MINERAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is dated as of the 28th day of November, 2021.

BETWEEN: **FIDDLEHEAD MINING CORP.**
58 Rue du Moulin, Nigadoo, N.B. E8K 3R8

(the "**Vendor**")

AND: **STEVENS GOLD NEVADA INC.**
of 350 - 1650 West 2nd Avenue, Vancouver, B.C. V6J 1H4

(the "**Purchaser**")

WHEREAS:

A. The Vendor is the legal and beneficial owner of 100% of the rights, title and interest to and in the mineral claims known as Canoe Landing Lake West, as described in Schedule "A" hereto ("**Canoe**") and the mineral claims known as Nine Mile Brook ("**Nine Mile**"), as described in Schedule "A" to the Option Agreement attached as Schedule "B" hereto ("**Option Agreement**");

B. The Purchaser wishes to purchase from the Vendor, and the Vendor wishes to sell to the Purchaser the following:

(i) all of the Vendor's right, title and interest in and to Canoe;

(ii) 50% of the Vendor's right, title and interest in and to Nine Mile; and,

(iii) a mineral property option to acquire the remaining 50% of the Vendor's right, title and interest in Nine Mile

on the terms and conditions herein set forth.

THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual premises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following defined terms shall have the following meanings, unless the context otherwise requires:

"**Adverse Interest**" means any lien, charge, encumbrance, agreement, Legal Proceeding or other adverse challenge, claim, dispute, right or interest of any nature or kind whatsoever, including but not limited to any civil, criminal, regulatory, administrative or third party challenge, claim, dispute, right or interest in and to the title, ownership, access, quiet possession, usage, production or economic entitlements of or from the Property or the Vendor, including but not limited to third party claims, back-in rights, royalties, production payments or in specie distribution rights, whether based in contract, in law or in equity.

"**Authorizations**" means any concession, claim, agreement, registration, permit, license, consent, authorization, approval and other qualification issued or granted by any competent regulatory authority or other person that the Vendor has obtained with respect to the Property.

"**Canoe**" means the mineral claims known as Canoe Landing Lake West, as described in Schedule "A" hereto.

"**Closing**" has the meaning set out in section 4.1 hereof, being the completion of the purchase and sale of the Property and the Option and other transactions contemplated herein.

"**Consolidation**" means the two old for one new common share consolidation to be completed by the Company prior to the effective date of this Agreement.

"**Environmental Laws**" means all applicable laws in respect of the protection of the natural environment or the public, occupational health or safety, and the manufacture, importation, transportation, storage, handling, use, treatment, disposal, release, discharge or remediation of Hazardous Substances.

"**First Release Date**" has the meaning given to it in Section 4.4 hereto.

"**Hazardous Substances**" means any solid, liquid, gas, odour, heat, radiation, sound, vibration or combination of them that may harm or impair the natural environment, injure or damage plant or animal life or property, or harm or impair the health of any individual and includes any contaminant, waste, substance or material defined by Environmental Law as hazardous, toxic or dangerous or any other substance or material prohibited, regulated or reportable pursuant to any Environmental Law.

"**Legal Proceeding**" means any claim, demand, action, cause of action, litigation, suit, inquiry, investigation, complaint, grievance, notice, application, hearing, arbitration or other civil, criminal, regulatory or administrative proceeding or similar proceeding, by or before any court or regulatory or administrative agency, authority or tribunal and includes any judgement, decree, order or other ruling in respect thereof, any review or appeal thereof and any application for leave for review or appeal thereof.

"**Nine Mile**" means the mineral claims known as Nine Mile Brook, as described in Schedule "A" to the Option Agreement attached as Schedule "B" hereto.

"**Property Qualification**" means any Authorization, agreement, registration, permit, license, consent, approval or other qualification issued or granted by any regulatory authority or other person having an interest in the Property (including but not limited to those persons having access rights, or water, timber or other natural resource rights in the Property) necessary for the Vendor to conduct exploration, development, drilling, exploitation and other activities on the Property as presently and proposed to be carried on.

"**Properties**" means the mineral claims contained in Canoe and Nine Mile and all rights, benefits and interests derived therein, therefrom and thereby of any nature or kind whatsoever, including but not limited to any Authorizations and any form of mineral and/or lode mining claim, concession, tenure, lease, license or other property interest in substitution or replacement thereof.

"**Purchase Price**" has the meaning given to it in Section 2 hereto.

"**Shares**" means post-Consolidation shares of the Purchaser.

"**Transfer Documents**" means any and all deeds of title, assignments, conveyance documents, forms and other instruments and documents necessary to duly and validly record and effect with the relevant

regulatory and administrative agencies and authorities and third parties the due and valid assignment, transfer and conveyance from the Vendor to the Purchaser of the Property, where applicable.

2. PURCHASE AND SALE

2.1

(a) On and subject to the terms and conditions hereof, the Purchaser shall purchase from the Vendor, and the Vendor shall sell, assign, transfer and convey to the Purchaser the following:

(i) all of the Vendor's right, title and interest in and to Canoe;

(ii) 50% of the Vendor's right, title and interest in and to Nine Mile; and,

(iii) a mineral property option to acquire the remaining 50% of the Vendor's right, title and interest in Nine Mile

for and in consideration of (the "**Purchase Price**"), which is comprised of the following:

(i) the payment by the Purchaser to the Vendor of the sum of $25,000; and

(ii) the issuance of 21,000,000 post-Consolidation common shares in the capital stock of the Purchaser (the "**Shares**") to the Vendor.

(b) The Vendor and the Purchaser acknowledge and agree that the Shares will be issued pursuant to a Direction to Pay from the Vendor to the Purchaser to the shareholders of the Vendor *pro rata* their holdings in the Vendor. The Vendor acknowledges and agrees that it will ensure that the all required corporate action is taken to enable the Vendor to make this distribution to its shareholders through a return of paid up capital, dividend or other legal and approved distribution.

(c) The Vendor and the Purchaser acknowledge and agree that the Shares will not be issued in such a way as to cause a Change in Control pursuant to CSE Policies.

2.2 The Purchaser acknowledges that it is acquiring the interests in the properties subject to the royalties set out in Schedule "C" hereto.

2.3 The Vendor acknowledges that the Shares will be subject to statutory resale restrictions expiring four months and a day from the date of issue and Lock Up agreements and may be subject to escrow resale restrictions if required by the exchange or a securities commission.

2.4 Following the Completion of the transactions contemplated by this Agreement, the Purchaser will appoint Patrick Cruickshank to its board of directors and engage Mr. Cruickshank as a consultant for a period of 24 months at a salary of at least $6,000 *per* month.

2.5 Following the Completion of the transactions contemplated by this Agreement, the Purchaser will engage Gary Lohman as a consultant for a period of 24 months at a salary of at least $3,500 *per* month for PGeo services.

2.6 Following the Completion of the transactions contemplated by this Agreement, the Purchaser will establish a Technical Advisory Committee and invite Gary Lohman and Daniel Card to join.

2.7 Following the Completion of the transactions contemplated by this Agreement, the Purchaser will reimburse the Vendor $15,000 for the 43-101 Technical Report.

