

MINERAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made effective as of June 22, 2020 (the “**Effective Date**”)

BETWEEN:

BALMORAL RESOURCES LTD., a corporation existing under the laws of the Province of British Columbia

(the “**Vendor**”)

AND:

OMNI COMMERCE CORP., a corporation existing under the laws of the Province of British Columbia

(the “**Purchaser**”)

AND:

WALLBRIDGE MINING COMPANY LIMITED., a corporation existing under the laws of the Province of Ontario

(the “**Indemnifier**”)

WHEREAS:

- A. The Vendor, a 100% subsidiary of the Indemnifier, is the sole beneficial owner of all right, title and interest in and to the Purchased Assets (as defined herein); and
- B. The Vendor has agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Vendor, all of the right, title and interest of the Vendor in and to the Purchased Assets upon and subject to the terms and conditions set out in this Agreement;

NOW THEREFORE in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Defined Terms

As used in this Agreement, the following terms have the following meanings:

“**Agreement**” means this mineral property purchase agreement, including the schedules attached hereto.

“Authorization” means with respect to any Person, any order, permit, approval, consent, waiver, license, registration or similar authorization of any Governmental Entity having jurisdiction over the Person.

“Books and Records” means all information in any form solely relating to the JV Interest of the Vendor, including books of account, financial and accounting information and records, personnel records, tax records, sales and purchase records, research and development reports and records, business reports, plans and projections, scientific and technical data and all other documents, files, correspondence and other information (whether in written, printed, electronic or computer printout form, or stored on computer discs or other data and software storage and media devices).

“Business Day” means any day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in Vancouver, British Columbia.

“Cash Consideration” means the cash portion of the Purchase Price payable on Closing as set out at Section 2.2(c).

“Closing” means the closing of the purchase and sale of the Purchased Assets, which shall occur upon the Closing Date.

“Closing Date” means the date of the Closing as agreed to by the Parties, which date shall not be after the Outside Date.

“Consideration Shares” means the total number of post-Consolidation Purchaser Shares to be issued to the Vendor pursuant to Section 2.2(d), calculated by dividing \$800,000 by the Financing Price.

“Consolidation” means the consolidation of the total issued and outstanding Purchaser Shares which is to be completed on the basis of five pre-consolidation Purchaser Shares for every one post-consolidation Purchaser Share.

“CSE” means the Canadian Securities Exchange.

“Deposits” means the non-refundable deposits in respect of the Purchase Price as set out in paragraphs 2.2(a) and 2.2(b).

“Encumbrance” means any encumbrance of any kind whatsoever on property including any privilege, mortgage, hypothec, lien, charge, pledge, security interest, adverse claim or any other option, right or claim of others of any kind whatever, whether contractual, statutory or otherwise, arising.

“Environment” means soil, land surface or subsurface strata, surface waters (including navigable waters, ocean waters, streams, ponds, drainage basins and wetlands), groundwater, drinking water supply, stream sediments, ambient air (including indoor air), plant and animal life, sewer system, and any other environmental medium or natural resource and the environment in the workplace.

“Environmental Laws” means all Laws and agreements with Governmental Entities and all other statutory requirements relating to the Environment.

“Escrow Agreement” means the voluntary escrow agreement to be entered into among the Vendor, the Purchaser and the Escrow Agent effective on Closing pursuant to section 2.3 in connection with the Consideration Shares.

“Escrow Agent” means the escrow agent to be determined by the Purchaser in its sole discretion and expense.

“Exploration Data” means a digital copy and hardcopy of all Property related data, including drill logs, maps and reports generated from said data, collected by the Vendor, the Joint Venture Partner or the Prior Owner and their respective contractors on the Property.

“Financing” means the private placement of Subscription Receipts at the Financing Price to raise gross proceeds of not less than \$1,500,000, or such other minimum amount as mutually agreed to in writing by the Parties.

“Financing Price” means the price paid per Subscription Receipt pursuant to the Financing, being \$0.60 per Subscription Receipt, or such other price as mutually agreed to in writing by the Parties.

“Governmental Entity” means (i) any international, multinational, national, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing or (iv) any stock exchange.

“Hazardous Substances” means any element, waste or other substance, whether natural or artificial and whether consisting of gas, liquid, solid or vapour that is prohibited, listed, defined, judicially interpreted, designated or classified as dangerous, hazardous, radioactive, explosive or toxic or a pollutant or a contaminant under or pursuant to any applicable Environmental Laws.

“Joint Venture” means the joint venture between the Vendor and its JV Partner with respect to the Property, in which the Vendor owns a 44% interest and the JV Partner owns a 56% interest as at the Effective Date.

“JV Agreement” means the joint venture agreement between the Prior Owner and the Vendor with respect to the operation of the Joint Venture as set out in the Schedule B to the Option Agreement dated July 24, 2011 between the Vendor and the Prior Owner, as amended from time to time, and as assigned with respect to the Prior Owner’s interest therein, to the JV Partner.

“JV Interest” means the ownership interest of the Vendor in the Joint Venture from time to time, which interest is equal to 44% as of the Effective Date.

“JV Partner” means CBLT Inc., and its successors and assigns.

“Law” means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have

the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended unless expressly specified otherwise.

"Letter of Intent" means the letter of intent dated June 11, 2020, as from time to time, between the Parties with respect to the Transaction.

"Mineral Rights" means the rights to prospect and explore for, to develop and to mine minerals on, in or under any lands.

"Moratorium" means the moratorium on all mining activity within the Pays Plat Traditional Territory, inclusive of the Property, imposed by virtue of Band Resolution dated July 31, 2019.

"Outside Date" means August 31, 2020 or such other date as may be agreed to in writing by the Parties.

"Parties" means the Vendor and the Purchaser, and **"Party"** means either of them.

"Pays Plat" means the Pawgwasheeng Pays Plat First Nation.

"Pays Plat Letter" means the letter dated May 8, 2020 from the Pays Plat to the Ontario Ministry of Northern Development and Mines, the Vendor and others regarding the assertion of the rights and sovereignty of the Pays Plat and regarding the continued application of the Moratorium.

"Person" includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status.

"Prior Owner" means GTA Financecorp Inc. (formerly GTA Mining and Resources Inc.) and its successors and assigns.

"Prior Shareholdings" has the meaning ascribed to the term at Section 2.2.

"Property" means, collectively, the unpatented mining claims, patented mining claims and patented lands and joint venture interests all described in Schedule "C", together with all renewals or extensions thereof and all surface, water and ancillary or appurtenant rights attached or accruing thereto.

"Property Rights" has the meaning ascribed thereto in Subparagraph 5(a) of Schedule "A".

"Purchase Price" has the meaning ascribed thereto in Section 2.2.

