

North American Exploration Inc.  
[REDACTED]

Silverwater Capital Corp.  
[REDACTED]

Attention: Mr. Bernard Deluce

Dear Mr. Deluce:

**Re: Purchase of Quebec mineral claims**

Muzhu Mining Inc (“we”, “us” or “our”) writes to confirm our agreement to purchase from North American Exploration Ltd. and Silverwater Capital Corp. (collectively, “you” or individually, “each of you”) a 100% interest in and to the 109 mineral claims in the Quevillon Mining Camp in Quebec as described more fully in Schedule “A” attached (the “Property”).

You agree to sell, assign and transfer the Property to us, and we agree to purchase the Property from you on the following terms and conditions.

1. The closing of the purchase and sale will occur on the fifth business day following the date on which you receive the consideration stated in the “Purchase Price,” but in any event, not later than December 31, 2020 (the “Closing”).
2. Upon the Closing, you will sell, assign and transfer to us, and we will purchase from you, all of your right, title and interest in and to the Property.
3. The purchase price (the “Purchase Price”) for the Property is:
  - a) 3,500,000 fully paid and non-assessable common shares in our capital (the “Shares”) issued to you on or before the Closing,
  - b) \$7,887.50 (staking cost) cash payable to you on or before the Closing, and
  - c) a royalty (the “Royalty”) equal to 3% of Net Smelter Returns (as defined in Schedule “B” attached hereto) granted to you with respect to the Property.
4. We may purchase one-third of the Royalty from you at any time for the sum of \$500,000.00 payable to you.
5. We agree that we shall not transfer, sell or assign any interest in the Property to any third party without such third party acknowledging and agreeing that the Property is subject to the Royalty,

and further agreeing that we will not transfer, sell or assign to any person the Property or any interest in the Property without first obtaining a similar acknowledgement and agreement from such person.

6. We agree that we shall pay you 20% of the proceeds received on the sale of the Property to a third party.
7. Concurrent with our payment of the Purchase Price, you will deliver to us such Bills of Sale and other documentation we may reasonably require to effect the transfer of the Property to us.
8. You hereby represent and warrant to us as follows:
  - a) the mineral claims comprising the Property have been validly located and granted and are now duly recorded and in good standing in accordance with the laws of the jurisdiction in which they are situated until not sooner than May 4, 2022;
  - b) North American Exploration Ltd and Silverwater Capital Corp. are the beneficial owners of the Property and North American Exploration Ltd is the sole registered owner, and you have due and sufficient right and authority to enter into this letter agreement on the terms and conditions herein;
  - c) no person, firm or corporation other than us has any agreement or right capable of becoming an agreement for the acquisition of an interest in the Property, and there is no basis for and there are no actions, suits, judgements, investigations or proceedings outstanding or pending or threatened, or charges, liens, encumbrances or obligations which might affect the Property;
  - d) you have the exclusive right to receive all of the proceeds from the sale of minerals, metals, ores or concentrates removed from the Property, and no person, firm or corporation is entitled to any royalty or other payment in the nature of rent or royalty on such materials removed from the Property or is entitled to take such materials in kind;
  - e) the Property is free and clear of all liens, charges and encumbrances and no taxes or rentals are due in respect thereof; and
  - f) you have advised us of all of the material information relating to the mineral potential of the Property of which you have knowledge, and you are not entering into this letter agreement as a result of material information not previously disclosed to us.
9. Each party will be responsible for its own legal fees and other charges incurred in connection with this letter agreement. For clarity, we will be responsible for making all filings and paying all fees required to transfer the Property as contemplated hereunder.
10. Our obligations under this letter agreement are subject to:
  - a) our due diligence investigation of the Property,
  - b) ratification of the terms of this letter agreement by our board of directors, and
11. This letter agreement will be governed by and construed in accordance with the laws of the Province of British Columbia which will be deemed to be the proper law hereof.
12. This letter agreement may be executed in several parts in the same form, and such parts as so executed will together constitute one original agreement, and such parts, if more than one, will be read together as if all the signing parties hereto had executed one copy of this letter agreement.

13. This letter agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements and all prior understandings and representations, oral or written, by and between any of the parties hereto with respect to the subject matter hereof, and there are no representations not expressly set out in this letter agreement.

If the foregoing is in accordance with your understanding and is acceptable to you, please indicate by signing this letter and returning a copy to us.

