

**THIS MINERAL PROPERTY ACQUISITION AGREEMENT** is dated and made effective the 20th day of August, 2018 (the “**Effective Date**”).

**BETWEEN:**

**Mitchell E. Lavery**, 1806 rue Citadelle, Val-d'Or, Quebec, J9P 4W3

**"MEL"**

(“**MEL**” hereinafter referred to as the “**Vendor**”)

AND:

**SEAHAWK VENTURES INC.**, a company incorporated under the laws of British Columbia, having an office at 909 Bowron Street, Coquitlam, British Columbia, V3J 7W3

(hereinafter referred to as the “**Purchaser**”)

**WHEREAS:**

- A. The Vendor is the beneficial owner of a one hundred percent (100%) interest in and to those certain mineral claims located in Quebec, Canada, as more particularly described in Schedule A attached hereto (the “**Property**”); and
- B. The Vendor wishes to sell to the Purchaser and the Purchaser wishes to purchase a one hundred percent (100%) interest in and to the Property, on the terms and subject to the conditions as are more particularly set forth herein.

**NOW THEREFORE** this Agreement witnesseth that in consideration of the premises and covenants and agreements of the parties hereinafter set forth, the parties do covenant and agree with one another as follows:

**INTERPRETATION**

1. In this Agreement:
  - (a) “**Business Day**” means any day, other than a Saturday, Sunday or any other day on which the principal chartered banks located in the City of Vancouver, British Columbia, are not open for business during normal banking hours;
  - (b) “**Commercial Production**” means the operation of the Property or any portion of the Property as a producing mine and the production of mineral products from the Property (excluding bulk sampling, pilot plant, or test operations);

- (c) “**CSE**” means the Canadian Securities Exchange;
- (d) “**Effective Date**” means the date set forth above;
- (e) “**Environmental Claims**” means any and all administrative, regulatory, or judicial actions, suits, demands, claims, liens, notices of non-compliance or violation, investigations, or proceedings relating in any way to any Environmental Laws or any permit issued under any Environmental Laws, including, without limitation:
  - (i) any and all claims by government or regulatory authorities for enforcement, clean-up, removal, response, remedial, or other actions or damages under any applicable Environmental Law; and
  - (ii) any and all claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation, or injunctive or other relief resulting from hazardous materials, including any release of those claims, or arising from alleged injury or threat of injury to human health or safety (arising from environmental matters) or the environment;
- (f) “**Environmental Laws**” means all requirements of the common law, civil code, or of environmental, health, or safety statutes of any agency, board, or governmental authority including, but not limited to, those relating to:
  - (i) Noise;
  - (ii) pollution or protection of the air, surface water, ground water, or land;
  - (iii) solid, gaseous, or liquid waste generation, handling, treatment, storage, disposal, or transportation;
  - (iv) exposure to hazardous or toxic substances; or
  - (v) the closure, decommissioning, dismantling, or abandonment of any facilities, mines, or workings and the reclamation or restoration of lands;
- (g) “**NSR Royalty**” means the royalty of two and one half percent (2.5%) payable to the Vendor of net smelter returns from minerals mined and removed from the Property, as more particularly described in Schedule B attached hereto and forming a part of this Agreement;
- (h) “**SEDAR**” means the System for Electronic Document Analysis and Retrieval; and
- (i) “**Shares**” means the 1,650,000 common shares in the capital of the Purchaser to

be issued to the Vendor pursuant to paragraph 4 hereof.

