

## AMENDING AGREEMENT

THIS AGREEMENT is made as of the 9<sup>th</sup> day of August, 2018.

### BETWEEN:

**SILVER RANGE RESOURCES LTD.**, a British Columbia corporation, having offices at Suite 1016 – 510 West Hastings Street, Vancouver, British Columbia, V6B 1L8

("Silver Range")

### AND:

**ROVER METALS CORP.**, a British Columbia corporation, having offices at 708 – 1155 West Pender Street, Vancouver, British Columbia, V6E 2P4

("Rover")

### WHEREAS:

- A. Silver Range and Rover are the parties to a letter of intent dated November 7, 2017 (the "LOI") pursuant to which Rover was granted the right to purchase the Cabin Lake mineral property (the "Property"), located in the Northwest Territories and more particularly described in Schedule "A" to the LOI; and
- B. Silver Range and Rover hereby agree to amend the LOI to more accurately reflect the agreement reached by the parties in respect of the Property.

In consideration of the mutual promises, covenants, conditions, representations and warranties herein set out, the parties agree as follows:

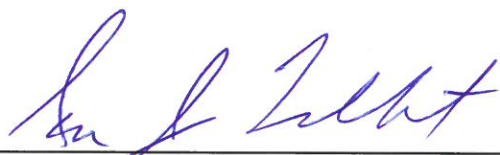
1. Unless defined in this amending agreement (the "Amending Agreement"), each capitalized term shall have the meaning ascribed to such term in the LOI.
2. The Subsection 1.1(a) definition of "After Acquired Property" be and is hereby deleted in its entirety from the LOI.
3. The Subsection 1.1(e) definition of "Mineral Products" be and is hereby deleted in its entirety from the LOI.
4. The Subsection 1.1(g) definition of "Non-precious Metals" be and is hereby deleted in its entirety from the LOI.
5. All references in the LOI to the term "Mineral Products" be and are hereby deleted and replaced with the term "Precious Metals".

*gc*

6. Section 10 of the LOI be and is hereby deleted in its entirety and replaced with the following:
- “10. Entire Agreement**
- 10.1 The provisions contained in this LOI constitute the entire agreement between the Parties in respect of the subject matter of this LOI and may not be modified or amended except by written agreement between the Parties.**
- 10.2 This LOI shall enure to the benefit of and be binding upon the Parties and their respective successors and assigns.”**
7. Except for the amendments as provided for in this Amending Agreement, which are hereby deemed to be merged with the LOI, the terms and conditions of the LOI shall remain in full force and effect.
8. This Amending Agreement may be signed by the parties in counterparts and each of which when delivered will be deemed to be an original and all of which together will constitute one instrument.

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement as of the day and year first above written.

**SILVER RANGE RESOURCES LTD.**



\_\_\_\_\_  
Ian J. Talbot, Chief Operating Officer

**ROVER METALS CORP.**



\_\_\_\_\_  
Judson Culter, Chief Executive Officer



Suite 1016 – 510 West Hastings Street  
Vancouver, B.C. V6B 1L8  
Tel: 604-688-2568

[info@nordacres.com](mailto:info@nordacres.com)  
TSX-V: Silver Range

November 7, 2017

By Email

Rover Metals Corp.  
Suite 708 - 1155 West Pender St.  
Vancouver, British Columbia  
V6E 2P4

Attention: Judson Culter, CEO

Dear Judson:

**Re: Purchase of Cabin Lake Property, North West Territories**

Further to our ongoing discussions, we propose that this letter of intent form a binding agreement between Rover Metals Corp. ("Rover Metals") and Silver Range Resources Ltd. ("Silver Range"), under which Rover Metals will hold the right to purchase the Cabin Lake property (the "Property") from Silver Range. The specific terms and conditions of our agreement shall be as follows:

**1. Interpretation**

1.1 For the purposes of this letter of intent, the terms set out below shall have the following meanings:

- (a) "After Acquired Property" means any and all direct, indirect, legal or beneficial interest in any mineral claims, lease or other form of mineral tenure or interest acquired by or on behalf of any of either of the Parties during the term of this LOI and located within five (5) kilometres of the outer perimeter of any of the mineral claim comprising the Property;
- (b) "Commercial Production" means the first day of the month following the month in which Mineral Products from a mine on the Property have been extracted and processed in a concentrator to yield product for sixty (60) consecutive days at a rate, averaged over such sixty (60) day period, of not less than seventy percent (70%) of the average production daily concentrator name plate rate projected by the feasibility study pursuant to which a mine is developed. The processing or shipping of bulk samples for testing purposes shall not be considered for the purpose of establishing the commencement of Commercial Production;
- (c) "Listing" means the completion of an initial public offering and the concurrent listing of Rover Metals common shares on the TSX Venture Exchange;

- (d) "LOI" means this letter of intent, as amended from time to time;
- (e) "Mineral Products" means all Precious Metals or all Non-precious Metals;
- (f) "Net Smelter Returns" shall have the meaning ascribed to such term in Schedule "A" to this LOI;
- (g) "Non-precious Metals" means all base metals and minerals, all non-metallic minerals including diamonds, all industrial minerals and all ores, concentrates, beneficiated products, and solutions containing any of the afore mentioned metals or minerals, and all forms in which such metals or minerals may occur, be found, extracted or produced on, in or under the Property;
- (h) "Party" means either of Rover Metals or Silver Range, and "Parties" means both of Rover Metals and Silver Range;
- (i) "Precious Metals" means gold, silver, platinum, palladium, osmium, rhodium, ruthenium and iridium, all minerals containing such metals and all ores, concentrates, beneficiated products, and solutions containing any of the afore mentioned metals and all forms in which such metals may occur, be found, extracted or produced on, in or under the Property;
- (j) "Property" means the CL 1 mineral claim as more particularly described in Schedule "B" hereto together with the surface rights, mineral rights, personal property and permits associated therewith, and shall include any renewal thereof and any other form of successor or substitute title thereto; and
- (k) "Silver Range Royalty" means two percent (2%) of Net Smelter Returns related to all Mineral Products from Commercial Production from all or any portion of the Property, the calculation and payment of which is more particularly described in Schedule "A" to this LOI.

## 2. Option to Purchase Property

2.1 Subject to the Silver Range Royalty, Silver Range hereby agrees to sell to Rover Metals, its undivided one hundred percent (100%) interest in and to the Property, together with all improvements, rights and privileges incidental or belonging to the Property.

2.2 In consideration of the sale of one hundred percent (100%) of its interest in the Property, Silver Range will receive payments by Rover Metals to Silver Range as follows:

- (a) \$5,000 upon signing of this LOI;
- (b) \$35,000 on the date Rover Metals is issued from the NWT government agency a land use permit to carry out drilling on the Property;
- (c) advance royalty payments equal to the lesser of \$20,000 or seven percent (7%) of exploration expenditures incurred on the Property during each of the calendar years 2019, 2020 and 2021 and only if an exploration program is schedule to be performed in that year. Rover Metals has to inform Silver Range on or by February 1 of each calendar year if an exploration program is planned and estimated exploration expenditures. Such payments shall be received by Silver Range on or before February 28 of 2020, 2021 and 2022, respectively; and



- (d) advance royalty payments of \$20,000 on or before February 28 of 2023 and each subsequent year for as long as Rover Metals or its successor in title holds an interest in the Property.

2.3 For greater certainty, the maximum aggregate amount of all advance royalty payments made pursuant to Subsections 2.2(c) and (d) shall be capped at \$220,000. Such payments shall be credited to Rover Metals against payments of the Silver Range Royalty upon the commencement of Commercial Production.

2.4 Subject to the completion of a Listing, the Subsection 2.2(b) payment may, at the election of Rover Metals, be satisfied in part through the issuance of up to \$13,333 in Rover Metals shares.

