

**HORIZON PROPERTY
PURCHASE AND SALE AGREEMENT**

BETWEEN

NORTH AMERICAN EXPLORATION LTD.

AND

GOLDSEEK RESOURCES INC.

FEBRUARY 22, 2019

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**HORIZON PROPERTY
PURCHASE AND SALE AGREEMENT**

THIS AGREEMENT, dated effective February 22, 2019, is made

BETWEEN:

NORTH AMERICAN EXPLORATION LTD. (“**NORTH AMERICAN**”), a corporation with an address at 68 Westbrook Drive, RR#5, Komoka, Ontario, N0L 1R0;

(the “**Seller**”)

AND:

GOLDSEEK RESOURCES INC., a company existing under the laws of the Province of British Columbia

(the “**Purchaser**”)

WHEREAS:

- A. The Seller is the legal and beneficial owners of a 100% right, title and interest in and to the Horizon Property (as hereinafter defined) located near the Township of Wabikoba Lake Area, the Province of Ontario.
- B. The Seller has agreed to sell, transfer and assign to the Purchaser and the Purchaser has agreed to purchase and acquire from the Seller, the Sellers’ legal and beneficial right, title and interest in and to the Horizon Property and other assets related to the Horizon Property subject to and in accordance with the terms and conditions as hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual agreements and covenants herein contained (the receipt and adequacy of which consideration is hereby mutually admitted by each party), the parties hereby covenant and agree as follows:

**SECTION 1
INTERPRETATION**

1.1 Definitions

In this Agreement the following words and phrases will have the meanings set forth after each:

“**Affiliate**” of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, where “**control**” means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities or otherwise;

“**Agreement**” means this Horizon Property purchase and sale agreement and all attached schedules, in each case as may be supplemented, amended, restated or replaced from time to time;

“**Applicable Laws**” means any federal, provincial, state, local or municipal statute, law (including common law), ordinance, rule having the force of law, regulation, by-law or order of any Governmental Authority or rule or policy of any stock exchange or securities commission that applies in whole or in part to a party;

“Horizon Property” means the mineral claims, as more particularly described in Schedule “A”, and any part or parts thereof, together with the surface rights, mineral rights, personal property and permits associated therewith, and shall include any renewal thereof and any other form of successor or substitute title thereto;

“Business Day” means any calendar day other than a Saturday or Sunday or any day that is a civic holiday in Toronto, Ontario;

“Closing” means the completion of the transfer and assignment of the Purchased Assets by the Seller to the Purchaser and the completion of all other transactions contemplated by this Agreement;

“Closing Date” means the date that is five (5) Business Days after the last of the conditions of Closing set out in Sections 6.1 and 7.1 has been satisfied or waived (other than the conditions to be satisfied on Closing);

“Closing Time” means 2:00 p.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the parties may agree in writing that the Closing shall take place;

“Consideration Shares” means that number of Purchaser Shares to be issued by the Purchaser in the names of the Seller (or as the Seller may otherwise direct in writing), to satisfy payment of the Purchase Price;

“Encumbrances” means any encumbrance of any kind whatsoever (registered or unregistered) and whether contingent or otherwise and includes a security interest, mortgage, easement, encroachment, adverse claim, restrictive covenant, title retention agreement, option or privilege, lien, hypothec, pledge, hypothecation, assignment, charge, security or security interest;

“Governmental Authority” means any federal, provincial, state, territorial, municipal or local governmental regulatory or administrative authority, tribunal, court, commission (including a securities commission) or any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or any court, tribunal, judicial or arbitral body, or any stock exchange or securities commission, having jurisdiction;

“Losses” in respect of any matter, means any and all costs, expenses, penalties, fines, losses, damages, liabilities and deficiencies (including all amounts paid in settlement, all interest and penalties and all legal and other professional fees and disbursements, including those reasonably incurred in defending any claim) arising directly or indirectly as a consequence of such matter;

“Minerals” means all marketable naturally occurring metallic and non-metallic minerals or mineral-bearing material in whatever form or state (other than natural gas and petroleum), including, without limitation, any precious metal, any base metal, coal, diamonds, salt and rock, sand, gravel or aggregate, that is mined, extracted, removed, produced or otherwise recovered from the Horizon Property, whether in the form of ore, doré, concentrates, refined metals or any other beneficiated or derivative products thereof, and including any such minerals or mineral-bearing materials or products derived from any processing or reprocessing of any tailings, waste rock or other waste products originally derived from the Horizon Property;

“Net Smelter Returns” means Gross Proceeds minus Allowable Deductions, as such terms are defined in Schedule “B”;

“NSR Royalty” has the meaning attributed to that term in Section 4.5;

“**Person**” includes an individual, corporation, body corporate, partnership, joint venture, association, trust or unincorporated organization, Governmental Authority, or any trustee, executor, administrator or other legal representative thereof;

