

MINERAL PROPERTY OPTION AGREEMENT

THIS AGREEMENT dated effective December 4, 2018 and as further amended on November 5, 2019.

BETWEEN:

KOKANEE PLACER TWO LTD, a company incorporated under the laws of British Columbia having its office at 502 -15015 Victoria Ave. White Rock BC V4B 1G2 (the “**Optionor**”)

AND:

ELMIRA CAPITAL INC., a company incorporated under the laws of British Columbia having a registered and records an office at Suite 1780-400 Burrard Street, Vancouver, B.C. V6C 3A6

(the “**Optionee**”).

WHEREAS:

- A. The Optionor is the registered and beneficial owner of certain mineral claims comprising the Nevada property (the “**Property**”), more particularly set out in Schedule “A” attached hereto;
- B. The Optionee desires to acquire an 80% interest in the Property from the Optionor;
and
- C. The Optionor is willing to grant to the Optionee an option to acquire an 80% interest in the Property upon, and subject to, the terms and conditions set forth in this Agreement.

NOW THEREFORE in consideration of the mutual agreements herein contained and of other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each party), the parties agree with one another as follows:

1. Definitions and Interpretation

1.1 *Definitions:* The following words and terms, as used in this Agreement, will have the respective meanings ascribed to them below:

“**Agreement**” means this agreement, including the recitals and the Schedules all as amended, supplemented or restated from time to time;

“**Business Day**” means a day other than a Saturday, Sunday or statutory holiday in British Columbia;

“**Commercial Production**” means, with respect to the Property, and is deemed to have been achieved, when the concentrator processing ores from the Property for other than testing purposes has operated for 30 days in any 40 consecutive day period at not less than 75% of design capacity

or, in the event a concentrator is not erected on the Property, when ores from the Property have been produced for a period of 40 consecutive production days at not less than 75% of the mining rate specified in a feasibility study recommending placing the Property into production for commercial purposes;

“Expenditures” means all items of outlay and expense whatsoever, direct or indirect, with respect to Mining Operations, recorded by the Optionee in accordance with this Agreement;

“Government or Regulatory Authority” means any federal, state, regional, municipal or other government, governmental department, regulatory authority, commission, board, bureau, agency or instrumentality that has lawful authority to regulate or administer or govern the business or property or affairs of any person, and for the purposes of this Agreement also includes any corporation or other entity owned or controlled by any of the foregoing and any stock exchange on which shares of a Party are listed for trading;

“Mining Operations” means every kind of work done by the Optionee on or in respect of the Property or the products derived therefrom and includes, without limiting the generality of the foregoing, work of assessment, geophysical, geochemical and geological surveys, studies and mapping including National Instrument 43-101 reports, assaying and metallurgical testing, investigating, drilling, designing, examining, equipping, improving, surveying, shaft-sinking, raising, crosscutting and drifting, searching for, digging, trucking, sampling, working and procuring minerals, ores and concentrates, bringing any mining claims to lease, reclamation and in doing all work usually considered to be prospecting, exploration, development and mining work; in paying wages and salaries of persons engaged in such work and in supplying food, lodging, transportation and other reasonable needs of such persons; in paying insurance premiums and assessments or premiums for workers’ compensation insurance, contributions for unemployment insurance or other pay allowances or benefits customarily paid in the district to such persons; in paying rentals, license renewal fees, filing fees, taxes and other governmental charges required to keep the Nevada Property in good standing; any expenses incurred by the Optionee in order to cure any defects to the title of the Property (whether or not known to Optionor at the date of this Agreement) including filing fees and staking costs; in purchasing or renting plant, buildings, machinery, tools, appliances, equipment or supplies and in installing, erecting, detaching and removing the same or any of them; in the management of any work which may be done on the Property for the due carrying out of such prospecting, exploration, development and mining work; and, as compensation for general overhead expenses that the Optionee may incur, an amount equal to 8% of all amounts incurred with respect to the aforesaid;

“Parties” means the parties to this Agreement and their respective successors and permitted assigns which become parties pursuant to this Agreement and **“Party”** means any one of the Parties; and