2.8 The Parties acknowledge and agree that there are 630,000 Purchaser common shares payable by the Purchaser to Canaccord Genuity as a Finder's Fee upon the completion of the transactions

contemplated by this Agreement. The 630,000 Purchaser common shares will be restricted for four months and a day following their issuance.

2.9 This Agreement and the completion of the transactions contemplated herein are subject to the Purchaser obtaining Canadian Securities Exchange approval and meeting the requirements of the policies of the Canadian Securities Exchange; and the parties hereto agree to use their commercially reasonable efforts to satisfy such conditions precedent as soon as possible after execution of this Agreement.

3. REPRESENTATIONS AND WARRANTIES

3.1 The Vendor hereby represents and warrants to the Purchaser that:

3.1 the Vendor is the legal and beneficial owner of the Properties and other mineral rights underlying the Properties, and no such rights are held by or on behalf of any other party; and there are no claims against or disputes over or to the ownership or staking or recording of or title to the Properties or other interests therein, nor to the best of the Vendor's knowledge is there any basis therefor;

3.2 the claims comprising the Properties (i) have been duly and validly staked, recorded and filed by the Vendor pursuant to all applicable laws and regulations; (ii) are accurately described in Schedule A hereto and in Schedule "A" to the Option Agreement attached as Schedule "B" hereto; (iii) are free and clear of any Adverse Interest; and (iv) are in good standing with all applicable government offices;

3.3 there is no legal, administrative, or other proceeding, arbitration, claim or action of any nature or investigation pending or, to the best of the Vendor's knowledge after reasonable inquiry, threatened against or involving the Properties;

3.4 the Vendor has not received notice of the existence of any condemnation, expropriation or similar proceedings affecting the Properties;

3.5 to the best of the Vendor's knowledge after reasonable inquiry, no Hazardous Substance has been placed, held, located, used or disposed of, on, under or at the Properties by any person and to the best of the Vendor's knowledge after reasonable inquiry, no claim has ever been asserted and there are no present circumstances which could reasonably form the basis for the assertion of any claim against the Vendor for losses of any kind as a direct or indirect result of the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Properties of any Hazardous Substance;

3.6 there are no outstanding work orders or actions required or reasonably anticipated to be required to be taken in respect of the rehabilitation or restoration of the Properties or relating to environmental matters in respect of the Properties or any operations thereon, nor has the Vendor received notice of same;

3.7 to the best of the Vendor's knowledge after reasonable inquiry, all previous exploration on the Properties has been carried out in accordance with applicable law in a sound and workmanlike manner and in compliance with sound geological and geophysical exploration and mining, engineering and metallurgical practices, and the Vendor has not received notice of any breach, violation or default with respect to the Properties;

3.8 the Vendor has not done anything whereby the mineral property claims or other interests comprising the Properties may in any way be or become encumbered hereafter;

3.9 other than the Royalties set out in Schedule "C" hereto, the Vendor is not aware of any circumstance whatsoever that would prevent the Purchaser from receiving a 100% unencumbered right, title and interest in and to the mineral property claims and the other interests comprising the Properties, as a result of the completion of the purchase and sale of Canoe and 50% of Nine Mile, in the first instance,

and the exercise of the mineral property option agreement for the acquisition of the remaining 50% interest in Nine Mile, which is attached as Schedule "B" hereto and forms a part of this Agreement; and,

3.10 the Vendor has made available to the Purchaser all material information in its possession or control relating to the Properties and the Vendor shall continue to make available to the Purchaser all information in its possession or control relating to the Properties.

3.2 The Purchaser hereby represents and warrants to the Vendor that:

(a) It will complete a 2 old to 1 new share consolidation prior to the issuance of the Consideration Shares.

3.3 The representations and warranties set out herein shall survive the Closing and are conditions on which the parties have relied in entering into this Agreement and will survive any disposition of the Properties to any third party, and the Vendor will indemnify and save the Purchaser 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 him and contained in this Agreement.

4. CLOSING

4.1 The completion (the "**Closing**") of the purchase and sale of the Property shall take place on such a date and time as agreed to by the parties hereto.

4.2 At the Closing, the Purchaser shall deliver to the Vendor:

(a) a certified cheque or wire transfer for $25,000;

(b) a certified cheque or wire transfer for $25,000 for payment of the Option Fee, as defined in the Option Agreement, which will be effective only following that payment and the Closing;

(c) share certificate(s) or DRS receipts representing 21,000,000 Shares in the name of the Vendor or as directed by the Vendor (the "**Consideration Shares**"); and

(d) such other instruments and documents as may be reasonably requested by the Vendor to evidence or give effect to the contemplated herein or hereby.

4.3 At the Closing, the Vendor shall effect the transfer of the 100% interest in Canoe and the 50% interest in Nine Mile to the Purchaser and deliver the following to the Purchaser:

(a) all Transfer Documents;

(b) executed lock up Agreements, as described in Sections 4.4 and 4.5 below; and,

(c) such other instruments and documents as may be reasonably requested by the Purchaser to evidence the transfers to the Purchaser or give effect to the matters contemplated herein or hereby.

If not already done so, the Vendor will also file with the requisite agencies and authorities an assessment report with respect to the Vendor's past work and expenditures on the Properties, for purposes of recording the maximum work credits available from such work and expenditure on the Properties. The Vendor will also deliver the executed mineral property option to acquire the remaining 50% of the Vendor's right, title and interest in Nine Mile.

4.4 It is a condition to Closing for the benefit of the Purchaser that lock up agreements between all shareholders of the Vendor receiving 1,000,000 or more of the Shares and the Purchaser be entered into, causing those Shares under lock up to be locked up and released as follows:

(A) 10% on the date that is four (4) months following the Closing Date (the "**First Release Date**");

(B) 15% on the date that is three (3) months following the First Release Date;

(C) 15% on the date that is six (6) months following the First Release Date;

(D) 15% on the date that is nine (9) months following the First Release Date;

(E) 15% on the date that is twelve (12) months following the First Release Date;

(F) 15% on the date that is fifteen (15) months following the First Release Date;

(G) the remainder on the date that is eighteen (18) months following the First Release Date.

5. **GENERAL**

5.1 **Fees and Expenses.** Each Party shall be responsible for all expenses incurred by it in connection with the preparation and fulfillment of this Agreement.

5.2 **Entire Agreement and Further Assurances.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. The parties shall from time to time prior to or after the Closing execute and deliver any and all such instruments and other documents and perform any and all such acts and other things as may be necessary or desirable to carry out the provisions and intent of this Agreement.

5.3 **Counterparts and Delivery.** This Agreement may be executed and delivered in two or more counterparts and by facsimile. Each such counterpart and facsimile shall be deemed to form one and the same and an originally executed instrument, bearing the date set forth on the face page hereof notwithstanding the date of execution or delivery.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the date first above written.

FIDDLEHEAD MINING CORP.

"Patrick Cruickshank"

Authorized Signatory

STEVENS GOLD NEVADA INC.

