atlanta, GA 30338
Contact: Ray Weilage 678-781.5238
Cell – 770-855.7495
Rweilage@gmail.com**

EXHIBIT G

INDEX OF INFORMATION

- 1. Buffalo Mine Summary**
- 2. Location and lode claim map**
- 3. Valuation of the Buffalo Mine by Madison-Ross Holding – a complete report dated 2004 and up dated 2007 & 2009**
- 4. Buffalo Mine Reserve Report – Fair Market Value**
- 5. CRT Corporation letter of confirmation of the Madison Ross Holding report.**
- 6. Max P. Arnold & Associates MAI Appraisal**
- 7. 2007 Black-Scholes Model valuation of the Buffalo Mine**
- 8. Union Pacific Railroad Evaluation Report with certified Assays – Report shows that at full capacity, sufficient ore remains above the 600' level to operate the mine for 10 yrs**
- 9. Veatch Mining Valuation of the Buffalo Mine**
- 10. Department of Geology and Mineral Industries Lode Claims in Grant County, Oregon – a History of the Buffalo Mine**
- 11. Report on the Buffalo Mine for Lloyds Bank**
- 12. Summary of All Reports – Fair Market Value as of 12/03/09**
- 13. Estimate of Value per ton by Advanced Applications Group (AAG) – Results of AAG's testing, technology development and sales to Johnson Matthew showing that Precious Metals averaging \$20,000 pre ton in value are achievable at the Buffalo Mine**
- 14. Executive Summary**
- 15. Directions to the Buffalo Mine**
- 16. 2009 Financial Statement of American Amex, Inc., a Nevada Corporation**
- 17. Corporate Status –Nevada & Oregon**
- 18. Operating Permit Renewal from DOGAMI**
- 19. Title showing ownership – American Amex, Inc., a Nevada Corporation**
- 20. Letter from the President/Owner of American Amex, Inc., a Nevada Corporation**

AMERICAN AMEX, INC., A NEVADA CORPORATION**BUFFALO MINE**

The Buffalo Mine is on patented property and owned in fee by American Amex, Inc., A Nevada Corporation (AAIANC).

- U.S. government is issuing no new Patented Claims.
- Cox and Blue Ribbon Mines are on property leased by AAIANC from Bureau of Land Management (BLM).
- Approximately 900,000 tons of aboveground tailings and dump ore on these three Mines.
- Current assays of precious metals in aboveground tailings and dump ore:

Metal	Amount per Ton
Gold (Au)	0.62 oz / ton
Silver (Ag)	0.20 oz / ton
Platinum (Pt)	0.33 oz / ton
Palladium (Pd)	0.14 oz / ton
Rhodium (Rh)	0.44 oz / ton

More than 60 (old) analyses show same Au and Ag results. The mountain does not change!

- Fair Market Value, based on Kitco® Daily Reporter September 1, 2009, \$1,400 per ton. 900,000 tons x \$1,400 = \$1.2 Billion. This value based on equipment and technology conventionally used in the mining business.
- Values as high as \$20,000 per ton now being realized with new technology that de-masks the ore, taking out those elements such as Iron (Fe) and Titanium (Ti) that can reduce the amount of recoverable ore in conventional recovery methods. Based on these new technologies, 900,000 tons x \$20,000 = \$18 Billion.
- Buffalo Mine property has been reviewed by many recognized companies. 300-page report and CD is available for review for those with serious interest in the Mine.
- All permits to Buffalo Mine aboveground and belowground are in place and current from Oregon Department of Geology and Mineral Industries (DOGAMI), Grant County Oregon, and U.S. Forest Service.
- AAIANC can transfer clear title to the patented fee property, and BLM property (Cox and Blue Ribbon Mines) can be transferred to new owner.
- Existing permits allow processing of 150-tons per day.
- Underground ore has been mined down to the 600-foot level. 10,000 feet of workings are shown on maps. Core drilling done by Union Pacific Railroad, former owner of Buffalo Mine, showed reserves of 574,295 tons. No studies below 600 feet, but based on history, values increase with depth.

BUFFALO MINE--(cont.)

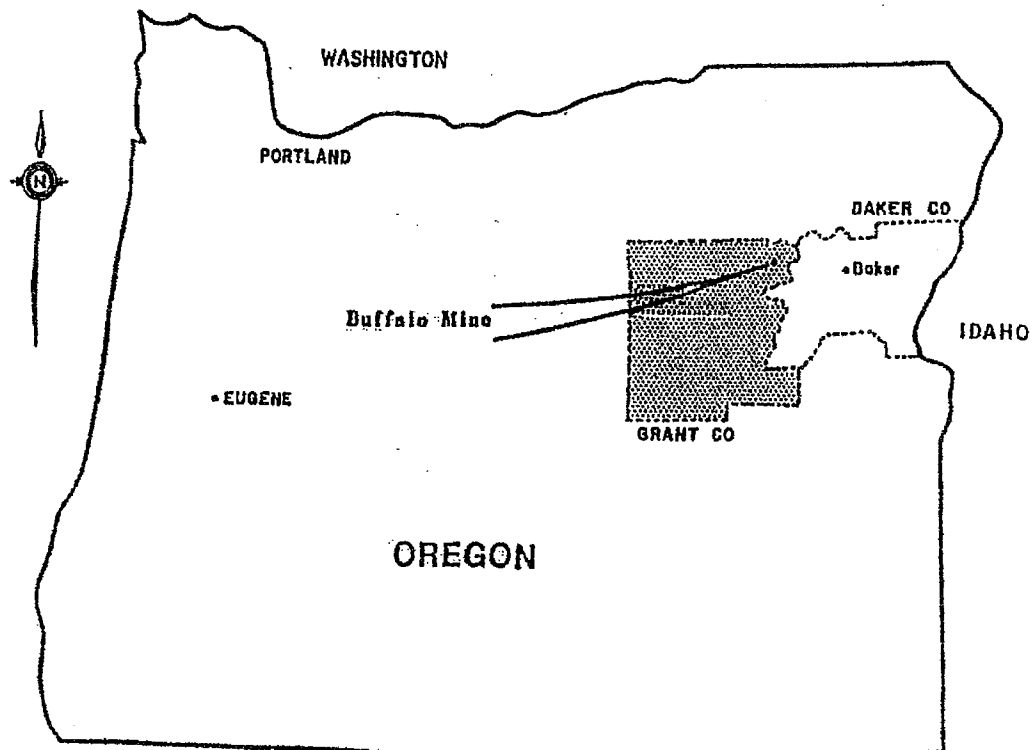
- Based on core drillings, history of ore taken out of the Buffalo Mine averaged:

Metal	Amount per Ton
Gold (Au)	1.54 oz / ton
Silver (Ag)	5.0 oz / ton
Platinum (Pt)	1.0 oz / ton
Palladium (Pd)	2.0 oz / ton
Rhodium (Rh)	0.44 oz / ton

- Samples have contained as much as 16.28 ounces of Gold per ton across an 18 inch vein width, whereas the average ore mined assayed 1.545 ounces of Gold per ton (Buffalo Mine Report: Table 6, page 25).¹
- Valuation report dated January 2004 shows precious metals' of aboveground and belowground reserves valued at \$1.2 Billion. In December 2007, a report showed a value then of \$3.8 Billion. In October 2008, CRT Corp. Mining Labs confirmed earlier report and the \$3.8 Billion value.
- Property includes two-bedroom home, laboratory building, and two machine sheds. Power provided by a large 150 kW generator.
- While there is little information on the Blue Ribbon and Cox Mines, they are both on the other side of the mountain from the Buffalo Mine and are on the same vein structure. These Mines have large dump areas that have not been measured, but appear to be as large as those at the Buffalo Mine. These Mines were "high-graded" as there was no mill on the site. The dump material is also high-grade.

The **Buffalo Mine** has **proven mineralization** and past demonstrated method of **efficient gold processing** and recovery. All **mining permits** are in place. **Infrastructure** already established. Much of the property is **patented claims** issued by the U.S. Government. AAIANC owns both the land and the minerals. **No New Patented Claims Being Issued.** Good **highway** access. Current assays show values of **Au, Ag, Pt, Pd, and Rh** in the tailings ore to be **at least \$1,400 per ton** and perhaps as **high as \$20,000** per ton. Because it is **aboveground**, the recovery cost is small. Based on known amounts of aboveground ore tonnage and core drillings of the underground reserves, and using 150 tons per day as the amount processed and refined, the **Buffalo Mine could operate for 27 years.** As the owners of AAIANC have the only operating permits on the mountain, there are **opportunities** for either **purchasing or joint venturing with other properties** in the area.

¹ George Koch, Jr., Professor of Geology Oregon State College, State of Oregon Department of Geology and Mineral Industries.



PROPERTY LOCATION

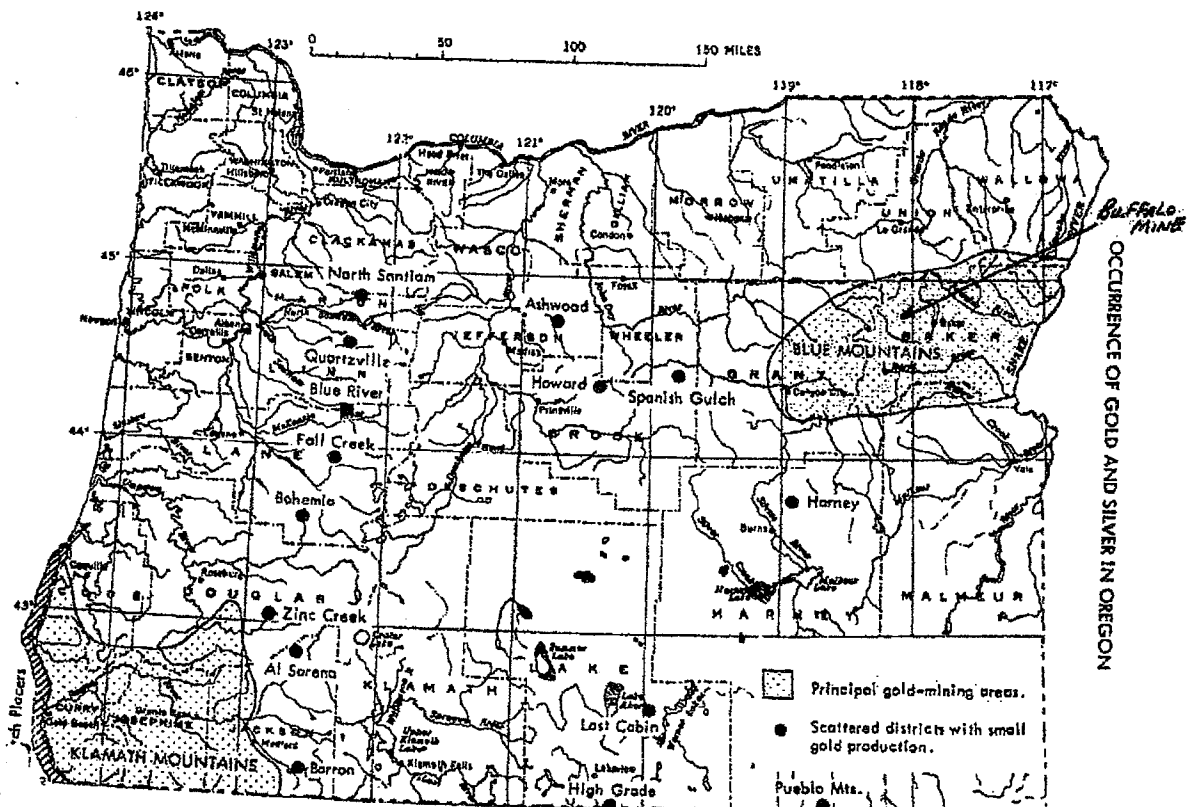
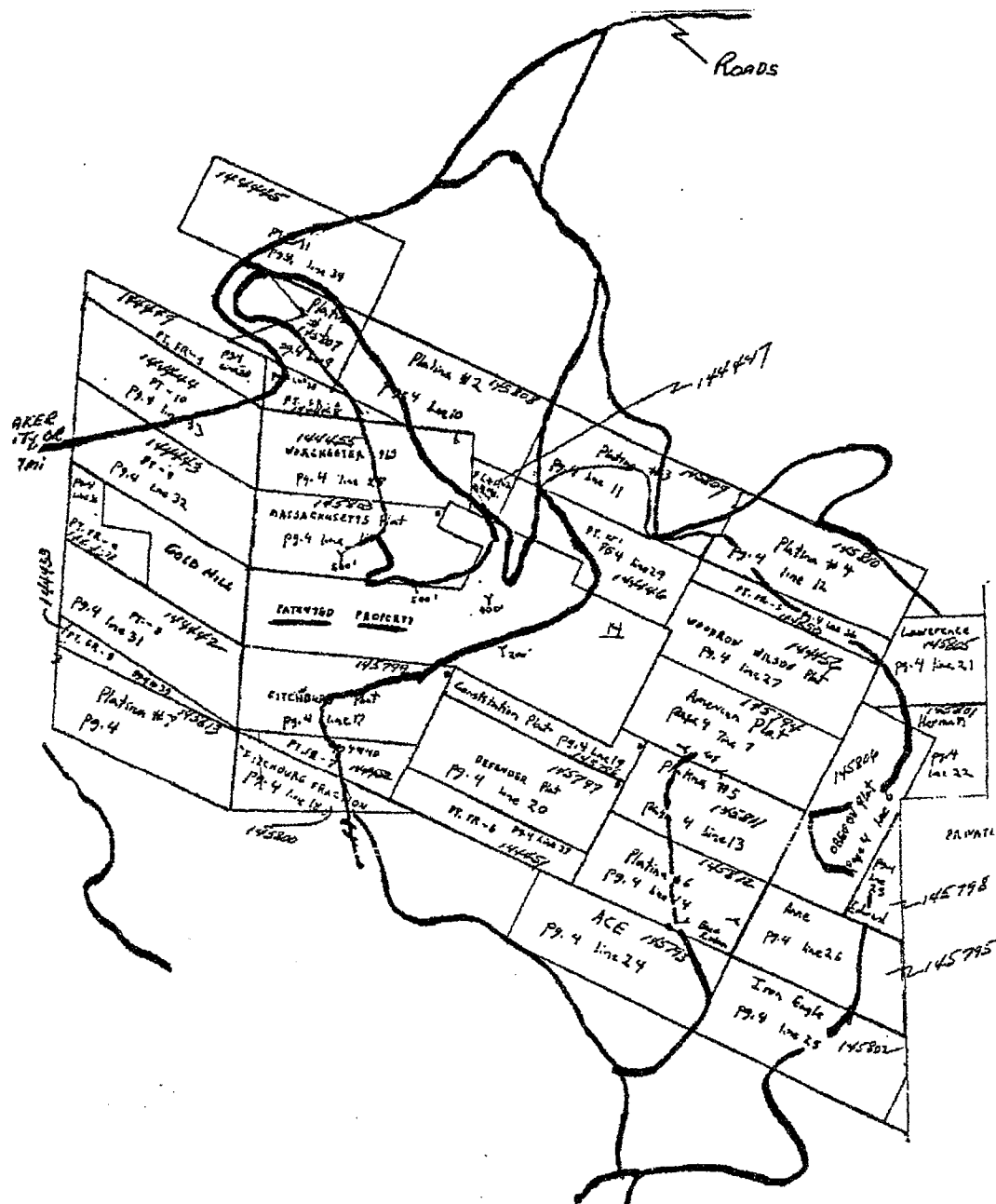


Figure 7. Index map showing distribution of gold-producing areas in Oregon.



**VALUATION OF THE BUFFALO MINE
PRECIOUS METALS PROJECT**

**WESTERN UNITED STATES
GRANT COUNTY
STATE OF OREGON
Sec. 14, T 8 S, R 351/2 E**

Prepared for

**AMERICAN AMEX, INC.
&
TYREL HOLDING CORP.**

DATE: 20 January 2004

MRH

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1 GENERAL INFORMATION

Madison-Ross Holding, LLC (MRH) was commissioned as retained consultants to the American Amex, Inc., Buffalo Gold project in Grant County, Oregon combined open pit and underground gold project.

In detail the work included:

- Initial estimation of mining and other costs for input into Whittle pit optimization software based on previously obtained data in various reports as noted;
- Estimation of mincable reserves in-ground and open pit design;
- Open pit plant specification and wet concentrate mill design;
- Detailed capital and operating cost estimates;
- Underground mine design and costing.

During the second phase, MRH also undertook the following:

- Preparation of tender documents for purchase of open pit plant (\$25M), evaluation of those tenders and recommendations to the client;
- Sourcing of various types of equipment from international suppliers;
- Design of various components of the mine infrastructure.

As part of the commission MRH was to prepare a valuation of the precious metals deposits in the Buffalo Mine Granite Quadrangle District.

MRH has previously conducted studies of mining permits and exploration leases for Tyrel Holding Corp. The first of these studies was made in September 2002 and consisted of a status of the tenement, location, geology, exploration chronology, mineralisation and future exploration plans. The second study, May 2003 provided a valuation of the Buffalo Mine Project, based on the 1993 mining plan.

The third, November 2003, provided an updated valuation based on the September 2002 report and May 2003 valuation, but was updated to include the revised mining plan submitted to regulatory authorities for approval and subsequent analytical work was performed by a commercial laboratory facility on drilling samples. This valuation also differed from that of May 2003 due to strengthening of precious metals markets and improved long term demand forecasts.

MRH also notes that with the project being located in the United States, that potential investors in the project could be non-U.S. citizens and subject to currency fluctuation. The precious metals prices are subject to US Dollar variations therefore the issue of exchange rates needs to be approached with caution. For instance, capital costs, labor and fuel costs,

American Amex, Inc.

Buffalo Mine Project
Valuation Study

and fuel costs, all major elements are costed in U.S. Dollars, sales are in US Dollars and profits could be repatriated to a foreign country subject to extreme currency fluctuation.

The September 2002 study was noted as being based on reports by:

STATE OF OREGON. DEPARTMENT OF GEOLOGY AND MINERAL INDUSTRIES REPORT OF LODE MINES OF THE CENTRAL PART OF THE GRANITE MINE DISTRICT. GRANT COUNTY, OREGON
by George Kock, Jr., Professor of Geology, Oregon State College.

SUMMARY REPORT ON THE GEOLOGY AND RESERVES OF THE BUFFALO MINE from DNI Holdings, Inc.
by O. J. Roman, Littleton, Co., Registered Professional Geologist, State of Oregon.

REPORT ON THE BUFFALO MINE FOR LLOYDS BANK
by O. J. Roman, Littleton, Co., Registered Professional Geologist, State of Oregon.

GREAT AMERICAN GOLD CORPORATION EXPLORATION PROGRAM ON THE BUFFALO MINE PROPERTY
by J. L. Werle, M.S. and N. C. Croome, P. Eng.

EVALUATION REPORT OF THE BUFFALO MINE, UNION PACIFIC RAILROAD COMPANY, NATURAL RESOURCES DIVISION
by Keith Jones and Ronald Karvinen.

THE BUFFALO MINE REPORT
by Leonard Thompson, Northwest Scientific Inc.

The conclusions of those reports were accepted by MRH based on the reputations of the authors but without recourse to the base data upon which the conclusions were developed.

As a direct result enquires were made and extensive sample assays of the Buffalo Mine were obtained. This has enabled our independent analysis and review of the Buffalo Mine findings, which slightly alters our views from their previously accepted findings. The effect of these reviews has been that the resource estimates contained herein meet or exceed previous findings.

The major author of this valuation is a seasoned mining consultant and is a competent person in the field of "Geology" and "Management" and has extensive experience in precious metals exploration, mining, processing, and marketing in North America. He has visited the area covered by this report while conducting and supervising exploration and development work for another client.

Neither the authors nor any employee or associate of MRH have any financial interest or equity in the project, and payment for this work is not dependant upon the subsequent sale or development of this project for the client's financial gain.



2 SUMMARY

A. Location and Resources

The Buffalo Mine deposits are located on the northwestern region of the United States about five miles northeast of the town of Granite, Grant County, Oregon near Granite Creek, in the Granite mining district.

This mining district is situated within a precious metals belt 30-40 miles wide (N—S) and 100 miles long (E—W); coincident with the core of the Blue Mountains, along the Snake River. The eastern half of the district is in the Wallowa—Whitman National Forest, and the western half is in the Umatillo National Forest. The district lies within the outline of the Blue Mountains.

The area of interest is located on the rugged and heavily-timbered Elkhorn Ridge, which is part of the Blue Mountains, between the 5,700 to 6,400 foot elevations (Fig. 2). Access to the Buffalo Mine is by paved road for 41 miles from the town of Baker City via Sumpter, which is 24 miles from Baker City over an all-weather road.

