

## OPTION AGREEMENT

THIS AGREEMENT made and entered into as of the 15th day of January, 2020 (the "**Effective Date**").

BETWEEN:

**CONTIGO RESOURCES LTD.**, a British Columbia company having an address at 460-688 West Hastings Street, Vancouver, British Columbia V6B 1P1

(the "**Optionor**")

AND:

**TEMAS RESOURCES CORP.**, a British Columbia corporation having an address at 316-1231 Pacific Boulevard, Vancouver, British Columbia V6Z 0E2

("**Temas**")

**WHEREAS:**

- A. Optionor is the recorded and beneficial owner of an undivided 100% interest in and to the Property (as defined below).
- B. Optionor has agreed to grant to Temas the sole and exclusive right and option to acquire a 100% right, title and interest in and to the Property, subject only to the NSR Royalty (as defined below), in accordance with the terms and conditions of this Agreement.

**NOW THEREFORE** in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, it is agreed as follows:

### **ARTICLE 1 INTERPRETATION**

#### 1.1 Definitions

In this Agreement, including the Recitals hereto, the following words, phrases and expressions will have the following meanings:

- (a) "**Business Day**" means any day, other than a Saturday, a Sunday or a day upon which the principal commercial banks in Vancouver, British Columbia are generally not open for business;
- (b) "**Effective Date**" means the date of this Agreement first written above;
- (c) "**Encumbrance**" means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien, charge, royalty, restrictive covenant or other encumbrance of any nature;
- (d) "**Environmental Law**" means all requirements of the common law or of the environmental, health or safety statutes, regulations, rules, ordinances, policies, orders, approvals, notices,

licenses, permits or directives of any federal, provincial or local judicial, regulatory or administrative agency, board or governmental authority applicable to the Property;

- (e) "**Exchange**" means a recognized Canadian stock exchange;
- (f) "**Listing Date**" means the date upon which the Temas Shares are listed for trading on an Exchange;
- (g) "**Mineral Rights**" means the exploration licenses, mineral claims, mining leases, mining licenses, mineral concessions and other forms of mineral tenure listed in Schedule "A" attached hereto together with any and all substitute or successor titles thereto, and any mineral claims acquired pursuant to section 2.9;
- (h) "**NSR Royalty**" means the net smelter royalty in the form attached as Schedule "C";
- (i) "**Option Period**" means the period commencing on the date hereof and ending on the earlier of (i) the date that the Option is deemed to have been exercised by Temas in accordance with the terms and conditions of this Agreement, and (ii) the date that this Agreement is terminated pursuant to its terms;
- (j) "**Property**" means the DAB property located in Quebec, Canada comprised of the Mineral Rights and, as of the Effective Date, covering an area of approximately 6592 hectares and as described in Schedule "B" hereto (as amended from time to time to reflect the addition of any mineral claims that become part of the Property pursuant to the addition of AOI Property under Section 2.9); and
- (k) "**Temas Shares**" means common shares in the capital of Temas.

## 1.2 Interpretation

- (a) Words (including defined terms) using or importing the singular number include the plural and vice versa and words importing one gender only will include all genders and words importing persons in this Agreement will include individuals, partnerships, corporations and any other entities, legal or otherwise.
- (b) The word "including" means "including without limitation" and "include" and "includes" will be construed similarly;
- (c) The headings used in this Agreement are for ease of reference only and will not affect the meaning or the interpretation of this Agreement.
- (d) All references to the symbol "\$" are to lawful money of Canada unless specifically stated otherwise.
- (e) If the date on which any action is required to be taken hereunder is not a Business Day, such action will be required to be taken on the next succeeding day that is a Business Day.

