

MINERAL PROPERTY OPTION AGREEMENT

THIS AGREEMENT is made as of the 13th day of October 2016,

BETWEEN:

MICHAEL BLADY, CHRISTOPHER PAUL, and DEV RISHY-MAHARAJ

(collectively, the "Optionors")

OF THE FIRST PART

AND:

PETER CUNNINGHAM, 2411763 ONTARIO INC., JORDAN TRIMBLE, and JAMES
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(collectively the "Optionee")

OF THE SECOND PART.

WHEREAS:

A. The Optionors hold certain mineral claims covering approximately 1896-hectares known as the Skyfire Property including the seven mineral claims listed in Schedule A ("List of Mineral Claims"), plus a 3.0-kilometre area of influence measured from the outside perimeter of these mineral claims, but not including mineral claims already held by third parties (the "Mineral Claims"); and

B. The Optionors have agreed to grant an exclusive option to the Optionee to acquire a 100% undivided interest in and to the Mineral Claims, subject to a 2% net smelter royalty, in the terms and conditions hereinafter set forth.

C. This Agreement is the final, complete and exclusive expression of the Mineral Property Option Agreement between the Optionors and Optionee and supersedes and replaces in all respects any prior oral or written mineral property option agreements, including the mineral property option agreement dated May 6, 2016.

NOW THEREFORE THIS AGREEMENT that in consideration of the sum of Ten Dollars (\$10.00) now paid by the Optionee to the Optionors (the receipt of which is hereby acknowledged), the parties agree as follows:

DEFINITIONS

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

(a) "Agreement" means this Mineral Property Option Agreement as entered into between the Optionors and the Optionee herein, together with any Schedules attached hereto;

(b) "Commencement of Commercial Production" means the first day of the first period of 30 consecutive days (excluding days, if any, where mining operations are legally required to be suspended) during which Mining has been conducted on the Property for the purpose of earning revenue and whereby a marketable Product is being produced at a rate of 60% or more of the production rate specified in the Feasibility Study by the processing facilities

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constructed on or used for the benefit of the Property, provided that no period of time during which Products produced from the Property are processed for testing purposes shall be taken into account in determining the date of Commencement of Commercial Production.

(c) "Exploration Expenditures" means the sum of:

(i) all costs of acquisition (except for payments to Optionors) and maintenance of the Property including filing fees, all expenditures on the exploration and development of the Property, and all other costs and expenses of whatsoever kind or nature including NI 43-101 reports, sampling, surveying, assaying and those of a capital nature, incurred or chargeable by the Optionee with respect to the exploration of the Property; and

(ii) any expenses incurred by the Optionee in order to cure any defects to the title of the Property (whether or not known to the Optionors at the date of this Agreement) including filing fees and staking costs.

(d) "Option" means the option to acquire a 100% undivided interest in and to the Property free and clear of all charges, encumbrances and claims as provided in this Agreement;

(e) "Option Period" means the period from the date of this Agreement to and including the date of exercise of the Option or the termination of the Option;

(f) "Property" means the mineral claims described in Schedule "A" hereto including any replacement or successor claims, and all mining leases and other mining interests derived from any such claims plus a 3.0 kilometer area of influence measured from the outside perimeter of the claims, but not including any claims already held by third parties. Any reference herein to any mineral claim comprising the Property includes any mining leases or other interests into which such mineral claim may have been converted;

(g) "Property Rights" means all licenses, permits, easements, rights-of-way, certificates and other approvals obtained by either of the parties either before or after the date of this Agreement and necessary for the exploration of the Property; and

(h) "Royalty" means the amount of royalty from time to time payable to the Optionors hereunder and as defined in Section 12 herein.

(i) "Advance Annual Minimum Royalty" means the advance annual payment on future royalties that the Optionee is obligated to pay to the Optionor as defined in Section 12 herein.

