

PROPERTY OPTION AGREEMENT

THIS AGREEMENT made and entered into as of the 31st day of August 2020 (the “**Effective Date**”).

BETWEEN:

MARTIN DALLAIRE, residing at 162 Place Lory, Rouyn-Noranda,
Quebec J9X 7E6

Email: martin.dallaire@lino.sympatico.ca

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

OF THE FIRST PART,

- and -

EXPRESS CAPITAL CORP., a company having a head office at 1300-
1030 West Georgia Street, Vancouver BC V6E 2Y3

Email: cooper@venturefirst1.com

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

OF THE SECOND PART.

WHEREAS the Optionor holds an 80% interest in seven (7) mineral claims (the “7 Claims”) and a 100% interest in three (3) mineral claims (the “3 Claims”), the claims collectively referred to as the Golden Moon Property (the “Property”) as described in Schedule “A” hereto, and seeks to grant the Optionee an option to acquire up to an 80% undivided interest in the Property and the Optionee is interested in acquiring such interest, all on and subject to the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises, the mutual covenants herein set forth the parties hereto do hereby mutually covenant and agree as follows:

1. **Definitions**

The words, phrases and expressions defined in the preamble and below shall have the following meanings:

- (a) “**Agreement**” means this property option agreement;
- (b) “**Exploration Expenditures**” means every kind of work done in respect of the Property, incurred by the Operator and which include:

- (i) carrying out, or causing to be carried out, the work of assessment, line cutting, geophysical, geochemical and geological surveys, data compilation, report preparation, studies and mapping, assaying and metallurgical testing, drilling, designing, examining, equipping, improving, surveying, trenching, shaft-sinking, raising, crosscutting and drifting, searching for, digging, trucking, sampling, working and procuring mineral products, staking and obtaining mining claims, mining leases or other exploitation titles and keeping the same in good standing, and doing all other work usually considered to be assessment, prospecting, exploration, development, pre-production, mining or reclamation work;
 - (ii) paying wages, salaries, and benefits of individuals (including consultants and contractors) engaged in such work and in supplying food, lodging, transportation and other reasonable needs of such individuals;
 - (iii) the rental and/or cost of the cost of financing of all mining plant, milling plant, buildings, site, machinery, tools, appliances and/or equipment and other related capital items that may be erected, installed or used from time to time in connection with the Work Program(s);
 - (iv) making payments in respect of mining claims, mining leases and other exploitation titles and their renewal, taxes, rates, assessments or other charges levied by any governmental authority in respect of the Property; and
 - (v) purchasing, leasing or renting plant, buildings, machinery, tools, appliances, equipment or supplies, and installing, erecting, detaching or removing any such assets on or from the Property.
- (c) **“Force Majeure”** means an event beyond the reasonable control of the Optionee that prevents or delays it from conducting the activities contemplated by this Agreement other than the making of payments referred to in Section 4 herein and other than the ability to make timely payment of its financial obligations. Such events shall include but not be limited to acts of God, war, insurrection, pandemics, action or inaction of governmental agencies, inability to obtain any environmental, operating or other permits or approvals, authorizations or consents and inclement weather conditions. A period of Force Majeure shall commence upon written notice by the Optionee to the Optionor reasonably setting out the reasons for the Force Majeure and shall conclude upon written notice that the reasons have been remedied or have passed;
- (d) **“Option”** means the option granted by the Optionor to the Optionee to acquire up to an undivided 80% interest in the Property as more particularly set forth in Section 4 hereof;
- (e) **“Option Period”** shall mean the period commencing as of the Effective Date and until December 31, 2023 and during which the Option is in full force and effect as provided herein;
- (f) **“Permitted Encumbrances”** means any reservations, limitations, provisions and conditions expressed in original grants from the Crown including Crown Patents, the Province of Quebec or federal government or agencies thereof and any reservations and

exceptions contained in, or implied by statute; any minor encumbrance, such as easements, rights-of-way, servitudes or other similar rights in land granted to or reserved by other persons, rights-of-way for sewers, electric lines, telegraph and telephone lines, oil and natural gas pipelines and other similar purposes, or zoning or other restrictions applicable to the use of real property within the Property; encumbrances in favour of governmental authorities securing reclamation obligations of the Property; and any municipal by-laws or regulations, including First Nations rights, affecting the Property or its respective use and any other municipal land use instruments;

- (g) **“Work Program”** means, a program of work reasonably acceptable to both parties in respect of the Property, contained in a written document setting out in reasonable detail:
- (i) an outline of the Exploration Expenditures proposed to be undertaken and conducted on the Property, specifically stating the period of time during which the work contemplated by the proposed program is to be done and performed; and
 - (ii) the estimated cost of such Exploration Expenditures including a proposed budget providing for estimated monthly cash requirements in advance and giving reasonable details.

