

## PURCHASE AGREEMENT

BETWEEN:

Andrew Molnar, an individual residing in the Province of British Columbia

(hereinafter referred to as "Seller" or "Molnar")

OF THE FIRST PART

AND:

Heartfield Mining Corp. a company duly incorporated under the laws of the Province of British Columbia, and having an office at 200 – 551 Howe Street, Vancouver B.C. V6C 2C2

(hereinafter referred to as Purchaser or "Heartfield")

OF THE SECOND PART

WHEREAS:

A. Whereas the Vendor is the holder of a 100% interest in five (5) mineral claims (the "Porter Claims") covering property located in British Columbia, Canada (the "Property") as more specifically described in Schedule "A" hereto; and

B. Whereas the Seller has agreed to grant to Purchaser the right to acquire a 100% interest in the Porter Claims; and

C. Both parties agree to a mutual area of interest of five kilometres. Any mineral tenures acquired within the area of mutual interest shall be deemed part of this property agreement.

D. Whereas Purchaser wishes to acquire the right to explore the Property and wishes to acquire the right to purchase a 100% interest in the Porter Claims.

NOW THEREFORE for good and valuable consideration, the nature, receipt and sufficiency of which is acknowledged, the Parties agree as follows:

### ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this Agreement and in the Schedules attached hereto:

"Activities" has the meaning set forth in Section 2.2(h).

"Affiliate" means any person, partnership, limited liability company, joint venture, corporation or other form of enterprise which controls, is controlled by, or is under common control with a Party.

"Agreement" means this agreement and all amendments and modifications hereto, and all Schedules hereto, which are incorporated herein by this reference.

**"Approval"** means any authorization, approval, permit or consent by the Province of British Columbia or any other regulatory authority that is required to conduct activity on the Property.

**"Effective Date"** means March 24, 2021.

**"Environmental Claims"** means any and all administrative or judicial actions, suits, orders, lines, notices, violations or proceedings related to any applicable Environmental Law or any Environmental Permit brought, issued or asserted by; (i) a governmental authority for compliance, damages, penalties, removal, response, remedial or other action pursuant to any applicable Environmental Law; or (ii) a third party seeking damages for personal injury or property damage resulting from the release of Hazardous Material at, to or from the Porter Claims or the Property.

**"Environmental Laws"** means all federal, provincial, state and local laws, statutes, ordinances, codes, rules and regulations related to protection of the environment or the handling, use, generation, treatment, storage, transportation or disposal of Hazardous Materials.

**"Environmental Permit"** means all permits, licenses, approvals, authorizations or consents required by any governmental authority under any applicable Environmental Law and includes any and all orders, consent orders or binding agreements issued or entered into by a governmental authority under any applicable Environmental Law.

**"Exploration Expenditures"** means all costs of maintaining the Property, all direct costs of acquiring land or interests therein within the Area of Interest and, all exploration and development expenditures incurred by Seller with respect to the exploration or development of the Property during the Purchase Period.

**"Government Payments"** means payments to the Province of British Columbia or any other regulatory or taxing authority that are required to maintain the Porter Claims in good standing.

**"Hazardous Material"** means any hazardous or toxic substance, material or waste which is regulated by any federal, provincial, state or local governmental authority under any Environmental Law now or hereafter effective, including, without limitation, any waste, pollutant, hazardous substance, toxic substance, hazardous waste, special waste, petroleum or petroleum-derived substance or waste, or any constituent of any such substance or waste.

**"Porter Claims"** has the meaning given in Recital A.

**"Purchase"** has the meaning set forth in Section 3.1.

**"Purchase Payments"** has the meaning given in Section 3.1.

**"Party"** means Molnar or Seller and their respective successors and permitted assigns.

**"Property"** has the meaning given in Recital A.

1.2 Currency. Unless otherwise stated, all amounts of moneys referred to in this Agreement are expressed in Canadian dollars.

1.3 Headings. The division of this Agreement into Articles, and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of the Agreement.

1.4 Expanded Meanings. In this Agreement and in the Schedules to this Agreement, unless there is something in the subject matter or context inconsistent therewith:

- (a) The singular shall include the plural and the plural shall include the singular;
- (b) The masculine shall include feminine and neuter genders;
- (c) Words of inclusion such as "including" in a list shall be read as being inclusive and without limitation, whether or not so stated; and
- (d) A reference to any statute shall be deemed to extend to and include any amendment or re-enactment of such statute.

