# **BETWEEN:**

**RIDGELINE EXPLORATION SERVICES INC.** of 206-3500 Carrington Road, West Kelowna, BC, V4T 3C1 (Hereinafter the "Contractor" OR "Ridgeline")

OF THE FIRST PART

# AND:

**MANSA EXPLORATION INC.** of 8 Wellington Street E., Mezzanine Level, Toronto, Ontario, M5E 1C5 (Hereinafter the **"Client"**)

OF THE SECOND PART

#### WHEREAS:

- A. The Client is the owner or has an interest in the mineral claims described in Schedule "B" (herein called the "Property");
- B. The Client requires the services of a contractor to perform the work and services outlined in Schedule "C" (herein called the "Work Program");
- C. The Contractor has agreed with the Client to undertake the Work Program on the terms and conditions herein contained.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that the consideration of the covenants and agreements herein contained the parties hereto agree as follows:

# 1. <u>Definitions:</u>

- (a) "AGREEMENT" shall mean this Service Agreement between Ridgeline Exploration Services Inc. and Mansa Exploration Inc. dated October 14<sup>th</sup>, 2016 as amended from time to time, including all attachments, exhibits, and schedules hereto.
- (b) "BUDGET" shall mean the estimated cost of the Work Program.
- (c) "EFFECTIVE DATE" shall be October 14<sup>th</sup>, 2016 and shall mean the date this Agreement becomes effective.
- (d) "PERSONNEL" shall mean Ridgeline Exploration Services Inc.'s permanent and temporary employees, officers and subcontractors involved in the execution and performance of the present Service Agreement.
- (e) "PROPERTY" shall mean the Skyfire Property, as specified in Schedule 'B' hereto.
- (f) "QUALIFIED PERSON" shall mean a registered Professional Geologist (P.Geo.) whom by reason of education, affiliation and registration with a professional association, as defined in National Instrument 43-101 (NI 43-101), and past relevant work experience, fulfills the requirements to be a "qualified person" for the purposes of NI 43-101.
- (g) "SERVICE FEE" shall mean fee incurred by the Contractor for personnel, equipment, and services provided or supplied with respect to the Work Program plus an administration fee of 10%.
- (h) "WORK PROGRAM" shall mean all of the services to be performed by Ridgeline Exploration Services Inc. as designated in Schedule "B" as the work and services to be performed by the Contractor.

#### 2. Contractor's Services

- (a) The Contractor shall perform the work and provide the services with respect to the Work Program as designated in the Budget as the work and services to be performed by the Contractor and, such additional work and services as may from time to time be mutually agreed to by the Contractor and the Client.
- (b) In the event that the Contractor is requested to perform any services or work which falls outside of the scope of the Work Program defined herein, it shall forthwith perform the same and the Client agrees to compensate the Contractor for such additional work and services performed.
- (c) The Contractor shall, in addition to the Work Program defined herein perform the following duties:
  - at the cost of the Client, apply for and maintain in full force and effect any and all governmental permits and approvals required for the lawful undertaking of the Work Program;
  - (ii) comply with all terms and conditions applicable to the Client or the Work Program contained in any governmental permit or approval required or obtained for the lawful prosecution of the Work Program, or in any insurance policy affecting or covering the Work Program, or in any surety bond obtained in connection with the Work Program;
  - (iii) furnishing such consultation and advice relating to the Work Program as may be reasonably requested from time to time by the Client;
  - (iv) keeping the Client fully informed on a regular basis of the progress of the Work Program, including the preparation of such reports as are provided for herein or as may reasonably be requested by the Client and which are of a nature generally requested or expected of contractors on similar projects;
- (d) The Contractor shall prepare and distribute to the Client a report on the progress of the Work Program every four weeks, which report shall include:
  - (i) the cost incurred to date of the report for the Work Program;
  - (ii) comparison of the costs of the Work Program contained in the budget with the actual costs of the Work Program to the date of the report;
  - (iii) an estimate of any anticipated cost over-runs for any item contained in the Budget.
- (e) The Contractor shall hire and retain at the expense of the Contractor and as employees of the Contractor, and not as employees of the Client, such personnel as may be required to properly perform the Contractor's function hereunder. The compensation, retention and performance of employees hired by the Contractor at its own expense shall be controlled exclusively by the Contractor, and the Contractor shall be responsible for complying with all laws and regulations affecting such employment, including the provision of any benefits or compensation requested by statute or contract.

