

CLAIMS PURCHASE AGREEMENT

THIS AGREEMENT is dated effective July 1, 2017

AMONG:

DAVIN SADERHOLM, the registered owner of the Property (as defined below)

(the "**Trustee**")

AND:

ERIC SADERHOLM, PATRICIA SADERHOLM, WARWICK SMITH AND TARIN SMITH

(collectively, the "**Vendors**")

AND:

AMERICAN PACIFIC MINING CORP., incorporated under the laws of British Columbia, having an office at 830 - 355 Burrard Street, Vancouver, British Columbia, Canada V6C 2G8;

(the "**Purchaser**")

WHEREAS:

(A) The Vendors are the sole beneficial owners of the claim groups known as the "*South Lida Property*" and described in Schedule A hereto (the "**Property**");

(B) Davin Saderholm is the registered owner of the Property pursuant to a declaration of trust;

(C) The Purchaser is intending to seek a listing (the "**Listing**") of its common shares on the Canadian Securities Exchange (CSE) in connection with a planned initial public offering;

(D) The Vendors wish to sell its undivided 100% of all of its right, title and interest in and to the Property to the Purchaser and the Purchaser wishes to acquire such interest pursuant to the terms and conditions hereinafter set out;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

Interpretation and Definitions

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

- (a) "**Effective Date**" means the date first written above; and

(b) **"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 law or any permit issued under any such environmental law, including, without limitation:

(i) any and all claims by governmental or regulatory authorities for enforcement, clean-up, removal, response, remedial or other actions or damages pursuant to 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 thereof, or arising from alleged injury or threat of injury to human health or safety (arising from environmental matters) or the environment; and

(c) **"Listing Date"** means the date the Purchaser commences trading on the CSE.

Representations and Warranties of Both Parties

2. Each party represents and warrants to the other party that:

(a) if it is a corporate party, it is a company duly incorporated, validly subsisting and in good standing with respect to filing of annual reports under the laws of the jurisdiction of its incorporation;

(b) it has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to in or contemplated by this Agreement and to carry out and perform all of its obligations and duties hereunder; and

(c) it has full power and authority for the execution, delivery and performance of this Agreement and the execution, delivery and performance of this Agreement and the consummation of the transactions herein contemplated will not conflict with, or accelerate the performance required by 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, lien or charge under any indenture, agreement or other instrument whatsoever to which they are a party or by which they are bound or to which they may be subject and will not contravene any applicable laws.

Vendor's Representations and Warranties

3. The Vendors represent and warrant to the Purchaser that:

(a) they are the sole beneficial owners of an undivided 100% interest in and to the Property and each have an equal interest;

(b) they are now, and will also thereafter at the time of legal transfer of interests in the Claims, the beneficial owners of the Claims as described herein, free and clear of all liens, charges and claims of others and no taxes, royalties, lease payments or operator payments or like amounts are due in respect of any of the Claims and the Claims have been duly and validly located and recorded pursuant to the applicable mining laws of the United States of America as required under the 1872 Mining Law and such other legislation applicable to the Claims in the State of Nevada.

- (c) the mineral claims comprising the Property have been duly and validly located and recorded, are accurately described in Schedule A and are valid and subsisting mineral claims as at the date of this Agreement;
- (d) the Property is in good standing under all applicable laws and regulations, all assessment work required to be performed and filed has been performed and filed, all taxes and other payments have been paid and all filings have been made;
- (e) the Property is free and clear of any encumbrances, liens or charges and none the Vendors nor, to the best of the Vendors' knowledge, any of their predecessors in interest or title, have done anything whereby the Property may be encumbered;
- (f) they have the right to enter into this Agreement and to deal with the Property in accordance with the terms of this Agreement, there are no disputes over the title and there is no claim or challenge against or to the ownership of or title to any of the mineral claims comprising the Property, nor to the best of their knowledge is there any basis therefor and there are no outstanding agreements or options to acquire or purchase the Property or any portion thereof, and no person has any royalty or other interest whatsoever in production from any of the mineral claims comprising the Property; and
- (g) there are no Environmental Claims and the Vendors have not received any notice of, and is not aware of circumstances or state of facts that may give rise to, any Environmental Claims relating to in any way or with respect to the Property.

Purchaser's Representations and Warranties

- 4. The Purchaser represents and warrants to the Vendors that:
 - (a) the Property Shares will, at the time of delivery to the Vendors, be duly authorized and validly allotted and issued as fully paid and non-assessable free of any liens, charges or encumbrances; and
 - (b) on the date of receipt by the Vendors of the certificate or certificates representing the Property Shares, every consent, approval, authorization, order or agreement of an exchange or regulatory body having jurisdiction over the Purchaser, if any, that is required for the issuance of the Property Shares and the delivery to the Vendors of such certificate or certificates to be valid will have been obtained and will be in effect.