1.5 Schedules. Attached hereto and forming a part of this Agreement are the following Schedules:

Schedule A - Porter Claims

## ARTICLE 2 REPRESENTATIONS, WARRANTIES, AND INDEMNITIES

2.1 Mutual Representations and Warranties. Each Party represents and warrants to the other that:

- (a) it will not breach any agreement or arrangement by entering into or performing this Agreement;
- (b) this Agreement has been duly executed and delivered and is valid and binding upon it and enforceable in accordance with its terms;
- (c) with respect to Parties that are not individuals, it is a corporation duly incorporated and in good standing in accordance with the laws governing its incorporation and is qualified Porter business and in good standing in those jurisdictions where necessary in order to carry out the purposes of this Agreement;
- (d) it holds all licences and permits that are required for carrying on its business in the manner in which such business will need to be carried on in order for it to meet its obligations under this Agreement; and
- (e) it has the capacity to enter into and perform its obligations under this Agreement and all transactions contemplated herein and, with respect to Parties that are not individuals, all corporate and other actions required to authorize it to enter into and perform this Agreement have been properly taken and upon written request by the other Party, will provide documentation of such corporate action, including, but not limited to, copies of any necessary resolutions of its board of directors.

2.2 Additional Representations and Warranties of the Purchaser. The Seller by its execution of this Agreement, represents and warrants to Purchaser that:

- (a) the Porter Claims have been validly issued and are in good standing, and all Government Payments required on or before the Effective Date to keep the Porter Claims in full force and effect have been timely and properly made;
- (b) the Seller is the sole legal and beneficial owner of a 100% interest in the mineral rights to the Porter Claims free and clear of all liens, charges, encumbrances, royalties, agreements, underlying interests and conflicting rights or claims of whatsoever nature, other than taxes or royalties that may become payable to a governmental authority in the Province of British Columbia if the Porter Claims are put into production;
- (c) the Porter Claims have been validly staked, located, recorded and properly acquired by the Purchaser in accordance with all applicable laws and regulations of the Province of British Columbia and any other regulatory authority having jurisdiction over the Porter Claims;
- (d) except as provided for by operation of this Agreement, no person, firm, corporation or other entity of any kind whatsoever has any form of right to explore, develop, mine or otherwise exploit minerals from the Porter Claims or the Property;
- (e) except as provided for by this Agreement, there are no outstanding agreements or Purchases of any kind whatsoever to acquire or purchase the Porter Claims or any interest of any kind whatsoever in the Porter Claims, and no person has any royalty or other interest of any kind whatsoever in the Porter Claims, other than taxes or royalties that may become payable to a governmental authority in the Province of British Columbia if the Porter Claims are put into production;
- (f) no third party consent or approval is required to be obtained by the Seller to allow it to enter into and perform obligations under this Agreement;
- (g) in addition to the other representations and warranties contained herein and not in limitation thereof: (i) to the best of the Seller's knowledge, no material releases of Hazardous Materials have occurred at or from the Porter Claims or the Property; (ii) there are no past, pending, or to the best of the Seller's knowledge, threatened, Environmental Claims against or arising from the Porter Claims or the Property; (iii) to the best of the Seller's knowledge, there are no leaking underground storage tanks on the Porter Claims or the Property; and (iv) to the best knowledge of the Seller's, there are no facts, circumstances, or conditions that could reasonably be expected to restrict, under any Environmental Law or Environmental Permit in effect prior to or at the Effective Date, the ownership, occupancy, use or transferability of the Porter Claims.
- (h) all activities by or on behalf of the Seller on or in respect of the Porter Claims or the Property prior to the Effective Date (the "Activities") have been performed in compliance with all applicable laws, rules and regulations, including all laws, rules and regulations relating to operations and reclamation of disturbed lands and those relating to protection of the environment, and the Seller has:

- i. not received notice of any alleged violation of any law, rule or regulation with respect to the Activities, the Porter Claims or the Property,
  - ii. no knowledge of any threatened or pending governmental investigation into alleged violations of any law, rule or regulation with respect to the Activities, the Porter Claims or the Property, and
  - iii. no knowledge of any facts which would lead a well informed and reasonable operator in the mining industry to believe that there has been any violation of any law, rule, or regulation with respect to the Activities, the Porter Claims or the Property;
- (i) the Seller has delivered or made available to Purchaser copies of all material reports, data, and information within the Seller's possession which concern the Porter Claims or the Property, provided, however, the Seller shall be deemed not to warrant the completeness or accuracy of any such data or interpretations;
  - (j) the Seller has exclusive possession of the Porter Claims;
  - (k) the Seller is unaware of any material facts or circumstances which have not been disclosed, which should be disclosed to Purchaser in order to prevent the representations in this Agreement from being materially misleading;
  - (l) neither the Seller, nor, to the best of the Seller's knowledge, any of the Seller's predecessors in title has done anything or omitted anything whereby the Porter Claims or the Property may become subject to any liens, charges, encumbrances, royalties, agreements, underlying interests and conflicting rights or claims;
  - (m) the Seller has no knowledge of anything with respect to the current or former ownership or usage of the Porter Claims or the Property whereby any litigation affecting the Seller's interest or use of the Porter Claims or the Property may be commenced; and
  - (n) there are no material actions, claims, investigations or proceedings, judicial or otherwise, pending, or to the knowledge of the Seller threatened, against or relating to the Seller, the Porter Claims or the Property which relate to or could adversely affect the Seller's interest in the Porter Claims.

2.3 The Purchaser to Indemnify Seller. The Purchaser shall indemnify, defend and hold Seller harmless from any loss, damage, reclamation obligations or other claims, liability, demands or causes of action which are attributable to the Purchaser's activities on the Property, including any environmental damage.

2.4 Representations and Warranties to Survive. The representations and warranties set forth in Article 2 shall survive, for a period of one year, the execution, delivery and termination of this Agreement.

### ARTICLE 3 PURCHASE TO ACQUIRE THE PROPERTY

3.1 Grant of Purchase. The Seller hereby irrevocably grants to Purchaser, or its Affiliate, assign, nominees or subsidiary, the sole and exclusive right to purchase from the Effective Date (the "Purchase") to purchase a One Hundred Percent (100%) interest in the Porter Claims as set forth in Schedule "A" by Porter the Purchase payments as set forth in Section 3.2, and by complying with the other terms of this Agreement to be performed by Seller during the Purchase Period.

3.2 Consideration for Purchase. In order to retain the Purchase through the end of the Purchase Period, Purchaser shall pay the Seller \$40,000 (collectively, the "Payment") and issue 300,000 common shares of the company on the date and in the amount as follows:

- (a) on the Effective Date, the sum of \$6,000 (the "Payment"), receipt of which is acknowledged by the Seller;
- (b) The sum of \$6,000 upon listing;
- (c) 300,000 common shares of the company upon listing;
- (d) The sum of \$28,000 within 18 months of listing;
- (e) An NSR of 1.5% shall be retained by the vendor. This NSR may be purchased at any time for \$1,500,000.00;

3.3 Transfer of Property Interests. Upon exercise by Purchaser of the Purchase as set forth in Section 3.2, the Seller shall immediately provide all written transfer agreements and other instruments necessary to vest in Purchaser an undivided One Hundred Percent (100%) legal and beneficial interest in the Porter Claims, free and clear of all liens, charges, encumbrances, royalties, agreements, underlying interests and conflicting rights or claims of whatsoever nature, such transfers being in such proper form that they will be recognized by all applicable regulatory authorities.

### ARTICLE 4 CONDITIONS FOR THE BENEFIT OF SELLER

4.1 Conditions Precedent for the Benefit of Purchaser. The implementation of this Agreement, including the terms, representations and covenants, is subject to the following conditions precedent for the benefit of Purchaser being satisfied prior to March 24, 2021 (the "Condition Date"):

- (a) receipt of approval and ratification of the execution of the Agreement from:
  - i) the board of directors of Blanton; and

4.2 Effect and Waiver of Conditions. The conditions precedent set out in this Article 4 are inserted for the sole benefit of Purchaser. Purchaser may refuse to proceed with the Agreement including any term, representation or covenant if the conditions precedent inserted for its benefit are not fulfilled to its reasonable satisfaction prior to the Condition Date, and, except as otherwise specified herein, it shall incur no liability to any other Party by reason of such refusal. The said conditions precedent may be waived in whole or in part by Purchaser in its absolute discretion. No such waiver shall be of any effect unless it is in writing signed by Purchaser.

**ARTICLE 5  
THE SELLER'S DUTIES**

5.1 The Seller's Duties.

5.2 During the Purchase Period, the Seller shall:

- (a) notify Purchaser immediately of any material actions, claims, investigations or proceedings, judicial or otherwise, brought or threatened against the Purchaser in relation to or which could adversely affect Purchaser' interest in the Porter Claims or the Property;
- (b) advise Purchaser immediately of any notice received by the Seller of any alleged violation of any law, rule or regulation with respect to the Activities on the Porter Claims or Property; and
- (c) advise Purchaser immediately of any threatened or pending governmental investigation with respect to the Activities or the Property.

