

**MINERAL PROPERTY PURCHASE AGREEMENT**

THIS AGREEMENT made as of the 28th day of March, 2018

**BETWEEN:**

**RONALD GORDON SHENTON** (“Shenton”), of  
13088 Marine Drive  
Surrey, British Columbia  
V4A 1E4, for the benefit of 475175 B.C. Ltd. (“475175”)  
  
(collectively the “Vendor”)

**OF THE FIRST PART**

**AND:**

**PROJECT ONE RESOURCES LTD.**, a company duly incorporated under the laws of the Province of British Columbia, having a registered office at 1710-1177 West Hastings Street, Vancouver, British Columbia, V6E 2L3  
  
(the “Purchaser”)

**OF THE SECOND PART**

**WHEREAS:**

A. Shenton is the recorded owner and 475175 is the beneficial owner of 100% of the right, title and interest in and to mining claims comprising the Christa-Aura Claim Group consisting of four (4) map staked mineral claims comprising 1,950.5059 hectares, located in the New Westminster Mining Division, south western, British Columbia, more particularly described in Schedule “A” attached hereto and forming part hereof and hereinafter referred as the “Property”;

B. Shenton wishes to sell for the benefit of 475175 all of his right, title and interest in and to the Property, and the Purchaser hereby 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 the mutual promises, covenants and agreements herein contained, the parties hereto agree as follows:

**1. INTERPRETATION**

1.1 In this Agreement and Schedules attached to this Agreement the following terms shall have the following meanings:

- (a) “Business Day” means any calendar day other than a Saturday or Sunday or any statutory holiday or civic holiday in the Province of British Columbia;
- (b) “Closing” means the completion on the Closing Date of the transactions contemplated in this agreement;
- (c) “Closing Date” means March 28, 2018;

- (d) “Closing Document” means any document delivered at the Closing;
- (e) “Effective Date” means the date that all parties have signed this Agreement;
- (f) “Exchange” means the Canadian Securities Exchange;
- (g) “Parties” means the parties to this Agreement collectively and “Party” means any one of them;
- (h) “Property” means those mineral claims listed in Schedule “A” of this Agreement;
- (i) “Records and Data” means all books, contracts, documents, technical information and data, maps, survey, drill core samples and assays related to the Property in the possession or control of the Vendor and includes the benefit and credit of all exploration and development expenditures credited to the Property to date;
- (j) “Shares” means common shares without par value in the capital stock of the Purchaser, as constituted on the Closing Date, to be allotted and issued to the Vendor.

## **2. REPRESENTATIONS AND WARRANTIES**

2.1 The Purchaser represents and warrants to the Vendor hereto that:

- (a) it is a body corporate duly incorporated, organized and validly subsisting under the laws of its incorporating jurisdiction;
- (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 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 will conflict with, result in the breach of or accelerate the performance required by any agreement to which it is a party; and
- (d) the execution and delivery of this Agreement and the agreements contemplated hereby will not violate or result in the breach of laws of any jurisdiction applicable or pertaining thereto or of its constating documents.

2.2 The Vendor represents to the Purchaser that:

- (a) the mineral claims comprising the Property have been duly and validly recorded, are accurately described in Schedule “A”, are presently in good standing under the laws of the jurisdiction in which they are located and , except as set forth herein, are free and clear of all liens, charges and encumbrances;
- (b) Shenton is the recorded owner and 475175 is the beneficial owner of a 100% interest in and to the Property and has the exclusive right to enter into this Agreement and all necessary authority to dispose of an undivided 100% interest in and to the Property in accordance with the terms of this Agreement;
- (c) no person, firm or corporation has any proprietary or possessory interest in the Property other than the Vendor and no person is entitled to any royalty or other payment in the

nature of rent or royalty on any minerals, ores, metals or concentrates or any other such products removed from the Property;

- (d) there are no actions, suits, investigations or proceedings before any court, arbitrator, administrative agency or other tribunal or government authority, whether current, pending or threatened, which directly or indirectly relate to or affect the Property or the interests of the Vendor therein nor is the Vendor aware of any acts which would lead it to suspect that the same might be initiated or threatened;
- (e) there are no outstanding agreements or options to purchase or otherwise acquire the Property or any portion thereof or any interest therein;
- (f) to the best of the knowledge, information and belief of the Vendor, there are no obligations or commitments for reclamation, closure or other environmental corrective, clean-up or remediation action directly or indirectly relating to the Property;
- (g) the Vendor is not, nor will be on the Closing Date a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).

2.3 The representations and warranties hereinbefore set out are conditions on which the parties have relied in entering into this Agreement and will survive the acquisition of any interest in the Property by the Purchaser and each party will indemnify and save the other party 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 the other party and contained in this Agreement.

### **3. PURCHASE AND SALE**

3.1 The Vendor shall and hereby covenants to sell, transfer and assign to the Purchaser on the Closing Date all of his right, title and interest in and to the Property for the consideration of \$23,507.77 (CDN) which shall be paid and satisfied by the issuance of 2,350,777 Shares at a price of \$0.01 per share in the capital stock of the Purchaser.

3.2 The Vendor acknowledges that the Purchaser is intending to undertake a public offering of its shares and as a result, the Shares to be issued to the Vendor may be subject to pooling, escrow or resale restrictions imposed by the Exchange or other securities regulatory authorities having jurisdiction over the affairs of the Purchaser, in which case the Vendor agrees to abide and be bound by any such pooling, escrow or resale restrictions.