“**Processor**” means, collectively, any mill, smelter, refinery or other processor of the Minerals that processes any Minerals to the final product stage before sale or other disposition;

“**Production**” means either (i) the quantity of refined gold, silver, lead or zinc that is outturned by a Processor during a calendar month, or (ii) the recoverable and saleable quantity of gold, silver, lead or zinc contained in Minerals derived from operating the Horizon Property as a mine to which has been applied the least number of treatments or processes necessary to render the Minerals into a substance or state for which there is a commercially significant market of arm’s length sales or purchases between unrelated parties;

“**Products**” means all Minerals mined, executed, extracted, recovered in soluble solution or otherwise recovered or produced from the Minerals and all concentrates and other Mineral products, metals or Minerals which are derived therefrom, whether on or off the Horizon Property, and includes for greater certainty all Production;

“**Property Records**” means all data related to the Horizon Property in the possession of the Seller, including all digital data and paper form of information related to the Horizon Property and not limited to but including maps, surveys, section drawings, plots, assays, drilling results, geophysical, geological, geochemical, geotechnical, metallurgical, underground workings information, mining records and for greater certainty any and all information related to the Horizon Property in the possession of the Seller, including all historical maps, sections, drawings surface or underground, assays, drill results and any recent exploration results including geophysical, geochemical and geological information;

“**Purchase Price**” has the meaning attributed to that term in Section 4.2;

“**Purchased Assets**” means collectively, the Horizon Property and the Property Records;

“**Purchaser Disclosure Record**” means (i) any statement contained in any press release, material change report, financial statement, technical report prepared in accordance with National Instrument 43-101 – *Standards of Disclosure for Mineral Projects* of the Canadian Securities Administrators, annual information form, annual or interim report, proxy circular or other document of the Purchaser (including documents and information incorporated by reference) which has been or is publicly disseminated by or with the consent of the Purchaser, whether pursuant to Applicable Laws or otherwise, and which has been filed on SEDAR during the three year period prior to the date hereof, and (ii) any information which appears on the Purchaser’s website.

“**Purchaser Shares**” means common shares in the authorized share structure of the Purchaser;

“**Securities Laws**” has the meaning attributed to that term in Section 3.1(f); and

“**Tax Act**” means the *Income Tax Act* of Canada in effect on the date of this Agreement.

1.2 Interpretation

For the purpose of this Agreement, except as otherwise expressly provided herein:

- (a) all references in this Agreement to a designated “**Section**”, “**paragraph**”, “**subparagraph**” or other subdivision, or to a Schedule, is to the designated Section,

paragraph, subparagraph or other subdivision of or Schedule to this Agreement, unless otherwise specifically stated;

- (b) the words “**herein**”, “**hereof**” and “**hereunder**” and other words of similar import refer to this Agreement as a whole and not to any particular Section, paragraph, subparagraph or other subdivision or Schedule;
- (c) the word “**or**” is not exclusive and the word “**including**” is not limiting (whether or not non-limiting language such as “**without limitation**” or “**but not limited to**” or other words of similar import is used with reference thereto);
- (d) the headings to the sections of this Agreement are inserted for convenience only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;
- (e) the language in all parts of this Agreement will in all cases be construed as a whole and neither strictly for nor strictly against any of the parties;
- (f) all references to money in this Agreement are or will be to money in lawful money of Canada;
- (g) all references to “**arm’s length**” in this Agreement have the meaning given to such term in the *Income Tax Act* (Canada); and
- (h) unless otherwise specified, time periods within or following which a payment is to be made or other action is to be taken under this Agreement shall be calculated by excluding the day on which the period commences and including the day on which the period ends. Whenever any payment is to be made or an action is to be taken on a day that is not a Business Day, such payment shall be made or action taken on the next following Business Day.

SECTION 2 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE SELLER

2.1 Representations and Warranties

As an inducement to the Purchaser, and with the knowledge and intention that the Purchaser will rely thereon in entering into and consummating the transactions contemplated in this Agreement, the Seller hereby represent and warrant to the Purchaser as follows:

- (a) Organization and Good Standing. North American (the “**Corporate Seller**”) is a corporation duly incorporated, organized and validly existing and in good standing under the laws of the Province of Ontario and has the corporate power and capacity to carry on its business as presently conducted and to own or lease its assets. The Corporate Seller is duly qualified, authorized or licensed and is in good standing under the laws of (i) Ontario, (ii) each jurisdiction in which it conducts its business or owns leases or has a right, title or interest in and to Purchased Assets, and (iii) each other jurisdiction in which the conduct of its business or the ownership of its properties requires such qualification, authorization or licence;
- (b) Proceedings. No proceedings have been taken or authorized by the Seller or, to the Sellers’ knowledge, by any other Person, with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of of the Seller, or with respect to the amalgamation,

merger, consolidation, arrangement or reorganization relating to the Corporate Seller or any of their shares;