"Purchased Assets" means all property, assets and rights of every description whether real, personal or mixed, related to the JV Interest and all of the following as it relates to the JV Interest:

- (a) all easements appurtenant to the Property;
- (b) all geological, geophysical, geochemical, maps, databases, test data and all other information (including internal and external studies, analyses and other work products) in relation to the Property acquired, proved, gained or developed heretofore or in the possession or under the control of the Vendor;

- (c) to the extent owned by the Vendor, all improvements to the Property, all fixtures, plant, machinery, equipment, supplies, infrastructure and any other properties or rights of any description whether real or personal, in relation to the Property or the business of any of the Vendor or Prior Owner in relation to the Property;
- (d) all rights, benefits and entitlements of the Vendor under any Authorizations relating to the Property; and
- (e) all information in any form relating directly or indirectly to the Purchased Assets held or controlled by the Vendor.

“Purchaser Documents” mean the papers, instruments, documents and agreements required to be executed and delivered by the Purchaser to the Vendor at the Closing pursuant to this Agreement.

“Purchaser Shares” means the fully-paid and non-assessable common shares in the capital of the Purchaser.

“Purchaser Warrant” means a non-transferable common share purchase warrant of the Purchaser, which is exercisable for a period of two years from the date of issuance to acquire one post-Consolidation Purchaser Share at an exercise price of \$1.00 per post-Consolidation Purchaser Share, subject to acceleration in the event that the Post-Consolidation Purchaser Shares trade on a recognized stock exchange for 20 consecutive trading days at or above a volume weighted average price of \$1.50, in which case the expiry date will be accelerated to the date that is 30 days from the date of the acceleration notice.

“Release” has the meaning prescribed in any Environmental Law.

“Royalty” means the perpetual non-participating net smelter return royalty in favour of Autotrac Limited which is payable at a rate of 2% for the first one million ounces of gold produced from the Property, then 3% for the next two millions ounces produced, and finally 5% for all production in excess of 3 million ounces, all on the terms and conditions of the Royalty Agreement.

“Royalty Agreement” means the Exploration License with Option to Purchase dated October 15, 1999 between Autotrac Limited and American Bonanza Gold Corp. (formerly International Taurus Resources Inc.).

“Subscription Receipt” means a subscription receipt of the Purchaser, with each subscription receipt being comprised of one post-Consolidation Purchaser Share and one Purchaser Warrant.

“Transaction” means, collectively, the transactions contemplated by this Agreement in relation to the purchase of the Purchased Assets by the Purchaser and the sale of the Purchased Assets by the Vendor.

“U.S. Securities Act” means the United States Securities Act of 1933, as amended from time to time.

“Vendor” has the meaning ascribed to the term in the recitals of this Agreement, and includes, as applicable, Balmoral Resources Ltd., the wholly-owned subsidiary of the Indemnifier, which has the direct interest in the Purchased Assets and the Joint Venture.

"Vendor Documents" mean the papers, instruments, documents and agreements required to be executed and delivered by the Vendor to the Purchaser at the Closing pursuant to this Agreement.

1.2 Certain Rules of Interpretation

In this Agreement, unless otherwise specified:

- (a) the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Agreement;
- (b) all references to dollars or to \$ are references to Canadian dollars, unless specified otherwise;
- (c) any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa;
- (d) the words (i) "including", "includes" and "include" mean "including (or includes or include) without limitation," (ii) "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of," and (iii) unless stated otherwise, "Article", "Section", and "Schedule" followed by a number or letter mean and refer to the specified Article or Section of or Schedule to this Agreement; and
- (e) the schedules attached to this Agreement form an integral part of this Agreement for all purposes of it.

ARTICLE 2 PURCHASED ASSETS AND PURCHASE PRICE

2.1 Purchase and Sale

Upon and subject to the terms and conditions of this Agreement, on the Closing Date, the Vendor will sell, assign, transfer and convey unto the Purchaser and the Purchaser will purchase from the Vendor a 100% interest in the Purchased Assets, free and clear of all Encumbrances.

2.2 Purchase Price

The aggregate purchase price payable by the Purchaser to the Vendor for the Purchased Assets (the **"Purchase Price"**) shall be \$1,055,000 to be paid as follows:

- (a) \$17,500 cash as a non-refundable deposit which the Parties acknowledge was paid in connection with entry into the Letter of Intent;
- (b) \$17,500 cash as a non-refundable deposit which will be paid upon execution of this Agreement;
- (c) \$220,000 cash payable on the Closing Date; and

- (d) \$800,000 satisfied through the issuance of the Consideration Shares to the Purchaser on the Closing Date.

Notwithstanding the foregoing, if the issuance of the Consideration Shares would, taken together with any other Purchaser Shares owned or controlled, directly or indirectly, by the Vendor or any of its associates and affiliates (collectively, the "**Prior Shareholdings**"), result in the Vendor or any of its associates or affiliates owning or having control over more than 9.9% of the issued and outstanding Purchaser Shares on Closing, then the number of Consideration Shares issuable pursuant to paragraph 2.2(d) will be reduced so that the Consideration Shares together with the Prior Shareholdings will be equal to a maximum of 9.9% of the total issued and outstanding Purchaser Shares on Closing, and the cash consideration payable pursuant to paragraph 2.2(c) will be increased by an amount equal to the value of the reduction in Consideration Shares.

2.3 Voluntary Escrow Agreement

The Vendor covenants and agrees with the Purchaser that it will enter into the Escrow Agreement prior to Closing, pursuant to which the Consideration Shares will be held in escrow with the Escrow Agent on the terms and conditions of the Escrow Agreement including, without limitation, the following terms:

- (a) the Consideration Shares will be deposited into escrow on Closing and released from escrow as follows:
 - (i) 25% on the date that is 4 months from the Closing Date,
 - (ii) 25% on the date that is 6 months from the Closing Date,
 - (iii) 25% on the date that is 8 months from the Closing Date, and
 - (iv) 25% on the date that is 12 months from the Closing Date;
- (b) the Consideration Shares may be voted by the holder thereof while in escrow pursuant to the Escrow Agreement;
- (c) for such time as the Consideration Shares are subject to escrow, the holder thereof may not sell, transfer, option or encumber the Consideration Shares in any way without the prior written consent of the Purchaser; and
- (d) the voluntary escrow contemplated by the Escrow Agreement is in addition to any escrow that may be imposed on the Consideration Shares pursuant to the policies of any stock exchange or applicable securities laws.

ARTICLE 3 REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS

3.1 Representations and Warranties of the Vendor

The Vendor represents and warrants to the Purchaser as set forth in Schedule "A". The Vendor acknowledges and agrees that the Purchaser is relying upon such representations and warranties in connection with the entering into of this Agreement and completion of the Transaction.

3.2 Continuation of Representations and Warranties

The representations and warranties of the Vendor as set out in this Agreement are representations and warranties on which the Purchaser has relied in entering into this Agreement and shall survive and continue in full force and effect after the Closing for a period of two years.

3.3 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Vendor as set forth in Schedule "B", and acknowledges and agrees that the Vendor is relying upon such representations and warranties in connection with the entering into of this Agreement.

