

**THIS MINERAL PROPERTY OPTION AGREEMENT is dated and made for reference the 20th day of SEPTEMBER, 2019 (the "Effective Date").**

**BETWEEN:**

**1544230 ONTARIO INC.**, a corporation existing under the laws of the Province of Ontario and having an office located at 19 Southview Drive, Brandon, Manitoba R7B 4H1

Email: [penlish@mymts.net](mailto:penlish@mymts.net)

(the "**Vendor**")

**AND:**

**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

Email: [criercapital@yahoo.com](mailto:criercapital@yahoo.com)

(the "**Purchaser**")

**WHEREAS:**

- A. The Vendor is the registered and beneficial owner of a one hundred percent (100%) interest in and to the **CAMERON LAKE EAST** claims located in the Kenora Mining Division of ONTARIO;
- B. (the "**Claims**") as described in Schedule "A"; and
- C. The Vendor wishes to grant to the Purchaser the option to acquire all of its right, title and interest in and to the Claims, and the Purchaser 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. PURCHASE OPTION**

1.1 For the purposes of this Agreement, "**Expenditures**" means any amounts spent by the Purchaser, 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 Vendor hereby grants to the Purchaser the option (the "**Option**") to purchase the Claims free and clear of all liens, charges, and encumbrances, which Option shall be exercisable by the Purchaser completing a series of cash payments to the Vendor totaling \$26,000 as follows:

- (a) make a cash payment of CAD\$6,000 on signing of this Agreement;
- (b) make a further cash payment of CAD\$8,000 on the first anniversary of this Agreement;
- (c) make a further cash payment of CAD\$8,000 on the second anniversary of this

- Agreement;
- (d) make a further cash payment of CAD\$10,000 on the third anniversary of this Agreement; and
  - (e) make a final cash payment of CAD\$16,000 on the fourth anniversary of this Agreement.

1.3 Following completion of the cash payments set forth above, the Purchaser shall have exercised the Option in full and shall be the beneficial owner of the Claims.

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

1.5 At the conclusion of the cash payments, the Purchaser will own 100% interest in and to the Claims, subject to a 1.5% NSR, after milling costs have been deducted, and can purchase half (0.75%) of the NSR from the Vendor at any time for \$500,000.

## **2. THE VENDORS' REPRESENTATIONS**

2.1 The Vendor hereby warrants and represents to the Purchaser that:

- (a) the Vendor is the registered and beneficial owner of 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 Vendor 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 Vendor 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 Purchaser.

## **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 Purchaser 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 Purchaser 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 complete Operations on the Property from Governmental Authorities or other entities having regulatory authority over the Property.

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

- (a) the Vendor 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 Property Option Agreement;
- (b) the Purchaser shall not commence any commercial mining operations or activities on the Claims; and
- (b) the Purchaser 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 Purchaser to include any additional claims acquired by the Vendor within the Area of Interest, in accordance with paragraph 4.1 above, the Purchaser shall reimburse the Vendor 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 Vendor shall execute and make available for delivery to the Purchaser 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 Purchaser 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 set forth in paragraph 1.2 above are not completed within the required timeframes, unless otherwise agreed between the parties, the Purchaser shall return to the Vendor all documentation provided in paragraph 5.1 above.

## 6. ABANDONMENT OF OPTION

6.1 The Vendor hereby acknowledges that this Agreement is an option only, and nothing shall be construed as obligating the Purchaser to complete any cash payment required herein. Prior to the exercise of the Option, the Purchaser shall have the absolute right to abandon this Agreement by giving notice to the Vendor and in the event of termination this Agreement shall be of no further force or effect. Should the Purchaser fail to make any cash payment 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 Purchaser to the Vendor 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 Purchaser shall promptly return to the Vendor all technical data related to the Claims in its possession and shall remove all equipment brought on the Claims by the Purchaser 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 Purchaser shall provide to the Vendor all additional written work reports and data accumulated or compiled on the Claims by the Purchaser, if any, during the term of this Agreement.

## 7. ASSIGNMENTS

7.1 Subject to paragraphs 7.3 and 7.4, neither Vendor nor the Purchaser (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 Vendor or the Purchaser'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 Purchaser or the Vendor, 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*  
**BLAIR NAUGHTY, President**

**1544230 ONTARIO INC.**

Per: \_\_\_\_\_

*Perry English*  
**PERRY ENGLISH, President**

*CAMERON EAST*

**Schedule "A"**  
to the Mineral Property Option Agreement entered into on September 20, 2019 between  
Northbound Capital Corp. (Purchaser) and 1544230 Ontario Inc. (Vendor)

The Cameron Lake East Property CLAIMS Schedule

<b>Mineral Title Number</b>	<b>Cells</b>	<b>Title Type</b>	<b>Title Sub Type</b>	<b>Map Number</b>	<b>Good To Date</b>	<b>Approx. Area (acres)</b>
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
<b>GROUP 2</b>						
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
<b>Approx. Total</b>						<b>11,184</b>