“Permitted Encumbrance” means

- (a) easements, rights of way, servitudes or other similar rights in land including, without limiting the generality of the foregoing, rights of way and servitudes for railways, sewers, drains, gas and oil pipelines, gas and water mains, electrical light, power, telephone, telegraph or cable television conduits, poles, wires and cables;

- (b) the right reserved to or vested in any government or other public authority by the terms of any or by any statutory provision, to terminate, revoke or forfeit any of the lease or mining claims or to require annual or other periodic payments as a condition of the continuance thereof
- (c) authority to control or regulate any of the Property in any manner, and all applicable laws, rules and orders of any governmental authority; and
- (d) the reservations, limitations, provisos and conditions in any original grants from Nevada, or interests therein and statutory exceptions to title.

“**Shares**” means common shares in the capital of the Optionee as constituted on the date of this Agreement.

2. Representations and Warranties

2.1. *Representations and Warranties of the Optionor.* The Optionor represents and warrants to the Optionee that:

- (a) it is a corporation duly incorporated, organized and subsisting under the laws of Nevada and has the corporate power to own its assets and to carry on its business;
- (b) it has good and sufficient power, authority and right to enter into and deliver this Agreement and to option and transfer its legal and beneficial interest in the Property to the Optionee free and clear of all liens, charges, encumbrances and other rights of others other than the Permitted Encumbrances pursuant to this Agreement;
- (c) the Property is in good standing with all regulatory authorities and the Optionor has filed all reports and paid all applicable fees and taxes with respect to the Property;
- (d) it is the sole beneficial and registered owner of a 100% undivided interest in and to the Property;
- (e) the Property is in good standing under the laws of the jurisdiction in which the Property is located up to and including at least the respective expiry dates set forth in Schedule “A” hereto;
- (f) the Property is free and clear of all liens, charges and encumbrances and is not subject to any right, claim or interest of any other person;
- (g) it has complied with all laws in effect in the jurisdiction in which the Property is located with respect to the Property and such Property has been duly and properly staked and recorded in accordance with such laws and that the Optionee may enter in, under or upon the Property for all purposes of this Agreement without making any payment to, and without accounting to or obtaining the permission of, any other person other than any payment required to be made under this Agreement;
- (h) it obtained all regulatory and corporate approvals required to enter into this Agreement;

- (i) there is no adverse claim or challenge against or to the ownership of or title to the Property, or any portion thereof nor is there any basis therefor and there are no outstanding agreements or options to acquire or purchase the Property or any portion thereof or interest therein and no person has any royalty or interest whatsoever in production or profits from the Property or any portion thereof;
- (j) entering into this Agreement it does not breach any laws, rules, regulations or contracts applicable to the Optionor.

2.2. *Representations and Warranties of the Optionee.* The Optionee represents and warrants to the Optionor that:

- (a) it is a corporation duly incorporated, organized and subsisting under the laws of British Columbia and has the corporate power to own its assets and to carry on its business;
- (b) it has all necessary power and authority to enter into this Agreement and any agreement or instrument referred to in or contemplated by this Agreement and to do all such acts and things as are required to be done, observed or performed by it, in accordance with the terms of this Agreement and any agreement or instrument referred to in or contemplated by this Agreement;
- (c) neither the entering into nor the delivery of this Agreement nor the completion of the transactions contemplated hereby by the Optionee will result in the violation of any agreement or other instrument to which the Optionee is a party or by which the Optionee is bound, or any applicable law, rule or regulation;
- (d) the Shares to be issued and delivered to the Optionor hereunder have been validly created and authorized for issuance and when so issued and delivered shall be duly and validly issued as fully paid and non-assessable Shares; and
- (e) it is not a non-resident for the purposes of section 116 of the *Income Tax Act* (Canada).