The Buffalo Mine is the largest mine in the Granite Quadrangle. Intermittent exploration activities have been undertaken in this area since its development started in the mid-1880s; production records exist from 1903. Since 1903, the Mine has been almost continuously in production, with varying Levels of activity. In recent years, efforts were confined to exploration and development of the veins to greater depths and the processing of 150,000 tons of tailings ore that had been accumulated in fields since the mine began operations.

In December 1990, American Amex, Inc., a holding company incorporated in the State of Georgia, purchased the Buffalo Mine. American Amex then started an extensive development program to upgrade the equipment, roads, tunnels, buildings and laboratory, in October 1993, American Amex merged into American Amex, Inc., a Nevada corporation.

On December 30, 1993, The United States Department of Agriculture and the State of Oregon approved a Plan of Operation for the Buffalo Mine. Processing of the tailings ore started in the summer of 1995 and remains an active operation today. A revised Mine Plan of Operation was submitted in November of 2003 and subsequently approved in December of 2003.

As detailed later in this report we conclude that the area contains an Inferred Resource of 817 million tons of high grade ore with an average precious metals content of 0.25 ounces of gold per ton and 8.0 ounces of silver per ton in an open pit operation. This Inferred Resource has been determined using a cut off grade of 4% content.

American Amex, Inc.

Buffalo Mine Project
Valuation Study

The following pictures indicate the location of the Buffalo Mine:

American Amex, Inc.
Buffalo Mine, Grant Count, OR
Sec. 14, T 8 S, R 35 1/2 E

Satellite Photo: 5.7 x 7.5 miles
Scale: 1:50,000
Lat: N 44 51.995 Long: W 118 23.299



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B. Valuation of Methods and Results**1. Methods**

MRH considers that there are two valuation methods suitable for valuing the Buffalo Mine Project. The first of these is based on the in situ value of the minerals in the ground using values recognized by major international owners and operators of mines and processing plants in the industry. The second is through calculation of Net Present Value (NPV), derived from financial modeling using estimated operating and capital costs and financing modeling inputs.

The client has nominated that MRH's valuation should be for a mining and processing operation through a wet mill producing a concentrate suitable for further processing at a refinery by others. Our evaluation is based on this convention.

The in situ method is one employed by two large multinational precious metals mining producers and values the economic precious metals in the ground at dollars per ton of precious metals.

1. Valuation Note

We note that the financial model valuation is based on conservative inputs and methodology such as using 100% equity rather than some gearing through debt vehicles. We are encouraged that the two methods provide valuations well within the same order of magnitude.

If an optimised cut off grade were adopted it is certain that the in situ valuation would rise while the NPV valuation would fall.

It has been pointed out to us that there have been several precious metals mines throughout the world changing hands, which places a higher market value on precious metals mines that should be considered. In most cases these developments have changed hands at values considerably higher than the in situ valuation prescribed above. The values have been closer to the NPV valuation we have determined herein.

We recognize several reasons that historical prices paid within the United States are higher than the prices expected by the international producers.

We are confident that the value of the Buffalo Mine project is bracketed in the range of \$144 million to \$577 million based on the historical prices of precious metals and our valuation methods. We endorse a mid value of US\$300 million as the most likely fair value of the project at this stage of development.

3 MINERAL RESOURCE CLASSIFICATION

In developing the in situ resource estimates MRH has taken due consideration of drill hole spacing and the location of the drill holes relative to topography, drainage streams, and soil content. Assay information from the Union Pacific Railroad report and the drill holes were assessed of which 242 soil samples were judged to contain suitable resource materials. Some drill data was disregarded due to either precious metals grades being too low or slimes content too high.

Precious metals mineral cut off grades of 2 and 4 percent were considered as was a maximum slimes content of 25 percent. Individual slimes assays of between 25 and 40 percent were considered and included on a case by case basis depending on their either carrying very high mineralisation and being able to be combined with lower slimes from adjacent assays.

This geological assessment lends good weight to the purely statistical findings from which the resource was determined.

Based on this information a resource of 1,074,000 tons containing 1.545 oz/ton Au, 8.93 oz/ton Ag, 1.2oz/ton Pt and 2.0 oz/ton Pd was determined.

However, the Inferred Resource reported herein is determined to be 817 million tons containing precious metals when the cut off grade of 4% is used. Details of this Inferred Resource are shown as follows:

Based on an open pit operation where mineralization structure indicates significant values encompassing an area of 600 acres, the ore weighs 1 ton/sq. yard which would equate to 4,840 ton per acre. Total tonnage to the 900 ft. level would be 817,200,000. Assuming gold content of at least 0.25 ounces per ton and negating all other precious metals the following chart was compiled:

RESOURCE AREA	TONS ORE	GRADE IN % PM Recovery Au	OUNCES Au
Vein 1, 2, 3	551.73 million	0.25	137.3 million
Vein 4	119.74 million	0.25	29.93 million
Vein 5	145.50 million	0.25	36.37 million
Unexplored Area	Unknown	Unknown	Unknown
Total	817 million	.75	203.60 million

At \$300 per ounce gold, the open pit scenario is compelling and deserves further exploration as noted by O.J. Roman in the Lloyds Bank Report.

4 AREA DRILLING

Details of the areas explored and their relationship to one another and to other land features is shown in the map found in the appendix.

5 INFORMATION SOURCES

5.1 Product Value Calculations

The value of the recoverable precious metals is based on current metals prices FOB mine site. Prices have firmed up since May 2003 and have shown a marked increase in the price of gold, platinum, silver, and palladium.

The prices used in this report represent January 2004 prices. Price information was obtained from the London Bullion Exchange and private discussions with two buyers of precious metals concentrates.

The prices of precious metals used throughout this report are as follows, and reflect current concentrate contract prices at a substantial discount to market to air on the conservative side.

Product	\$/ounce
Gold (Au)	350.00
Silver (Ag)	4.50
Platinum (Pt)	600.00
Palladium (Pd)	190.00

The values of the metals used in the table above have increased since our May 2003 study due to market demand.

Since our valuation is based on marketing a wet mill concentrate it is necessary that we consider a suitable discount from Dore mill products to apply to find the concentrate value. In MRH's May 2003 study we have used our financial model to determine similar levels of financial return at the wet mill concentrate and Dore mill stages and judged that the Dore prices should be discounted by 30% to find reasonable wet mill concentrate prices. This discount has been retained.

This results in a weighted average price for wet mill concentrate of \$286.13 per ounce being utilized for this study.

5.2 Recovery of The Valuable Precious Metals

Recovery of the precious metals is based on the following data and calculations:

- Tons of high grade ore using a 4.0% cut off grade 574,200
- Tons of high grade ore (.63 At weight percent precious metal: in place. 500,000
- Recovery factors – recovery of the precious metals, ie. Gold, silver, platinum, and palladium is based on an existing precious metals operation which is currently mining and processing a similar tonnage ore with similar percentages of contained precious metals.

6 DESCRIPTION OF THE MINING AND PROCESSING OPERATIONS

The majority of existing precious metals operations are fully integrated from mining through to the production of final economic metals concentrates, Dore, or pure metal.

In this study, the client has nominated the following conditions:

- American Amex, Inc. is the owner of the in-ground assets.
- A mining contractor will be responsible for all of the mining and rehabilitation activities and will deliver the ore to the mine owner's feed preparation and wet mill plant.
- The mining contractor will be responsible for supplying all of the mobile equipment for dry mining, the screening and slurring facility in the pit, and the pumps and hoses or pipeline to deliver the ore sands to the feed preparation and wet gravity concentration plant (wet mill). The mining contractor will provide the capital for all of the mining activities and facilities through to delivery of the ore to the wet mill.
- The mining contractor will recover all of these direct costs plus his capital costs in the toll price per ton, which he will charge the mine owner.
- The mining contractor will be responsible for all rehabilitation and will use the tailings from the wet mill for backfill of the mined-out areas and final grading and rehabilitation.

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- The mine owner will own and operate the feed preparation plant and wet gravity separation mill and be responsible for all capital and operating costs for those facilities.
- Tailings from the wet mill will be pumped back to stockpiles in the mined-out areas for grading and rehabilitation by the mining contractor.
- The wet mill tailing line, pumps, and sump will be owned and operated by the mine owner.
- The mine owner will sell the wet mill concentrate to others who will then process this concentrate in a dry mill and refinery to produce the precious metals: gold, silver, platinum, and palladium. The wet mill concentrate will be sold FOB the wet mill.

7 VALUE OF PRECIOUS METALS DEPOSITS – IN SITU METHOD

One of the methods used by the two large multinational companies, Kerr McGee and E.I. Dupont, to value an undeveloped precious metals project or deposit is to place a value per ton of precious metals in the ground.

This method requires sufficient drilling, analytical, mineralogical, and basic metallurgical data to define an inferred resource.

The data on the Buffalo Mine deposit is sufficient to meet the basic requirements for this type of estimate, however, an extensive exploration program needs to be undertaken.

Those portions of the deposit which have been drilled on a reasonable exploration grid indicates that the deposits contain 574,259 tons of high grade ore. This yields some 6.7 million ounces of precious metals, as shown below:

METALS	Ounces OF Precious Metals/Ton	IN SITU TON	RECOVERY %	RECOVERED OUNCES
Au	1.545	574,259	92.5	820,688
Ag	8.0	574,259	92.5	4,249,516
Pt	1.2	574,259	92.5	637,427
Pd	2.0	574,259	92.5	1,062,379
Precious Metals	12.74	574,259	92.5	6,770,010

On the basis of these values and excluding the dumps and tailings, the Buffalo Mine project



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project is valued at some \$191.569 million. This is considered the approximate present value of what a knowledgeable integrated precious metals mining company would be willing to pay for a partially developed project in a remote location lacking infrastructure and where the political and economical risks are considered acceptable.

Notwithstanding the value used by the two international companies noted above, MRH acknowledges that higher values have been in recent vogue throughout the world.

We also note other recent experiences for the valuing of precious metals opportunities that report prices in the order of 20% and more per precious metals ounce.

MRH ascribes these values as containing a premium for U.S. share market expectations that are greater than international historical experience would justify. There are two major reasons for this.

In some cases the buyer has been an established company wishing to purchase additional resources to extend the life of plants with dwindling raw materials. These circumstances considerably raise the value of individual resources. Our experience also shows a considerable tendency for local markets to sometimes bid share prices upwards on the rumour and expectation and downwards on the reality and fact.

However, we note that our valuation should recognize to an extent the exigencies of the present share market in which Precious Metals Commodities are listed. On this basis we recognize that our in situ rate is presently conservative in the U.S. context.

We judge that the present local context justifies a market premium of 50 percent or more on the more conservative international experience when the valuation is for purposes of dealings between two U.S. companies. We revert to our more conservative valuation when the purposes are for valuing a property in the international context.

This enables an in situ valuation of \$158 million to be prescribed at this time with the recognition that this valuation is subject to the vagaries of the local share market.

The logo for Madison-Ross Holding, LLC, featuring the letters "MRH" in a stylized, bold, sans-serif font.

8 VALUE OF MINERAL DEPOSIT – NET PRESENT VALUE METHOD

MRH has developed a Financial Analysis Model, (FAM), to use for analyzing projects such as the Buffalo Mine Project which have a close integration of mine and processing operations and financial results. The model has been developed so that mining and operating data can be altered in concert with economic factors such as discount rates, gearing ratios, interest rates and loan terms so as to interactively yield major financial data.

One of FAM's outputs is a calculation of net present value (NPV), which is the most widely used means of valuing assets by financial institutions.

MRH has used FAM to determine the Net Present Value for the Buffalo Mine Project using data described in other sections of this report and bases its NPV derived value of the prospect there from.

We enclose a copy of the model, at the end of this section, with the data set preferred by MRH for this valuation analysis.

We believe that the data used represents a conservative approach of the value of the Buffalo Mine Project.

The three factors in the model, which most strongly affect the value of the project, are gearing levels, NPV discount rate and the value of the wet mill concentrate to be sold. Other factors such as capital costs, operating costs and interest have far less affect on the NPV derived valuation within the levels of accuracy, which we believe apply to our estimates for each.

We have chosen to base our valuation on basis of 100% equity (i.e.; no debt, zero gearing). We choose this method as it yields a positive NPV and IRR.

MRH has chosen to determine NPV based on a discount rate of 10%. We believe this to be realistically conservative for the Buffalo Mine based on its current state of development, its location, market potential and the relatively steep discounts on metals prices applied to the model.

MRH determines the discount rate based on its knowledge of risk factors such as:

- **Geology** - The geology of Buffalo Mine is well documented with little downside risk and some potential for upgrading as further knowledge is added.
- **Process** - The processing route chosen is well known and usual to the industry and has very little associated risk.

- **Location** - The U.S. and the State of Oregon have a well-developed mining legal system, which is well regarded. There is virtually no sovereign risk as may be found in other countries.
- **Social** - As noted above, there is lower social risk than other less developed countries.
- **Costs** - Both capital and operating costs have been estimated on the basis of well known real project information with associated risks normal for projects at this state of development.

On the basis of the above we believe that the risk margin for this prospect warrants a discount rate of 10%.

The project as described and valued is somewhat unusual in that it is based on marketing the wet mill concentrate. Most such projects carry the wet mill concentrate through dry mill operations and to Dore or pure metal (.9999) before reaching market. The proximity of the Buffalo Mine to existing dry mill and refinery operations renders this option possible.

However, virtually all products pricing information is based on Dore or pure metal form. MRH has chosen to determine a likely price for wet mill concentrate on the basis of modeling the Buffalo Mine in the first instance with the capital and operating costs of a dry mill included. Using information developed for this report including well-recognized Dore and pure metal product prices the model determines that the IRR of such a plant would be 66%.

MRH considers it reasonable to believe that wet mill concentrate from the Buffalo Mine should yield prices commensurate with maintaining an IRR of 66% or better. This provides a purchaser of wet mill concentrate for processing through their own dry mill and refinery with the same financial return as the owner of the wet mill who sells the wet mill concentrate. This is also consistent with the alternative of installing a dry mill and/or refinery at the Buffalo Mine if such prices did not materialize.

An equivalent IRR for the Buffalo Mine's wet mill concentrate is derived when the concentrate price is 70% of established and known Dore and .9999 metal product market prices. MRH has also judged the margins for a potential dry mill operator on such a pricing regime and believes them realistic and likely to be suitable. Based on the most recent exploration program by American Amex and previous reports the total reserves for the Buffalo Mine are estimated to be 1,074,259 tons.

Buffalo Mine Reserves	%	Troy Ounces
Gold (Au)	9.09	1.90 million
Silver (Ag)	74.5	15.59 million
Platinum (Pt)	6.12	1.28 million
Palladium (Pd)	10.23	2.14 million
TOTAL:	100%	20.91

On the basis of the above, FAM evolves a NPV of \$412.666 million and an IRR of 463% for the Buffalo Mine over a 20 year mine life based on a \$25 million investment in equity.

This excludes the tailings and dump values.

9 CAPITAL COST ESTIMATES

9.1 Dry Mining, Feed Preparation and Gravity Concentration Capital Cost Estimate

A. Description of The Facilities

This option includes dry mining of the ore by a contract miner who would deliver the ore via scraper, self-loading pan, and/or truck to the portable preliminary screening plant where the oversize would be screened out and the ore slurried and pumped via a pipeline to the feed preparation plant and wet gravity separation mill.

B. Mining and Ore Sands Transport

The portable screen plant at the pit would include a grizzly screen to remove rocks, heavily indurated lumps and roots, a large sump for slurrying the ore, and a pumping station and pipeline to pump the ore sand to the feed preparation plant at the gravity separation plant (wet mill) site.

Slimes overflow from the ore sands sumps will be pumped to a mined-out area of the deposit where the slimes will be impounded and later recombined with tailings sands during the land reclamation stage.

Water for the preliminary screen plant and slurry preparation would be pumped from one of the adjacent rivers. High voltage power would be supplied via a portable mine cable land line from a portable sub-station owned or leased by the mining contractor.

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The slurried ore would be pumped in a 75 cm (30") line from the portable screen plant at the mine to the feed preparation plant and wet gravity separation mill site. The maximum pumping distance will be 10 km, which will require one booster station.

The feed preparation plant and wet gravity mill will be located at the mid point of the deposits, approximately 10km from either end of the property. This central location will eliminate the need to move the mill and the associated cost and down time required for a move.

The mine operator will be required to deliver 200 t/day of ore to the wet mill for 252 days per annum or for a two-shift operation of 400t/day for 252 days per annum.

The mining contractor will be responsible for all of the mining activities, ore screening and pumping plant operations at the pit, including slimes disposal, supply of water and electrical power, and the slurry line from the pit to the wet mill and the pipeline carrying tailing sands from the wet mill and subsequent rehabilitation activities.

The capital and operating costs of these facilities will be the responsibility of the mine owner.

C. Wet Mill Facilities

Wet mill operations include screening the incoming slurried ore via trommel screens to remove coarse sand, gravel, and fine roots and the undersize will be discharged to the primary feed sump for the wet gravity separation mill.

The wet gravity mill consists of two parallel circuits, each of four stages of wet gravity spiral concentration and a final cleaner stage which takes the recleaned concentrate from both circuits to produce a final concentrate of precious metals which will go to a hydrocyclone with the solids discharging to the concentrate stockpile for further dewatering.

Portable buildings will be used at the wet mill site for office, laboratory, change house, first aid, lunchroom, and training.



9.2 Mining Estimates

The estimated capital costs for the contract miner are based on information provided by an experienced industry contract operator who has extensive current experience in contract mining precious metals in the United States.

Mining fleet consisting of scrapers, self loading pans, dozer, front end loader, haul trucks, road grader, and water truck	\$8.0 million
Screen plant, sump, pumps, one transport pipeline, tailings line and pump, booster station, water supply and sub-station.	\$7.5 million
Sub total	\$15.5 million

9.3 Feed Preparation Plant and Wet Mill Capital Cost Estimates

The capital cost estimate for the feed preparation plant and wet gravity separation plant is based on an existing plant recently commissioned.

	\$(000)
Site preparation work	90
Owners project management costs	160
Feed preparation plant	3,160
Freight and shipping	1,100
Civil, structural, equipment	3,416
Attritioning and desliming	280
Rougher spiral circuits A&B	1,530
Mids spiral circuit A&B	908
Cleaner spiral circuits A&B	319
Tailings – pipeline	1,250
Recleaner spiral circuits A&B	230
Final concentrate circuit	279
Final product storage and handling	1,111
Process and potable water supply	1,131
Electrical equipment, MCC, distribution	1,829
Electric power supply and sub-station	992
Instrumentation	246
Portable buildings, office lab etc.	546
Staff housing and food services	817
Access road	1,029
Workshop and warehouse	271
Mobile equipment, crane and loader	465
Communication	142
Construction camp and offices	1,800
Spares and stores	300
	<u>23,399</u>
Contingency @ 10%	2,215
Pre-development costs	420
EPCM cost @ 10%	2,500
Grand Total	<u>28,534</u>

10 OPERATING COST ESTIMATE

10.1 Mining Costs

Based on data supplied by an experienced contractor, who currently conducts large scale precious metals mining operations in the Alaska, United States, the operating cost estimate for mining, screening, slurring, pumping ore sands, and handling wet mill tailings is \$134/ton.

10.2 Feed Preparation and Wet Gravity Mill Estimate

These costs are based on actual costs of a known operation over the past five years less the above mining costs.

The costs have varied from a low of \$2.60/ton to a high of \$8.98/ton. We have chosen to use a cost of \$8.40 per ton for purposes of this study.

10.3 Dry Mill Cost Estimate

Dry mill costs to produce a ton of precious metals concentrate from a similar known operation have varied from a low of \$89.90 to a high of \$126.25 for the same 5 plus year period. The cost per ton of final product for the period 1995 through the first quarter of 2000 has averaged \$101.60 per ton. While it is recognized that each precious metals product, ie. Gold, silver, platinum, and palladium, differ in process, the costs are not isolated by process stages and the cost per ton of each product is the same based on a higher estimate of cost.

We have used \$101.60 as the dry mill cost in our calculations.

10.4 Mine Waste and Stripping

While reviewing the drill hole data, MRH has taken care to minimize where possible the need to remove and haul waste mine interburden and stripped soils. Accordingly there is a very low overall ratio of mine waste to resource. The mining costs used in our NPV calculation reflect this situation.

10.5 Environmental Considerations

As part of the process of project development carried out by American Amex, Inc., a the U.S. Government has mandated numerous conditions to be met by the company. To date all environmental assessment and rehabilitation work has been completed. U.S. Department of the Interior and Forestry Service documentation is available.

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The documentation has been studied by MRH. In our opinion, there are no unusual matters or matters for undue concern raised in the report and all environmental issues have been addressed.

MRH has taken care that the capital and operating costs used in our NPV determination are adequate to address the usual issues of mineral property development and operation including the most important issue which is mine reclamation and soil re-planting.

