

PURCHASE OPTION AGREEMENT FOR THE 100% ACQUISITION OF THE LAC AUX BOULEAUX GRAPHITE PROJECT

This Agreement is dated March 30, 2017, and is between;

Graphite Energy Corp of # 610-700 West Pender St, Vancouver BC, and hereinafter referred to as "GEC",

And,

Gold Port Resources Ltd., of #804 – 750 W Pender Street Vancouver BC V6C 2T7, and hereinafter referred to as " GPRL " .

NOW THEREFORE in consideration of the terms and conditions contained herein, GPRL agrees to grant to GEC, the sole and exclusive option to purchase a 100% interest in the Lac Aux Bouleaux Graphite Project, hereinafter referred to as the " LAB Project " .

1.0 DEFINITIONS

- A. Lac Aux Bouleaux Graphite Project: a contiguous set of 14 claims as defined in Appendix A and B attached hereto, located in the Province of Quebec, and defined by granted numbers CD 2420583 to CD 2420591 , and pending numbers 00120054, 00120055,00130054,00130056, 00140057, as defined on Application Number 1463891 and 1466964, and hereinafter referred to as the " LAB Project "
- B. Closing Date: the date of which shares of GEC trade on a stock exchange.
- C. Effective Date: the date upon the first payment as defined in 2.0 A. below.

2.0 CASH CONSIDERATION

- A. GEC agrees to pay to GPRL, \$Cdn 60,000 on or before April 28th, 2017.
- B. GEC agrees to pay to GPRL a second payment of \$Cdn 60,000 on the Closing Date
- C. GEC agrees to pay GPRL a final payment of \$Cdn 60,000 six months from the Closing Date

3.0 SHARE CONSIDERATION

- A. GEC shall issue to GPRL, or a designee of GPRL in whole or part, 5,000,000 common shares (the Share Consideration) upon the signing of this agreement, such shares to remain in the possession of GEC until the Effective Date. If the Effective Date does not occur, GPRL consents to a return to treasury of the Share Consideration.
- B. Consideration issued under A above shall be subject to a one year trading restriction from the Closing Date in addition in addition to any trading restrictions imposed by the British Columbia Securities Commission.



4.0 PRODUCTION AND OFFTAKE CONSIDERATION

- A. GEC grants to GPRL , a tonnage royalty equal to \$ Cdn 2.00 per tonne of material removed for processing from the LAB Project.
- B. In the event that the LAB Project becomes the subject of an off-take agreement with a third party, GEC agrees to pay to GPRL, 25% of the off-take value, after deduction for all exploration and development costs incurred by GEC up to the date of the off-take agreement.
- C. Any off-take agreement entered into by GEC with a third party is subject to the approval of GPRL, such consent shall not be unreasonably withheld.
- D. Should GEC enter into an off-take agreement for the LAB Project with a third party, any sale of the off-take agreement to another party in whole or part, will be subject to GPRL receiving from GEC, 25% of the proceeds.

5.0 FLOW THROUGH WORK COMMITTEENT

- A. Agrees to incur \$Cdn 120,000 in qualified exploration expenditures on the LAB Project during 2017. Such expenditures will be to the credit of NRG Metals Inc., but managed by GEC.

6.0 REPRESENTATIONS AND WARRANTIES OF GPRL

- a. GPRL represents to GEC that it is reporting issuer, incorporated in the Province of British Columbia, in good standing.
- b. GPRL represents to GEC that its public disclosure record contains no misrepresentations.
- c. GPRL represents to GEC that it is not currently the subject of or party to any actions, suits or claims.
- d. GPRL represents to GEC that it has the full power and authority to enter into this Agreement.
- e. GPRL represent to GEC that at the effective date of this agreement, it is the sole and 100% owner of the LAB Project, subject to the underlying agreements attached hereto as Appendix B, and the registration record attached hereto as Appendix A.
- f. GPRL represents to GEC that the LAB Project is subject to an underlying royalty of 3% to two parties, Geomap Exploration Inc. as to 1.5% and Nathan Rotstein as to 1.5% , and such royalty can be purchased for \$ 1,000,000 per percentage point at any time.



7.0 REPRESENTATIONS AND WARRANTIES OF GEC

- a. GEC represents to GPRL that it is a corporation in good standing, registered in the Province of British Columbia, Canada, under business number
- b. GEC represents that at the effective date of this agreement, it is not the subject of any suits or actions, real or threatened.
- c. GEC represents to GPRL that at the effective date, it has issued and outstanding approximately 15,800,000 common shares without par value, and approximately 5,400,000 share purchase warrants.