2.3. The representations and warranties hereinbefore set out are conditions on which the parties have relied in entering into this Agreement, are to be construed as both conditions and warranties and shall, regardless of any investigation which may have been made by or on behalf of any party as to the accuracy of such representations and warranties, survive the closing of the transaction contemplated hereby 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 or warranty contained in this Agreement, and each party shall be entitled, in addition to any other remedy to which it may be entitled, to set off any such loss, damage or costs suffered by it as a result of any such breach against any payment required to be made by it to any other party hereunder.

3. Grant of Option and Right to Assign

3.1. *Grant of Option.* The Optionor hereby grants to the Optionee the exclusive right and option to earn an 80% interest in and to the Property pursuant to the terms and conditions set out in this Agreement (the “**Option**”).

3.2. *Working Right.* The Optionor hereby further grants to the Optionee the exclusive working right, commencing on the Effective Date and continuing until the earlier of the exercise or lapse of the Option (the “**Option Period**”) to enter upon the Property, to conduct Mining Operations on the Property and to have quiet possession thereof. The Optionee shall conduct all Mining Operations in compliance with all applicable statutes, regulations, by-laws, orders and judgments and all applicable directives, rules, consents, permits, orders guidelines and policies of any Government or Regulatory Authority with jurisdiction over the Property.

3.3. *Consideration for Option.* The Optionee or its assign can acquire an 80% undivided interest in and to the Property free and clear of all charges, encumbrances and claims in consideration for:

- (a) cash payment of US\$50,000 to the Optionor;
- (b) issuance of 1,000,000 common shares of the Optionee to the Optionor with a deemed price of CDN\$0.03 per share on or before January 31, 2019 (the “**Shares**”);
- (c) incur US\$75,000 in exploration expenses on or before September 1, 2019; and
- (d) an additional cash payment of US\$75,000 in exploration expenses on or before December 31, 2019.

3.4 *Payments in Lieu of Expenditures.* In the event that Expenditures required to be incurred pursuant to section 3.3(iii) are less than the specified sum, the Optionee may pay to Optionor the difference between the amount it actually spent and the specified sum before the expiry of that period in full satisfaction of the Expenditures to be incurred. Such payments in cash in lieu of Expenditures shall be deemed to be Expenditures for the purposes of section 3.3(iii).

3.5 If and when the Optionee has made the cash payment, issued all of the Shares and incurred or caused to be incurred or advanced all of the Expenditures required pursuant to section 3.3, then the Option shall be deemed to have been exercised by the Optionee and a 80% undivided right, title and interest in and to the Nevada Property shall vest in the Optionee free and clear of all charges, encumbrances and claims, and Optionor shall immediately take all necessary steps reasonably required by the Optionee to transfer an undivided 80% interest in and to the Property to the Optionee.

3.6 Upon the execution of this Agreement, the Optionor shall deliver, to the Optionee, a fully executed bill of sale or other transfer document transferring a 80% undivided interest in and to the Property to the Optionee and the Optionee shall hold the said executed bill of sale or other transfer document in trust and shall not file it or take any other steps to transfer the interest in the Property until the completion by the Optionee of all the requirements set out in section 3.3. If the Option is not fully exercised, then the Optionee will deliver back to Optionor said bill of sale or other transfer document.

3.7 *Grant of Second Option.* The Optionor further grants the Optionee an option to purchase up to

an additional 20% interest in the Property (the “**Second Option**”) upon exercise of the Option by the Optionee to earn an 80% interest in the Property.

3.8 The Second Option may be fully exercised to attain a further 20% legal and beneficial interest in the Property (for an aggregate of up to 100% legal and beneficial interest in the Property) until November 5, 2022 in consideration for further payments of CDN\$1,000,000 for each additional 5% interest in the Property for up to CDN\$4,000,000.

3.9 *Right of Entry.* Except as otherwise provided in this Agreement, until the Option is exercised or terminated in accordance with the terms of this Agreement, the Optionee, its servants and agents shall have the sole and exclusive right to:

- (a) enter in, under or upon the Property and conduct Mining Operations;
- (b) exclusive and quiet possession of the Property;
- (c) bring upon the Property and to erect thereon such mining facilities as it may consider advisable; and
- (d) remove from the Property ore or mineral products for the purpose of bulk sampling, pilot plant or test operations.