10.6 Recent Information Developed in December 2003 and January 2004

Data from one existing operation and one new operation now commissioning indicates that the above cost estimates are still valid and accurate to plus or minus 15%.



Buffalo Mine Project Valuation Using Monte Carlo Analysis

Problem Definition

American Amex, Inc. is evaluating its above ground and underground gold mining project containing an estimated 1.9 million ounces of gold, 15.5 million ounces of silver, 1.2 million ounces of platinum, and 2.1 million ounces of palladium. The project is based on the example given in "Optimum Production Rate Selection" by Bruce Cavender, Mining Engineering, 1992.

The property has been explored, but there is still some uncertainty over the total tons of ore although there are numerous historical reports on the property and surrounding areas. We also assume certain capital costs, mining costs, milling costs, working capital, production rates, gold prices, ore grades, and ore recoveries. We allow for reasonable correlations between certain of these variables.

The problem is to value the project using traditional DCF analysis, but to take the valuation impacts of these geological and economic uncertainties into account. Monte Carlo analysis is useful in this case because 1) the correlations between the uncertain variables that are multiplicands and 2) the non-linearities in the cash flows created by taxes and an uncertain mine life mean that the expected NPV value from a static analysis is not equal to the mean NPV value from the Monte Carlo exercise.

We do not model any decision variables in this problem. A natural extension would be to have the level of production contingent on the outcome of the random draw for prices and costs, as in a real options model. This would prevent many of the highly negative NPV values that the current mining plan creates, and would add some value to the project.

Real vs. Nominal Analysis

Mining industry practitioners typically perform real NPV analysis, projecting constant costs and metal prices in real terms. The resultant cash flows are then discounted by a real risk-adjusted discount rate. We have conformed with this practice here, but have adjusted depreciation for the fact that tax shelters must be calculated in nominal terms. That is, we calculate depreciation in nominal terms based on expected nominal capital costs and then deflate it back to real terms. For this reason, the sum of the depreciation and salvage values do not equal the initial capital costs of the project.

Assumption Cell Distributions

The initial reserve level at economic cutoff is 1 million tons, lognormally distributed with a standard deviation of 200,000 tons. Reserves are positively correlated with the ore production rate and year 2 ore grade and gold price. If reserves turn out to be higher than expected, or mill production lower than expected, we allow for additional days of mining up to a maximum of 355 days in each.

The expected ore production rate is 200 t/d, normally distributed with a standard deviation of 20 t/d. Production is positively correlated with mine capital cost and mill capital cost, and negatively correlated with mine operating cost and mill operating cost. This distribution, as are many in this spreadsheet, is truncated to prevent unreasonable values. Uncertain production is resolved immediately upon starting up the mine to account for number of days in year 1.

Mine capital cost and mill capital cost are triangularly distributed with means of \$12,500,000 and \$4,500,000 respectively. Minimum costs are 90% of means and maximum costs are 115% of means. They are positively correlated.

Working capital is triangularly distributed with a mean of \$4,500,000. Minimum costs are 90% of mean and maximum costs are 115% of mean. Working capital is positively correlated with mine operating cost and mill operating cost in years 1 and 2.

Average grade of the ore (mill feed) in any one year is normally distributed with a mean 48 g/t and a standard deviation of 10 g/t, positively correlated with the same year's mill recovery.

Mill recovery for each year is uniformly distributed between 93% and 97%. Each year's mill recovery is positively correlated with ore grade and the previous year's recovery.

Precious metals prices are lognormally distributed with a mean for gold of 11.25 g/t and standard deviation of 10%. Prices year to year are highly correlated. We implement this by setting the mean value for year $n+1$ equal the random draw for year n . Each model assumes a given price as follows: Au: \$350, Ag: \$4.5, Pt: \$800 and Pd: \$190.

Yearly mine operating costs are lognormally distributed, with a mean of \$134/t and a standard deviation of 1/4 of the mean. Mill operating costs are also lognormally distributed, with a mean of \$110/t and a standard deviation of 1/4 of the mean.

Results

The expected after-tax NPV of the **Gold ONLY** scenario based on a static analysis using expected values of the uncertain variables is **\$65.323 million**, with a payback period of 2.96 years and an **IRR of 66%**. We then took the Gross Revenue from the silver, platinum, and palladium models and added it to the gross revenue of the gold model to come up with a cumulative valuation of the excess metals. Costs associated with these metals are included in the gold model. The NPV of the entire project is **\$412.666 million**. The tailings and dumps are not included in this model, but are accounted for in a separate valuation methodology.

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Amex Cash Flow

BUFFALO PRECIOUS METALS PROJECT								
Technical and Financial Project Parameters (Assumption Cells in Bright Green)				1 oz = 31.10 g				
Technical Parameters			Financial Parameters			Mkt.		
Average Grade (g Au/ton)	48.04	1.54 oz/ton	Current Gold Price (\$/g)	11.25		Au \$/oz	350.00	
Cutoff Grade (g Au/ton)	0.63		Mine Operating Cost (\$/t)	134.00				
Reserve Level at Cutoff (million t)	1,000		Mill Operating Cost (\$/t)	110.00				
Contained Value (kg Au)	48,040	1,544,486.00 total ounces	Total Operating Cost (\$/t)	244.00				
Stripping Ratio	2.0		Mine Capital Cost (\$ 000)	12,500				
Ore Production Rate (t/d)	200		Mill Capital Cost (\$ 000)	4,500				
Mill Recovery	93%		Total Capital Cost (\$ 000)	17,000				
Operating days/year	252		Working Capital (\$ 000)	4,500				
Mine Life (year)	20		Capitalized Exploration Cost (\$ 000)	3,500				
			Depletion Allowance (%)	15%				
			Royalty (% Net Smelter Return)	5%				
			Income Tax Rate (%)	46%				
			Salvage Value (% of Capital Cost)	10%				
			Real Risk-adjusted Discount Rate	10%				
			Inflation (%)	3%				
Year	1	2	3	4	5	6	7	TOTAL
PRODUCTION								
Operating days/year	100	252	252	252	252	252	252	1,612
Waste (t/day)	400	400	800	800	1,600	1,600	1,600	
Ore (t/day)	200	200	400	400	800	800	800	
Waste Prestripping (000 t)	40	101	202	202	403	403	403	1,754
Ore milled (000 t)	20	50	101	101	202	202	202	877
Ore grade (g/t)	48.04	48.04	48.04	48.04	48.04	48.04	48.04	
Mill recovery (%)	93%	93%	93%	93%	93%	93%	93%	
Gold recovered (000 g)	889	2,240	4,479	4,479	8,958	8,958	8,958	38,962
Remaining recoverable gold (000)	38,074	35,834	31,355	26,875	17,917	8,958	0	
REVENUE								
Gold price (\$/g)	11.25	11.25	11.25	11.25	11.25	11.25	11.25	
Gross income (\$ 000)	10,002	25,205	50,410	50,410	100,819	100,819	100,819	438,483
OPERATING COSTS								
Mine Operating Cost (\$/t)	134	134	134	134	134	134	134	
Total Mining Cost (\$ 000)	2,680	6,754	13,507	13,507	27,014	27,014	27,014	117,491
Mill Operating Cost (\$/t)	110	110	110	110	110	110	110	
Total Milling Cost (\$ 000)	2,266	5,544	11,088	11,088	22,176	22,176	22,176	96,514
Total Operating Cost (\$ 000)	4,946	12,298	24,595	24,595	49,190	49,190	49,190	214,005
DEPRECIATION								
Var. Dep. Year 1 (DB-SL) (\$ 000)	1,084	973	874	785	705	633	569	5,623
Var. Dep. Year 2 (DB-SL) (\$ 000)	0	207	185	166	148	133	119	958
Var. Dep. Year 4 (DB-SL) (\$ 000)	0	0	0	0	0	0	0	0
Cumulative Depreciation (\$ 000)	1,084	1,181	1,059	951	853	766	687	6,581
DEPLETION								
Adjusted Cost Basis (\$ 000)	3,500	3,500	0	0	0	0	0	7,000
Cost Depletion Allow. (\$ 000)	0	206	0	0	0	0	0	206
Percentage Depl. Allowance (\$ 000)	4,209	10,607	21,215	21,215	42,429	42,429	42,429	184,534
50% Taxable Income Limit (\$ 000)	11,016	28,619	57,888	57,943	116,410	116,453	116,493	504,821
Depletion Taken (\$ 000)	0	10,607	21,215	21,215	42,429	42,429	42,429	180,325
Cumulative Depletion (\$ 000)	0	10,607	31,822	53,037	95,466	137,896	180,325	509,153
TAX								
Gross Revenue (\$ 000)	31,093	78,355	156,711	156,711	313,421	313,421	313,421	1,363,134
Less: Refinery Charges (\$ 000)	1,555	3,918	7,836	7,836	15,671	15,671	15,671	68,157
Net Smelter Return (\$ 000)	29,539	74,438	148,875	148,875	297,750	297,750	297,750	1,294,977
Less: Royalty Payment (\$ 000)	1,477	3,722	7,444	7,444	14,888	14,888	14,888	64,749
Net Revenue (\$ 000)	28,062	70,716	141,431	141,431	282,863	282,863	282,863	1,230,228
Add: Salvage Value (\$ 000)	0	0	0	0	0	0	0	0
Less: Operating Costs (\$ 000)	4,946	12,298	24,595	24,595	49,190	49,190	49,190	214,005
Less: Development Expen. (\$ 000)	3,752	0	0	0	0	0	0	3,752
Less: Depreciation (\$ 000)	1,084	1,181	1,059	951	853	766	687	6,581
Less: Amortization (\$ 000)	322	322	322	322	322	322	322	2,251
Less: Depletion (\$ 000)	0	10,607	21,215	21,215	42,429	42,429	42,429	180,325
Taxable Income (\$ 000)	17,958	46,309	94,240	94,349	190,068	190,156	190,234	823,314
Less: Tax (\$ 000)	8,261	21,302	43,351	43,401	87,431	87,472	87,508	378,725
CAPITAL INVESTMENT								
Mine/Mill Capital (\$ 000)	14,450	2,550	0	0	0	0	0	17,000
Working Capital (\$ 000)	4,500	0	0	0	0	0	0	0
Total Capex Cash Flow (\$ 000)	18,950	2,550	0	0	0	0	-4,500	17,000
CASH FLOW								
Net Income After Tax (\$ 000)	9,698	25,007	50,890	50,949	102,637	102,684	102,726	444,590
Add: Depreciation (\$ 000)	1,084	1,181	1,059	951	853	766	687	6,581
Add: Depletion (\$ 000)	0	10,607	21,215	21,215	42,429	42,429	42,429	180,325
Add: Amortization (\$ 000)	322	322	322	322	322	322	322	2,251
Less: Capital Cost (\$ 000)	15,576	2,550	0	0	0	0	0	18,126
Less: Working Capital (\$ 000)	4,500	0	0	0	0	0	0	0
Net Cash Flow (\$ 000)	-8,973	34,245	73,164	73,114	145,919	145,879	150,343	613,691
Cumulative Cash Flow (\$ 000)	-8,973	25,272	98,436	171,550	317,469	463,348	613,691	
NPV @ 10% (\$ 000)	412,686							
IRR	463%							
Payback Period	CCF-Negative	1.26	CCF-Positive	CCF-Positive	CCF-Positive	CCF-Positive	CCF-Positive	

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Property of American Amex, Inc.

Amex Cash Flow

BUFFALO GOLD MINE PROJECT								
Technical and Financial Project Parameters (Assumption Cells in Bright Green)				1 oz = 31.10 g				
Technical Parameters				Financial Parameters				Mkt.
Average Grade (g Au/ton)	48.04		1.54 oz/ton	Current Gold Price (\$/g)	11.25			Au \$/oz
Cutoff Grade (g Au/ton)	0.63			Mine Operating Cost (\$/t)	134.00			350.00
Reserve Level at Cutoff (million t)	1,000			Mill Operating Cost (\$/t)	110.00			
Contained Value (kg Au)	48,040	1,544,486.00 total ounces		Total Operating Cost (\$/t)	244.00			
Stripping Ratio	2.0			Mine Capital Cost (\$ 000)	12,500			
Ore Production Rate (t/d)	200			Mill Capital Cost (\$ 000)	4,500			
Mill Recovery	93%			Total Capital Cost (\$ 000)	17,000			
Operating days/year	252			Working Capital (\$ 000)	4,500			
Mine Life (year)	20			Capitalized Exploration Cost (\$ 000)	3,500			
				Depletion Allowance (%)	15%			
				Royalty (% Net Smelter Return)	5%			
				Income Tax Rate (%)	46%			
				Salvage Value (% of Capital Cost)	10%			
				Real Risk-adjusted Discount Rate	10%			
				Inflation (%)	3%			
Year	1	2	3	4	5	6	7	TOTAL
PRODUCTION								
Operating days/year	100	252	252	252	252	252	252	1,612
Waste (t/day)	400	400	800	800	1,600	1,600	1,600	
Ore (t/day)	200	200	400	400	800	800	800	
Waste Prestripping (000 t)	40	101	202	202	403	403	403	1,754
Ore milled (000 t)	20	50	101	101	202	202	202	877
Ore grade (g/t)	48.04	48.04	48.04	48.04	48.04	48.04	48.04	
Mill recovery (%)	93%	93%	93%	93%	93%	93%	93%	
Gold recovered (000 g)	889	2,240	4,479	4,479	8,958	8,958	8,958	38,962
Remaining recoverable gold (000)	38,074	35,834	31,355	26,875	17,917	8,958	0	
REVENUE								
Gold price (\$/g)	11.25	11.25	11.25	11.25	11.25	11.25	11.25	
Gross Income (\$ 000)	10,002	25,205	50,410	50,410	100,819	100,819	100,819	438,483
OPERATING COSTS								
Mine Operating Cost (\$/t)	134	134	134	134	134	134	134	
Total Mining Cost (\$ 000)	2,680	6,754	13,507	13,507	27,014	27,014	27,014	117,491
Mill Operating Cost (\$/t)	110	110	110	110	110	110	110	
Total Milling Cost (\$ 000)	2,266	5,544	11,088	11,088	22,176	22,176	22,176	96,514
Total Operating Cost (\$ 000)	4,946	12,298	24,595	24,595	49,190	49,190	49,190	214,005
DEPRECIATION								
Var. Dep. Year 1 (DB-SL) (\$ 000)	1,084	973	874	785	705	633	569	5,623
Var. Dep. Year 2 (DB-SL) (\$ 000)	0	207	185	166	148	133	119	958
Var. Dep. Year 4 (DB-SL) (\$ 000)	0	0	0	0	0	0	0	0
Cumulative Depreciation (\$ 000)	1,084	1,181	1,059	951	853	766	687	6,581
DEPLETION								
Adjusted Cost Basis (\$ 000)	3,500	3,500	88	0	0	0	0	7,088
Cost Depletion Allow. (\$ 000)	0	206	11	0	0	0	0	217
Percentage Depl. Allowance (\$ 00)	1,354	3,412	6,824	6,824	13,648	13,648	13,648	59,360
50% Taxable Income Limit (\$ 000)	1,498	4,635	9,920	9,974	20,473	20,517	20,556	87,573
Depletion Taken (\$ 000)	0	3,412	6,824	6,824	13,648	13,648	13,648	58,006
Cumulative Depletion (\$ 000)	0	3,412	10,236	17,060	30,709	44,357	58,006	163,781
TAX								
Gross Revenue (\$ 000)	10,002	25,205	50,410	50,410	100,819	100,819	100,819	438,483
Less: Refinery Charges (\$ 000)	500	1,260	2,520	2,520	5,041	5,041	5,041	21,924
Net Smelter Return (\$ 000)	9,502	23,945	47,889	47,889	95,778	95,778	95,778	416,559
Less: Royalty Payment (\$ 000)	475	1,197	2,394	2,394	4,789	4,789	4,789	20,828
Net Revenue (\$ 000)	9,027	22,747	45,495	45,495	90,989	90,989	90,989	395,731
Add: Salvage Value (\$ 000)	0	0	0	0	0	0	0	0
Less: Operating Costs (\$ 000)	4,946	12,298	24,595	24,595	49,190	49,190	49,190	214,005
Less: Development Expen. (\$ 000)	3,752	0	0	0	0	0	0	3,752
Less: Depreciation (\$ 000)	1,084	1,181	1,059	951	853	766	687	6,581
Less: Amortization (\$ 000)	322	322	322	322	322	322	322	2,251
Less: Depletion (\$ 000)	0	3,412	6,824	6,824	13,648	13,648	13,648	58,006
Taxable Income (\$ 000)	-1,077	5,535	12,694	12,803	26,976	27,063	27,142	111,136
Less: Tax (\$ 000)	-495	2,546	5,839	5,889	12,409	12,449	12,485	51,123
CAPITAL INVESTMENT								
Mine/Mill Capital (\$ 000)	14,450	2,550	0	0	0	0	0	17,000
Working Capital (\$ 000)	4,500	0	0	0	0	0	-4,500	0
Total Capex Cash Flow (\$ 000)	18,950	2,550	0	0	0	0	-4,500	17,000
CASH FLOW								
Net Income After Tax (\$ 000)	-581	2,989	6,855	6,914	14,567	14,614	14,657	60,014
Add: Depreciation (\$ 000)	1,084	1,181	1,059	951	853	766	687	6,581
Add: Depletion (\$ 000)	0	3,412	6,824	6,824	13,648	13,648	13,648	58,006
Add: Amortization (\$ 000)	322	322	322	322	322	322	322	2,251
Less: Capital Cost (\$ 000)	15,576	2,550	0	0	0	0	0	18,126
Less: Working Capital (\$ 000)	4,500	0	0	0	0	0	-4,500	0
Net Cash Flow (\$ 000)	-19,252	5,032	14,739	14,689	29,068	29,028	33,492	106,796
Cumulative Cash Flow (\$ 000)	-19,252	-14,220	519	15,207	44,276	73,304	106,796	
NPV @ 10% (\$ 000)	65,323							
IRR	66%							
Payback Period								
	CCF-Negative	CCF-Negative	2.96	CCF-Positive	CCF-Positive	CCF-Positive	CCF-Positive	