## **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDOR**

2. The Vendor warrants and represents to the Purchaser that:

- (a) as to Mitchell E. Lavery, the Seller, is of the full age of majority and is legally competent to execute, deliver and be bound by this Agreement;
- (b) this Agreement is a legal, valid and binding obligation of the Seller, enforceable against the Seller by the Buyer in accordance with its terms;
- (c) it is, and at the time of transfer to the Buyer of mineral claims (cells) comprised in the Property it will be, the recorded holder and beneficial owner of all of the mineral claims (cells) comprising the Property free and clear of all liens, charges and claims of other, and no taxes or rentals are due in respect of any thereof;
- (d) the mineral claims (cells) comprised in the Property have been duly and validly registered under the laws of Quebec in which the property is situated, and accepted by the Buyer, are in good standing with respect to all filings, fees, taxes, assessments, work commitments or other conditions on the date hereof;
- (e) he holds all permits, licenses, consents and authorities issued by any governmental or government authority, which are necessary in connection with the ownership of the Property;
- (f) all fees, taxes, assessments, rentals, levies or other payments required to be made relating to the Property have been made;
- (g) other than this Agreement, there are no outstanding agreements or options to acquire or purchase the Property or any portion thereof or any interest therein;
- (h) there is no adverse claim or challenge against or to the ownership of or title to any part of the Property, and no party has any right, title, claim or other interest in the Property;
- (i) all property rights or interests of the Vendor in the Property are legally and beneficially owned or held by the Vendor, are in good standing, are valid and enforceable, are free and clear of any liens, charges or encumbrances and no royalty is payable in respect of any part of the Property, other than for the NSR Royalty;
- (j) there are no actions, claims, investigations, suits, proceedings or inquiries (judicial or otherwise) pending or, to the best of its knowledge, threatened against or relating to the Vendor or the Property before or by any governmental or regulatory

agency or board, which may, in any way, have a materially adverse effect on the Vendors' ability to perform his obligations hereunder;

- (k) the Property does not, to the best of the Vendors' knowledge, contain any hazardous or toxic material, pollution or other adverse environmental conditions that may give rise to any environmental liability under any applicable Environmental Laws, and the Vendor has not received, nor is he aware of any pending or threatened, notice of non-compliance with any environmental laws, regulations, rules or by-laws;
- (l) he has not received from any governmental or regulatory agency or board, any notice of or communication relating to any actual or alleged Environmental Claims, and there are no outstanding work orders or actions required to be taken relating to environmental matters respecting the Property or any operations carried out on the Property;
- (m) he has provided to Purchaser all data, maps, interpretive data, samples and other materials relevant to the Property for evaluation and in the possession or control of the Vendor, and on the Transfer Date, he will deliver to Purchaser the said materials and information to be held in Purchaser's possession until this Agreement is terminated; and
- (n) the Vendor is not a non-resident of Canada within the meaning of Section 116 of the Income Tax Act, R.S.C. 1985, Chapter 1 (5th Supp.), as amended.

The representations and warranties contained in this section are provided for the exclusive benefit of the Purchaser, and a breach of any one or more thereof may be waived by the Purchaser in whole or in part at any time without prejudice to its rights in respect of any other breach of the same or any other representation or warranty, and the representations and warranties contained in this section shall survive the execution of this Agreement and of any transfers, assignments, deeds or further documents respecting the Property.

### **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PURCHASER**

3. The Purchaser represents and warrants to and covenants with the Vendor, with the knowledge that the Vendor relies upon same in entering into this Agreement, that:
  - (a) it has been duly incorporated, amalgamated or continued and validly exists as a corporation in good standing with respect to the filing of annual reports under the laws of its jurisdiction of incorporation, amalgamation or continuation;
  - (b) it has duly obtained all corporate authorizations for the execution of this Agreement and for the performance of this Agreement by it, and the consummation of the transactions herein contemplated will not conflict with or result in any breach of any covenants or agreements contained in, or constitute a

default under, or result in the creation of any encumbrance under the provisions of the Articles or the constating documents of the Purchaser or any shareholders' or directors' resolution, indenture, agreement or other instrument whatsoever to which the Purchaser is a party or by which it is bound or to which it or the Property may be subject;