## 1.3 Schedules

The following schedules attached to this Agreement will form part of this Agreement:

Schedule A – Mineral Rights  
Schedule B – Map of the Property  
Schedule C – Net Smelter Return

## ARTICLE 2 THE OPTION

### 2.1 Option

Optionor hereby grants to Temas the sole and exclusive right and option, subject to the terms of this Agreement, to acquire an undivided 100% interest in the Property free and clear of all Encumbrances save and except for the NSR Royalty (the "**Option**"). In order to exercise the Option, Temas must complete the following requirements (the "**Option Exercise Requirements**"):

- (a) make aggregate cash payments of \$75,000 as follows:
  - (i) \$25,000 to Optionor on the Effective Date; and
  - (ii) \$50,000 to Optionor on or before the first anniversary of the Effective Date;
- (b) issue a total of 10,000,000 Temas Shares (the "**Consideration Shares**") at a deemed price of \$0.05 per Consideration Share on the Effective Date; and
- (c) execute and deliver to the Optionor on the Effective Date, the NSR Royalty granting the Optionor a 2% net smelter return royalty on the Property, subject to the right of Temas to re-purchase 50% of the NSR Royalty for total consideration of \$1,500,000 at any time.

### 2.2 Resale Restrictions and Escrow/Pooling Requirements

Optionor acknowledges that:

- (a) Temas' ability to issue the Consideration Shares is subject to applicable securities laws and the rules and policies of the Exchange, and that the Consideration Shares will be subject to resale restrictions imposed by the applicable securities laws and the rules of the Exchange, which rules require that a restrictive legend be placed on share certificates delivered under this Agreement, and Optionor covenants and agrees with Temas to abide by all such resale restrictions; and
- (b) Temas' ability to issue the Consideration Shares may be subject to resale restrictions placed on the Consideration Shares under the policies of the Exchange or applicable securities regulation, and Optionor covenants and agrees to sign any such escrow or pooling agreement and abide by any such restrictions. In addition to any resale restrictions placed on the Consideration Shares under the policies of the Exchange or applicable securities regulation, the Consideration Shares will be subject to a voluntary 12-month hold period.

### 2.3 Fundamental Changes

In the event of the issue of Consideration Shares after the occurrence of one or more events involving the capital reorganization, reclassification, subdivision or consolidation of the Temas Shares, or the merger, amalgamation or other corporate combination of the Temas with one or more other entities, or of any other

events in which new securities of any nature are delivered in exchange for the issued Temas Shares and such issued Temas Shares are cancelled (a "**Fundamental Change**"), in lieu of issuing the Consideration Shares which, but for such Fundamental Change and this provision, would have been issued, Temas or its successor will issue instead such number of new securities as would have been delivered as a result of the Fundamental Change in exchange for those Consideration Shares which Optionor would have been entitled to receive if such issue had occurred prior to the Fundamental Change.

#### 2.4 Deemed Exercise of the Option

Temas will be deemed to have exercised the Option and to have acquired an undivided 100% legal and beneficial interest in the Property free and clear of all Encumbrances save for the NSR Royalty, upon it having completed the Option Exercise Requirements on or before the dates contemplated under Section 2.1.

#### 2.5 Option Only

This Agreement is for an option only and, for greater certainty, the payments and actions contemplated under Section 2.1 above will not be construed as obligating Temas to do any acts, issue any Consideration Shares, or make any payments hereunder, and any act, issuance, expenditure or payment as will be made hereunder will not be construed as obligating Temas to do any further act or make any further issuance, expenditure or payment.

#### 2.6 Termination before Deemed Exercise of the Option

If the Option is terminated prior to it being exercised then:

- (a) any cash payments made and any Consideration Shares issued by Temas under this Agreement will be retained by Optionor, as applicable, and Temas will have no interest in the Property; and
- (b) no party will have any further obligation to the other hereunder, except those obligations which are expressly made to survive termination of this Agreement in accordance with Section 6.2(d).

#### 2.7 Transfer of Title

Upon the deemed exercise of the Option, Optionor will take such steps as will be necessary (including delivering duly executed transfer documents), and in a timely manner, to effect transfer from Optionor to Temas of registered title to the Property, subject to its obligations under this Agreement. Transfer of registered title to the Property pursuant to this section 2.7 will be at Temas' sole cost and expense.

