

## **PROPERTY OPTION AGREEMENT**

**Dated Effective October 30, 2017**

**BETWEEN**

**Straightup Resources Inc. (the "Optionee")  
#200, 551 Howe Street Vancouver, BC V6C 2C2**

**- And -**

**Rich River Exploration Ltd. and Craig A. Lynes (collectively, the "Optionors")**

**#58, 3350 10<sup>th</sup> Avenue N.E., Salmon Arm, BC V0E 1J6**

### **Re: Property Option Agreement – Hi-Mars Project**

This letter is written further to our earlier discussions and outlines the terms of a property option agreement (the "**Agreement**") between the Optionors and the Optionee with respect to the Hi-Mars Project (the "**Hi-Mars Property**" or the "**Property**").

#### **1. Representations**

1.1 The Optionors, represent as follows:

- (a) The Optionors are the beneficial and legal owners of an undivided 100% interest in the Hi-Mars Property, located near Powel River, British Columbia, in the Vancouver Mining Division, as more particularly described in Schedule A to this Agreement; and
- (b) Rich River Exploration Ltd. ("**Rich River**") is a company duly incorporated, organized and validly subsisting under the laws of British Columbia and has all the necessary corporate power and capacity to enter into this Agreement with respect to the Hi-Mars Property and to comply with the terms thereof.

Based on the above, the Optionors and the Optionee are prepared to enter into this Agreement respecting the Hi-Mars Property.

#### **2. Grant of Option and Consideration**

2.1 Upon the execution of and pursuant to this Agreement, the Optionors shall grant the right and option to earn an 100% undivided interest in the Hi-Mars Property (the "**Option**") to the Optionee, subject only to a 3% NSR Royalty (as defined below) on all base, rare earth elements and precious metals, as follows:

- (a) to acquire a 51% interest in the Property (the "**Stage 1 Interest**"), the Optionee shall pay \$5,000 to Rich River upon the execution and delivery of this Agreement by the parties (the "**Stage 1 Option Consideration**"); and
- (b) to acquire an additional 49% interest in the Property, the Optionee shall: (i) pay a total of \$155,000 to Rich River; (ii) issue a total of 600,000 common shares in the capital of the Optionee to Rich River; and (iii) complete \$600,000 worth of exploration expenditures on the Hi-Mars Property (collectively, the "**Stage 2 Option Consideration**"; together with the Stage 1 Option Consideration, the "**Option Consideration**"), as set out below:
  - (i) the Optionee shall issue the common share portion of the Stage 2 Option Consideration to Rich River as follows:
    - (A) 100,000 common shares upon the closing of the initial public offering of the Optionee's common shares;
    - (B) 100,000 common shares on or before the first anniversary of the listing of the Optionee's common shares on the Canadian Securities Exchange (the "**Exchange**");
    - (C) 100,000 common shares on or before the second anniversary of the listing of the Optionee's common shares on the Exchange; and
    - (D) 100,000 common shares on or before the third anniversary of the listing of the Optionee's common shares on the Exchange;
    - (E) 200,000 common shares on or before the fourth anniversary of the listing of the Optionee's common shares on the Exchange;
  - (ii) the Optionee shall pay the cash portion of the Stage 2 Option Consideration to Rich River as follows:
    - (A) \$25,000 on or before the second anniversary of the listing of the Optionee's common shares on the Exchange;
    - (B) \$30,000 on or before the third anniversary of the listing of the Optionee's common shares on the Exchange; and
    - (C) \$100,000 on or before the fourth anniversary of the listing of the Optionee's common shares on the Exchange; and
  - (iii) the Optionee shall make the required Stage 2 Option Consideration exploration expenditures on the Hi-Mars Property according to the following schedule:

- (A) \$200,000 on or before the second anniversary of the listing of the Optionee's common shares on the Exchange;
- (B) \$100,000 on or before the third anniversary of the listing of the Optionee's common shares on the Exchange; and
- (C) \$300,000 on or before the fourth anniversary of the listing of the Optionee's common shares on the Exchange.

2.2 This Agreement confers an option only. Once the Optionee has paid the Option Consideration in full, then it shall be deemed to have earned an 100% undivided interest in the Hi-Mars Property, subject to a 3% NSR Royalty on all base, rare earth elements and precious metals.

### **3. Net Smelter Royalty**

3.1 A Net Smelter Returns Royalty in the aggregate amount of 3% (the "**NSR Royalty**") is payable to the Optionors on all base, rare earth elements and precious metals, as more particularly described in Schedule B to this Agreement.

3.2 The Optionee may purchase the first 1% of the NSR Royalty for \$750,000. The Optionee may purchase the remaining 2% of the NSR Royalty for an additional \$1,000,000.

### **4. Operator**

4.1 The Optionee, or its designate, shall be the operator of the Hi-Mars Property during the term of the Agreement. Rich River shall be the primary exploration contractor when possible.

