

MINERAL CLAIM PURCHASE AGREEMENT

THIS MINERAL CLAIM PURCHASE AGREEMENT (this “**Agreement**”) dated the 14th day of August, 2020 (the “**Effective Date**”).

BETWEEN:

TRILLIUM MINING CORP., a corporation existing under the laws of the Province of Ontario having an address for business at Suite 5050, 199 Bay Street, Toronto, Ontario, M5L 1E2

(the “**Vendor**”)

AND:

OMNI COMMERCE CORP., a corporation existing under the laws of the Province of British Columbia having an address for business at Suite 1201, 1166 Alberni Street, Vancouver, British Columbia, V6E 3Z3

(the “**Purchaser**”)

WHEREAS:

A. The Vendor is the owner of certain mineral claims situated in the Township of Priske and the Copper Island Area of the Thunder Bay Mining Division, Ontario, as further described in Schedule A hereto (any such mineral claim is referred to herein as a “**Claim**” and together, the “**Claims**”);

B. The Vendor wishes to sell all of its right, title and interest in and to the Claims to the Purchaser and the Purchaser wishes to acquire the Claims from the Vendor; and

C. The parties wish to enter into this Agreement to set forth their respective rights and obligations in respect of the sale of the interest in the Claims.

NOW THEREFORE in consideration of the premises and of the mutual covenants, agreements and representations and warranties of the parties hereinafter contained, the parties covenant and agree as follows:

1. **Purchase and Sale of Claims.** The Vendor agrees to permanently and irrevocably sell, transfer, assign and convey to the Purchaser and the Purchaser agrees to purchase the Claims. As consideration for the Claims, the Purchaser shall pay to the Vendor the sum of \$25,000 (the “Cash”) to be paid to the Vendor by the Purchaser by way of a wire transfer of immediately available funds and concurrently with the execution by the parties of this Agreement on the Effective Date.
2. **Transfer of Claims.** In exchange for the Cash, the Vendor hereby agrees to execute and deliver registrable transfer documentation to transfer the Claims to the Purchaser on the Effective Date, in form and substance satisfactory to the Purchaser, acting reasonably, and as provided by the Purchaser to the Vendor.
3. **Vendor’s Representations and Warranties.**
 - 3.1 The Vendor represents and warrants to the Purchaser that, as at the Effective Date:
 - (a) the Vendor is duly incorporated and validly existing under the laws of the Province of Ontario;
 - (b) the Claims are accurately described in Schedule A hereto;
 - (c) to the actual knowledge of the Vendor without any duty of inquiry: (i) there is no adverse claim or challenge to ownership of any of the Claims, and (ii) there are no outstanding rights or options to acquire or purchase any of the Claims;
 - (d) the Vendor has independently, and without reliance on the Purchaser (other than reliance on the representations and warranties expressly contained in this Agreement), made its own decision regarding the sale of the Claims;
 - (e) the Vendor has duly obtained all requisite consents and approvals, and has the right, the necessary power and authority to enter into, execute, deliver and perform its obligations under this Agreement, and this Agreement constitutes a valid and binding agreement of the Vendor enforceable against the Vendor; and
 - (f) the execution and delivery by the Vendor and the performance of its obligations hereunder, do not and will not conflict with or result in a breach of any of the terms or conditions of the Vendors’ organizational documents, internal governance documents, applicable laws, or any of the Vendors’ existing contractual obligations to the Purchaser or to any third parties.
 - 3.2 Except for the foregoing representations and warranties, no representations or warranties of any kind whatsoever, express or implied, have been made by the Vendor to the Purchaser concerning the Claims. For the avoidance of doubt, except as otherwise set forth herein, the Claims are being sold “as-is”, “where-is”.
 - 3.3 For the avoidance of doubt, notwithstanding anything to the contrary contained herein, the Vendor makes no representations or warranties in respect of any encumbrances (including but not limited to liens and royalties) on and the environmental conditions in and around the Claims, including but not limited to, the safety and possible existence of

any infrastructure located in or around the Claims, contaminants or pollutants which may exist in or around the Claims, the nature of the minerals and ores comprising the Claims and the ability to mine the Claims.