#### Budget

As soon as practicable after the Work Program has been determined, and in any event prior to commencement of the Work Program, the Contractor shall prepare and submit to the Client for its review and approval a budget for the Work Program (herein the "Budget") showing the estimated cost of the Work Program broken down by line item, including a reasonable allowance for contingencies and reserves. The Contractor shall update the Budget as and when any material change occurs in the Work Program or in the assumptions of the items contained in the Budget. The approval by the client of the Budget, including any amended Budget, shall constitute approval to the Contractor to make any expenditures described therein or actions reasonably necessary to carry out such budgeted expenditures. However, this shall not preclude the Contractor from performing services and incurring expenses under the Work Program whether original or amended, prior to approval of the Budget by the Client, and any such expenditure by the Contractor shall be reimbursed by the Client as per Paragraph 4 of the Contract.

# 4. <u>Compensation</u>

(a) As compensation for the services to be provided by the Contractor hereunder, the Client shall pay to the Contractor a "Service Fee" for the personnel, equipment and services provided or supplied with respect to the Work Program at the rates equal to the Contractor's charge out rates for such personnel, equipment and services as set forth in the Contract's "Charge Out Rate Sheet" attached hereto as Schedule "B", plus a 10% management fee on all non-personnel items of expenditure. The Contractor shall prepare and deliver to the Client monthly statements showing the amount of the Contractor's Service Fee for the preceding monthly period and the

Client shall cause the Contractor's Service to be paid within **fifteen (15) days** of the receipt of the said statement setting forth the Contractor's Service Fee.

- (b) Notwithstanding anything contained herein, the Client shall pay to the Contractor on account of the Service Fee to be paid to the Contractor in respect of personnel, equipment and services to be provided hereunder the sum of \$30,000 (thirty thousand dollars), which sum shall be applied on account of the final statement of Service Fees to be rendered to the Client by the Contractor in respect of the Work Program. In the event that the aforesaid sum paid by the Client to the Contractor shall exceed the amount of the Contractor's Service Fee, the Contractor shall refund the difference to the Client.
- (c) The payment of the aforesaid Service Fee shall constitute full and complete payment to the Contractor, and to all of its officers, employees, principals and subcontractors, for all personnel, equipment and services provided by the Contractor with respect to the Work Program at any time prior to or following the execution of this Agreement, except only for such additional fees and charges as shall be agreed to in writing by the Client and the Contractor.
- (d) In the event that the Client directs or instructs the Contractor to perform or furnish any services or work which falls outside the scope of the Work Program and/or the services to be provided herein, the Contractor shall be entitled to receive such additional compensation as shall be mutually agreed upon, or in the absence of such agreement as shall be reasonable and equitable under the circumstances.

# 5. <u>Duration and Termination</u>

Initial Term and Renewal

The initial term during which the Contractor shall be obligated to perform the work and services under the present agreement shall commence on the effective date and end upon final Completion of the Work Program.