### **5. Assessment Work**

5.1 In order to keep the claims comprising the Hi-Mars Property in good standing, the Optionee shall pay or cause to be paid any rates, taxes, duties, royalties, assessments or fees levied with respect to the Hi-Mars Property or the Optionee's operations thereon. Without limiting the generality of the foregoing, during the duration of the Option and after the earn-in of the Stage 1 Interest by the Optionee, the Optionors shall have a free-carried interest equal to 51% in the Property. The Optionee shall apply and pay for assessment credits for the mineral claims comprising the Hi-Mars Property for all work and expenditures conducted on all or any part of the Property.

### **6. Underlying Interests**

6.1 The Optionors warrant that no undisclosed underlying royalty interest or such other undisclosed obligation exists on the Hi-Mars Property.

## **7. Area of Interest**

7.1 If, after the effective date of this Agreement, any of the parties to this Agreement stakes or acquires, directly or indirectly, an interest or right in a mineral claim located within three (3) kilometres of the boundaries of the Hi-Mars Property as it was constituted at the effective date of this Agreement, or at the date of any amendments thereto, that interest or right shall be deemed to form part of the Property and shall be subject to this Agreement.

## **8. Access to Information**

8.1 Throughout the term of the Agreement, the Optionee shall supply the Optionors with a yearly report detailing all works carried out on the Property. In addition, the Optionee shall supply the Optionors with copies of any geological or geophysical reports prepared in respect of the Hi-Mars Property within two weeks of receiving same.

## **9. Default**

9.1 If at any time the Optionee does not incur the required exploration expenditures, make any cash payment or issue common shares in accordance with Section 2.1 hereof, then (i) this Agreement and the Option shall automatically terminate (without notice of default or termination from the Optionors), if the aforesaid breach is not cured within 14 days after the time provided for the performance of same in Section 2.1 hereof; and (ii) the Optionee shall immediately transfer all of its right, title and interest in and to the Property (including without limitation the Stage 1 Interest) free and clear of all liens, charges, encumbrances and claims back to the Optionors.

9.2 Notwithstanding any other provision of this Agreement, if the Optionors, acting in good faith, have commercially reasonable grounds to believe that the prospect of payment or performance of the Stage 2 Option Consideration is, or is about to be, impaired or that the Property is, or is about to be, placed in jeopardy, the Optionors shall have the right to repurchase the Stage 1 Interest, free and clear of all liens, charges, encumbrances and claims, for \$5,000.

## **10. Termination**

10.1 The Optionee may terminate this Agreement by filing notice thereof by letter to the Optionors at the above address; provided that the Property shall have sufficient assessment credits recorded against it at the date of such termination to keep it in good standing for a minimum of two years from the date of termination.

## **11. Transfer of Property**

11.1 Once the Optionee has made the required payments, expenditures and share issuances comprising the Option Consideration, the Optionors shall forthwith transfer 100% legal and beneficial interest in the Hi-Mars Property, subject only to the NSR Royalty that shall run with the Hi-Mars Property and constitute a direct real interest therein.

## **12. Abandonment of Claims**

12.1 The Optionee may abandon any portion of the Property by transferring same to the Optionors, upon two weeks' written notice. Any claims so abandoned shall be in good standing for at least two years from the date title is transferred to the Optionors.

## **13. General**

13.1 This Agreement shall supersede and replace any other agreement or arrangement, whether oral or written, hereunto before existing between the parties in respect of the subject matter of this Agreement.

13.2 This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns. During the term of this Agreement, the rights and interests of the Optionee hereunder shall be assignable by the Optionee or its assigns.

13.3 The parties shall promptly execute or cause to be executed all documents, deeds, conveyances and other instruments of further assurance and do such further and other acts which may be reasonably necessary or advisable to carry out fully and effectively the intent and purpose of this Agreement or to record wherever appropriate the respective interests from time to time of the parties in the Property.

13.4 If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions hereof shall not be affected or impaired thereby.

13.5 This Agreement shall be governed by and construed in accordance with the laws of British Columbia, Canada.

13.6 Nothing in this Agreement or in the relationship of the parties shall be construed as in any sense creating a partnership between the parties or as giving to any party any of the rights, or subjecting any party to any of the creditors, of the other party.

13.7 Time shall be of the essence of this Agreement.

13.8 If required under policy, this Agreement shall be subject to the approval of the Exchange. Both the Optionors and the Optionee agree to file documents in a timely manner and to take such steps as are necessary to expedite approval by the Exchange.

13.9 This Agreement may be executed in several parts in the same form and by facsimile and such parts as so executed shall together constitute one original document, and such parts, if more than one, shall be read together and construed as if all the signing parties had executed one copy of the said Agreement.

