

PROPERTY PURCHASE AGREEMENT

THIS AGREEMENT dated as of the 12th day of July, 2017.

BETWEEN:

CURELLIE LLC, of
P.O. Box 2021
Elko, Nevada 89803
(hereinafter called the "Vendor")

AND:

SCOTCH CREEK VENTURES INC., of
1058-555 Burrard Street
Vancouver BC V7X 1M8
(hereinafter called the "Purchaser")

WHEREAS:

- A. The Vendor is the beneficial owner of the property described in Exhibit "A" hereto (the "Property"); and

- B. The Vendor wishes to sell an undivided 100% 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:

VENDOR'S REPRESENTATIONS AND WARRANTIES

1. The Vendor represents and warrants to the Purchaser that:
 - (a) It is the sole beneficial owner of an undivided 100% interest in and to the Property;
 - (b) The claims comprising the Property have been, to the best of the information and belief of the Vendor, properly located and staked and recorded in compliance with the laws of the jurisdiction in which they are situate, are accurately described in Schedule "A" and are valid and subsisting mineral claims as at the date of this Agreement;
 - (c) 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;
 - (d) The Property is free and clear of any encumbrances, liens or charges and neither the Vendor nor, to the best of the Vendor's knowledge, any of its predecessors in interest or title, have done anything whereby the Property may be encumbered;
 - (e) It has 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 to the Property, and no other party has any interest in the Property or the production therefrom or any right to acquire any such interest; and
 - (f) It is a company duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, amalgamation or continuation and it has duly obtained all corporate authorizations for the execution of this Agreement and for the performance of this Agreement by it, and the consummation of the transactions herein contemplated will not conflict with 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 under the provisions of the Articles or the constating documents of the Vendor or any shareholders' or directors' resolution,

indenture, agreement or other instrument whatsoever to which the Vendor is a party or by which it is bound or to which it or the Property may be subject.

PURCHASER'S REPRESENTATIONS AND WARRANTIES

2. The Purchaser represents and warrants to the Vendor that:
 - (a) it has been duly incorporated, amalgamated or continued and validly exists as a corporation in good standing under the laws of its jurisdiction of incorporation, amalgamation or continuation;
 - (b) it is lawfully authorized to beneficially own mineral claims and real property under the laws of the jurisdiction in which the Property is situate; and
 - (c) it has duly obtained all corporate authorizations for the execution of this Agreement and for the performance of this Agreement by it, and the consummation of the transactions herein contemplated will not conflict with 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 under the provisions of the Articles or the constating documents of the Purchaser or any shareholders' or directors' resolution, indenture, agreement or other instrument whatsoever to which the Purchaser is a party or by which it is bound or to which it or the Property may be subject.

SURVIVAL OF REPRESENTATIONS AND WARRANTIES

3. 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 Vendor 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 rights 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

4. The Vendor hereby sells and assigns and the Purchaser hereby purchases an undivided 100% interest in and to the Property for the sum of \$17,000 payable on execution of this agreement. Upon receipt of Payment, the Vendor shall hold the property in trust in favour of the Purchaser, until such time as the Property is officially registered in the name of the Purchaser or other entity designated by the Purchaser.

ROYALTY

5. Upon the Commencement of Commercial Production, the Purchaser shall pay to the Vendor the Royalty, being equal to 3% of Net Smelter Returns, on the terms and conditions as set out in this paragraph and in Exhibit "B".

6. Instalments of the Royalty payable shall be paid by the Purchaser to the Vendor immediately upon the receipt by the Purchaser 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 Property or any claims within a one mile area of interest (identified in Exhibit A) beneficially owned by the Purchaser.

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 Purchaser relating to operations on the Property and the statement of operations, which shall include the statement of calculation of Royalty for the year last completed, shall be audited by the auditors of the Purchaser at its expense. The Vendor 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.

8. If such audited financial statements disclose any overpayment of Royalty by the Purchaser during the fiscal year, the amount of the overpayment shall be deducted from future instalments of Royalty payable.