3.4 Continuation of Representations, Warranties and Covenants

The representations and warranties of the Purchaser as set out in this Agreement are representations and warranties on which the Vendor has relied in entering into this Agreement and shall survive and continue in full force and effect after the Closing for a period of two years.

ARTICLE 4 COVENANTS

4.1 Covenants of the Vendor

The Vendor covenants with the Purchaser as set forth in this Section, acknowledging that the Purchaser is relying upon such covenants and acknowledgements in connection with the entering into of this Agreement and completing the Transaction:

- (a) Maintenance of the Property. Until the Closing Date, unless otherwise agreed to by the Parties, the Vendor will fulfill its obligations, if any, with respect to maintaining the Property in good standing by the payment of such portion of the fees, taxes and rentals for which it is responsible pursuant to the JV Agreement.
- (b) Conduct of Business. From and after the Effective Date, the Vendor shall not without the prior written consent of the Purchaser initiate, propose, assist or participate in any activities or solicitations in opposition to or in competition with the Transaction and not to take actions of any kind which may reduce the likelihood of success of the Transaction.
- (c) Access to Property and Information. The Vendor will not object to any reasonable access to the Property granted by the JV Partner to the Purchaser for the purpose of inspecting the work being done or previously done on the Property, provided such inspection does not unduly interfere with any work being carried out by or on behalf of the Vendor.
- (d) Participation in Consultation. At any time prior to the Closing Date, the Purchaser will be entitled, at all times, to participate in any and all scheduled discussions and consultation with any applicable indigenous peoples with respect to any matters pertaining to the Property, including the permitting thereof.
- (e) Restrictive Covenants of the Vendor. Prior to the Closing Date, the Vendor will not without the prior written consent of the Purchaser, allow any of the Purchased

Assets to become subject to any Encumbrances or enter into any agreement (whether written or verbal) that may result in the creation of any such Encumbrance or otherwise restrict in any manner whatsoever the sale of the Purchased Assets to the Purchaser as contemplated by this Agreement.

- (f) Ordinary Course. Until the Closing Date, the Vendor shall not, without the prior written consent of the Purchaser, enter into any contract in respect of the Purchased Assets, other than in the ordinary course of business, or as otherwise contemplated by this Agreement and the Vendor shall continue to carry on its business and maintain the Purchased Assets in the ordinary course of business.
- (g) Necessary Consents. The Vendor shall use its reasonable efforts to obtain from the Vendor's directors, shareholders and all appropriate federal, provincial, municipal or other governmental or administrative bodies such approvals or consents and Authorizations as are required (if any) to complete the transactions contemplated herein.
- (h) Public Announcement. Immediately after the execution of this Agreement, the Purchaser will issue a public announcement, announcing the entry into this Agreement, which announcement shall address all matters required by any applicable stock exchange policies and shall be in form and substance acceptable to each Party, acting in a commercially reasonable manner. No Party shall issue any news release or public statements inconsistent with such public announcement.

ARTICLE 5

CONDITIONS PRECEDENT

5.1 Mutual Conditions Precedent

The obligation of the Parties to consummate the Transaction on the Closing Date shall be subject to the prior completion of the following mutual conditions:

- (a) there will not be in force any order or decree restraining or enjoining the consummation of the Transaction; and
- (b) all authorizations, consents, orders and approvals required, necessary or desirable for the completion of the transactions provided for in this Agreement shall have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances, all on terms satisfactory to each of the Parties hereto, acting reasonably.

5.2 Vendor's Conditions Precedent

The obligation of the Vendor to consummate the Transaction on the Closing Date shall be subject to the prior completion of the following conditions:

- (a) the representations and warranties of the Purchaser contained in this Agreement or in any Purchaser Documents will have been true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date with the same force

and effect as if such representations and warranties had been made on and as of such Closing Date, save and except in any case which would not have a material adverse effect on the Assets;

- (b) the Purchaser will have performed, fulfilled or complied with, in all material respects, all of its obligations, covenants and agreements contained in this Agreement and in any Purchaser Documents to be fulfilled or complied with by the Purchaser at or prior to the Closing Date;
- (c) the Purchaser will deliver or cause to be delivered to the Vendor the closing documents as set forth in Section 5.3 in a form satisfactory to the Vendor acting reasonably;
- (d) the Purchaser having submitted an application for the listing of the Purchaser Shares on the CSE;
- (e) the Purchaser having completed the Consolidation;
- (f) the Purchaser having completed the Financing;
- (g) all proceedings to be taken in connection with the transactions contemplated in this Agreement and any Purchaser Documents will be satisfactory in form and substance to the Vendor, acting reasonably, and the Vendor will have received copies of all instruments and other evidence as it may reasonably request in order to establish the consummation or closing of such transactions and the taking of all necessary proceedings in connection therewith; and
- (h) this Agreement, the Purchaser Documents and all other documents necessary or reasonably required to consummate the Transaction, all in form and substance reasonably satisfactory to the Vendor, will have been executed and delivered to the Vendor.

5.3 Purchaser's Conditions Precedent

The obligation of the Purchaser to consummate the Transaction on the Closing Date shall be subject to the prior completion of the following conditions:

- (a) the representations and warranties of the Vendor contained in this Agreement or in any Vendor Documents will have been true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such Closing Date, save and except in any case which would not have a material adverse effect on the business or financial condition of the Purchaser;
- (b) the Vendor will have performed, fulfilled or complied with, in all material respects, all of its obligations, covenants and agreements contained in this Agreement and in any Vendor Documents to be fulfilled or complied with by the Vendor at or prior to the Closing Date;

- (c) the Vendor will deliver or cause to be delivered to the Purchaser the closing documents as set forth in Section 6.2 in a form satisfactory to the Purchaser acting reasonably;
- (d) all proceedings to be taken in connection with the transactions contemplated in this Agreement and any Vendor Documents will be satisfactory in form and substance to the Purchaser, acting reasonably, and the Purchaser will have received copies of all instruments and other evidence as it may reasonably request in order to establish the consummation or closing of such transactions and the taking of all necessary proceedings in connection therewith;
- (e) this Agreement, the Vendor Documents and all other documents necessary or reasonably required to consummate the Transaction, all in form and substance reasonably satisfactory to the Purchaser, will have been executed and delivered to the Purchaser;
- (f) the Purchaser shall have been satisfied, in its sole discretion, with the results of its due diligence investigations of the Purchased Assets and of the operation, properties, prospects and financial affairs of the Vendor as it solely relates to the JV Interest;
- (g) completion of the Financing for gross proceeds of at least \$1,500,000;
- (h) the Purchaser having obtained a technical report on the Property that is in compliance with National Instrument 43-101;
- (i) the JV Agreement being in good standing, and the Vendor not being in breach of any of its obligations pursuant to the JV Agreement;
- (j) no other party having any interest in or to the Purchased Assets that could prevent the Parties from completing the Transaction, including without limitation any interests pursuant to the JV Agreement, and the Vendor providing an officer's certificate to that effect on Closing in a form satisfactory to the Purchaser acting reasonably; and
- (k) the Company completing its acquisition of a 56% interest in the Property from the JV Partner pursuant to the Mineral Property Purchase and Sale Agreement dated as of May 29, 2020, as amended from time to time, between the Company and the JV Partner.