2. **Headings**

Any heading, caption or index hereto shall not be used in any way in construing or interpreting any provision hereof.

3. **Singular, Plural**

Whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning plural or feminine or body politic or corporate or vice versa, as the context so requires.

4. **Exercise of Option**

The Optionor hereby grants to the Optionee the sole exclusive right to earn a 60% interest in the 7 Claims and an 80% interest in the 3 Claims exercisable upon having spent an aggregate total of \$450,000 of Exploration Expenditures on the Property, on or before December 31, 2023, or having made cash payments in lieu thereof, and having issued an aggregate 1,500,000 Class A common shares from the Optionee, as per the table below.

The Optionee can accelerate the Exploration Expenditures and share issuances to earn the 60% interest in the 7 Claims and an 80% interest in the 3 Claims at any time and shall be entitled to make cash payments to the Optionor in lieu of the incurring the Exploration Expenditures.

Date	Exploration Expenditures	Share issuances
Within 10 days of the Effective Date	n/a	500,000 shares
Year 1 (on or before December 31, 2021)	\$205,000	500,000 shares
Year 2 (on or before December 31, 2022)	\$350,000 cumulative total	500,000 shares
Year 3 (on or before December 31, 2023)	\$450,000 cumulative total	

If the Optionee cannot purchase an additional 20% interest in 7 Claims from the two other parties collectively holding the remaining 20% interest in the 7 Claims on or before December 31, 2023, the Optionee shall have the sole exclusive right to earn an additional 20% interest in the 7 Claims (for a total interest of 80%) by incurring additional Exploration Expenditures in the amount of \$500,000 on the Property and making a cash payment of \$100,000 to the Optionor on or before December 31, 2024, in which case the “Option” shall mean an option to acquire an undivided 80% interest in the Property and “Option Period” shall mean the period commencing as of the Effective Date and until December 31, 2024.

The Optionee shall have 90 days following the end of the Option Period to send to the Optionor a notice of exercise of the Option, following which the Optionee shall be deemed to have exercised the Option and shall be entitled to the title and interest in and to the Property. Upon the exercise of the Option, a joint venture agreement shall be negotiated and entered into whereby the Optionor’s remaining 20% interest in the Property shall be converted to a non-contributory carried interest until commencement of commercial production after which, (i) the 20% interest shall become participating; and (ii) the Optionor shall pay its attributed portion of the total development and construction costs to commercial production, using 4/5ths of its 20% share of the payments derived from the joint venture.

5. **Transfer of Title**

Upon execution of the Agreement, the Optionor will deliver or cause to be delivered to the Optionee’s solicitors a duly executed transfer of the Property in favour of the Optionee (the “**Optionee Transfer**”), to be held pending the exercise of the Option, subject to the terms and conditions of this Agreement. The Optionee shall be entitled to record the Optionee Transfer with the appropriate government offices to effect transfer of the Optionee’s interest in the Property acquired from the Optionor in accordance with Section 4.

6. **Appointment of Operator**

- (a) The Optionee will be the operator on the Property (“**Operator**”) under this Agreement and will be entitled to continue to act as the Operator unless and until the Optionee resigns as Operator.

- (b) The Operator will carry out the Work Programs in a sound and professional manner, in accordance with sound mining and engineering practices and other practices customary in the Canadian mining industry, and in substantial compliance with all applicable federal, provincial, state, territorial, and municipal laws, by-laws, ordinances, rules and regulations, and this Agreement;
- (c) In carrying out its duties, the Operator will:
 - (i) complete the Work Program(s), as approved by the parties;
 - (ii) pay all Exploration Expenditures properly incurred hereunder promptly and when due;
 - (iii) keep separate records, including separate financial records, relating to all Exploration Expenditures incurred in accordance with generally accepted accounting principles, and provide Optionor with a quarterly comprehensive detailed report, with respect to Exploration Expenditures and results, within thirty (30) days of the last day of each quarter and an annual report within ninety (90) days of the end of year, maintain the Property in good standing by doing all work and/or making all payments and filing all necessary assessment reports and renewal applications on or in respect of the Property according to the *Mining Act* (Québec);
 - (iv) keep the Property free of all liens and encumbrances (other than those in effect on the Effective Date including the Permitted Encumbrances or the creation of which is permitted by this Agreement) arising out of the carrying out of the Work Programs on the Property and, in the event of any lien being filed as mentioned, proceed with diligence to contest or discharge it;
 - (v) prosecute claims or, where a defence is available, defend litigation arising out of the carrying out of Work Programs on the Property, provided that any party may join in the prosecution or defence at its own expense;
 - (vi) employ and engage employees, agents, and independent contractors that it considers necessary or advisable to carry out its duties and obligations and, in this connection, to delegate any of its powers and rights to perform its duties and obligations under this Agreement; and
 - (vii) transact, undertake, and perform all transactions, contracts, employments, purchases, operations, negotiations with third parties, and any other matters undertaken on behalf of the Optionor, in the Operator's name.
- (d) It is not intended that the party acting as Operator shall profit nor suffer a loss by virtue of acting in its capacity as Operator. The Exploration Expenditures do not contemplate a charge for services to be performed by the Operator's head office functions, and which include ordinary course administrative services, head office overhead, use of corporate infrastructure, and other general services provided by the Operator such as officers, in-house legal, accounting, human resources, insurances,