4. Purchaser's Representations and Warranties.

4.1 The Purchaser represents and warrants to the Vendor that, as at the Effective Date:

- (a) the Purchaser is duly incorporated and validly existing under the laws of the Province of British Columbia;
- (b) the Purchaser has independently, and without reliance on the Vendor (other than reliance on the representations and warranties expressly contained in this Agreement), made its own decision regarding the purchase of the Claims;
- (c) the Purchaser has duly obtained all requisite consents and approvals, and has the right, the necessary power and authority to enter into, execute, deliver and perform its obligations under this Agreement, and this Agreement constitutes a valid and binding agreement of the Purchaser enforceable against the Purchaser; and
- (d) the execution and delivery by the Purchaser and the performance of its obligations hereunder, do not and will not conflict with or result in a breach of any of the terms or conditions of the Purchasers' organizational documents, internal governance documents, applicable laws, or any of the Purchasers' existing contractual obligations to the Vendor or to any third parties.

5. **Production Royalty.** The Vendor hereby reserves to itself and its successors and assigns, and the Purchaser hereby covenants and agrees to pay to the Vendor and its successors and assigns, a production royalty of two percent (2%) of the Net Smelter Returns (as defined in Schedule B attached hereto) on all minerals, ores, concentrates, tailings or other Mineral Products (as defined in Schedule B attached hereto) mined or sold from the Claims (the "**Royalty**"), pursuant to the terms set forth in Schedule B attached hereto. The Royalty (i) shall run with the Claims (including any amendments or modifications of the Claims, any replacements or relocations of the Claims or the ground therein, and any conversion of the Claims to another form of tenure), and (ii) shall be binding upon the Purchaser and any successors to and assigns of the Purchaser. For the avoidance of doubt, the Vendor irrevocably agrees that any assignment or other transfer, howsoever effected, of the Claims shall be subject to the assignee or transferee agreeing to pay the Royalty. Upon request of the Vendor, the Purchaser shall record against title to the Claims a notice, in form and substance acceptable to the Vendor (acting reasonably), evidencing the Royalty. The Royalty shall be freely transferable by the Vendor, provided that no such transfer shall be effective as against the Purchaser unless and until the transferor has provided notice of such transfer to the Purchaser.

6. **Notice.** Each notice, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered via personal delivery, registered mail (postage prepaid) or electronic transmission (such as email) to such party at the address for such party specified above. The date of receipt of such notice, demand

or other communication shall be the date in which the communication is received by the intended party, if delivered via personal delivery or registered mail, or, if delivered electronically via email, shall be deemed conclusively to be the next business day. Either party may at any time and from time to time notify the other party in writing of a change of address and the new address to which notice shall be given to it thereafter until further change.

7. **Currency.** All references to monies hereunder will be in Canadian funds.
8. **All Further Acts.** Each of the parties hereto will do any and all such acts and will execute any and all such documents as may be reasonably necessary from time to time to give full force and effect to the provisions and intent of this Agreement. The Vendor further agrees that it will, at any time and from time to time after the date hereof, upon the Purchaser's request, execute, acknowledge and deliver or cause to be executed and delivered, all further documents or instruments necessary to effect the transactions contemplated in this Agreement.
9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and replaces and supersedes all agreements, memoranda, correspondence, communications, negotiations and representations, whether verbal or express or implied, statutory or otherwise, between the parties with respect to the subject matter herein. Except as otherwise contemplated hereby, no change, modification or alteration to this Agreement shall be valid unless made in writing and executed by both of the parties.
10. **Assignment.** The Purchaser and Vendor will not assign any right, benefit or interest in this Agreement without the written consent of the other party, which consent may not be unreasonably withheld.
11. **Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
12. **Governing Laws.** This Agreement shall be governed by, and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario with respect to any legal proceedings arising herefrom.
13. **Counterparts and Electronic Means.** This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the day and year first written above.

14. **Independent Legal Advice.** Each of the parties acknowledges that Clark Wilson LLP has acted as counsel only to the Purchaser and the Vendor acknowledges and confirms that it has been advised to seek, and has sought or has otherwise waived, independent tax and legal advice solely with respect to this Agreement and the documents delivered pursuant thereto and that Clark Wilson LLP is not protecting the rights and interests of any other party to this Agreement.
15. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions will not be affected thereby and any such invalidity, illegality or unenforceability in any jurisdiction will not affect the validity, legality or enforceability of such provision in any other jurisdiction.
16. **Schedules.** The schedules referenced herein and attached to this Agreement are incorporated into and form part of this Agreement.