- (c) it is a reporting issuer under the Securities Acts (British Columbia) the Securities Act (Alberta) and the Securities Act (Ontario) (collectively, the "Acts"), and is not listed on the list of reporting issuers in default of any requirement of such Acts or the regulations made thereunder as maintained by the British Columbia, Alberta and Ontario Securities Commissions;
- (d) the Shares will, at the time of delivery to the Vendor, be duly authorized and validly allotted and issued as fully paid and non-assessable, free of any liens, charges or encumbrances. The Shares will be subject to statutory hold periods expiring four months from the date of issue;
- (e) on the date of receipt by the Vendor of the certificates representing the Shares, every consent, approval, authorization, order or agreement of the CSE that is required for the issuance of the Shares and the delivery to the Vendor of such certificates to be valid will have been obtained and will be in effect; and
- (f) the Shares are part of a class of shares of the Purchaser that is currently listed and posted for trading on the CSE and, at the time of the delivery of the certificates representing the Shares to the Vendors, will have been approved and reserved for listing on the CSE.

The representations and warranties contained in this section are provided for the exclusive benefit of the Vendor and a breach of any one or more thereof may be waived by the Vendor in whole or in part at any time without prejudice to their rights in respect of any other breach of the same or any other representation or warranty, and the representations and warranties contained in this section shall survive the execution hereof.

### **PURCHASE AND SALE**

4. The Vendor hereby sells to the Purchaser a one hundred percent (100%) interest in and to the Property, free and clear of all claims, taxes, liens or encumbrances, other than for the NSR Royalty, in consideration for:

- (a) payment of \$8,000.00 to be paid at a time mutually agreed upon by the Vendor and Buyer;
- (b) the issuance of 1,650,000 Shares issued as to the directions of the CSE of a final Form 9 setting out the terms of this Agreement or any other securities regulator;

## **TRANSFER OF INTEREST**

5. Upon completion of the obligations pursuant to paragraph 4 above, the Vendor will transfer his total 100% legal title to the Property to the Purchaser (the "Transfer Date"). In the event the Purchaser does not complete the Share issuance or cash payments (and such failure continues for 30 days after notice from the Vendor), at the option of the Vendor, the Purchaser will forfeit its right to acquire the Property and no party will have further rights against the others pursuant to this Agreement.
6. The Purchaser may not assign this Agreement without the written consent of the Vendor, and any assignment will not relieve the Purchaser of its obligations hereunder.

## **NSR ROYALTY**

7. On commencement of Commercial Production from the Property, the Purchaser will pay to the Vendors the NSR Royalty, on the terms described in Schedule B attached hereto.
8. The Purchaser shall have a sixty (60) day first right of refusal to purchase all or any part of the NSR Royalty.

## **GENERAL**

9. The headings to the respective sections in this Agreement will not be deemed part of this Agreement but will be regarded as having been used for convenience only.
10. There are no representations, warranties, collateral agreements, or conditions except as herein specified.
11. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.
12. The parties will execute and deliver all such further documents, do or cause to be done all such further acts and things, and give all such further assurances as may be necessary to give full effect to the provisions and intent of this Agreement.
13. Any notice required or permitted to be given to any of the parties to this Agreement will be in writing and may be given by prepaid registered post, fax, email, or personal delivery to the address of such party first above stated or such other address as any party may specify by notice in writing to the other parties, and any such notice will be deemed to have been given and received by the party to whom it was addressed if mailed, on the third Business Day following the mailing thereof, if sent by facsimile or email, on successful transmission, or, if delivered, on delivery; but if at the time of mailing or between the time of mailing and the third Business Day thereafter there is a strike, lockout, or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.

14. This Agreement will be governed by and construed in accordance with the laws of British Columbia, and the parties hereby attest to the jurisdiction of the Courts of competent jurisdiction of British Columbia in any proceeding hereunder.
15. Time is of the essence of this Agreement.
16. Words and phrases used herein that have acquired special meanings in the mining industry will be read and construed in accordance with the special meanings attaching to those words, unless the context otherwise requires.
17. 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.
18. Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
19. Delivery of an executed copy of this Agreement by electronic communication producing a printed copy will be deemed to be execution and delivery of this Agreement on the date of such communication by the party so delivering such copy, subject to delivery of an originally executed copy of this Agreement to the other party hereto within two weeks of the date of delivery of the copy sent via the electronic communication.
20. Each party to this Agreement will be responsible for all of its own expenses, legal and other professional fees, disbursements, and all other costs incurred in connection with the negotiation, preparation, execution, and delivery of this Agreement and all documents and instruments relating hereto and the consummation of the transactions contemplated hereby.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