taxes, payroll, data processing and employee benefits as well as office space and supplies. These costs will not be directly recoverable, but the Operator will provide these head office functions and for that shall be entitled to charge a seven percent (7%) fee, based on the Exploration Expenditures incurred.

7. **Assignment**

During the Option Period, no party shall sell, transfer, assign, mortgage or pledge its interest in this Agreement or its right or interest in the Property without the consent of the other party, such consent not to be not unreasonably withheld, provided that any party shall be permitted to assign this Agreement to an “affiliate”, as that term is defined in *Canada Business Corporation Act*. It will be a condition of any assignment under this Agreement that such assignee shall agree in writing to be bound by the terms of this Agreement applicable to the assignor.

8. **Termination**

This Agreement shall forthwith terminate in circumstances where:

- (a) the Optionee fails to carry out the Exploration Expenditures required pursuant to Section 4 of this Agreement on or before the date set out herein provided that, in circumstances where the Optionee is prevented from carrying out any of the expenditures contemplated in Section 4 prior to the date set out therein due to Force Majeure, then the Optionee shall forthwith give the Optionor written notice of the commencement and termination of the said Force Majeure and thereafter such dates shall be deemed to have been extended by the period of time during which the Force Majeure remains in effect; or
- (b) the Optionee gives notice of termination to the Optionor which it shall be at liberty to do at any time after the execution of this Agreement. If and when the Optionee elects to terminate this Agreement, the Optionee is responsible for keeping the Property in good standing for a period of at least one year from the date on which the Optionee provides such notice of termination.

9. **Representations, Warranties and Covenants of the Optionor**

The Optionor represents, warrants and covenants to and with the Optionee as follows:

- (a) the Optionor has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement;
- (b) neither the execution and delivery of this Agreement, nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by, any agreement to which it is a party;
- (c) the execution and delivery of this Agreement and the agreements contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable or pertaining thereto;

- (d) the Agreement constitutes a legal, valid and binding obligation of the Optionor;
- (e) the Property is accurately described in Schedule "A", is in good standing under the laws of the jurisdiction in which it is located and are free and clear of any rights, liens or encumbrances other than Permitted encumbrances;
- (f) the Optionor is the sole recorded and beneficial owner of the Property, as described herein and has the authority to enter into this Agreement and all necessary authority to transfer up to an 80% interest in the Property in accordance with the terms of this Agreement; and
- (g) upon request by the Optionee, and at the sole cost of the Optionee, the Optionor shall deliver or cause to be delivered to the Optionee copies of all available maps and other documents and data in its possession respecting the Property.

10. **Representations, Warranties and Covenants of the Optionee**

The Optionee represents, warrants and covenants to and with the Optionor that:

- (a) the Optionee is a company duly organized validly existing and in good standing under the laws of the Province of British Columbia;
- (b) the Optionee has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement;
- (c) neither the execution and delivery of this Agreement, nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by, any agreement to which it is a party;
- (d) the execution and delivery of this Agreement and the agreements contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable or pertaining thereto or of its constating documents; and
- (e) this Agreement constitutes a legal, valid and binding obligation of the Optionee.

11. **Indemnity and Survival of Representations**

The representations and warranties hereinbefore set out are conditions on which the parties have relied in entering into this Agreement and shall survive the acquisition of any interest in the Property by the Optionee and each of the parties will indemnify and save the other harmless from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any representation, warranty, covenant, agreement or condition made by them and contained in this Agreement.

The Optionor agrees to indemnify and save harmless the Optionee from any liability to which it may be subject arising from any Work Program carried out by the Optionor or at its direction on

the Property. The Optionee agrees to indemnify and save harmless the Optionor from any liability to which it may be subject arising from any Work Program carried out by the Optionee or at its direction on the Property.