ARTICLE 6 CLOSING

6.1 Closing Date

The Closing will take place on the Closing Date at the offices of the lawyers for the Purchaser or at such other location as agreed to by the Parties. Notwithstanding the location of the Closing, each Party agrees that the Closing may be completed by the exchange of undertakings between

the respective legal counsel for the Parties, provided such undertakings are satisfactory to each Party's respective legal counsel.

6.2 Closing Deliveries of the Vendor

At Closing, the Vendor will deliver or cause to be delivered the following, duly executed and in the form and substance reasonably satisfactory to the Purchaser:

- (a) such documents to evidence that title to the Purchased Assets, including the Property and JV Interest, has been registered in the name of the Purchaser (or its nominee) with applicable laws and all documents, notices, instruments and forms necessary to give effect to the Transaction;
- (b) such documents to evidence resignation of the Vendor's representatives on the management committee of the Joint Venture;
- (c) all other information in the possession or control of the Vendor with respect to the Purchased Assets (including the Exploration Data with respect to the Property), which has not been previously delivered to the Purchaser;
- (d) the duly executed Escrow Agreement;
- (e) upon receipt of the Cash Consideration and issuance of the Consideration Shares, a receipt in a form acceptable to the Purchaser, confirming payment by the Purchaser and receipt by the Vendor of the Cash Consideration and issuance of the Consideration Shares;
- (f) the officer's certificate pursuant to Section 5.3(j); and
- (g) such other closing documents as may be required by the Purchaser, acting reasonably.

6.3 Closing Deliveries of the Purchaser

At Closing, the Purchaser will deliver or cause to be delivered the following, duly executed and in the form and substance reasonably satisfactory to the Vendor:

- (a) confirmation that the Consideration Shares to be issued on the Closing Date are allotted and issued in the name of the Vendor, as evidenced by a share certificate registered in the name of the Vendor representing such Consideration Shares;
- (b) payment of the Cash Consideration by the Purchaser to the Vendor by way of wire transfer to the account of the Vendor as directed by the Vendor in writing; and
- (c) such other closing documents as may be required by the Vendor, acting reasonably.

ARTICLE 7 TERMINATION

7.1 Termination

Except as modified by Section 7.2 hereof, this Agreement may be terminated at any time prior to the Closing Date contemplated hereby by:

- (a) mutual agreement of the Parties;
- (b) the Purchaser, if there has been a material breach by the Vendor of any material representation, warranty, covenant or agreement set forth in this Agreement on the part of the Vendor that is not cured, to the reasonable satisfaction of the Purchaser, within 10 Business Days after notice of such breach is given by the Purchaser (except that no cure period will be provided for a breach by the Vendor that by its nature cannot be cured);
- (c) the Vendor, if there has been a material breach by the Purchaser of any material representation, warranty, covenant or agreement set forth in this Agreement on the part of the Purchaser that is not cured, to the reasonable satisfaction of the Vendor, within 10 Business Days after notice of such breach is given by the Vendor (except that no cure period will be provided for a breach by the Purchaser that by its nature cannot be cured); or
- (d) either Party if any injunction or other order of a governmental entity of competent authority or Stock Exchange prevents the consummation of the Transaction contemplated by this Agreement.

7.2 Wrongful Breach

In the event of the termination of this Agreement as provided in Section 7.1, this Agreement will be of no further force or effect, provided, however, that no termination of this Agreement will relieve any Party of liability for any breaches of this Agreement that are based on a wrongful refusal or failure to perform any obligations.

7.3 Expiry

In the event that the Transaction is not completed on or before the Outside Date, then the Agreement will automatically terminate and be of no further force or effect following the Closing Date.

ARTICLE 8 AREA OF INTEREST

8.1 Area of Interest.

If the Vendor, or any respective affiliate or permitted assign, directly or indirectly stakes or otherwise acquires any rights ("**Additional Rights**") to minerals located wholly or partially within or contiguous to the area located within two (2) kilometers from any portion of the exterior boundaries of the Property, as such exterior boundaries exist on the Closing (the "**Area of Interest**"), it must provide written notice to the Purchaser of such acquisition, the costs of such

acquisition and all details in its possession of the potential regarding such rights, and the Purchaser will have the election, to be exercised within 30 days of the receipt of the notice of such Additional Rights, whether to include the Additional Rights in the Property (whether such rights are contained wholly within the Area of Interest or only partially within the Area of Interest). The Vendor and Purchaser agree that the obligations of the Vendor under this Section 8.1 will survive Closing and remain enforceable by the Purchaser, its successors and permitted assigns for so long as the Purchaser or its successors or permitted assigns have an ownership interest in or to any part of the Property.

ARTICLE 9 SECURITIES LAWS

9.1 Prospectus Exemptions

The Parties hereto acknowledge that the issuance of the Consideration Shares by the Purchaser to the Vendor as contemplated herein is being made pursuant to an exemption from the registration and prospectus requirements of applicable securities laws pursuant to Section 2.13 of National Instrument 45-106.

9.2 Covenants and Confirmations of the Vendor

The Purchaser and Vendor confirm to and covenant to each other, as applicable that:

- (a) they will each comply with all requirements of applicable securities laws in connection with the issuance to the Vendor of the Consideration Shares and the resale of any of the Consideration Shares; and
- (b) the Consideration Shares have not been registered under the U.S. Securities Act or the securities laws of any State of the United States and that the Purchaser does not intend to register the Consideration Shares under the U.S. Securities Act, or the securities laws of any State of the United States and has no obligation to do so. The Vendor is not a "U.S. person" (as that term is defined in Regulation S under the U.S. Securities Act) and is not purchasing the Consideration Shares for the account or benefit of any U.S. persons; provided, however, that the Vendor may sell or otherwise dispose the Consideration Shares pursuant to registration thereof under the U.S. Securities Act and any applicable State securities laws or pursuant to any available exemption from such registration requirements.

9.3 Legends

Upon the issuance of the Consideration Shares to the Vendor, and until such time as is no longer required under applicable securities laws, the certificates representing the Consideration Shares will bear the following legend required under National Instrument 45-102, in substantially the following form:

"Unless permitted under securities legislation, the holder of this security must not trade the security before [insert the date that is 4 months and a day after the distribution date]."

and such other legends as may be required pursuant to the Escrow Agreement, or as may be required by any Stock Exchange, as applicable.