**MITCHELL E. LAVERY**

Per: \_\_\_\_\_ "Mitchell E. Lavery"

**SEAHAWK VENTURES INC.**

Per: \_\_\_\_\_ "Giovanni Gasbarro"

Authorized Signatory

## SCHEDULE A

### TO THE MINERAL PROPERTY ACQUISITION AGREEMENT MADE BETWEEN MITCHELL E. LAVERY AND SEAHAWK VENTURES INC.

#### **PROPERTY DESCRIPTION**

The Property is comprised of the following mineral claims, located in Quebec:

#### BLITZ PROPERTY - EAST & WEST BLOCKS - CLAIMS DESCRIPTION

NTS Sheet	Title No	Status	Date of Registration	Expiry Date	Area (Ha)	Excess Work	Required Work	Required Fees	Titleholder(s) (Name, Number and Percentage)	Restriction Comment	Administrative Region	Municipality
										Affecté par : Terre de catégorie III	Nord-du-Québec	Istchee Baie-James Gouvernement régional d'Eeyou
NTS 32F07	2488384	Active	4/12/17 0:00	4/11/19 23:59	56.16	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Affecté par : Terre de catégorie III	Nord-du-Québec	Istchee Baie-James Gouvernement régional d'Eeyou
NTS 32F07	2488385	Active	4/12/17 0:00	4/11/19 23:59	56.16	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Affecté par : Terre de catégorie III	Nord-du-Québec	Istchee Baie-James Gouvernement régional d'Eeyou
NTS 32F07	2488386	Active	4/12/17 0:00	4/11/19 23:59	56.16	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Affecté par : Terre de catégorie III	Nord-du-Québec	Istchee Baie-James Gouvernement régional d'Eeyou
NTS 32F07	2488387	Active	4/12/17 0:00	4/11/19 23:59	56.16	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Affecté par : Terre de catégorie III	Nord-du-Québec	Istchee Baie-James Gouvernement régional d'Eeyou
NTS 32F07	2488388	Active	4/12/17 0:00	4/11/19 23:59	56.16	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Affecté par : Terre de catégorie III	Nord-du-Québec	Istchee Baie-James Gouvernement régional d'Eeyou
NTS 32F07	2488389	Active	4/12/17 0:00	4/11/19 23:59	56.16	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Affecté par : Terre de catégorie III	Nord-du-Québec	Istchee Baie-James Gouvernement régional d'Eeyou

										Affecté par :	Gouvernement
NTS 32F07	2488390 Active	4/12/17 0:00	4/11/19 23:59	56.16	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	régional d'Eeyou Istchee Baie-James
NTS 32F07	2488391 Active	4/12/17 0:00	4/11/19 23:59	56.16	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488392 Active	4/12/17 0:00	4/11/19 23:59	56.16	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488393 Active	4/12/17 0:00	4/11/19 23:59	56.16	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488394 Active	4/12/17 0:00	4/11/19 23:59	56.15	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488395 Active	4/12/17 0:00	4/11/19 23:59	56.15	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488396 Active	4/12/17 0:00	4/11/19 23:59	56.15	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488397 Active	4/12/17 0:00	4/11/19 23:59	56.15	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488398 Active	4/12/17 0:00	4/11/19 23:59	56.15	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488399 Active	4/12/17 0:00	4/11/19 23:59	56.15	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488400 Active	4/12/17 0:00	4/11/19 23:59	56.14	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488401 Active	4/12/17 0:00	4/11/19 23:59	56.14	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488402 Active	4/12/17 0:00	4/11/19 23:59	56.14	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James