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

10. The Purchaser agrees to maintain for each mining operation on the Property, up-to-date and complete records relating to the production and sale of minerals, ore, bullion and other product from the Property, including accounts, records, statements and returns relating to treatment and smelting arrangements of such product, and the Vendor or its 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 Royalty payments to be made by the Purchaser to the Vendor pursuant hereto. The Vendor shall have the right to have such accounts audited by independent auditors at its own expense once each fiscal year.

11. at any time the Purchaser may reduce the royalty to the following:

(a) to 1% by paying \$1,000,000 to the Royalty Holder; and

(b) to 2% by paying \$500,000 to the Royalty Holder.

OFFER TO RETURN

12. Subject to the receipt of a request for offer from the Vendor, if Purchaser anticipates that it will allow one or more of the mineral claims to expire, the Purchaser shall offer those claims back to the Vendor. The Vendor must provide Purchaser with a request for offer no earlier than 60 days and no later than 30 days before the date of claim expiry.

FURTHER ASSURANCES

13. Once the Purchaser has made a determination with respect to registering the Property, the Vendor shall execute or cause to be executed such documents as the Purchaser may reasonable require transferring a 100% interest in and to the Property to the Purchaser or the Purchaser's designated entity. 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, telegraphed or telecopied to such party at the address 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 telegraphed or, if given by telecopier, 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.

ENGLISH LANGUAGE

17. The parties have requested that this Agreement and any other contracts, documents or notices relating hereto be drafted in English.

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.

INDEPENDENT LEGAL ADVICE

19. The Vendor acknowledges and agrees that O'Neill Law Corporation is preparing this Agreement for the Purchaser only and that it has been advised to seek independent legal counsel with respect to the matters contained in this Agreement.

ENUREMENT

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

COUNTERPART EXECUTION

21. This Agreement may be executed in one or more counterparts, each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement.

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

SCOTCH CREEK VENTURES CORP.
by its authorized signatory:

Name:
Title:

CURELLIE LLC
by its authorized signatory:

Name:
Title:

Exhibit A
Cupz Claims
Esmeralda County Nevada

<u>Claim Name</u>	<u>Claimant</u>	<u>Date Locat</u>	<u>Date Filed</u>	<u>NMC No</u>	<u>Co Doc No</u>	<u>Comment</u>
Cupz-1	Curellie LLC	25-Apr-17	July 5, 2017	1146758	208587	Unpatented Lode Claims
Cupz-2	Curellie LLC	25-Apr-17	July 5, 2017	1146759	208588	Unpatented Lode Claims
Cupz-3	Curellie LLC	25-Apr-17	July 5, 2017	1146760	208589	Unpatented Lode Claims
Cupz-4	Curellie LLC	25-Apr-17	July 5, 2017	1146761	208590	Unpatented Lode Claims
Cupz-5	Curellie LLC	25-Apr-17	July 5, 2017	1146762	208591	Unpatented Lode Claims
Cupz-6	Curellie LLC	25-Apr-17	July 5, 2017	1146763	208592	Unpatented Lode Claims
Cupz-7	Curellie LLC	25-Apr-17	July 5, 2017	1146764	208593	Unpatented Lode Claims
Cupz-8	Curellie LLC	25-Apr-17	July 5, 2017	1146765	208594	Unpatented Lode Claims
Cupz-9	Curellie LLC	24-Apr-17	July 5, 2017	1146766	208595	Unpatented Lode Claims
Cupz-10	Curellie LLC	24-Apr-17	July 5, 2017	1146767	208596	Unpatented Lode Claims
Cupz-11	Curellie LLC	24-Apr-17	July 5, 2017	1146768	208597	Unpatented Lode Claims
Cupz-12	Curellie LLC	24-Apr-17	July 5, 2017	1146769	208598	Unpatented Lode Claims
Cupz-13	Curellie LLC	24-Apr-17	July 5, 2017	1146770	208599	Unpatented Lode Claims
Cupz-14	Curellie LLC	24-Apr-17	July 5, 2017	1146771	208600	Unpatented Lode Claims

