

PAKEAGAMA LITHIUM PROPERTY OPTION AGREEMENT

THIS OPTION AGREEMENT ("OPTION" or Option Agreement) made as of this 6th day of April, 2021 (the "Execution Date").

BETWEEN:

Musk Metals Corp. of Suite 303, 570 Granville Street, Vancouver, BC V6C 3P1 (the "Optionee")

- AND -

Gravel Ridge Resources Ltd of *Redacted* (50%/50% split) (" the Optionor").

- AND -

1544230 Ontario Inc. of *Redacted* (50%/50% split) (" the Optionor").

BACKGROUND:

- A. The Optionor is a corporation which carries on the business of exploration mining Company and has a registered address of *Redacted* and *Redacted*.
- B. The Optionor owns and desires to option certain assets of its business (the "Option Agreement"), to the Purchaser, subject to any exclusions as may be agreed between the parties pursuant to this OPTION, and the Optionee desires to option the Assets.

The basic terms are as follows:

1. Property Details are as described below:

- **Pakeagama, Lithium Property** consisting of 4 claims (the "Claims") comprising of 76 cell units totaling approximately **1,600 hectares** all of which are located in the Townships of **Pakeagama Lake Area**, Ontario, as further described in Schedule "A"

2. Option Terms:

The Optionee will acquire an undivided 100% interest in the **Pakeagama Lithium Property**, based on the below payment of cash and share issuances:

ON SIGNING:

- Cash payment of CAD \$ 4,000 to 1544230 Ontario Inc. and \$4,000 to Gravel Ridge Resources Ltd., for a total of \$8,000 within 3 Business Days of signing.
- Share issuance of 150,000 shares to 1544230 Ontario Inc. and 150,000 shares to Gravel Ridge Resources Ltd., for a total of \$300,000 within 3 Business Days of signing.

YEAR 1 ANNIVERSARY:

- Cash payment of CAD \$6,000 to 1544230 Ontario Inc. and \$6,000 to Gravel Ridge Resources Ltd., for a total of \$12,000 on the first-year anniversary of signing.
- Share issuance of 150,000 shares to 1544230 Ontario Inc. and 150,000 shares to Gravel Ridge Resources Ltd., for a total of \$300,000 on the first-year anniversary of signing.

YEAR 2 ANNIVERSARY:

- Cash payment of CAD \$10,000 to 1544230 Ontario Inc. and \$10,000 to Gravel Ridge Resources Ltd. for a total of \$20,000 on the second year anniversary of signing.

YEAR 3 ANNIVERSARY:

- Cash payment of CAD \$15,000 to 1544230 Ontario Inc. and \$15,000 to Gravel Ridge Resources Ltd., for a total of \$30,000 on the third-year anniversary of signing.

The Optionor will retain a 1.5 % NSR from any future production.

NET SMELTER ROYALTY:

Production Royalties. If the Purchaser acquires the Property and begins commercial production on any pan of the Property, the Purchaser shall also pay to the Optionor a Production Royalty calculated at one-point five percent (1.5%) of the Net Smelter Returns.

Production Royalty Buy-Back. The Purchaser or its assigns shall have the right at any time to purchase from the Optionor zero point five-zero percent (0.50%) Net Smelter Returns Production Royalty by way of a one-time payment to the Optionor of the sum of \$500,000 in Canadian funds. Upon such purchase and payment being made, the Production Royalties shall thereafter be calculated as being reduced to one-point zero percent (1.0%) of Optionor's Net Smelter Returns.

3. Mutual Area of Interest. For the purposes of this section the “**Area of Interest**” shall mean the one kilometer area surrounding the Pakeagama Lithium Property.

- In the event that the Optionor or Optionee acquires any mineral claims within the Area of Interest, then such claims shall be deemed to be considered as part of the Pakeagama Lithium Property and shall be subject to the terms of this Agreement, including the Production Royalty;
- In the event that either of the Optionors acquires any mineral claims within the Area of Interest, then the Optionee shall be granted a right of first refusal to acquire such mineral claims for the Optionors' cost and should the Optionee elect to acquire such mineral claims, then such claims shall be deemed to be considered as part of the Pakeagama Lithium Property and shall be subject to the terms of this Agreement, including the Production Royalty.

4. Representations and Warranties

The Optionor's Representations and Warranties.

The Optionor represents and warrants to the Optionee as follows:

- a) The Optionor is a corporation duly incorporated and validly existing under all applicable laws of its

jurisdiction of incorporation and has all necessary corporate or other power, authority and capacity to own the Property and assets, to convey its interest herein, to carry on the business now being conducted and to enter into this OPTION and executing and closing a definitive written agreement.