Survival of Representations and Warranties

- 5. The representations and warranties in this Agreement shall survive the closing of this transaction and shall apply to all assignments, conveyances, transfers and documents delivered in connection with this Agreement and there shall not be any merger of any representations and warranties in such assignments, conveyances, transfers or documents notwithstanding any rule of law, equity or statute to the contrary and all such rules are hereby waived. The Vendors shall have the right to waive any representation and warranty made by the Purchaser in the Vendor's favour without prejudice to any of its recourses with respect to any other breach by the Purchaser and the Purchaser shall have the same right with respect to any of the Vendor's representations in the Purchaser's favour.

Purchase and Sale

6. The Vendors hereby sell and assign and the Purchaser hereby purchases an undivided 100% interest of all of the Vendors' right, title and interest in and to the Property. In consideration for the sale to it of the 100% right, title and interest in and to the Property, the Purchaser will issue to the Vendors, pro rata based on an equal share to each Vendor, a total of 3,000,000 common shares (the "**Property Shares**") in the capital of the Purchaser as follows:

- (a) 500,000 Property Shares on the Effective Date;
- (b) an additional 500,000 Property Shares on the Listing Date; and
- (c) an additional 1,000,000 Property Shares on the earlier of (i) six months after the Listing Date and (ii) the date the Property is sold or otherwise transferred as part of a transaction for value approved by the Board of the Purchaser;
- (d) an additional 1,000,000 Property Shares on the earlier of (i) the one year anniversary after the Listing Date and (ii) the date the Property is sold or otherwise transferred as part of a transaction for value approved by the Board of the Purchaser.

Right to Terminate

7. In the event that the Listing Date has not occurred by December 31, 2018, either party may terminate this Agreement by providing written notice to the other party. If a party elects to terminate this Agreement in accordance with this section, the Purchaser will transfer its 100% right, title and interest in and to the Property in exchange for the Property Shares issued to the Vendors pursuant to section 6.

Right to Transfer on Abandonment

8. In the event that the Purchaser elects to abandon its interest in the Property prior to the issuance of all of the Property Shares, the Purchaser shall give at least 30 days prior written notice (the "**Abandonment Notice**") to the Vendor, in which case the obligation of the Purchaser to issue any additional Property Shares not yet issued shall cease as of the date such notice is given.

9. Until the date (the "**Expiry Date**") which is the earlier of 30 days after the delivery to the Vendors of an Abandonment Notice and the date all of the Property Shares have been issued to the Vendor, the Purchaser shall:

- (a) keep the Property free and clear of all liens and encumbrances arising from its operations on the Property (except liens contested in good faith); and
- (b) keep the Property in good standing by the doing and filing, or payment in lieu thereof, of all necessary assessment work and payment of all taxes required to be paid.

10. For the purposes of section 8, the parties agree that the phrase "*abandon its interest in the Property*" shall exclude an election by the Purchase to not renew up to 50% of the claims making-up the Property in any given year, provided that the Purchaser shall give at least 30 days prior written notice (the "**Non-Renewal Notice**") to the Vendors of its intention to not renew any such claims that would expire prior to the Expiry Date.

11. Upon the giving of an Abandonment Notice or Non-Renewal Notice, as the case may be, the Vendors may give written notice to the Purchaser within 30 days of date of such Abandonment Notice or Non-Renewal Notice, as the case may be, requesting the transfer of title to the applicable claims to the Vendor, in which case the Purchaser will transfer its entire right, title and interest in and to the applicable claims in consideration of the sum of \$1 plus re-imbursement for the direct costs associated with such transfer.

U.S. Subsidiary and Recording Agreement

12. The Purchaser shall incorporate a wholly owned subsidiary (“**U.S. Subsidiary**”) and it is the intent of the Purchase to assign its interest in the Property and this Agreement to the U.S. Subsidiary. The Vendors agrees to consent to the assignment and that the form of assignment shall be substantially in the form attached hereto as Schedule B.

13. The Purchaser and its U.S. Subsidiary shall be entitled to record this Agreement or a memorandum in respect of this Agreement against the title to the Property.

14. On or before the Listing Date, the Vendors shall execute or cause to be executed a Bill of Sale or such other documents as the Purchaser may reasonable require transferring a 100% interest of all its right, title and interest in and to the Property to the Purchaser which the Purchaser shall be at liberty to record forthwith. The parties shall execute all further documents or assurances as may be required to carry out the full intent of this Agreement.

Notice

15. Each notice, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered, telecopied or emailed to such party at the address (mail, facsimile or email as -- and only as -- provided pursuant to the terms of this Agreement) for such party specified above. The date of receipt of such notice, demand or other communication shall be the date of delivery thereof if delivered or, if given by telecopier or emailed, shall be deemed conclusively to be the next business day. Either party may at any time and from time to time notify the other party in writing of a change of address and the new address to which notice shall be given to it thereafter until further change.