"Charles MaLette"

Authorized Signatory

SCHEDULE “A”

Description of Canoe Landing Lake West

Block	Name	Expiry Date	Number of Claims	Area (hectares)	Claims
9410	South Forty Mile Brook	2022-01-23	24	528	1422056C, 1422056D, 1422056E, 1422056F, 1422056K, 1422056L, 1422066A, 1422066E, 1422066F, 1422066G, 1422066H, 1422066K, 1422066L, 1422066M, 1422066N, 1422067C, 1422067D, 1422067E, 1422067F, 1422076H, 1422076I, 1422076P, 1422077A, 1422077H

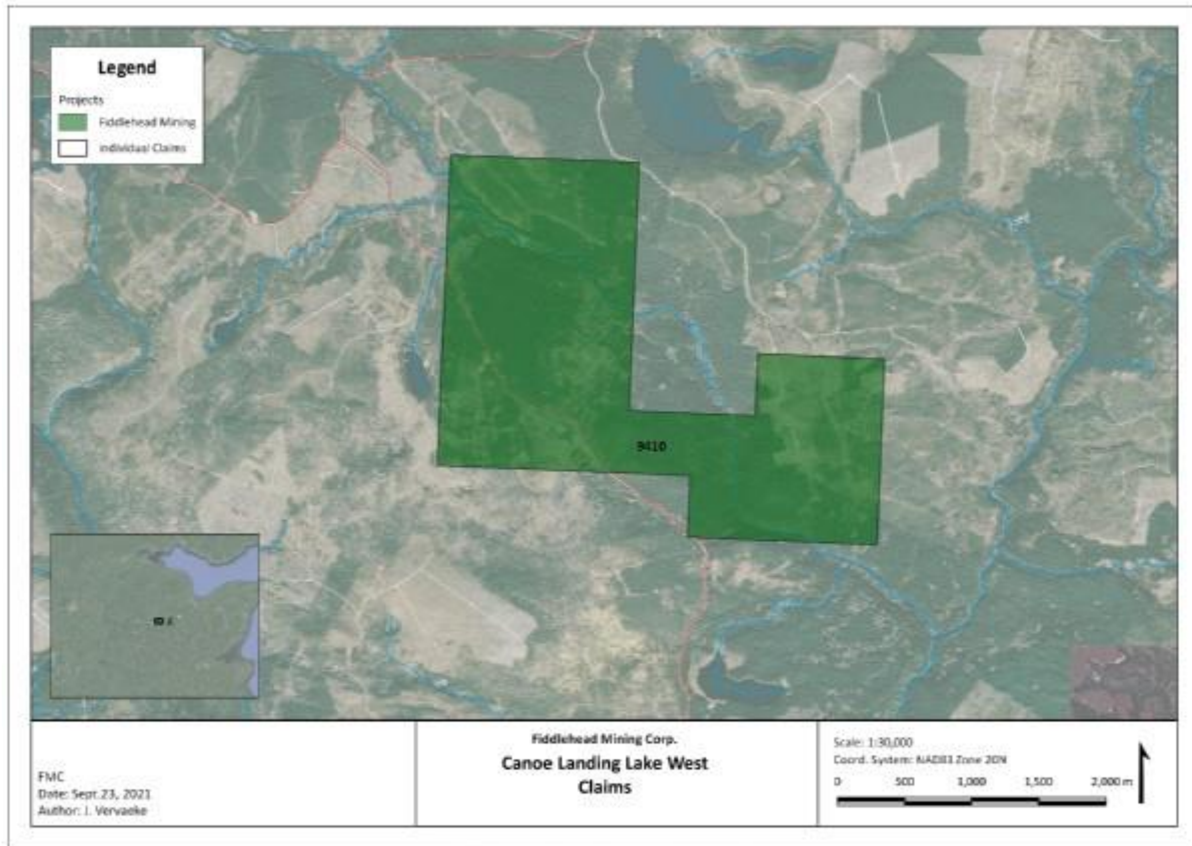

Figure 4: Canoe Landing Lake West Claim 9410

Schedule “B”

Option Agreement

MINERAL PROPERTY OPTION AGREEMENT
Nine Mile Brook, New Brunswick

THIS AGREEMENT is effective as of the 28th day of November, 2021 (the "**Effective Date**.")

BETWEEN: **FIDDLEHEAD MINING CORP.**
58 Rue du Moulin, Nigadoo, N.B. E8K 3R8

(the "**Owner**")

AND: **STEVENS GOLD NEVADA INC.**
of 350 - 1650 West 2nd Avenue, Vancouver, B.C. V6J 1H4

(the "Company")

WHEREAS:

A. The Owner is, or is taking steps to be, the registered and beneficial owner of 50% of those mineral claims known as Nine Mile Brook, as more particularly described in Schedule "A" hereto and defined herein as the "Property";

B. The Company is, or is taking steps to be, the registered and beneficial owner of the other 50% of the Property;

C. The Owner has agreed to grant to the Company the exclusive option to acquire 100% of its 50% interest in the Property, subject to the reservation of Royalties (as herein defined), on the terms and conditions set forth herein;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the payments by the Company to the Owner as contemplated herein, and of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby expressly acknowledged by the Owner), the parties agree as follows:

1. <u>DEFINITIONS</u>

1.1 In this Agreement and in the Schedules and the recitals hereto, unless the context otherwise requires, the following expressions will have the following meanings:

"**Affiliate**" means any person, partnership, joint venture, corporation or other form of enterprise which directly or indirectly controls, is controlled by, or is under common control with, a Party. For purposes of the preceding sentence, "control" means possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, contract, voting trust or otherwise.

"**Annual Option Fee**" has the meaning given to it in Section 2.2.

"**Area of Mutual Interest**" or "**AMI**" means that area within one kilometre of the outer boundaries of the Property, as more fully described in Section 6;

"**Consolidation**" means the two old for one new common share consolidation to be completed by the Company prior to the effective date of this Agreement.

“Environmental Laws” means laws aimed at reclamation or restoration of the Property; abatement of pollution; protection of the environment; protection of wildlife, including endangered species; ensuring public safety from environmental hazards; protection of cultural or historic resources; management, storage or control of hazardous materials and substances; releases or threatened release of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances as wastes into the environment, including without limitation, ambient air, surface water and groundwater; and all other laws relating to the manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes.