**ARTICLE 6  
PURCHASER' RIGHTS DURING PURCHASE**

6.1 Purchaser's Rights During Purchase Period. During the Purchase Period, notwithstanding any provision to the contrary in this Agreement, Purchaser shall have the exclusive right to enter upon and explore the Property, erect buildings and remove samples for testing, including bulk samples, and generally carry out exploration and development operations, and make or accrue Exploration Expenditures at its sole discretion and expense.

6.2 Purchaser's Duties During Purchase Period. During the Purchase Period, Purchaser shall:

- (a) make or arrange for all payments required by, licenses, contracts and other agreements related to the Property, pay all taxes, assessments and like charges on the Property and shall otherwise promptly pay and discharge expenses incurred in its operations on the Property;
- (b) maintain the Property free and clear of all liens, charges, encumbrances, royalties, agreements, underlying interests and conflicting rights created by, through or under Seller except for the Royalty;
- (c) promptly apply for and diligently pursue the granting of all Approvals necessary or advisable for the activities it wishes to conduct during the Purchase Period, subject to its right to revise its plans for such activities from time to time in its sole and unfettered discretion;
- (d) permit the authorized representatives of the Seller, at their own risk and expense, access to the Property at all reasonable times upon advance notice and the Seller agrees to indemnify Purchaser against and to save it harmless from all costs, claims, liabilities and expenses that Purchaser may incur or suffer as a result of any injury (including injury

shall not be disclosed to any person not a Party hereto without the prior written consent of the other Party, except:

- (a) as required by law, rule, regulation or policy of any stock exchange or securities commission having jurisdiction over a Party;
- (b) as may be required by a Party in the prosecution or defence of a lawsuit or other legal or administrative proceedings;
- (c) as required by a financial institution in connection with a request for financing related in whole or in part by the Party's interest in the Property; or
- (d) to a prospective assignee of a Party's interest in the Property;

and the Party Porter such required disclosure shall at least 24 hours prior thereto deliver a copy thereof to the other Party unless the Party is required by law to disclose the information earlier. Notwithstanding the foregoing, any Party may at any time and without the consent of the other share all or any of such data and information with a consultant provided that such consultant shall agree to preserve the confidential nature of such data and information.

Additionally, each Party shall consult with and obtain the written consent of the other Party, which shall not be unreasonably withheld, prior to Porter or issuing any public announcement, press release or other public disclosure with respect to this Agreement.

8.4 Notices. Any notice required to be given or delivery of documents required to be made under this Agreement shall be in writing and shall be deemed to be well and sufficiently given if delivered, or if mailed, by registered mail, or sent by telecopy, to the Parties at their addresses as follows:

If to the Purchaser:     Heartfield Mining Corp.  
                                      200 – 551 Howe Street  
                                      Vancouver, B.C. V6C 2C2

If to the Seller:             Andrew Molnar

Any notice given as provided in this Section shall be deemed to have been given, if delivered, when delivered, or, if mailed, on the third business day after the date of mailing, or if telecopied, on the first business day after the date of telecopying; provided that if mailed there be, between the time of mailing and the actual receipt of the notice a mail strike, slowdown or other labour dispute which might affect the delivery of such notice, then such notice shall only be effective if actually delivered or if telecopied.

8.5 Applicable Law. This Agreement shall be construed in accordance with the laws of the Province of British Columbia.

8.6 Term. Unless earlier terminated in accordance with the provisions of this Agreement, this Agreement shall remain in full force and effect for so long as both Parties have any right, title or interest in the Property. Termination of the Agreement shall not, however, relieve any Party from any obligations theretofore accrued but unsatisfied, nor from its obligations with respect to rehabilitation of the Property and reclamation.



causing death) to any representative of Seller while on the Property, however, neither Party shall be relieved hereunder of responsibility for its own negligence;

- (e) conduct all operations on the Property in accordance with sound mining and engineering practices and in substantial compliance with all applicable laws, regulations, orders and ordinances; and
- (f) deliver to the Seller semi-annually a substantially complete set of factual data relating to work performed on the Property by or on behalf of Purchaser.