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE OPTIONORS

2. (a) The Optionors represent and warrant to and covenant with the Optionee that:

(i) they are legally entitled to hold the Property and the Property Rights and will remain so entitled until the interest of the Optionors in the Property which is subject to the Option has been duly transferred to the Optionee as contemplated hereby;

(ii) Christopher Paul is the recorded holder and legal owner of a 50% interest and a

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beneficial owner of 33.3% interest in each of the mineral claims comprising the Property, Dev Rishy-Maharaj is the recorded holder and legal owner of a 50% interest and a beneficial owner of 33.3% interest in each of the mineral claims comprising the Property, and Michael Blady is a beneficial owner of 33.3% interest in each of the mineral claims comprising the Property and that the Optionors collectively are, and at the time of the transfer to the Optionee of an interest in the mineral claims comprising the Property pursuant to the exercise of the Option they collectively will be, the recorded holders and the legal and beneficial owners of a 100% interest in all of the mineral claims comprising the Property, which mineral claims shall, to the best of their knowledge and ability, be free and clear of all liens, charges, encumbrances, claims of others, surface right restrictions, environmental hazards and liabilities except as noted on Schedule "A", and no taxes or rentals are or will be due in respect of any of the mineral claims;

(iii) they hold the sole right to explore and develop the Property, have free and unimpeded right of access to the Property, and have use of the Property surface for the herein purposes;

(iv) the mineral claims comprising the Property have been to the best of the Optionors' knowledge and belief duly and validly located and recorded pursuant to the laws of the jurisdiction in which the Property is situate and, except as specified in Schedule "A" and accepted in writing by the Optionee, are in good standing with respect to all filings, fees, taxes, assessments, work commitments or other conditions on the date hereof and until the dates set opposite the respective names thereof in Schedule "A";

(v) entering into this Agreement does not and will not conflict with, and does not and will not result in a breach of, any of the terms of any agreement or instrument to which either or both of the Optionors are a party;

(vi) they have the full right, authority and capacity to enter into this Agreement without first obtaining the consent of any other person or body corporate;

(vii) other than Native Indian land claims covering most of the province, which are the responsibility of the Federal government, there are not any adverse claims or challenges against or to the ownership of or title to any of the mineral claims comprising the Property, nor to the knowledge of either of the Optionors is there any basis therefor, and there are no outstanding agreements or options to acquire or purchase the Property or any portion thereof, and no person has any royalty or other interest whatsoever in production from any of the mineral claims comprising the Property other than as set out in Schedule "A";

(viii) no proceedings are pending for, and the Optionors are unaware of any basis for the institution of any proceedings leading to the placing of either of the Optionors in bankruptcy or subject to any other laws governing the affairs of insolvent persons; and

(ix) each of the Optionors has full right and authority to enter into this Agreement.

(b) The representations and warranties contained in this section are provided for the

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exclusive benefit of the Optionee, and a breach of any one or more thereof may be waived by the Optionee in whole or in part at any time without prejudice to its rights in respect of any other breach of the same or any other representation or warranty, and the representations and warranties contained in this section shall survive the execution of this Agreement and of any transfers, assignments, deeds or further documents respecting the Property.

(c) The Optionors will indemnify and save the Optionee harmless from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any representation, warranty, covenant, agreement or condition made by it and contained in this Agreement.

(d) The Optionors acknowledge and agree that the Optionee has entered into this Agreement relying on the warranties and representations and other terms and conditions of this Agreement and that no information which is now known or which may hereafter become known to the Optionee shall limit or extinguish the right to indemnity hereunder, and, in addition to any other remedies it may pursue, the Optionee may deduct the amount of any such loss or damage as determined by a court of competent jurisdiction from any amounts payable by it to the Optionors hereunder.

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE OPTIONEE

3. (a) The Optionee (collectively) are legally entitled to hold the Property and the Property Rights and will remain so entitled following the transfer of interest in the Property from the Optionee as contemplated hereby;

(b) The representations and warranties contained in this section are provided for the exclusive benefit of the Optionors and a breach of any one or more thereof may be waived by the Optionors in whole or in part at any time without prejudice to its rights in respect of any other breach of the same or any other representation or warranty, and the representations and warranties contained in this section shall survive the execution hereof.

GRANT AND EXERCISE OF OPTION

4. (a) The Optionors hereby grant to the Optionee the sole and exclusive right and option to acquire up to a 100% undivided interest in and to the Property free and clear of all charges, encumbrances and claims, except for those set out in Schedule "A".