“**Expenditures**” mean all costs and expenses incurred or that are caused to be incurred by the Company in the conduct of activities on or in relation to the Property, after the Effective Date, that include the following amounts specified in Section and in Section 2.4 below:

(i) costs necessary to hold the Property in good standing, including filing or government agency maintenance costs and any monies expended as required to comply with applicable laws and regulations, including but not limited to government agency fees and costs related to fees paid to any person for cutting down trees or other damage to their properties due to exploration, any costs paid to any person related to the use of private roads, or other payments including legal and other related professional fees in curing title defects and in acquiring and maintaining surface rights;

(ii) in preparing and applying for and acquiring environmental and other permits necessary or desirable to commence and complete exploration activities;

(iii) in construction and ongoing maintenance of unpaved access roads located in the Area of Mutual Interest;

(iv) in doing geophysical, geochemical and geological surveys, drilling, assaying and metallurgical testing, including costs of assays, metallurgical testing and other tests and analyses (including downhole testing) to determine the quantity and quality of minerals, water and other materials or substances;

(v) in the preparation and presentation of data and other results obtained from work programs including for the preparation of any preliminary assessment, technical report, pre-feasibility study, feasibility study or other evaluation of the Property (including financial studies and reports on the Property);

(vi) in digging, trenching, sampling, assaying, and testing for minerals;

(vii) in conducting the drilling of holes by any method;

(viii) in transporting minerals, personnel, supplies, mining or milling plant, buildings, machinery, tools, appliances or equipment in, to or from the Property;

(ix) for environmental remediation and rehabilitation;

(x) in acquiring or obtaining the use of facilities, equipment or machinery, and for all parts, supplies and consumables;

(xi) for salaries, wages and/or other expenses for persons assigned to exploration, evaluation, development and operation activities;

(xii) for salaries, wages, fees and/or other expenses (including travel costs) of Company personnel incurred as a result of the management and operations of the Property corporate social responsibility work and planning for field operations;

(xiii) in supplying food, lodging and other reasonable needs for personnel at the project site on the Property;

(xiv) all duties and taxes levied against or in respect of the Property, and for activities on the Property, and all duties and taxes levied against the Company in connection with operations on the Property;

(xvi) in acquiring any additional mineral rights, water rights and other real property interests within the Area of Mutual Interest necessary to further develop the Property or to extend the validity period of the Property;

(xvii) in consulting with and developing lines of communication as well as relationships with local and regional community members and groups; and,

(xviii) all amounts paid to local and regional community members and groups for access to the Property or to facilitate operations thereon.

"**Governmental Entity**" means any federal, provincial, regional, municipal or other government, governmental department, agency, authority or body (whether administrative, legislative, executive or otherwise), court, tribunal, commission or commissioner, bureau, minister or ministry, board or agency.

"**Interest**" means any legal or equitable interest, whether or not registered or registerable, in and to the mineral claims comprising the Property.

"**Laws**" means any and all federal, state, regional, local, municipal or other law, statute, constitution, principle of common law, resolution, ordinance, proclamation, directive, code, edict, order, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Entity.

"**NSR**" means net smelter returns, as the same pertains to the Royalties to be retained with respect to the Property.

"**Option**" has the meaning given to it in Section 2.1.

"**Option Fee**" has the meaning given to it in Section 2.2.

"**Option Price**" has the meaning given to it in Section 2.2.

"**Party**" or "**Parties**" means one or more of the parties to this Agreement.

"**Project Information**" means all legal and title information, all maps, drill logs and other drilling data, core tests, pulps, reports, surveys, assays, analyses, production reports, operations, technical, accounting and financial records, and other material information directly pertaining to, and developed in operations on, the Property that is in the possession and control of the Company or the Owner, (whether in written or electronic format and whether developed, conceived, originated or obtained by the Company or the Owner, other than any such information that is not owned by the Owner).

"**Property**" means the 93 mineral claims located in Gloucester County, New Brunswick, known as the Nine Mile Brook Project, as more particularly described in the table and map comprising Schedule "A" hereto, and any AMI Interests, together with all prospecting, research, exploration, exploitation, operating and mining permits, licences and leases associated therewith, mineral, surface, water and ancillary or appurtenant rights attached or accruing thereto, and any mining licence or other form of substitute or successor mineral title or interest granted, obtained or issued in connection with or in place of or in substitution for any such Property (including, without limitation, any property used to cover any internal gaps or fractions in respect of such ground).

"**Royalty**" means the NSR royalties granted on the Property, as more particularly described in Schedule "A" hereto.

“**Term**” has the meaning given to it in Section 2.1.

“**Work Programs**” has the meaning given to it in Section 3.2.

1.2 In this Agreement:

(a) **Time** - time is of the essence in the performance of the Parties’ respective obligations;

(b) **Headings** - descriptive headings of Articles and Sections are inserted solely for convenience of reference only and are not intended as complete or accurate descriptions of the content of such Articles or Sections;

(c) **Singular, etc**. - use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such person or persons or circumstances as the context otherwise permits;

(d) **Business Day** - whenever payment is to be made or action to be taken under this Agreement on a day other than a Business Day, such payment shall be made or action taken on the next Business Day following such day;

(e) **Currency** – all references to “dollars” or “$” are to the lawful currency of Canada;

(f) **Inclusion** - where the words “including” or “includes” appear in this Agreement, they mean “including (or includes) without limitation”;

1.2 **Legal References** - any reference to a law is a reference to such law as in force from time to time, including (i) modifications thereto, (ii) any regulation, decree, order or ordinance enacted thereunder and (iii) any law that may be passed which has the effect of supplementing, re- enacting or superseding the law to which it is referred; and

1.3 **Other References** - any reference to a numbered or lettered “Section” or “Schedule” in this Agreement is a reference to the section or schedule bearing that number or letter in this Agreement.

2. OPTION

2.1 The Owner hereby grants to the Company the sole and exclusive right and option (the “**Option**”) to acquire from the Owner all of the Owner’s right, title and interest in and to the Property (subject only to the retained Royalty) in accordance with the terms of this Agreement. The term of the Option is four years (the “**Term**.”) It is acknowledged by both Parties that the Owner currently holds 50% of the right, title and interest in the Property, and that the Company is in the process of acquiring the other 50% interest in the Property.

2.2 To exercise the Option, the Company must pay to the Owner an aggregate of $3,000,000 prior to the fourth anniversary of the Effective Date and incur an aggregate of $1,000,000 of Expenditures on the Property over three years, with at least $500,000 of the Expenditures being in the first twelve months of the Option and a minimum of $150,000 *per* year spent on Expenditures after the first twelve months of the Option (collectively the “**Option Price**”), in accordance with the following schedule:

(i) pay $3,000,000 as to:

(A) $25,000 on the Effective Date (the “**Option Fee**”);

(B) $50,000 on each anniversary of the Effective Date during the Term (each, an “**Annual Option Fee**”);

(C) an additional payment of $3,000,000 less the Option Fee and all Annual Option Fees paid; and,

(ii) incur at least $1,000,000 of Expenditures on the Property, including:

(A) at least $500,000 of Expenditures on or before 12 months following the Effective Date.

2.3 Notwithstanding Section 2.2, the Company may exercise the Option at any time during the Term through the payment to the Owner of $3,000,000, less the Option Fee and all Annual Option Fees paid, if the Company is not in breach of this Agreement at the time of that payment. For clarity, in the event that the Company exercises the Option early pursuant to this Section 2.3, the Expenditure requirements of Section 2.2 and elsewhere in this Agreement will no longer apply.

2.4 For clarity, the Expenditures referred to in section 2.2(ii) may include claim maintenance fees and property taxes.

2.5 Upon the Company having paid the Option Price in full or making the payment described in Section 2.3 it will have exercised the Option and earned 100% of the Owner's 50% interest in the Property (subject only to the Royalty.) Upon the exercise of the Option by the Company, the Owner will deliver to the Company proof of registration of the Company with the applicable Governmental Entities as the owner of the 50% interest in the Property (subject only to the Royalty) within seven calendar days.