12. **Confidentiality**

The parties hereto agree to hold in confidence all information obtained in confidence in respect of the Property or otherwise in connection with this Agreement other than in circumstances where a party has an obligation to disclose such information in accordance with applicable securities legislation, in which case such disclosure shall only be made after consultation with the other party.

13. **Notice**

All notices, consents, demands and requests (collectively, the “**Communication**”) required or permitted to be given under this Agreement shall be in writing and may be delivered personally sent by telegram, by telex or telecopier or other electronic means or may be forwarded by first class prepaid registered mail to the parties at their addresses first above written. Any Communication delivered personally or sent by telegram, telex or telecopier or other electronic means shall be deemed to have been given and received on the second business day next following the date of sending. Any Communication mailed as aforesaid shall be deemed to have been given and received on the fifth business day following the date it is posted, addressed to the parties at their addresses first above written or to such other address or addresses as either party may from time to time specify by notice to the other; provided, however, that if there shall be a mail strike, slowdown or other labour dispute which might affect delivery of the Communication by mail, then the Communication shall be effective only if actually delivered.

14. **Default**

Notwithstanding anything in this Agreement to the contrary if any party (a “Defaulting Party”) is in default of any requirement (other than as set forth in Section 4) herein set forth the party affected by such default shall give written notice to the Defaulting Party specifying the default and the Defaulting Party shall not lose any rights under this Agreement, unless thirty (30) days after the giving of notice of default by the affected party the Defaulting Party has failed to take reasonable steps to cure the default by the appropriate performance and if the Defaulting Party fails within such period to take reasonable steps to cure any such default, the affected party shall be entitled to seek any remedy it may have on account of such default including, without limiting, termination of this Agreement.

15. **Payment**

All references to monies hereunder shall be in Canadian funds. The Optionee shall make payments for the Expenditures no later than 15 days after the receipt of invoices delivered by the Optionor which for the purposes of this Agreement shall constitute prompt and due payment.

16. **Option Only**

This is an option only and except as herein specifically provided otherwise, nothing herein contained shall be construed as obligating the Optionee to do any acts or make any payments hereunder, and any act or acts or payment or payments as shall be made hereunder shall not be construed

as obligating the Optionee to do any further act or make any further payment or payments, except for the obligation of the Optionee to make all payments owed to the Operator, for Exploration Expenditures incurred or otherwise started or for which the Operator may be liable, for and on behalf of the Optionee and forming part of the submitted Work Program

Nothing in this Agreement shall be deemed to create a partnership or joint venture between the parties.

17. **Proper Law and Arbitration**

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties hereto hereby irrevocably attorn to the jurisdiction of the Courts of British Columbia. All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, shall be referred to and finally resolved by a sole arbitrator by arbitration under the rules of *The Arbitration Act* of British Columbia.

18. **Enurement**

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement.

“Martin Dallaire”
MARTIN DALLAIRE

EXPRESS CAPITAL CORP.

Per: *“Chris Cooper”*
Authorized Signatory

SCHEDULE “A

Feuillet	Nom canton (%)	Superficie Polygone	No titre	Intérêt	Date d'expiration	Superficie (Ha)	Excédents	Travaux requis	Droits requis	Redevances
SNRC 32G16	OBALSKI (80%)	41,09	2427777	80%	2022-05-18 23:59	41,09	9794,02	1200	66,25	0%
SNRC 32G16	OBALSKI (80%)	43,62	2427778	80%	2022-05-18 23:59	43,62	9794,02	1200	66,25	0%
SNRC 32G16	OBALSKI (80%)	41,33	2427779	80%	2022-05-18 23:59	41,33	9769,14	1200	66,25	0%
SNRC 32G16	OBALSKI (80%)	41,73	2427780	80%	2022-05-18 23:59	41,73	11145,83	1200	66,25	0%
SNRC 32G16	OBALSKI (80%)	39,66	2428649	80%	2022-06-07 23:59	39,66	8914,46	1200	66,25	0%
SNRC 32G16	OBALSKI (80%)	39,53	2428650	80%	2022-06-07 23:59	39,53	9860,23	1200	66,25	0%
SNRC 32G16	OBALSKI (80%)	43	2456649	80%	2021-08-07 23:59	43,00	10388,23	1200	66,25	0%
SNRC 32G16	OBALSKI (100%)	38,96	2528174	100%	2021-11-26 23:59	38,96	0	1200	66,25	0%
SNRC 32G16	OBALSKI (100%)	20,08	2528175	100%	2021-11-26 23:59	20,08	0	500	33,75	0%
SNRC 32G16	OBALSKI (100%)	12,15	2528176	100%	2021-11-26 23:59	12,15	0	500	33,75	0%
		361,15	7+3			361,15	69 665,93 \$			