Payment

16. All references to monies hereunder will be in Canadian funds. All payments to be made to any party hereunder may be made by cheque mailed or delivered to such party to its address for notice purposes as provided herein, or for the account of such party at such bank in Canada as such party may designate from time to time by written notice. Such bank will be deemed the agent of the designating party for the purpose of receiving, collecting and receipting such payment.

Regulatory Approval

17. This Agreement shall be subject to the approval of all regulatory authorities having jurisdiction.

Entire Agreement

18. This Agreement constitutes the entire agreement between the parties and replaces and supercedes all agreements, memoranda, correspondence, communications, negotiations and

representations, whether verbal or express or implied, statutory or otherwise, between the parties with respect to the subject matter herein.

Gender

19. Wherever the singular or neuter are used herein the same shall be deemed to include the plural, feminine or masculine.

Enurement

20. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Agreement is assignable only upon the consent in writing of the other party.

Counterparts

21. This Agreement may be executed in any number of counterparts with the same effect as if all parties to this Agreement had signed the same document and all counterparts will be construed together and will constitute one and the same instrument and any facsimile signature shall be taken as an original.

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

AMERICAN PACIFIC MINING CORP.

Per: "Warwick Smith" (signed)
Authorized Signatory

"Warwick Smith" (signed)
WARWICK SMITH

"Tarin Smith" (signed)
TARIN SMITH

"Eric Saderholm" (signed)
ERIC SADERHOLM

"Patricia Saderholm" (signed)
PATRICIA SADERHOLM

"Darin Saderholm" (signed)
DARIN SADERHOLM

SCHEDULE A

THE SOUTH LIDA PROPERTY CLAIMS

See attached.

SCHEDULE B

ASSIGNMENT AGREEMENT

THIS AGREEMENT MADE EFFECTIVE AND EXECUTED AS OF THE 15th DAY OF JANUARY, 2018 (the "Effective Date").

BETWEEN:

ERIC SADERHOLM, PATRICIA SADERHOLM, WARWICK SMITH AND TARIN SMITH

(collectively, the "**Vendors**")

AND:

AMERICAN PACIFIC MINING CORP., incorporated under the laws of British Columbia;

(the "**Purchaser**")

AND:

AMERICAN PACIFIC MINING (US) CORP. or such other name of the subsidiary to be incorporated

(the "**Subsidiary**")

WHEREAS:

A. Vendors and Purchaser entered into a Purchase Agreement (the "Purchase Agreement") dated July 1, 2017;

B. Purchaser wishes to assign all of its right, title and interest in the Purchase Agreement to Subsidiary, and Subsidiary wishes to take an assignment of such interest in the Purchase Agreement from Purchaser;

C. The parties have entered into this Agreement to provide for the foregoing;
NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained, the parties hereto do covenant and agree each with the other as follows:

1. **Representations And Warranties**

1.1 Each party represents and warrants to the others that such party

- (a) has the corporate power and authority and the legal right to enter into this Agreement and to perform its obligations hereunder;
- (b) has taken all necessary corporate action on its part to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder; and
- (c) this Agreement has been duly executed and delivered on behalf of such party, and constitutes a legal, valid, binding obligation, enforceable against such party in accordance with its terms.

2. **Assignment**

2.1 Save and except as provided for in paragraph 2.3 below, Purchaser hereby assigns, transfers and sets over (the "Assignment") all of its rights and obligations arising out of the Purchase Agreement to Subsidiary, and Subsidiary hereby accepts the Assignment of such rights and agrees to assume such obligations.

2.2 Save and except as provided for in paragraph 2.3 below, Vendors hereby consents to the Assignment and remises, releases and forever discharges Purchaser from its obligations under the Purchase Agreement.

2.3 Notwithstanding any other provision of this Agreement, the Assignment does not apply to the obligations of Purchaser to issue Compensation Shares provided for in paragraph 6 of the Purchase Agreement.

3. **General**

3.1 Time and each of the terms and conditions of this Agreement shall be of the essence of this Agreement.

3.2 This Agreement constitutes the entire agreement between the parties hereto in respect of the matters referred to herein.

3.3 No amendment or interpretation of this Agreement shall be binding upon the parties hereto unless such amendment or interpretation is in written form executed by all of the parties to this Agreement.

3.4 This Agreement may not be assigned by any party hereto without the prior written consent of all of the parties hereto.

3.5 This Agreement shall be governed by the laws of British Columbia and the federal laws of Canada applicable therein, and the parties hereby attorn to the jurisdiction of the Courts of British Columbia.

3.6 This Agreement may be signed by fax and in counterpart.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals effective as of the Effective Date first above written.