2.5 The payments required pursuant to Subsections 2.2(c) and (d) shall be deemed as advance royalty payments and credited to Rover Metals against future payments of the Silver Range Royalty on Precious Metals only following the commencement of Commercial Production. Non-Precious Metals are excluded from the Silver Range Royalty.

2.6 Following the completion of all payments required pursuant to Subsection 2.2(c) and the completion of a National Instrument 43-101 compliant measured and indicated resource report related to the Property (the "Resource Report"), Rover Metals shall have the irrevocable right to purchase up to seventy-five percent (75%) of the Silver Range Royalty (being 1.5% of the 2.0% Silver Range Royalty interest) as follows:

- (a) \$250,000 for each 0.5% interest in the Silver Range Royalty if the measured and indicated gold resource as stated in the Precious Metals Resource Report is less than one million ounces of gold or the gold equivalent; and
- (b) \$500,000 for each 0.5% interest in the Silver Range Royalty if the measured and indicated gold resource as stated in the Precious Metals Resource Report is equal to or greater than one million ounces of gold or the gold equivalent.

### 3. Representations and Warranties

3.1 Silver Range represents and warrants to Rover Metals that:

- (a) it is the sole owner of a 100% undivided interest in the Property;
- (b) all of the mineral claims comprising the Property are in good standing in accordance with the requirements of the Northwest Territories Mining Regulations; and
- (c) except for the Silver Range Royalty, the Property is free and clear of all liens, charges and encumbrances and is not subject to any right, claim or interest of any other person and/or entity.

3.2 Rover Metals represents and warrants to Silver Range that:

- (a) it will observe the terms and the conditions of this LOI and acknowledges that the interest it will acquire in the Property under this LOI shall be subject to the Silver Range Royalty;



- (b) it will complete the Listing on or before May 1, 2018 if payment pursuant to Section 2.3 is elected to be made with Rover Metals shares.

3.3 Rover Metals hereby acknowledges, agrees and confirms that any representations made by Silver Range in respect of legal or beneficial title to the Property specifically excludes any ongoing and future actions taken by or on behalf of any aboriginal or first nations persons pursuant to the assertion of any land claims or treaty rights or settlements related to lands comprising all or any part of the Property.

#### 4. Conditions Precedent

4.1 The obligations of the Parties under this LOI are first subject to:

- (a) the approval of the Rover Metals board of directors on or before November 10, 2017; and
- (b) the completion of the Listing, on or before May 1, 2018 if payment pursuant to Section 2.3 is elected to be made with Rover Metals shares.

4.2 If the conditions precedent set out in Section 4.1 hereof have not been satisfied on or before those dates specified in Section 4.1, this LOI shall terminate unless otherwise agreed to in writing by the Parties.

#### 5. Net Smelter Returns

5.1 The calculation and payment of Net Smelter Returns under this LOI shall be made in accordance with the attached Schedule "A".

#### 6. Property Title

6.1 Upon receipt by Silver Range of the Subsection 2.2(a) payment, Silver Range shall deliver to Rover Metals, any and all documentation necessary to have title to the Property transferred in the name of Rover Metals.

6.2 Until such time as the Subsection 2.2(b) payment has been received by Silver Range, Rover Metals shall hold title to the Property in trust for Silver Range. Upon the completion of the Subsection 2.2(b) payment, the only interest Silver Range shall retain in the Property shall be the Silver Range Royalty.

#### 7. Work on Property

7.1 Rover Metals shall not carry out any work on the Property until such time as it has received a valid land use permit applicable to such work while the title is held in trust by Rover Metals.

#### 8. Termination

8.1 Rover Metals may, at any time prior to completing the payment pursuant to Subsection 2.2(b), terminate this LOI in its entirety on thirty (30) days written notice to Silver Range and subject to the requirements of Section 8.3, shall thereafter have no liability to Silver Range as a result of such termination.