- d. GEC represents to GPRL that at the effective date, it has no other shares or securities issued or outstanding other than those defined in d above.
- e. GEC represents to GPRL that at the effective date, GEC will have raised a minimum of \$ 425,000 in working capital.
- f. GEC agrees to keep the LAB Project in good standing for as long as it continues ownership, and advise GPRL of the filing of the require work records to maintain the project in good standing.

8.0 OTHER

- a. The laws governing this Agreement are the laws of Canada, in the Province of British Columbia.
- b. This agreement may be terminated by GEC at any time with 30 days written notice to GPRL.
- c. If any payment under 2.0 and 3.0 of this agreement is not completed by GEC, GEC will be considered in default and have thirty days within which it may remedy the default.
- d. If GEC is in default under c. above and fails to remedy the default, the agreement will be considered terminated.
- e. Should GEC terminate this agreement prior to completion of 2.0 and 3.0 above, GEC will be deemed not to have earned an interest in the LAB Project.
- f. Should GEC terminate this agreement after completion of 2.0 and 3.0 above, or decide to discontinue ownership of the LAB Project, ownership will revert back to GPRL.
- g. Notice must be given by either party by delivery to the address for that party as defined above in this Agreement.
- h. This Agreement may be subject to regulatory approval in certain jurisdictions in Canada.
- i. During the course of this agreement, GPRL agrees to provide GEC all technical information it has regarding the LAB Project, and to reasonably advise GEC in the future exploration of the LAB Project.
- j. Time is the Essence of this Agreement



On Behalf of Graphite Energy Corporation

On Behalf of Gold Port Resources Ltd.

**APPENDIX A
REGISTRATION RECORD**

To be provided
NO

1591206

Afzaal Pirzada (Intervenant numéro : 90960)

12430 - 76 Avenue
Surrey, Colombie-Britannique
Canada , V3W 2T5**Titulaire(s)**

Numéro	Nom	Pourcentage(%)
90960	Afzaal Pirzada	100

Titre(s)

Numéro	Polygone	Superficie (ha)	Période	Nb de renouv. à ce jour
CDC 2420583	31J05 X 0013 0055 0	59,3700	2016-12-29 au 2018-12-28	1
CDC 2420584	31J05 X 0014 0054 0	59,3600	2016-12-29 au 2018-12-28	1
CDC 2420585	31J05 X 0014 0055 0	59,3600	2016-12-29 au 2018-12-28	1
CDC 2420586	31J05 X 0014 0056 0	59,3600	2016-12-29 au 2018-12-28	1
CDC 2420587	31J05 X 0015 0054 1	39,9300	2016-12-29 au 2018-12-28	1
CDC 2420588	31J05 X 0015 0055 1	36,2200	2016-12-29 au 2018-12-28	1
CDC 2420589	31J05 X 0015 0056 1	36,0400	2016-12-29 au 2018-12-28	1
CDC 2420590	CB690 R 0005 0030 1	37,7000	2016-12-29 au 2018-12-28	1
CDC 2420591	CB690 R 0005 0031 1	37,7800	2016-12-29 au 2018-12-28	1

Note : CB690 = Canton BOUTHILLIER

Le titulaire de claim doit se conformer aux conditions, obligations ou restrictions qui s'appliquent, en vertu de la Loi sur les mines, à l'exercice du droit minier notamment :

En application de l'article 65 de la Loi sur les mines, lorsque le claim se trouve sur le territoire d'une municipalité locale, le titulaire doit informer cette dernière et le propriétaire du terrain privé des travaux qui seront exécutés au moins 30 jours avant le début de ces travaux.

En application de l'article 71.1 de la Loi sur les mines, au plus tard le 31 décembre de chaque année, le titulaire doit transmettre au ministre un compte rendu des travaux effectués au cours de la dernière année.

1591206

En application de l'article 72 de la Loi sur les mines, le titulaire du claim doit faire rapport au ministre, avant le soixantième jour qui précède la date de son expiration, de tous les travaux exécutés, dont ceux pour lesquels une allocation pour exploration ou une allocation pour aménagement et mise en valeur avant production peut être réclamée en vertu de la Loi sur l'impôt minier (chapitre I-0.4), quelle le soit ou non. Il peut toutefois, moyennant le versement d'un montant supplémentaire fixé par règlement, transmettre son rapport après cette date, pourvu que ce soit avant la date d'expiration du claim.

En application de l'article 232.1 de la Loi sur les mines, le titulaire du claim doit, avant le début des travaux d'exploration, visés à l'article 108 du Règlement sur les substances minérales autres que le pétrole, le gaz naturel et la saumure, obtenir l'approbation du ministre sur un plan de réaménagement et de restauration du terrain et fournir une garantie financière.