### Early Termination

This Agreement shall terminate and be at an end in the event that:

#### (a) Termination by Mutual Agreement

The Parties may mutually agree to terminate this Agreement;

### (b) <u>Termination for Contractor's bankruptcy or insolvency</u>

The Client shall have the right to terminate the present Agreement upon 30 (thirty) days written notice to the Contractor in the event the Contractor files a voluntary assignment in bankruptcy or is adjudicated a bankrupt or insolvent, or files any petition seeking a reorganization arrangement, liquidation, dissolution or similar relief under any present or future law relating to bankruptcy, insolvency or other relief for debtors or shall seek, consent to or acquiesce in the appointment of any trustee, receiver, conservator or liquidator of the Contractor, or of all or a substantial part of its assets;

#### (c) Termination for non-performance of work and services by Contractor

(i) In the event the Contractor fails to perform the Work Program in the manner or within the time required or commits or permits a breach of or default in any of its duties, liabilities or obligations hereunder and fails to fully cure or remedy such failure, breach or default within thirty (30) days after written notice specifying the nature of such failure, breach or default by the Contractor, or if such breach or default cannot be reasonably cured within the said thirty (30) days, fails to commence such cure or remedy within the said thirty (30) day period or at any time thereafter fails to diligently prosecute such cure or remedy to completion, the Client shall have the right to terminate the Agreement upon 30 (thirty) days written notice to the Contractor. If the Contractor fails repeatedly to perform its obligations under this Agreement in a timely or satisfactory fashion and thereby materially interferes with the Client's schedule for completion of the Work Program; provided that the Client has previously notified the Contractor in writing of one or more prior failures to perform in a timely or satisfactory fashion and the Contractor has failed to or could not correct such prior failure, and, in one or more subsequent instances, has failed to perform its obligations in a timely or satisfactory fashion, the Client shall have the right to terminate the Agreement upon 30 (thirty) days written notice to the Contractor.

# (d) Termination for non-payment of Service Fee by Client

In the event the Client fails to pay the Contractor's Service Fee from time to time as and when the Service Fee shall be due and payable, the Contractor shall have the right to terminate the Agreement upon 30 (thirty) days notice to the Client.

# (e) <u>Termination for change in control</u>

In the event of the Client disposing of all or any part of its interest in the Property prior to the completion of the Work Program by the Contractor without the prior consent of the Contractor, the Contractor shall have the right to terminate the Agreement upon 30 (thirty) days written notice.

- (f) Termination for non-approval for Amended Budget, Excessive, Unnecessary or Unreasonable Costs

  The client shall have the right to terminate the Agreement upon 30 (thirty) days written notice in the event that:
  - the Client does not approve any amended Budget or Work Program submitted to it by the Contractor;
  - (ii) the cost of carrying out the Work Program exceeds the Budget by an amount exceeding fifteen (15%) percent of the Budget;
  - (iii) the contractor incurs costs which are unnecessary or unreasonable and not in accordance with prudent and generally accepted industry practices.

# 6. Ownership of Information and Material

The Contractor shall, upon completion of the Work Program or any sooner termination of this Agreement, deliver to the Client all written data and information generated by or for the Client in connection with the Work Program, and all drawings, plans, books, records, contracts, agreements and all other data, information and documents in its possession relating to its services or the Work Program, and the Client shall be the owner of the work product and have the right to use the same without further compensation to the Contractor. The work product will include an NI 43-101 compliant report. Ridgeline agrees to provide the timely consent of the "Qualified Person" to any use of the information and material. The Contractor agrees, for itself and all personnel retained or employed by the Contractor in performing its services, to follow the guidelines set out in the confidentiality agreement attached to this agreement in Schedule A.

# 7. <u>Insurance</u>

The Contractor shall, while providing any services for or on behalf of the Client hereunder, maintain insurance coverage, which insurance coverage shall include general liability insurance covering claims for personal injury, including but not limited to bodily injury or property damage, occurring in or upon the Property. Such insurance shall cover the Client, Surface Land Owner and the Contractor, and shall include broad blanket contractual liability, broad form property damage and full form personal injury (including but not limited to bodily injury), covering the performance of all work or services at or from the Property by the Contractor.

# 8. Licences

The Contractor shall, at its own expense, qualify to do business and obtain and maintain such licenses as may be required for the performance by the Contractor of its services.

#### 9. Indemnity

- The Contractor hereby agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including reasonable legal fees), arising directly or indirectly, in whole or in part, out of the negligence or any willful act or omission of the Contractor, or any of its officers, directors, agents or employees in connection with this Agreement or the Contractor's services or work hereunder, within the scope of its duties or authority hereunder. The provisions of this paragraph shall survive the termination of this Agreement.
- (b) The Client hereby agrees to indemnify, defend and hold harmless the Contractor, its officers, directors and employees, from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including reasonable legal fees), arising directly or indirectly in whole or in part, out of any action

taken by the Contractor within the scope of its duties or authority hereunder, excluding only such of the foregoing as result from the negligent or willful act of the Contractor, its officers, directors, agents and employees. The provisions of this paragraph shall survive the completion of the Contractor's services hereunder or any earlier termination of this Agreement.

### 10. <u>Independent Contractor</u>

In performing its services hereunder, the Contractor shall be an independent contractor and not an employee or agent of the Client.

# 11. Tax and Contributions

The Contractor assumes full and exclusive responsibility and liability for withholding and paying, as may be required by law, all federal and provincial taxes and contributions, with respect to, assessed against, or measured by the Contractor's earnings hereunder, or salaries or other contributions or benefits paid or made available to any person retained, employed or used by or for the Contractor in connection with its services, and any and all other taxes and contributions applicable to its services for which the Contractor may be responsible under any laws or regulations, and shall make all returns and/or reports required in connection with any and all such laws, regulations, taxes, contribution and benefits.

# 12. Severability

Each provision of this Agreement is intended to be severable. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

#### 13. Legal Fees

In the event either of the parties hereto shall institute any action or proceeding against the other party relating to this Agreement, the unsuccessful party in such action or proceeding shall reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable fees as fixed by the Court.

# 14. Waiver - Consents

No consent or waiver, express or implied, by either party hereto or of any breach or default by the other party in the performance by the other of its obligations hereunder shall be valid unless in writing and no such consent or waiver shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or other obligations of such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any party hereto shall not be construed to waive or limit the need for such consent in any other or subsequent instance.

### 15. Governing Law

This Agreement is entered into in the Province of British Columbia and shall be governed by the laws thereof.

#### 16. Time of Essence

Subject to the provision of Paragraph 17, time is of the essence in the performance of this Agreement.

# 17. Force Majeure

A delay in or failure of performance by either party hereto other than the payment of money, shall not constitute a default, nor shall the Client or the Contractor be held liable for loss or damage, if and to the extent that such delay, failure, loss or damage is caused by occurrences beyond the reasonable control of such party, and its agents, employees, contractors, subcontractors and consultants, including but not limited to Acts of God, expropriation or confiscation of facilities, compliance with any order or request of any governmental authority or person purporting to act therefore, acts of declared or undeclared war, weapon of war employing atomic fission or radioactive force, whether in the time of peace or war, public disorders, rebellion, sabotage,

revolution, earthquake, floods, riots, strikes, labour or employment difficulties, delays in transportation, inability of a party to obtain necessary materials or equipment or permits due to existing or future laws, rules or regulations of governmental authorities, or any other causes, whether direct or indirect, and whether or not of the same class or kind as those specifically above named, not within the reasonable control of such party, or its agents, employees, contractors, subcontractors and consultants, and which by the exercise of reasonable diligence the said party is unable to prevent. However, (i) the Contractor shall not be entitled to the benefits of this Paragraph 17 unless it gives prompt written notice to the Client of the existence of any event, occurrence or condition which it believes permits a delay in the performance of its obligations pursuant to this Paragraph 17, and (ii) no such event, occurrence or condition referred to in this Paragraph 17 shall prevent the parties from terminating this Agreement pursuant to Paragraph 5.

# 18. <u>Assignment and Sub</u>contracts

This Agreement is personal to the Contractor and the Contractor shall have no right, power, or authority to assign this Agreement, or any portion hereof or any monies due or to become due hereunder, or to delegate any duties or obligation arising hereunder, either voluntarily, involuntarily or by operation of law without the prior written approval of the Client. The Contractor may however subcontract its services, or any portion thereof under this Contract, and any such subcontract of the Contractor's services or any part thereof shall not be construed to make the Client a party to such subcontract or to expose the Client to any claims or liabilities arising thereunder. The Client shall have the right to assign this Agreement, but such assignment shall not discharge or release the Client from its duties and obligations to the Contractor in the event that the Client's assignee does not perform such duties and obligations. Without waiver of the foregoing provisions, all of the rights, benefits, duties, liabilities, and obligations of the parties hereto shall inure to the benefit of and be binding upon their respective successors and assigns.

#### 19. Arbitration

- (a) Any and all disputes arising out of or in connection with the present Agreement shall be refereed to Arbitration, conducted in accordance with the provisions contained in Commercial Arbitration Act of British Columbia or any subsequent amendments, modifications or re-enactment thereof.
- (b) The arbitration shall be conducted by three arbitrators selected by the parties. The place of Arbitration shall be Vancouver, British Columbia and the proceedings of the arbitration would be conducted in English.
- (c) The award rendered by the arbitrators in any such proceedings would be final and binding on the parties and may be entered in any court having jurisdiction thereof.
- (d) All fees and expenses of the arbitrators and all other expenses of the arbitration, except for legal fees, shall be shared equally by the parties to such arbitration. Each party shall bear its own legal fees.
- (e) The arbitration clause shall be applicable to any dispute arising out of, incidental to or in connection with the present Agreement, even after the expiry of the present Agreement.

#### 20. Modification of Agreement

This Agreement and the Confidentiality Agreement constitute the entire agreement between the parties hereto. To be effective any modifications of this Agreement must be in writing and signed by the party to be charged thereby.

# 21. <u>Headings</u>

The headings of the Paragraphs of this Agreement are inserted for convenience of reference only and shall not in any manner affect the construction or meaning of anything herein contained or govern the rights or liabilities of the parties hereto.

#### 22. Interpretation

Whenever the content requires, all words used in the singular number shall be deemed to include the plural and vice versa, and each gender shall include any other gender.

# 23. Notices

All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or, if mailed,

upon the first to occur of actual receipt of forty-eight (48) hours after being placed in a regularly maintained receptacle for the deposit of mail, postage prepaid, registered or certified mail, with return receipt requested, addressed to the above parties as follows:

CLIENT:	MANSA EXPLORATION INC. 8 Wellington Street E., Mezzanine Level,
CLIENI.	MANSA EXPLORATION INC. 6 Wellington Street E., Mezzallile Level,
	Taranta Outada MEE 405

Toronto, Ontario, M5E 1C5

CONTRACTOR: RIDGELINE EXPLORATION SERVICES INC.

#206 - 3500 Carrington Rd., West Kelowna BC, V4T 3C1

Notice of a change in address of one of the parties shall be given in writing to the other party as provided above, but shall be effective only upon actual receipt.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the day and year first above written.

WITNESS:	MANSA EXPLORATION INC.
<u>"Signed"</u>	<u>"Signed"</u> Authorized Signatory
WITNESS:	RIDGELINE EXPLORATION SERVICES INC.
"Signed"	<u>"Signed"</u> Authorized Signatory

#### SCHEDULE "A"

# CONFIDENTIALITY AGREEMENT BETWEEN RIDGELINE EXPLORATION SERVICES INC. ("RIDGELINE") AND MANSA EXPLORATION INC. (THE "CLIENT") FOR THE SKYFIRE MINERAL PROPERTY, BRITISH COLUMBIA, CANADA

As part of the Work Program, more completely described in Schedule "C", certain information that is in written or digital form relating to the Property (the "Data") may be provided to Ridgeline by the Client. In consideration of the Client disclosing, or causing to be disclosed, the Data to Ridgeline and in consideration of the parties' respective covenants, the Client and Ridgeline hereby undertake and agree as follows:

- 1. The Client represents and warrants that it owns a 100% interest in the Property, and no other party has an ownership interest in the Property other than the Surface Land Owners.
- 2. In this Agreement, "Data" means any non-public domain information regarding the Property:
  - (a) in written or digital form provided to Ridgeline by the Client or on its behalf;
  - (b) orally transmitted to Ridgeline by the Client only if such information is committed to writing and delivered to Ridgeline within 10 days of its transmission; and
  - (c) which is derived from Ridgeline's interpretation or analysis of samples and observations from site visits.
- 3. Ridgeline will not disclose any Data to any other person except as herein permitted.
- 4. Ridgeline will restrict disclosure of the Data to only those employees, directors, officers, agents or consultants of Ridgeline or its affiliates (collectively, "Representatives") on a need-to-know basis.
- 5. Ridgeline will not, by virtue of this Agreement, acquire any title or interest in the Data received from the Client.
- 6. Ridgeline acknowledges that the Client does not make any representation or warranty as to the completeness or accuracy of the Data. The Client does warrant, however, that:
  - (a) the Client may rightfully disclose or make available the Data to Ridgeline without the violation of any contractual, legal, fiduciary or other obligation to any person.
- 7. Ridgeline will indemnify and save the Client harmless from all actions, liabilities, damages and expenses including reasonable legal fees, but excluding consequential damages such as, but not limited to, loss of profits or revenues, resulting from Ridgeline's breach of this Agreement, including any breach by its Representatives.
- 8. Ridgeline's obligations will not apply to any portion of the Data which:
  - (a) corresponds in substance to information which was developed independently by employees of Ridgeline or its affiliates prior to the date of this Agreement;
  - (b) is now or hereafter becomes publicly available, other than by reason of Ridgeline's failure to comply with this Agreement;
  - (c) was in Ridgeline's or Ridgeline's affiliates' possession prior to Ridgeline's initial receipt of the Data hereunder:
  - (d) was lawfully acquired by Ridgeline or Ridgeline's affiliates from a third party, or
  - (e) Ridgeline or its affiliates or Representatives are required to report or disclose by law, by a court or by a regulatory authority having jurisdiction, provided that Ridgeline or its affiliates or Representatives (as applicable) will, if practicable in their sole opinion, give notice to the Client before any such disclosure in order to permit the Client the opportunity to contest or to otherwise restrict such disclosure or reporting.
- 9. Subject as follows, Ridgeline will, on request, return to the Client all of the Data supplied by the Client under paragraphs 2(a) or 2(b). However, the Client agrees that:

- (a) Ridgeline and its Affiliates shall have no obligation to erase any Data that has been backedup electronically in accordance with its standard data protection protocol;
- (b) Ridgeline may retain a copy of the documents containing such Data with external lawyers for legal defense purposes only.
- 10. Neither Ridgeline nor its affiliates will, without the Client's prior written consent, stake, acquire, lease or become entitled to acquire, directly or indirectly, alone or in concert with any other party, any mineral rights within the Property and the area extending ten kilometers from the outermost boundary of the Property as further described on the attached Schedule "B" (the "Area of Interest"). This covenant will be in force until the earlier of:
  - (a) the date the Client relinquishes or abandons all of the Property; provided that if the Client abandons, sells, disposes in any way, or does not renew the tenure of any portion of the Property, Ridgeline can nevertheless acquire that portion and this section 10 shall not apply thereto; and
  - (b) the termination of this Agreement.

If Ridgeline or its affiliates acquire any such interest in contravention of this section 10, Ridgeline will notify the Client immediately and Ridgeline will promptly, if the Client so requests in writing within 30 days of Ridgeline's notification, convey such interest to the Client at no cost to the Client.