2.6 Except as expressly set out herein, this Agreement is an option agreement only, and all payments comprising the Option Price are and shall remain optional to the Company, such that the Company need not pay any of the same if this Agreement is terminated. Notwithstanding the foregoing, however, the obligation of the Company to pay the Option Fee constitutes a firm commitment of the Company hereunder. At any time after the Company has paid the Option Fee, it may terminate the Option and this Agreement upon giving notice to the Owner.

2.7 The Company shall have the benefit of the following curative provisions:

(a) The provisions of section 9.1 will apply for matters of force majeure, title disputes, delays in governmental approvals, and the like.

(b) Should the Company's Expenditures for a given year as set out in section 2.2 be no more than 10% less than the requirement stipulated under section 2.2, such shortfall shall be completed during the next subsequent period.

(c) Should the Company fail to incur the minimum Expenditures for any period specified in section 2.2, and if such failure cannot be cured under (b), above, the Company will have a period of 40 calendar days following receipt of notice of default to rectify such failure, either by incurring the required Expenditures, or by payment of the amount of any shortfall to the Owner in cash.

(d) Should the Company fail to pay any cash payment comprising the Option Price, it will have five business days following receipt of notice of such default to rectify the same.

If a default is not cured in accordance with the above provisions, the Owner may forthwith terminate the Option and this Agreement by written notice to the Company in accordance with Article 7 and thereafter the Company will not be entitled to earn any Interest in the Property.

3. PRE EXERCISE

3.1 The Owner will provide to the Company all Project Information in its possession or to which it has access on the understanding that the Owner makes no representation as to the accuracy or completeness of such Project Information or the suitability of such Project Information for the purposes of which the Company intends to use it and the Company shall use all such Project Information at its own risk.

3.2 While the Option remains in force:

(a) the Company will plan, manage, direct and control all exploration operations and incur Expenditures in, on and under the Property in accordance with work programs prepared by it (“**Work Programs**”);

(b) the Company will have the right to act as operator and undertake all Work Programs on the Property; and will do so in a prudent and workmanlike manner, consistent with good exploration and mining practices, and in compliance with all applicable Laws; and in conjunction therewith, shall have the right to remove therefrom and dispose of reasonable quantities of ores, minerals and metals for the purposes of obtaining assays or making other tests, and may bring upon and erect on the Property such buildings, plant, machinery, and equipment as it may deem advisable provided that appropriate permits have been obtained;

(c) the Company will pay all taxes, rentals, claim maintenance fees on the Property as may be necessary to keep the Property in good standing (which costs will form part of the Expenditures pursuant to Section 2.2) free and clear of liens, charges and encumbrances of every character arising from operations hereunder (except liens for taxes not yet due, and other claims and liens contested in good faith by the Company) and to proceed with all diligence to contest or discharge any lien that is filed;

(d) the Company will file all work to the maximum permissible extent for assessment credits with the appropriate Government Entity, and pay all related fees pertaining to work done on the Property, in a timely manner, so as to keep any and all titles comprising the Property in good standing;

(e) the Company will permit the Owner or its representatives, at their own expense and risk, access to the Property and all data derived from carrying out work hereunder, provided that in exercising such right the Owner will not unreasonably interfere with the activities of the Company and that the Owner and their representatives will defend, indemnify and save harmless the Company and its directors, officers, employees and agents from and against all and any losses, damages, expenses, claims, suits, actions and demands of any kind or nature whatsoever in any way referable to or arising out of the entry, presence or activities of the Owner or their representatives in connection with access to the Property including, without limitation, bodily injuries or death or damage to property at any time resulting therefrom;

(f) the Company shall assume and discharge, in a timely manner, all responsibility and liability for reclamation and/or environmental damage resulting from work performed on the Property by the Company, its agents, contractors, joint venture partners and assigns during the term of this Agreement (including the obligations under Part 9 hereof), and post and maintain any bonds as may be required by any Governmental Entity in respect of the Company’ operations on the Property;

(g) the Company will provide the Owner with all up-to-date exploration results in its possession on at least a quarterly basis. These results shall include, but not be limited to, internal and public reports whether or not of an interpretive nature, maps, cross-sections, original assay certificates, and all similar data;

(h) the Company shall pay all expenses incurred by it in its operations on the Property hereunder and shall allow no liens arising from any act of the Company to remain upon the Property; provided, however, that the Company shall not be required to remove any such lien as long as the Company is contesting in good faith the validity or amount thereof. If the Owner furnishes the Company with a notice of non-liability pursuant to New Brunswick Revised Statutes § 33-990, the Company will post and maintain such notice on the Property;

(i) the Company shall indemnify Owner against and hold Owner harmless from any suit, claim, judgment or demand whatsoever arising out of the Company’s operations in the exercise of any of its rights pursuant to this Agreement, provided that if the Owner or any person or instrumentality acting on Owner’s behalf shall have been a contributing cause to the event giving

rise to such suit, claim, demand or judgment, Owner and the Company shall be responsible to the extent that each contributed to the cause giving rise to such suit, claim, demand or judgment. The Company shall maintain insurance to support the indemnification required by this Agreement in an appropriate amount as determined by the Company as comprehensive form general liability for each occurrence for combined bodily injury and property damage. Owner shall be named as a co-insured under such policies and the Company shall provide Owner with a certificate of such insurance prior to the commencement of any operations under this Agreement; and

(j) the Company will, prior to commencing any operations or activities on the Property, obtain, at its expense (which will form part of the Expenditures), all necessary operating and environmental permits required by any Governmental Entity.

3.3 Incurring of the Expenditures under Section 2.2 shall be confirmed by the Company providing an annual itemized statement of aggregate Expenditures incurred in each 12-month period ("**Expenditures Statement**"), certified to be correct by an officer of the Company that shall be provided to the Owner within 45 days following each anniversary of the Effective Date of each year, which shall be conclusive evidence of the incurring of such Expenditures unless within 60 days after receipt of an Expenditures Statement, the Owner delivers a written and detailed objection to the statement to the Company. If the Owner delivers such an objection, then it will be entitled to have such Expenditures Statement audited by an independent recognized accounting firm of its choice. Despite anything in this Agreement to the contrary, such accounting firm's determination of aggregate Expenditures shall be final and determinative of the amounts stated in the statement in question.

4. REPRESENTATIONS AND WARRANTIES

4.1 The Company represents and warrants to the Owner that:

(a) it is a company duly incorporated, organized and validly subsisting under the laws of its incorporating jurisdiction that is qualified to acquire interests in, and to explore, develop and exploit, mineral properties in New Brunswick;

(b) it has full power, capacity and authority to carry on its business and to enter into and perform its obligations under this Agreement and any agreement or instrument referred to or contemplated by this Agreement;

(c) all necessary corporate approvals have been obtained and are in effect with respect to the transactions contemplated hereby, and no further action on the part of the directors is necessary or desirable to make this Agreement valid and binding on it; and

(d) 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 its constating documents or any agreement to which it is a party.