#### 2.8 No Construction Before Transfer of Title

Temas will not commence or undertake any construction of facilities or infrastructure required to bring a mine on the Property or any part thereof to production until the earlier of (i) the date transfer of registered title to the Property to Temas has been completed and (ii) 30 days following the date of the deemed exercise of the Option. For greater certainty, this paragraph will not restrict construction of facilities or infrastructure for the purpose of facilitating exploration and development activities notwithstanding that such facilities or infrastructure may also be required or utilized in the event a mine is brought into production on the Property.

## 2.9 Area of Interest

If at any time during the term of this Agreement, Optionor or an affiliate of Optionor acquires, directly or indirectly, any interest in any property which is all or partly within two kilometres of the outermost boundary of the Property (the "**AOI Property**"), then Optionor or its affiliate, as applicable, must disclose the acquisition (including all costs and information it has relating to the AOI Property) promptly to Tamas, and Tamas may, by notice to Optionor or its affiliate, as applicable, within 30 days of receipt of notice of the acquisition, elect to include the AOI Property within the Property.

If Tamas elects to include the AOI Property as part of the Property in accordance with this Section 2.9, then the acquisition costs of the AOI Property will, upon verification by Tamas, be reimbursed to Optionor, and such AOI Property will be included as part of the Property without the payment of any additional consideration by Tamas.

## **ARTICLE 3 REPRESENTATIONS AND WARRANTIES**

### 3.1 Representations, Warranties and Covenants of Optionor

Optionor represents, warrants and covenants to, and with, Tamas that:

- (a) it is a company duly organized, validly existing and in good standing under the laws of the Province of British Columbia;
- (b) it has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to herein or contemplated hereby and to consummate the transactions contemplated hereby;
- (c) neither the execution and delivery of this Agreement, nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by, any agreement to which it is a party;
- (d) the execution and delivery of this Agreement and the agreements referred to herein or contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable to it or its constating documents;
- (e) all corporate authorizations have been obtained for the execution of this Agreement and for the performance of its obligations hereunder;
- (f) this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with its terms;
- (g) Optionor is the sole recorded and beneficial owner of a 100% undivided interest in and to the Property;
- (h) to the best of its knowledge, Optionor possesses and has good title to the Mineral Rights, free and clear of all Encumbrances or other claims whatsoever and, without limiting the generality of the foregoing, other than this Agreement, it is not aware of any agreements or options to grant or convey any interest or rights in the Property or to pay any royalties with respect to the Property in force as of the date hereof, other than the NSR Royalty;

- (i) none of the Mineral Rights comprised in the Property are subject to any area of common interest or similar obligation to or with a third person;
- (j) the Property is properly and accurately described in Schedule "B";
- (k) to the best of its knowledge, the Mineral Rights are properly and accurately described in Schedule "A" and have been duly and validly recorded pursuant to all applicable laws and regulations and are in good standing;
- (l) it has provided Temas or its representatives access to all information in its possession and control relating to the Property, whether in tangible or electronic form, including all maps, assays, surveys, drill logs, samples and metallurgical, geological, geophysical, geochemical and engineering data in respect thereof;
- (m) to the best of its knowledge, there are no adverse claims, challenges, suits, actions, prosecutions, investigations or proceedings filed or pending or threatened against the Property or Optionor's ownership of or rights or title to the Property or any portion thereof;
- (n) it has not had notice of and has no knowledge of any proposal to terminate or vary the terms of or rights attaching to the Mineral Rights or any portion thereof from any governmental authority;
- (o) all taxes, assessments, levies, filings in relation to assessment work on the Property or other payments relating to the Mineral Rights and required to be made on or before the date hereof have been made;
- (p) to the best of its knowledge, there are no claims under an Environmental Law in respect of the Property, nor to the best of its knowledge have any activities of it or on its behalf been in material violation of any applicable Environmental Law, regulations or regulatory prohibition or order, and conditions on and relating to the Property are in compliance with such Environmental Law, regulations, prohibitions and orders in all material respects; and
- (q) to the best of its knowledge, (i) there are no pending or ongoing actions taken against Optionor by or on behalf of any aboriginal councils, groups or individuals pursuant to the assertion of any land claims or rights with respect to the Property; (ii) Optionor has not entered into any impact and benefits agreements, memorandums of understanding, other agreements of the same nature or any other contracts with any aboriginal individuals, groups or councils in relation to the Property and none have been proposed; and (iii) no aboriginal councils, groups or individuals or other stakeholders have informed Optionor that they oppose the exploration of the Property or the development of a mining project thereon.