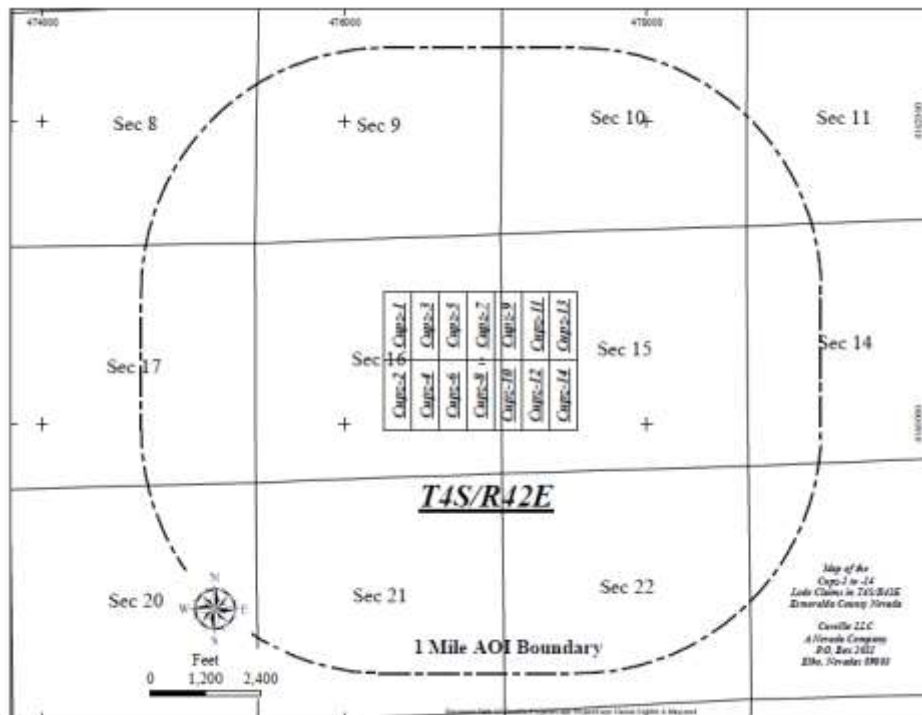


Exhibit "B"

NET SMELTER RETURNS

1. For the purposes of this Agreement "Net Smelter Returns" shall mean the actual proceeds received from any mint, smelter or other purchaser for the sale of bullion, concentrates or ores produced from the Property and sold, after deducting from such proceeds the following charges to the extent that they are not deducted by the purchaser in computing payment:

- (a) in the case of the sale of bullion, refining charges only;
- (b) in the case of the sale of concentrates, smelting and refining charges, penalties and the cost of transportation of such concentrates from the Property to any smelter or other purchaser; and
- (c) in the case of ores shipped to a purchaser, refining charges for bullion and charges for smelting, refining and the cost of transportation from the mill to any smelter or other purchaser for concentrates.

2. For the purposes of this Agreement "Commencement of Commercial Production" shall mean:

- (a) if a mill is located on the 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 Property at 60% of its rated concentrating capacity; or
- (b) if a mill is not located on the Property, the last day of a period of 30 consecutive days during which ore has been shipped from the 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 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;

2. The Purchaser shall have the right to commingle with ore from the Property, ore produced from other properties owned or controlled by the Purchaser, provided the Purchaser shall adopt and employ reasonable practices and procedures for weighing, sampling and assaying in order to determine the amounts of products derived from, or attributable to, ore mined and produced from the Property. The Purchaser shall maintain accurate records of the results of such sampling, weighing and assaying with respect to any ore mined and produced from the Property. The Vendor or its authorized agent shall be permitted the right to examine at all reasonable times such records pertaining to commingling of ores or to the calculations of Net Smelter Returns.