										Affecté par :	Gouvernement
NTS 32F07	2488403 Active	4/12/17 0:00	4/11/19 23:59	56.14	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	régional d'Eeyou Istchee Baie-James
NTS 32F07	2488404 Active	4/12/17 0:00	4/11/19 23:59	56.14	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488405 Active	4/12/17 0:00	4/11/19 23:59	56.13	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488406 Active	4/12/17 0:00	4/11/19 23:59	56.13	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488407 Active	4/12/17 0:00	4/11/19 23:59	56.13	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488408 Active	4/12/17 0:00	4/11/19 23:59	56.13	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488409 Active	4/12/17 0:00	4/11/19 23:59	56.13	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488410 Active	4/12/17 0:00	4/11/19 23:59	56.13	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488411 Active	4/12/17 0:00	4/11/19 23:59	56.13	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488412 Active	4/12/17 0:00	4/11/19 23:59	56.13	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488413 Active	4/12/17 0:00	4/11/19 23:59	56.12	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488414 Active	4/12/17 0:00	4/11/19 23:59	56.12	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488415 Active	4/12/17 0:00	4/11/19 23:59	56.12	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James

										Affecté par :	Gouvernement
NTS 32F07	2488416 Active	4/12/17 0:00	4/11/19 23:59	56.12	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	régional d'Eeyou Istchee Baie-James
NTS 32F07	2488417 Active	4/12/17 0:00	4/11/19 23:59	56.12	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488418 Active	4/12/17 0:00	4/11/19 23:59	56.12	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488419 Active	4/12/17 0:00	4/11/19 23:59	56.11	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488420 Active	4/12/17 0:00	4/11/19 23:59	56.11	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488421 Active	4/12/17 0:00	4/11/19 23:59	56.11	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488422 Active	4/12/17 0:00	4/11/19 23:59	56.11	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488423 Active	4/12/17 0:00	4/11/19 23:59	56.11	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488441 Active	4/12/17 0:00	4/11/19 23:59	56.18	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488442 Active	4/12/17 0:00	4/11/19 23:59	56.17	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488443 Active	4/12/17 0:00	4/11/19 23:59	56.17	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488444 Active	4/12/17 0:00	4/11/19 23:59	56.17	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488445 Active	4/12/17 0:00	4/11/19 23:59	56.17	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James

										Affecté par :	Gouvernement
NTS 32F07	2488446 Active	4/12/17 0:00	4/11/19 23:59	56.17	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	régional d'Eeyou Istchee Baie-James
NTS 32F07	2488447 Active	4/12/17 0:00	4/11/19 23:59	56.16	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488448 Active	4/12/17 0:00	4/11/19 23:59	56.16	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488449 Active	4/12/17 0:00	4/11/19 23:59	56.16	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488450 Active	4/12/17 0:00	4/11/19 23:59	56.16	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488451 Active	4/12/17 0:00	4/11/19 23:59	56.16	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488452 Active	4/12/17 0:00	4/11/19 23:59	56.16	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488453 Active	4/12/17 0:00	4/11/19 23:59	56.16	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488454 Active	4/12/17 0:00	4/11/19 23:59	56.16	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488455 Active	4/12/17 0:00	4/11/19 23:59	56.16	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488456 Active	4/12/17 0:00	4/11/19 23:59	56.16	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488457 Active	4/12/17 0:00	4/11/19 23:59	56.16	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488458 Active	4/12/17 0:00	4/11/19 23:59	56.16	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James

