

MINERAL PROPERTY OPTION AGREEMENT

**Phillip Township Gold Property, Kenora Mining Division, Rainy River Area. N.W.
Ontario. 16 claims totalling 135 claim units for approx. 5400 acres.**

THIS AGREEMENT dated Aug 25, 2022

BETWEEN:

**Luc Pierre Gagnon, Box 274-1311, Hwy 71, Nestor Falls, Ontario, Canada, POX1K0
("the Optionor")**

AND:

**Daniel Jonathan Darrah, 902 Portage Ave North, Fort Frances, Ontario, Canada, P9A2A8
("the Optionor")**

AND:

**Golden Rapture Mining Corporation, 804 Barnes Link SW, Edmonton, AB, Canada, T6W1E7
("the Optionee")**

WHEREAS:

The Optionor is the owner of 16 claims totalling 135 claim units for approx. 4720 acres located in the Phillip Township, Kenora Mining Division, Rainy River Area. N.W. Ontario as more particularly described in (Schedule 'A') hereto (collectively, (the Property")):

The Optionor has agreed to grant the Optionee the exclusive right and option to acquire 100% of the Optionor's interest in the property free and clear of all liens, encumbrances, claims, rights or interest of any person in accordance with the terms and conditions hereinafter set forth. The Optionee will have full and free right to enter in, under or upon the property to conduct exploration or mining work, etc.

NOW THEREFORE THIS AGREEMENT WITNESSED that in consideration of the mutual and provisions herein contained, THE PARTIES HERETO AGREE AS FOLLOWS:

Subject to the terms hereof, the Optionor hereby grants the Optionee the exclusive right and option to acquire 100% of the Optionor's interest in the property free and clear of all encumbrances of any person in accordance subject to the NSR Royalty in favour of the Optionor will earn a 100% interest in the property subject to the NSR Royalty by making the payments and issuing the shares below.

\$20,000 and 125,000 shares on signing – cash payment to be paid in less than 30 days on or before Sept.26, 2022

\$35,000 and 150,000 shares on 1st anniversary on or before Sept. 25, 2023."

\$40,000 and 175,000 shares on 2nd anniversary on or before Sept. 25, 2024."

\$45,000 and 200,000 shares on 3rd anniversary on or before Sept. 25, 2025."

\$50,000 and 250,000 shares on 4th anniversary on or before Sept. 25, 2026."

The owner (Optionor) will retain a 2.5% NSR on all gold or mineable products from the property. The Optionee will have the option to buy 1.5% from the Optionor at a rate of \$500,000 per 0.5% NSR.

All payments are due on or before due dates and can be extended by the optionor (Vendor) upon written agreement only. This option period shall not extend beyond the Sept. 25, 2026 due date if all the option payments have not been made by this date.

Optionor (Vendor) Representations

The vendor holds all of the property free and clear of all liens, charges and claims. The vendor has free and unimpeded right to access to the property and has use of the property surface.

The claims comprising the property are duly and validly located and recorded in a good and miner-like manner pursuant to the laws of Ontario and are in good standing.

There are no pending or threatened suits or actions against the claims or property.

Optionee (Buyer) Representations

The Optionee confirms that it is a corporation duly incorporated, organized and subsisting under the laws of Canada, with the corporate power to own assets and conduct business.

The Optionee is not in breach of any laws, ordinances, statutes or regulations anywhere in Canada.

The Optionee will do all the work on the property in a miner-like fashion and in accordance with all applicable laws, regulations, orders and ordinances of any government authority.

The Optionee will keep the property free and clear of all garbage/trash and environmentally sensitive materials. The optionee shall keep the claims in good standing at all times and for at least 6 months beyond the expiration of the Option agreement. They also must be advised in writing at least 60 days prior to the option being given up or time running out.

Access to Property

During the term of the option, the optionee, its directors, officers, employees, agents, advisors and contractors shall have full and free right to enter in, under or upon the property to conduct mining work as it may.

Confidential Information

No information furnished by the optionee to the optionor hereunder in respect of the activities on the property shall be published or released without the prior written consent of the optionee.

Applicable Law

For all purposes, this agreement will be governed exclusively by and construed and enforced in accordance with the laws prevailing in the Province of Ontario and the laws of Canada generally applicable therein.

All payments are due on or before due dates and can be extended by the optionor (Vendor) upon written agreement only. This option period shall not extend beyond the Sept. 25, 2026 due date if all the option payments have not been made by this date.

The Shares issued under the Option Agreement will be subject to such to such hold periods and resale restrictions as may be imposed by the applicable securities laws and the policies of the CSE. A total of 125,000 Shares issued by the Company pursuant to the Option Agreement are subject to a 4-month voluntary hold period from the date of Listing.

Upon completion of all of the above payments and Share issuances pursuant to the Option Agreement, the Company will be deemed to have exercised the Option, and thereafter become the legal and beneficial owner of a 100% interest in the Property and the Vendor will thereupon be required to promptly transfer or cause to be transferred full legal and beneficial title to the Property to the Company. In the event the Company does not complete any of the Option payments or Share issuances required to exercise the Option in accordance with the above schedule, and such failure continues for 30 days after notice in writing to the Company from the Vendor, at the option the Vendor, the Option Agreement will terminate and the Company will forfeit its right to acquire the Property

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

OPTIONEE

~~GOLDEN RAPTURE MINING CORPORATION~~

"Richard Rivet"

Per: Richard Rivet, President

Aug 26, 2022
Dated

OPTIONORS

"Luc Pierre Gagnon"

Per: Luc Pierre Gagnon

August 25, 2022
Dated

and

"Daniel Jonathan Darrah"

Per: Daniel Jonathan Darrah

August 25, 2022
Dated

Jonelle Haas

Witnessed

"Witness"

August 23, 2022
Dated

SCHEDULE "A"

THIS IS SCHEDULE "A" to the Mineral Property Option Agreement dated the 25th day of August, 2022, between Golden Rapture Mining Corporation the optionee and Luc Pierre Gagnon and Daniel Jonathan Darrah

Please see the following next page



AMENDMENT TO PHILLIPS TOWNSHIP PROPERTY OPTION AGREEMENT

Phillips Township Gold Property, Kenora Mining Division, Rainy River Area. NW Ontario

Originally 135 claim cells for approx. 5400 acres

PREVIOUSLY SIGNED ON AUG 25, 2022

THIS AMENDMENT dated March 15, 2023

BETWEEN:

**Luc Pierre Gagnon
(the optionor)**

And

**Daniel Jonathan Darrah
(the optionor)**

And

**Golden Rapture Mining Corporation
(the optionee)**

WHEREAS:

Additional claims have been added to the property by way of staking by the optionors which will now become part of the option agreement. The property now comprises of a total of 225 claim cells totally approx. 10,000 acres.

The new claim map is also included in the next page of this amendment.

IN WITNESS WHEREOF this amendment has been executed as of the day and year first above written:

OPTIONEE

GOLDEN RAPTURE MINING CORPORATION

"Richard Rivet"

Per: Richard Rivet

March 15, 2023

Dated

OPTIONORS

"Luc Pierre Gagnon"

Per: Luc Pierre Gagnon

March 15, 2023

Dated

And

"Daniel Jonathan Darrah"

Per: Daniel Jonathan Darrah

March 15, 2023

Dated

Witnessed

"Witness"

March 15, 2023

Dated