

PROPERTY OPTION AGREEMENT

Dated December 15, 2014

BETWEEN

**Carrara Exploration Corp. (the "Optionee")
#200, 551 Howe Street Vancouver BC V6C 2C2.**

- And -

**Rich River Exploration Ltd. and Craig A. Lynes (collectively, the "Optionors")
PO Box 131, Grindrod, BC V0E 1Y0**

Re: Property Option Agreement - Boomerang Gold Project

This letter is further to our earlier discussions and shall outline the terms of a property option agreement (the "**Agreement**") between the Optionors and the Optionee with respect to the Boomerang Gold Project (the "**Boomerang Property**").

1. Representations

1.1 The Optionors, represent as follows:

- (a) The Optionors are the beneficial and legal owners of an undivided 100% interest in the Boomerang Property, located near Rhone, British Columbia, approximately 25 kilometers north-northwest of Rock Creek in the Greenwood Mining Division, as more particularly described in Schedule A to this Agreement; and
- (b) Rich River Exploration Ltd. ("**Rich River**") is a company duly incorporated, organized and validly subsisting under the laws of British Columbia and has all the necessary corporate power and capacity to enter into this Agreement with respect to the Boomerang Property and to comply with the terms thereof.

Based on the above, the Optionors and the Optionee are prepared to enter into this Agreement respecting the Boomerang Property.

2. Grant of Option and Consideration

2.1 Upon the execution of and pursuant to this Agreement, the Optionors shall grant the right to earn an 100% undivided interest in the Boomerang Property (the "**Option**") to the Optionee, subject only to a 3 % NSR on all base, rare earth elements and precious metals. To exercise its Option, the Optionee agrees to: (i) pay a total of \$100,000 to the Optionor, Rich River; (ii) issue a total of 800,000 common shares in the capital of the Optionee to the Optionor, Rich River; and (iii) complete \$400,000.00 worth of exploration expenditures on the Boomerang Property (together, the "**Option Consideration**").

2.2 The Optionee shall issue the common share portion of the Option Consideration to Rich River as follows:

- (a) 300,000 common shares upon the closing of an initial public offering of the Optionee's common shares on the Canadian Securities Exchange (the "**Exchange**");
- (b) 100,000 common shares on or before the 1st anniversary of the listing of the Optionee's common shares on the Exchange;
- (c) 100,000 common shares on or before the second anniversary of the listing of the Optionee's common shares on the Exchange;
- (d) 100,000 common shares on or before the third anniversary of the listing of the Optionee's common shares on the Exchange; and
- (e) 200,000 common shares on or before the fourth anniversary of the listing of the Optionee's common shares on the Exchange.

2.3 The Optionee shall pay the cash portion of the Option Consideration to Rich River as follows:

- (a) \$5,000.00 upon execution of this agreement;
- (b) \$20,000 on or before the third anniversary of the listing of the Optionee's common shares on the Exchange;
- (c) \$30,000 on or before the fourth anniversary of the listing of the Optionee's common shares on the Exchange; and
- (d) \$50,000 on or before the fifth anniversary of the listing of the Optionee's common shares on the Exchange.

2.4 The Optionee shall make the required exploration expenditures on the Boomerang Property according to the following schedule:

- (a) \$100,000 on or before the third anniversary of the listing of the Optionee's common shares on the Exchange;
- (b) \$100,000 on or before the fourth anniversary of the listing of the Optionee's common shares on the Exchange; and
- (c) \$200,000 on or before the fifth anniversary of the listing of the Optionee's common shares on the Exchange.

2.5 This Agreement confers an option only. Once the Optionee has paid the Option Consideration in full, then it shall be deemed to have earned an 100% undivided interest in the

Boomerang Property, subject only to the NSR Royalty (as defined below) on all base, rare earth elements and precious metals.

3. Net Smelter Royalty

3.1 A Net Smelter Return Royalty in the aggregate amount of 3% (the "**NSR Royalty**") is payable to the Optionors on all base, rare earth elements and precious metals, as more particularly described in Schedule B to this Agreement.

3.2 The Optionee may purchase the first 1% of the NSR Royalty for \$750,000. The Optionee may purchase the remaining 2% of the NSR Royalty for an additional \$1,000,000.

4. Operator

4.1 The Optionee, or its designate, shall be the operator of the Boomerang Property during the term of the Agreement. Rich River shall be the primary exploration contractor when possible.

5. Assessment Work

5.1 In order to keep the claims comprising the Boomerang Property current, the Optionee shall pay or cause to be paid any rates, taxes, duties, royalties, assessments or fees levied with respect to the Boomerang Property or the Optionee's operations thereon. The Optionee shall apply and pay for assessment credits for the mineral claims comprising the Boomerang Property for all work and expenditures conducted on all or any part of the Boomerang Property.