### 3.2 Representations, Warranties and Covenants of Temas

Temas represents, warrants and covenants to and with Optionor that, as of the Effective Date:

- (a) Temas is a company duly organized, validly existing and in good standing under the laws of the Province of British Columbia;
- (b) Temas has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement and to consummate the transactions contemplated hereby;

- (c) neither the execution and delivery of this Agreement, nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by, any agreement to which it is a party;
- (d) the execution and delivery of this Agreement and the agreements contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable to it or of its constating documents;
- (e) all corporate authorizations have been obtained for the execution of this Agreement and for the performance of its obligations hereunder;
- (f) this Agreement constitutes a legal, valid and binding obligation of Temas enforceable against it in accordance with its terms;
- (g) no approval, authorization, consent or order of, and no filing, registration or recording with, any governmental authority is required of Temas in connection with the execution and delivery or with the performance by Temas of this Agreement;
- (h) as of the Effective Date, Temas is not a reporting issuer;
- (i) the authorized capital of Temas consists of an unlimited number of common shares without par value, of which 25,550,001 Temas Shares without par value were issued and outstanding on the Effective Date;
- (j) no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option, for the issue or allotment of any unissued shares in the capital of Temas or any other security convertible into or exchangeable for any such shares, or to require Temas to purchase, redeem or otherwise acquire any of the issued and outstanding shares in its capital;
- (k) Temas has filed all federal, provincial, local and foreign tax returns which are required to be filed, or has requested extensions thereof, and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except for such assessments, fines and penalties which are currently being contested in good faith;
- (l) Temas has established on its books and records, as may be applicable, reserves which are adequate for the payment of all material taxes not yet due and payable prior to the date hereof and there are no liens for taxes on the assets of Temas, and there are no audits of any of the tax returns of Temas and none are known by Temas' management to be pending, and there are no claims which have been asserted relating to any such tax returns which, if determined adversely, would result in the assertion by any governmental agency of any deficiency which would have a material adverse effect on the properties, business or assets of Temas;
- (m) any and all operations of Temas have been conducted in accordance with good industry practices and in material compliance with applicable laws, rules, regulations, orders and directions of government and other competent authorities;

- (n) the financial statements of Temas provided to Optionor: (i) were reported in accordance with International Financial Reporting Standards applied on a basis consistent with that of the periods involved; and (ii) presented fairly the consolidated financial position of Temas as of the respective dates thereof and the results of operations of Temas for the periods covered thereby and accurately reflect all material liabilities (accrued, absolute, contingent or otherwise) of Temas for the periods covered thereby and no adverse material changes in the financial position of Temas have taken place since the date of the financial statements of Temas provided to Optionor; and
- (o) when issued, the Consideration Shares issuable hereunder will be duly and validly authorized, allotted and issued as fully paid and non-assessable shares in the capital of Temas, and Optionor will be the registered holder of and will hold legal title to the Consideration Shares issued to it hereunder, free and clear of all pre-emptive rights, mortgages, liens, charges, security interests, adverse claims, pledges and demands whatsoever arising by reason of the acts or omissions of Temas, except as imposed by the *Business Corporations Act* (British Columbia) or applicable laws or regulations.

#### **ARTICLE 4 COVENANTS**

##### **4.1 Operations**

During the Option Period, Temas will act as exclusive operator of the Property and shall have the exclusive working right to enter on, have exclusive and quiet possession thereof and conduct exploration, prospecting, development and any other operations on the Property as it may in its sole discretion decide, subject to such activities being conducted in a sound and workmanlike manner in accordance with sound mining and engineering practices. During the Option Period, Temas will maintain adequate insurance coverage in accordance with normal industry standards and practice, and will provide reasonable satisfactory evidence of such insurance at the request of Optionor.