4.2 The Owner hereby represents and warrants to the Company that:

(a) it has full power, capacity and authority to enter into and perform its obligations under this Agreement and any agreement or instrument referred to or contemplated herein;

(b) it has the exclusive right to enter into this Agreement and has all necessary authority to dispose of an Interest in and to the Property in accordance with the terms of 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 mineral claims comprising the Property are accurately described in Schedule “A” hereto,

(e) to the best of its knowledge, there is no reason to believe that it will not be able to become the registered holder of all of the claims comprising the Property, thereupon, (i) such claims will be duly and validly made, and recorded with the applicable mining authority pursuant to all applicable Laws, and (ii) the Owner will hold a 50% Interest in and to each of the mineral claims comprising the Property free and clear of all liens, charges, royalties and encumbrances (other than as set forth herein) as of the Effective Date;

(f) to the best of its knowledge, there is no reason to believe that the Company or the subsidiary of the Company will not be able to obtain all necessary access, leases, easements, rights of way, permits or licences from Governmental Entities that are required to fully and properly explore the Property for minerals;

(g) it has not used or permitted to be used, released, generated, manufactured, processed, distributed, treated, stored, transported or handled any hazardous substance on the Property except in compliance with all Environmental Laws; and it has no knowledge of the presence of any hazardous substance on, in or under the Property in violation of Environmental Laws;

(h) neither it nor the Property is subject to any current, pending or threatened claim, action, notice, demand, allegation, investigation, proceeding, application, order, judgment, requirement or directive which relates to a violation of Environmental Laws or New Brunswick Mine Safety laws, and which may require or result in any work, repairs, rehabilitation, reclamation, remediation, construction, obligations, liabilities or expenditures (and, to the knowledge of the Owner, there is no basis for such a claim, action, notice, demand, allegation, investigation, proceeding, application, order, judgment, requirement or directive); or allegation, demand, direction, order, notice or prosecution with respect to any Environmental Law, and the Owner has not settled any allegation of non-compliance with Environmental Laws;

(i) to the knowledge of the Owner, there are no pending or proposed changes to Environmental Laws or other Laws that would render illegal or materially restrict the proposed operations of the Company with respect to the Property;

(j) no other person has any right of first refusal or similar right to acquire any Interest in the Property or to prohibit the transfer thereof; nor has any material contract affecting the Property including any back-in rights, earn-in rights, rights of first refusal or similar provisions or material rights;

(k) to the knowledge of the Owner and except as described in Schedule “A”, there is no adverse claim or challenge against or to the ownership of or title to the Property, including any claims by First Nations; nor to its knowledge is there any basis therefore;

(l) there are no actions, suits or proceedings which could materially affect its Interest in the Property, and to the knowledge of the Owner, no such actions, suits or proceedings are contemplated or have been threatened;

(m) there are no judgments against the Owner which are unsatisfied, nor is the Owner subject to any consent decrees or injunctions which may affect the Property;

(n) it has no knowledge of any Governmental Entity seeking to or intending to revoke any Interest in the Property; nor has there been any notice from any Governmental Entity of any intention of expropriating the Property or converting any or all of it into any protected area such as a park or a conservation area;

(o) there has been no notice from any third party person or group of any claim for possession or occupation of the Property;

(p) all fees charged by any Governmental Entity related to the rendering of decisions (or public hearings) pertaining to the Property have been paid by the Owner in time and in accordance with Laws;

(q) all exploration guarantees have been placed appropriately, in time and in accordance with Laws and permit conditions allowing for exploration activities to be conducted by the Company on the Property;

(r) any exploration fees have been paid in time and in accordance with Laws and permit conditions allowing for exploration activities to be conducted by the Company on the Property;

(s) to the best of the Owner's knowledge, there are no protected species or animals, protected breeding or resting places of animals, nature reserves, conservation areas, wilderness areas, rights of indigenous people or areas meant for wildlife management, campsites established by any Government Entity, relics, protected landscape areas, national parks, or other similar protected rights or areas in or in the close vicinity of the area comprising of the Property which may prohibit the development of any part of the Property into a mine;

(t) no interest in the Property has been pledged as security for a loan by the Owner;

(u) to the extent required by Laws, all assessment or exploration reports have been submitted to the mining authorities in time;

(v) to the best of the Owner's knowledge, there are no restrictions to access to the Property along existing roadways; and

(w) other than this Agreement, 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 any minerals in, on or under, or in any production from, the Property (other than as specified herein).

4.3 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 Company 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 it and contained in this Agreement.

5. COVENANTS OF THE OWNER

5.1 During the currency of this Agreement, the Owner covenants and agrees with the Company to:

(a) so long as the Company is not in default hereunder, not do any act or thing which would in any way adversely affect the rights of the Company hereunder;

(b) make available to the Company and its representatives all Project Information and permit the Company and its representatives at its own risk and expense to take abstracts therefrom and make copies thereof;

(c) co-operate as reasonably necessary with the Company in obtaining any permits related to the Property as the Company deems desirable; and

(d) promptly provide the Company with any and all notices and correspondence received by the Owner from any relevant Governmental Entity in respect of the Property and further request such agencies to copy the Company on all correspondence and notices.

6. AREA OF MUTUAL INTEREST

6.1 If the Owner, individually or together or in concert with any other party, during the term of this Agreement, directly or indirectly, acquires, options, leases, or otherwise obtains or controls, or becomes entitled to acquire, obtain, option, lease, or otherwise obtain or control, any mineral rights, any present or future interest in any exploration or mining property, or other interest in property or rights of any kind or nature relating to the exploration of minerals within the Area of Mutual Interest (an "**AMI Interest**"), then (i) the Company will reimburse the Owner for its cost of acquiring the same (which will qualify as "Expenditures" hereunder), and (ii) such acquired AMI Interests shall form part of the Property. In addition to the foregoing, during the term of this Agreement, the Owner will not advise, encourage, or assist any other party, directly or indirectly, to acquire any AMI Interest. The Company acknowledges that as of the Effective Date, Affiliates of the Owner own properties that lie within the Area of Mutual Interest.

6.2 If the Company, during the term of this Agreement, directly or indirectly or in concert with any other party, acquires, options, leases, or otherwise obtains or controls, or becomes entitled to acquire, obtain, option, lease, or otherwise obtain or control, any AMI Interest, the Company shall immediately offer the Owner in writing the right to include such acquired AMI Interest in the Property at no direct cost to the Owner. The Owner shall have 30 days after receipt of such offer to accept the same. If the Owner accepts the offer, the acquired AMI Interest shall thereupon be included in the Property, and the costs of acquisition and operations thereon shall qualify as Expenditures. If the Owner declines the offer, the acquired AMI Interest shall be retained by the Company for its own exclusive use. In addition to the foregoing, during the term of this Agreement, the Company will not advise, encourage, or assist any other party, directly or indirectly, to acquire any AMI Interest.

6.3 Nothing herein shall be interpreted to preclude a Party from acquiring interests outside of the Area of Mutual Interest.

7. TERMINATION OF OPTION

7.1 This Agreement, except for the provisions of Section 8, and the Option will (unless otherwise agreed by the Owner in writing) terminate:

(a) in accordance with any written notice given by the Owner to the Company in accordance with Section 2.9; or

(b) in accordance with written notice given by the Owner to the Company in the event of any material breach of a material covenant (not covered by Section 2.7) by the Company, which is not remedied within 30 days following written notice from the Owner requiring the Company to remedy such default, or if steps have not been initiated to remedy such breach if the same cannot be remedied within such 30-day period and diligently pursued to conclusion; or

(c) if the Company gives notice in accordance with Subsection 7.2.