9.4 Escrow Requirements

If any of the Consideration Shares are required to be escrowed pursuant to the policies of any stock exchange or pursuant to applicable securities laws, and all rights of protest or appeal has been exhausted by the Parties, the Vendor agrees to sign any such escrow agreement and abide by any such restrictions as may be so imposed by such stock exchange or securities laws. In addition, the Vendor agrees to the placement of any legends on the certificates representing the Consideration Shares as may be required by the policies of any stock exchange or securities laws as applicable.

ARTICLE 10 COLLECTION OF PERSONAL INFORMATION

10.1 Collection of Personal Information

The Vendor acknowledges and consents to the fact that the Purchaser may be required to collect personal information from the Vendor's principals which may be disclosed by the Purchaser to:

- (a) the CSE or other securities regulatory authorities;
- (b) the Purchaser's registrar and transfer agent;
- (c) Canadian tax authorities; and
- (d) authorities pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada).

10.2 Personal Information of Principals

By executing this Agreement, and if required, the Vendor agrees to obtain a consent from its principals for the collection, use and disclosure of such principals' personal information and to the retention of such personal information for as long as permitted or required by law or business practice.

ARTICLE 11 INVESTIGATIONS AND AVAILABILITY OF RECORDS

11.1 Investigation and Availability of Records

From the Effective Date until Closing, each of the Parties shall (i) upon reasonable notice, permit the other Party (the "**Investigating Party**") and its directors, officers, employees, agents, counsel, accountants or other representatives to have reasonable access during normal business hours to the premises of the first Party (the "**Subject Party**"), the Books and Records of the Subject Party, the senior personnel of the **Vendor**, to the Property, the Purchased Assets and all Books and Records in connection with the Purchased Assets, so long as the access does not unduly interfere with the ordinary conduct of the business of the Subject Party; and (ii) furnish to the Investigating Party or its directors, officers, employees, agents, counsel, accountants or other representatives,

such financial and operating data, Exploration Data and other information with respect to operations, properties, prospects and financial affairs of the Subject Party and its business, as applicable, and with respect to the Purchased Assets and Property. No investigations made by or on behalf of the Investigating Party, whether under this Section 11.1 or any other provision of this Agreement, shall have the effect of waiving, diminishing the scope of, or otherwise affecting any representation or warranty made in this Agreement by the Subject Party.

ARTICLE 12 INDEMNITY

12.1 Indemnification of the Vendor

The Purchaser will indemnify, defend, and hold harmless the Vendor from, against, for, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by the Vendor by reason of, resulting from, based upon or arising out of:

- (a) any misrepresentation, misstatement or breach of warranty of the Purchaser contained in or made pursuant to this Agreement, any Purchaser Document or any certificate or other instrument delivered pursuant to this Agreement; or
- (b) the breach or partial breach by the Purchaser of any covenant or agreement of the Purchaser made in or pursuant to this Agreement, any Purchaser Document or any certificate or other instrument delivered pursuant to this Agreement.

12.2 Indemnification of the Purchaser

The Vendor and the Indemnifier will jointly and severally indemnify, defend, and hold harmless the Purchaser from, against, for, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by the Purchaser by reason of, resulting from, based upon or arising out of:

- (a) any misrepresentation, misstatement or breach of warranty of the Vendor contained in or made pursuant to this Agreement, any Vendor Document or any certificate or other instrument delivered pursuant to this Agreement; or
- (b) the breach or partial breach by the Vendor of any covenant or agreement of the Vendor made in or pursuant to this Agreement, any Vendor Document or any certificate or other instrument delivered pursuant to this Agreement.

The Indemnifier represents and warrants to the Purchaser that this Agreement has been duly executed and delivered by the Indemnifier, and constitutes a legal, valid and binding agreement of the Indemnifier, enforceable against the Indemnifier in accordance with its terms, subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

ARTICLE 13 GENERAL PROVISIONS

13.1 Amendments

This Agreement may only be amended by mutual written agreement of the Parties.

13.2 Expenses

Each of the Vendor and the Purchaser will be responsible for and bear all of its own costs and expenses (including any broker's or finder's fees and the expenses of its representatives) incurred at any time prior to or after the Closing in connection with negotiating, evaluating, pursuing, or completing of the Transaction.

13.3 Further Assurances

From time to time after the Closing, each Party shall, at the request of any other Party, execute and deliver such additional conveyances, transfers and other assurances as may be reasonably required to effectively undertake the transactions contemplated by this Agreement and to carry out the intent of this Agreement.

13.4 Dispute Resolution

Any dispute between the Parties concerning any matter or thing arising from this Agreement shall be referred to a mutually agreeable professional arbitrator (the "**Arbitrator**"). In the event that the Parties cannot mutually agree on the appointment of an Arbitrator within fifteen (15) days of written notice of a disagreement or dispute under this Agreement, the Arbitrator will be appointed by the B.C. Arbitration and Mediation Institute, as the appointing authority. Any disagreement or dispute shall be resolved by arbitration pursuant to the Commercial Arbitration Act R.S.B.C. 1996, c.55 and will be conducted in Vancouver, British Columbia, or as otherwise may be agreed as convenient for the parties. The cost of such arbitration shall initially be born equally by the Purchaser and the Vendor. Any arbitration shall determine, with finality, any disagreement or dispute and the Arbitrator's decision shall be binding and final on the Parties from which there shall be no appeal. An Arbitrator shall also decide matters including the cost of the arbitration, and the Arbitrator is hereby authorized and instructed to award up to one hundred percent (100%) costs on a solicitor and client or special costs basis, as warranted, to the successful Party in connection with any arbitration. In the event a Party fails or is otherwise unable to pay its share of any costs under this provision, the other Party is hereby authorized but not obligated to make that payment and deduct the same from any money claimed owed by the respondent.

13.5 Standstill

From the date of execution of this Agreement until the Closing Date or the earlier termination hereof, the Vendor will not, directly or indirectly, solicit, initiate, assist, facilitate, promote or encourage proposals or offers from, entertain or enter into discussions or negotiations with or provide information relating to the securities, business, operations, affairs or financial condition of the Vendor with the respect to the Purchased Assets to any persons, including a sale of the Purchased Assets or any portion thereof.

13.6 Force Majeure

The obligations of the Parties hereto and the time frames established in this Agreement shall be suspended to the extent and for the period that performance is prevented by any cause beyond either Party's reasonable control, whether foreseeable or unforeseeable, including, without limitation, labour disputes, acts of God, laws, regulations, orders, proclamations or requests of any governmental authority, inability to obtain on reasonable terms required permits, licenses, or other authorizations, or any other matter similar to the above.

13.7 Public Statements

Except as otherwise required by law or the policies of the of any stock exchange as applicable, the Parties shall make no public pronouncements concerning the terms of this Agreement without the express written consent of the other Party, such consent not to be unreasonably withheld. In the event that either Party wishes to make a news release or public statement with respect to the terms of this Agreement, it shall first provide the other Party with a draft copy of such release or statement for review and comment. If the other Party fails to comment on the release within one (1) Business Day of receipt, it shall be deemed to have waived its rights under this Section.