Amex Cash Flow

BUFFALO SILVER MINE PROJECT								
Technical and Financial Project Parameters (Assumption Cells in Bright Green)				1 oz = 31.10 g				
Technical Parameters				Financial Parameters				Mkt Au Price 4.50
Average Grade (g Au/ton)	277.00	8.91 oz/ton		Current Silver Price (\$/g)	0.14			
Cutoff Grade (g Ag/ton)	0.63			Mine Operating Cost (\$/t)	2.31			
Reserve Level at Cutoff (million t)	1,000			Mill Operating Cost (\$/t)	0.84			
Contained Value (kg Ag)	277,000	8,905,550.00 total ounces		Total Operating Cost (\$/t)	3.15			
Stripping Ratio	2.0			Mine Capital Cost (\$ 000)				
Ore Production Rate (t/d)	200			Mill Capital Cost (\$ 000)				
Mill Recovery	93%			Total Capital Cost (\$ 000)	0			
Operating days/year	252			Working Capital (\$ 000)				
Mine Life (year)	20			Capitalized Exploration Cost (\$ 000)				
				Depletion Allowance (%)	15%			
				Royalty (% Net Smelter Return)	5%			
				Income Tax Rate (%)	46%			
				Salvage Value (% of Capital Cost)	10%			
				Real Risk-adjusted Discount Rate	10%			
				Inflation (%)	3%			
Year	1	2	3	4	5	6	7	TOTAL
PRODUCTION								
Operating days/year	100	252	252	252	252	252	252	1,612
Waste (t/day)	400	400	800	800	1,600	1,600	1,600	
Ore (t/day)	200	200	400	400	800	800	800	
Waste Prestripping (000 t)	40	101	202	202	403	403	403	1,754
Ore milled (000 t)	20	50	101	101	202	202	202	877
Ore grade (g/t)	277.00	277.00	277.00	277.00	277.00	277.00	277.00	
Mill recovery (%)	93%	93%	93%	93%	93%	93%	93%	
Silver recovered (000 g)	5,125	12,914	25,827	25,827	51,655	51,655	51,655	224,658
Remaining recoverable silver (000)	219,534	206,620	180,792	154,965	103,310	51,655	0	
REVENUE								
Silver price (\$/g)	0.14	0.14	0.14	0.14	0.14	0.14	0.14	
Gross income (\$ 000)	741	1,869	3,737	3,737	7,474	7,474	7,474	32,507
OPERATING COSTS								
Mine Operating Cost (\$/t)	2	2	2	2	2	2	2	
Total Mining Cost (\$ 000)	46	116	233	233	466	466	466	2,025
Mill Operating Cost (\$/t)	1	1	1	1	1	1	1	
Total Milling Cost (\$ 000)	17	42	85	85	169	169	169	737
Total Operating Cost (\$ 000)	64	159	318	318	635	635	635	2,762
DEPRECIATION								
Var. Dep. Year 1 (DB-SL) (\$ 000)	0	0	0	0	0	0	0	0
Var. Dep. Year 2 (DB-SL) (\$ 000)	0	0	0	0	0	0	0	0
Var. Dep. Year 4 (DB-SL) (\$ 000)	0	0	0	0	0	0	0	0
Cumulative Depreciation (\$ 000)	0	0	0	0	0	0	0	0
DEPLETION								
Adjusted Cost Basis (\$ 000)	0	0	0	0	0	0	0	0
Cost Depletion Allow. (\$ 000)	0	0	0	0	0	0	0	0
Percentage Depl. Allowance (\$ 00)	100	253	506	506	1,012	1,012	1,012	4,401
50% Taxable Income Limit (\$ 000)	303	764	1,528	1,528	3,055	3,055	3,055	13,287
Depletion Taken (\$ 000)	0	253	506	506	1,012	1,012	1,012	4,300
Cumulative Depletion (\$ 000)	0	253	759	1,265	2,277	3,288	4,300	12,142
TAX								
Gross Revenue (\$ 000)	741	1,869	3,737	3,737	7,474	7,474	7,474	32,507
Less: Refinery Charges (\$ 000)	37	93	187	187	374	374	374	1,625
Net Smelter Return (\$ 000)	704	1,775	3,550	3,550	7,100	7,100	7,100	30,881
Less: Royalty Payment (\$ 000)	35	89	178	178	355	355	355	1,544
Net Revenue (\$ 000)	669	1,686	3,373	3,373	6,745	6,745	6,745	29,337
Add: Salvage Value (\$ 000)	0	0	0	0	0	0	0	0
Less: Operating Costs (\$ 000)	64	159	318	318	635	635	635	2,762
Less: Development Expen. (\$ 000)	65	0	0	0	0	0	0	65
Less: Depreciation (\$ 000)	0	0	0	0	0	0	0	0
Less: Amortization (\$ 000)	6	6	6	6	6	6	6	39
Less: Depletion (\$ 000)	0	253	506	506	1,012	1,012	1,012	4,300
Taxable Income (\$ 000)	535	1,269	2,544	2,544	5,093	5,093	5,093	22,171
Less: Tax (\$ 000)	246	584	1,170	1,170	2,343	2,343	2,343	10,199
CAPITAL INVESTMENT								
Mine/Mill Capital (\$ 000)	0	0	0	0	0	0	0	0
Working Capital (\$ 000)	0	0	0	0	0	0	0	0
Total Capex Cash Flow (\$ 000)	0	0	0	0	0	0	0	0
CASH FLOW								
Net Income After Tax (\$ 000)	289	685	1,374	1,374	2,750	2,750	2,750	11,972
Add: Depreciation (\$ 000)	0	0	0	0	0	0	0	0
Add: Depletion (\$ 000)	0	253	506	506	1,012	1,012	1,012	4,300
Add: Amortization (\$ 000)	6	6	6	6	6	6	6	39
Less: Capital Cost (\$ 000)	19	0	0	0	0	0	0	19
Less: Working Capital (\$ 000)	0	0	0	0	0	0	0	0
Net Cash Flow (\$ 000)	275	938	1,880	1,880	3,762	3,762	3,762	16,259
Cumulative Cash Flow (\$ 000)	275	1,214	3,093	4,973	8,735	12,497	16,259	
NPV @ 10% (\$ 000)	11,123							
IRR	#NUM!							
Payback Period	1.00	CCF-Positive	CCF-Positive	CCF-Positive	CCF-Positive	CCF-Positive	CCF-Positive	

Amex Cash Flow

BUFFALO PLATINUM MINE PROJECT								
Technical and Financial Project Parameters (Assumption Cells in Bright Green)				1 oz = 31.10 g		Mkt Pt \$/oz		
Technical Parameters				Financial Parameters				
Average Grade (g Pt/ton)	37.32	1.20 oz/ton		Current Platinum Price (\$/g)	19.29		600.00	
Cutoff Grade (g Pt/ton)	0.63			Mine Operating Cost (\$/t)	225.00			
Reserve Level at Cutoff (million t)	1,000			Mill Operating Cost (\$/t)	195.00			
Contained Value (kg Pt)	37,320	1,199,838.00 total ounces		Total Operating Cost (\$/t)	420.00			
Stripping Ratio	2.0			Mine Capital Cost (\$ 000)	0			
Ore Production Rate (t/d)	200			Mill Capital Cost (\$ 000)	0			
Mill Recovery	93%			Total Capital Cost (\$ 000)	0			
Operating days/year	252			Working Capital (\$ 000)	0			
Mine Life (year)	20			Capitalized Exploration Cost (\$ 000)	0			
				Depletion Allowance (%)	15%			
				Royalty (% Net Smelter Return)	5%			
				Income Tax Rate (%)	46%			
				Salvage Value (% of Capital Cost)	10%			
				Real Risk-adjusted Discount Rate	10%			
				Inflation (%)	3%			
Year	1	2	3	4	5	6	7	TOTAL
PRODUCTION								
Operating days/year	100	252	252	252	252	252	252	1,612
Waste (t/day)	400	400	800	800	1,600	1,600	1,600	
Ore (t/day)	200	200	400	400	800	800	800	
Waste Prestripping (000 t)	40	101	202	202	403	403	403	1,754
Ore milled (000 t)	20	50	101	101	202	202	202	877
Ore grade (g/t)	37.32	37.32	37.32	37.32	37.32	37.32	37.32	
Mill recovery (%)	93%	93%	93%	93%	93%	93%	93%	
Platinum recovered (000 g)	690	1,740	3,480	3,480	6,959	6,959	6,959	30,268
Remaining recoverable platinum (000 g)	29,578	27,838	24,358	20,878	13,919	6,959	0	
REVENUE								
Platinum price (\$/g)	19.29	19.29	19.29	19.29	19.29	19.29	19.29	
Gross income (\$ 000)	13,320	33,566	67,133	67,133	134,266	134,266	134,266	583,949
OPERATING COSTS								
Mine Operating Cost (\$/t)	225	225	225	225	225	225	225	
Total Mining Cost (\$ 000)	4,500	11,340	22,680	22,680	45,360	45,360	45,360	197,280
Mill Operating Cost (\$/t)	195	195	195	195	195	195	195	
Total Milling Cost (\$ 000)	4,017	9,828	19,656	19,656	39,312	39,312	39,312	171,093
Total Operating Cost (\$ 000)	8,517	21,168	42,336	42,336	84,672	84,672	84,672	368,373
DEPRECIATION								
Var. Dep. Year 1 (DB-SL) (\$ 000)	0	0	0	0	0	0	0	0
Var. Dep. Year 2 (DB-SL) (\$ 000)	0	0	0	0	0	0	0	0
Var. Dep. Year 4 (DB-SL) (\$ 000)	0	0	0	0	0	0	0	0
Cumulative Depreciation (\$ 000)	0	0	0	0	0	0	0	0
DEPLETION								
Adjusted Cost Basis (\$ 000)	0	0	0	0	0	0	0	0
Cost Depletion Allow. (\$ 000)	0	0	0	0	0	0	0	0
Percentage Depl. Allowance (\$ 000)	1,803	4,544	9,088	9,088	18,176	18,176	18,176	79,052
50% Taxable Income Limit (\$ 000)	1,752	4,563	9,126	9,126	18,251	18,251	18,251	79,320
Depletion Taken (\$ 000)	0	4,544	9,088	9,088	18,176	18,176	18,176	77,249
Cumulative Depletion (\$ 000)	0	4,544	13,632	22,720	40,896	59,073	77,249	218,114
TAX								
Gross Revenue (\$ 000)	13,320	33,566	67,133	67,133	134,266	134,266	134,266	583,949
Less: Refinery Charges (\$ 000)	666	1,678	3,357	3,357	6,713	6,713	6,713	29,197
Net Smelter Return (\$ 000)	12,654	31,888	63,776	63,776	127,552	127,552	127,552	554,751
Less: Royalty Payment (\$ 000)	633	1,594	3,189	3,189	6,378	6,378	6,378	27,738
Net Revenue (\$ 000)	12,021	30,294	60,587	60,587	121,175	121,175	121,175	527,014
Add: Salvage Value (\$ 000)	0	0	0	0	0	0	0	0
Less: Operating Costs (\$ 000)	8,517	21,168	42,336	42,336	84,672	84,672	84,672	368,373
Less: Development Expen. (\$ 000)	6,300	0	0	0	0	0	0	6,300
Less: Depreciation (\$ 000)	0	0	0	0	0	0	0	0
Less: Amortization (\$ 000)	540	540	540	540	540	540	540	3,780
Less: Depletion (\$ 000)	0	4,544	9,088	9,088	18,176	18,176	18,176	77,249
Taxable Income (\$ 000)	-3,336	4,042	8,623	8,623	17,786	17,786	17,786	71,312
Less: Tax (\$ 000)	-1,534	1,859	3,967	3,967	8,182	8,182	8,182	32,803
CAPITAL INVESTMENT								
Mine/Mill Capital (\$ 000)	0	0	0	0	0	0	0	0
Working Capital (\$ 000)	0	0	0	0	0	0	0	0
Total Capex Cash Flow (\$ 000)	0	0	0	0	0	0	0	0
CASH FLOW								
Net Income After Tax (\$ 000)	-1,801	2,182	4,657	4,657	9,605	9,605	9,605	38,508
Add: Depreciation (\$ 000)	0	0	0	0	0	0	0	0
Add: Depletion (\$ 000)	0	4,544	9,088	9,088	18,176	18,176	18,176	77,249
Add: Amortization (\$ 000)	540	540	540	540	540	540	540	
Less: Capital Cost (\$ 000)	1,890	0	0	0	0	0	0	1,890
Less: Working Capital (\$ 000)	0	0	0	0	0	0	0	0
Net Cash Flow (\$ 000)	-3,151	6,727	13,745	13,745	27,781	27,781	27,781	114,407
Cumulative Cash Flow (\$ 000)	-3,151	3,575	17,320	31,065	58,845	86,626	114,407	
NPV @ 10% (\$ 000)	76,556							
IRR	280%							
Payback Period	CCF-Negative	1.47	CCF-Positive	CCF-Positive	CCF-Positive	CCF-Positive	CCF-Positive	

Amex Cash Flow

BUFFALO PALADIUM MINE PROJECT								
Technical and Financial Project Parameters (Assumption Cells in Bright Green)				1 oz = 31.10 g				
Technical Parameters				Financial Parameters		Net Pd \$/oz		
Average Grade (g Pd/ton)	62.20	2.00 oz/ton		Current Palladium Price (\$/g)	6.11	190.00		
Cutoff Grade (g Pd/ton)	0.63			Mine Operating Cost (\$/t)	79.00			
Reserve Level at Cutoff (million t)	0.100			Mill Operating Cost (\$/t)	54.00			
Contained Value (kg Pd)	6,220	199,973.00 total ounces		Total Operating Cost (\$/t)	133.00			
Stripping Ratio	2.0			Mine Capital Cost (\$ 000)	0			
Ore Production Rate (t/d)	200			Mill Capital Cost (\$ 000)	0			
Mill Recovery	93%			Total Capital Cost (\$ 000)	0			
Operating days/year	252			Working Capital (\$ 000)				
Mine Life (year)	20			Capitalized Exploration Cost (\$ 000)				
				Depletion Allowance (%)	15%			
				Royalty (% Net Smelter Return)	5%			
				Income Tax Rate (%)	46%			
				Salvage Value (% of Capital Cost)	10%			
				Real Risk-adjusted Discount Rate	10%			
				Inflation (%)	3%			
Year	1	2	3	4	5	6	7	TOTAL
PRODUCTION								
Operating days/year	100	252	252	252	252	252	252	1,612
Waste (t/day)	400	400	800	800	1,600	1,600	1,600	
Ore (t/day)	200	200	400	400	800	800	800	
Waste Prestripping (000 t)	40	101	202	202	403	403	403	1,754
Ore milled (000 t)	20	50	101	101	202	202	202	877
Ore grade (g/t)	62.20	62.20	62.20	62.20	62.20	62.20	62.20	
Mill recovery (%)	93%	93%	93%	93%	93%	93%	93%	
Palladium recovered (000 g)	1,151	2,900	5,800	5,800	11,599	11,599	11,599	50,447
Remaining recoverable palladium	49,296	46,396	40,597	34,797	23,198	11,599	0	
REVENUE								
Palladium price (\$/g)	6.11	6.11	6.11	6.11	6.11	6.11	6.11	
Gross income (\$ 000)	7,030	17,716	35,431	35,431	70,862	70,862	70,862	308,195
OPERATING COSTS								
Mine Operating Cost (\$/t)	79	79	79	79	79	79	79	
Total Mining Cost (\$ 000)	4,740	11,945	23,890	23,890	47,779	47,779	47,779	207,802
Mill Operating Cost (\$/t)	54	54	54	54	54	54	54	
Total Milling Cost (\$ 000)	1,112	2,722	5,443	5,443	10,886	10,886	10,886	47,380
Total Operating Cost (\$ 000)	5,852	14,666	29,333	29,333	58,666	58,666	58,666	255,181
DEPRECIATION								
Var. Dep. Year 1 (DB-SL) (\$ 000)	0	0	0	0	0	0	0	0
Var. Dep. Year 2 (DB-SL) (\$ 000)	0	0	0	0	0	0	0	0
Var. Dep. Year 4 (DB-SL) (\$ 000)	0	0	0	0	0	0	0	0
Cumulative Depreciation (\$ 000)	0	0	0	0	0	0	0	0
DEPLETION								
Adjusted Cost Basis (\$ 000)	0	0	0	0	0	0	0	0
Cost Depletion Allow. (\$ 000)	0	0	0	0	0	0	0	0
Percentage Depl. Allowance (\$ 000)	952	2,398	4,796	4,796	9,593	9,593	9,593	41,722
50% Taxable Income Limit (\$ 000)	246	661	1,322	1,322	2,644	2,644	2,644	11,482
Depletion Taken (\$ 000)	0	661	1,322	1,322	2,644	2,644	2,644	11,236
Cumulative Depletion (\$ 000)	0	661	1,983	3,305	5,949	8,593	11,236	31,726
TAX								
Gross Revenue (\$ 000)	7,030	17,716	35,431	35,431	70,862	70,862	70,862	308,195
Less: Refinery Charges (\$ 000)	352	886	1,772	1,772	3,543	3,543	3,543	15,410
Net Smelter Return (\$ 000)	6,679	16,830	33,660	33,660	67,319	67,319	67,319	292,785
Less: Royalty Payment (\$ 000)	334	841	1,683	1,683	3,366	3,366	3,366	14,639
Net Revenue (\$ 000)	6,345	15,988	31,977	31,977	63,953	63,953	63,953	278,146
Add: Salvage Value (\$ 000)	0	0	0	0	0	0	0	0
Less: Operating Costs (\$ 000)	5,852	14,666	29,333	29,333	58,666	58,666	58,666	255,181
Less: Development Expen. (\$ 000)	2,212	0	0	0	0	0	0	2,212
Less: Depreciation (\$ 000)	0	0	0	0	0	0	0	0
Less: Amortization (\$ 000)	190	190	190	190	190	190	190	1,327
Less: Depletion (\$ 000)	0	661	1,322	1,322	2,644	2,644	2,644	11,236
Taxable Income (\$ 000)	-1,909	471	1,132	1,132	2,454	2,454	2,454	8,189
Less: Tax (\$ 000)	-878	217	521	521	1,129	1,129	1,129	3,767
CAPITAL INVESTMENT								
Mine/Mill Capital (\$ 000)	0	0	0	0	0	0	0	0
Working Capital (\$ 000)	0	0	0	0	0	0	0	0
Total Capex Cash Flow (\$ 000)	0	0	0	0	0	0	0	0
CASH FLOW								
Net Income After Tax (\$ 000)	-1,031	255	611	611	1,325	1,325	1,325	4,422
Add: Depreciation (\$ 000)	0	0	0	0	0	0	0	0
Add: Depletion (\$ 000)	0	661	1,322	1,322	2,644	2,644	2,644	11,236
Add: Amortization (\$ 000)	190	190	190	190	190	190	190	1,327
Less: Capital Cost (\$ 000)	664	0	0	0	0	0	0	664
Less: Working Capital (\$ 000)	0	0	0	0	0	0	0	0
Net Cash Flow (\$ 000)	-1,505	916	1,933	1,933	3,969	3,969	3,969	15,185
Cumulative Cash Flow (\$ 000)	-1,505	-590	1,344	3,277	7,246	11,215	15,185	
NPV @ 10% (\$ 000)	9,794							
IRR	106%							
Payback Period	CCF-Negative	CCF-Negative	2.30	CCF-Positive	CCF-Positive	CCF-Positive	CCF-Positive	

Talo Mine Reserves

Reserves	Tonnage	oz/ton	Total Oz.	Gross Value	Extraction Costs	Net	EBITA	Costs/oz	
Au	1,074,259	1.545	1,659,730	580,905,554	406,633,888	174,271,666	\$115,019,300	245	
Ag	1,074,259	8.93	9,593,133	43,169,098	30,218,369	12,950,729	\$8,547,481	3.15	
Pt	1,074,259	1.2	1,289,111	773,466,480	541,426,536	232,039,944	\$153,146,363	420	
Pd	1,074,259	2	2,148,518	408,218,420	285,752,894	122,465,526	\$80,827,247	133	
Total:			14,680,492	1,805,789,552	1,264,031,687	541,727,866	\$357,540,391		
Millings								200.29	Avg.
Au	150,000	0.633	94,950	33,232,500	23,262,750	9,969,750	\$6,580,035	245	
Ag	150,000	8	1,200,000	5,400,000	3,780,000	1,620,000	\$1,069,200	3.15	
Pt	150,000		0	0	0	0	\$0		
Pd	150,000		0	0	0	0	\$0		
Total:			1,294,950	38,632,500	27,042,750	11,589,750	\$7,649,235		
Slumps								124.08	Avg.
Au	600,000	0.25	150,000	52,500,000	36,750,000	15,750,000	\$10,395,000	245	
Ag	600,000	8	4,800,000	21,600,000	15,120,000	6,480,000	\$4,276,800	3.15	
Pt	600,000		0	0	0	0	\$0		
Pd	600,000		0	0	0	0	\$0		
Total:			4,950,000	74,100,000	51,870,000	22,230,000	\$14,671,800		
TOTAL:			20,935,442	1,918,492,052	1,342,944,437	575,547,616	\$379,861,426	149.48	Avg. Cost/oz

TOTAL RESERVES

Total Au	Total Ag	Total Pt	Total Pd	Total Precious Metals
1,074,259	15,593,133	1,289,111	2,148,518	20,935,442
Value	Value	Value	Value	Total Value
\$580,905,554	\$773,466,480	\$408,218,420	\$1,918,492,052	\$1,918,492,052

Present Value

Amount (at the end of n periods)	\$1,918,492,052
Number of Years	20
Discount Rate/Yr.	8.00%
Net Value is:	\$411,608,038.71

-\$18,993,071.32

20 Yr. Avg. Yrly. Cash Flow

ASSUMPTIONS

Element	\$ Mkt Value
Au	360
Ag	4.5
Pt	600
Pd	180
Avg Price	286.13
Tax Rate	34%
Extraction Costs	70%
Cost/oz of Extraction	200.29

VALUATION OF BUFFALO MINE RESERVES

Black-Scholes Model

Assumptions

1. All the assumptions underlying the Black-Scholes model apply
2. The estimated reserves of the natural resource are known.

The following variables are used:

1. Present value of estimated reserves, net of royalties and marginal costs.
2. Variance in the price of the natural resource.
3. Present value of the cost of developing the natural resource.
4. Riskless interest rate that corresponds to relinquishment period.
5. Length of the relinquishment period on resource reserves.
6. Expected annual after-tax cashflow from resource after it is developed.

Inputs relating the underlying asset

Reserves of the natural resource =	20,935,442	(in ounces)
Current price of the natural resource, per unit =	\$286.13	(\$ currency)
Total cost per unit of extracting the natural resource =	\$200.29	(\$ currency)
Standard deviation in the price of the natural resource (ln) =	10.00%	(in %)
Estimated annual after-tax cashflow after developing resource =	\$18,993,071	(\$ currency)

Inputs relating to the option

Present Value of the cost of developing the resource option = \$25,000,000 (\$ currency)

Rights to resource will be relinquished =

20

 (in years)
General Inputs

Riskless rate that corresponds to the option lifetime =

8.00%

 (in %)
VALUING A LONG TERM OPTION/WARRANT

Stock Price=	\$1,797,045,988	T. Bond rate=	8.00%
Strike Price=	\$25,000,000	Variance=	0.01
Expiration (in years) =	20	Annualized dividend yield=	1.06%

d1 = 12.88789671

N(d1) = 1

d2 = 12.44068311

N(d2) = 1

Value of the natural resource option =

\$1,449,599,460

CONFIDENTIAL

Prepared by: Madison-Ross Holding, LLC

Property of : American Amex, Inc.