4. Obligations during Option Period

4.1. *Powers, duties and obligations of the Optionee.* During the Option Period, the Optionee shall have full right, power and authority to do everything necessary or desirable to carry out an exploration program on the Property and to determine the manner of exploration and development of the Property and, without limiting the generality of the foregoing, the right, power and authority to:

- (a) regulate access to the Property, subject only to the right of the Optionor and its representatives to have access to the Property at all reasonable times for the purpose of inspecting work being done thereon but at their own risk and expense;
- (b) employ and engage such employees, agents and independent contractors as it may with consider necessary or advisable to carry out its duties and obligations hereunder and in this connection to delegate any of its powers and rights to perform its duties and obligations hereunder;
- (c) execute all documents, deeds and instruments, do or cause to be done all such acts and things and give all such assurances as may be necessary to maintain good and valid title to the Property and each party hereby irrevocably constitutes the Optionee its true and lawful attorney to give effect to the foregoing and hereby agrees to indemnify and save the Optionee harmless from any and all costs, loss or damage sustained or incurred without gross negligence or bad faith by the Optionee directly or indirectly as a result of its exercise of its powers pursuant to this Subsection 4.1(e); and
- (d) conduct such title examinations and cure such title defects as may be advisable in the reasonable judgment of the Optionee.

4.2. The Optionee shall have the duties and obligations to:

- (a) keep the Property free and clear of all liens and encumbrances arising from its operations hereunder (except liens contested in good faith by the Optionee) and in good standing by the doing and filing, or payment in lieu thereof, of all necessary assessment work and payment of all taxes required to be paid and by the doing of all other acts and things and the making all other payments required to be made which may be necessary in that regard;
- (b) permit the Optionor and its representatives, duly authorized by it, in writing, at their own risk and expense, access to the Property at all reasonable times and to all records prepared by the Optionee in connection with Mining Operations. The Optionee shall prepare and deliver to the Optionor at reasonable intervals, but in any event not less frequently than once each calendar quarter, reports on all Mining Operations conducted by the Optionee;
- (c) conduct all mining work in a careful and miner-like manner and in compliance with all applicable statutes, regulations, by-laws, orders and judgments and all applicable directives, rules, consents, permits, orders, guidelines and policies of any Government or Regulatory Authority with jurisdiction over the Property; and
- (d) keep Property in good standing by doing and filing, or payment in lieu thereof, all necessary assessment work and maps and payment of all taxes or assessments required to be paid and by doing all other acts and things and making all other payments required to be made which may be necessary in that regard.

4.3. *Abandonment.* The Optionee may at any time, during the Option Period, abandon any one or more of the claims which comprise the Property. The Optionee shall give the Optionor thirty (30) days prior notice in writing of any proposed abandonment. If the Optionor so requests, the Optionee will retransfer such mineral claims that the Optionee wishes to abandon to the Optionor at the sole cost of the Optionee, which mineral claims shall be in good standing for a period of at least 90 days from the initial notice of intention to abandon provided by the Optionee to the Optionor.

4.4. *No Encumbrances.* During the Option Period, the Optionee shall not pledge, mortgage or charge or otherwise encumber their beneficial interest in the Nevada Property or its rights under this Agreement.

5. Exercise of Option Granted in the Property

5.1. *Exercise of Option.* If the Optionee has issued all of the Shares and made all of the payments and Expenditures referred to in section 3.3, the Optionee may exercise the Option by giving written notice to the Optionor, together with a statement of account certified by a senior officer of the Optionee confirming such Expenditures. In such event the Optionee shall become the owner of an 80% interest in and to the Property.

5.2. Upon the Optionee exercising the Option, the Optionor covenants and agrees to deliver to the Optionee a recordable transfer or transfers, or such other instrument as may be required, of an undivided one hundred percent (100%) interest in and to the Property (except for the gross overriding returns), and the Optionee shall be entitled forthwith to record such transfer documents in the appropriate office in the jurisdiction in which the Property is located but shall hold such interest in the

Property pursuant to the terms of this Agreement.

