

THIS MINERAL PROPERTY OPTION AGREEMENT is dated and made for reference the 15th day of January, 2020 (the "Effective Date").

BETWEEN:

NORTHBOUND CAPITAL CORP., a corporation existing under the laws of the Province of British Columbia and having an office located at #301 – 220 Brew Street, Port Moody, British Columbia, V3H 0E5

(the "Optionor")

AND:

GOLD HUNTER RESOURCES INC., a corporation existing under the laws of the Province of British Columbia and having an office located at 9285 - 203B Street, Langley, British Columbia, V6C 2C2

(the "Optionee")

WHEREAS:

A. Pursuant to a Mineral Property Option Agreement dated September 20, 2019 between 1544230 Ontario Inc. (the "Claim Holder") and the Optionor (the "Head Option Agreement"), the Optionor holds an option to acquire a 100% interest in the mineral property claims known as the Cameron East mineral property located in the Kenora Mining Division of Ontario as more particularly described in Schedule "A" attached hereto (the "Claims");

B. Upon exercise by the Optionor of its option under the Head Option Agreement, the Claim Holder will be entitled to a 1.5% net smelter returns royalty (the "Claim Holder's NSR"), subject to the Optionor's right to purchase a one-half interest in the Claim Holder's NSR in accordance with the terms of the Head Option Agreement; and

C. The Optionor wishes to grant to the Optionee the option to acquire all of its right, title and interest in and to the Claims, and the Optionee wishes to accept such grant on the terms and subject to the conditions as are more particularly set forth herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the premises, the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. OPTION

1.1 For the purposes of this Agreement, "Expenditures" means any amounts spent by the Optionee, directly or indirectly, on or in connection with the Claims for the purposes of ascertaining the existence, location, quality, quantity or commercial value of deposits of minerals on the Claims, include all expenses directly benefiting the Claims and the prospecting, exploration, evaluation and development thereof.

1.2 The Optionor hereby grants to the Optionee the option (the "Option") to purchase the Claims free and clear of all liens, charges, and encumbrances, which Option shall be exercisable by the Optionee completing a series of cash payments to the Optionor totaling \$66,000 as well issuing



1,000,000 common shares of the Optionee to the Optionor as follows:

- (a) make a cash payment of \$20,000 on signing of this Agreement, subject to the Optionor receiving a written confirmation from the Claim Holder acknowledging and consenting to the terms of this Agreement;
- (b) make a further cash payment of \$10,000 and issue 500,000 Shares on the earlier of (i) listing of the Optionee's common shares on the Canadian Securities Exchange, and (ii) the first anniversary of the Effective Date;
- (c) make a further cash payment of \$12,000 on the second anniversary of the Effective Date;
- (d) make a further cash payment of \$12,000 and issue 500,000 Shares on the third anniversary of the Effective Date; and
- (e) make a final cash payment of \$12,000 on the fourth anniversary of the Effective Date.

1.3 Following completion of the cash payments and Share issuances set forth above, the Optionee shall have exercised the Option in full and shall be the beneficial owner of the Claims subject to the reservation by the Optionor of a 1.5% net smelter returns royalty interest calculated in accordance with the terms set out in Schedule "B" attached hereto (the "Optionor's NSR").

1.4 At any time following the first anniversary of the Effective Date, the Optionee shall have the right to accelerate the exercise of the Option by completing all of the required cash payments and share issuances as set forth in paragraph 1.2 above.

1.5 At any time following the exercise of the Option, the Optionee will have the right to purchase the Optionor's NSR from the Optionor at any time for \$1,000,000. For greater certainty, in the event the Optionee purchases the Optionor's NSR, the Claims would be subject only to the Claim Holder's NSR (1.5%) of which the Optionor will hold an option to purchase a one-half interest (0.75%) in accordance with the terms of the Head Option Agreement.

2. THE OPTIONORS' REPRESENTATIONS

2.1 The Optionor hereby warrants and represents to the Optionee that:

- (a) the Head Option Agreement is a valid and binding agreement and is fully enforceable in accordance with its terms and there are no disputes between the Optionor and the Head Optionor or any third parties with respect to the Head Option Agreement or the Claims;
- (b) the Claims are free and clear of all liens, charges and encumbrances;
- (c) the Claims have been duly and validly staked and recorded pursuant to the laws of the Province of Ontario and are in good standing as of the date of this Agreement; and
- (d) there are no adverse claims or challenges against or to the ownership of or title to the Claims nor to the knowledge of the Optionor is there any basis therefore, and there are no outstanding agreements or options to acquire or purchase the Claims or any portion thereof, no taxes or rentals are due in respect of the Claims, and no person



has any royalty or other interest whatsoever in production from the Claims.

2.2 The representations and warranties of the Optionor as set out in subsection 2.1 above form part of this Agreement and shall survive the acquisition of any interest in the Claims by the Optionee.

3. ACTIVITIES PENDING EXERCISE OF THE OPTION

3.1 Following execution of this Agreement and prior to the earlier of the exercise of the Option and the date on which this Agreement is terminated, the Optionee and its respective employees, agents, independent contractors and prospective assignees shall have the right to:

- (a) enter upon the Claims;
- (b) have exclusive and quiet possession thereof;
- (c) incur Expenditures on the Claims;
- (d) do such prospecting, exploration and development work thereon and thereunder as the Optionee may consider advisable, including the removal of ore and other materials from the Claims as may be permitted by applicable law.;
- (e) be responsible for and abide by all environmental laws when entering upon the Claims; and,
- (f) advise and consult with the applicable aboriginal groups in the area in respect to all visits and work contemplated and apply for all permits, licenses and other approvals necessary to undertake operations on the Claims from applicable governmental authorities or other entities having regulatory authority over the Claims.

3.2 During such time as this Agreement is in effect, and prior to the exercise of the Option:

- (a) the Optionor shall not directly or indirectly solicit, discuss, encourage or accept any offer for the purchase, joint venture, option or financing of the Claims, or any other action with the intention or reasonably foreseeable effect of leading to a transaction contrary in intent to this Agreement;
- (b) The Optionee shall maintain the Head Option Agreement in good standing by making all option payments due to the Claim Holder in accordance with section 1.2 of the Head Option Agreement;
- (b) the Optionee shall not commence any commercial mining operations or activities on the Claims; and
- (b) the Optionee shall be responsible for all expenses and fees required to keep the Claims in good standing in the Province of Ontario.

4. AREA OF INTEREST

4.1 During such time as this Agreement is in effect, and prior to the exercise of the Option, either party shall provide written notice to the other party of the acquisition of any lode claims within an area encompassing one-half-of-one (0.5) mile from the boundary of the Claims (the "Area of Interest").



Following receipt of such notice, in the event the other party elects, such additional claims shall be subject to the terms and conditions of this Agreement, and "Claims" shall be read to include such additional claims.

4.2 Upon election by the Optionee to include any additional claims acquired by the Optionor within the Area of Interest, in accordance with paragraph 4.1 above, the Optionee shall reimburse the Optionor for all of the acquisition costs incurred in connection with the additional claims in the event the Option is exercised.

5. TRANSFER OF CLAIMS

5.1 Concurrently with the execution of this Agreement, the Optionor shall execute and make available for delivery to the Optionee a duly executed transfer of mineral title in a form acceptable for recording in the Province of Ontario.

5.2 The transfers of mineral title shall be held in trust by the Optionee or its appointed representative or assignee and not released for registration in the Province of Ontario until the Option is exercised. In the event the Option is not exercised, or any cash payments or share issuances set forth in paragraph 1.2 above are not completed within the required timeframes, unless otherwise agreed between the parties, the Optionee shall return to the Optionor all documentation provided in paragraph 5.1 above.

6. ABANDONMENT OF OPTION

6.1 The Optionor hereby acknowledges that this Agreement is an option only, and nothing shall be construed as obligating the Optionee to complete any cash payment or Share issuance required herein. Prior to the exercise of the Option, the Optionee shall have the absolute right to abandon this Agreement by giving notice to the Optionor and in the event of termination this Agreement shall be of no further force or effect. Should the Optionee fail to make any cash payment or Share issuance required by paragraph 1.2 above and within the timeline required, unless otherwise agreed between the parties, this Agreement shall automatically terminate and be of no further force or effect, without any further liability owing by the Optionee to the Optionor except as set out in paragraph 6.3 and 6.4 below.

6.2 In the event this Agreement is terminated in accordance with paragraph 6.1 above, the Optionee shall promptly return to the Optionor all technical data related to the Claims in its possession and shall remove all equipment brought on the Claims by the Optionee or its agents.

6.3 In the event this Agreement is terminated in accordance with paragraph 6.1 above, the Claims must remain in good standing for one year from the date of notice of termination.

6.4 Notwithstanding paragraph 6.2 above, and in the event that this Agreement is terminated in accordance with paragraph 6.1 above, the Optionee shall provide to the Optionor all additional written work reports and data accumulated or compiled on the Claims by the Optionee, if any, during the term of this Agreement.

7. ASSIGNMENTS



7.1 Subject to paragraphs 7.3 and 7.4, neither Optionor nor the Optionee (the "**Assigning Party**") will assign its rights under this Agreement without the prior written consent of the other Party (the "**Non-Assigning Party**"), such consent not to be unreasonably withheld.

7.2 As a condition of any sale, transfer or other disposition of all or any part of Optionor or the Optionee's rights or interests under this Agreement, the proposed assignee shall, prior to acquiring such rights or interests, agree to be bound by this Agreement as if it was an original party to this Agreement in the place of the Assigning Party and shall deliver a notice to that effect to the Non-Assigning Party.

7.3 Nothing in this Provision 7 applies to or restricts in any manner a corporate merger, consolidation, amalgamation, or reorganization related to the Optionee or the Optionor, provided the surviving entity will assume the rights, obligations, and liabilities of the affected Party to this Agreement.

7.4 A Party may assign this Agreement to an Affiliate or a subsidiary (an "**Assignee**") of that Party. An assignment to an Assignee will be subject to the Assignee and the Assigning Party entering into an agreement with the Non-Assigning Party, in form and substance satisfactory to the Non-Assigning Party, acting reasonably, by which:

- (a) concurrently with the assignment of this Agreement by the Assigning Party to the Assignee, the legal and beneficial interest of the Assigning Party in the Assets is assigned to the Assignee; and
- (b) the Assignee agrees to assume the obligations of the Assigning Party under this Agreement and be bound by this Agreement.

8. ENTIRE AGREEMENT

8.1 This Agreement constitutes the entire agreement to date between the parties hereto and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the parties hereto with respect to the subject matter of this Agreement.

9. NOTICE

9.1 Any notice required to be given under this Agreement shall be deemed to be well and sufficiently given if delivered, if sent by prepaid registered mail in Canada or if transmitted by facsimile, email or other form of recorded communication to the respective addresses of the parties set forth above. Any notice given as aforesaid shall be deemed to have been given, if delivered, when delivered, or if mailed, or if transmitted by facsimile, or if emailed on the third business day after the date of sending thereof. Either party hereto may from time to time by notice in writing change its address for the purpose of this section.

10. COUNTERPARTS

10.1 This Agreement may be executed and delivered in two or more counterparts and by facsimile or scanned electronically. Each such counterpart and facsimile or electronic scan shall be deemed an original and together shall form one and the same instrument, bearing the date set forth on the face page hereof notwithstanding the date of execution.



11. MISCELLANEOUS

11.1 All funds referred to under the terms of this Agreement shall be Canadian dollars. This Agreement shall be governed by the laws of the Province of Ontario and shall enure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, heirs, executors and administrators. The parties hereto agree to do or cause to be done all acts or things necessary to implement and carry into effect the provisions and intent of this Agreement. Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed as of the day written above.


NORTHBOUND CAPITAL CORP.

Per. 

BLAIR NAUGHTY, President

**GOLD HUNTER RESOURCES
INC.**

Per. 



Schedule "A"

The Cameron Lake East Property CLAIMS Schedule

Mineral Title Number	Cells	Title Type	Title Sub Type	Map Number	Good To Date	Approx. Area (acres)
559475	24	Mineral	Claim		2021/SEP/21	1,152
559476	23	Mineral	Claim		2021/SEP/21	1,104
559477	24	Mineral	Claim		2021/SEP/21	1,152
559478	24	Mineral	Claim		2021/SEP/21	1,152
559479	12	Mineral	Claim		2021/SEP/21	576
559480	24	Mineral	Claim		2021/SEP/21	1,152
559481	13	Mineral	Claim		2021/SEP/21	624
559482	14	Mineral	Claim		2021/SEP/21	672
559483	22	Mineral	Claim		2021/SEP/21	1,056
559484	21	Mineral	Claim		2021/SEP/21	1,008
GROUP 2						
552378	6	Mineral	Claim		2021/JUN/20	288
552379	7	Mineral	Claim		2021/JUN/20	336
552380	6	Mineral	Claim		2021/JUN/20	288
552381	4	Mineral	Claim		2021/JUN/20	192
552382	4	Mineral	Claim		2021/JUN/20	192
552383	1	Mineral	Claim		2021/JUN/20	48
552384	1	Mineral	Claim		2021/JUN/20	48
552385	3	Mineral	Claim		2021/JUN/20	144
Approx. Total						11,184



Schedule "B"

NSR Calculation

1. For the purposes of this Agreement, the term "**Net Smelter Returns**" shall mean all monies realized and actually received by the Optionee on the sale of any ores or minerals mined or extracted from the property comprising the Claims (the "**Property**") as evidenced by its returns or settlement sheets, including any premiums, bonuses and subsidies, less, if any such ores or minerals require smelting or other processing, all monies paid or payable on account of:
 - (a) loading and transportation of the ores or minerals from the Property or any mill erected on or about the Property to the smelter or other purchaser;
 - (b) smelter treatment charges or other charges levied by the purchaser;
 - (c) freight allowance and severance taxes or royalties that may be paid to any government agency having jurisdiction over the Property;
 - (d) insurance and security costs and charges;
 - (e) marketing costs and commissions; and
 - (f) penalties and other deductions whatsoever paid or payable in relation to the sale of the ores or minerals.
2. Net Smelter Returns due and payable to the Optionor hereunder shall be paid within thirty (30) days after receipt of the said actual proceeds by the Optionee, while the Property is in Commercial Production.
3. Within ninety (90) days after the end of each fiscal year of the Optionee during which the Property was in Commercial Production, the records relating to the calculation of Net Smelter Returns during that fiscal year shall be audited and any adjustments shall be made forthwith. The audited statements shall be delivered to the Optionor who shall have sixty (60) days after receipt of such statements to question in writing their accuracy and, failing such question, the statements shall be deemed correct.
4. The Optionor or its representative duly appointed in writing shall have the right at all reasonable times, upon written request, to inspect such books and financial records of the Optionee as are relevant to the determination of Net Smelter Returns and at its own expense, to make copies thereof.
5. For the purposes of the Agreement and this Schedule, "**Commercial Production**" means the operation of the Property or any portion thereof as a producing mine and the production of minerals therefrom, for a period of thirty (30) consecutive days at an average rate of not less than seventy percent (70%) of the initial rated capacity of the mine facilities, as set out in the relevant feasibility study prepared in connection with the Property, and for greater certainty does not include milling for the purpose of testing, milling by a pilot plant, or milling during an initial tune-up period of the plant of any mine shall have the meaning set forth in the Agreement, and



"commencement of Commercial Production" means the first day after the Property has been in Commercial Production for at least thirty (30) consecutive days.

A handwritten signature in black ink, appearing to be the initials "Pm." with a flourish.