										Affecté par :	Gouvernement
NTS 32F07	2488459 Active	4/12/17 0:00	4/11/19 23:59	56.16	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	régional d'Eeyou Istchee Baie-James
NTS 32F07	2488460 Active	4/12/17 0:00	4/11/19 23:59	56.15	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488461 Active	4/12/17 0:00	4/11/19 23:59	56.15	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488462 Active	4/12/17 0:00	4/11/19 23:59	56.15	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488463 Active	4/12/17 0:00	4/11/19 23:59	56.15	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488464 Active	4/12/17 0:00	4/11/19 23:59	56.15	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488465 Active	4/12/17 0:00	4/11/19 23:59	56.15	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488466 Active	4/12/17 0:00	4/11/19 23:59	56.15	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488467 Active	4/12/17 0:00	4/11/19 23:59	56.15	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488468 Active	4/12/17 0:00	4/11/19 23:59	56.15	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488469 Active	4/12/17 0:00	4/11/19 23:59	56.15	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488470 Active	4/12/17 0:00	4/11/19 23:59	56.15	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488471 Active	4/12/17 0:00	4/11/19 23:59	56.15	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James

										Affecté par :	Gouvernement
NTS 32F07	2488472 Active	4/12/17 0:00	4/11/19 23:59	56.15	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	régional d'Eeyou Istchee Baie-James
NTS 32F07	2488473 Active	4/12/17 0:00	4/11/19 23:59	56.15	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488474 Active	4/12/17 0:00	4/11/19 23:59	56.15	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488475 Active	4/12/17 0:00	4/11/19 23:59	56.15	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488476 Active	4/12/17 0:00	4/11/19 23:59	56.15	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488477 Active	4/12/17 0:00	4/11/19 23:59	56.15	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488478 Active	4/12/17 0:00	4/11/19 23:59	56.14	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488479 Active	4/12/17 0:00	4/11/19 23:59	56.14	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488480 Active	4/12/17 0:00	4/11/19 23:59	56.14	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488497 Active	4/12/17 0:00	4/11/19 23:59	56.14	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488498 Active	4/12/17 0:00	4/11/19 23:59	56.14	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488499 Active	4/12/17 0:00	4/11/19 23:59	56.14	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488500 Active	4/12/17 0:00	4/11/19 23:59	56.14	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James

										Affecté par :	Gouvernement
NTS 32F07	2488501 Active	4/12/17 0:00	4/11/19 23:59	56.14	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	régional d'Eeyou Istchee Baie-James
NTS 32F07	2488502 Active	4/12/17 0:00	4/11/19 23:59	56.14	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488503 Active	4/12/17 0:00	4/11/19 23:59	56.14	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488504 Active	4/12/17 0:00	4/11/19 23:59	56.14	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488505 Active	4/12/17 0:00	4/11/19 23:59	56.14	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488506 Active	4/12/17 0:00	4/11/19 23:59	56.13	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488507 Active	4/12/17 0:00	4/11/19 23:59	56.13	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488508 Active	4/12/17 0:00	4/11/19 23:59	56.12	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488509 Active	4/12/17 0:00	4/11/19 23:59	56.12	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488510 Active	4/12/17 0:00	4/11/19 23:59	56.12	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488511 Active	4/12/17 0:00	4/11/19 23:59	56.12	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488512 Active	4/12/17 0:00	4/11/19 23:59	56.12	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488513 Active	4/12/17 0:00	4/11/19 23:59	56.12	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James

										Affecté par :	Gouvernement
NTS 32F07	2488514 Active	4/12/17 0:00	4/11/19 23:59	56.12	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	régional d'Eeyou Istchee Baie-James
NTS 32F07	2488515 Active	4/12/17 0:00	4/11/19 23:59	56.12	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488516 Active	4/12/17 0:00	4/11/19 23:59	56.12	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488517 Active	4/12/17 0:00	4/11/19 23:59	56.11	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2488518 Active	4/12/17 0:00	4/11/19 23:59	56.11	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2504422 Active	11/6/17 0:00	11/5/19 23:59	56.16	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2519694 Active	6/13/18 0:00	6/12/20 23:59	56.14	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2519695 Active	6/13/18 0:00	6/12/20 23:59	56.14	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2519696 Active	6/13/18 0:00	6/12/20 23:59	56.14	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2519697 Active	6/13/18 0:00	6/12/20 23:59	56.14	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2519698 Active	6/13/18 0:00	6/12/20 23:59	56.14	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2519699 Active	6/13/18 0:00	6/12/20 23:59	56.13	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2519700 Active	6/13/18 0:00	6/12/20 23:59	56.13	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James