5.3. The parties acknowledge the right and privilege of the Optionor and Optionee to file, register and/or to otherwise deposit a copy of this Agreement in the appropriate recording office for the jurisdiction in which the Property is located and with any other governmental agencies to give third parties notice of this Agreement, and hereby agree, each with the others, to do or cause to be done all acts or things reasonably necessary to effect such filing, registration or deposit.

6. Termination

6.1. *Termination for Cause.* Subject to section 6.3, the Optionor may terminate this Agreement and the Option and working right herein shall lapse if:

- (a) the Optionee is in default of any term or condition of this Agreement; and
- (b) if, upon expiration of 30 days from the date of receipt by the Optionee of such notice, the Optionee has failed to cure the default or if such default cannot reasonably be cured within such 30 day period and the Optionee has failed to make commercially reasonable efforts to implement a cure for such default.

6.2. *Surrender of Rights.* Subject to section 6.3, the Optionee may give the Optionor written notice of the Optionee's intention to surrender all of its rights hereunder and, upon expiration of 30 days from the date of receipt by the Optionor of such notice, this Agreement shall terminate and the Option and working right granted herein shall lapse.

6.3. *Obligations on Termination.* Notwithstanding any other provisions of this Agreement, in the event of lapse, termination or surrender of the Option and/or this Agreement, as the case may be, the Optionee shall:

- (a) ensure that the Property is in good standing for a period of at least 12 months from the lapse, termination or surrender of the Options and/or this Agreement, as the case may be, and upon request of the Optionor, retransfer all mineral claims comprising the Property to the Optionor, if any such mineral claims are registered in the name of the Optionee;
- (b) deliver to the Optionor any and all reports, maps, assessment reports and maps, samples, assay results, drill cores and engineering data of any kind whatsoever pertaining to the Property or related to mining work which have not been previously delivered to the Optionor; and
- (c) upon notice from the Optionor, remove all materials supplies and equipment from the Property; provided however, that the Optionor may retain ore and, at the cost of the Optionee, dispose of any such materials, supplies or equipment not removed from the Property within 90 days of receipt of such notice by the Optionee.

6.4 *Provisions which Operate Following Termination.* Notwithstanding any termination of this Agreement for any reason whatsoever and with or without cause, the provisions of section 6.3 and any other provisions of this Agreement necessary to give efficacy thereto shall continue in full force and effect following any such termination.

7. Notices and Payments

7.1. *Notice.* Any demand, notice or other communication (a “Communication”) to be made or given in connection with this Agreement shall be made or given in writing and may be made or given by personal delivery, registered mail or facsimile addressed to the recipient at the addresses or

facsimile numbers of the parties provided on the first page of this Agreement or such other address or individual as may be designated by notice by either party to the other. Any Communication made or given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof, if made or given by registered mail, on the 4th day, other than a day which is not a Business Day, following the deposit thereof in the mail, and if made or given by facsimile, on the day, other than a day which is not a Business Day, following the day it was confirmed as received. If the party giving any Communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of the mail, any such Communication shall not be mailed but shall be made or given by personal delivery.

7.2. *Payments.* Payments to be made by any one Party to the other Party as set forth in this Agreement shall be made in lawful money of Canada, unless otherwise indicated, and shall be addressed to the recipient at the addresses of the recipient party provided on the first page of this Agreement or such other address or individual as may be designated by notice by the recipient party in accordance with section 7.1. If any payment herein shall become due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day.

8. Regulatory Approval

8.1. This Agreement and the transactions contemplated hereunder are subject to the filing with and acceptance by the authority having jurisdiction over the securities of the Optionee. The Optionee will use its best efforts to obtain, at its sole cost and expense and as soon as possible upon the execution of this Agreement, the approvals that may be required for this Agreement and the transaction contemplated herein.