Québec, le 14 novembre 2016

Le registraire : Marlène Tondreau

APPENDIX B
LAB PROPERTY UNDERLYING AGREEMENTS

To be provided AD

PURCHASE OPTION AGREEMENT FOR THE 100% ACQUISITION OF THE LAC AUX BOULEAUX GRAPHITE PROJECT

This Agreement is dated March 20, 2015 and is between;

Geomap Exploration Inc., a private company incorporated in British Columbia, Canada, having its head office at 12430 - 76 Avenue Surrey, British Columbia, Canada , V3W 2T5, and hereinafter referred to as "GEOMAP"

And,

Nathan Rotstein, of 1403 ROYAL YORK ROAD APT. 1212 ETOBICOKE ONTARIO M9P 0A1,

Hereinafter referred to collectively as "Vendors ",

And,

Codrington Resource Corporation, of #804 - 750 W Pender Street Vancouver BC V6C 2T7, and hereinafter referred to as "CA ",

NOW THEREFORE in consideration of the terms and conditions contained herein, Vendors agree to grant to CA, the sole and exclusive option to purchase a 100% interest in the Lac Aux Bouleaux Graphite Project.

1.0 DEFINITIONS

- a. Lac Aux Bouleaux Graphite Project: a contiguous set of 14 claims as defined in Appendix A and B attached hereto, located in the Province of Quebec, and defined by granted numbers CDC 2420583 to CDC 2420591 , and pending numbers 00120054, 00120055,00130054,00130056, 00140057, as defined on Application Number 1463891 and 1466964, and hereinafter referred to as the " Project "
- b. Closing Date: the date of approval of the TSX Venture Exchange

2.0 OPTION TERMS

- a. To earn a 100% interest in the Project, CA will issue to Vendors, 1,000,000 common shares without par value within 5 business days of the Closing Date. The common shares will be issued as 500,000 to Nathan Rotstein and 500,000 to GEOMAP. One year from the closing date, and within five business days of that date, a second 1,000,000 common shares without par will be issued to Vendors, such shares issued as 500,000 to Nathan Rotstein and 500,000 issued to GEOMAP, as full and final payment.
- b. CA will pay to Vendors, \$ Cdn 30,000 within 5 business days of the Closing Date, with \$ 15,000 to Nathan Rotstein and \$ 15,000 to GEOMAP.
- c. One year from the Closing Date and within five days, CA will pay to Vendors, \$ Cdn 30,000, with \$ 15,000 to Nathan Rotstein and \$ 15,000 to GEOMAP.

- d. CA will carry out exploration and development work of \$500,000 on the Property within two years of the Closing Date.
- e. CA will grant to Vendors a 3% Net Smelter Royalty.
- f. CA or its assignee may purchase the Net Smelter Royalty in e. above at any time for \$ Cdn 1,000,000.00 per percentage point, in whole or in part, with such payment(s) split 50% to Nathan Rotstein and 50% to GEOMAP.
- g. CA will keep all claims in good standing at full expense to CA, during the currency of this Agreement.
- h. Vendors agree that upon completion of a to d above, they will use their best efforts to transfer title to the Project to CA, or an assignee of CA when requested to do so.
- i. Vendors agree to perform any and all necessary title transfer, change in title, or any regulatory filing as may be required under law to maintain the Project in good standing.
- j. This agreement may be assigned by CA to a third party, and that third party will have the rights and obligations as CA under the terms of this agreement.

3.0 REPRESENTATIONS AND WARRANTIES OF CA

- a. CA represents to Vendors that it is a public company, incorporated in the Province of British Columbia, in good standing, listed on the TSX Venture Exchange under trading symbol CA.
- b. CA represents to Vendors that its public disclosure record contains no misrepresentations.
- c. CA represents that it is not currently the subject of or party to any actions, suits or claims.
- d. CA represents to Vendors that it has the full power and authority to enter into this Agreement.
- e. CA agrees to perform all work on the Project in accordance with the laws of Canada and the Province of Quebec.
- f. CA agrees to hold Vendors harmless for any and all actions resulting from the performance of work on the Project by CA, or a contractor to CA.