- b) The Optionor owns and controls 100% of the Pakeagama Lithium Property.
- c) The Property claims are in good standing with the Ontario government.
- d) The Optionor holds and owns the assets and the property sought to be conveyed herein, including the legal option to obtain the Property. No person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase from the Optionor of any of the material assets or property of the Optionor contemplated for this transaction.
- e) There is no bankruptcy, liquidation, winding-up or other similar proceeding pending or in progress or, to the knowledge of the Optionor, that includes or threatens the Property before any court, regulatory or administrative agency or tribunal.
- f) There are no actions, liens, environmental fines, suits or other legal proceedings currently pending before any court or administrative body, threatened against the Optionor or Property which individually or in the aggregate have, or could reasonably be expected to have, any material adverse effect on the Property.
- g) Neither the execution nor delivery of this OPTION by Optionor nor the consummation of the transaction contemplated herein will conflict with or result in:

Violation, contravention or breach of any of the terms, conditions or provisions of any agreement or instrument to which the Optionor is bound or constitute a default by the Optionor thereunder, or under any statute, regulation, judgment, decree or law by which the Optionor is subject or bound or result in the creation or imposition of any encumbrance upon the property or assets of the Optionor contemplated for purchase by the Optionee herein; or

A violation by the Optionee of any law or regulation or any applicable order of any court, arbitrator or governmental authority having jurisdiction over the Optionor, other than any such violations, contraventions, breaches, defaults or encumbrances that individually or in the aggregate would not reasonably be expected to have any material adverse effect on the Optionor.

6. The Optionee's Representations and Warranties.

The Optionee represents and warrants to the Optionor as follows:

- a. The Optionee is a corporation duly incorporated and validly existing under all applicable laws of its jurisdiction of incorporation and has all necessary corporate or other power, authority and capacity to own the Property and assets, to carry on the business now being conducted and to enter into this OPTION and upon executing and closing a definitive written agreement.
- b. The Optionee will agree and abide by all environmental laws in the province.
- c. The Optionee will consult with the appropriate aboriginal groups in the area.
- d. The Optionee will return the claims with a minimum of one- year's good standing in the event the Optionee exits the above Option Agreement.
- e. The common shares of Optionee are trading on the Canadian Securities Exchange.
- f. Either the execution nor delivery of this agreement by the Optionee nor the consummation of the transaction contemplated herein will conflict with or result in:
 - i. a violation, contravention or breach of any of the terms, conditions or provisions of any agreement or instrument to which the Optionee is bound or constitute a default by the Optionee thereunder, or under

any statute, regulation, judgment, decree or law by which the Optionee is subject or bound or result in the creation or imposition of any encumbrance upon the assets of the Purchaser; or

- ii. a violation by the Optionee of any law or regulation or any applicable order of any court, arbitrator or governmental authority having jurisdiction over the Purchaser, other than any such violations, contraventions, breaches, defaults or encumbrances that individually or in the aggregate would not reasonably be expected to have any material adverse effect on the Purchaser.
- g. Purchaser is not subject to any cease trade or other order of any applicable stock exchange or securities regulatory authority and, to the knowledge of Purchaser, no investigation or other proceedings involving Optionee which may operate to prevent or restrict trading of any securities of Optionee are currently in progress or pending before any applicable stock exchange or securities regulatory authority.
- h. There are no actions, suits, bankruptcy, liquidation, winding-up or other similar proceeding pending or in progress or, to the knowledge of the Purchaser, threatened against the Optionee before any court, regulatory or administrative agency or tribunal.
- I. Purchaser is current and/or will make current the filing of all public disclosure documents required to be filed by Optionee under applicable securities laws and stock exchange rules, policies and instruments of all regulatory or administrative bodies having jurisdiction over Purchaser.
- J. There is no “material fact” or “material change” (as those terms are defined in applicable securities legislation) in the affairs of Optionee that has not been generally disclosed to the public.

Governing Law:

The Agreement is to be governed by and construed under the laws of the Province of Ontario, Canada.

Termination

This Option Agreement shall terminate with the parties hereto having no further obligations to each other hereunder in the following circumstances:

- (a) the Optionee giving written notice to terminate the Option Agreement of both parties;

This OPTION accurately reflects the understanding between the Optionor and the Purchaser, signed on this 6th day of April, 2021

Per: "Nader Vatanchi"

Musk Metals Corp.

Per: "Michael Frymire"

Gravel Ridge Resources Ltd. – Michael Frymire

Per: "Perry English"

1544230 Ontario Inc. – Perry English

“Schedule A”

Claim#	Type	Status	Issue Date	Anniversary Date	Due Date	Owner Client#	Area # of Cells
643667	Claim	Active	2021-03-17	2023-03-17	2023-03-17	(129617) PERRY ENGLISH	13
643664	Claim	Active	2021-03-17	2023-03-17	2023-03-17	(129617) PERRY ENGLISH	25
643666	Claim	Active	2021-03-17	2023-03-17	2023-03-17	(10002746) Gravel Ridge Resources Ltd.	25
643665	Claim	Active	2021-03-17	2023-03-17	2023-03-17	(10002746) Gravel Ridge Resources Ltd.	13