Buffalo Mine Conventional Valuation Calculations

Conventional Valuation with Variations				
Worksheet	Notes	Expected Case	Best Case	Worst Case
Base Year Revenue	User Input	\$ 31,000,000	\$ 78,000,000	\$ 18,000,000
Annual Growth Rate (%)	User Input	20%	40%	10%
Ending Year Revenue	Calculated	\$ 744,000,000	\$ 1,856,400,000	\$ 495,000,000
Years to Harvest	User Input	20	17	25
Target Years Revenues	Calculated	\$ 744,000,000	\$ 1,856,400,000	\$ 495,000,000
Projected After Tax Profit (%)	User Input	30%	45%	15%
Target Years After Tax Profit	Calculated	\$ 223,200,000	\$ 835,380,000	\$ 74,250,000
Price/Earnings Multiple	User Input	12	9	16
Required Annual Rate of Return (%)	H23	29.2%	29.2%	29.2%
Present Value Factor	H11	0.059	0.059	0.059
Required Equity Investment	User Input	\$ 25,000,000	\$ 25,000,000	\$ 25,000,000
Ownership Equity Sold/Purchased	Calculated	15.82%	5.64%	35.67%
Probability Assessment by Case		50%	10%	30%
Requested Percentage of Ownership based on weighted average of probabilities	Calculated	19.17%		

This example uses an 6 times return in 7 years, the Present Value factor for 7 years and 50% return

Buffalo Mine Reserves Report
Fair Market Values
Stated as per ounce

	01/20/2004	12/30/2007	12/11/2009
Gold (Au)	\$350	\$668	\$1,115
Silver (Ag)	4.50	14.13	17.16
Platinum (Pt)	600	1,243	1,427
Palladium (Pd)	190	352	358

The value of the Buffalo Mine in the Madison-Ross Holding Company report on the same dates above would be as follows:

1/20/2004 - \$1,918,492,052
 12/30/2007 - \$3,851,300,371
 12/11/2009 - \$5,755,476,156

The Fair Market Value of the Buffalo Mine increases as the price of the precious metals increased.

The Projections and the Business plan in the MRH report only changes as the price of the precious metals increased. The value increased approximately 3 time from 1/20/2004 to 12/11/2009.

falo Mine Reserves

Reserves	Tonnage	oz/ton	Total Oz.	Gross Value	Extraction Costs	Net	EBITA	Costs/oz	
Au	1,074,259	1.545	1,659,730	1,108,699,744	776,089,820	332,609,923	\$199,565,954	467.6	
Ag	1,074,259	8.93	9,593,133	135,550,967	94,885,677	40,665,290	\$24,399,174	9.891	
Pt	1,074,259	1.2	1,289,111	1,602,364,724	1,121,655,307	480,709,417	\$288,425,650	870.1	
Pd	1,074,259	2	2,148,518	756,278,336	529,394,835	226,883,501	\$136,130,100	246.4	
Total:			14,690,492	3,602,893,771	2,522,025,640	1,080,868,131	\$648,520,879		
allings									
Au	150,000	0.633	94,950	63,426,600	44,398,620	19,027,980	\$11,416,788	398.50	Avg.
Ag	150,000	8	1,200,000	16,956,000	11,869,200	5,086,800	\$3,052,080	467.6	
Pt	150,000		0	0	0	0	\$0	9.891	
Pd	150,000		0	0	0	0	\$0		
Total:			1,294,950	80,382,600	56,267,820	24,114,780	\$14,468,868		
Jumps									
Au	600,000	0.25	150,000	100,200,000	70,140,000	30,060,000	\$18,036,000	238.75	Avg.
Ag	600,000	8	4,800,000	67,824,000	47,476,800	20,347,200	\$12,208,320	467.6	
Pt	600,000		0	0	0	0	\$0	9.891	
Pd	600,000		0	0	0	0	\$0		
Total:			4,950,000	168,024,000	117,616,800	50,407,200	\$30,244,320		
TOTAL:			20,935,442	3,851,300,371	2,695,910,260	1,155,390,111	\$693,234,067	292.00	Avg. Cost/oz.

TOTAL RESERVES					\$34,861,703.34
Total Au	Total Ag	Total Pt	Total Pd	Total Precious Metals	20-Yr. Avg. Yrly. Cash Flow
904,680	15,593,133	1,289,111	2,148,518	20,935,442	
Value	Value	Value	Value	Total Value	
\$2,326,344	\$220,330,967	\$1,602,364,724	\$756,278,336	\$3,851,300,371	

Present Value

Amount (at the end of n periods)	\$3,851,300,371
per Years	20
Discount Rate/Yr.	6.00%
Present Value is:	\$1,200,653,640.48

ASSUMPTIONS	
Element	\$ Mkt Value
Au	668
Ag	14.13
Pt	1243
Pd	362
Avg Price	669.28
Tax Rate	40%
Extraction Costs	70%
Cost/oz of Extraction	398.50

12/11/2009
 \$1115
 17.16
 14.27
 358

Raymond L. Seilager

12/30/2007

Malpais Mine Reserves

Reserves	Tonnage	oz/ton	Total Oz.	Gross Value	Extraction Costs	Net	EBITA	Costs/oz	
Au	1,074,259	1.545	1,659,730	580,905,554	406,633,888	174,271,666	\$115,019,300	245	
Ag	1,074,259	8.93	9,593,133	43,169,098	30,218,369	12,950,729	\$8,547,481	3.15	
Pt	1,074,259	1.2	1,289,111	773,466,480	541,426,536	232,039,944	\$153,146,363	420	
Pd	1,074,259	2	2,148,518	408,218,420	285,752,894	122,465,526	\$80,827,247	133	
Total:			14,690,492	1,805,769,552	1,264,031,687	541,727,866	\$357,540,391		
Millings									
Au	150,000	0.633	94,950	33,232,500	23,262,750	9,969,750	\$6,580,035	200.29	Avg.
Ag	150,000	8	1,200,000	5,400,000	3,780,000	1,620,000	\$1,069,200	245	
Pt	150,000		0		0	0	\$0	3.15	
Pd	150,000		0		0	0	\$0		
Total:			1,294,950	38,632,500	27,042,750	11,589,750	\$7,649,235		
Slumps									
Au	600,000	0.25	150,000	52,500,000	36,750,000	15,750,000	\$10,395,000	124.08	Avg.
Ag	600,000	8	4,800,000	21,600,000	15,120,000	6,480,000	\$4,276,800	245	
Pt	600,000		0		0	0	\$0	3.15	
Pd	600,000		0		0	0	\$0		
Total:			4,950,000	74,100,000	51,870,000	22,230,000	\$14,671,800		
TOTAL:			20,935,442	1,918,492,052	1,342,944,437	576,547,616	\$379,861,426	124.08	Avg.
								149.48	Avg. Cost/oz.

TOTAL RESERVES					\$18,993,071.32
Total Au	Total Ag	Total Pt	Total Pd	Total Precious Metals	20 Yr. Avg. Yrly. Cash Flow
104,680	15,593,133	1,289,111	2,148,518	20,935,442	
Value	Value	Value	Value	Total Value	
\$638,054	\$70,169,098	\$773,466,480	\$408,218,420	\$1,918,492,052	

Present Value

End Amount (at the end of n periods)	\$1,918,492,052
Number of Years	20
Discount Rate/Yr.	8.00%
Present Value is:	\$411,609,030.71

ASSUMPTIONS	
Element	\$ Mkt Value
Au	350
Ag	4.5
Pt	600
Pd	180
Avg Price	286.13
Tax Rate	34%
Extraction Costs	70%
Cost/oz of Extraction	200.29

Raymond L. Seilage

1/20/2004

CRT CORPORATION

MINING LABORATORIES 375 S. AIRPARK ROAD, COTTONWOOD, ARIZONA 86326

PHONE: (928) 649-8569

email: tchris18@hotmail.com

FAX (623) 934-0965

October 10, 2008

Mr. Rick Hamilton, Vice President
Omnitrans International, Inc.
5604 Mission Center Road, 337
San Diego, CA 92108

Re. Buffalo Mine Confirmation

Dear Mr. Hamilton:

This letter is in reference to the Valuation report prepared by Madison-Ross Holding LLC dated January 20, 2004 for American Amex, Inc., A Nevada Corporation. The Precious Metals evaluation, both above ground and below ground, for reserves and the present value dated December 31, 2007 at US \$1.2 Billion (rounded) with a future value of US \$3.8 Billion is still valid.

After review of the above referenced report we confirm that the valuation is accurate. Today's market value is actually far in excess of these reported values.

Sincerely,



Mr. Christopher Roman Tychowski P.E.

VALUATIONS OF THE BUFFALO MINE RESERVES

Black-Scholes Model

Done for American Amex, Inc., a Nevada Corporation
The Original Report completed January 20, 2004
Up dated December 31, 2007

Buffalo Mine Reserves

Reserves	Tonnage	oz/ton	Total Oz.	Gross Value	Extraction Costs	Net	EBITDA	Costs/oz	
Au	1,074,259	1.545	1,659,730	1,108,699,744	776,089,820	332,609,923	\$199,565,954	467.6	
Ag	1,074,259	8.93	9,593,133	135,550,967	94,685,677	40,865,290	\$24,399,174	9.891	
Pt	1,074,259	1.2	1,289,111	1,602,364,724	1,121,655,307	480,709,417	\$288,425,650	870.1	
Pd	1,074,259	2	2,148,518	756,278,336	529,394,835	226,883,501	\$136,130,100	246.4	
Total:			14,690,492	3,602,893,771	2,522,025,640	1,080,868,131	\$648,520,879		
Millings									
Au	150,000	0.633	94,950	63,426,600	44,398,620	19,027,980	\$11,416,788	398.50	Avg.
Ag	150,000	8	1,200,000	16,956,000	11,869,200	5,086,800	\$3,052,080	467.6	
Pt	150,000		0	0	0	0	\$0	9.891	
Pd	150,000		0	0	0	0	\$0		
Total:			1,294,950	80,382,600	56,267,820	24,114,780	\$14,468,668		
Jumps									
Au	600,000	0.25	150,000	100,200,000	70,140,000	30,060,000	\$18,036,000	238.75	Avg.
Ag	600,000	8	4,800,000	67,824,000	47,476,800	20,347,200	\$12,208,320	467.6	
Pt	600,000		0	0	0	0	\$0	9.891	
Pd	600,000		0	0	0	0	\$0		
Total:			4,950,000	168,024,000	117,616,800	50,407,200	\$30,244,320		
TOTAL:			20,935,442	3,851,300,371	2,695,910,260	1,155,390,111	\$893,234,067	238.75	Avg.
								292.00	Avg. Cost/oz.

TOTAL RESERVES

Total Au	Total Ag	Total Pt	Total Pd	Total Precious Metals
904,680	15,593,133	1,289,111	2,148,518	20,935,442
Value	Value	Value	Value	Total Value
\$2,326,344	\$220,330,867	\$1,602,364,724	\$756,278,336	\$3,851,300,371

Present Value

Amount (at the end of n periods)	\$3,851,300,371
per Years	20
ist Rate/Yr.	6.00%
nt Value is:	\$1,200,853,660.46

\$34,661,703.34

20 Yr. Avg. Yrly. Cash Flow

ASSUMPTIONS	
Element	\$ Mkt Value
Au	986
Ag	14.13
Pt	1243
Pd	352
Avg Price	\$69.25
Tax Rate	40%
Extraction Costs	70%
Cost/oz of Extraction	398.50



MAX P. ARNOLD & ASSOCIATES, INC.

Appraisers And Consultants In Property Valuation

650 South Cherry St.
Suite 420
Denver, CO 80222
(303) 355-3547

June 22, 1995

Ray Weilage
American Amex, Inc.
1809 Main Street
Baker City, OR 97814

Dear Mr. Weilage:

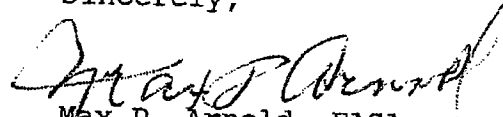
I certify that I personally reviewed the following Engineering/Geology Reports:

1. Summary report on the Geology and Reserves of the Buffalo Mine for DNI Holdings, Unc. by O.J. Roman, Littleton, CO, Registered Professional Geologist, State of Oregon.
2. Report on the Buffalo Mine for Lloyds Bank by O.J. Roman.
3. Great American Gold Corporation exploration program on the Buffalo Mine property by J.L. Werle, M.S., and N.C. Croome, P. Eng.
4. The Buffalo Mine Report by Leonard Thompson, PhD.
5. Evaluation report of the Buffalo Mine, Union Pacific Railroad Company, Natural Resources Division by Keith Jones and Ronald Karvinen.
6. Northwest Scientific, Inc. report precious metals available on the subject property.
7. Alaska Assay Company report on the mill tailings impounds on the Buffalo Mine site by Gerald Clay, Metallurgist Engineer.
8. State of Oregon, Department of Geology and Mineral Industries Report of Lodes Mines of the Central part of the Granite Mine District, Grant County, Oregon by George Koch, Jr. Assistant Professor of Geology, Oregon State College.

I further certify that I have interviewed the President of the Company, Ray Weilage, and reviewed material given to me by American Amex, Inc.

Our investigation reflects all authorities cited are qualified and their opinions are professionally prepared. My opinion of current value is based on that data and assumes 50 percent extraction costs. The results of that calculation indicate a current value of \$63,000,000. The above mentioned reports are included.

Sincerely,


Max P. Arnold, FASA
President

Note: This MAI report was done in 1995. The value of \$63,000,000 after 50% extraction cost was based on prices at that time. Base on today's price of Gold the value would be 4.4 times - \$277,200,000 after extraction cost. This report only considered Au & Ag and not the other PGM's of Pt, Pd, & Rh.

No precious metals have been taken from this mine since 1995. The mountain doesn't chance



VALUATIONS OF THE BUFFALO MINE RESERVES

Black-Scholes Model

Done for American Amex, Inc., a Nevada Corporation
The Original Report completed January 20, 2004
Up dated December 31, 2007

Buffalo Mine Reserves

Reserves	Tonnage	oz/ton	Total Oz.	Gross Value	Extraction Costs	Net	EBITDA	Costs/oz	
Au	1,074,259	1.645	1,659,730	1,108,699,744	776,089,820	332,609,923	\$199,565,954	467.6	
Ag	1,074,259	8.93	9,593,133	135,550,967	94,885,677	40,665,290	\$24,399,174	9.891	
Pt	1,074,259	1.2	1,289,111	1,602,364,724	1,121,655,307	480,709,417	\$288,425,850	870.1	
Pd	1,074,259	2	2,148,518	758,278,336	529,394,835	226,883,501	\$136,130,100	246.4	
Total:			14,690,492	3,602,893,771	2,522,025,640	1,080,888,131	\$648,820,879		
Tailings								399.50	Avg.
Au	150,000	0.633	94,950	63,426,600	44,398,620	19,027,980	\$11,416,788	467.6	
Ag	150,000	8	1,200,000	16,956,000	11,869,200	5,086,800	\$3,052,080	9.891	
Pt	150,000		0	0	0	0	\$0		
Pd	150,000		0	0	0	0	\$0		
Total:			1,294,950	80,382,600	56,267,820	24,114,780	\$14,468,868		
Dumps								238.75	Avg.
Au	600,000	0.25	150,000	100,200,000	70,140,000	30,060,000	\$18,036,000	467.6	
Ag	600,000	8	4,800,000	67,824,000	47,476,800	20,347,200	\$12,208,320	9.891	
Pt	600,000		0	0	0	0	\$0		
Pd	600,000		0	0	0	0	\$0		
Total:			4,950,000	168,024,000	117,616,800	50,407,200	\$30,244,320		
TOTAL:			20,935,442	3,851,300,371	2,695,910,260	1,165,390,111	\$683,234,067	238.75	Avg. Cost/oz.

TOTAL RESERVES

Total Au	Total Ag	Total Pt	Total Pd	Total Precious Metals
904,680	15,593,133	1,289,111	2,148,518	20,935,442
Value	Value	Value	Value	Total Value
\$2,328,344	\$220,330,967	\$1,602,364,724	\$758,278,336	\$3,851,300,371

Present Value

Amount (at the end of n periods)

\$3,851,300,371

ASSUMPTIONS	
Element	\$ Mkt Value
Au	688
Ag	14.13
Pt	1243
Pd	352
Avg Price	589.28
Tax Rate	40%
Extraction Costs	70%
Cost/oz of Extraction	399.50

**** Based on November 2009**
The value would exceed
\$5.0 Billion

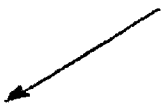
**Full Union Pacific Railroad Report on the
Buffalo Mine**

- Two letters from the United States Smelting Refining and Mining Company in Salt Lake City, UT showing Certified Assays.
- Letters dated 1963. This was the last time the mine was actively mined.
- The Union Pacific Railroad Report was dated 1965 and stated on page 6 "At full capacity, sufficient ore remains above the 600' level to operate the mine 10 years."
- The Union Pacific Railroad Report also shows 337,000 tons of reserves between the 400' and 600' levels containing 229,000 oz of Gold and 5,102,000 oz of Silver. At current prices this would have a value in excess of \$240,000,000.

EVALUATION REPORT

of the
BUFFALO MINE
Grant County,
Oregon


Union Pacific Railroad Company
Natural Resources Division
Laramie, Wyoming



*NOTE: THIS IS AN OLD
REPORT, BUT THIS
MINE HAS NOT
BEEN WORKED
SINCE 1965. THE
GEOLOGIST DIED
AND UP SHELFED
THE PROPERTY
FOR 25 YRS.*

by
Keith F. Jones
and
Ronald D. Karvinen

May 12, 1965



CERTIFIED COPY
OF ORIGINAL

SUMMARY

An opportunity exists whereby the U.P.R.R. Company could purchase for \$150,000 a 75% interest in the Buffalo Mine, a gold-silver producer in Grant County, Oregon. Past production has been from four parallel fissure-fill gold-quartz veins. The ore from the 400' level to the surface has been fully exploited. Prior to 1952, past production records are unreliable. Mr. Jackson and associates obtained the property in 1952 and their record show the production of 9,915 tons of ore with a weighted average value of \$43.50 per ton. This production is all from the No. 4 vein, primarily above the 400' level. Current production is from the No. 4 vein above the 600' level. Reserves in this vein amount to 35,100 tons and if the above weighted value holds the gross value therein would be \$1,526,850.00 with an estimated cost against the ore of \$693,576.00. Seventy-Five percent of the profit amounts to \$624,955.00, which would be Union Pacific's expected return. At full capacity (50 tons per day, 250 days per year), reserves on the No. 4 vein would last three years.

↙ An extremely attractive tonnage potential exists in the No. 1, 2, and 3 veins and further inferred reserves are anticipated at depth. A conservative estimate of indicated and inferred ore amounts to 337,100 tons with a gross value of \$14,690,850.00. Union Pacific's profit share could be estimated at \$6,002,754.00.

An option or working bond should be secured on the property for two years during which time the Union Pacific could further explore and develop the property, and obtain more accurate accounts on actual production costs as well as ascertaining ore grades. Exploration and development costs should be reimbursed from first profits.

NOTE: Based on this report, the 377,100 tons of reserves between the 400' - 600' levels contains 229,000 oz of Gold and 5,102,000 oz of Silver. At market value on May 9, 2007 the total value of this small section of the Buffalo Mine is \$223,831,700.

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OF ORIGINAL

PROJECTED VALUES AT VARIOUS GOLD-SILVER PRICES
1965

Total Tons: 337,000 (Indicated and Inferred)

2,091 Tons Average at 22.26:1 Silver to Gold Ratio

Total Ounce Gold = 229,000 oz.

Total Ounce Silver = 5,102,000 oz.

<u>Price Per Ounce</u>		<u>Value</u>		<u>Total Value*</u>
<u>Gold</u>	<u>Silver</u>	<u>Gold</u>	<u>Silver</u>	
\$35.00	\$ 1.289	\$ 8,015,000	\$ 6,576,500	\$14,591,500
35.00	2.000	8,015,000	10,204,000	18,219,000
35.00	4.500	8,015,000	22,959,000	30,974,000
35.00	10.000	8,015,000	51,020,000	59,035,000
45.00	2.000	10,305,000	10,204,000	20,509,000
45.00	4.500	10,305,000	22,959,000	33,264,000
45.00	10.000	10,305,000	51,020,000	61,325,000
70.00	4.500	16,030,000	22,959,000	38,989,000
70.00	10.000	16,030,000	51,020,000	67,050,000
105.00	4.500	24,045,000	22,959,000	47,004,000
105.00	10.000	24,045,000	51,020,000	75,065,000

* Under a 75-25 agreement, Union Pacific's return would be 75% of this value.