									Affecté par :		Gouvernement
NTS 32F07	2519701 Active	6/13/18 0:00	6/12/20 23:59	56.13	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	régional d'Eeyou Istchee Baie-James
NTS 32F07	2519702 Active	6/13/18 0:00	6/12/20 23:59	56.13	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2519703 Active	6/13/18 0:00	6/12/20 23:59	56.13	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2519704 Active	6/13/18 0:00	6/12/20 23:59	56.12	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2519705 Active	6/13/18 0:00	6/12/20 23:59	56.12	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2519706 Active	6/13/18 0:00	6/12/20 23:59	56.12	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2519707 Active	6/13/18 0:00	6/12/20 23:59	56.12	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
NTS 32F07	2519708 Active	6/13/18 0:00	6/12/20 23:59	56.12	0	\$780.00	\$64.09	Mitchell E Lavery (1410) 100 % (responsible)	Terre de catégorie III	Nord-du-Québec	Gouvernement régional d'Eeyou Istchee Baie-James
TOTAL				6624.		\$92,040.0					
				67		0		\$7,562.62			

## SCHEDULE B

### **TO THE MINERAL PROPERTY ACQUISITION AGREEMENT MADE BETWEEN MITCHELL E. LAVERY AND SEAHAWK VENTURES INC.**

#### NSR ROYALTY

##### 1. Interpretation

Where used herein:

- (a) “**Agreement**” means the agreement to which this Schedule B is attached, including any amendments thereto or renewals or extensions thereof.
- (b) “**Fiscal Period**” means each calendar year or other period of twelve (12) consecutive months adopted by the Purchaser for tax purchases during the term of the Agreement.
- (c) “**Net Smelter Returns**” means the actual proceeds received by the Purchaser in from any mint, smelter, refinery or other purchaser for the sale of Purchaser’s share of ores, metals (metals shall include bullion) or concentrates produced from the Mining Rights and sold, after deducting from such proceeds the following charges levied by third parties to the extent that they were not deducted by the purchaser in computing payment: smelting and refining charges; penalties; assay costs and umpire assay costs; cost of freight and handling of ores, metals or concentrates from the Mining Rights to any mint, smelter, refinery, or other purchaser; marketing costs for products produced from the Mining Rights other than precious metals or ores or concentrates thereof; and insurance on all such ores, metals or concentrates.
- (d) “**Mining Rights**” means those mining rights described in Schedule A of the Agreement and any successor title thereto.
- (e) “**Royalty Interest**” means the 2.5% of Net Smelter Returns royalty payable by the Purchaser to the Vendor under the Agreement.

##### 2. Payment

- (a) The Royalty Interest shall be paid on a quarterly basis within forty-five (45) days after the end of each fiscal quarter in respect of the actual proceeds received in such fiscal quarter.
- (b) Each payment under subsection 3(a) shall be accompanied by a statement indicating the calculation of Net Smelter Return Royalty hereunder. The Vendor shall be entitled to audit, during normal business hours, such books and records as are necessary to determine the correctness of the payment of the Royalty Interest, provided however, that such audit shall be made only on an annual basis and within twelve (12) months of the end of the Fiscal Period in respect of which such audit is made.

##### 3. Interest

It is the intention of the Parties that the Royalty is a real right and shall run with the land, to the extent permissible at law, and the Royalty and the Agreement shall be registerable or otherwise recordable in all

public places where interests in respect of the Property or real property rights are recordable. The Vendor, if it so desires, shall at its cost, prepare, execute and deliver such further documents or instruments as may be necessary for the timely and effective recording or registration of this Agreement, or a caution, notice or caveat in respect of this Agreement, in such public places

The Purchaser shall pay a 2.5% NSR Royalty on all Mineral Products sold from the Property to the Vendor.

4. NSR - First Right of Refusal

The Purchaser shall have a sixty (60) day first right of refusal to purchase all or any part of the NSR Royalty.