(b) The Optionee can acquire a 100% undivided interest in and to the Property free and clear of all charges, encumbrances and claims (the "Option") by paying to the Optionors the aggregate sum of \$15,000 in cash and incurring a total of \$1,250,000 in Exploration Expenditures, which payments, Exploration Expenditures and share issuances are to be made as follows:

(i) payment of the aggregate sum of \$15,000 to the Optionors to be made on or before thirty (30) business days of the date of this Agreement, less any amounts paid pursuant to the property option agreement dated May 6, 2016;

(ii) cumulative Exploration Expenditures totaling not less than \$1,250,000 are to be incurred on or before the dates indicated below:

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(A) Expenditures totaling \$100,000 to be incurred on or before June 30, 2018;

(B) Expenditures totaling \$150,000 to be incurred on or before June 30, 2019;

(C) Expenditures totaling \$250,000 to be incurred on or before January 30, 2020;

(D) Expenditures totaling \$750,000 to be incurred on or before June 30, 2020.

(c) With respect to the cash payments set out above in paragraph 4(b)(i), one-third of each cash payment shall be paid to Michael Blady, one-third of each cash payment shall be paid to Chris Paul and one-third of each cash payment shall be paid to Dev Rishy-Maharaj.

(d) In the event that the Optionee's Exploration Expenditures, in any of the above periods, are more than the specified sum, the excess shall be carried forward and applied to the Exploration Expenditures to be incurred in succeeding periods and shall qualify as exploration expenditures thereunder. In the event that the Optionee's Exploration Expenditures, in any of the above periods, are less than the specified sum, the Optionee may pay to the Optionors the difference between the amount it actually spent and the specified sum before the expiry of that period in full satisfaction of the Exploration Expenditures to be incurred. Such payments in cash in lieu of Exploration Expenditures shall be deemed to be Exploration Expenditures for the purposes of paragraph 4(b)(ii) and shall be paid according to the provisions of paragraph 4(c).

(e) If and when the Optionee has made all of the cash payments, incurred all of the Exploration Expenditures and issued all of the common shares required pursuant to section 4(b), then the Option shall be deemed to have been exercised by the Optionee and a 100% undivided right, title and interest in and to the Property shall vest in the Optionee free and clear of all charges, encumbrances and claims, other than the royalties due to the Optionors, and the Optionors shall immediately take all necessary steps reasonably required by the Optionee to transfer an undivided 100% interest in and to the Property to the Optionee.

(f) The Optionee shall have the right at any time to accelerate the exercise of the Option by making all payments and issuing all shares due to the Optionors pursuant to paragraphs 4(b)(i) and 4(b)(ii), respectively, in which case a 100% undivided right, title and interest in and to the Property immediately shall vest in the Optionee free and clear of all charges, encumbrances and claims, and the Optionors shall immediately take all necessary steps reasonably required by the Optionee to transfer an undivided 100% interest in and to the Property to the Optionee. There is no partial vesting in the Property.

(g) Upon the completion of a positive feasibility study, Optionee shall issue an additional 1,000,000 common shares to the Optionors. One-third of all such shares shall be issued to Michael Blady, one-third of all such shares shall be issued to Christopher Paul, and one-half of all such shares shall be issued to Dev Rishy-Maharaj. All share issuance amounts shall be as constituted at time of issuance.

TRANSFER OF PROPERTY

5. Upon the execution of this Agreement, the Optionors shall transfer title to the mineral claims comprising the Property to the Optionee for administrative purposes only and the Optionee shall hold title to the claims in trust until the Optionee has fully exercised the

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Option or fully exercised its right to accelerate the exercise of the Option by making all payments and issuing all shares due to the Optionors pursuant to paragraphs 4(b)(i) and 4(b)(ii), respectively. The Optionee shall transfer title to the mineral claims comprising the Property back to the Optionors if the Option is terminated.

RIGHT OF ENTRY; OBLIGATIONS TO MAINTAIN PROPERTY

6. (a) Throughout the Option Period, the directors and officers of the Optionee and its servants, agents and independent contractors, shall have the sole and exclusive right in respect of the Property to:

(i) enter thereon;

(ii) have exclusive and quiet possession thereof;

(iii) do such prospecting, exploration, development and other mining work as the Optionee in its sole discretion may determine advisable;

(iv) bring upon and erect upon the Property such buildings, plant, machinery and equipment as the Optionee may deem advisable;

(v) remove and dispose of reasonable quantities of ores, minerals and metals for the purposes of obtaining assays or making other tests; and

(vi) act as operator of the Property.