- (c) Authority. The Seller has due and sufficient right, authority and capacity to enter into this Agreement on the terms and conditions herein set forth and to transfer and assign legal and beneficial right, title and interest in and to the Purchased Assets and to perform their respective obligations hereunder. The execution and delivery of this Agreement has been duly authorized by all necessary corporate action on the part of the Corporate Seller;
- (d) Agreement Valid. This Agreement constitutes a valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms. The Seller is not a party to, bound by or subject to any indenture, mortgage, lease, agreement, instrument, statute, regulation, order, judgment, decree or law which would be violated, contravened or breached by or under which any default would occur as a result of the execution and delivery by the Seller of this Agreement or the performance by the Seller of any of the terms thereof;
- (e) Consents and Approvals. No consent, approval, order, authorization, registration or declaration of, or filing with, any Governmental Authority or other Person is required by the Seller in connection with:
 - (i) the Closing; and
 - (ii) the observance and performance by the Seller of their obligations under this Agreement;
- (f) Rights. Other than the Purchaser, no Person has or will have any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement for the purchase or other acquisition from the Seller of their interest in the Purchased Assets;
- (g) Right and Title to Assets. The Seller is the beneficial and legal owner of a 100% undivided interest in the Purchased Assets. The Seller holds the Purchased Assets free and clear of all Encumbrances. The Seller has, and at the Closing Time will have, full legal right, power and authority to sell, assign and transfer its right, title and interest in and to the Purchased Assets to the Purchaser on the basis contemplated herein;
- (h) Permits and Leases. The Seller holds all licenses issued by a Governmental Authority which are necessary in connection with the ownership of the Horizon Property and there are no other licenses, authorizations or permits which are required to own and operate the Horizon Property in the manner which they are currently owned and operated by the Seller. During the three year period preceding the date hereof, the Seller has not received any notice of default or termination under any mining claims, leases or permits relating to the Horizon Property and, to the knowledge of the Seller, there exists no state of facts which after notice or lapse of time or both would constitute such a material default or would give rise to a right of termination, revocation, suspension, cancellation, prevent the renewal of or limit any mining claims, lease or permits comprising the Horizon Property;
- (i) Horizon Property. The Horizon Property is described in Schedule "A" and is presently in good standing under the laws of the Province of Ontario. All amounts required to be paid to Governmental Authorities to keep the Horizon Property in good standing to the Closing Time have been paid. All work commitments or payments in lieu therefor required under all Applicable Laws of the Province of Ontario in connection with the Horizon Property

have been satisfied or paid by the Seller, all work conducted on the Horizon Property by the Seller has been filed for assessment under all Applicable Laws of the Province of Ontario, and without limiting the generality of the foregoing, the Horizon Property is in good standing until the “**Expiry Dates**” set forth in Schedule “A”;

- (j) Activities. During the three year period prior to the date hereof, no Person has initiated in writing to the Seller or, to the actual knowledge of the Seller, threatened any proceedings for actions taken or not taken on, or in connection with, past or present activities of the Seller or any Affiliate thereof in respect of the Purchased Assets;
- (k) Compliance with Law. The Sellers’ ownership of the Purchased Assets is in compliance in all respects with, and is not in default or violation in any respect under, and the Seller has not been charged with or received any notice at any time of any violation of, any Applicable Law in connection with the Sellers’ ownership of the Purchased Assets;
- (l) Litigation. The Seller has not received any notice of and there are no actions, suits or proceedings, judicial or administrative, pending or, to the knowledge of the Seller, threatened, by or against or affecting the Seller which relate to the Purchased Assets, at law or in equity, or before or by any court or any Governmental Authority, and the Seller is not aware of any ground upon which any such action, suit or proceeding might be commenced;
- (m) Adverse Claim. There is no adverse claim or challenge against or to the Sellers’ ownership of the Purchased Assets nor, to the knowledge of the Seller, is there any basis therefor;
- (n) Environmental Matters. There are no outstanding orders or directions relating to environmental matters requiring any work, repairs, construction or expenditures with respect to the Horizon Property and the conduct of operations related thereto, and the Seller has not received any notice of the same, and the Seller is not aware of any basis on which any such orders or directions could be made;
- (o) Completeness of Disclosure. The Seller has, to their knowledge, made available to the Purchaser all information in the possession or control of the Seller or any of its Affiliates relating exclusively to the Purchased Assets, and in particular, the Seller has, to their knowledge, made available all information in the possession or control of the Seller in respect of material liabilities relating to the Purchased Assets. The Seller has no information or knowledge of any facts pertaining to the Horizon Property that, if known by the Purchaser, might reasonably be expected to deter the Purchaser from completing the transactions contemplated hereby;
- (p) Residency. The Seller is not a non-resident of Canada for the purposes of the Tax Act; and
- (q) Royalty Contracts. Subject to the rights of the Purchaser to acquire the Horizon Property under this Agreement, the Seller has the exclusive right to receive 100% of the proceeds from the sale of Minerals and Products from the Horizon Property. No Person has any right to receive any royalty or other fee or payment in the nature of rent or royalty in connection with the operation of, or Production from, the Horizon Property and materials removed from the Horizon Property or is entitled to take such Minerals or Products in kind;

and the Seller covenant, represent and warrant with and in favour of the Purchaser that all of the representations and warranties set forth in this Section 2.1 will be true and correct on the Closing Dates as if made on that date.