##### **4.2 Covenants of Temas**

During the Option Period, Temas will:

- (a) maintain the Property in good standing and pay all costs in respect thereof;
- (b) comply with all applicable laws, permits and licences with respect to activities on the Property and post such reclamation bonds or deposits in respect of its work on the Property as may be required by any applicable authority or rights holder;
- (c) keep Optionor reasonably informed as to the activities with respect to the Property; and
- (d) upon reasonable notice, permit directors, officers, employees and designated consultants of Optionor, at their own risk and cost, access to the Property, subject always to Section 7.1.

##### **4.3 Covenants of Optionor**

During the Option Period, Optionor will:



- (a) cooperate with Temas in its efforts to record the bills of sale, transfers and other documentation above with the appropriate governmental agency to effect a transfer of the recorded ownership of the Property in accordance with Section 2.7 above;
- (b) cooperate with Temas in its efforts to obtain required permits and maintain the Property in good standing;
- (c) promptly deliver to Temas any notice, demand or other material communication it receives relating to the Property; and
- (d) take any action or refrain from any action, as the case may be, as may be required in furtherance of or in support of the terms of this Agreement.

## **ARTICLE 5 CLOSING DELIVERABLES**

### **5.1 Closing Deliverables of Temas**

On the Effective Date, Temas will deliver or cause to be delivered to Optionor:

- (a) evidence of issuance of the Consideration Shares in accordance with Section 2.1(c); and
- (b) a duly executed certificate of a senior officer of Temas certifying that all of the terms, covenants and conditions of this Agreement to be complied with or performed by Temas at or before the Effective Date have been complied with or performed.

### **5.2 Closing Deliverables of Optionor**

Optionor will deliver or cause to be delivered to Temas:

- (a) upon receipt of each cash payment under Section 2.1, written acknowledgement of receipt of such cash payment, duly executed by Optionor;
- (b) on the Effective Date, a duly executed certificate of a senior officer of Optionor certifying that: (i) the representations and warranties of Optionor set forth in this Agreement are true and correct as of the Effective Date in all material respects, except as affected by the transactions contemplated by this Agreement; and (ii) all of the terms, covenants and conditions of this Agreement to be complied with or performed by Optionor at or before the Effective Date have been complied with or performed.

## **ARTICLE 6 TERMINATION; INDEMNITY**

### **6.1 Termination**

This Agreement will terminate:

- (a) upon the mutual written agreement of Optionor and Temas; or
- (b) during the Option Period, upon the delivery of written notice by Temas, provided that at the time of delivery of such written notice, unless there has been a material breach of a

representation or warranty given by Optionor which has not been cured, the Property is in good-standing and there has been sufficient work completed and reports filed in respect of the Property to maintain it in good-standing for a period of six months after delivery of the notice; or

- (c) during the Option Period, by the Optionor if Temas shall be in default in satisfying any of the Option Exercise Requirements by the times required under Section 2.1, unless such default is due to a breach by Optionor of Section 2.2 and provided that written notice of such default has been delivered to Temas and such default has not been cured within 30 days from the date of receipt of such notice.

## 6.2 Indemnity and Survival of Representations

- (a) The representations and warranties set out herein are conditions on which the parties have relied in entering into this Agreement and will survive the exercise of the Option until the second anniversary of the Effective Date. Each of Temas and Optionor will indemnify and save the other harmless from and against any and all claims, judgments, liabilities, loss, cost, expense or damage, of any kind or nature whatsoever (including legal costs on a solicitor and his own client basis), arising out of or in connection with any breach of any representation, warranty, covenant, agreement or condition made by it and contained in this Agreement.
- (b) Temas will indemnify and save Optionor harmless from and against any and all claims, judgments, liabilities, losses, costs, expenses or damages, of any kind or nature whatsoever (including legal costs on a solicitor and his own client basis), that Optionor suffers or incurs that arise from or relate to acts, omissions, events or circumstances in respect of the Property or this Option Agreement, including claims for breach of Environmental Laws, in each case occurring on or after the Effective Date.
- (c) Optionor will indemnify and save harmless Temas from and against any and all claims, judgments, liabilities, losses, costs, expenses or damages, of any kind or nature whatsoever (including legal costs on a solicitor and his own client basis), that Temas suffers or incurs as a result of any injury (including injury causing death) to any director, officer, employee or designated consultant of Optionor while on the Property.
- (d) The provisions of Section 6.2 will survive termination of this Agreement, exercise of the Option and the transfer of beneficial title to the Property to Temas.