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

OMNI COMMERCE CORP.

By:



"John Veltheer"

Name: John Veltheer

Title: Chief Executive Officer

[redacted:signature]

I have authority to bind the Corporation.

TRILLIUM MINING CORP.

By:



"Richard Wells"

[redacted:signature]

Name: Richard Wells

Title: Authorized Signatory

I have authority to bind the Corporation

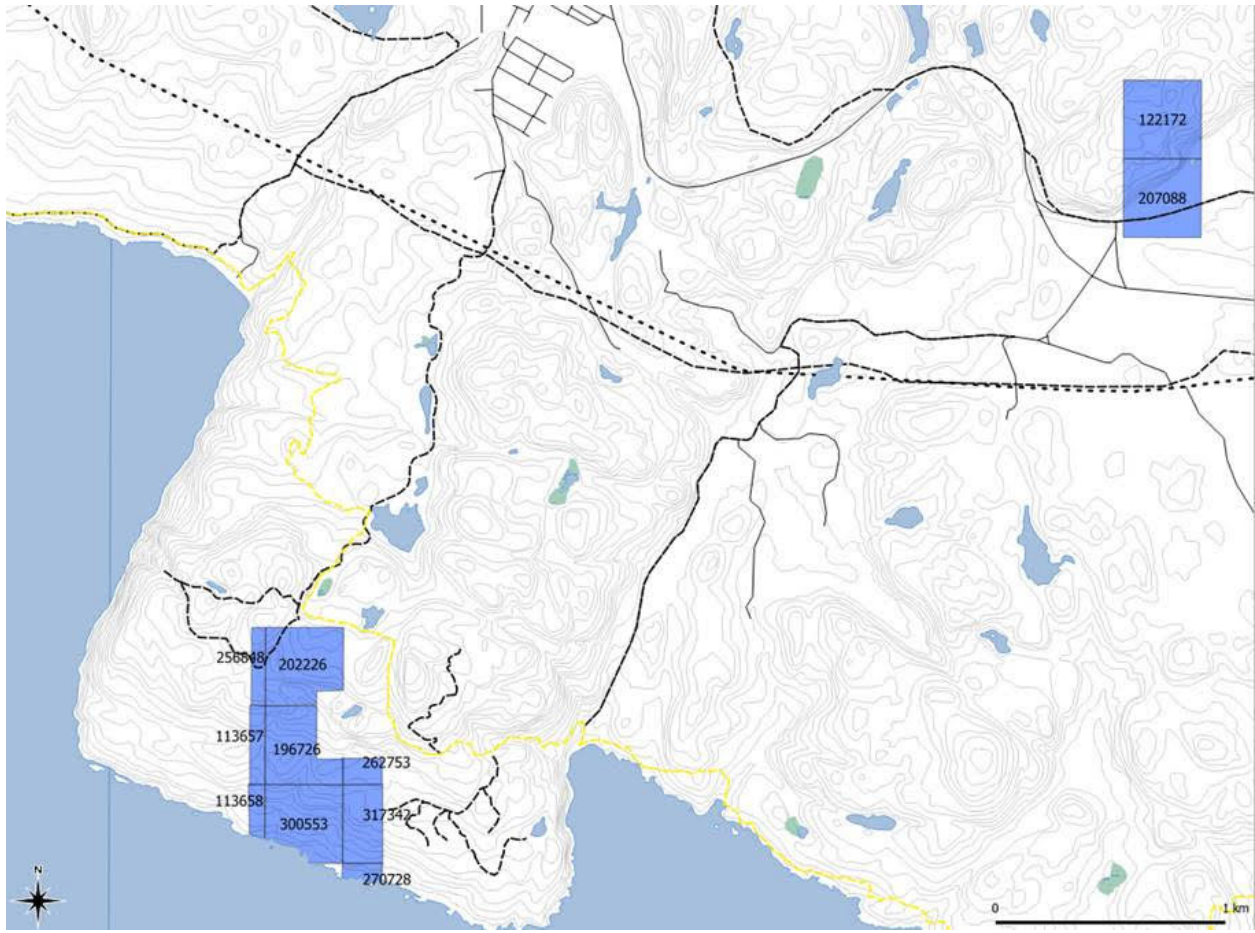
SCHEDULE A

PROPERTY

The property consists of 11 unpatented mineral claims comprising an aggregate of 233.963 hectares situated in the Schrieber Area of the Thunder Bay Mining Division, Ontario, as set out below:

