

**OPTION AGREEMENT, PICHOGEN CLAIMS**

**THIS AGREEMENT DATED AND EXECUTED AS OF JUNE 1, 2020**

**BETWEEN: GORDON NEIL HENRIKSEN**  
**133, Route 105**  
**Low, Quebec**  
**Canada, J0X 2C0**

**(the "Vendor")**

**AND: ACSENSION EXPLORATION INC.**  
**5728 E Blvd**  
**Vancouver, BC V6M 4M4**  
**Attention: Brendan Purdy or Ron Miles**

**(the "Purchaser")**

**WHEREAS** the Vendor has agreed to grant an option to the Purchaser to earn a ninety per cent (90%) interest in one hundred and thirty eight (138) mineral claims (the "**Claims**") situated in the Oba area of the Province of Ontario, more fully described in Schedule A attached hereto and generally referred to as the "**Pichogen Claims**", subject to certain conditions

**THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. REPRESENTATIONS AND WARRANTIES**

1.1. The Vendor represents and warrants that as of the date of the execution of this agreement:

- 1.1.1. they are the beneficial owner of the Claims which have been properly staked and recorded in accordance with the laws of Ontario;
- 1.1.2. that the Claims are free and clear of any charges, liens, encumbrances, royalties, conflicts or disputes of any kind; and

1.2. The Purchaser represents and warrants that as of the date of the execution of this agreement:

- 1.2.1 it is a validly existing corporation organized under applicable laws, it has the right to carry on its activity, it is free to enter into this agreement and it has achieved all necessary corporate acts in order to execute this agreement; and

**AGREEMENT**

1.3. The Vendor agrees to grant the Purchaser the exclusive and irrevocable right to earn a ninety per cent (90%) interest in the Claims, in consideration of \$10 upon signing of this agreement (agreed to have been hereby paid and received between the parties) and one percent (1%) treasury shares of the Purchaser's total outstanding share float on first day of listed trading on any Canadian Stock Exchange (CSE) and one percent (1%) treasury shares of the Purchaser's total outstanding share float on the first anniversary date of listing and one percent (1%) treasury shares of the Purchaser's total outstanding share float on the second anniversary date of listing and one percent (1%) treasury shares of the Purchaser's total outstanding share



float on the third anniversary date of listing and one percent (1%) treasury shares of the Purchaser's total outstanding share float on the fourth anniversary date of listing and twenty thousand dollars (\$20,000) on listing ACENSION EXPLORATION INC. ("ACENSION") and ten thousand dollars (\$10,000) on the first anniversary date of listing and ten thousand dollars (\$10,000) on the second anniversary date of listing and twenty five thousand dollars (\$25,000) on the third anniversary date of listing and fifty thousand dollars (\$50,000) on the fourth anniversary date of listing and one hundred and twenty five thousand dollars (\$125,000) in work expenditures on the Claims in the first year from listing (by December 31, 2020) and an additional one hundred fifty thousand dollars (\$150,000) by the first anniversary date from listing and an additional two hundred fifty thousand dollars (\$250,000) by the second anniversary date from listing and an additional two hundred fifty thousand dollars (\$250,000) by the third anniversary date from listing, and an additional three hundred fifty thousand dollars (\$350,000) by the fourth anniversary date of listing, scheduled as follows:

- 1.3.1. On signing of this Agreement \$10 cash agreed to have been paid and received upon signing.
- 1.3.2. On listing \$20,000 cash 1% shares of total float on 1<sup>st</sup> day of trading \$125,000 work year 1;
- 1.3.3. 1<sup>st</sup> Anniversary \$10,000 cash 1% shares of total float \$150,000 work year 2;
- 1.3.4. 2<sup>nd</sup> Anniversary \$10,000 cash 1% shares of total float \$250,000 work year 3;
- 1.3.5. 3<sup>rd</sup> Anniversary \$25,000 cash 1% shares of total float \$250,000 work year 4;
- 1.3.6. 4<sup>th</sup> Anniversary \$50,000 cash 1% shares of total float \$350,000 work year 5;
- 1.3.7. In regards to the first payment of 1% shares of total float for 1.3.2, the shares will be subject to a twelve (12) month escrow period where the shares are subject to return to the company for a cash sum of \$20,000 at anytime within the escrow period;
- 1.3.8. In the event the shares are returned to the company and a cash payment is made in lieu of the shares then that would signify that the Purchases no longer wishes to continue to develop the property and the property shall be returned to the Vendor.

- 2.2 Work expenditures shall include all costs of exploration, acquisition and any taxes or other fees incurred by the Purchaser for the benefit of the Claims and shall also include administrative expenses not to exceed ten per cent (10%).
- 2.3 Work expenditures shall not include work credits transferred from any mineral titles held by the Purchaser adjacent to the Claims.
- 2.4 Work will be conducted by the Vendor.
- 2.5 The Purchaser shall pay an annual non-refundable advance royalty payment (ARP) of twenty thousand dollars (\$20,000) per year commencing the fifth (5th) anniversary date of the agreement onward and increasing by twenty thousand dollars (\$20,000) annually for five years of which the nonrefundable advance royalty payment shall be deducted from the production royalty payments.
- 2.6 The Purchaser must complete the listing on or before 90 days from the signing date otherwise the "AGREEMENT" becomes null and void and the Purchaser will hold the Vendor blameless and will have no recourse against the Vendor.

## 2. ROYALTY

- 2.1. The Vendors shall be entitled a two-part production royalty (the "Royalty") consisting of a three per cent (3.0%) Net Smelter Return ("NSR") royalty on all smeltable minerals or metals extracted from the Claims as defined in Schedule B attached hereto and a three per cent (3.0%) Gross Overriding Receipts ("GOR") royalty on all diamonds extracted from the Claims as defined in Schedule C attached hereto.

- 2.2. The Purchaser shall have the right to buy back one percent of the **NSR Royalty** for one million five hundred thousand dollars (\$1,500,000) up till ten years (10 years) from the signing date.
- 2.3. The Purchaser shall be under no obligation to put the Claims into commercial production.
- 2.4. Upon commercial production, the Purchaser will make Royalty payments to the Vendor, in cash or in-kind, based on a quarterly payment schedule (i.e. every three months) to begin following the start of commercial production.

### 3. INTEREST AND TRANSFER OF PROPERTY

Upon completion by the Purchaser of all the cash payments, the issuance and delivery of shares and work expenditures set forth herein:

- 3.1. The Purchaser will have earned a non-retained fifty (50%) interest in the claims upon completion of five hundred and twenty-five thousand dollars (\$525,000) of work and forty thousand dollars (\$40,000) cash and the release from escrow of the initial share payment on the Purchasers first day of trading as well as the 1<sup>st</sup> and 2<sup>nd</sup> anniversary of signing shares and
- 3.2. the Purchaser will own a ninety percent (90%) interest in the Claims, subject to payment of the Royalty; and subject to all payments, shares and work commitments in section 1.3,
- 3.3. the Vendor will own and retain an unassailable ten percent (10%) interest in the Claims, and
- 3.4. the Vendor will deliver to the Purchaser a transfer of the Claims in recordable form, the registration cost and any related expenses to be the sole responsibility of the Purchaser.

### 4. RIGHTS AND OBLIGATIONS

During the term of the option:

- 4.1. The Purchaser shall have the exclusive and irrevocable right to access, explore and develop the Claims at its sole and absolute discretion.
- 4.2. The Purchaser will do all things and make all necessary payments to keep the Claims in good standing.
- 4.3. All work carried out by the Purchaser on the Claims shall be done in accordance with industry standards and in accordance with the laws and regulations applicable thereto.
- 4.4. The Purchaser shall hold harmless and indemnify the Vendor from any claims and recourses (including all legal costs) resulting from the work carried out by the Purchaser on the Claims.
- 4.5. The Vendor reserve the right of access to the Claims to inspect the work carried out by the Purchaser, but such inspection shall be at the Vendor's own risk and shall not interfere with the Purchaser's work.
- 4.6. The Purchaser shall keep the Vendor informed of the progress of work on the Claims by providing written and digital copies of all technical reports and a summary of all expenses incurred on the Claims on an annual basis within one-hundred twenty (120) days of the Purchaser's financial year-end. The Vendor will hold any data or information provided by the Purchaser in strict confidence and shall not release it to any other party without prior written consent from the Purchaser or unless such information has already been disclosed publicly by the Purchaser.
- 4.7. In the event that the Purchaser abandons part or all of the Claims, it will transfer such abandoned titles and all applicable work credits back to the Vendor in good standing for not less than twelve (12) months before the expiry date of such titles.



- 4.8. If this agreement is terminated prior to fulfillment of the payments and commitments set forth herein, the Vendor will keep all cash payments and treasury shares issued by the Purchaser, but the Purchaser's obligations under this agreement shall cease and neither the Vendor nor the Purchaser shall have any recourse against each other except for obligations incurred prior to the termination of the option, which have not been executed. The Purchaser shall keep the Vendor reasonably informed in writing of its intent with respect to terminating the agreement.
- 4.9. If this agreement is terminated prior to fulfillment of the payments and commitments set forth herein, the Purchaser shall forthwith:
- 4.9.1. forfeit its right to earn an interest in the Claims, ensure the Claims are clear of all liens and encumbrances, transfer all of its interest in the Claims back to the Vendor and ensure the Claims are in good standing for not less than twelve (12) months;
  - 4.9.2. deliver to the Vendor within 60 days all reports, maps, drill logs, core assay results and all other technical data related to the Claims compiled by the Purchaser;
  - 4.9.3. remove from the Claims within ninety (90) days all mining facilities and equipment brought onto the Claims by the Purchaser and leave the Claims in compliance with all governmental laws and regulations that may apply, including those related to the environment (any such facilities or equipment remaining on the Claims after the 90-day period shall become the property of the Vendor at the election of the Vendor); and
  - 4.9.4. pay to the Vendor any payments that have accrued up to the date of termination.
- 4.10. In the event of bankruptcy or liquidation of the Purchaser or that of any subsequent owner, the Claims including the Royalty shall be transferred back to the Vendors free and clear of any liabilities.
- 4.11. In the event of a stock split option shares not yet received by the Vendor will also be subject to the split.

## 5. DEFAULT, NOTICES AND TERMINATION

- 5.1. The Purchaser shall be in default of this agreement if it fails to meet any of the payments and commitments set forth herein and within thirty (30) days after receipt of a written notice from the Vendor indicating default; it has not remedied such default.
- 5.2. Any notice, cheque or other instrument permitted under this agreement shall be delivered in writing by prepaid registered or certified mail or telegram, facsimile or other similar form of telecommunication, in each case addressed to the intended recipient at the address of the respective party set out on the front page of this agreement.
- 5.3. The Vendors may terminate this agreement and the option granted hereunder by notice in writing to the Purchaser if the Purchaser should be in default in performing any of its obligations set forth herein and has failed to take reasonable steps to cure such default within thirty (30) days of the Vendor having given written notice of such default.
- 5.4. The Purchaser may, at any time and at its sole option, terminate this agreement by notice in writing to the Vendors, provided the Purchaser has complied with its obligations set forth in paragraph 2.1 herein at the time of such notice.

## 6. GENERAL PROVISIONS

- 6.1. Events of *force majeure* shall suspend the obligations of the parties hereto for their duration, except for payments of sums of money and for taxes and fees due and owing on the Claims.
- 6.2. This agreement shall be governed by the laws of the Province of Ontario.
- 6.3. It is understood and agreed that the language of this agreement is English with the consent of the parties hereto. ***Il est convenu et entendu que la présente convention est rédigée en langue anglaise selon la volonté expresse des parties.***



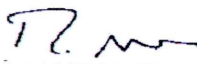
- 6.4. In the event of a dispute between the parties arising out of this agreement the matter shall be referred to the arbitration of one person, to be appointed by mutual approval of the parties hereto. Such arbitration shall be carried out pursuant to the provisions of arbitration legislation of the Province of Ontario. If parties hereto cannot agree to appoint an arbitrator, either party hereto may apply on seven days' notice given to the other party to a judge of the courts of Ontario to appoint an arbitrator. The said judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator. If any arbitrator appointed refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the arbitrator so appointed shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally.
- 6.5. This agreement constitutes the entire agreement between the parties hereto pertaining to the Claims and supersedes all prior and contemporaneous agreements, whether oral or written, between the parties in connection with the Claims. No supplement, modification or waiver of this agreement shall be binding unless executed in writing by the parties to be bound thereby.
- 6.6. The parties hereto agree to do or cause to be done all acts or things necessary to implement and carry into effect this agreement to its full extent
- 6.7. Time shall be of the essence in the performance of this agreement.
- 6.8. This agreement shall enure to the benefit of and be binding on the parties hereto and their respective successors and assigns.
- 6.9. This agreement may be executed in two or more counterparts, each of which will be deemed to be an original and all of which will constitute one agreement. Facsimile signatures are acceptable and binding.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement as of the day, month and year first above written.


**VENDOR:**

**PURCHASER:  
ACENSION EXPLORATION INC.**

  
 \_\_\_\_\_  
**Gordon Neil Henriksen**

Per:   
 \_\_\_\_\_  
**Ron Miles, Authorized Signatory**

  
 \_\_\_\_\_  
**Witness**

  
 \_\_\_\_\_  
**Witness**

**SCHEDULE A – LIST OF CLAIMS**

One hundred and thirty-eight (138) mineral titles recorded one hundred percent (100%) to Gordon Neil Henriksen located in the Porcupine Mining Division of Ontario:

<b>PICHOGEN CLAIM LIST</b>					
<b>Claim #</b>	<b>Cell Type</b>	<b>Cell ID</b>	<b>Anniversary Date</b>	<b>Work due</b>	<b>Legacy Claim #'s</b>
104388	C	42B13L136	08-05-2020	\$400	4282460
104389	C	42B13L159	08-05-2020	\$400	4282461, 4282460
106832	C	42B13K143	08-05-2020	\$400	4282462
106833	C	42B13K164	08-05-2020	\$400	4282462
108045	C	42B13L146	10-20-2020	\$400	4219662
108101	C	42B13L148	10-20-2020	\$400	4219661
108102	C	42B13L188	10-20-2020	\$400	4219661
108111	C	42B13L090	08-23-2020	\$400	4282457
108626	C	42B13L094	08-05-2020	\$400	4282458
111664	C	42B13L044	08-23-2020	\$400	4282455
111665	B	42B13L063	08-23-2020	\$200	4282455
113311	C	42B13L108	08-23-2020	\$400	4282456
122034	C	42B13K163	08-05-2020	\$400	4282462
122035	B	42B13K186	08-05-2020	\$200	4282462
122575	C	42B13L085	08-23-2020	\$400	1241859, 4282455
122600	C	42B13L124	10-20-2020	\$400	1241859, 4219662
129057	C	42B13L098	08-05-2020	\$400	4282460
133558	C	42B13K184	08-05-2020	\$400	4282462
136125	C	42B13L119	08-05-2020	\$400	4282461
142551	C	42B13L049	08-23-2020	\$400	4282456
142552	C	42B13L068	08-23-2020	\$400	4282456
142553	C	42B13L087	08-23-2020	\$400	4282456
143505	C	42B13L186	10-20-2020	\$400	4219662
143545	C	42B13L170	10-20-2020	\$400	4219661
147764	B	42B13L043	08-23-2020	\$200	4282455
147765	C	42B13L066	08-23-2020	\$400	4282456, 4282455
147766	C	42B13L064	08-23-2020	\$400	4282455
149495	C	42B13K124	08-05-2020	\$400	4282462
149496	B	42B13K146	08-05-2020	\$200	4282462
149497	C	42B13K162	08-05-2020	\$400	4282462, 4282461
149498	C	42B13K185	08-05-2020	\$400	4282462
150253	C	42B13L093	08-05-2020	\$400	4282458
161871	B	42B13L083	08-23-2020	\$200	4282455
163067	C	42B13L157	08-05-2020	\$400	4282460
166549	C	42B13K182	08-05-2020	\$400	4282462
176450	C	42B13L118	08-05-2020	\$400	428461, 4282460
176451	C	42B13L116	08-05-2020	\$400	4282460
176452	C	42B13L115	08-05-2020	\$400	4282458, 4282460
176453	C	42B13L155	08-05-2020	\$400	4282458, 4282460
177048	C	42B13L025	08-23-2020	\$400	4282455

Claim #	Cell Type	Cell ID	Anniversary Date	Work due	Legacy Claim #'s
180559	C	42B13L126	08-23-2020	\$400	1241859, 4282456, 4219662
181331	C	42B13L120	08-05-2020	\$400	4282461
182718	C	42B13L165	10-20-2020	\$400	4219662
182719	C	42B13L187	10-20-2020	\$400	4219662, 4219661
182758	C	42B13L130	08-23-2020	\$400	4282457, 4219661
182759	C	42B13L169	10-20-2020	\$400	4219661
186210	C	42B13L113	08-05-2020	\$400	4282458
186593	C	42B13L084	08-23-2020	\$400	1241859, 4282455
188094	C	42B13K121	08-05-2020	\$400	4282461
188095	C	42B13L140	08-05-2020	\$400	4282461
189524	C	42B13L149	10-20-2020	\$400	4219661
189525	C	42B13L172	10-20-2020	\$400	4282458, 4219661
189526	C	42B13L171	10-20-2020	\$400	4219661
192462	C	42B13L139	08-05-2020	\$400	4282461, 4282460
192463	C	42B13L158	08-05-2020	\$400	4282460
195900	C	42B13L065	08-23-2020	\$400	4282455
200310	C	42B13L179	08-05-2020	\$400	4282461
201251	C	42B13L088	08-23-2020	\$400	4282456
201688	C	42B13L132	08-23-2020	\$400	4282458, 4282457, 4219661
205206	C	42B13L114	08-05-2020	\$400	4282458
213922	B	42B13L023	08-23-2020	\$200	4282455
213923	C	42B13L046	08-23-2020	\$400	4282456, 4282455
215874	C	42B13L106	08-23-2020	\$400	1241859, 4282456
215875	C	42B13L105	10-20-2020	\$400	1241859
215900	C	42B13L123	10-20-2020	\$400	1241859
217322	C	42B13L180	08-05-2020	\$400	4282461
219369	C	42B13L164	10-20-2020	\$400	4219662
219426	C	42B13L189	10-20-2020	\$400	4219661
219440	C	42B13L051	08-23-2020	\$400	4282457
219441	C	42B13L071	08-23-2020	\$400	4282457
219442	C	42B13L069	08-23-2020	\$400	4282456, 4282457
222374	C	42B13L095	08-05-2020	\$400	4282458, 4282460
225338	C	42B13K183	08-05-2020	\$400	4282462
226703	C	42B13L185	10-20-2020	\$400	4219662
226731	C	42B13L128	08-23-2020	\$400	4282456, 4219661
226732	C	42B13L151	10-20-2020	\$400	4219661
226733	C	42B13L168	10-20-2020	\$400	4219661
226734	C	42B13L192	10-20-2020	\$400	4219661
236751	C	42B13L160	08-05-2020	\$400	4282461
238150	C	42B13L129	08-23-2020	\$400	4282456, 4282457, 4219661
238153	C	42B13L089	08-23-2020	\$400	4282456, 4282457
238154	C	42B13L109	08-23-2020	\$400	4282456, 4282457

Claim #	Cell Type	Cell ID	Anniversary Date	Work due	Legacy Claim #'s
242528	C	42B13L135	08-05-2020	S400	4282458, 4282460
243079	C	42B13L026	08-23-2020	S400	4282455
243080	C	42B13L045	08-23-2020	S400	4282455
246020	B	42B13K105	08-05-2020	S200	4282462
246021	B	42B13K166	08-05-2020	S200	4282462
252856	C	42B13K103	08-05-2020	S400	4282462
252857	C	42B13K142	08-05-2020	S400	4282462, 4282461
253033	C	42B13L134	08-05-2020	S400	4282458
255910	C	42B13L107	08-23-2020	S400	4282456
256260	C	42B13L166	10-20-2020	S400	4219662
256802	C	42B13L150	10-20-2020	S400	4219661
265048	C	42B13L133	08-05-2020	S400	4282458
271802	C	42B13L086	08-23-2020	S400	1241859, 4282456, 4282455
271821	C	42B13L104	08-23-2020	S400	1241859, 4282455
271822	B	42B13L103	08-23-2020	S200	1241859, 4282455
275245	C	42B13L067	08-23-2020	S400	4282456
277586	C	42B13L137	08-05-2020	S400	4282460
281345	C	42B13K104	08-05-2020	S400	4282462
281346	C	42B13K102	08-05-2020	S400	4282462, 4282461
282210	B	42B13L173	08-05-2020	S200	4282458
283402	C	42B13K141	08-05-2020	S400	4282461
285301	C	42B13L167	10-20-2020	S400	4219662, 4219661
285302	C	42B13L184	10-20-2020	S400	4219662
289087	C	42B13L117	08-05-2020	S400	4282460
289423	C	42B13K122	08-05-2020	S400	4282462, 4282461
289424	C	42B13K145	08-05-2020	S400	4282462
289538	C	42B13L153	08-05-2020	S400	4282458
291459	C	42B13K101	08-05-2020	S400	4282461
291460	C	42B13K161	08-05-2020	S400	4282461
292811	C	42B13L145	10-20-2020	S400	4219662
293368	C	42B13L152	10-20-2020	S400	4282458, 4219661
293371	C	42B13L070	08-23-2020	S400	4282457
293372	C	42B13L091	08-23-2020	S400	4282458, 4282457
296450	C	42B13L097	08-05-2020	S400	4282460
301590	C	42B13L092	08-05-2020	S400	4282458
302099	B	42B13K126	08-05-2020	S200	4282462
302100	C	42B13K123	08-05-2020	S400	4282462
305528	C	42B13L191	10-20-2020	S400	4219661
305531	C	42B13L110	08-23-2020	S400	4282457
312229	C	42B13L147	10-20-2020	S400	4219662, 4219661
312270	C	42B13L131	08-23-2020	S400	4282458, 4282457, 4219661
318749	C	42B13K144	08-05-2020	S400	4282462
318750	C	42B13K165	08-05-2020	S400	4282462



Claim #	Cell Type	Cell ID	Anniversary Date	Work due	Legacy Claim #'s
324589	C	42B13L048	08-23-2020	\$400	4282456
324590	C	42B13L047	08-23-2020	\$400	4282456
325625	C	42B13L156	08-05-2020	\$400	4282460
329696	C	42B13L125	10-20-2020	\$400	1241859, 4219662
337483	C	42B13L096	08-05-2020	\$400	4282460
337484	C	42B13L138	08-05-2020	\$400	4282461, 4282460
339206	C	42B13L024	08-23-2020	\$400	4282455
340406	C	42B13L112	08-05-2020	\$400	4282458
340407	C	42B13L154	08-05-2020	\$400	4282458
343716	C	42B13L127	08-23-2020	\$400	4282456, 4219662, 4219661
343717	C	42B13L144	10-20-2020	\$400	4219662
344259	C	42B13L190	10-20-2020	\$400	4219661
344264	C	42B13L111	08-23-2020	\$400	4282458, 4282457

C = regular claim  
B= boundary claim  
Total 138 claims

#### SCHEDULE B - NET SMELTER RETURN ROYALTY

- Pursuant to Section 3 of the agreement to which this schedule is attached, the Vendors are entitled to a royalty equal to three per cent (3%) of all Net Smelter Returns ("NSR") received by the Purchaser or any subsequent operator (the "Operator") from metal production from the Claims (as described in Schedule A of the agreement), free and clear of all costs of development and operations.
- "Net Smelter Returns" shall mean the actual proceeds received by the Operator from any mint, smelter, or other purchaser for the sale of ores, metals or concentrated products from the Claims and sold after deducting from such proceeds the following charges to the extent that they were not deducted from such proceeds by the purchaser in computing payment: smelting and refining charges; penalties; cost of transportation of ores, metals or concentrates from the Claims to any mint smelter or other purchaser; marketing costs; insurance on all such ores, metals or concentrates; and any export and import taxes on said ores, metals or concentrates levied in Canada or by the country into which such ore, metals or concentrates are imported, if such charges or costs are deducted from the proceeds received.
- Payment of the NSR royalty shall be made quarterly within ninety (90) days after the end of each fiscal quarter of the Operator and shall be accompanied by interim or annual financial statements pertaining to the operations carried out on the Claims. Within one-hundred fifty days (150) days after the end of each fiscal year of the Operator in which the NSR royalty is payable, the records relating to the calculation of NSR royalty for such year shall be audited and any resulting adjustments in the payment of the NSR royalty payable shall be made forthwith. A copy of the said audit (the "Annual Report") shall be delivered to the Vendors within thirty (30) days of the end of such one-hundred fifty (150) day period.
- Each annual audit shall be final and not subject to adjustment unless the Vendor deliver to the Operator written exceptions in reasonable detail within thirty (30) days after receipt of the Annual Report. The Vendor, or its representative duly authorized in writing, shall at its expense have the right to audit the

books and records of the Operator related to the NSR to determine the accuracy of the Annual Report, but shall not have access to any other books and records of the Operator. The audit shall be conducted by a chartered or certified public accountant of recognized standing (the "Auditor"). The Operator shall have the right to condition access to its books and records on execution of a written agreement by the Auditor that all information will be held in confidence and used solely for purposes of audit and resolution of any disputes related to the NSR royalty. A copy of the Auditor's report shall be delivered to the Operator and the amount, which should have been paid according to the Auditor's report, shall be paid forthwith, one party to the other. In the event that the said discrepancy is to the detriment of the Vendor and exceeds five per cent (5%) of the amount actually paid by the Operator, then the Operator shall pay the entire cost of the audit. Should the said discrepancy be less than 1.5% of the amount actually paid by the Operator, then the Vendor shall pay the entire cost of the audit.

5. In the event smelting or refining are carried out in facilities owned or controlled in whole or in part by the Operator, charges, costs and penalties with respect to such operations, excluding transportation, shall mean reasonable charges, costs and penalties for such operations but not in excess of the amounts that the Operator would have incurred if such operations were carried out at facilities not owned or controlled by the Operator then offering comparable custom services.
6. The Vendor shall at its election have the right to take its NSR royalty in kind as it may pertain to precious metals defined as gold and platinum group elements in whole or in part.

#### SCHEDULE C - NET SMELTER RETURN ROYALTY

1. Pursuant to Section 3 of the agreement to which this schedule is attached, the Vendor are entitled to a royalty equal to three per cent (3%) of all Gross Overriding Receipts ("**GOR**") from the Average Appraised Value of all diamonds (the "**Diamonds**") recovered, sorted and graded by the Purchaser or any other operator (the "**Operator**") from the Claims (as described in Schedule A of the agreement), free and clear of all costs of development and operations.
2. The expression "**Average Appraised Value**" shall mean the average of the valuations in Canadian dollars of the Diamonds determined by two independent graders, one appointed by the Operator and one appointed by the Vendor. Such independent graders shall be duly qualified and accredited, and shall sort, grade and value the Diamonds in accordance with industry standards, having regard to, but without limiting the generality of the foregoing, the commercial demand for the Diamonds. Each independent valuator shall value each particular classification of the Diamonds in accordance with the industry price books, standards and formulas. The parties acknowledge that the intention is that the GOR royalty be paid to the Vendor on this basis, unless the price or proceeds actually received in good faith by the Operator for or in connection with the Diamonds be lesser than the Average Appraised Value. In such a case the GOR royalty to be paid to the Vendors shall be equal to the price received for or in connection with the Diamonds.
3. Payment of the GOR royalty shall be calculated and made quarterly within ninety (90) days after the end of each fiscal quarter of the Operator, based on all Diamonds recovered from the Claims that were graded in such quarter.
4. The Vendor shall not be entitled to participate in the profits or be obligated to share in any losses generated by the Operator's actual marketing or sales practices.
5. The Vendor shall at its election have the right to take its GOR royalty in kind, as it may pertain to the Diamonds in whole or in part.

**OPTION AGREEMENT AMENDMENT "B", PICHOGEN CLAIMS**

**THIS AMENDMENT (OPTION AGREEMENT AMENDMENT "B") made and executed as of the 20<sup>th</sup> day of July, 2020.**

**BETWEEN: GORDON NEIL HENRIKSEN**  
133, Route 105  
Low, Quebec  
Canada, J0X 2C0

(the "Vendor")

**AND: EVOLUTION GLOBAL FRONTIER**  
**VENTURES CORP. (formerly**  
**Ascension Exploration Inc.)**  
810-789 W. Pender Street, Vancouver,  
BC, V6C 1H2  
Attention : Ron Miles/Brendan Purdy

(the "Purchaser")

**WHEREAS:**

- A. The Vendor, and the Purchaser (collectively the "Parties") entered into the Option Agreement, Pichogen Claims dated as of June 1, 2020 (the "Option Agreement") AND amended the agreement earlier this same day July 20<sup>th</sup>, 2020 titled OPTION AGREEMENT A (which should have been titled OPTION AGREEMENT AMENDMENT "A");
- B. The Parties would like to correct and clarify the Amendments upon the terms and conditions set out herein.

**NOW THEREFORE** in consideration of the sum of \$1 now paid by each party to the other, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree to amend the Purchase Agreement as follows:

1. The Option Agreement A is agreed to be retitled as Option Agreement Amendment "A" and that all the amendments proposed be cancelled as null and void and replaced with the Amendments in this Option Agreement Amendment "B".
2. The name of the Purchaser on the first page of the Purchase Agreement "ASCENSION EXPLORATION INC." be deleted and replaced as follows: "EVOLUTION GLOBAL FRONTIER VENTURES CORP.."
3. In Section 1 under (AGREEMENT) on page 2, the items labeled 2.2 TO 2.6 should be re-labelled as "1.3-2.2 to 1.3-2.6
4. The Purchaser shall pay the first cash payment of \$20,000 as stated under Section 1.31 to the Vendor and upon payment the parties agree that clause 2.6 which is re-labelled as 1.3-2.6 shall be deleted where it states "The Purchase must complete the listing on or before 90 days from the signing date otherwise the



"AGREEMENT" becomes null and void and the Purchaser will hold the Vendor blameless and will have no recourse against the Vendor."

5. The Parties also acknowledge that upon the payment and receipt of the \$20,000 the "Option Agreement" under item 4. (above) the Option Agreement would be deemed as closed and all other terms and conditions of the original Option Agreement remain in full force and effect.
6. All defined terms used in this Agreement shall, unless otherwise indicated, have the meanings ascribed thereto in the Purchase Agreement.

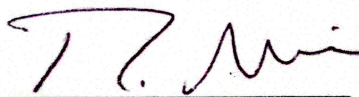
IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day, month and year first above written.

**VENDOR:**

**PURCHASER:**

**EVOLUTION GLOBAL FRONTIER VENTURES  
CORP. (fna: ACENSION EXPLORATION INC.)**

  
Gordon Neil Henriksen

Per:   
Ron Miles