Yours truly,

MUZHU MINING INC

*"Don Baxter"*

per **Don Baxter**, Chief Executive Officer

Accepted and agreed to this 10th day of November 2020 by:

SILVERWATER CAPITAL CORP.

*"Jonathon Deluce"*

\_\_\_\_\_  
Authorized Signatory

NORTH AMERICAN EXPLORATION LTD.

*"Bernard Deluce"*

\_\_\_\_\_  
Authorized Signatory

**Schedule "A"**  
**Mineral Claims Comprising the Property**

| <b>Title Number</b> | <b>NTS Sheet</b> | <b>Type of Claim</b> | <b>Expiry Date</b> | <b>Area (Ha)</b> |
|---------------------|------------------|----------------------|--------------------|------------------|
| 2563928             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.45            |
| 2563929             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.45            |
| 2563930             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.45            |
| 2563931             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.45            |
| 2563932             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.45            |
| 2563933             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.45            |
| 2563934             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.44            |
| 2563935             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.44            |
| 2563936             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.44            |
| 2563937             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.44            |
| 2563938             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.44            |
| 2563939             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.44            |
| 2563940             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.44            |
| 2563941             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.44            |
| 2563942             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.44            |
| 2563943             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.44            |
| 2563944             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.44            |
| 2563945             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.44            |
| 2563946             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.44            |
| 2563947             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.43            |
| 2563948             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.43            |
| 2563949             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.43            |
| 2563950             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.43            |
| 2563951             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.43            |
| 2563952             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.43            |
| 2563953             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.43            |
| 2563954             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.43            |
| 2563955             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.43            |
| 2563956             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.43            |
| 2563957             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.43            |
| 2563958             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.43            |
| 2563959             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.43            |
| 2563960             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.42            |
| 2563961             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.42            |
| 2563962             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.42            |
| 2563963             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.42            |
| 2563964             | NTS 32F04        | Map Designated Claim | 5/4/2022 23:59     | 56.42            |



|              |           |                      |                    |         |
|--------------|-----------|----------------------|--------------------|---------|
| 2564005      | NTS 32F04 | Map Designated Claim | 5/4/2022 23:59     | 56.4    |
| 2564006      | NTS 32F04 | Map Designated Claim | 5/4/2022 23:59     | 56.4    |
| 2564007      | NTS 32F04 | Map Designated Claim | 5/4/2022 23:59     | 56.4    |
| 2564008      | NTS 32E01 | Map Designated Claim | 5/4/2022 23:59     | 56.42   |
| 2564009      | NTS 32E01 | Map Designated Claim | 5/4/2022 23:59     | 56.41   |
| 2564010      | NTS 32E01 | Map Designated Claim | 5/4/2022 23:59     | 56.4    |
| 2564011      | NTS 32E01 | Map Designated Claim | 5/4/2022 23:59     | 56.4    |
| 2564012      | NTS 32E01 | Map Designated Claim | 5/4/2022 23:59     | 56.4    |
| 2564013      | NTS 32E01 | Map Designated Claim | 5/4/2022 23:59     | 56.39   |
| 2564014      | NTS 32E01 | Map Designated Claim | 5/4/2022 23:59     | 56.39   |
| 2564015      | NTS 32E01 | Map Designated Claim | 5/4/2022 23:59     | 56.4    |
| 2564016      | NTS 32F04 | Map Designated Claim | 5/4/2022 23:59     | 56.42   |
| 2564017      | NTS 32F04 | Map Designated Claim | 5/4/2022 23:59     | 56.42   |
| 2564018      | NTS 32F04 | Map Designated Claim | 5/4/2022 23:59     | 56.42   |
| 2564019      | NTS 32F04 | Map Designated Claim | 5/4/2022 23:59     | 56.42   |
| 2564020      | NTS 32F04 | Map Designated Claim | 5/4/2022 23:59     | 56.42   |
| 2564021      | NTS 32F04 | Map Designated Claim | 5/4/2022 23:59     | 56.42   |
| 2564022      | NTS 32F04 | Map Designated Claim | 5/4/2022 23:59     | 56.41   |
| 2564023      | NTS 32F04 | Map Designated Claim | 5/4/2022 23:59     | 56.41   |
| 2564024      | NTS 32F04 | Map Designated Claim | 5/4/2022 23:59     | 56.41   |
| 2564025      | NTS 32F04 | Map Designated Claim | 5/4/2022 23:59     | 56.41   |
| 2564026      | NTS 32F04 | Map Designated Claim | 5/4/2022 23:59     | 56.41   |
| 2564027      | NTS 32F04 | Map Designated Claim | 5/4/2022 23:59     | 56.41   |
| 2564028      | NTS 32F04 | Map Designated Claim | 5/4/2022 23:59     | 56.41   |
| 2564029      | NTS 32F04 | Map Designated Claim | 5/4/2022 23:59     | 56.4    |
| 2564030      | NTS 32F04 | Map Designated Claim | 5/4/2022 23:59     | 56.4    |
| 2564031      | NTS 32F04 | Map Designated Claim | 5/4/2022 23:59     | 56.4    |
| 2564032      | NTS 32F04 | Map Designated Claim | 5/4/2022 23:59     | 56.4    |
| 2564033      | NTS 32F04 | Map Designated Claim | 5/4/2022 23:59     | 56.4    |
| 2564034      | NTS 32F04 | Map Designated Claim | 5/4/2022 23:59     | 56.39   |
| 2572188      | NTS 32F04 | Map Designated Claim | 7/15/2022<br>23:59 | 56.42   |
| 2572189      | NTS 32F04 | Map Designated Claim | 7/15/2022<br>23:59 | 55.95   |
| <b>Total</b> |           |                      |                    | 6149.32 |