Tenure ID	Tenure Type	Anniversary Date	Tenure Status	Tenure Percentage	Area (hectares)
113657	Boundary Cell Mining Claim	9/22/2020	Active	100	21.271
113658	Boundary Cell Mining Claim	9/22/2020	Active	100	21.273
122172	Single Cell Mining Claim	4/17/2021	Active	100	21.257
196726	Boundary Cell Mining Claim	9/22/2020	Active	100	21.271
202226	Single Cell Mining Claim	9/22/2020	Active	100	21.27
207088	Single Cell Mining Claim	4/17/2021	Active	100	21.259
256848	Boundary Cell Mining Claim	9/22/2020	Active	100	21.27
262753	Single Cell Mining Claim	9/22/2020	Active	100	21.271
270728	Single Cell Mining Claim	9/22/2020	Active	100	21.275
300553	Single Cell Mining Claim	9/22/2020	Active	100	21.273
317342	Single Cell Mining Claim	9/22/2020	Active	100	21.273
				Total:	233.963

Map



SCHEDULE B

NET SMELTER RETURNS ROYALTY

Capitalized terms used in this Schedule B and not otherwise defined have the meanings given to them in that Mineral Claim Purchase Agreement (the “**Agreement**”) dated August 14, 2020 between Trillium Mining Corp. and Omni Commerce Corp. (each, a “**Party**” and, together, the “**Parties**”), unless there is something in the subject matter or context inconsistent therewith.

1. Obligation to Pay the Royalty

The Royalty which is payable by the Purchaser to the Vendor will be calculated and paid in accordance with the terms of this Schedule B.

2. Definition of Net Smelter Returns

The term “**Net Smelter Returns**” means the net amount of money received by the Purchaser following the commencement of production from a smelter or other place of sale or treatment in respect of all ore removed by the Vendor from the Claims (“**Mineral Products**”) as evidenced by its returns or settlement sheets less the following permissible deductions that are incurred with respect to Mineral Products:

- (a) all smelting and refining costs, charges for other beneficiation processes and procedures, millfeed processing and treatment charges, provisional settlement fees, other processor deductions, sampling, weighing, handling, assaying, treatment and representation charges, interest and provision for settlement fees, and penalties including without limitation metal losses, penalties for impurities and charges for refining, selling and handling by the smelter, refinery or other purchaser;
- (b) charges and costs, if any, for transportation away from the Claims or from a third party mill or concentrator to the final smelter or refinery where the concentrate or bullion from the Claims are smelted, refined or sold (including freight, insurance, security charges, transaction taxes, import and export duties, levies, imposts, handling, port, demurrage, delay, stowage and forwarding expenses incurred by reason of or in the course of such transportation);
- (c) costs or charges of any nature for or in connection with insurance, storage, or representation at a smelter or refinery for Mineral Products;
- (d) sales, use, gross receipts, *ad valorem*, value added, severance, export, import, excise, net proceeds or mine, and any other tax on or measured by mineral production, but excluding taxes based on the Purchaser’s or the Vendor’s net income;
- (e) all umpire charges which the purchaser may be required to pay; and

- (f) marketing costs, including sales commissions, incurred in selling millfeed or ore mined from the Claims and in selling concentrate, metal and products derived from millfeed or ore mined from the Claims,

provided that any cost or benefit of any hedging or fixed price contracts shall accrue to the party responsible for negotiating such contract and shall not be taken into account for the purposes of calculating the Net Smelter Returns.