(b) During the Option Period, the Optionee shall maintain in good standing those mineral claims comprising the Property by the doing and filing of all assessment work to the maximum allowed by BCMTO, by the payment of taxes and rentals, and the performance of all other actions which may be necessary in that regard.

(c) Optionee will work in a good miner-like manner at all times and will conform to all applicable Acts and Regulations and directives of regulatory authorities.

(d) Optionee will provide copies of all exploration data collected on the Property together with copies of any reports generated by or on behalf of the Optionee.

TERMINATION OF OPTION BY OPTIONEE

7. (a) The Optionee may terminate the Option by giving notice of such termination to the Optionors.

(b) If the Option is terminated the Optionee shall leave in good standing for a period of at least one year from the termination of the Option Period those mineral claims comprising the Property.

OPTION ONLY

8. Until the Option is fully exercised, this is an option only and except as specifically provided otherwise, nothing herein contained shall be construed as obligating the Optionee

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to do any acts or make any payments hereunder and any act or acts or payments made hereunder shall not be construed as obligating the Optionee to do any further acts or make any further payments. However, the Optionee is liable for any clean-up and/or remediation work related to its activities on the Property, both before and after termination.

POWER TO CHARGE PROPERTY

9. (a) At any time after the Optionee has exercised the Option, the Optionee may grant mortgages, charges or liens (each of which is herein called a "mortgage") of and upon the Property or any portion thereof, any mill or other fixed assets located thereon, and any or all of the tangible personal property located on or used in connection with the Property to secure financing of development of the Property.

(b) The Optionor, at all times, will retain a first charge on the Property (mineral claims and/or leases) with regard to its NSR royalty and Annual Advance Minimum Royalty.

TRANSFERS

10. (a) The Optionee may at any time either during the Option Period or thereafter, sell, transfer or otherwise dispose of all or any portion of its interest in and to the Property and this Agreement provided that any purchaser, grantee or transferee of any such interest shall have first delivered to the Optionors its agreement relating to this Agreement and to the Property, containing:

(i) a covenant to perform all the obligations of the Optionee to be performed under this Agreement in respect of the interest to be acquired by it from the Optionee to the same extent as if this Agreement had been originally executed by such purchaser, grantee or transferee; and

(ii) a provision subjecting any further sale, transfer or other disposition of such interest in the Property and this Agreement or any portion thereof to the restrictions contained in this paragraph (a).

(b) No assignment by the Optionee of any interest less than its entire interest in this Agreement and in the Property shall, as between the Optionee and the Optionors, discharge it from any of its obligations hereunder, but upon the transfer by the Optionee of the entire interest at the time held by it in this Agreement, whether to one or more transferees and whether in one or in a number of successive transfers, the Optionee shall be deemed to be discharged from all obligations hereunder save and except for the fulfillment of contractual commitments accrued due prior to the date on which the Optionee shall have no further interest in this Agreement. Unless the assignee accepts the liability, the Optionee would be responsible for any environmental damage, which has been incurred during its exploration programs on the Property.

SURRENDER OF PROPERTY INTERESTS PRIOR TO TERMINATION OF AGREEMENT

11. Should the Optionee, in its sole discretion, determine that any part of the mineral claims comprising the Property (the "Disqualified Claims") no longer warrant further exploration and development, then the Optionee may abandon the Disqualified Claims without affecting

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its rights or obligations under the Agreement, so long as the Optionee provides the Optionors with six months' notice of its intention to do so. Upon receipt of such notice, the Optionors may request that the Optionee retransfer, to the Optionors, any title the Optionee holds to the Disqualified Claims, and the Optionee hereby agrees to do so, and upon expiry of the six months, or upon the earlier transfer thereof, the Disqualified Claims shall cease to be part of the Property for the purposes of this Agreement. In the event that the Optionors elect to acquire the Disqualified Claims, the Optionee shall have no further interest of any kind in the Disqualified Claims. If the Optionee abandons the Disqualified Claims, then the Optionee shall leave those Disqualified Claims in good standing for a period of at least six months from the date of such notice.