9. Confidentiality

9.1. Until the date the Option is exercised:

(a) all information and data concerning or derived from Mining Operations shall be confidential and, except to the extent required by law or by regulation of any securities commission, stock exchange or other regulatory body, shall not be disclosed to any person other than a party’s professional advisors or an affiliate without the prior written consent of the other party or parties, which consent shall not unreasonably be withheld; and

(b) the text of any news releases or other public statements which a party desires to make with respect to the Property shall be made available to the other party or parties prior to publication and the other party or parties shall have the right to make suggestions for changes therein within twenty four (24) hours of delivery.

10. After Acquired Properties

10.1 The parties covenant and agree, each with the others, any and all after acquired properties shall be

subject to the terms and conditions of this Agreement and shall be added to and deemed, for all purposes hereof, to be included in the Property.

10.2. Any claim staked by or on behalf of the Optionor after the date hereof that is located, in whole or in part, within one (1) kilometre of the perimeter of the Property shall be offered to the Optionee at the cost of staking, not to exceed normal industry rates, and if such offer is accepted by the Optionee, such claim shall form part of the after acquired properties.

11. Notice

11.1 Any notice, direction, or other instrument required or permitted to be given under this Agreement shall be in writing and shall be given by the delivery of same or by mailing same by prepaid registered or certified mail or by sending same by fax or other similar form of communication, in each case addressed to the intended recipient at the address of the respective party set out on the first page hereof.

11.2 Any notice, direction, or other instrument aforesaid will, if delivered, be deemed to have been given and received on the day it was delivered, and if mailed, be deemed to have been given and received on the fifth business day following the day of mailing, 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, if sent by fax or other similar form of communication, be deemed to have been given and received on the day it was actually received.

11.3 Any party may at any time give notice in writing to the others of any change of address, and from and after the giving of such notice, the address therein specified will be deemed to be the address of such party for the purposes of giving notice hereunder.

12. Force Majeure

12.1. No party will be liable for its failure to perform any of its obligations under this Agreement due to a cause beyond its reasonable control (except those caused by its own lack of funds) including, but not limited to, acts of God, fire, storm, flood, explosion, strikes, lockouts or other industrial disturbances, acts of public enemy, war, riots, laws, rules and regulations or orders of any duly constituted governmental authority, or non-availability of materials or transportation (each an “**Intervening Event**”).

12.2. All time limits imposed by this Agreement will be extended by a period equivalent to the period of delay resulting from an Intervening Event.

12.3. A party relying on the provisions of Section 12.1 hereof, insofar as possible, shall promptly give written notice to the other party of the particulars of the Intervening Event, shall give written notice to all other parties as soon as the Intervening Event ceases to exist, shall take all reasonable steps to eliminate any Intervening Event and will perform its obligations under this Agreement as far as practicable, but nothing herein will require such party to settle or adjust any labour dispute or to question or to test the validity of any law, rule, regulation or order of any duly constituted governmental authority or to complete its obligations under this Agreement if an Intervening Event renders completion impossible.

13. Default

13.1. If a party (the “**Defaulting Party**”) is in default of any requirement herein set forth, the party affected by such default (the “**Non-Defaulting Party**”) shall give written notice to all other parties within thirty (30) days of becoming aware of such default, specifying the default, and the Defaulting Party shall not lose any rights under this Agreement, nor shall the Agreement or the Option terminate, nor shall the Non-Defaulting Party have any rights, remedies or cause of action pursuant to this Agreement, or otherwise

hereunder as a result of such default, unless within thirty (30) days after the giving of notice of default by the Non-Defaulting Party, the Defaulting Party has failed to cure the default by the appropriate performance, and if the Defaulting Party fails within such period to cure such default, the Non-Defaulting Party shall only then be entitled to seek any remedy it may have on account of such default.

14. General Provisions

14.1. *Entire Agreement.* This Agreement, including all the Schedules hereto, together with the agreements and other documents to be delivered pursuant hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes any and all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties and there are no warranties, representations or other agreements among the Parties in connection with the subject matter hereof except as specifically set forth herein and therein.

14.2. *Further Assurances.* Each Party shall from time to time at the request of the other Party and without further consideration, execute and deliver all such other additional assignments, transfers, instruments, notices, releases and other documents and shall do all such other acts and things as may be necessary or desirable to assure more fully the consummation of the transactions contemplated hereby.