2.2 Survival

The representations, warranties and covenants of the Seller contained in this Agreement will survive the Closing and the payment of the Purchase Price and, notwithstanding the Closing and the payment of the Purchase Price, will (except where otherwise specifically provided in this Agreement) survive the Closing and will continue in full force and effect for a period of twenty-four (24) months from the Closing Date.

SECTION 3 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PURCHASER

3.1 Representations and Warranties

As an inducement to the Seller, and with the knowledge and intention that the Seller will rely thereon in entering into and consummate the transactions contemplated in this Agreement, the Purchaser hereby represents and warrants to the Seller as follows:

- (a) Organization and Good Standing. The Purchaser is a corporation duly continued, organized and validly existing and is in good standing under the laws of the Province of British Columbia and has the corporate power and capacity to carry on its business as presently conducted and to own or lease its assets. The Purchaser is duly qualified, authorized or licensed and is in good standing under the laws of (i) each jurisdiction in which it conducts its business or owns leases or has a right, title or interest in and to real property, and (ii) each other jurisdiction in which the conduct of its business or the ownership of its properties requires such qualification, authorization or licence;
- (b) Proceedings. No proceedings have been taken or authorized by the Purchaser or, to the Purchaser's knowledge, by any other Person, with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of the Purchaser, or with respect to the amalgamation, merger, consolidation, arrangement or reorganization relating to the Purchaser or any of its shares;
- (c) Authority. The Purchaser has due and sufficient right, authority and capacity to enter into this Agreement on the terms and conditions herein set forth and to acquire legal and beneficial right, title and interest in and to the Purchased Assets and to perform its obligations hereunder. The execution and delivery of this Agreement has been duly authorized by all necessary corporate action on the part of the Purchaser;
- (d) Agreement Valid. This Agreement constitutes a valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms. The Purchaser is not a party to, bound by or subject to any indenture, mortgage, lease, agreement, instrument, statute, regulation, order, judgment, decree or law which would be violated, contravened or breached by or under which any default would occur as a result of the execution and delivery by the Purchaser of this Agreement or the performance by the Purchaser of any of the terms thereof;
- (e) Consents and Approvals. No consent, approval, order, authorization, registration or declaration of, or filing with, any Governmental Authority or other Person is required by the Purchaser in connection with:

- (i) the Closing; and
 - (ii) the observance and performance by the Purchaser of its obligations under this Agreement;
- (f) The Consideration Shares. None of the outstanding Purchaser Shares are listed and posted for trading on any stock exchange and the Purchaser is not a reporting issuer under applicable securities laws (the “**Securities Laws**”). Consequently, the Consideration Shares may be subject to an indefinite hold period. If required by Securities Laws, the certificates representing the Consideration Shares issued by the Purchaser will carry the standard legends required under Securities Laws for private placement transactions;
- (g) Litigation. The Purchaser has not received notice of and there are no outstanding, pending or, to the knowledge of the Purchaser, threatened, actions, suits, proceedings (judicial or administrative) or claims affecting or pertaining to the Purchaser, the Purchaser Shares or the Purchaser’s assets or any part thereof or that challenges the validity of this Agreement or the transactions contemplated hereby, nor to the knowledge of the Purchaser, is there any reasonable basis for any such actions, suits, proceedings or claims;

and the Purchaser covenants, represents and warrants with and in favour of the Seller that all of the representations and warranties set forth in this Section 3.1 will be true and correct at the Closing Time as if made on the Closing Date.

3.2 **Survival**

The representations, warranties and covenants of the Purchaser contained in this Agreement will survive the Closing and the transfer and assignment of the Purchased Assets, and notwithstanding the Closing and the transfer and assignment of the Purchased Assets, the representations, warranties and covenants of the Purchaser will continue in full force and effect for the benefit of the Seller for a period of twenty-four (24) months from the Closing Date.

SECTION 4 PURCHASE AND SALE

4.1 **Transfer of Horizon Property**

Based and relying on the representations and warranties set forth in Section 2 and Section 3 hereof, the Purchaser hereby agrees to acquire and take by assignment from the Seller all of the Sellers’ right, title and interest in and to the Purchased Assets, and the Seller hereby agrees to sell, transfer and assign to the Purchaser all of the Seller’s right, title and interest in and to the Purchased Assets, in consideration of the payment of the Purchase Price on the terms and conditions hereinafter set forth.