13.8 Notification

Between the date of this Agreement and the Closing Date, each of the Parties to this Agreement will promptly notify the other Party in writing if it becomes aware of any fact or condition that causes or constitutes a material breach of any of its representations and warranties as of the date of this Agreement, if it becomes aware of the occurrence after the date of this Agreement of any fact or condition that would cause or constitute a material breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. During the same period, each Party will promptly notify the other Party of the occurrence of any material breach of any of its covenants in this Agreement or of the occurrence of any event that may make the satisfaction of such conditions impossible or unlikely.

13.9 Notices

Any notice, or other communication given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier or by electronic mail and addressed:

(a) to the Vendor at:

Balmoral Resources Ltd.
129 Fielding Road
Lively, Ontario

Attention: Sean Stokes
Email: sstokes@wallbridgeminig.com

(b) to the Purchaser at:

Omni Commerce Corp.
Suite 1201, 1166 Alberni Street
Vancouver, BC
V6E 3Z3

Attention: John Veltheer
Email: john@veltheer.com

Any notice or other communication is deemed to be given and received (i) if sent by personal delivery, email or same day courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, and (ii) if sent by overnight courier, on the next Business Day. Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party. Any Party may at any time give to the other, notice in writing of any change of address or fax number of the Party giving such notice, and from and after the giving of such notice, the address or fax number therein specified will be deemed to be the address or fax number of such Party for the purposes of giving notice hereunder.

13.10 Time of the Essence

Time is of the essence in this Agreement.

13.11 Waiver

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

13.12 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, including without limitation the Letter of Intent. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

13.13 Successors and Assigns

This Agreement becomes effective only when executed by the Purchaser and the Vendor. After that time, it will be binding upon and enure to the benefit of the Purchaser and the Vendor and their respective successors and permitted assigns. Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by the Vendor without the prior written consent of the Purchaser. Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by the Purchaser without the prior written consent of the Vendor.

13.14 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

13.15 Governing Law

This Agreement will be governed by and interpreted and enforced in accordance with the Laws of the Province of British Columbia and the federal Laws of Canada applicable therein. Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the British Columbia courts situated in the City of Vancouver and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

13.16 Legal Representation; Rules of Construction

Each Party acknowledges that such Party has been represented by counsel or has had the opportunity to be represented by counsel in connection with the negotiation and execution of this Agreement and related matters, and that the terms of this Agreement and related matters have been negotiated by it. The Parties waive the application of any Law or rule of construction providing that ambiguities in any agreement or other document shall be construed against the Party drafting such agreement or other document.

13.17 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by electronic transmission) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

OMNI COMMERCE CORP.

By: /s/ John Veltheer
Name: John Veltheer
Title: Chief Executive Officer

I have authority to bind the Corporation.

BALMORAL RESOURCES LTD.

By: /s/ Marz Kord
Name: Marz Kord
Title: President

I have authority to bind the Corporation.

WALLBRIDGE MINING COMPANY LIMITED

By: /s/ Marz Kord
Name: Marz Kord
Title: President

I have authority to bind the Corporation.

SCHEDULE "A"

REPRESENTATIONS AND WARRANTIES OF THE VENDOR

All capitalized terms used but not otherwise defined in this Schedule "A" shall have the meaning ascribed to such terms in the Mineral Purchase and Sale Agreement dated June 22, 2020 between Omni Commerce Corp. and Balmoral Resources Ltd. to which this Schedule "A" is attached.

1. **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Vendor, and constitutes a legal, valid and binding agreement of the Vendor, enforceable against the Vendor in accordance with its terms, subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
2. **Governmental Authorization.** The execution, delivery and performance by the Vendor of its obligations under this Agreement and the consummation of the Transaction does not require any Authorization or other action by or in respect of, or filing with, or notification to, any Governmental Entity by the Vendor, except as contemplated in this Agreement.
3. **Non-Contravention.** The execution, delivery and performance by the Vendor of its obligations under this Agreement and the consummation of the Transaction and the other transactions contemplated hereby do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition):
 - (a) contravene, conflict with or result in a violation or breach of Law;
 - (b) allow any Person to exercise any rights, require any consent or other action by any Person, or constitute a default under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which the Vendor is entitled under any contract or any Authorization to which the Vendor is a party or by which the Vendor is bound, relating to the Purchased Assets, the business or operations contemplated to be carried on in respect thereof or the liabilities, obligations or prospects related thereto; or
 - (c) result in the creation or imposition of any Encumbrance upon any of the Purchased Assets.
4. **Compliance with Laws.** The Vendor has been in compliance with Law in connection with the ownership of the Purchased Assets. The Vendor is not under any investigation with respect to, has not been charged with or threatened to be charged with, or received notice of, any violation or potential violation of any Law or disqualification by a Governmental Entity in connection with the ownership of the Purchased Assets.
5. **Property Matters.**
 - (a) The Vendor is the sole and absolute beneficial owner, and indirect legal owner, of the Purchased Assets and holds either freehold title, leases, concessions, claims,

options or participating interests or other conventional property or proprietary interests or rights, recognized in Ontario (collectively, "**Property Rights**"), in respect of the Mineral Rights located in the Property in which the Vendor has an interest, under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit the Purchaser to explore, develop and mine mineral deposits relating thereto and each of the Vendor holds an interest in the Property free and clear of any Encumbrances and no commission, license fee or similar payment to any Person with respect to the Property is payable.

- (b) To the best knowledge of the Vendor, all information contained in the Vendor's Management Discussion and Analysis for the year ended December 31, 2019, and the subsequent public disclosure including the Vendor's Management Discussion and Analysis for the three months ended March 31, 2020, is complete, accurate and not misleading.
- (c) To the best knowledge of the Vendor, there are no royalty or similar obligations in place with respect to the JV Interest, other than the Royalty.
- (d) To the best knowledge of the Vendor, there are no back-in rights, earn-in rights, rights of first refusal or similar provisions or rights which would affect the JV Interest.
- (e) To the best knowledge of the Vendor, all of the Property Rights have been properly located and recorded in compliance with applicable Law and are comprised of valid and subsisting mineral claims, and to the extent of any deficiencies with respect to the recording of all Property Rights, such deficiencies will be corrected prior to the Closing Date.
- (f) To the best knowledge of the Vendor, the Property Rights are in good standing under Law, and all work required to be performed and filed in respect thereof has been performed and filed, all taxes, rentals, fees, expenditures and other payments in respect thereof have been paid or incurred and all filings in respect thereof have been made.
- (g) To the best knowledge of the Vendor, there is no material adverse claim, known, threatened or in process, against or challenge to the title to or ownership of any of the Property Rights, Mineral Rights, Authorizations including any asserted aboriginal title or other rights from Indigenous peoples, First Nations, Métis, tribal or native authorities, communities or groups, and Governmental Entities, other than as set out in the Pays Plat Letter.
- (h) To the best knowledge of the Vendor, no portion of the Purchased Assets is within any protected area, conservation area, rescued area, reserve, reservation, reserved area, resource management zones or special needs lands as designated by any Governmental Entity which could materially impair the operation and development of the Purchased Assets.
- (i) To the best knowledge of the Vendor, there is no claim or the basis for any claim that could reasonably be expected to materially and adversely affect the right of the

Vendor to use, transfer or otherwise explore, develop or mine mineral deposits on the Property.