14.3. *Time.* Time shall be of the essence of this Agreement.

14.4. *Amendment.* This Agreement may be amended or varied only by agreement in writing signed by each of the Parties. Unless the context otherwise so requires, a reference to this Agreement shall include a reference to this Agreement as amended or varied from time to time.

14.5. *Severability.* If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

14.6. *Rule Against Perpetuities.* If any right, power or interest of any party in property under this Agreement would violate the rule against perpetuities, then such right, power or interest shall terminate at the expiration of twenty (20) years after the death of the last survivor of all the lineal descendants of Her Majesty, Queen Elizabeth II of England, living on the date of the execution of this Agreement.

14.7 The Optionor understands and agrees that this agreement will be disclosed pursuant to the applicable laws, rules and regulations and will available to the public and regulatory authorities.

14.8. *Counterparts.* This Agreement may be executed in as many counterparts as are necessary and delivered by fax or electronic mail and shall be binding on each Party when each Party has signed and delivered one such counterpart. When a counterpart of this Agreement has been executed by each Party, all counterparts together shall constitute one agreement.

14.9. *Option Only.* This Agreement provides for an option only, and except as specifically provided otherwise, nothing herein contained shall be construed as obligating the Optionee to do any acts or make any payments hereunder and any act or acts or payment or payments as shall be made hereunder shall

not be construed as obligating the Optionee to do any further act or make any further payment.

14.10. *Condition Precedent.* The obligations of the Optionee under this Agreement are first subject to the acceptance for filing of this Agreement on behalf of the Optionee by the Exchange. The condition precedent contained in this Section 9.11 hereof is for the sole benefit of the Optionee and may be waived, in whole or in part, by the Optionee at any time from time to time.

14.11. *Enurement.* This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF this Agreement has been duly executed by the respective Parties hereto effective as of the date first above written.

KOKANEE PLACER TWO LTD.

“Laurence Stephenson”

Per: Authorized Signatory

ELMIRA CAPITAL INC.

“Souhail Abi-Farrage”

Per: Authorized Signatory

SCHEDULE "A"

Date and Time Run:
3/8/2019 1:29:44 PM

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Mining Claims

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CLAIM NAME/NUMBER INDEX (ALPHA ORDER)

Geo State: NV													
Claim Name BCE 1													
Serial Number	Lead Serial Number	Claimant Name	Mer	Trm	Rng	Sec	Subdiv	County	Geo State	Loc Date	Closed Date		
NMC1186734	NMC1186734	KOKANEE PLACER TWO LTD	21		0990S	0450E	013	SE	NYE	NV	12/04/2018		
Geo State: NV													
Claim Name BCE 10													
Serial Number	Lead Serial Number	Claimant Name	Mer	Trm	Rng	Sec	Subdiv	County	Geo State	Loc Date	Closed Date		
NMC1187436	NMC1187436	KOKANEE PLACER TWO LTD	21		0990S	0460E	019	NW	NYE	NV	12/04/2018		
Geo State: NV													
Claim Name BCE 11													
Serial Number	Lead Serial Number	Claimant Name	Mer	Trm	Rng	Sec	Subdiv	County	Geo State	Loc Date	Closed Date		
NMC1187437	NMC1187436	KOKANEE PLACER TWO LTD	21		0990S	0460E	019	NW	NYE	NV	12/04/2018		
Geo State: NV													
Claim Name BCE 12													
Serial Number	Lead Serial Number	Claimant Name	Mer	Trm	Rng	Sec	Subdiv	County	Geo State	Loc Date	Closed Date		
NMC1187438	NMC1187436	KOKANEE PLACER TWO LTD	21		0990S	0460E	019	NW	NYE	NV	12/04/2018		
Geo State: NV													
Claim Name BCE 13													
Serial Number	Lead Serial Number	Claimant Name	Mer	Trm	Rng	Sec	Subdiv	County	Geo State	Loc Date	Closed Date		
NMC1187439	NMC1187436	KOKANEE PLACER TWO LTD	21		0990S	0460E	019	NE,NW	NYE	NV	12/04/2018		
Geo State: NV													
Claim Name BCE 14													
Serial Number	Lead Serial Number	Claimant Name	Mer	Trm	Rng	Sec	Subdiv	County	Geo State	Loc Date	Closed Date		
NMC1187440	NMC1187436	KOKANEE PLACER TWO LTD	21		0990S	0460E	019	NW,SW	NYE	NV	12/04/2018		
Geo State: NV													
Claim Name BCE 15													
Serial Number	Lead Serial Number	Claimant Name	Mer	Trm	Rng	Sec	Subdiv	County	Geo State	Loc Date	Closed Date		
NMC1187441	NMC1187436	KOKANEE PLACER TWO LTD	21		0990S	0460E	019	NE,NW,SW,SE	NYE	NV	12/04/2018		
Geo State: NV													
Claim Name BCE 16													
Serial Number	Lead Serial Number	Claimant Name	Mer	Trm	Rng	Sec	Subdiv	County	Geo State	Loc Date	Closed Date		
NMC1187442	NMC1187436	KOKANEE PLACER TWO LTD	21		0990S	0460E	019	SW	NYE	NV	12/04/2018		
Geo State: NV													
Claim Name BCE 17													
Serial Number	Lead Serial Number	Claimant Name	Mer	Trm	Rng	Sec	Subdiv	County	Geo State	Loc Date	Closed Date		
NMC1187443	NMC1187436	KOKANEE PLACER TWO LTD	21		0990S	0460E	019	SW,SE	NYE	NV	12/04/2018		
Geo State: NV													
Claim Name BCE 18													