ACCEPTED AND AGREED effective as of the 30th day of October, 2017

**STRAIGHTUP RESOURCES INC.**

Per: "Matthew Coltura"  
Authorized Signatory

**RICH RIVER EXPLORATION LTD.**

Per: "Craig A. Lynes"  
Authorized signatory

"Craig A. Lynes"  
**CRAIG A. LYNES**

**SCHEDULE A**

**THE HI-MARS PROPERTY**

SCHEDULE A

THE HI MARS COPPER- MOLY PROPERTY

LOCATION: Near Powell River, British Columbia

Comprised of 11 (Eleven), B.C. MTO Located Mineral Claims

<u>Title Number</u>	<u>Claim Name</u>	<u>Owner</u>	<u>Title Type</u>	<u>Map Number</u>	<u>Good To Date</u>	<u>Status</u>	<u>Area (ha)</u>
<u>047503</u>	RED METAL RIDGE	<u>116233</u> 100%	Mineral	<u>092F</u>	2018/MAY/29	GOOD	83.14
<u>1047504</u>	COPPER HEAD ROAD	<u>116233</u> 100%	Mineral	<u>092F</u>	2018/MAY/29	GOOD	20.79
<u>1054941</u>	MARS-CUMO 1	<u>116233</u> 100%	Mineral	<u>092F</u>	2018/SEP/14	GOOD	41.58
<u>1054942</u>	MARS-CUMO 2	<u>116233</u> 100%	Mineral	<u>092F</u>	2018/SEP/14	GOOD	41.59
<u>1054943</u>	MARS-CUMO 3	<u>116233</u> 100%	Mineral	<u>092F</u>	2018/SEP/14	GOOD	41.56
<u>1055395</u>	HI MARS	<u>116233</u> 100%	Mineral	<u>092F</u>	2018/OCT/05	GOOD	1226.63
<u>1055427</u>		<u>116233</u> 100%	Mineral	<u>092F</u>	2018/OCT/07	GOOD	20.79
<u>1055602</u>	HI MARS III	<u>116233</u> 100%	Mineral	<u>092F</u>	2018/OCT/17	GOOD	83.16
<u>1055608</u>	EAST COPPER ROAD	<u>116233</u> 100%	Mineral	<u>092F</u>	2018/OCT/17	GOOD	41.59
<u>1055609</u>	MARY V COPPER	<u>116233</u> 100%	Mineral	<u>092F</u>	2018/OCT/17	GOOD	124.81
<u>1055725</u>	NORTH OF MARS	<u>116233</u> 100%	Mineral	<u>092F</u>	2018/OCT/23	GOOD	62.36



## SCHEDULE B

### NSR -- NET SMELTER RETURNS ROYALTY

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

- (a) "**Commencement of Commercial Production**" shall mean:
  - (i) 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
  - (ii) 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;
- (b) "**Net Smelter Returns**" shall mean the gross proceeds received by the Optionee in any year from the sale of Product (as defined below) from mining operations on the Property, less successively:
  - (i) the cost of transportation of such Product to a smelter or other place of treatment, and
  - (ii) smelter and treatment charges;
- (c) "**Ore**" shall mean any material containing a mineral or minerals of commercial economic value mined from the Property; and
- (d) "**Product**" shall mean Ore mined from the Property and any concentrates or other materials or products derived therefrom, but if any such Ore, concentrates or other materials or products are further treated as part of the mining operation in respect of the Property, such Ore, concentrates or other materials or products shall not be considered to be Product until after they have been so treated.

2. For the purposes of calculating the amount of NSR payable to the Optionors hereunder, if, after the Commencement of Commercial Production, the Optionee sells any Product to one of its subsidiaries or affiliates, and if the sale price of such Product is not negotiated on an arm's-length basis, the Optionee shall for the purposes of calculating the NSR, only and notwithstanding the actual amount of such sale price, add to the proceeds from the sale of such Product an amount which would be sufficient to make such sale price represent a reasonable net sale price for such Product as if negotiated at arm's length and after taking into account all pertinent circumstances including, without limitation, the current market conditions relating to Ore, concentrates or products similar to such Product.

3. The Optionee shall by notice inform the Optionors of the quantum of such reasonable net sale price and, if the Optionors do not object thereto, within 60 days after receipt of such notice, said quantum shall be final and binding for the purposes of this Agreement.
4. The Optionee may remove reasonable quantities of Ore and rock from the Property for the purpose of bulk sampling and of testing, and there shall be no NSR payable to the Optionors with respect thereto unless revenues are derived therefrom.
5. The Optionees shall have the right to commingle with ores from the Property, ore produced from other properties, provided that prior to such commingling, the Optionee shall adopt and employ reasonable practices and procedures for weighing, determination of moisture content, sampling and assaying, as well as utilize reasonable accurate recovery factors in order to determine the amounts of products derived from, or attributable to Ore mined and produced from the Property. The Optionee shall maintain accurate records of the results of such sampling, weighing and analysis as pertaining to ore mined and produced from the Hi-Mars Property.
6. Instalments of the NSR payable shall be paid by the Optionee to the Optionors immediately upon the receipt by the Optionee 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.
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 Optionee relating to operations on the Property and the statement of operations, which shall include the statement of calculation of the NSR for the year last completed, shall be audited by the auditors of the Optionee at its expense. The Optionors 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 underpayment of the NSR by the Optionee during the year, the amount thereof shall be paid to the Optionor forthwith after determination thereof.
9. The Optionee 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 Optionors or their 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 the NSR payments to be made by the Optionee to the Optionors pursuant hereto. The Optionors shall have the right to have such accounts audited by independent auditors at its own expense once each fiscal year.