CERTIFIED COPY
OF ORIGINAL

COPY

UNITED STATES SMELTING REFINING
AND MINING COMPANY

SALT LAKE CITY, UTAH

For Mr. N. S. Wagner

August 30, 1963

Mr. James Jackson, Jr.
Buffalo Mine
Granite, Oregon

Mr. Jackson, the attached certificate shows our assay results on a sample sent to us by Mr. N. S. Wagner of the Oregon State Department of Geology and Mineral Industries.

Based on today's metal prices, a concentrate such as this would be worth approximately \$290.04 with your transportation only to be deducted. The railroad freight for a concentrate of this value, from Baker to the smelter at International, Utah is \$18.40 on a 40-ton minimum car and \$15.04 per ton on a 50-ton minimum car. The 50-ton rate would leave you approximately \$275.80 per ton for this product.

Our treatment charge is a little higher than normal on this type of product due to the high sulphur content. The sulphur must be roasted out of the concentrate before it can be smelted and this increases the cost of handling this material.

We received shipments, both crude and concentrate, from this property a number of years ago when Mr. Bruce Dennis owned it and his nephew, Frank Allen, operated it for him. I have visited the property many times and have been underground also.

We'd appreciate hearing from you as to the possibility of shipments coming to us.

We are attaching hereto a quotation sheet showing the terms used in calculating the value of this product.

Best wishes,

Blaine Watts
Ore Buyer

BW:mes

Attach. 2

cc: Mr. N. S. Wagner

*Thanks for your part in
this, Mr. Wagner.* *BW*

ASSAY CERTIFICATE

4076

UNITED STATES SMELTING REFINING AND MINING COMPANY

Name

H. S. Hagaman, Geologist
State Department of Geology & Mineral Industries
2033 1st St., Baker, Oregon

Midvale, Utah,

August 29, 1963

LOT NO.	Oz. Gold Per Ton	Oz. Silver Per Ton	Per Cent Copper	Per Cent Lead	Per Cent Silica	Per Cent Iron	Per Cent Zinc	Per Cent Sulphur	Per Cent Lime	Per Cent Antimony	Per Cent Bismuth	Per Cent Arsenic	Per Cent Cadmium	Per Cent ox Pb	Per Cent ox Zn
<i>H.S.</i>	<i>5.89</i>	<i>94.7</i>	<i>.70</i>	<i>3.2</i>	<i>23.2</i>	<i>24.3</i>	<i>3.2</i>	<i>35.1</i>	<i>.2</i>			<i>1.45</i>			

F. J. Marshall
 Chief Chemist

August 15, 1963

Ore Paying Department
Consolidated Mining & Smelting Co.
Trail, B. C.

Dear Sir:

I am writing for Mr. James Jackson, Jr., Buffalo Mine, Granite, Oregon.

Except during the last two or so years when his efforts have been devoted solely to the driving of a new deep level drift, Mr. Jackson has shipped several carloads of concentrates to the Tacoma Smelter each year for eight or so years. He is again back in ore and has milled and shipped two or three carloads during the past few months.

The way things are today here in the States there are persistent rumors to the effect that Tacoma may shut down. For this reason Mr. Jackson is concerned and wishes to look into alternative outlets for his concentrates; hence this letter to you.

As a general rule Mr. Jackson's concentrates run around \$350. in combined gold-silver value. However, they sometimes drop to around \$250. or climb to \$450. to \$500. The present sample will probably be in the lower-than-normal range because some development rock was included in the mill feed from which it originated. Otherwise the sample is reasonably representative of the type of concentrate normally produced at the Buffalo.

Will you please examine this sample and advise Mr. Jackson as to your interest in accepting it, your estimate of treatment charges and any special particulars or complications that may exist with regard to the shipment of gold-bearing concentrates across the border?

Yours very truly,

H. S. Wagner
Geologist

HSW:tm
cc: Jim Jackson

P. S. Reply directly to Mr. Jackson, Buffalo Mine, Granite, Oregon

HSW

PMU

Sept 5, 1963 reply to Jim

Ore assay # 7890

Au g/tm	5.67
Ag g/tm	96.0
Cu %	.4
Pb %	4.1
Zn %	3.6
Silica %	19.9
Fe %	29.0
CaO %	.8

Estimated value of concentrates on above assay basis - (not firm offer)

GOLD	{ (97.5% - 5.52625%)	
	@ \$ 36,659.38 -	202,66
SILVER	{ (95% - 91.2%)	
	@ \$ 1,377.23 -	125.60
LEAD	{ (4.1% - 82 lbs 20-62)	
	@ \$ - 7.691¢	4.77
ZINC	{ (3.6% - 72 lbs 50-22)	
	@ \$ 4.325¢	.95
		<hr/> 333.98

Treatment base	\$15.00
Lead Debit 25.9 @ 10¢	2.59
Silica some Cr 20.7 @ 14¢	2.90
Arsenic Arsenic Debit	---
Moisture Debit	---
	<hr/> 14.69

— Value per s.d.t. \$ 319.24

CanadianORE BUYER — J.H.D. Hargrave

H. L. VEATCH

R. F. D. No. 2 - ROCKY FORD, COLORADO
MINING AND MILLING
METALLIC AND NON METALLIC ORES
VALUATION AND REPORTS

BUFFALO MINE
SUMPTER, OREGON

October 25, 1962

Mr. Tom Scott
Buffalo Mine
Sumpter, Oregon

Dear Mr. Scott:

In compliance with your request, I am submitting a short working run down on the Buffalo Mine and mill. There is only one reason why this mine needs money today and that is not enough production.

The Buffalo Mine with the proper amount of development work will have a life of at least 25 years, but this development work must be kept up.

The mine from the 600' level to the old 200' level, I estimate a production of 71,000 tons of ore that will average \$35.00 per ton.

The mill should be revamped. That is to make a few changes to double the tonnage and put the mine on a paying basis.

This mine has wonderful management but is

Contd; Tom Scott Letter..... Buffalo Mine

H. L. VEATCH

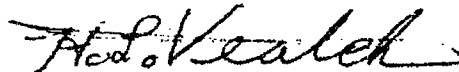
R. F. D. NO. 2 - ROCKY FORD, COLORADO
MINING AND MILLING
METALLIC AND NON METALLIC ORES
VALUATION AND REPORTS

Just too small a tonnage to show a profit, and at this time needs \$100,000.00 for revamping the mill, repair the power line, and underground development work. This will double the former tonnage and will put the mine on a long life and paying basis. There is no question of tonnage. This mine will produce \$2,485,000.00 from the 600' level up to the 200' level.

There is no question in my mind but what the mine will produce another \$2,500,000.00 below the 600' level. The Buffalo Mine has been in production each and every year for the last 60 years and has produced \$1,300,000.00.

This new work will produce 100% more ore which in my opinion should have been worked out several years ago, and at this time it might be that they would not need this money.

Sincerely Yours,



H. Lee Veatch

H.L.V./fj

NOTE: This report is dated Oct. 25 1962. Price of Gold was \$35/oz. He states "there is no question that there is \$5,000,000 in Gold." AT TODAY'S GOLD PRICE - \$1,092/OZ - THAT WOULD BE \$156,000,000. This does not take into consideration all the other precious metals such as Pt, Ag, Pd, & Rh.

STATE OF OREGON
DEPARTMENT OF GEOLOGY AND MINERAL INDUSTRIES
1050 STATE OFFICE BUILDING
PORTLAND 1, OREGON

Bulletin No. 49

**LODE MINES OF THE CENTRAL PART
of the
GRANITE MINING DISTRICT, GRANT COUNTY, OREGON**

By
George S. Koch, Jr.
Assistant Professor of Geology
Oregon State College

1959



GOVERNING BOARD

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~~Price \$1.00~~

Foreword

Gold mining was the backbone of Oregon's mineral industry prior to World War II. In the 10-year period from 1930 to 1940, Oregon had an average of 100 producing lode gold mines. In 1940, of the 304 producing gold properties, 112 were lode mines. Seventeen of these mines were in Grant County and 26 in adjacent Baker County. Gold accounted for nearly half of Oregon's mineral production that year.

Since World War II, gold mining has been unable to recover from the 1942 closure brought on by Government order. Oregon's mines are not alone in this respect and only a few gold mines in the United States have been able to reopen and continue operations. The Buffalo mine in the Granite mining district of Grant County is among these few. This Bulletin is to put on record the operation of the Buffalo mine and to call attention to the geological setting of the mines in the central part of the district. Although it is not thought that there will be an early resurgence of gold mining in the State, it was considered essential to the knowledge of the State's mineral resources to record the information that was available in the underground workings of the mines in this district. Unfortunately most of the mines producing prior to 1940 are now caved or unsafe to enter and a great deal of valuable information has been lost. This Bulletin salvages information on the core of a mining district where gold was first found nearly 100 years ago and it may encourage further investigations. It is possible that other properties in the State could be mined profitably if operated on a scale similar to the Buffalo mine.

Geological investigations in this part of northeastern Oregon have been the subject of several published geological works. This report not only takes advantage of the early geological data but relates surface and subsurface geology on a more detailed scale than has been previously used. An appendix by Mr. S. H. Pilcher reports the findings of a study on wall-rock alteration at the Buffalo mine and it should afford clues for future prospecting. Basic studies such as these must be applied when investigating the geology of the various lode mine areas of the State.

The author of this bulletin, Dr. George S. Koch, Jr., is assistant professor of economic geology at Oregon State College. His varied experience while with private mining companies and the U.S. Geological Survey has made him well qualified for this study. It is believed his report will provide information to prospectors and investigating engineers for the immediate future and for many years to come, not only in the Granite mining district but also in contiguous areas of northeastern Oregon.

Hollis M. Dole
Director

February 27, 1959

Introduction

1

Introduction

The Granite mining district is in easternmost Grant County, Oregon, (see index map, Figure 1). Gold was discovered there in 1861, and since then the district has produced gold with a gross value of about \$1,600,000 and silver and base metals of lesser value. Since World War II gold production has almost ceased in the district. A notable exception is the

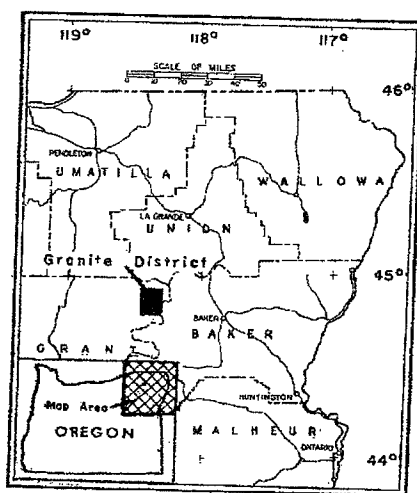


Figure 1 - Index map showing location of Granite mining district, northeastern Grant County, Oregon.

Buffalo mine, which has continued to obtain a small but consistent production of gold comparable to that produced in the whole district during the best previous years since the district was discovered. In fact, since World War II practically all of the gold produced in Oregon from lode mines has come from the Buffalo mine. Because of the record of consistent gold production from the district and because various mine workings were accessible for study, the Oregon Department of Geology and Mineral Industries made a geological survey of the central part of the Granite district during the summer of 1957. This bulletin reports the work done.

Previous work

Lindgren (1901, especially pages 677-688)* briefly examined the Granite district during a geological reconnaissance of the mines of eastern Oregon. More detailed examinations of some of the mines were made between 1908 and 1914 by geologists and engineers of the Oregon Bureau of Mines and Geology and the U.S. Geological Survey whose reports and maps appear in publication by Pardee (1908, 1910, and 1941), Pardee and Hewett (1914), and Swartley (1914). In 1929 Hewett (1931) re-examined the mines that were then accessible. Additional information on the mines was obtained during the late 1930's by geologists and engineers of the Oregon Department of Geology and Mineral Industries, especially by H. K. Lancaster and J. E. Allen, and published by the Department (1941) in its Oregon Metal Mines Handbook. All of these reports contain valuable information, much of which concerns defunct companies and inaccessible mines and is not otherwise available today.

Present work

The present work was done by the writer, with the able assistance of S.H. Pilcher, during 3 months in the summer of 1957. Because little or no information was available at the inactive mines in the outlying parts of the Granite district, work was restricted to the mines in the central part of the district. These mines are the Ajax, Blue Ribbon, Buffalo, Continental, Cougar-Independence, Magnolia, New York, Standard, and Tillicum. Not described in this report are

*References following Appendix.

Mineralogy and vein structure

At the Buffalo mine, the four principal veins are similar in vein structure and mineralogy. In 1957 only the Constitution vein was accessible for study and consequently most of this description is drawn from observation made on that one vein. Pilcher (1958) studied the Constitution vein in some detail and his account has been freely used.

The vein minerals are few in number. The metallic minerals are pyrite, arsenopyrite, chalcopyrite, native gold, galena, sphalerite, and tetrahedrite. The gangue minerals are quartz and calcite. In studying veins that are mostly or completely inaccessible today, Hewett (1931, p. 326) found dolomite which Pilcher looked for but did not find.

The metallic minerals have characteristic textures. The arsenopyrite and pyrite are intergrown in coarse- to fine-grained crystals, mostly with distinct faces. These crystals have been fractured and the interstices filled with coarse-to-fine grains of galena or sphalerite, most of which lack crystal faces. Within some galena grains are tiny grains of a mineral with the color and hardness of tetrahedrite. This mineral has been found only with the microscope in polished sections in grains too small to identify positively with the facilities available to the writer. Much of the chalcopyrite is closely associated with the sphalerite, either rimming it or along sphalerite cleavages.

Some of the gold is visible in irregular grains as much as 1/20 of an inch across that are intergrown with sphalerite and galena. But the bulk of the gold is not visible, even under the microscope, and cannot be recovered by panning. Milling data indicate that this gold is trapped within grains of the sulfide minerals. The gold is so erratically distributed that regular channel sampling is not worthwhile and grades are determined in various other ways. Samples taken by Pilcher and the writer contained as much as 16.28 ounces gold per ton across an 18-inch vein width, whereas the average ore mined in 1956 assayed 1.545 ounces gold per ton (Table 6, page 25).

No silver minerals have been recognized and the silver is believed to be present in silver-bearing tetrahedrite or trapped within grains of one or more of the sulfide minerals. The gangue minerals calcite and quartz fill open spaces in the veins and to a lesser extent replace earlier minerals. Some of the calcite was deposited before the sulfides as it occurs in brecciated fragments cut by seams filled with sulfide minerals.

The typical appearance of the Constitution vein is illustrated by Figures 13, 14, 15 (opposite page 21), and 16 (an opposite page). In most places the vein is well defined with sharp hanging walls and footwalls, which in some places are frozen to the wall rock and elsewhere are knife-edge faults with slickensided surfaces. The vein ranges in width from about 1 to 6 feet and averages somewhat less than 2 feet. In places the vein is a simple mineral-filled fissure but elsewhere (Figure 16) it is made up of several interlaced bands of vein matter and wall rock. The content of metallic minerals ranges widely from place to place but rarely comprises more than 10 percent of the vein.

The Constitution vein was emplaced partly by open-space filling and partly by replacement. Open-space filling is indicated by crustification of sulfide minerals, by comb and vuggy quartz, and by sharp and angular fragments of wall rock within the vein. Replacement is indicated by ribbon structure, by partly replaced fragments of wall rock, and by shadowy outlines of fragments of wall rock that have been almost completely replaced. Many parts of the vein were formed by both replacement and by open-space filling.

After the Constitution vein was emplaced, there was some post-ore movement, mostly along the walls of the vein, reopening previous fault fissures. In some places, this resulted in the formation of a gouge of finely ground metallic minerals.

Mineral Deposits

25

Table 5.
Average Grade of Concentrates
at Buffalo Mine

Gold	9	ounces per ton
Silver	68	" " "
Arsenic	6	%
Zinc	4	%
Copper	0.7	%
Antimony	0.4	%
Nickel	trace	
Bismuth	trace	
Lead	not recorded	

Note: Averaged from 16 recent returns from Tacoma smelter, American Smelting and Refining Company.

Economic considerations

Operating costs including maintenance totaled \$33.37 per ton at the Buffalo mine in 1957 (Table 4, an opposite page). Comparison of these costs with the grades of ore for representative periods (Table 6 below) indicates that a good operating profit can be made with ore of the grade mined in 1956, but that ore of the average grade mined from 1904 to 1956 and from 1953 to 1956 will pay little more than the operating costs. Important factors in keeping the costs down are the decision to keep production small, the unusual amount of mechanization for a mine of this size and location, and careful management.

The maps and plans show that a substantial amount of ore has been stoped above the 400 level and that, in fact, a high proportion of the total drifting on this level was in ore. Therefore, there must be ore below the 400 level and, from the type of mineralization and persistence of the vein, the writer expects that about the same amount of ore will be developed per foot of depth below the level as was mined above it. Furthermore, there is no reason to expect the ore shoots to bottom within the depth at which another level or two might be driven. Additional ore can also be expected from continued development on the 400 and 200 levels.

Table 6.
Grade of Ore at Buffalo Mine

	Gold oz.	Silver oz.	Copper %	Lead %	Approximate gross value at 1957 prices
1904-1956	0.823	6.03	—	—	\$ 34.26
1953-1956 (inclusive)	0.847	7.05	0.049	0.50	37.69
1956	1.545	8.93	0.074	0.36	63.64

Note: This table was calculated from Table 2 on page 7, which is in terms of recoverable metal. Gold and silver are given in fine ounces per ton; copper and lead are given in percent. Gross value of the ore per ton is calculated with gold at \$35.00, silver at \$0.905, copper at \$0.27, and lead at \$0.14.

CONCLUSION

The Buffalo Mine appears to offer a viable economic mining situation. I recommend the financing of the Buffalo Mine production, development-exploration program. The potential for increased reserves on the Buffalo Mine vein systems exceed that of some entire mining districts. The favorable market place (the rising price of gold) and the virtually open-ended reserve potential could not have come together at a more fortuitous time for the Buffalo Mine Property.

The plan of operation and revenue presented by Great American Gold Corporation is conservative and realistic. I believe the long-term picture will greatly exceed the projections.

REPORT ON

THE BUFFALO MINE

GRANT COUNTY, OREGON
Sec. 14, T 8 S, R 35 1/2 E

for
LLOYDS BANK

O. J. ROMAN
5579 West Maplewood Place
Littleton, Colorado 80123
(303) 798-6095

**SUMMARY OF ALL REPORTS
UNDER GROUND AND ABOVE GROUND
DATE – 12/03/09**

- 1. All reports show under ground reserves to be 1,074,295 tons. Based on Kitco Market Report of 12/03/09 and using average results – Au 1.54 oz/ton, Ag 9.0 oz/ton and other PGM's of Pt, Pd, & Rh 1.0 oz/ton – the total under ground reserves = \$6,804,799,389.**
- 2. The tailings and dump ore above ground total 900,000 tons. Using the same Kitco Report and using average results – Au 0.6 oz/ton, Ag 2.0 oz/ton and other PGM's of Pt, Pd, & Rh 1.0 oz/ton – the value of the above ground reserves = \$1,815,732,000.**
- 3. THE TOTAL UP DATED VALUE OF THE RESERVES AS OF 12/03/09 IS PROJECTED TO BE \$8,620,531,389.**
- 4. The Madison – Ross Report dated 2007 showed reserves valued at \$3,851,300,371. Based on today's market the value is projected to be in excess of \$8.0 Billion.**
- 5. The Max P. Arnold & Associates, Inc. MAI report dated June 22, 1995 shows a current market value of \$63,000,000. This assumed a 50% extraction cost and no value was placed on the tailings and dump ore. No value was placed on other PGM's of Pt, Pd, Ag & Rh. Based on today's values and using all of the above ground ore and other PGM's the MAI is projected to exceed \$2.0 Billion.**

Buffalo Ore

2 messages

Charles Rogers <crogers@aaagideas.com>
To: Ray Weilage <rweilage@gmail.com>

Fri, May 8, 2009 at 2:34 PM

Ray:

A conservative estimate of the value of the precious metals that can be recovered from Buffalo ore is \$20,000 per ton of ore. This would include gold, silver, platinum, palladium, rhodium and other platinum group metals present. This number is based on the current value of metals and could be higher as the platinum group metals recover in value.

Charles Rogers

Vice President

Advanced Applications Group, Inc.

103 Chestatee Industrial Park Drive

Dahlonega, GA 30533

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Don Nelson
President

May 11, 2010

Mr. Ray Weilage
American Amex Inc.
3 Dunwoody Park, Suite 103
Dunwoody, Georgia 30338

Dear Ray:

In accordance with our discussions earlier today, AAG is offering to process 20 tons of Buffalo Mine ore material at its Flagstaff facility and to sell the recovered precious metals recovered. The metals will be sold to Johnson Matthey and copies of the sales receipts will be provided to American Amex as proof of our ability to recover and sell precious metals from the Buffalo Mine ore.