7.2 At any time prior to exercising the Option, the Company will have the right to terminate this Agreement and the Option by giving not less than 30 calendar days' notice to that effect to the Owner.

8. OBLIGATIONS AFTER TERMINATION OF OPTION

8.1 If this Agreement is terminated pursuant to Section 7 above, this Agreement, including the Option, but excluding this Section 8 (which will continue in full force and effect for so long as is required to give full effect to the same) will be of no further force and effect except that the Company will:

(a) leave the Property:

  (i) in good standing and in accordance with the applicable Laws and Environmental Laws,

  (ii) having filed all work with the appropriate Government Entity to the maximum permissible extent for assessment credits, and having paid all related fees pertaining to work done on the Property;

  (iii) free and clear of all liens, charges and encumbrances arising from this Agreement or its operations hereunder,

  (iv) in a safe and orderly condition,

  (v) in a condition which is in compliance with all applicable rules and orders of Governmental Entities with respect to reclamation and restoration of the surface to the Property; and

(b) if the Option is to be terminated on or after July 1 of any year, the Company will pay all claim maintenance fees, recording fees, and property taxes, if any, due for that current year;

(c) deliver to the Owner, within 90 calendar days of termination, a report on all work carried out by the Company on the Property, copies of all assessment reports or filings, together with copies of all maps, drill-hole logs and sections, assay results and original assay certificates, reports (including interpretations thereof) and all other information compiled or prepared by or on behalf of the Company with respect to work on or with respect to the Property, and make available to the Owner (at the place of storage) all core, samples and sample pulps and rejects;

(d) unless otherwise agreed by the Owner, remove from the Property within six months of the effective date of termination all materials, equipment and facilities erected, installed or brought upon the Property by or at the instance of the Company;

(e) deliver to the Owner a duly executed quitclaim of all right, title and Interest of the Company in and to the Property in favor of the Owner; and

(f) if the Company holds any AMI Interest in its own name, the Company will transfer that Interest to the Owner.

9. <u>FORCE MAJEURE AND DELAYS</u>

9.1 If (i) the Company should be delayed in or prevented from undertaking work on the Property or performing any of the terms, covenants or conditions of this Agreement by reason of a cause beyond its control, whether or not foreseeable, excluding lack of funds but including fires, floods, earthquakes, subsidence, ground collapse or landslides, interruptions or delays in transportation or power supplies, strikes, lockouts or other labour disruptions, wars, acts of God, health epidemics or pandemics, government regulation (including restrictions on travel and work during a pandemic) or interference or the inability to secure on reasonable terms any private or public permits or authorizations, including those from Governmental Entities or indigenous or local persons, unusually harsh or adverse weather conditions, or (ii) there are any disputes as to ownership or title to any part of the Property or to the minerals therein which cause the Company, in its reasonable opinion, to stop making Option Price payments, then any such failure on the part of the Company to so perform shall not be deemed to be a breach of this Agreement and the time within which the Company is obliged to comply with any such term, covenant or condition of this Agreement shall be extended by the total period of all such delays or title disputes up to a maximum period of eighteen (18) months. In order that the provisions of this Section may become operative, the Company shall give notice in writing to the Owner, forthwith and for each new cause of delay or prevention and shall set out in such notice particulars of the cause thereof, and

the day upon which the same arose, and shall take all reasonable steps to remove the cause of such delay or prevention, and shall give like notice forthwith following the date that such cause ceased to subsist.

9.2 During any period of force majeure pursuant to section 9.1, the Company will continue to ensure the claims comprising the Property, and any property taxes if applicable, remain in good standing, the costs of which will constitute Expenditures hereunder.

10. ASSIGNMENT

10.1 This Agreement may be transferred by the Company to such transferee as agrees to abide by and be bound by the terms of this Agreement in the same manner and to the same effect as if an original signatory hereto on the condition that the Owner provides written approval of the transfer in advance, which the Owner. The Company acknowledges that the claims must be held by an entity able to conduct a mining business in New Brunswick.

11. NOTICES

11.1 Any notice, direction or other instrument required or permitted to be given under this Agreement will be in writing and may be given by the delivery of the same or by mailing the same by prepaid registered or certified mail or by sending the same by e-mail or other similar form of communication, in each case addressed to the address first listed above or the following e-mail addresses:

the Owner:

Mr. Patrick Cruickshank
Email: patrick@fiddleheadmining.com

the Company:

Mr. Charles MaLette
Email: *bud@stevensgold.com*

11.2 Any notice, direction or other instrument will:

(a) if hand delivered to the respective representative listed above, be deemed to have been given and received on the day it was delivered;

(b) if mailed, be sent via trackable method and deemed to have been given and received on the delivery date indicated by the mail carrier, except in the event of disruption of the postal service in which event notice will be deemed to be received only when actually received; and

(c) if sent by email or other similar form of communication, be deemed to have been received upon receipt if sent during normal business hours in the jurisdiction of the receiving party, otherwise the next business day.

11.3 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 purposes of giving notice hereunder.

12. GENERAL

12.1 Each Party will be responsible for its respective costs incurred in connection with the preparation, execution and approval of this Agreement.

12.2 The Parties will execute such further and other documents and do such further and other things as may be necessary or convenient to carry out and give effect to the intent of this Agreement.

12.3 All payments to be made to any Party hereunder may be made by cheque or bank draft mailed or delivered to such Party at its address for notice purposes as provided herein, or sent by wire transfer or

deposited for the account of such Party at such bank or banks as such Party may designate from time to time by notice to the paying Party.

12.4 This Agreement will endure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

12.5 This Agreement shall constitute the entire agreement between the Parties and replaces and supersedes all prior agreements, arrangements, negotiations and representations, whether oral or written, express or implied, statutory or otherwise between the Parties with respect to the subject matter herein.

12.6 This Agreement will be governed by and construed according to the laws of New Brunswick.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first above written.