- 11. Notwithstanding anything else in this Agreement to the contrary, neither party will have any obligation to the other with respect to the acquisition of any other interests, whether directly or indirectly, which are not restricted by section 10.
- 12. Nothing in this Agreement will restrict Ridgeline or its affiliates from using any geological, geophysical, geochemical, metallurgical or operational concept, model or principle of any kind in their other exploration or mining endeavors even if derived from the Data.
- 13. The confidentiality in this agreement and Ridgeline's obligations hereunder will terminate and be of no further force or effect after the date which is either:
  - (a) When agreed to be terminated by both parties, or
  - (b) When confidential information is publicly disclosed by the Client.
- 14. The execution, delivery and performance of this Agreement will in no way obligate or be construed to obligate any of the parties to enter into any type of contractual arrangement, or to commence or continue negotiations, in relation to the Data or the Property.
- 15. The execution, delivery and performance of this Agreement will not preclude the Client from disclosing the Data, or dealing with the Property, to third parties.
- 16. Ridgeline will not assign this Agreement without the Client's prior written consent.
- 17. This Agreement will be interpreted in accordance with the laws of British Columbia, Canada, and each of the parties attorns to the jurisdiction of the courts of British Columbia and to the commencement of proceedings in such courts.
- 18. This Agreement constitutes the parties' entire understanding relating to the subject matter hereof and supersedes any obligations of confidentiality that Ridgeline would otherwise have to the Client in law or equity with respect to the Data or the Property.
- 19. This Agreement may be executed in any number of counterparts and exchanged electronically, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

# SCHEDULE "B"

# PROPERTY DESCRIPTION

For the purposes of this agreement the Skyfire property located in the Cariboo Mining District, British Columbia, Canada constitutes the following claims:

Title Number	Title Type	Claim Name	Good To Date	Area (ha)
1042473	Mineral	CUTTY	2017/jan/25	316.11
1042470	Mineral	CUTTY 2	2017/jan/25	296.27
1042472	Mineral	CUTTY 3	2017/jan/25	355.51
1042474	Mineral	CUTTY 4	2017/jan/25	256.85
1042475	Mineral	CUTTY 5	2017/mar/01	256.84
1042713	Mineral	CUTTY 6	2017/mar/10	197.51
1042714	Mineral	CUTTY 7	2017/mar/10	217.36

TOTAL AREA (ha.): 189

1896.45

#### SCHEDULE "C"

# DESCRIPTION OF WORK AND SERVICES TO BE PERFORMED BY CONTRACTOR AND CHARGES

Subject to weather conditions permitting, the Contractor shall, during the period between October 15, 2016 and November 15, 2016, perform services described in this schedule.

These services will include geoteching, logging and sampling of diamond drill core by both a geotechnician and senior geologist as well as supervision of the drilling program and a property inspection by a Qualified Person. The diamond drilling contract shall be between the drilling contractor and the Client. Progress of operations will be reported to the Vancouver office of the Contractor daily when possible and communicated to the Client on a regular basis. Technical products will be maintained and working copies made available to the Client, other than those being generated by other consultants under separate contract. Data collected and work performed will be done with the expectation that the results will be used in whole to generate an NI 43-101 Technical Report as well as an assessment report to be filed with the BC Ministry of Energy & Mines (the completion of these reports to take place during the period of this contract and is included in the terms of this contract).

In addition, the Contractor shall provide such services as the Client shall direct the Contractor either verbally or by written instructions to perform from time to time during the aforesaid period.

Listed below are the Contractor's standard charge-out rates for personnel and equipment. **Some items listed may not be required for this contract.** 

Senior Geologist	\$600/day
Senior Geophysicist	\$600/day
Junior Geologist	\$550/day
Geotechnician/Field Assistant	\$400/day
Report Writing (Senior Geologist)	\$150/hour
GIS Technician	\$400/day
Vehicle travel (over 100 km)	\$0.65/km
4x4 Vehicle Rental	
Magnetometer Rental	\$600/day
Field equipment rental & consumables	
Camp rental	\$60/day
ATV Rental	
Trailer rental	\$50/day

All out of pocket expenses incurred by the Contractor, while performing such agreed upon services, that are not covered by any of the charge-out items listed above will be charged to the Client at cost plus 10%. These expenses will include repair and maintenance of vehicles and equipment resulting from wear and tear beyond normal and reasonable circumstances.