In order to accomplish this task, it will be necessary for us to re-establish operations at our facility in Flagstaff which has been temporarily closed due to lack of funds to continue operations there. Therefore, we will require \$750,000 to acquire additional small pieces of equipment, chemicals, fuel for the generators, and to cover operating expenses associated with that facility. In return for someone providing the \$750,000, AAG will offer a license for its recovery technology at no additional upfront charge and a nominal royalty from future sales of precious metals from Buffalo material. In addition, AAG will provide the necessary layouts of the process and assist with the establishment of a processing facility at the Buffalo Mine or another location to be designated. A license for the process is typically offered for a \$1 million upfront fee; therefore, this represents a discount over that usual fee.

Our relationship with Johnson Matthey has confirmed our abilities to recover precious metals including gold, silver, platinum, palladium, rhodium, and iridium. Johnson Matthey's ICP readings of leach solutions produced by AAG from several ore materials have virtually matched the readings done by AAG personnel at our Flagstaff plant. In some instances their readings have exceeded ours. I am attaching some of those results

Advanced Applications Group, Inc.
103 Chestatee Industrial Park Drive
Dahlonega, GA 30533
Phone (706) 867-8875 Fax (706) 864-6222
www.aagideas.com

for your reference. We have processed Buffalo materials in small quantities (50 – 100 pounds) on several occasions. The results have been quite good and generally represent that precious metals averaging \$20,000 per ton in value are achievable. We believe that these values can be increased with further work and research on our part. Furthermore, we will work with Johnson Matthey to establish the exact formula for the ion exchange collector for the Buffalo ore to maximize the collection results. This will take three to four weeks to complete depending on Johnson Matthey's schedules and available time.

If you would like to proceed with the above described plan of action, please let us know and we will provide wiring instructions for the necessary funds to be sent to us. Should you have any questions, please feel free to call Charles or me. As always, we appreciate our relationship with you and the Buffalo Mine and look forward to assisting you further to achieve your stated goals.

Yours truly,

A handwritten signature in black ink, appearing to read "Don Nelson", with a long horizontal flourish extending to the left.

Don Nelson

Attachment

ICP Readings

	Pd	Pt	Rh	Au	Ag	TOTAL	
MEXICAN CONCENTRATE	ICP AAG	3.5	38.6	2.6	2.5	120	167.2
	ICP JM	1.4	41.3	0	2.6	125	170.3
	OPT AAG	1.23	13.59	0.92	0.88	42.24	58.86
	OPT JM	0.5	14.53		0.93	44	59.96
FERRO PHOSPHATE	ICP AAG	4.25	25.4	2.3	2.5	12.2	46.65
	ICP JM	58.4	29.2	0	2.3	0.45	90.35
	OPT AAG	1.12	6.77	0.61	0.67	3.25	12.42
	OPT JM	15.57	7.79	0	0.61	0.12	24.09
COPPER HILL	ICP AAG	4.2	52.3	3.2	2.8	12.2	74.7
	ICP JM	14.84	189.59	0.57	31.1	0.86	236.96
	OPT AAG	1.12	13.95	0.85	0.75	3.25	19.92
	OPT JM	3.96	48.96	0.15	8.29	0.23	61.59

NOTE: ICP values in ppm
AAG = Flagstaff results

OPT=Troy ounces per SAE ton
JM = Johnson-Matthey results

THE BUFFALO MINE

GRANT COUNTY, OREGON

**OWNED BY
AMERICAN AMEX, INC., A NEVADA CORPORATION**

**PRESIDENT AND OWNER:
RAYMOND L. WEILAGE**

NOTICE: THIS IS NOT AN OFFERING

THE INFORMATION CONTAINED HEREIN IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT AN OFFERING MEMORANDUM, PROSPECTUS, OR A SOLICITATION TO BUY PARTICULAR SECURITIES OF ANY KIND, NOR IS IT GIVING ANY TYPE OF INVESTMENT ADVICE. THE MATERIAL CONTAINED HEREIN IS STRICTLY CONFIDENTIAL. ALL PERSONS RECEIVING THIS DOCUMENT AGREE NOT TO DISTRIBUTE, DUPLICATE OR TRANSMIT THIS INFORMATION WITHOUT THE EXPRESS WRITTEN PERMISSION OF AMERICAN AMEX, INC., A NEVADA CORPORATION.

2009 Executive Summary

Since May 2007, management of the Buffalo Mine has been developing a leach technology specific to the Buffalo Mine tailings ore. We have been very successful in increasing the tailings ore value from \$1,400/ton to more than \$10,000/ton. This increase is primarily a result of retrieving more of the precious metals, platinum, palladium, and rhodium. This has been verified by three different laboratories.

At this time, the Buffalo Mine laboratory facility has the capability of refining 500 pounds of ore per day. With the addition of leach tanks and more pumps, motors, drying and grinding equipment, we can increase our output to one ton/day and then up to ten tons or ore per day, or 100 ounces of precious metals/day. Our goal is to make 3 kilo Dore bars per day (100 ounces is 6.25 pounds. A kilo is 2.2 pounds or 1,000 grams).

The equipment to do this can all be purchased "off the shelf". The chemicals can be purchased from a chemical warehouse and are not a special order. The results arise from how the chemicals and equipment are used together, a process known only to us and specific to the Buffalo mine ore.

To do the process we must build a refinery at the Buffalo Mine that consists of a 30 ft. x 60 ft. steel building to house leach tanks and refining equipment. In addition, an area must be set aside for grinding and storing tailings ore that will be processed at a later date. We will start in the laboratory building we now have, where we can refine 500 pounds/day. Size and tons processed can be developed in 90 days.

The Dore bars that will be produced will contain Au, Ag, Pt, Pd, and Rh. The percentage of each may vary depending on the ore being processed. The buyers will do a drill test on each kilo bar produced and do an assay. At this time, the Buffalo Mine has 900,000 tons of Ore above ground to be processed. Based on 10 tons per day, the amount far exceeds 100 years.

April 2010:

1. All equipment, including tanks, motors, pumps, dryers, and a grinder will be in place to process one/ton of tailings ore per day. All chemicals will also be ordered and in place.
2. Management will be working with one other person to process one ton/day.
3. One ton of tailings ore will yield: 10-20 ounces of precious metals, based on technology developed in past three-years. The average income will be a minimum of \$10,000/day.

By August 2010:

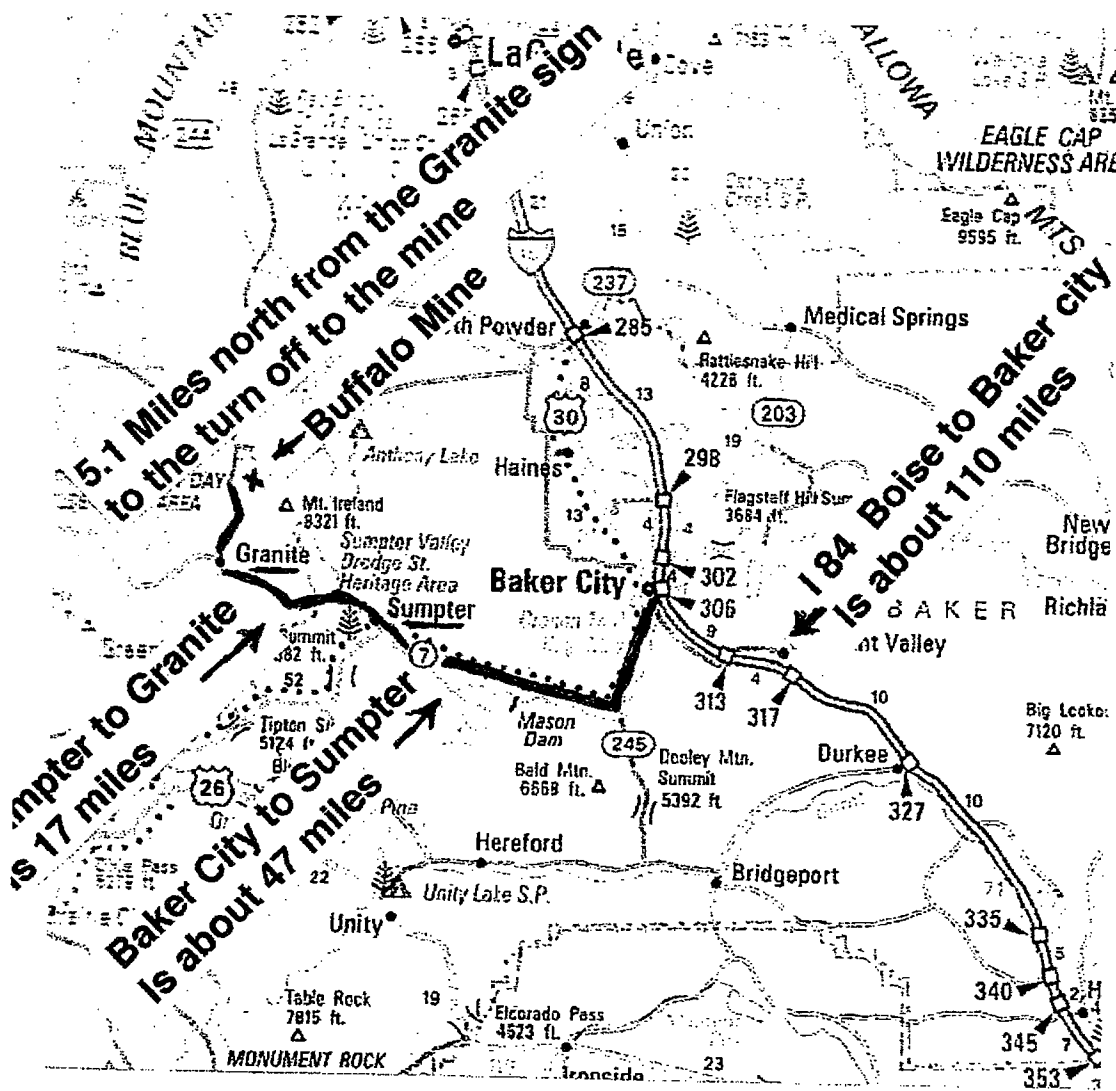
1. the refinery at the Buffalo Mine will be expanded to process 10 tons/day. This will require no additional personnel. The gross income is projected to be \$100,000/day
2. Additional leach tanks, pumps and other off-the-shelf equipment will be needed.
3. A 30' x 60' steel building will be built to store dry ground material. This building will also house the leach tanks and most of the refining process.
4. Buyers will be in place to purchase Dore bars that will be 1 kilo in size and contain Au, Ag, Pt, Pd, and Rh.

The Buffalo Mine
THIS IS NOT AN OFFERING OR SOLICITATION

Fair Market Value

	Jan 20, 2004	Dec 30, 2007	Dec 11, 2009
Gold	\$ 350	\$ 668	\$ 1,115
Silver	\$ 4.50	14.13	17.16
Platinum	600	1243	1427
Palladium	190	352	358
Total Value	\$1,918,492,052	\$3,851,300,371	\$5,755,476,156

The fair market value of the Buffalo Mine increases as the price of the precious metals increased. The fair market value increased approximately threefold from 2004 to 2009.



AMERICAN AMEX, INC., A NEVADA CORPORATION

**FINANCIAL STATEMENT
December 3, 2009**

The following report is a compilation of the basic financial statement of American Amex, Inc., a Nevada Corporation. A compilation is limited to presenting the form of financial statement information that is the representation of management. The statement is not audited.

**AMERICAN AMEX, INC.,
A NEVADA CORPORATION**

**Balance Sheet
December 3, 2009**

ASSETS

Current Assets

Cash in Bank-Checking	\$ 2,610
Note Receivable-note 2	160,000
Concentrate	<u>100,000</u>
TOTAL	\$ 262,610

Buildings and Equipment

Equipment and Tools	\$ 647,750
Buildings-note 3	<u>145,460</u>
TOTAL	\$ 793,210

Property

Land, Patented Claims, lode Claims-note 4	\$ 3,000,000
Reserves of Precious Metals-note 5	<u>8,620,531,389</u>
TOTAL	\$8,623,531,389

Other Assets

Work done/or in process for the BLM leases	\$ <u>75,000</u>
--	------------------

TOTAL ASSETS	\$8,623,606,389
---------------------	------------------------

LIABILITIES & STOCKHOLDER'S EQUITY

Current Liabilities

Accounts Payable-Trade	\$ 8,688
Interest Due 6	3,155,024
TOTAL	\$ 3,163,712

Long Term Liabilities

Debenture-note 7	\$ 550,000
Long Term Note 8	404,000
Capital Note-note 9	3,000,000
TOTAL	\$ 3,954,000

TOTAL LIABILITIES	\$ 7,117,712
--------------------------	---------------------

STOCKHOLDER'S EQUITY	\$8,616,488,677
-----------------------------	------------------------

TOTAL LIABILITIES & STOCKHOLDER'S EQUITY	\$8,623,606,389
---	------------------------

Raymond Weilage, CEO

12/3/09

AMERICAN AMEX, INC., A NEVADA CORPORATION

Notes to the Balance Sheet dated December 3, 2009

NOTE 1.....SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES.

This summary of significant accounting policies of American Amex, Inc., A Nevada Corporation is presented to assist in understanding the Corporation's financial statement. The financial statement and notes are representations of the corporation's management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statement. **HISTORY OF THE COMPANY** – American Amex, Inc., A Nevada Corporation was incorporated on October 13, 1993 under the laws of the State of Nevada. In May of 1991, American Amex, Inc., a Georgia Corp. acquired the Buffalo Mine, located in the Granite Mining District in the Blue Mountains of Oregon. In October of 1993, the Corporation was moved to Nevada. The Corporation has been in good standing since that time. Raymond L. Weilage has been it's CEO/owner since 1991 and continues in that capacity.

NOTE 2...ACCOUNTS RECEIVABLE.

A refund is due American Amex in the amount of \$160,000 from R. J. Financial for contract work that was not completed.

NOTE 3.....BUILDINGS

The mill located on the patented property was acquired for \$30,000. The other buildings located at the site had little value prior to January 1994. Subsequent to that date, substantial improvements have been made to the existing buildings.

NOTE 4.....PATENTED AND LODGE CLAIMS.

The four (4) patented claims total approximately 83 acres and the twelve (12) lode claims total approximately 900 acres. Acquisition and development cost were \$3,000,000.

NOTE 5.....RESERVES.

Max P. Arnold & Associates, Inc. appraisers and consultants in property values, reviewed eight engineering/geology reports. Their investigation reflects all authorities cited were qualified and their opinions were professionally prepared. The Buffalo Mine shows underground reserves of 1,074,259 tons of precious metals bearing ore. The State of Oregon, Department of Geology and Mineral Industries and other geological reports establishes the grade of ore at 1.545 ounces of gold per ton. Additionally, there is 150,000 tons of tailings ore and 750,000 tons of dump ore, which has analyses from Advanced Analytical Labs showing a value of \$1,400/ton. Nesbit-Thompson of Toronto, Canada did a review of the reports and assays and concurred with the Max Arnold & Associates findings. Based on the authorities cited and the current market prices of precious metals as of this date, 12/03/09, the fair market value of the certified reserves of the precious metals is \$8,620,531,389.

NOTE 6.....Interest Due

The amount of interest due on the debenture is \$2,339,394. The long term note is \$815,630.

NOTE 7.....Debenture

Sable Palm, Inc. holds a \$550,000 debenture and \$150,000 note. The collateral for the debenture and note is two of the patented claims.

NOTE 8.....Long Term Note

Raymond L. Weilage holds a "On Demand" note for \$254,000 dated January 7, 2008 that has an interest rate of 8.0% with a maturity date of January 7, 2009.

NOTE 9..... Capital Note

\$3,000,000 represents the money invested by the owners. The rate on the note is 7% with no maturity date. The note is "On Demand."

**SUMMARY OF ALL REPORTS
UNDER GROUND AND ABOVE GROUND
DATE – 12/03/09**

- 1. All reports show under ground reserves to be 1,074,295 tons. Based on Kitco Market Report of 12/03/09 and using average results – Au 1.54 oz/ton, Ag 9.0 oz/ton and other PGM's of Pt, Pd, & Rh 1.0 oz/ton – the total under ground reserves = \$6,804,799,389.**
- 2. The tailings and dump ore above ground total 900,000 tons. Using the same Kitco Report and using average results – Au 0.6 oz/ton, Ag 2.0 oz/ton and other PGM's of Pt, Pd, & Rh 1.0 oz/ton – the value of the above ground reserves = \$1,815,732,000.**
- 3. THE TOTAL UP DATED VALUE OF THE RESERVES AS OF 12/03/09 IS PROJECTED TO BE \$8,620,531,389.**
- 4. The Madison – Ross Report dated 2007 showed reserves valued at \$3,851,300,371. Based on today's market the value is projected to be in excess of \$8.0 Billion.**
- 5. The Max P. Arnold & Associates, Inc. MAI report dated June 22, 1995 shows a current market value of \$63,000,000. This assumed a 50% extraction cost and no value was placed on the tailings and dump ore. No value was placed on other PGM's of Pt, Pd, Ag & Rh. Based on today's values and using all of the above ground ore and other PGM's the MAI is projected to exceed \$2.0 Billion.**



STATE OF OREGON

Office of the Secretary of State Corporation Division

I, *Janet Sullivan*, Director of the Corporation Division,
DO HEREBY CERTIFY:

AMERICAN AMEX, INC., A NEVADA CORPORATION

a Business Corporation,
incorporated under the laws of
NEVADA

was authorized to transact business in Oregon on
December 14, 1993

and is active on the records of the Corporation Division
as of the date of this certificate.



Janet Sullivan
Director

BY

Linda L. Chatham

DATE March 24, 1994

CERTIFIED COPY
OF ORIGINAL

May 15, 2009

Oregon Department of Geology & Mineral Industries
229 Broadalbin Street SW
Albany OR 97321
(541) 967-2039

American Amex, Inc.
 3 Dunwoody Park Ste. 103
 Atlanta GA 30338

RENEWAL NOTICE

ID No.	12-0088 – Exploration Permit (XPM)		
Site	Buffalo Mine		
County	Grant		
Section	14 15 22 23	Renewal Fee	\$300
Township	8S	Renewal Date	06/30/2009
Range	35.5		

Your reclamationist for this site is Ben Mundie; Phone (541) 967-2149, Mobile (541) 619-4645; Email ben.a.mundie@mlrr.oregongeology.com.

RENEWAL INSTRUCTIONS

If you are renewing an OPERATING PERMIT, GRANT OF LIMITED EXEMPTION or GRANT OF TOTAL EXEMPTION:

1. Complete all sections on the enclosed Annual Report and Renewal Notice (AR&R).
2. Make a copy for your records.
3. Return to DOGAMI with check (payable to DOGAMI) for the amount due.

If you are renewing an EXPLORATION or VEGETATION permit:

1. Sign the enclosed Annual Report and Renewal Notice. *The other sections are not applicable to your permit.*
2. Make a copy for your records.
3. Return to DOGAMI with check (payable to DOGAMI) for the amount due.

PERMIT RENEWAL & CLOSING INFORMATION

Grant of Total Exemption

Oregon law does not require you to maintain this Grant of Total Exemption—it is a voluntary reporting. Also, DOGAMI must be notified prior to exceeding the 5,000 cubic yard or one acre disturbance limit allowed in each 12-month period. (If you choose not to renew your exemption, write on the renewal form to close the file and return it to us by the renewal date. We will send you a confirmation that your file has been closed.)

Operating Permit

An Operating Permit must be maintained until the surface mining operation described in the operating permit is completed or mining operations cease and the site is reclaimed. *In addition, if this site contains exempt acres, failure to renew on time will result in the loss of the exemption.* Contact your reclamationist immediately if you have completed reclamation, or are nearing completion of reclamation of this site.

Grant of Limited Exemption

To maintain a valid Grant of Limited Exemption, the exemption must be renewed on time. *Failure to renew on time will result in the loss of the exemption.* Contact your reclamationist immediately if you are nearing completion of mining. A closure plan must be submitted to DOGAMI for approval at least one year prior to completion of mining.