ROYALTY

12. (a) Upon the Commencement of Commercial Production, the Optionee shall pay to the Optionors the Royalty, being equal to 2% of Net Smelter Returns on the terms and conditions as set out in this section and in Schedule "B".

(b) Installments of the Royalty payable under paragraph (a) above shall be paid by the Optionee as follows:

(i) within 60 days after the end of each of the Optionee's first three fiscal quarters in each fiscal year and within 90 days of the end of the Optionee's last fiscal quarter in each fiscal year, the Optionee shall pay to the Optionors an amount equal to 25% of the estimated Royalty, if any, for the fiscal year, adjusted if necessary after the first quarter of any fiscal year to reflect any change during the fiscal year in estimated Royalty; and

(ii) within 120 days after the end of the Optionee's fiscal year, the balance, if any, of Royalty payable in respect of the fiscal year last completed.

(c) After Commencement of Commercial Production, the Optionee shall, within 60 days after the end of each fiscal quarter, furnish to the Optionors quarterly unaudited statements respecting operations on the Property, together with a statement showing the calculation of Royalty for the fiscal quarter last completed. Forthwith after the end of each fiscal year, commencing with the year in which Commencement of Commercial Production occurs, the accounts of the Optionee relating to operations on the Property shall be audited by the auditors of the Optionee, at its expense, and the statement of operations, which shall include the statement of calculation of Royalty for the year last completed. The Optionors shall have 45 days after receipt of such statements to question the accuracy thereof in writing and, failing such objection, the statements shall be deemed to be correct and unimpeachable thereafter.

(d) If the audited financial statements furnished pursuant to paragraph (c) disclose any overpayment of Royalty by the Optionee during the fiscal year, the amount of the overpayment shall be debited against future installments of Royalty payable hereunder.

(e) If the audited financial statements furnished pursuant to paragraph (c) disclose any underpayment of Royalty by the Optionee during the year, the amount thereof shall be paid to the Optionors forthwith after determination thereof.

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(f) The Optionee agrees to maintain for each mining operation on the Property, up-to-date and complete records relating to the production and sale of minerals, ore, bullion and other product from the Property, including accounts, records, statements and returns relating to treatment and smelting arrangements of such product, and the Optionors or their agents shall have the right at all reasonable times, including for a period of 12 months following the expiration or termination of this Agreement, to inspect such records, statements and returns and make copies at their own expense for the purpose of verifying the amount of Royalty payments to be made by the Optionee to the Optionors pursuant hereto. The Optionors shall have the right at their own expense to have such accounts audited by independent auditors once each fiscal year.

(g) Optionee will have the right at any time prior to the commencement of Commercial Production to purchase one-half of the Royalty (i.e., a 1.0% royalty) for a payment of \$1,000,000 to the Optionors, of which \$500,000 shall be paid according to the provisions of paragraph 4(c).

(h) Beginning on December 31, 2019 and annually thereafter, Optionee shall make an Annual Advance Minimum Royalty payment to the Optionors of \$50,000 annually (the "Annual Advance Minimum Royalty Payments"). All Annual Advance Minimum Royalty Payments shall be deductible from future Royalty payments payable under paragraph (a) above.

(i) The Optionors shall retain a first charge on the Property or any lease thereon with regard to the Optionors' Royalty and Annual Advance Minimum Royalty Payments. Upon the Optionee's obligation to make Royalty and Annual Advance Minimum Royalty Payments to the Optionors coming into effect at the commencement of Commercial Production, the parties agree to execute an agreement (the "Security Agreement") substantially in the form as attached as Schedule "C" to this Agreement, such Security Agreement to be registered against the Property to provide a first charge on the Property for the Royalty and the Annual Advance Minimum Royalty payments due to the Optionors.

FORCE MAJEURE

13. (a) If the Optionee is at any time either during the Option Period or thereafter prevented or delayed in complying with any provisions of this Agreement by reason of strikes, lock-outs, labour shortages, power shortages, fuel shortages, fires, wars, acts of God, governmental regulations restricting normal operations, shipping delays or any other reason or reasons, other than lack of funds, beyond the control of the Optionee, the time limited for the performance by the Optionee of its obligations hereunder shall be extended by a period of time equal in length to the period of each such prevention or delay, but nothing herein shall discharge the Optionee from its obligations hereunder to maintain the Property in good standing.