NO WARRANTY IS MADE BY BLM FOR THE USE OF THE DATA
FOR PURPOSES NOT INTENDED BY BLM

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Missing Claims

Serial Number	Lead Serial Number	Claimant Name	Mer	Twn	Rng	Sec	Subdiv	County	Geo State	Loc Date	Closed Date
NMC1187444	NMC1187436	KOKANEE PLACER TWO LTD	21	0905	0460E	019	SW	NYE	NV	12/04/2018	
Geo State: NV											
Claim Name: BCE 19											
NMC1187445	NMC1187436	KOKANEE PLACER TWO LTD	21	0905	0460E	019	SW	NYE	NV	12/04/2018	
Geo State: NV											
Claim Name: BCE 2											
NMC1186735	NMC1186734	KOKANEE PLACER TWO LTD	21	0905	0450E	013	SE	NYE	NV	12/04/2018	
Geo State: NV											
Claim Name: BCE 3											
NMC1186736	NMC1186734	KOKANEE PLACER TWO LTD	21	0905	0450E	013	SE	NYE	NV	12/04/2018	
Geo State: NV											
Claim Name: BCE 4											
NMC1186737	NMC1186734	KOKANEE PLACER TWO LTD	21	0905	0450E	013	SE	NYE	NV	12/04/2018	
Geo State: NV											
Claim Name: BCE 5											
NMC1186738	NMC1186734	KOKANEE PLACER TWO LTD	21	0905	0450E	024	NE	NYE	NV	12/04/2018	
Geo State: NV											
Claim Name: BCE 6											
NMC1186739	NMC1186734	KOKANEE PLACER TWO LTD	21	0905	0450E	019	NW	NYE	NV	12/04/2018	
Geo State: NV											
Claim Name: BCE 7											
NMC1186740	NMC1186734	KOKANEE PLACER TWO LTD	21	0905	0450E	024	NE	NYE	NV	12/04/2018	
Geo State: NV											
Claim Name: BCE 8											
NMC1186741	NMC1186734	KOKANEE PLACER TWO LTD	21	0905	0450E	019	NW	NYE	NV	12/04/2018	
Geo State: NV											
Claim Name: BCE 9											
NMC1186742	NMC1186734	KOKANEE PLACER TWO LTD	21	0905	0450E	024	NW	NYE	NV	12/04/2018	

NO WARRANTY IS MADE BY BLM FOR THE USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM