
BETWEEN

MOUNTAIN LAKE MINERALS INC of 59 Payzant Drive, Windsor, Nova Scotia B0N 2T0 (**MLK**);

AND

WARWICK GOLD INC of [redacted] (**Warwick**).

RECITALS

A. The Parties wish to enter into this AGREEMENT to record the terms and conditions of the assignment.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this AGREEMENT:

AGREEMENT and **this AGREEMENT** means the AGREEMENT constituted by this document and includes the Annexures and the Recitals (if any).

Execution Date means the date on which the last of the Parties executes this AGREEMENT.

Party means a party to this AGREEMENT and **Parties** has a corresponding meaning.

1.2 Interpretation

In this AGREEMENT unless the context otherwise requires:

(a) words and phrases used or defined in the Mineral Licence shall have the same meaning when used in this AGREEMENT;

(b) headings are for convenience only and do not affect its interpretation;

(c) an obligation or liability assumed by, or a right conferred on, 2 or more Parties binds or benefits all of them jointly and each of them severally;

(d) the expression **person** includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;

(e) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;

(f) a reference to any document (including this AGREEMENT) is to that document as varied, novated, ratified or replaced from time to time;

(g) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;

(h) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;

(i) reference to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this AGREEMENT and a reference to this AGREEMENT includes any schedule, exhibit or annexure to this AGREEMENT;

(j) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and

(k) a reference to **\$** or **dollar** is to Canadian currency.

2. ACKNOWLEDGEMENT

Each of the Parties acknowledges and agrees to the following:

(A) On signing MLK agrees to issue to Warwick 2,00,000 shares at 10 cents and 2,000,000 warrants priced at 15 cents;

(B) On signing pay Warwick \$25,000 cash payment;

(C) On signing pay Warwick \$30,000 in exploration fees;

(D) On signing will commit \$200,000 in exploration expenses in the 2020 calendar year to the Manuels Mining Property: \$500k in exploration expenses in 2021 at the Manuels Mining Property and \$1,000,000 in exploration expenses in 2022 at the Manuels Mining Property; and

(E) On-signing agree to issue performance shares at 10 cents when the following is achieved:

(I) 2 grams/ton over 3m then issue 5,000,000 shares

(II) 5 grams/ton over 3m then issue 10,000,000 shares

(III) 8 grams/ton over 3m then issue 20,000,000 shares

3. FURTHER ASSURANCE

Each Party shall sign, execute and do all AGREEMENTs, acts, documents and things as may reasonably be required by the other Party to effectively carry out and give effect to the terms and intentions of this AGREEMENT.

4. GOVERNING LAW

This AGREEMENT shall be governed by and construed in accordance with the law from time to time in the Nova Scotia, Canada and the Parties agree to submit to the non-exclusive jurisdiction of the courts of Nova Scotia, Canada and the courts which hear appeals therefrom.

5. VARIATION

No modification or alteration of the terms of this AGREEMENT shall be binding unless made in writing dated subsequent to the date of this AGREEMENT and duly executed by the Parties.

6. COSTS

Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this AGREEMENT.

7. MISCELLANEOUS**7.1 Severance**

If any provision of this AGREEMENT is invalid and not enforceable in accordance with its terms, all other provisions which are selfsustaining and capable of separate enforcement without regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.

7.2 Entire Agreement

This AGREEMENT shall constitute the sole understanding of the Parties with respect to the subject matter and replaces all other agreements with respect thereto.

7.3 Counterparts

This AGREEMENT may be executed in any number of counterparts (including by way of facsimile) each of which shall be deemed for all purposes to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

7.4 Time

Time shall be of the essence in this AGREEMENT in all respects.

EXECUTED by the Parties as a AGREEMENT.

EXECUTED BY)
MOUNTAIN LAKE MINERALS INC.)
in accordance with the Corporations Act:)

Paul K. Smith

Director

"Paul Smith"

Signature

EXECUTED BY)
WARWICK GOLD INC.)
in accordance with the Corporations Act:)

William Fleming

Director

"William Fleming"

Signature