6. Underlying Interests

6.1 The Optionors warrants that no undisclosed underlying royalty interest or such other undisclosed obligation exists on the Boomerang Property.

7. Area of Interest

7.1 If, after the effective date of this Agreement, any of the parties to this Agreement stakes or acquires, directly or indirectly, an interest or right in a mineral claim located within three (3) kilometres of the boundaries of the Boomerang Property as it was constituted at the effective date of this Agreement, or at the date of any amendments thereto, that interest or right shall be deemed to form part of the Boomerang Property and shall be subject to this Agreement.

8. Access to Information

8.1 Throughout the term of the Agreement, the Optionee shall supply the Optionors with a yearly report detailing all works carried out on the Boomerang Property. In addition, the Optionee shall supply the Optionors with copies of any geological or geophysical reports prepared in respect of the Boomerang Property within two weeks of receiving same.

9. Termination

9.1 The Optionee may terminate this Agreement by filing notice thereof by letter to the Optionors at the above address. The Boomerang Property shall have sufficient assessment credits recorded against it at the date of such termination to keep it in good standing for a minimum of one year from the date of termination.

10. Transfer of Property

10.1 Once the Optionee has made the required payments, expenditures and share issuances comprising the Option Consideration, the Optionors shall forthwith transfer 100% legal and beneficial interest in the Boomerang Property, subject only to the NSR Royalty that shall run with the Boomerang Property and constitute a direct real interest therein.

11. Abandonment of Claims

11.1 The Optionee may abandon any portion of the Boomerang Property by transferring same to the Optionors, upon two weeks' notice. Any claims so abandoned shall be in good standing for at least one year from the date title is transferred to the Optionors.

12. General

12.1 This Agreement shall supersede and replace any other agreement or arrangement, whether oral or written, hereunto before existing between the parties in respect of the subject matter of this Agreement.

12.2 This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns. During the term of this Agreement, the rights and interests of the Optionee hereunder shall be assignable by the Optionee or its assigns.

12.3 This Agreement shall be governed by and construed in accordance with the laws of British Columbia, Canada.

12.4 Time shall be of the essence of this Agreement.

12.5 If required under policy, this Agreement shall be subject to the approval of the Exchange. Both the Optionors and the Optionee agree to file documents in a timely manner and to take such steps as are necessary so as to expedite approval by the Exchange.

ACCEPTED AND AGREED this 19th day of December, 2014

CARRARA EXPLORATION CORP.

"Robert Coltura"

Per: _____
Authorized Signatory

RICH RIVER EXPLORATION LTD.

"Craig A. Lynes"

Per: _____
Authorized signatory

"Craig A. Lynes"

CRAIG A. LYNES

SCHEDULE A

THE BOOMERANG PROPERTY

LOCATION: Near Rhone – Rock Creek Area, British Columbia

Comprised of 4 (four), B.C. MTO Located Mineral Cells

<u>Tenure Number</u>	<u>Type</u>	<u>Claim Name</u>	<u>Good Until</u>	<u>Area (ha)</u>
1032689	Mineral	TERESA	20231231	126.5135
1032690	Mineral	ICONOCLAST	20231231	210.8834
1032691	Mineral	SOUTH RICHELIEU	20231231	84.3582
1032823	Mineral	BOOMERANG	20231231	84.3461

New claims added to the property under the area of influence

Area of Interest

If, after the effective date of this Agreement, any of the parties to this Agreement stakes or acquires, directly or indirectly, an interest or right in a mineral claim located within three kilometres of the boundaries of the Boomerang Property as it was constituted at the effective date of this Agreement, that interest or right shall be deemed to form part of the Boomerang Property and shall be subject to this Agreement.

New Claims Added on June 29th, 2016

The new claims included within the Boomerang Property are as follows:

1042017	Mineral	MONTE CHRISTO	20170213	21.0823
1042144	Mineral	OH - HIGH - AU	20170217	42.1611
1044421	Mineral	MONTE CHRISTO	20170529	168.6652

June 29, 2016 amendment accepted and agree dot by Rich River Exploration Ltd. & Craig Lynes

RICH RIVER EXPLORATION LTD.