- (j) To the best knowledge of the Vendor, no legal or governmental proceedings or inquiries are pending to which the Vendor is a party or to which the Property are subject that would result in the revocation or modification of any certificate, authority, permit or license related to the Property, or necessary for the business or operations contemplated to be carried on in respect thereof and, to the knowledge of the Vendor, no such legal or governmental proceedings or inquiries are pending, threatened or being contemplated.
- 6. **No Option on Assets.** No Person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase from the Vendor, or on or following the Closing, of any portion of the JV Interest.
 - 7. **Exploration, Development and Mining Activities.** To the best knowledge of the Vendor, all exploration, development and mining activities on the Property by the Vendor or its representatives have been conducted in accordance with good exploration practices and all applicable workers' compensation and health and safety and workplace Laws, regulations and policies have been complied with in all material respects.
 - 8. **Environmental Matters.**
 - (a) The Vendor does not have any knowledge of, and has not received any notice of, any claim, judicial or administrative proceeding, pending or threatened against, or which may affect, either the Vendor or any of its property, assets or operations, relating to, or alleging any violation of, any Environmental Laws in connection with the ownership, use, maintenance, operation, closure or remediation of the Purchased Assets by the Vendor. The Vendor is not aware of any facts or conditions which could give rise to any such claim or judicial or administrative proceeding or otherwise the Purchased Assets otherwise incurring liability. Neither the Vendor, nor any of its property, assets or operations which relate to the Purchased Assets is the subject of any investigation, evaluation, audit or review by any Governmental Entity to determine whether any violation of any Environmental Laws has occurred or is occurring or whether any remedial action is needed in connection with a Release of any Hazardous Substances into the Environment, except for compliance inspections conducted in the normal course by any Governmental Entity.
 - (b) There are no orders, rulings, directives or Governmental Entity policies issued, pending or, to the knowledge of the Vendor, threatened against the Vendor in connection with the ownership, use, maintenance or operation of the Purchased Assets under or pursuant to any Environmental Laws requiring any work, repairs, construction or capital expenditures with respect to the Purchased Assets.
 - (c) There are no costs, damages or other liabilities arising from or related to: (i) the presence, emission, migration, disposal, Release or threatened Release of any Hazardous Substances (including any investigation, assessment, remediation, monitoring or other work), whether on or off site, in order to prevent, address or mitigate liabilities that have been, are being or may reasonably be incurred; (ii) and

no Purchased Assets have been used for the disposal of waste, Release or transportation of, any substance, material or waste in violation of any Environmental Laws, or that may reasonably adversely affect the use or value of the property or otherwise result in liability.

9. **Aboriginal Matters.**

- (a) The Vendor: (i) is not a party to any arrangement or understanding with First Nations, Métis, tribal or native authorities, communities or groups in relation to the environment or the development of communities in the vicinity of, or in connection with, the Purchased Assets, save for an ongoing the Property; (ii) is not currently engaged or involved in any disputes, discussions or negotiations with First Nations, Métis, tribal or native authorities, communities or groups, or Governmental Entity, other than normal course engagement; and (iii) other than the Pays Plat Letter, has not received notice of any existing claim with respect to the Purchased Assets, either from First Nations, Métis, tribal or native authorities, communities or groups or any Governmental Entity, indicating that any part of the Purchased Assets infringes upon or has an adverse effect on aboriginal rights or interests.
- (b) To the best knowledge of the Vendor, no specific requirements related to cultural or archaeological sites or resource management zone or reserve or traditional lands of First Nations, Métis, tribal or native authorities, communities or groups located within the Property are currently having, or could reasonably be expected to have, any impact on the mining, development or exploration activities or plans of the Vendor or any of its Subsidiaries, other than as set out in the Pays Plat Letter.

10. **Residency.** The Vendor is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).

SCHEDULE "B"

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

1. **Authority and Binding Obligation.** The Purchaser has good right, full corporate power and absolute authority to enter into this Agreement and to purchase the Purchased Assets in the manner contemplated herein. The Purchaser and its board of directors have taken all necessary or desirable actions, steps and corporate and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement, and the purchase of the Purchased Assets from the Vendor.
2. **Status and Constating Documents.** The Purchaser is a corporation duly incorporated, organized and validly subsisting in all respects under the laws of British Columbia. The Purchaser has all necessary corporate power to own its properties and to carry on its businesses as it is now being conducted. The Purchaser is a reporting issuer in the Provinces of British Columbia and Alberta, and no material change relating to the Purchaser has occurred with respect to which the requisite material change report has not been filed under applicable securities laws and no such disclosure is currently on file with the British Columbia Securities Commission on a confidential basis. All press releases, material change reports, financial statements and reports, management's discussion and analysis, certificates and other documents filed by, or on behalf of, the Purchaser with the British Columbia Securities Commission were, at the respective dates of such filings, true and correct in all material respects and collectively provide disclosure of all material facts relating to the Purchaser required to be disclosed in accordance with applicable securities laws and each such document did not contain any misrepresentation as of the respective dates of such filings. There are no current orders ceasing or suspending trading in the securities of the Purchaser nor prohibiting the sale of such securities and to the knowledge of the Purchaser, no investigations or proceedings for such purposes are pending or threatened. At or prior to the time of closing, the Purchaser will have complied with all applicable corporate and securities laws and regulations in connection with the transactions contemplated by this Agreement. The Purchaser is not in material default of any applicable securities legislation as at the Effective Date, and will not be as at the Closing Date. The articles, by-laws and other constating documents of the Purchaser, as amended to the date hereof, are complete and accurate, and no proceedings have been instituted or are pending for the dissolution or liquidation of the Purchaser.
3. **Transaction Compliance with Constating Documents, Agreements and Laws.** The execution, delivery and performance of this Agreement and any transaction contemplated or referred to herein by the Purchaser, and the completion of the transactions contemplated hereby, will not constitute or result in a violation or breach of or default under, or cause the acceleration of any obligations of the Purchaser under any term or provision of any of the articles, by-laws or other constating documents of the Purchaser, the terms of any agreement (written or oral), indenture, instrument or understanding or other obligation or restriction to which the Purchaser is a party or by which it is bound, or subject to obtaining applicable regulatory consents, any term or provision of any material contract or any order of any Governmental authority to which the Purchaser is subject.