3. Certain Characteristics of the Royalty

- (a) The Vendor's interest in the Royalty is a non-participating interest in the Claims. The Vendor agrees that the Royalty does not:
 - (i) entitle the Vendor to direct or control or be consulted in any manner with respect to the timing, nature, extent or any other aspect of exploration, development, production or other operations on the Claims, which development may include quarrying or other activity that may substantially or completely destroy the surface or support for the surface;
 - (ii) entitle the Vendor to grant to third parties leases, licenses, easements or other rights to conduct operations on the Claims;
 - (iii) entitle the Vendor to any partition of the Claims; or
 - (iv) entitle the Vendor to any ownership interest in any improvements on the Claims, equipment and other personal property located thereon, or in any proceeds received by the Purchaser from the sale, lease or other disposition thereof, except that the Vendor will be entitled to record/register a short form notice of the Royalty against interest/title to the Claims.
- (b) All decisions concerning methods, the extent, times, procedures and techniques of any exploration, development, mining, leaching, milling, processing, extraction treatment, if any, and the materials to be introduced into the Claims or produced therefrom, and all decisions concerning the sale or other disposition of Mineral Products (including, without limitation, decisions as to buyers, times of sale, whether to store or stockpile Mineral Products for a reasonable length of time without selling the same) shall be made exclusively by the Purchaser, acting reasonably and in accordance with good mining and engineering practice in the circumstances.
- (c) The Purchaser shall not be responsible for nor obliged to make any Net Smelter Returns Royalty payments for Mineral Product values lost in any mining or processing of the Mineral Products conducted pursuant to customary mining practices. The Purchaser shall not be required to mine or to preserve or protect the Mineral Products which under customary mining practices cannot be mined or shipped at a reasonable profit by Purchaser at the time mined.

- (d) For certainty, the Royalty shall be payable on all production (including, but not limited to, bulk samples and pre-production) where the Purchaser receives any proceeds from any other buyer or third party smelter, refiner, or processor.
- (e) Notwithstanding anything in the Agreement or this Schedule B, the Purchaser will be under no obligation whatsoever to place the Claims into commercial production and if the Claims are placed into commercial production, the Purchaser will have the unfettered right at any time to cease, curtail, suspend or terminate commercial production as the Purchaser, in its sole discretion, so deems advisable.
- (f) In no event shall the Purchaser have any liability to the Vendor as the result of the amount of revenues received by the Purchaser from any forward sales or other hedging activities engaged in by the Purchaser with respect to Mineral Products from the Claims. In addition, the Purchaser shall have no obligation, express or implied, to engage in (or not to engage in) any forward sales or other hedging activities with respect to Mineral Products from the Claims.
- (g) If the Purchaser takes such steps to effect the surrender or abandonment of any Claim (each, an “**Abandoned Claim**”), then if at any time after such escheat, forfeiture or conveyance to the Government of Canada, the Province of Ontario or other government entity the Purchaser, or an affiliate of the Purchaser, re-stakes the land comprising the Abandoned Claim, such re-staked lands shall once again form part of the Royalty and made subject to the provisions of this Agreement.

4. **Commingling**

The Purchaser shall have the right to commingle Mineral Products with ores, minerals or materials produced from other Claims owned or controlled by the Purchaser, after such Mineral Products have been weighed or measured, sampled and analyzed in accordance with sound mining and metallurgical practices such that the Royalty can be reasonably and accurately determined. Upon written request and reasonable notice by the Vendor to the Purchaser and at the Vendor’s risk and expense, subject at all times to the workplace rules and supervision of the Purchaser, the Vendor shall have the right to have a representative present at the time all such samples and measurements are taken. The Vendor or its authorized agent shall have the right to secure sample splits for the purpose of confirming the accuracy of all measurements.

5. **Calculation and Delivery of Royalty Payments**

Royalty payments shall be due on the first day of the second month following the end of each calendar quarter during which production of Mineral Products occurs, and on the first day of the second month following each and every subsequent calendar quarter for so long as the Purchaser mines and sells Mineral Products or otherwise receives proceeds from the production of Mineral Products from the Claims. Royalty payments shall be accompanied by a statement (the “**Statement**”) sufficient to allow the Vendor to determine the method of computation of each Royalty payment and the accuracy thereof. Each statement furnished to the Vendor shall be deemed to be correct and binding on the Vendor unless, within sixty (360) days after receipt by the Vendor of a Statement, the Vendor delivers to the Purchaser a written notice (“**Objection**”).

Notice") that it disputes the correctness of such Statement and specifies their objections in detail.