6.3 No Warranty on Results. Purchaser shall be deemed not to warrant the completeness or accuracy of any data or interpretations concerning the Property that the Seller may obtain from Purchaser at any time under this Agreement. The Seller shall use or rely on any such data or interpretations at solely its own risk and without recourse against Purchaser.

## ARTICLE 7 INDEMNITIES

7.1 Indemnities. Upon the Effective Date:

- (a) the Purchaser assumes and agrees to indemnify and save harmless Seller from and against all valid and binding obligations of Seller which arise by virtue of the Purchaser's interest in the Porter Claims to the extent that such obligations and liabilities are attributable to a period commencing prior to the Effective Date; and
- (b) Seller assumes and agrees to indemnify and save harmless the Purchaser's from and against all valid and binding obligations and liabilities of the Purchaser's which arise by virtue of Seller's interest in the Porter Claims to the extent that such obligations and liabilities are attributable to a period prior to the Effective Date.

## ARTICLE 8 GENERAL

8.1 Implied Covenants. There are no implied covenants contained in this Agreement, other than those of good faith and fair dealing.

8.2 Unavoidable Delays. If either Party is prevented or delayed in complying with any provisions or satisfying any condition of this Agreement by reason of events beyond its control, including fire, land closures, the exigencies of nature, unfavorable weather or ground conditions, the action, inaction or refusal of any governmental agency to grant any authorization, approval, permit or consent to conduct exploration or other operations, or unusual delay in the processing or granting of such authorization, approval, permit or consent, environmental restrictions or approvals, and acts of God but excluding the lack of funds, such Party may give notice to the other Party of the event, and upon notice all times herein provided for shall be extended by the period necessary to cure any such event and the Party affected shall use all reasonable means Porter so promptly.

8.3 Confidentiality. The terms and conditions of this Agreement and all data and information coming into the possession of a Party by virtue of this Agreement with respect to the business or operations of the other Party, the Porter Claims or the Property generally, shall be kept confidential and

8.7 Assignment. Either Party may assign or otherwise transfer its interest under this Agreement or in the Property to an Affiliate without consent, and the rights of either Party in the Property following exercise of the Purchase are freely assignable without consent. Except as provided in the foregoing sentence, neither Party shall transfer, assign or dispose of all or any part of its rights under this Agreement or in the Porter Claims or Property without the prior written consent of the other Party, such consent not to be unreasonably withheld.

8.8 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective successors and permitted assigns.

8.9 Entire Agreement. This Agreement and the documents to be executed hereunder constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

8.10 Counterpart and Facsimile Signature. This Agreement may be executed in several counterparts and evidenced by a facsimile copy of an original execution page bearing the signature of each party hereto, each of which when so executed shall be deemed to be an original, and such counterparts or facsimile copies thereof together shall comprise one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear the date as of the date above written.

8.11 Further Acts. The Parties shall at all times do such further acts and execute and deliver all further documents as may be reasonably required in order to fully perform and carry out the terms of this Agreement.

8.12 Severability. If any provisions of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provisions and shall not in any manner affect or render invalid or unenforceable any other provision of this Agreement.

IN WITNESS, WHEREOF the Parties hereto have caused this Agreement to be duly executed by their authorized signatories hereunto duly authorized all as of the day and year first above written.

ANDREW MOLNAR

HEARTFIELD MINING CORP.

Signed "Andrew Molnar"

By: Signed "Michael Dake"

Name: Michael Dake

Title: Director

**SCHEDULE “A”****PORTER CLAIMS****Porter Property Mineral Tenures**

<b>Title Number</b>	<b>Claim Name</b>	<b>Owner</b>	<b>Title Type</b>	<b>Good To Date</b>	<b>Area (ha)</b>
<a href="#"><u>1079530</u></a>	PORTER 1	<a href="#"><u>118700</u></a> 100%	Mineral	2021/DEC/31	421.30
<a href="#"><u>1079531</u></a>	PORTER 2	<a href="#"><u>118700</u></a> 100%	Mineral	2021/DEC/31	421.29
<a href="#"><u>1079532</u></a>	PORTER 3	<a href="#"><u>118700</u></a> 100%	Mineral	2021/DEC/31	610.93
<a href="#"><u>1079533</u></a>	PORTER 4	<a href="#"><u>118700</u></a> 100%	Mineral	2021/DEC/31	631.78
<a href="#"><u>1079537</u></a>	PORTER 5	<a href="#"><u>118700</u></a> 100%	Mineral	2021/DEC/31	336.85