## **ARTICLE 7 MISCELLANEOUS**

### 7.1 Confidentiality

The parties will hold in confidence all data and information obtained in respect of the Property or otherwise in connection with this Agreement except to the extent: (i) such data and information is or becomes generally available to the public (other than as a result of a disclosure by a party or its representatives in breach of this Agreement); (ii) such data and information is derived solely from Temas' activities in respect of the Property in which case it may be disclosed by Temas; or (iii) such data or information is required to be disclosed by law or by the rules and regulations of any regulatory authority or stock exchange having jurisdiction. The foregoing restriction will not apply to disclosure of data or information by a party under the terms of a

confidentiality agreement with an institutional lender or a third party in connection with a potential sale of all or an interest in the Property, sale or purchase securities of Temas.

## 7.2 Assignment

- (a) During the Option Period, neither party may sell, transfer, assign, mortgage, pledge or otherwise encumber its interest in this Agreement or any interest it creates in the Property without the prior written consent of the other party, such consent not to be unreasonably withheld.
- (b) During the Option Period, Optionor may not directly or indirectly sell, transfer, assign, mortgage, pledge or otherwise encumber its interest in the Property.
- (c) Either party will be permitted (without obtaining the prior written consent of the other party but after providing not less than 5 Business Days' notice) to assign this Agreement to an "affiliate" or "associate" as those terms are defined in the *Business Corporations Act* (British Columbia),
- (d) It will be a condition of any transfer or assignment pursuant to this section 7.2, that the assignee will agree in writing to be bound by the terms of this Agreement applicable to the assignor.

## 7.3 Notice

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

- (a) If to Optionor at:

460-688 West Hastings Street,  
Vancouver, British Columbia V6B 1P1  
Attention: James Rogers  
Telephone No.: 778-809-7009  
Email: jrogers@contigoresources.com

with a copy (which will not constitute notice) to:

Borden Ladner Gervais LLP  
1200 Waterfront Centre, 200 Burrard Street  
Vancouver BC Canada V7X 1T2  
Attention: Michael Waters  
Telephone No.: 604-632-3476  
E-mail: mwaters@blg.com

- (b) If to Temas at:

316 – 1231 Pacific Boulevard  
Vancouver, BC V6Z 0E2  
Attention: Thomas Lynch

Telephone No.: 403-616-3214  
E-mail: thomas.lynch@eucapitalcorp.com

with a copy (which will not constitute notice) to:

Forooghian & Company Law Corporation  
400 Burrard Street, Suite 1050  
Vancouver, British Columbia V6C 3A6  
Attention: Farzad Forooghian  
Telephone No.: 604-260-4888  
E-mail: farzad@forooghianlaw.com

Any notice, direction or other instrument will (i) if delivered by hand, be deemed to have been given and received on the day it was delivered; and (ii) if sent by facsimile or e-mail be deemed to have been given and received on the Business Day following the day it was so sent.

#### 7.4 Further Assurances

Each of the parties to this Agreement will from time to time and at all times do all such further acts and execute and deliver all further deeds and documents as will be reasonably required in order fully to perform and carry out the true meaning and intent of this Agreement.

#### 7.5 Entire Agreement

The parties hereto acknowledge that they have expressed herein (including in the Schedules hereto) the entire understanding and obligation of this Agreement and it is expressly understood and agreed that no implied covenant, condition, term or reservation, will be read into this Agreement relating to or concerning any matter or operation provided for herein. This Agreement supersedes and replaces all previous oral or written agreements, memoranda, correspondence or other communications between the parties hereto relating to the subject matter hereof.

#### 7.6 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The parties hereto hereby irrevocably attorn to the jurisdiction of the Courts of British Columbia.