4.2 **Purchase Price**

The purchase price (the “**Purchase Price**”) for the Purchased Assets will be the aggregate amount of 150,000 Consideration Shares.

4.3 **Consideration Shares**

The Consideration Shares to be issued by the Purchaser to the Seller shall be:

- (a) issued as fully paid, non-assessable common shares in the authorized share structure of the Purchaser, free and clear of all Encumbrances;

- (b) issued pursuant to an exemption from the prospectus requirements of the *Securities Act* (Ontario); and
- (c) issued with the requisite restricted legend pursuant to Securities Laws.

4.4 **Taxes**

The Purchaser shall pay all taxes payable directly or indirectly in connection with this Agreement and the completion of the transactions herein, including any federal or provincial transfer, registration, recording, land transfer, conveyancing and notarial taxes, duties, fees and costs or any other imposts and assessments (exclusive of income taxes) eligible in respect of the transaction contemplated by this Agreement.

4.5 **Net Smelter Returns Royalty**

Upon payment in full by the Purchaser of the Purchase Price, the Purchaser shall collectively grant to the Seller an undivided royalty equal to 3.0% of the Net Smelter Returns (the "**NSR Royalty**") in respect of Production from the Horizon Property, calculated and paid in accordance with Schedule "B".

4.6 **Abandonment of Claims**

If at any time within 20 years from the Closing Date the Purchaser intends to abandon or surrender part or all of the Horizon Property (the "**Abandonment Property**"), the Purchaser shall first give notice of such intention to the Seller at least 60 days in advance of the proposed date of abandonment or surrender. At any time within 30 days of receipt of notice, the Seller may deliver notice to the Purchaser that the Seller desire the Purchaser to convey the Abandonment Property to the Seller. If the Seller do not request a reconveyance within the thirty (30) day period, the Sellers' right to do so shall be terminated and the Purchaser may abandon or surrender the Abandonment Property.

SECTION 5 CLOSING

5.1 **Closing Date and Location**

Closing will be completed at the Closing Time on the Closing Date, or such other time or date as may be agreed upon in writing by the parties hereto, at the office of the Purchaser, or at such other time or at such other location as may be mutually agreed upon in writing by the parties hereto.

SECTION 6 CONDITIONS PRECEDENT TO THE PERFORMANCE BY THE PURCHASER OF ITS OBLIGATIONS UNDER THIS AGREEMENT

6.1 **Purchaser's Conditions**

The obligation of the Purchaser to effect Closing will be subject to the satisfaction of, or compliance with, at or before the Closing Time, each of the following conditions precedent:

- (a) Truth and Accuracy of Representations of the Seller at Closing. The representations and warranties of the Seller made in Section 2 hereof will be true, accurate, and correct in all material respects as at the Closing and with the same effect as if made at and as of the Closing;
- (b) Performance of Obligations. The Seller will have performed and complied with all of their obligations, covenants and agreements hereunder;

- (c) Absence of Injunctions, etc. No injunction or restraining order of any court or administrative tribunal of competent jurisdiction will be in effect prohibiting the transactions contemplated hereby and no action or proceeding at law or in equity will have been instituted or be pending against the Seller to restrain or prohibit the transactions between the parties contemplated hereby or otherwise;
- (d) Absence of Change of Conditions. No event will have occurred or condition or state of facts of any character will have arisen or been threatened and no legislation (whether by statute, rule, regulation, by-law or otherwise) will have been introduced or proposed nor any policy announced by any Governmental Authority which would reasonably be expected to have a materially adverse effect upon the financial condition, business, operations or assets of the Horizon Property;
- (e) Closing Documentation. The Purchaser will have received from the Seller the following closing documentation:
 - (i) such instruments or agreements of sale, transfer, conveyance, assignment or delivery, in registrable form or otherwise, in respect of the Purchased Assets that the Purchaser may reasonably require to effect the full and effective sale, transfer, conveyance, assignment or delivery thereof to the Purchaser;
 - (ii) certified copy of a resolution of the directors of the Corporate Seller approving this Agreement and the transfer and assignment to the Purchaser (or an Affiliate of the Purchaser, as the Purchaser may direct) of the Corporate Sellers' right, title and interest in and to the Purchased Assets;
 - (iii) a certificate of each Seller (or in the case of a Corporate Seller, of an officer of the Corporate Seller, acting in his/her capacity as officer of the Corporate Seller and not in his/her personal capacity), certifying, to the best of his knowledge that the representations and warranties of such Seller set forth in Section 2.1 hereof are true, accurate, and correct as of the Closing Date, and certifying that such Seller has fulfilled and/or performed, when required, all of his or its obligations contained in this Agreement to be fulfilled and/or performed on or before the Closing Date;
 - (iv) confirmation, satisfactory to the Purchaser, acting reasonably, that all necessary government filings reporting on assessment work completed in 2017 and 2018 in respect of the Horizon Property have been made; and
 - (v) all other necessary consents, resolutions, approvals, waivers and authorizations required to enable the transfer and assignment of the Sellers' right, title and interest in and to the Purchased Assets to the Purchaser as provided for in this Agreement; and
- (f) Regulatory Approval. On or before the Closing Date, this Agreement and all of the transactions contemplated hereby shall have been approved, where so required, by any Governmental Authority having jurisdiction. No shareholder approval of the Corporate Sellers' shareholders shall be required in respect of the Agreement and the transactions contemplated hereby.