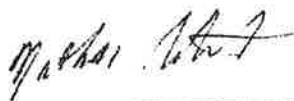
4.0 REPRESENTATIONS AND WARRANTIES OF VENDOR

- a. Vendors represent to CA that they are the sole and 100% owner of the Project, which is registered in the name of Afzaal Pirzada, as evidenced in Appendix A and B attached hereto.
- b. Vendors represents to CA that there are no suits, actions, or claims against their ownership of the Project.
- c. Vendors represent to CA that the five pending claims defined on Application 1463891 and 1466964 of Appendix B have reasonable chance of being granted to Vendors 100% by the Government of Quebec in the immediate future.
- d. Vendors know of no environmental issues pertaining to the Project.
- e. Vendors are Canadian citizens with full power and authority to enter into this Agreement.
- f. Vendor agrees to perform any and all duties in order to give full force and effect to this Agreement in the Province of Quebec.

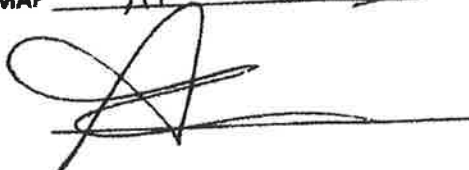


5.0 OTHER

- a. The laws governing this Agreement are the laws of Canada, in the Province of British Columbia.
- b. This agreement may be terminated by CA at any time with 30 days written notice to Vendors, and if such termination is prior to the second anniversary of the Closing Date, no further shares will be owed to Vendors.
- c. If this agreement is terminated by CA prior to the completion of payments under 2.0 OPTION TERMS (a) to (d) above, CA will be deemed to have not earned any interest in the Project.
- d. Notice must be given by either party by delivery to the address for that party as defined above in this Agreement.
- e. FORCE MAJURE: CA will not be liable to Vendor for its failure to perform its obligations under this Agreement due to a cause beyond its control including but not limited to, acts of god, flood, fire, explosion, strikes, lockouts or other Industrial disturbances, laws, rules regulations of a duly constituted court or regulatory body, non-availability of materials, equipment or labor, and demonstrations or stoppages by indigenous groups.
- f. This Agreement is subject to the approval of the TSX Venture Exchange, and other regulatory bodies as may be required.
- g. This Agreement is subject to CA completing an adequate financing prior to the payment and work commitment due in 2.0 (b, c, and d) above.
- h. Time is the Essence of this Agreement

On Behalf of Vendors  Nathan Rotstein

On behalf of GEOMAP  Afzaal Pirzada (Director)

On Behalf of CA  Adrian F.C. Hobkirk
President and C.E.O.

03/26/15

Appendix (A)

1463891

Afzaal Pirzada (Intervenant numéro : 90960)
12430 - 76 Avenue
Surrey, Colombie-Britannique
Canada, V3W 2T5

<u>Titulaire(s)</u>		Pourcentage(%)	Titulaire responsable
Numéro	Nom		
90960	Afzaal Pirzada	100	X

<u>Titre(s)</u>		Feuille(s)	Superficie (ha)	Période
Numéro	Polygone			
Note : CB890 = Canton BOUTHILLIER				

ASD AR

En application de l'article 232.1 de la Loi sur les mines, le titulaire du claim doit, avant le début des activités minières, obtenir l'approbation du ministre sur un plan de réaménagement et de restauration du terrain et fournir une garantie financière, si les travaux d'exploration sont visés à l'article 108 du Règlement sur les substances minérales autres que le pétrole, le gaz naturel et la saumure.

Québec, le 29 décembre 2014

Le registraire : Diane Drapeau

APPENDIX (A)

1463891

Afzaal Pirzada (Intervenant numéro : 90960)
12430 - 76 Avenue
Surrey, Colombie-Britannique
Canada, V3W 2T5

Titulaire(s)

Numéro	Nom	Pourcentage(%)	Titulaire responsable
90960	Afzaal Pirzada	100	X

Titre(s)

Numéro	Polygone	Feuille(s)	Superficie (ha)	Période
CDC 2420583	31J05 X 0013 0055 0	31J05	59,3700	2014-12-29 au 2016-12-28
CDC 2420584	31J05 X 0014 0054 0	31J05	59,3600	2014-12-29 au 2016-12-28
CDC 2420585	31J05 X 0014 0055 0	31J05	59,3600	2014-12-29 au 2016-12-28
CDC 2420586	31J05 X 0014 0056 0	31J05	59,3600	2014-12-29 au 2016-12-28
CDC 2420587	31J05 X 0015 0054 1	31J05	39,9300	2014-12-29 au 2016-12-28
CDC 2420588	31J05 X 0015 0055 1	31J05	36,2200	2014-12-29 au 2016-12-28
CDC 2420589	31J05 X 0015 0056 1	31J05	36,0400	2014-12-29 au 2016-12-28
CDC 2420590	CB690 R 0005 0030 1	31J05	37,7000	2014-12-29 au 2016-12-28
CDC 2420591	CB690 R 0005 0031 1	31J05	37,7800	2014-12-29 au 2016-12-28

Handwritten signature/initials.