FIDDLEHEAD MINING CORP.
by its authorized signatory:

"Patrick Cruickshank"
____

STEVENS GOLD NEVADA INC.
by its authorized signatory:

"Charles MaLette"
____

SCHEDULE "A"

Description of the Nine Mile Brook Property

Block	Name	Issue Date	Expiry Date	Number of Claims	Area (hectares)	Claims
1761	Nine Mile Brook	May 16 / 1984	May 16 / 2022	3	66	1422005I, 1422005P, 1422006A
7745	Nine Mile North	May 24 / 2016	May 24 / 2022	25	550	1422005J, 1422005K, 1422005N, 1422005O, 1422006B, 1422006C, 422006D, 1422006E, 1422006F, 1422006G, 1422006H, 1422006I, 1422006J, 1422006K, 1422006N, 1422006O, 1422006P, 1422016A, 1423095L, 1423095M, 1423096D, 1423096E, 1423096F, 1423096K, 1423096L
9273	Nine Mile Brook North	Sept. 16 / 2019	Sept. 16 / 2021	30	660	1422007A, 1422007B, 1422007C, 1422007F, 1422007G, 1422007H, 1422007I, 1422007J, 1422007K, 1422007O, 1422007P, 1422008A, 1422008H, 1423096M, 1423096N, 1423097C, 1423097D, 1423097E, 1423097J, 1423097K, 1423097L, 1423097M, 1423097N, 1423097O, 1423098B, 1423098C, 1423098D, 1423098E, 1423098F, 1423098G
9274	Nine Mile Brook North Extension	Sept. 17 / 2019	Sept. 17 / 2021	11	242	1422008G, 1422008I, 1422008P, 1423098J, 1423098K, 1423098L, 1423098M, 1423098N, 1423098O, 1423099B, 1423099C
9689	Swamp Lake	Sept. 21 / 2020	Sept. 21 / 2021	10	220	1422005C, 1422005D, 1422005E, 1422005F, 1422005L, 1422005M, 1422015A, 1422015G, 1422015H, 1422015I
9912	Muddy Lake West	March 5 / 2021	March 5 / 2022	6	132	1422014N, 1422014O, 1422014P, 1422015B, 1422015C, 1422015D
9915	Nine Mile Brook West	March 7 / 2021	March 7 / 2022	8	176	1423095A, 1423095B, 1423095G, 1423095H, 1423095I, 1423095J, 1423095O, 1423095P

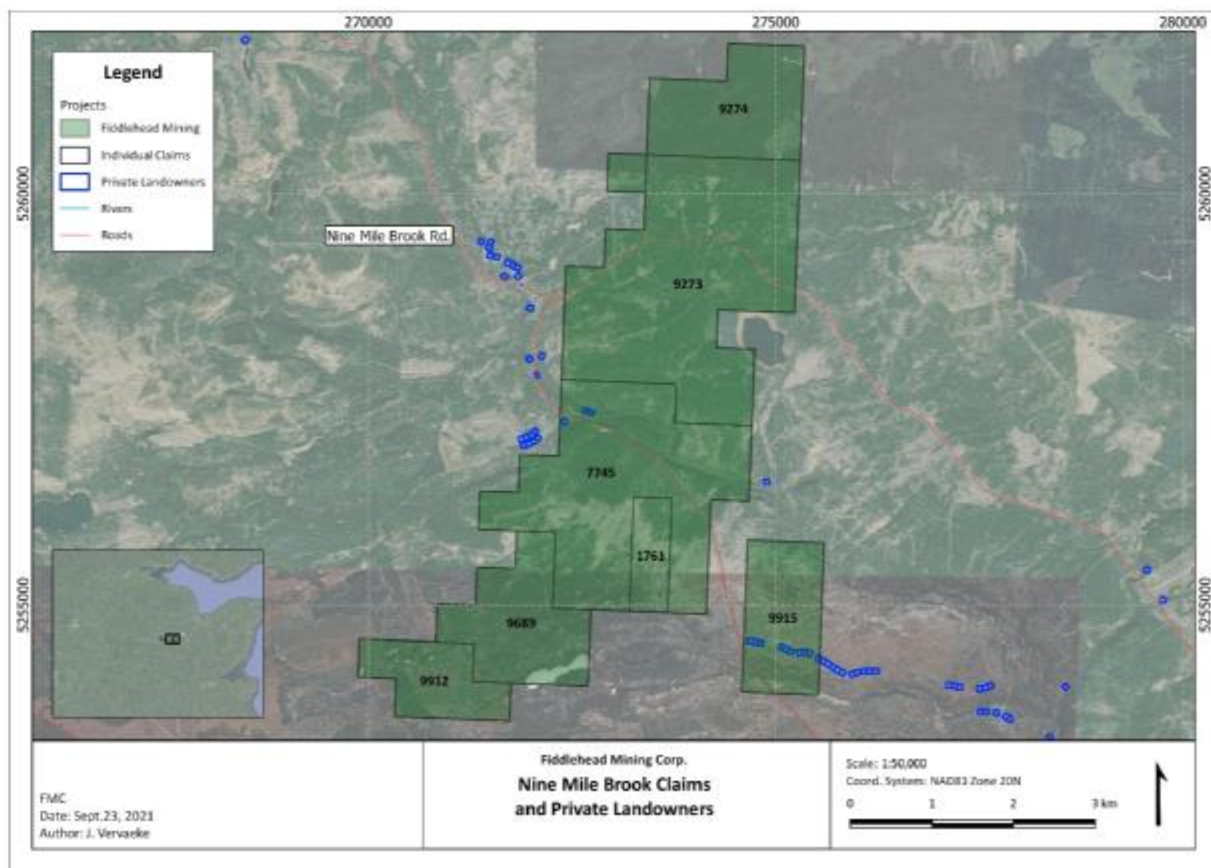

Figure 3: Nine Mile Brook Claims and Private Land

Royalties

The Property is subject to the following Royalties:

Nine Mile Brook	
Claim Block	Royalty
1761 7745	2% NSR: George Willet et al. (1%) and FMC (1%) FMC has ROFR to buy 1st ½ of 1% NSR for $1M before positive feasibility study FMC has ROFR to buy 2nd ½ of 1% NSR for $1M before commercial production
9273 9274	3% NSR - George Willet et al. (.5%) and FMC (2.5%) FMC has ROFR to buy 0.5% NSR at FMV before commercial production
9689	3% NSR Richard Mann (2%) and FMC (1%) FMC has ROFR to buy 1st 1% of 2% NSR for $1M before commercial production

	FMC has ROFR to buy 2nd 1% of 2% NSR at FMV before commercial production
9912 9915	3% NSR - Red Draw Mining Corp. (2%) and FMC (1%) FMC has ROFR to buy ½ of 1% of 2% NSR for $1M before feasibility study FMC has ROFR to buy remainder of 2% NSR for $5M before commercial production

Schedule “C”

Royalties

Canoe Landing Lake West	
Claim Block	Royalty
9410	3% NSR - Red Draw Mining Corp. (2%) and FMC (1%) FMC has ROFR to buy ½ of 1% of 2% NSR for $1M before feasibility study FMC has ROFR to buy remainder of 2% NSR for $5M before commercial production

Nine Mile Brook	
Claim Block	Royalty
1761 7745	2% NSR: George Willet et al. (1%) and FMC (1%) FMC has ROFR to buy 1st ½ of 1% NSR for $1M before positive feasibility study FMC has ROFR to buy 2nd ½ of 1% NSR for $1M before commercial production
9273 9274	3% NSR - George Willet et al. (.5%) and FMC (2.5%) FMC has ROFR to buy 0.5% NSR at FMV before commercial production
9689	3% NSR Richard Mann (2%) and FMC (1%) FMC has ROFR to buy 1st 1% of 2% NSR for $1M before commercial production FMC has ROFR to buy 2nd 1% of 2% NSR at FMV before commercial production
9912 9915	3% NSR - Red Draw Mining Corp. (2%) and FMC (1%) FMC has ROFR to buy ½ of 1% of 2% NSR for $1M before feasibility study FMC has ROFR to buy remainder of 2% NSR for $5M before commercial production