## **Schedule "B"** **Net Smelter Returns**

1. In this letter agreement, "Net Smelter Returns" means the net amount of money received by Xander Resources Inc. (the "Payor") for its own account from the sale of ore or ore concentrates or other products from the Property to a smelter or other ore buyer after deduction of the aggregate of all reasonable:
  - a) smelter and refining charges, ore treatment charges, penalties and charges made by the purchaser of ore or concentrates;
  - b) transportation costs which may be incurred in connection with the transportation of ore or concentrates;
  - c) umpire charges which the purchaser may be required to pay;
  - d) reasonable charges, costs and commissions of marketing and selling; and
  - e) taxes (excluding for certainty, income taxes) and assessments including without limitation, any severance, royalty, net proceeds tax, production or other similar or related charge, payment or fee that may be assessed by any federal, state, municipal or other government or entity with respect to the sale of ore, ore concentrate or other products from the Property.
2. Payment of Net Smelter Returns by the Payor to Silverwater Capital Corp. (the "Owner") shall be made quarterly within 60 days after the end of each fiscal quarter of the Payor and shall be accompanied by unaudited financial statements pertaining to the operations carried out by the Payor on the Property during each such quarterly period. Within 120 days after the end of each fiscal year of the Payor in which Net Smelter Returns are payable to the Owner, the records relating to the calculation of Net Smelter Returns for such year shall be audited and any resulting adjustments in the payment of Net Smelter Returns payable to the Owner shall be made forthwith. A copy of the said audit shall be delivered to the Owner within the said 120-day period.
3. Each annual audit shall be final and not subject to adjustment unless the Owner delivers to the Payor written exceptions in reasonable detail within six months after the Owner receives the report. The Owner, or its representative duly authorized in writing, at its expense, shall have the right to audit the books and records of the Payor related to Net Smelter Returns to determine the accuracy of the report, but shall not have access to any other books and records of the Payor. The audit shall be conducted by a Chartered Professional Accountant of recognized standing. The Payor 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 the purposes of audit and resolution of any disputes related to the report. A copy of the auditor's report shall be delivered to the Payor and the amount which should have been paid according to the Owner's report shall be paid forthwith, one party to the other. In the event that the said discrepancy is to the detriment of the Owner and exceeds 5% of the amount actually paid by the Payor, then the Payor shall pay the entire cost of the audit.
4. Any dispute arising out of or related to any report, payment, calculation or audit shall be resolved solely by arbitration in accordance with the *Arbitration Act* (British Columbia) and the arbitration shall be held in Victoria, British Columbia, Canada. The decision of the arbitrator or the majority of the arbitrators shall be conclusive and binding upon the parties. The costs of arbitration shall be

borne equally by the parties to the dispute unless otherwise determined by the arbitrator(s) in the award.

5. No error in accounting or interpretation of the letter agreement shall be the basis for a claim of breach of fiduciary duty, or the like, or give rise to a claim for exemplary or punitive damages or for termination or rescission of the letter agreement or the estate and rights acquired and held by the Payor under the terms of the letter agreement.