06/30/2009 – ID No. 12-0088 (XPM)
 5/14/2009

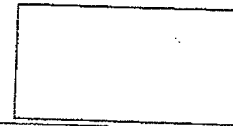
DO NOT STAPLE

**DOGAMI - 229 BROADALBIN STREET SW - ALBANY OR 97321
ANNUAL REPORT & RENEWAL NOTICE**

SECTION 1 - SITE & CONTACT INFO

Please review the site and contact information; note any changes/corrections:

ID No.: 12-0088 XPM - Exploration Permit
 County: Grant
 Section: 14 15 22 23
 Twp: 8S
 Range: 35.5
 Tax Lot:
 Site Name: Buffalo Mine
 Permittee: American Annex, Inc, a Nevada Corp. Phone: 678 781-5238
 Contact: Tom Partee Phone: 541-755-5093

**SECTION 2 - MINING ACTIVITY**For the time period 6/01/2008 thru 5/30/2009, provide the following information:
Land Disturbance - Provide the following acreages:

_____ ACRES of NEW area affected by mining.
 _____ ACRES of TOTAL area affected by mining.

Reclamation - Did any reclamation activity occur?

O Yes:

_____ ACRES of FINAL GRADING were completed.
 _____ TONS of OVERBURDEN were removed.
 _____ ACRES of TOPSOIL were replaced and seeded.

☒ No

_____ (other reclamation activities).

*Pd Ch
1030
Wachover*

Production - Did any extraction activity occur?

O Yes - Enter MONTHLY production

(in **TONS**) of aggregate or mineral
ore in the table to the right.

(Confidential per ORS 517.900):

06/2008	07/2008	08/2008	09/2008	10/2008	11/2008
12/2008	01/2009	02/2009	03/2009	04/2009	05/2009

_____ **12-MONTH TOTAL - TONS** (Yards to tons conversion factor on file with DOGAMI: 1.4)

ONX

SECTION 3 - FEE DUE (Calculate Below) & SIGNATURE

Figure amount due:

_____ x .0075 = \$ _____ + \$635 = \$ _____
 (tons) (per ton fee) (base fee) (total due)

(Be sure to note DOGAMI MLRR ID# 12-0088 on your check.)

I certify that the information in this report is true and correct to the best of my knowledge.

Raymond L. Weilage
 Signature

RAYMOND L. WEILAGE
 Print or Type Name

July 20, 2009
 Date

Notice of our approved Mining Plan

Baker City Herald

Baker City, Oregon, Friday, 1

Real Estate

ALEX FOR SALE
\$39,500
Corner of 3rd & Estes
10,000 down to
qualified buyer
4605 or 523-3281

Homes For Sale

ER FOR sale, 14X60
barette. Call 523-5219
P.M.

MONSTEAD
2 HOMES

er Good Cents
ulation equals:
339 RC
21 Walls
3 Floors
Which means
inexpensive,
round comfort..
e all our good
ents homes at
stead Homes
785 Tenth St.
523-4336

OX 523-3731



RES more or less, very
ve. Richland area, hay
store land, \$180,000..
ter financing possible
little 7% down, 1-503-
1.

FOR contracts I buy
ges, trust deeds &
ny amount, any term.
ilion. Call Blake 503-
06 to discuss your
Open 7 days a week
e your needs. (calls
j).

Property

PANORAMIC view,
aker City. Utilities avail-
Call after 5 P.M.:
18.

Lands

SH FOR TIMBER
lmer Corporation will
ding timber or deliv-
gs to North Powder.
All species, large and
cts. Phone 858-2207
898-2406.

Equipment

ACKHOE, 580C with
d condition; 503-372-

97-Trucks, Pickups

1984 CHEVY pickup, 3/4 ton
4X4, 6.2 litre diesel, \$5,500.
best offer. Call 523-478
evenings or 523-6103 week
days, ask for Russ.

1991 GMC Club Cab Z-71. To
of the line, all the options.
Beautiful, meticulous care and
maintenance. Must sacrifice
523-3489.

98-Four-Wheel Drive

1986 DODGE Ram 50 pickup
Great commuter or first vehicle
very good condition, five
speed, radio/cassette and air
\$4,500, 962-7082, La Grande

99-Autos For Sale

1967 BUICK, two door sedan
runs good, \$400, 523-3382.

1971 TOYOTA Landcruiser
clean and straight, 963-465
evenings.

1980 CHEVY Manza, four
cylinder, four speed, new tires
\$450, 523-6792 or 523-2700.

1986 STANZA Wagon. Air
stereo, power steering, roomy
& economical, \$3,850, call
523-9761.

WE BUY USED CARS.
PAID FOR OR NOT

NO VALUE
4X4
10705 Island Avenue, Island City
963-0700

100-Public Notices

Bald Mountain Ponds
Plan of Operation
USDA-Forest Service
Wallowa-Whitman
National Forest
Baker County, Oregon

District Ranger Charles L.
Ernst made a decision
December 20, 1993 to proceed
with the Mining Plan of
Operation for repair, use and
maintenance of three existing
ponds on the National Forest
which are associated with a
milling operation on private
land. Riparian habitat around
the ponds will be maintained.
Water seeps through the
ground from the last pond and
eventually enters McCutty
Creek. Water meets State
standards for metals and PH.
The work will take place in
Township 9 South, Range 36
East, Section 3 W.M.
The associated environmental
documentation is available
upon request from the Baker
District office, 3165 10th St.,
Baker City, OR 97814.

This decision is subject to
appeal pursuant to Forest
Service regulations 36 CFR,

100-Public Notices

Buffalo Lodge
Plan of Operation
USDA-Forest Service
Wallowa-Whitman
National Forest
Grant County, Oregon

District Ranger Charles L.
Ernst made a decision
December 20, 1993 to proceed
with the Mining Plan of
Operation for underground
mining and haul of up to 100
tons per day of ore to the mill
located on private land. Pond
on National Forest will be
repaired and additional ponds
constructed to facilitate the
milling operation. Water for
processing will come from the
lower portal or from the well on
private land. Existing mill tail-
ings will be excavated from the
National Forest and stockpiled
on private land for reprocess-
ing. Tailings from the hardrock
ore milling and from the old mill
tailings reprocessing will peri-
odically be cleaned out of the
ponds and disposed of on pri-
vate land. Existing waste rock
dumps will be enlarged. Roads
will be maintained. The work
will take place in Township 8
South, Range 35 1/2 East,
Section 28 W.M.
The associated environmental
documentation is available
upon request from the Baker
Ranger District office, 3165
10th St., Baker City, OR
97814.

This decision is subject to
appeal pursuant to Forest
Service regulations 36 CFR,
parts 217 and 251. To initiate
an appeal, a written Notice of
Appeal must be filed within 45
days from the date of publica-
tion of this notice in the Baker
City Herald.

LEGAL NO: 867

Published: December 24, 1993

Good Best Testing
Plan of Operation
USDA-Forest Service
Wallowa-Whitman
National Forest
Baker County, Oregon

District Ranger Charles L.
Ernst made a decision
December 20, 1993 to proceed
with the Mining Plan of
Operation for test hole excava-
tion using mechanized equip-
ment to ascertain placer values
and processing on site on a
highbar located over 100 feet
from McCutty Creek. Water for
processing will come from an
existing mining ditch which will
be maintained on an annual
basis. Reclamation will be
ongoing with the operation.
The work will take place in
Township 9 South, Range 36
East, Section 24 W.M.

Economy near year

WASHINGTON (AP) — The na-
tion's economy is growing ever
stronger near year-end, according
to fresh reports of rising incomes,
consumer spending and orders for
durable goods.

"It suggests the American public
was given an early Christmas pre-
sent," said Robert G. Dederick, an
economist with the Northern Trust
Co. in Chicago. "The data for No-
vember were very favorable across
the board."

The Commerce Department re-
ported Thursday that personal in-
comes rose 0.6 percent in Novem-
ber, the fourth straight advance.
Consumer spending was up 0.4 per-
cent, the eighth consecutive gain.

The department also said factory
orders for durable goods — items
from airplanes to appliances expect-
ed to last more than three years —
shot up 2 percent. It was the fourth
straight advance, the longest string
in more than six years.

"We seem to have a cycle where
strength in spending has led to in-
creases in orders, which have led to
increases in employment and in-
come, which in turn should lead to
more spending and orders," Deder-
ick said. "Everything was on the
upstroke in November."

Analysts said the data supports
fourth-quarter economic growth ex-
ceeding 4 percent at an annual

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Farmers fret abo

WASHINGTON (AP) — Farmers
always worry about the weather,
and in 1994 all of agriculture will
be worrying in a big way.

Shoppers might start watching
the Midwestern skies, too. A short
harvest of corn and other crops in
1994 could show up in food costs.
Large surpluses coming into 1993
helped make up for a flood-and
drought-shrunken corn harvest,
easing the impact on supplies and
prices.

"We're hoping that weather

activ
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accor

Land Title Co of Grant County, Inc

103 West Main Street
John Day, OR 97845-1092

Phone: (541) 575-1830 or 575-1529
Fax: (541) 575-0149
E-Mail: stevelandco@centurytel.net

Date: September 16, 2009

Fee: \$75.00

OWNERSHIP AND ENCUMBRANCE REPORT

The Company has searched its title plant record, and the Company reports as follows:

According to the Company's title plant records for Grant County as to land described below, the Company finds the following matters as of 8:00 a.m. on 9/8/2009.

A. The land which is the subject of this search is described as follows:

FOR LEGAL DESCRIPTION SEE ATTACHED EXHIBIT A

B. Title to the property described is vested in:

AMERICAN AMEX, INC., A NEVADA CORPORATION, a Nevada corporation

C. The land is subject to the following apparent monetary encumbrances:

1. Unpaid taxes for 2007-2008:
Levied Amount : \$1013.85
Balance Owning : \$923.49, plus interest and fees, if any
Account No. : 4 8-35V TL700; Ref. 2467
2. Unpaid taxes for 2008-2009:
Levied Amount : \$1,142.45, plus interest and fees, if any
Account No. : 4 8-35V TL700; Ref. 2467
3. 2009-2010 taxes, a lien not yet payable.
4. As disclosed by the tax roll the premises herein described have been zoned or classified for forest land use. At any time that said land is disqualified for such use, the property may be subject to additional taxes or penalties and interest.
5. This report does not include a search for financing statements or agricultural services liens which are filed with the Secretary of State and any matters which would be disclosed thereby are expressly excluded from coverage herein.

AMERICAN AMEX, INC.,
A NEVADA CORPORATION

2010

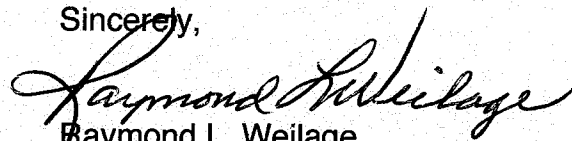
American Amex, Inc., a Nevada Corporation (Amex) is the owner of the Buffalo, Blue Ribbon, and Cox Mines. These three properties are contiguous, with the largest portion on patented land. The value of the aboveground and belowground ore is projected to be \$3.8 Billion. I believe Amex fits your investment strategy.

These Mines are turnkey. All permits for the State of Oregon and US Forestry Service are in place and are transferable. This is important, because it now takes 10 years to get these permits. The Mines also are free of environmental issues. Amex is now setting up a refinery on location. The high-tech procedure will extract Gold, Platinum, Silver, Palladium, and Rhodium. Management is in place to operate both the refinery and Mines. Amex and Advanced Applications Group (AAG) have developed a technology to recover precious metals using Johnson Matthew's Smopex, a metal scavenger system, which has resulted in recovery of up to \$20,000 PGM's per ton.

The worldwide demand for our products, Gold and other Precious Metals, is unprecedented. The world's top 100 precious metal company's stocks are up 677% on average, and up 216% in the last 12 months alone. The stock market has shown solid buying of Newmont and Barrick, two of the largest Gold producers in the world. The public market is strong and expected to stay strong over the long term, making American Amex, Inc., a Nevada Corporation a good purchase or JV partner, which ever fits your business concept.

I would like to meet with you and discuss this opportunity. Please call at (678) 781-5238 or email me a rweilage@gmail.com. I look forward to discussing this opportunity with you.

Sincerely,



Raymond L. Weilage,
President/Owner



CIRCUIT COURT OF THE STATE OF OREGON
FOR GRANT COUNTY

Grant County Courthouse
P.O. Box 159
Canyon City, Oregon 97820

William D. Cramer Jr., Circuit Judge
Carol Page, Trial Court Administrator
(541)575-1438 FAX 575-2165

Oct. 24, 2012

Martin Leuenberger
PO Box 1026
Baker City, OR 97814

D. Blair Clark
1513 Tyrell Lane, Suite 130
Boise, ID 83706

Jim Carpenter
601 S. Canyon Blvd.
John Day, OR 97845

Re: Raymond L. Weilage et al vs Ricky G. Smith et al.
Case No. 08-08211CV

Counsel:

This matter comes before the court by the named plaintiffs who seek to set aside their own settlement agreement and stipulated judgment which resolved cross-claims by the parties seeking control of the Buffalo Mine and associated mining claims and equipment.

There was and is an extended history where the parties accuse each other of bad faith in their dealings with one another. It appears some of those accusations are justified on both sides. Nevertheless, the judgment entered on June 22, 2009 with the attached Settlement Agreement (Ex 1) was submitted to the court as an arms-length, complete settlement of the disputes between the parties in this case, including which legal entity owned the properties. The document speaks for itself and I won't restate its terms. In addition, mining claim properties were added and listed as part of the settlement to which Sable Palm Development (Sable Palm) mortgage did not previously include. I also note that Sable Palm's counterclaims DID NOT involve a foreclosure of the mortgages, but rather focused on seeking control of the mine and its assets. The settlement agreement (Ex 1) proposed to do that by requiring transfer documents to be placed and held in a neutral escrow. That did not occur.

Finally, any decision or determination in this case of who owns the property is subject to further proceedings in the U.S. Bankruptcy Court.

Raymond L. Weilage (Weilage) and American Amex Inc., a Nevada Corporation, a Nevada Corporation (Amex) seek to set aside Exhibit 1, the judgment and settlement on three different theories, 1) Recission, 2) Equitable Mortgage, and 3) that the judgment and settlement are void, ab initio, as mortgages must be legally foreclosed.

EXHIBIT G
DECISION

RECISSION

Weilage and Amex argue that there was a sufficient breach of the agreement (Ex 1) by Defendants' that the settlement, ordered by a court into a judgment, was rescinded by operation of law, or that the court should find "extraordinary circumstances" and set this judgment aside.

I do find that Ricky Smith acted improperly in obtaining the Writ of Assistance. He is not a licensed Oregon attorney but in seeking the writ himself on behalf of Sable Palm, acted as such (Ex 4). He also sought the writ on the final day, June 30, 2011, on which Weilage and Amex could still have performed the agreement. I do find the writ was not served until after June 30th, that Weilage and Amex never performed under the agreement, and that though the Justice Court had no jurisdiction, that Plaintiffs suffered no legal harm. Plaintiffs themselves failed to perform even to placing documents in escrow as agreed in the settlement. They do not have "clean hands". Recission is not established and would be improper to so find.

JUDGMENT/SETTLEMENT VOID

Amex, through its attorney Mr. Clark argued that because Sable Palm held mortgages that the law required those mortgages to be judicially foreclosed and that the judgment and agreement (Ex 1) are void.

In his memorandum, the cases cited to discuss that parties within the mortgage document itself cannot set forth remedies that are contrary to the statutes. This is a case where parties, as between themselves, resolved their disputes and claims amongst the several parties. There is no prohibition in law that prevents parties from settling their disputes. While this is a creative argument, the cases cited do not lead to the conclusion proffered by Amex.

Amex is correct however that to effect the transfer of title to properties, including stock, that the Plaintiffs must transfer their interests either voluntarily or through contempt powers if the court orders it, or by judgment by the court. As previously stated, the settlement agreement had required Plaintiffs to place documents in escrow. Plaintiffs did not do so.

EQUITABLE MORTGAGE

Plaintiffs' final theory is that the judgment and settlement agreement (Ex 1) are in fact enforceable but constitute an equitable mortgage.

As a general proposition, and as previously discussed, parties are free to contract and resolve disputes in any lawful manner, as long as there is no fraud, illegality, etc. Courts are directed to review the terms of agreements and determine the legal effect of a transaction.

"If a transaction is in fact designed only to provide security rather than to effectuate a sale with an option to purchase, it is immaterial how clearly the lender proclaims in the instrument or in the preliminary negotiations that a mortgage is not intended." Derry v Babcock, 249 OR 394, 396 (1968)

Also as cited by Plaintiffs in their memorandum, the court in Derry stated:

"...it is the duty of the court to watch vigilantly these exercises of skill, lest they should be effectual to

accomplish what equity forbids; and that, in doubtful cases, the court leans to the conclusion that the reality was a mortgage, not a sale. " Id. @ 397

Factors that may be considered in determining how to characterize the transaction include:

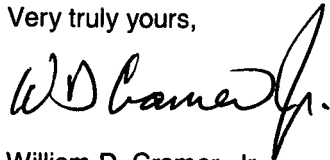
"(1) the situation of the parties including their business and social relationship, (2) price fixed in relation to the actual value of the property conveyed, (3) surrender of possession by grantor, (4) payment of taxes, (5) payment of rent, (6) liability by grantor to pay interest, (7) financial circumstances of the grantor, and (8) conduct of the parties before and after the transaction." Swenson v Mills 198 Or App 236, 242 (2005)

Turning to the facts in this case, at the time of the settlement in this case, as shown by the agreement, (Ex 1), Sable Palm held a \$550,000 debenture secured by a mortgage on the Buffalo Consolidated Quartz Patented Mining Claim. Sable Palm had a second, separate unsecured note for \$150,000. The settlement and judgment (Ex 1) provided security for both obligations and added additional collateral. It further validated those obligations and removed statute of limitations questions. The intent was that Amex pay off those obligations.

This transaction, as structured, constitutes an equitable mortgage. While I regret extending the litigation, equity regards as done, that which ought to be done.

Amex is the legal title holder. Sable Palm has a priority equitable mortgage in the property. Mr. Leuenberger and/or Clark shall prepare the order. This matter is referred back to the US Bankruptcy Court for further proceedings subject to any state appeals of this decision.

Very truly yours,



William D. Cramer, Jr.
Circuit Court Judge

WDC/bam



IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF GRANT

RAYMOND L. WEILAGE and AMERICAN
AMEX, INC., A NEVADA CORPORATION,
a Nevada corporation,

Plaintiffs,

vs.

RICKY G. SMITH, aka R. L. SMITH, JANICE
CONE, aka J. M. CONE, AMERICAN AMEX,
INC., a Nevada corporation, AMERICAN AMEX)
INCORPORATED, a Georgia corporation,
GOLDEN ISLES COMPANY, an Idaho
corporation, GOLD NICKEL MINING, LLC,
Idaho Limited Liability Company, and
SABLE PALM DEVELOPMENT, a corporation
of the Turks and Caicos Islands, British West
Indies,

Defendants

Case No. 08-08-211 CV

SUPPLEMENTAL JUDGMENT

Date of Hearing: August 8, 2012
Matter before the Court: Hearing on Motion to Rescind or Declare Settlement
Agreement to be an Equitable Mortgage
Appearances: Martin Leuenberger OSB #752247
For Plaintiff Raymond L. Weilage
D. Blair Clark OSB #050300
For Plaintiff American AMEX Inc., A Nevada
Corporation, Debtor in Possession
Jim Carpenter OSB #004361
For All Defendants

Based on the record and file herein, including testimony, exhibits and argument,

1 and the Court being fully advised in the premises:


2 SUPPLEMENTAL JUDGMENT is hereby entered as follows:

3 1. The Settlement Agreement, incorporated into the Stipulated Judgment of
4 June 22, 2009 is declared to be an equitable mortgage and must be foreclosed in the
5 manner provided by law.
6

7 2. Plaintiff American AMEX Inc., A Nevada Corporation. Is the legal titleholder to
8 the property described in the Stipulated Judgment and entitled to possession thereof.

9 3. The U.S. Bankruptcy Court must deal further with the matter.

10 DONE and DATED this 30th day of November, 2012.

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13 
14 Hon. William D. Cramer, Jr.
15 Circuit Judge

16 Submitted by:
17 Martin Leuenberger OSB #752247
18 Lawyer for Plaintiff Raymond L. Weilage
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CERTIFICATE OF SERVICE

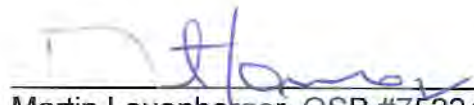
I, Martin Leuenberger, attorney for Plaintiffs, hereby certify that after preparing the foregoing SUPPLEMENTAL JUDGMENT I have forwarded a true copy via U.S. Mail to the following individual(s) on November 19, 2012:

Jim Carpenter
601 S. Canyon Blvd.
John Day OR 97845

nl At least three days have passed since that date and I have not been contacted with objections to the form of this document.

_____ At least three days have passed since that date and that I have been contacted with objections to the form of this document, which objections are submitted herewith.

DATED this 26 day of November, 2012.



Martin Leuenberger, OSB #752247
Attorney for Plaintiff

I hereby certify that the foregoing is a true copy of the original.

Martin Leuenberger, OSB#752247
Attorney for Plaintiffs