En application de l'article 232.1 de la Loi sur les mines, le titulaire du claim doit, avant le début des activités minières, obtenir l'approbation du ministre sur un plan de réaménagement et de restauration du terrain et fournir une garantie financière, si les travaux d'exploration sont visés à l'article 108 du Règlement sur les substances minérales autres que le pétrole, le gaz naturel et la saumure.

Québec, le 29 décembre 2014

Le registraire : Diane Drapeau

Appendix B

APPLICATION NUMBER
No Requête : 1466964

Titulaire(s)

Nom / Raison sociale	Prénom	Pourcentage
Pirzada	Afzaal	100,00 %

Territoire(s) en demande

Feuillet(s)	Canton/Seigneurie	CLAIM NUMBER	R/Rg/B/P	Lot/Colonne	Section	Superficie(ha)
31305		PENDING	0012	PENDING	0054	59,3900
31306			0012		0055	59,3900

Handwritten signatures:
1. A signature that appears to be "Ahmed".
2. A stylized signature or mark.

APPENDIX (B)

APPLICATION NUMBER
No Requête : 1463891

Titulaire(s)

Nom / Raison sociale	Prénom	Pourcentage
Pirzada	Afzaal	100,00 %

Territoire(s) en demande

Feuillet(s)	Canton/Seigneurie	CLAIM NUMBER	R/Rg/B/P	Lot/Colonne	Section	Superficie(ha)
31J05	BOUTHILLIER	CDC 2420591	0005 GRANTED	0031	1	37,7800
31J05		CDC 2420586	0014 GRANTED	0056	0	59,3600
31J05		CDC 2420587	0015 "	0054	1	39,9300
31J05		CDC 2420589	0015 "	0058	1	36,0400
31J05		PENDING	0013 PENDING	0054	0	59,3700
31J05		CDC 2420585	0014 GRANTED	0055	0	59,3600
31J05	BOUTHILLIER	CDC 2420590	0005 "	0030	1	37,7000
31J05		CDC 2420583	0013 GRANTED	0055	0	59,3700
31J05		CDC 2420584	0014 GRANTED	0054	0	59,3600
31J05		PENDING	0014 PENDING	0057	0	59,3600
31J05		CDC 2420588	0015 GRANTED	0055	1	36,2200
31J05		PENDING	0013 PENDING	0058	0	59,3700

AHO

AMENDMENT AGREEMENT TO THE PURCHASE OPTION AGREEMENT FOR THE 100% ACQUISITION OF THE LAC AUX BOULEAUX GRAPHITE PROJECT

BETWEEN:

Gold Port Resources Ltd., 804 750 W Pender Street Vancouver B.C. V6C-2T7 (hereinafter GPRL)

And,

Nathan Rotstein of 1403 Royal York Road, apt 1212, Etobicoke ON M9P-0A1 (hereinafter Rotstein)

And,

GEOMAP Exploration, 12430 76 Avenue Surrey B.C. V3W-2T5 (hereinafter GEOMAP)

Whereas,

GPRL is the assignee of the Purchase Option Agreement for the 100% Acquisition of the Lac Aux Bouleaux Graphite Project (hereinafter referred to as " The Agreement "), attached hereto as Appendix 1.

GPRL requires removal of 2.0 Option Terms d. from The Agreement.

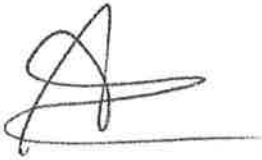
Therefore in consideration of the issuance of 200,000 common shares of GPRL to Rotstein, and 200,000 commons shares of GPRL to GEOMAP, section 2.0 Option Terms part d is removed from The Agreement.

The above shares are to be issued within five business days of the signature of this agreement, and shall be without any trading restrictions imposed by GPRL, save for those imposed by any regulatory body.

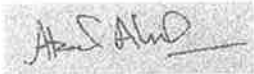
A handwritten signature in black ink, consisting of a stylized, cursive letter 'A' with a long horizontal tail extending to the right.

Signed dated: March 25, 2017

On Behalf of GPRL

A handwritten signature in black ink, consisting of a large, stylized 'A' followed by a horizontal line extending to the right.

On Behalf of GEOMAP

A handwritten signature in black ink, appearing to read 'Afzaal Pirzada', with a horizontal line underneath.

Afzaal Pirzada

On Behalf of Rotstein

A handwritten signature in black ink, appearing to read 'Nathan Rotstein', with a horizontal line underneath.

Nathan Rotstein