#### 7.7 Enurement

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

#### 7.8 Severability

The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision or part of this Agreement, and the parties hereby undertake to renegotiate in good faith any such invalid or unenforceable provision, with a view to concluding valid and enforceable arrangements as nearly as possible the same as those contained in this Agreement.

7.9 Waiver

Failure by any party to this Agreement to insist in any instance upon the strict performance of any obligation contained herein will not be construed as a waiver or relinquishment of such obligation. No waiver by any party to this Agreement of any such obligation will be deemed to have been made unless expressed in writing and signed by the waiving party.

7.10 Amendments

No term or provision of this Agreement may be amended except by an instrument in writing signed by all of the parties to this Agreement.

7.11 Time of Essence

Time will be of the essence in the performance of this Agreement.

7.12 Force Majeure

No party will be liable for its failure to perform any of its obligations under this Agreement due to a cause beyond its control (except those caused by its own lack of funds) including acts of God, fire, flood, explosion, strikes, lockouts or other industrial disturbances, laws, rules and regulations or orders of any duly constituted governmental authority, government intervention with operations, war or protests, demonstrations or other events causing work stoppages by environmental lobbyists, non-governmental organizations or aboriginal or other local community groups (each an "**Intervening Event**"). All time limits imposed by this Agreement will be extended by a period equivalent to the period of delay resulting from an Intervening Event. A party relying on the provisions of this section will take all reasonable steps to eliminate an Intervening Event and, if possible, will perform its obligations under this Agreement as far as practical, 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. Notwithstanding the foregoing, the period of the extensions, collectively, due to work stoppages by environmental lobbyists, non-governmental organizations or aboriginal or other local community groups will not exceed eighteen months in aggregate before exercise of the Option.

7.13 Counterparts

This Agreement may be executed in several counterparts (including by PDF), each of which when so executed will be deemed to be an original and will have the same force and effect as an original and such counterparts together will constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement effective as of the Effective Date.