6.2 **Waiver of Conditions**

The conditions set forth in this Section 6 are for the exclusive benefit of the Purchaser and may be waived by the Purchaser in writing in whole or in part on or before the Closing Date.

SECTION 7
CONDITIONS PRECEDENT TO THE PERFORMANCE BY THE
SELLER OF THEIR OBLIGATIONS UNDER THIS AGREEMENT

7.1 Sellers' Conditions

The obligations of the Seller to complete the sale of Purchased Assets hereunder will be subject to the satisfaction of or compliance with, at or before the Closing Time, each of the following conditions precedent:

- (a) Truth and Accuracy of Representations of Purchaser at Closing. The representations and warranties of the Purchaser made in Section 3 hereof will be true, accurate and correct in all material respects as at the Closing and with the same effect as if made at and as of the Closing;
- (b) Performance of Obligations. The Purchaser will have performed and complied with all of its obligations, covenants and agreements herein;
- (c) Absence of Injunctions, etc. No injunction or restraining order of any court or administrative tribunal of competent jurisdiction will be in effect prohibiting the transactions contemplated hereby and no action or proceeding at law or in equity will have been instituted or be pending against the Purchaser to restrain or prohibit the transactions between the parties contemplated hereby or otherwise;
- (d) Absence of Change of Conditions. No event will have occurred or condition or state of facts of any character will have arisen or been threatened and no legislation (whether by statute, rule, regulation, by-law or otherwise) will have been introduced or proposed nor any policy announced by any Governmental Authority which might reasonably be expected to have a materially adverse effect upon the financial condition, business, operations, prospects or assets of the Purchaser;
- (e) Closing Documentation. The Seller will have received on the Closing Date from the Purchaser the following closing documentation:
 - (i) a share certificate to and in the name the Seller (or as a Seller may direct in writing) representing a total of 150,000 Consideration Shares, representing, collectively in the aggregate the Purchase Price; and
 - (ii) a certificate of an officer of the Purchaser, acting in his/her capacity as officer of the Purchaser and not in his personal capacity, certifying, to the best of his/her knowledge that the representations and warranties of the Purchaser set forth in Section 3.1 hereof are true, accurate, and correct as of the Closing Date, and certifying that the Purchaser has fulfilled and/or performed, when required, all of its obligations contained in this Agreement to be fulfilled and/or performed on or before the Closing Date.

7.2 Waiver of Conditions

The conditions set forth in this Section 7 are for the exclusive benefit of the Seller and may be waived by the Seller in writing in whole or in part on or before the Closing Date.

**SECTION 8
TERMINATION**

8.1 Termination by Seller or Purchaser

- (a) This Agreement may be terminated at any time prior to or after the Closing Date:
 - (i) by mutual written consent and agreement of the Seller and the Purchaser;
 - (ii) by either party, upon written notice to the other party, if:
 - (A) any Governmental Authority having jurisdiction shall have issued an order, decree or ruling permanently restraining or enjoining or otherwise the transactions contemplated herein (unless such order, decree or ruling has been withdrawn, reversed or otherwise made inapplicable) which order, decree or ruling is final and non-appealable;
 - (B) the other party is in default of a covenant or obligation hereunder, provided that the party seeking to terminate this Agreement is not then in breach of this Agreement so as to cause any condition in favour of both parties or in favour of the other party not to be satisfied; or
 - (iii) by the Purchaser, upon written notice to the Seller:
 - (A) if any of the conditions set forth in Section 6.1 are not satisfied or waived on or before the Closing Date;
 - (B) any representation or warranty of the Seller under this Agreement is untrue or incorrect or shall have become untrue or incorrect such that the condition contained in Section 6.1(a) would be incapable of satisfaction, provided that the Purchaser is not then in breach of this Agreement so as to cause any condition in favour of both parties or in favour of the Seller not to be satisfied; or
 - (C) if there is a breach by the Seller of any covenant or obligation in this Agreement; or
 - (iv) by the Seller, upon written notice to the Purchaser:
 - (A) if any of the conditions set forth in Section 7.1 are not satisfied or waived on or before the Closing Date;
 - (B) any representation or warranty of the Purchaser under this Agreement is untrue or incorrect or shall have become untrue or incorrect such that the condition contained in Section 7.1(a) would be incapable of satisfaction, provided that the Seller is not then in breach of this Agreement so as to cause any condition in favour of both parties or in favour of the Purchaser not to be satisfied; or
 - (C) if there is a breach by the Purchaser of any covenant or obligation in this Agreement.