6. Audit

If the Vendor objects to a particular Statement as herein provided, the Vendor will, for a period of sixty (60) days after the Purchaser's receipt of such Objection Notice, have the right to have the Purchaser's accounts and records relating to the calculation of the Royalty in question audited by independent, third-party auditors. If such audit determines that there has been a deficiency or an excess in the payment made to the Vendor, any excess will be resolved by adjusting the next quarterly Royalty payment due hereunder and any deficiency shall be forthwith paid to the Vendor by wire transfer of immediately available funds or certified cheque. The Vendor will pay all the costs and expenses of such audit unless a deficiency of 5% or more of the amount due is determined to exist. The Purchaser will pay the costs and expenses of such audit if a deficiency of 5% or more of the amount due is determined to exist. All books and records used and kept by the Purchaser to calculate the Royalty due hereunder will be kept in accordance with International Financial Reporting Standards. Failure on the part of the Vendor to make claim against the Purchaser for adjustment in such sixty (60) day period by delivery of an Objection Notice will conclusively establish the correctness and sufficiency of the Statement and Royalty payments for such quarter, and forever preclude the filing of exceptions thereto or making of claims for adjustment thereon by the Vendor. No error in accounting or interpretation of the Agreement shall be the basis for a claim of breach of fiduciary duty, or the like, or give rise to a claim for exemplary or punitive damages or for termination or rescission of the Agreement or the estate and rights acquired and held by the Purchaser under the terms of the Agreement. Nothing herein, however, will limit the Vendor's rights arising out of fraud, bad faith, gross negligence, concealment or misrepresentation.

7. Method of Making and Reporting Payments

All payments of money required to be made by the Purchaser to the Vendor hereunder shall be made by certified cheque sent by pre-paid first class mail to the Vendor on or before the due date at the Vendor's last known address, or such other address as may be designated in writing from time to time by the Vendor. Upon written request from the Vendor to the Purchaser not less than seven (7) days prior to the due date of any payment of money, the Vendor may direct that, instead of mailing a certified cheque, the payment be made by way of wire transfer of immediately available funds to an account designated by the Vendor. Upon making payment as provided herein, the Purchaser shall be relieved of any responsibility for the distribution of such payment among the Vendor. On request of the Vendor, the Purchaser will furnish to the Vendor a statement of account setting forth in reasonable detail the computation of the Royalty.

8. Arbitration

Any dispute or differences between the Parties concerning the Royalty which cannot be resolved or settled by the Parties shall be settled by final and binding arbitration in a location to be agreed upon, at the request of any Party pursuant to the provisions of the *Arbitration Act, 1991* (Ontario), (subject to the specific terms hereof). The Party desiring arbitration shall notify the other Party of its intention to submit any dispute(s) or difference(s) to arbitration as well as a brief description of the matters(s) to be submitted for arbitration. Should the Parties fail to agree on a single, independent arbitrator to settle the relevant dispute(s) or difference(s) within

forty-five (45) days of delivery of the aforesaid notice, then each such Party shall within thirty (30) days thereafter nominate an arbitrator familiar with the mineral exploration and/or mining business (failing which nomination by a Party, the arbitrator nominated by the other Party may proceed to determine the dispute alone) as it shall deem fit and the two (2) arbitrators so selected shall select an independent chairman of the arbitral tribunal of similar knowledge and/or background to act jointly with them. The decision of the single arbitrator or any two (2) of the three (3) arbitrators shall be non-appealable, final and binding with respect to the issue(s) in dispute. The arbitrator(s) shall further determine the location of the arbitration proceedings. If said arbitrators shall be unable to agree in the selection of such chairman, such chairman shall be designated by the President or another officer of the Canadian Institute of Mining and Metallurgy, bearing no relationship to either of the Parties hereto, or, if no designation has been made within thirty (30) days of such request having been made, the aforesaid chairman shall be selected as contemplated in the *Arbitration Act, 1991* (Ontario). The costs of the arbitration shall be borne by the Parties hereto as may be specified in the determination of the arbitrator(s). The arbitrator(s) shall further be authorized to retain such legal counsel and other professional advisors to render any advice to the arbitrator(s) as the arbitrator(s) deem appropriate.