(b) The Optionee shall give prompt notice to the Optionors of each event of force majeure under paragraph (a) and upon cessation of such event shall furnish to the Optionors with notice to that effect together with particulars of the number of days by which the Obligations of the Optionee hereunder have been extended by virtue of such event of force majeure and all preceding events of force majeure.

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CONFIDENTIAL INFORMATION

14. No information furnished by the Optionee to the Optionors hereunder in respect of the Property or the activities carried out on the Property by the Optionee shall be published, utilized or disclosed by the Optionors without the prior written consent of the Optionee, but such consent in respect of the reporting of factual data shall not be unreasonably withheld, and shall not be withheld in respect of information required to be publicly disclosed pursuant to applicable securities or corporation laws, regulations or policies. Optionors agree to use all reasonable care to preserve the confidentiality of such information.

DEFAULT

15. If at any time during the Option Period the Optionee is in default of any provision in this Agreement, the Optionors may terminate this Agreement, but only if:

(a) they shall have first given to the Optionee a notice of default containing particulars of the obligation which the Optionee has not performed, or the warranty breached; and

(b) the Optionee has not, within 30 days following receipt of such notice of default, cured such default. Should the Optionee fail to comply with the provision of subparagraph (b), the Optionors may thereafter terminate this Agreement by giving notice in writing thereof to the Optionee.

NOTICES

16. (a) Each notice, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be sent by prepaid registered mail deposited in a Post Office in Canada addressed to the party entitled to receive the same, or delivered, or electronically transmitted to such party at the address for such party specified above. The date of receipt of such notice, demand or other communication shall be the date of delivery thereof if delivered, electronically transmitted, or, if given by registered mail as aforesaid, shall be deemed conclusively to be the third business day after the same shall have been so mailed except in the case of interruption of postal services for any reason whatever, in which case the date of receipt shall be the date on which the notice, demand or other communication is actually received by the addressee.

(b) Either party may at any time, and from time to time, notify the other party in writing of a change or address and the new address to which notice shall be given to it thereafter until further change.

GENERAL

17. (a) This Agreement shall supersede and replace any other agreement or arrangement, whether oral or written, heretofore existing between the parties in respect of the subject matter of this Agreement.

(b) No consent or waiver expressed or implied by either party in respect of any breach or default by the other in the performance by such other of its obligations hereunder shall be deemed or construed to be a consent to or a waiver of any other breach or default.

(c) The parties shall promptly execute or cause to be executed all documents, deeds,

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conveyances and other instruments of further assurance and do such further and other acts which may be reasonably necessary or advisable to carry out fully the intent of this Agreement or to record wherever appropriate the respective interest from time to time of the parties in the Property.

(d) This Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

(e) Nothing contained in this Agreement shall, except to the extent specifically authorized hereunder, be deemed to constitute either party hereto a partner, agent or legal representative of the other party.

(f) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and shall be subject to the approval of all securities regulatory authorities having jurisdiction. The parties hereto irrevocably consent to the exclusive jurisdiction of the courts of the Province of British Columbia and hereby agree that any disputes or claims arising hereunder may be brought before, and adjudicated by, the courts of the Province of British Columbia, all objections to such venue in such court being irrevocably waived hereby.

(g) Time shall be of the essence in this Agreement.

(h) Wherever the neuter and singular is used in this Agreement it shall be deemed to include the plural, masculine and feminine, as the case may be.

(i) All covenants, agreements, representations and warranties made by the parties will survive the assignment of the Assignor's right, title and interest in, under and to the Option Agreement.

(j) If any provision of this Agreement will be found or determined to be invalid, illegal or unenforceable, it will be severable from this Agreement and the remainder of this Agreement will be read and construed as if such invalid, illegal or unenforceable provision or part had been deleted herefrom.

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

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

OPTIONERS:

"Michael Blady"
Michael Blady

"Christopher Paul"
Christopher Paul

"Dev Rishy-Maharaj"
Dev Rishy-Maharaj

OPTIONEES:

"Peter Cunningham"
Peter Cunningham

"Jordan Trimble"
Jordan Trimble

"Johnathan Dewdney"
2411763 Ontario Inc.
Per: Jonathan Dewdney

"James Pettit"
James Pettit