**CARRARA EXPLORATION
CORP.**

"Craig A. Lynes"

"Craig A. Lynes"

"Robert Coltura"

Per:

Per:

Authorized signatory

CRAIG A. LYNES

Authorized Signatory

SCHEDULE B

NSR -- NET SMELTER RETURNS ROYALTY

1. For the purposes of this Agreement the following words and phrases shall have the following meanings, namely:

- (a) "**Commencement of Commercial Production**" shall mean:
 - (i) if a mill is located on the Boomerang Property, the last day of a period of 40 consecutive days in which, for not less than 30 days, the mill processed ore from the Boomerang Property at 60% of its rated concentrating capacity; or
 - (ii) if a mill is not located on the Boomerang Property, the last day of a period of 30 consecutive days during which ore has been shipped from the Boomerang Property on a reasonably regular basis for the purpose of earning revenues, but any period of time during which ore or concentrate is shipped from the Boomerang Property for testing purposes, or during which milling operations are undertaken as initial tune-up, shall not be taken into account in determining the date of Commencement of Commercial Production;
- (b) "**Net Smelter Returns**" shall mean the gross proceeds received by the Optionee in any year from the sale of Product (as defined below) from mining operations on the Boomerang Property, less successively:
 - (i) the cost of transportation of such Product to a smelter or other place of treatment, and
 - (ii) smelter and treatment charges;
- (c) "**Ore**" shall mean any material containing a mineral or minerals of commercial economic value mined from the Boomerang Property; and
- (d) "**Product**" shall mean Ore mined from the Boomerang Property and any concentrates or other materials or products derived therefrom, but if any such Ore, concentrates or other materials or products are further treated as part of the mining operation in respect of the Boomerang Property, such Ore, concentrates or other materials or products shall not be considered to be Product until after they have been so treated.

2. For the purposes of calculating the amount of NSR payable to the Optionors hereunder, if, after the Commencement of Commercial Production, the Optionee sells any Product to one of its subsidiaries or affiliates, and if the sale price of such Product is not negotiated on an arm's-length basis, the Optionee shall for the purposes of calculating the NSR, only and notwithstanding the actual amount of such sale price, add to the proceeds from the sale of such Product an amount which would be sufficient to make such sale price represent a reasonable net sale price for such Product as if negotiated at arm's length and after taking into account all pertinent circumstances including, without limitation, the current market conditions relating to Ore, concentrates or products similar to such Product.

3. The Optionee shall by notice inform the Optionors of the quantum of such reasonable

net sale price and, if the Optionors do not object thereto, within 60 days after receipt of such notice, said quantum shall be final and binding for the purposes of this Agreement.

4. The Optionee may remove reasonable quantities of Ore and rock from the Boomerang Property for the purpose of bulk sampling and of testing, and there shall be no NSR payable to the Optionors with respect thereto unless revenues are derived therefrom.

5. The Optionees shall have the right to commingle with ores from the Boomerang Property, ore produced from other properties, provided that prior to such commingling, the Optionee shall adopt and employ reasonable practices and procedures for weighing, determination of moisture content, sampling and assaying, as well as utilize reasonable accurate recovery factors in order to determine the amounts of products derived from, or attributable to Ore mined and produced from the Boomerang Property. The Optionee shall maintain accurate records of the results of such sampling, weighing and analysis as pertaining to ore mined and produced from the Boomerang Property.

6. Instalments of the NSR payable shall be paid by the Optionee to the Optionors immediately upon the receipt by the Optionee of the payment from the smelter, refinery or other place of treatment of the proceeds of sale of the minerals, ore, concentrates or other product from the Boomerang Property.

7. Within 120 days after the end of each fiscal year, commencing with the year in which Commencement of Commercial Production occurs, the accounts of the Optionee relating to operations on the Boomerang Property and the statement of operations, which shall include the statement of calculation of the NSR for the year last completed, shall be audited by the auditors of the Optionee at its expense. The Optionors shall have 45 days after receipt of such statements to question the accuracy thereof in writing and, failing such objection, the statements shall be deemed to be correct and unimpeachable thereafter.

9. If such audited financial statements disclose any underpayment of the NSR by the Optionee during the year, the amount thereof shall be paid to the Optionor forthwith after determination thereof.

10. The Optionee agrees to maintain for each mining operation on the Boomerang Property, up- to-date and complete records relating to the production and sale of minerals, ore, bullion and other product from the Boomerang Property, including accounts, records, statements and returns relating to treatment and smelting arrangements of such product, and the Optionors or their agents shall have the right at all reasonable times, including for a period of 12 months following the expiration or termination of this Agreement, to inspect such records, statements and returns and make copies thereof at its own expense for the purpose of verifying the amount of the NSR payments to be made by the Optionee to the Optionors pursuant hereto. The Optionors shall have the right to have such accounts audited by independent auditors at its own expense once each fiscal year.