SCHEDULE "C" PROPERTY

The Northshore gold property is located within the Hemlo-Schreiber greenstone belt in the world-famous Hemlo Gold Camp, south of the former producing Winston Lake copper-zinc-gold-silver deposit. The Property is approximately 4 kilometers south of the town of Schreiber in Ontario and approximately 70 kilometers west along the Trans-Canada Highway from the Hemlo gold deposit.

The Property consists of 12 unpatented mineral claims and 3 patented mineral claims situated in the Township of Priske, Thunder Bay Mining Division, Ontario, as set out below:

Unpatented Claims

Township / Area	Tenure ID	Tenure Type	Anniversary Date	Tenure Status	Tenure Percentage	Work Required	Work Applied	Available Consultation Reserve	Available Exploration Reserve	Total Reserve	Conversion Bank Credit
COPPER ISLAND AREA, PRISKE	113859	Single Cell Mining Claim	2021-11-21	Active	51	200	0	0	4142	4142	0
COPPER ISLAND AREA, PRISKE	113860	Single Cell Mining Claim	2021-11-21	Active	51	200	0	0	4142	4142	0
PRISKE	132705	Single Cell Mining Claim	2021-11-21	Active	51	200	0	0	4142	4142	0
PRISKE	205438	Boundary Cell Mining Claim	2021-11-21	Active	51	200	0	0	4142	4142	0
COPPER ISLAND AREA, PRISKE	217547	Single Cell Mining Claim	2021-11-21	Active	51	200	0	0	4142	4142	0
COPPER ISLAND AREA, PRISKE	220728	Single Cell Mining Claim	2021-11-21	Active	51	400	0	0	0	0	0
COPPER ISLAND AREA, PRISKE	274668	Single Cell Mining Claim	2021-11-21	Active	51	200	0	0	0	0	0
PRISKE	283557	Boundary Cell Mining Claim	2021-11-21	Active	51	200	0	0	4142	4142	0
COPPER ISLAND AREA, PRISKE	283558	Single Cell Mining Claim	2021-11-21	Active	51	200	0	0	4142	4142	0
COPPER ISLAND AREA, PRISKE	301273	Single Cell Mining Claim	2021-11-21	Active	51	200	0	0	4142	4142	0

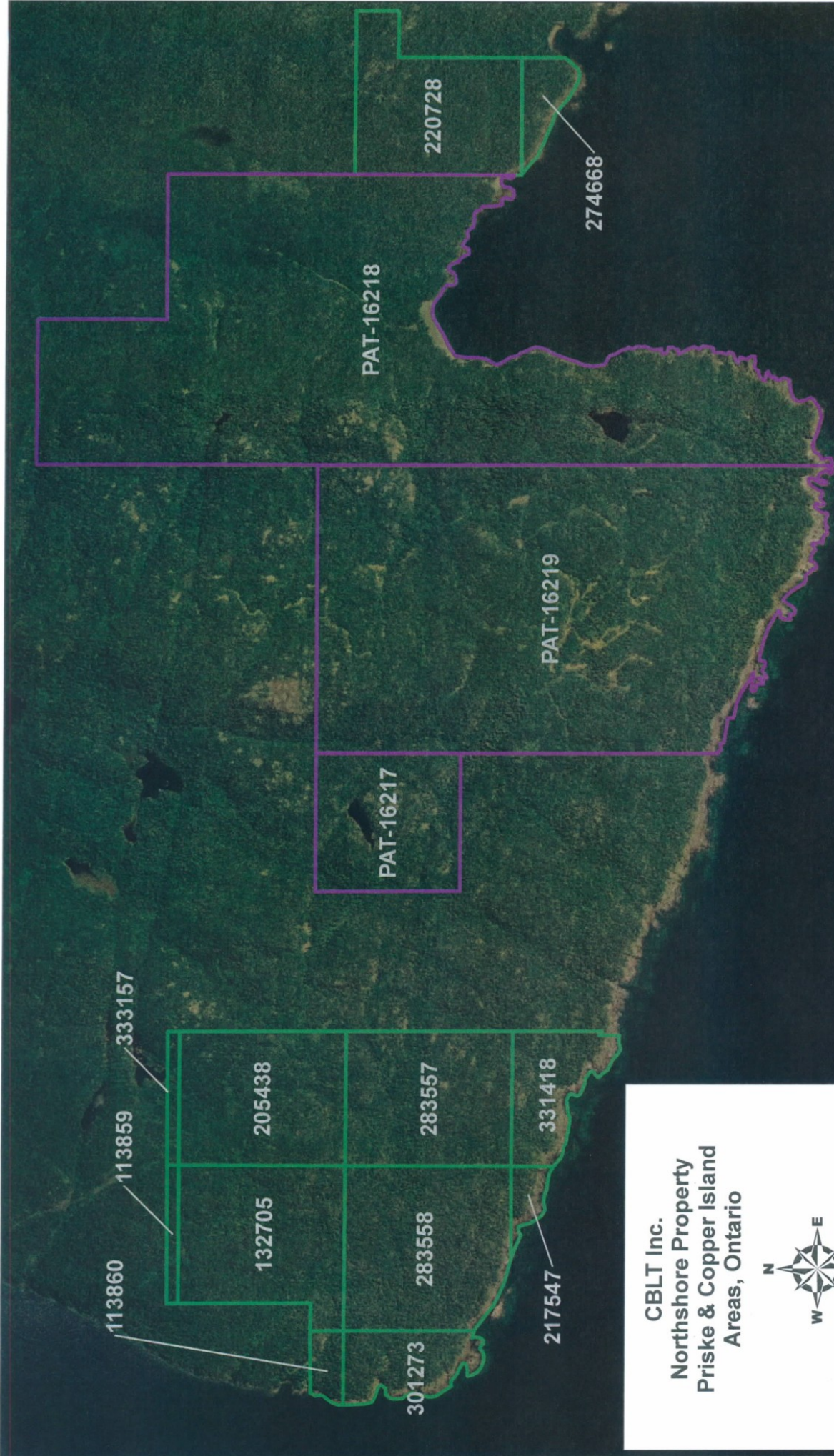
COPPER ISLAND AREA,PRISKE	331418	Boundary Cell Mining Claim	2021-11-21	Active	51	200	0	0	4142	4142	0
PRISKE	333157	Single Cell Mining Claim	2021-11-21	Active	51	400	0	0	4142	4142	0

Patented Claims

1. PAT-16217 (formerly TB3719): Crown Grant PPA 3627, PIN 62458-0003
2. PAT-16218 (formerly LOC 1 and LOC 2, 1872): PIN 62458-1273
3. PAT-16219 (formerly BJ122 and BJ123): Crown Grant PPA 854, PIN 62458-0235

Map

See next page.



CBLT Inc.
Northshore Property
Priske & Copper Island
Areas, Ontario



- Legend
- CBLT Unpatented Claims
 - CBLT Patents