**CONTIGO RESOURCES LTD.**

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

**TEMAS RESOURCES CORP.**

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

## SCHEDULE "A"

### MINERAL RIGHTS

Title Number	NTS Sheet	Area (Ha)	Status	Date of Registration	Expiry Date	Required Work	Required Fees	Titleholder(s) (Name, Number and Percentage)
2527707	NTS 22F13	55.36	Active	2018-11-15 0:00	2020-11-14 23:59	1200	65.25	1088411 BC Ltd. (96335) 100 % (responsible)
2527708	NTS 22F13	55.36	Active	2018-11-15 0:00	2020-11-14 23:59	1200	65.25	1088411 BC Ltd. (96335) 100 % (responsible)
2527709	NTS 22F13	55.36	Active	2018-11-15 0:00	2020-11-14 23:59	1200	65.25	1088411 BC Ltd. (96335) 100 % (responsible)
2527710	NTS 22F13	55.36	Active	2018-11-15 0:00	2020-11-14 23:59	1200	65.25	1088411 BC Ltd. (96335) 100 % (responsible)
2527711	NTS 22F13	55.36	Active	2018-11-15 0:00	2020-11-14 23:59	1200	65.25	1088411 BC Ltd. (96335) 100 % (responsible)
2527712	NTS 22F13	55.36	Active	2018-11-15 0:00	2020-11-14 23:59	1200	65.25	1088411 BC Ltd. (96335) 100 % (responsible)
2527713	NTS 22F13	55.36	Active	2018-11-15 0:00	2020-11-14 23:59	1200	65.25	1088411 BC Ltd. (96335) 100 % (responsible)
2527714	NTS 22F13	55.36	Active	2018-11-15 0:00	2020-11-14 23:59	1200	65.25	1088411 BC Ltd. (96335) 100 % (responsible)
2527715	NTS 22F13	55.36	Active	2018-11-15 0:00	2020-11-14 23:59	1200	65.25	1088411 BC Ltd. (96335) 100 % (responsible)
2527716	NTS 22F13	55.36	Active	2018-11-15 0:00	2020-11-14 23:59	1200	65.25	1088411 BC Ltd. (96335) 100 % (responsible)
2527717	NTS 22F13	55.36	Active	2018-11-15 0:00	2020-11-14 23:59	1200	65.25	1088411 BC Ltd. (96335) 100 % (responsible)
2527718	NTS 22F13	55.35	Active	2018-11-15 0:00	2020-11-14 23:59	1200	65.25	1088411 BC Ltd. (96335) 100 % (responsible)
2527719	NTS 22F13	55.35	Active	2018-11-15 0:00	2020-11-14 23:59	1200	65.25	1088411 BC Ltd. (96335) 100 % (responsible)
2527720	NTS 22F13	55.35	Active	2018-11-15 0:00	2020-11-14 23:59	1200	65.25	1088411 BC Ltd. (96335) 100 % (responsible)
2527721	NTS 22F13	55.35	Active	2018-11-15 0:00	2020-11-14 23:59	1200	65.25	1088411 BC Ltd. (96335) 100 % (responsible)
2527722	NTS 22F13	55.35	Active	2018-11-15 0:00	2020-11-14 23:59	1200	65.25	1088411 BC Ltd. (96335) 100 % (responsible)
2527723	NTS 22F13	55.35	Active	2018-11-15 0:00	2020-11-14 23:59	1200	65.25	1088411 BC Ltd. (96335) 100 % (responsible)
2527724	NTS 22F13	55.35	Active	2018-11-15 0:00	2020-11-14 23:59	1200	65.25	1088411 BC Ltd. (96335) 100 % (responsible)
2527725	NTS 22F13	55.35	Active	2018-11-15 0:00	2020-11-14 23:59	1200	65.25	1088411 BC Ltd. (96335) 100 % (responsible)
2527726	NTS 22F13	55.35	Active	2018-11-15 0:00	2020-11-14 23:59	1200	65.25	1088411 BC Ltd. (96335) 100 % (responsible)
2527727	NTS 22F13	55.35	Active	2018-11-15 0:00	2020-11-14 23:59	1200	65.25	1088411 BC Ltd. (96335) 100 % (responsible)
2527728	NTS 22F13	55.35	Active	2018-11-15 0:00	2020-11-14 23:59	1200	65.25	1088411 BC Ltd. (96335) 100 % (responsible)
2527729	NTS 22F13	55.35	Active	2018-11-15 0:00	2020-11-14 23:59	1200	65.25	1088411 BC Ltd. (96335) 100 % (responsible)
2527730	NTS 22F13	55.35	Active	2018-11-15 0:00	2020-11-14 23:59	1200	65.25	1088411 BC Ltd. (96335) 100 % (responsible)
2527731	NTS 22F13	55.35	Active	2018-11-15 0:00	2020-11-14 23:59	1200	65.25	1088411 BC Ltd. (96335) 100 % (responsible)
2527732	NTS 22F13	55.35	Active	2018-11-15 0:00	2020-11-14 23:59	1200	65.25	1088411 BC Ltd. (96335) 100 % (responsible)









2532349	NTS 22K03	5.76	Active	2019-02-27 0:00	2021-02-26 23:59	500	33.25	1088411 BC Ltd. (96335) 100 % (responsible)
2532350	NTS 22K03	0.46	Active	2019-02-27 0:00	2021-02-26 23:59	500	33.25	1088411 BC Ltd. (96335) 100 % (responsible)
2532351	NTS 22K03	0.19	Active	2019-02-27 0:00	2021-02-26 23:59	500	33.25	1088411 BC Ltd. (96335) 100 % (responsible)
2536270	NTS 22K03	55.27	Active	2019-04-15 0:00	2021-04-14 23:59	1200	65.25	1088411 BC Ltd. (96335) 100 % (responsible)
2536271	NTS 22K03	55.26	Active	2019-04-15 0:00	2021-04-14 23:59	1200	65.25	1088411 BC Ltd. (96335) 100 % (responsible)

**SCHEDULE "B"**

**MAP OF THE PROPERTY**

Attached separately.

**SCHEDULE "C"**

**NET SMELTER RETURN ROYALTY AGREEMENT**