8.2 Automatic Termination

This Agreement shall terminate and the obligations of the parties hereunder shall terminate if the Closing Date does not occur by March 31, 2019 (the "**Termination Date**").

SECTION 9 GENERAL

9.1 Public Notice

The parties hereto agree that all notices to third parties and all other publicity concerning the transactions contemplated by this Agreement will be jointly planned and co-ordinated and no party hereto will act unilaterally in this regard without the prior approval of the others, such approval not to be unreasonably withheld or delayed.

9.2 Expenses

All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the party incurring such expenses.

9.3 Time

Time will be of the essence hereof.

9.4 Notices

Any notice required or authorized to be given under this Agreement shall be in writing and shall be delivered (a) in person, (b) by registered mail, return receipt requested, or (c) by reputable courier service. Notices shall be effective upon the date of delivery, if delivered prior to 5:00 p.m. at the recipient's location, or on the next business day if delivered after such time. Notices shall be addressed to the Parties as follows:

- (a) If to the Purchaser at:

Goldseek Resources Inc.
1231 Huron Street
London, Ontario, N5Y 4L1

with a copy to Purchaser's legal counsel at:

Gowling WLG (Canada) LLP
550 Burrard Street, Suite 2300
Vancouver, BC V6C 2B5

Attention: Brett Kagetsu

- (b) If to the Seller at:

North American Exploration Inc
68 Westbrook Drive, RR#5
Komoka, Ontario, N0L 1R0

Either party may change its address by notice to the other party given in the same in the manner as provided in this section.

9.5 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the parties hereto submit and attorn to the jurisdiction of the Courts of the Province of Ontario.

9.6 Severability

If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby, unless in either case as a result of such determination this Agreement would fail in its essential purpose.

9.7 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto and supersede all prior agreements, understandings, representations and warranties, oral or written, by and between any of the parties hereto with respect to the subject matter hereof, including the Letter of Intent.

9.8 Further Assurances

The parties hereto will with reasonable diligence do all such deeds, acts and things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party hereto will provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions whether before or after the Closing Date.

9.9 Enurement

This Agreement and each of the terms and provisions hereof will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

9.10 Counterparts

This Agreement may be executed in as many counterparts as may be necessary or by facsimile and each such agreement or facsimile so executed will be deemed to be an original and such counterparts together will constitute one and the same instrument.

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

NORTH AMERICAN EXPLORATION INC.

"Bernard Deluce"

Authorized Signatory

GOLDSEEK RESOURCES INC.

"Jonathan Deluce"

Authorized Signatory

SCHEDULE "A"
HORIZON PROPERTY

Claim Count	Legacy Claim Id	Township / Area	New Claim Id	Anniversary Date	Tenure Status
1	4267356	WABIKOBA LAKE AREA	103535	2019-08-25	Active
2	4267356	WABIKOBA LAKE AREA	103536	2019-08-25	Active
3	4267355	WABIKOBA LAKE AREA	105605	2019-08-25	Active
4	4267354	WABIKOBA LAKE AREA	109811	2019-08-25	Active
5	4267354	WABIKOBA LAKE AREA	109812	2019-08-25	Active
6	4267355	WABIKOBA LAKE AREA	114220	2019-08-25	Active
7	4267356	WABIKOBA LAKE AREA	118806	2019-08-25	Active
8	4267356	WABIKOBA LAKE AREA	118807	2019-08-25	Active
9	4267355	WABIKOBA LAKE AREA	126010	2019-08-25	Active
10	4267354	WABIKOBA LAKE AREA	143783	2019-08-25	Active
11	4267354	WABIKOBA LAKE AREA	157901	2019-08-25	Active
12	4267356	WABIKOBA LAKE AREA	161051	2019-08-25	Active
13	4267355	WABIKOBA LAKE AREA	172672	2019-08-25	Active
14	4267356	WABIKOBA LAKE AREA	180512	2019-08-25	Active
15	4267356	WABIKOBA LAKE AREA	186574	2019-08-25	Active
16	4267356	WABIKOBA LAKE AREA	186575	2019-08-25	Active
17	4267354	WABIKOBA LAKE AREA	190398	2019-08-25	Active
18	4267354	WABIKOBA LAKE AREA	209882	2019-08-25	Active
19	4267355	WABIKOBA LAKE AREA	213992	2019-08-25	Active
20	4267355	WABIKOBA LAKE AREA	215498	2019-08-25	Active
21	4267355	WABIKOBA LAKE AREA	215499	2019-08-25	Active
22	4267355	WABIKOBA LAKE AREA	232182	2019-08-25	Active
23	4267354	WABIKOBA LAKE AREA	234397	2019-08-25	Active
24	4267356	WABIKOBA LAKE AREA	234398	2019-08-25	Active
25	4267354	WABIKOBA LAKE AREA	239023	2019-08-25	Active
26	4267354	WABIKOBA LAKE AREA	247113	2019-08-25	Active
27	4267355	WABIKOBA LAKE AREA	252725	2019-08-25	Active
28	4267356	WABIKOBA LAKE AREA	252726	2019-08-25	Active
29	4267354	WABIKOBA LAKE AREA	258608	2019-08-25	Active
30	4267354	WABIKOBA LAKE AREA	258609	2019-08-25	Active
31	4267355	WABIKOBA LAKE AREA	269413	2019-08-25	Active
32	4267355	WABIKOBA LAKE AREA	289928	2019-08-25	Active
33	4267356	WABIKOBA LAKE AREA	289929	2019-08-25	Active
34	4267354	WABIKOBA LAKE AREA	306309	2019-08-25	Active
35	4267355	WABIKOBA LAKE AREA	309841	2019-08-25	Active
36	4267354	WABIKOBA LAKE AREA	313100	2019-08-25	Active
37	4267355	WABIKOBA LAKE AREA	329357	2019-08-25	Active
38	4267356	WABIKOBA LAKE AREA	329651	2019-08-25	Active
39	4267355	WABIKOBA LAKE AREA	341510	2019-08-25	Active
40	4267355	WABIKOBA LAKE AREA	345478	2019-08-25	Active