3.3 The Vendor hereby directs that upon the Closing the Shares be issued in 475175's name at the Vendor's address provided below, and that the Purchaser is authorized to issue certificates representing the Shares and hold the certificates at its registered office, or, in the discretion of the Directors of the Purchaser, to wait until a distribution to the public of its shares is completed and then to direct delivery of such certificates to the Vendor, or as provided in any pooling or escrow agreements to which the Vendor may become subject.

### **4. CLOSING**

4.1 The closing of the purchase and sale contemplated in this Agreement shall take place at the offices of Tupper Jonsson & Yeadon, at Suite 1710-1177 West Hastings Street, Vancouver, British Columbia, at 10:00 a.m. on the Closing Date.

## **5. DELIVERIES AT CLOSING**

5.1 At or before the Closing, the Vendor shall deliver confirmation of the registration of the claims comprising the Property in the name of the Purchaser.

5.2 At or before the Closing, the Purchaser shall deliver to the Vendor a share certificate representing 2,350,777 shares of the Purchaser registered in the name of 475175 B.C. Ltd. which the Vendor directs the Purchaser to hold in accordance with the provisions of paragraph 3.3 hereof.

## **6. COVENANTS OF THE VENDOR**

6.1 The Vendor covenants with the Purchaser that:

- (a) it will make available to the Purchaser and its representatives all Records and Data in its possession relating to the Property, and permit the Purchaser and its representatives at its own expense to take abstracts therefrom and make copies thereof; and
- (b) it will promptly provide the Purchaser with any and all notices and correspondence from government agencies in respect of the Property.

## **7. FURTHER ASSURANCES**

7.1 The parties hereto agree that they and each of them will execute all documents and do all acts and things within their respective powers to carry out and implement the provisions or intent of this Agreement.

## **8. NOTICE**

8.1 All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given if sent by personal delivery, emailed or faxed with electronic confirmation of delivery, internationally-recognized express courier or registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other address for a party as will be specified by like notice):

- (a) If to the Vendor:

13088 Marine Drive  
Surrey, British Columbia  
V4A 1E4  
Attention: Ronald Gordon Shenton  
Email: rshenton@shaw.ca

- (b) If to the Purchaser:

Project One Resources Ltd.  
c/o 1710-1177 West Hastings Street  
Vancouver, B.C.  
V6E 2L3  
Attention: Brian Roberts  
Email: brianr@dccnet.com

8.2 Any notice, direction or other instrument aforesaid will, if delivered, be deemed to have been given and received on the day it was delivered, and mailed, be deemed to have been given and received on the tenth business day following the day of mailing, except in the event of disruption of the postal services in which event notice will be deemed to be received only when actually received.

8.3 Any party may at any time give to the other notice in writing of any change of address of the party giving such notice and from and after the giving of such notice, the address or addresses therein specified will be deemed to be the address of such party for the purpose of giving notice hereunder.

## **9. HEADINGS**

9.1 The headings to the respective sections herein will not be deemed part of this Agreement but will be regarded as having been used for convenience only.

## **10. COUNTERPARTS AND FACSIMILE EXECUTION**

10.1 This Agreement may be executed in counterparts. Each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement.

10.2 An executed copy of this Agreement may be delivered by any Party by Facsimile Transmission. In such event, such Party shall forthwith deliver to the other Parties copies of this Agreement executed by such Party.

## **11. ENUREMENT**

11.1 This Agreement will ensure to the benefits of and be binding upon the parties hereto and their respective successors and permitted assigns.

## **12. TERMS**

12.1 The terms and provisions of this Agreement shall be interpreted in accordance with the laws of British Columbia.

## **13. ENTIRE AGREEMENT**

13.1 This Agreement together with the Closing Documents constitutes the entire agreement between the parties and replaces and supersedes all prior agreements, memoranda, correspondences, communications, negotiations and representations, whether verbal or written, express or implied, statutory or otherwise between the parties with respect to the subject matter herein.

## **14. TIME OF ESSENCE**


14.1 Time will be of the essence of this Agreement.

**15. ENFORCEMENT OF AGREEMENT**

15.1 The covenants, promises, terms and conditions contained herein will be binding upon the parties jointly and severally and may be enforced by each as against each other inter se.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year first written above.

SIGNED, SEALED AND DELIVERED by the )  
Vendor in the presence of: )

\_\_\_\_\_  
Signature  )

**LEE S. TUPPER** )

BARRISTER & SOLICITOR )  
Print Name )

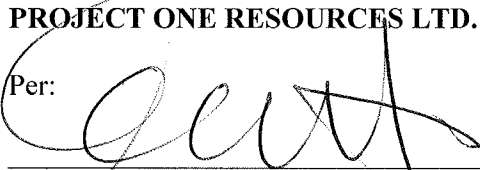
PHONE: (604) 683-9262 )  
**1710 - 1177 WEST HASTINGS STREET** )

**VANCOUVER, B.C.** )  
Address **V6E 2L3** )

\_\_\_\_\_  
Occupation )

\_\_\_\_\_  
  
**RONALD GORDON SHENTON**

**PROJECT ONE RESOURCES LTD.**

Per:   
\_\_\_\_\_  
Authorized Signatory

**SCHEDULE "A"**

<b>Tenure Number</b>	<b>Owner</b>	<b>FMC Number</b>	<b>Good to Date</b>	<b>Area (ha)</b>
841690	Ronald Gordon Shenton	249381	Dec. 30, 2018	104.8767
841693	Ronald Gordon Shenton	249381	Dec. 30, 2018	104.8657
841698	Ronald Gordon Shenton	249381	Dec. 30, 2018	104.8932
1058608	Ronald Gordon Shenton	249381	Feb. 13, 2019	1635.8703