SCHEDULE "B" NSR ROYALTY

For purposes of the calculation of the NSR Royalty, "**Gross Proceeds**" shall mean the aggregate proceeds received by the Purchaser or its Affiliate from time to time from any smelter or other purchaser from the sale of Products by and from the Horizon Property after deducting from such proceeds the following charges ("**Allowable Deductions**") only to the extent that they are not deducted by the smelter or other purchaser in computing the proceeds:

- (a) all tolling charges, representation expenses, metal losses, umpire charges, expenses, penalties and fees, including all weighing, sampling and assaying costs that are paid by the Purchaser and/or its Affiliates for or in connection with smelting, refining, beneficiation processes and mineral treatment procedures in respect of the Products;
- (b) all costs, expenses and charges for or in connection with transportation (including insurance, shipping, freight, stockpiling, storage, warehousing, handling, port, demurrage, delay and forwarding expenses, transaction taxes, customs and customs clearance, import and export duties and permit costs, and related administration expenses) of Products away from the Horizon Property to a smelter or refinery or other place of mineral treatment or beneficiation and from there to the place or places of storage and sale to the ultimate purchaser; and
- (c) sales, use, gross receipts, customs duties, severance, value added taxes and other taxes and governmental charges, if any, payable with respect to the existence, severance, production, removal, sale, processing, transportation, or disposition of Products that are paid or incurred by the Purchaser and/or its Affiliates with respect to the Products, but excluding any taxes that are based on the gross or net income of the Purchaser and/or its Affiliates, any business or franchise taxes of the Purchaser and its Affiliates, any taxes based on the value of the Horizon Property and any improvements thereon (including any *ad valorem* taxes) and any taxes or governmental charges that are refundable in and to the Purchaser and/or its Affiliates;

The Purchaser shall reserve and pay the NSR Royalty to the Seller. Payment of NSR Royalty to the Seller shall be made quarterly, within forty-five (45) days after the end of each quarter during which the Purchaser receives Gross Proceeds. Within ninety (90) days after the end of each calendar year for which the NSR Royalty is payable to the Seller, the records relating to the calculation of the NSR Royalty for such year shall be audited by the auditors of the Purchaser and any adjustments in the payment of the NSR Royalty to the Seller shall be made forthwith after completion of the audit. All payments of the NSR Royalty to the Seller for a calendar year shall be deemed final and in full satisfaction of all obligations of the Purchaser in respect thereof if such payments or the calculations thereof are not disputed by the Seller within sixty (60) days after receipt by the Seller of the same audited statement. The Purchaser shall maintain accurate records relevant to the determination of the NSR Royalty and the Seller, or their authorized agent, shall be permitted the right to examine such records

To the extent permitted under applicable law, the NSR Royalty creates a direct real property interest in the Horizon Property and constitutes a covenant running with the Horizon Property. The holder of the NSR Royalty shall be entitled to register the NSR Royalty against the Horizon Property. Any expense associated with establishing, registering or perfecting the NSR Royalty as a real property interest shall be for the account of the Seller.

The Seller may assign their interest in the NSR Royalty upon written approval of the Purchaser, and such approval shall not be unreasonably withheld.