8.2 Notwithstanding any other provisions in this LOI, in the event of termination of this LOI, Rover Metals shall:

- (a) file or have filed all applicable assessment work to keep the Property in good standing for the maximum period of time permitted under the Northwest Territories Mining Regulations, following the termination of this LOI;
- (b) perform all reclamation work on the Property required under applicable mining and environmental laws as a result of activities carried out by or on behalf of Rover Metals; and
- (c) provide Silver Range with digital and hard copies of all information generated as a result of the activities of Rover Metals on the Property under this LOI.

8.3 Upon termination of this LOI pursuant to Section 8.1, Silver Range shall have the option, but not the obligation to request that title to the Property be transferred back into the name of Silver Range or a designated nominee. If Silver Range does not make such request within 90 days of a termination pursuant to Section 8.1, Rover Metals shall be deemed to be the owner of the Property and the only interest retained by Silver Range shall be the Silver Range Royalty.

## 9. Abandoning Claims

9.1 If at any time after the date of this LOI, Rover Metals elects to abandon or allow all or any mineral claims comprising the Property to lapse, it shall provide Silver Range with written notice of its intention to do so. Silver Range shall have 30 days from receipt of such notice to elect to have title to the claims being abandoned, transferred into its or the name of a designated nominee. All cost associated with such claim title transfers shall be borne by Silver Range.

9.2 If Silver Range fails to make such election within the said 30 day period, it shall be deemed to have elected not to have title to the claims being abandoned transferred into its or the name of a designated nominee and Rover Metals shall be entitled to allow such claims to lapse.

## 10. Formal Agreement

10.1 This LOI will be replaced with and superseded by a formal property purchase agreement. The formal agreement will contain the standard provisions dealing with confidentiality, notice, representations and warranties, termination, first right of refusal, force majeure, default, governing law and other matters normally contained in such agreements.

10.2 Notwithstanding Section 11.1, this LOI shall remain in full force and effect and be binding on both Parties until such time as it has been replaced with a formal agreement.

## 11. Confidentiality

11.1 This LOI and the contents hereof shall be maintained in confidence by the Parties and not disclosed to any other person except in compliance with the disclosure obligations of either Party under applicable securities laws.

Assuming the above terms are acceptable, please sign this LOI on behalf of Rover Metals in the space below and Silver Range will prepare the initial draft of the formal agreement.



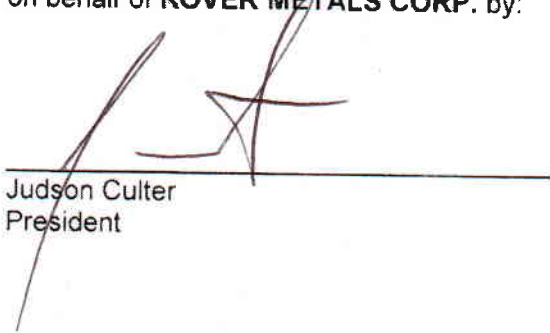
Yours truly,

**SILVER RANGE RESOURCES LTD.**



Michael Power  
President

Agreed to and accepted this 7 day of November, 2017  
on behalf of **ROVER METALS CORP.** by:



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Judson Culter  
President



## SCHEDULE "A"

Net Smelter Returns

1. The terms defined in the LOI and used in this Schedule "A" shall have the meanings ascribed to such terms in the LOI.
2. For the purposes of this Schedule "A", the following terms shall have the following meanings:
  - 2.1 "Gross Revenue" shall mean the aggregate of the following amounts received for the Precious Metals produced in each quarterly period:
    - (a) (i) all revenue received by Rover Metals in such quarter from arm's length purchasers of Precious Metal Products, or
    - (ii) the fair market value of all Precious Metal Products sold by Rover Metals in such quarter to persons not dealing at arm's length with Rover Metals; and
    - (b) any proceeds of insurance received in such quarter due to losses or damages in respect to Precious Metal Products.
  - 2.2 "Permissible Deductions" shall mean the aggregate of all freight or other transportation and insurance costs of Precious Metals Products from the Property to the smelter and refinery or other place of sale or treatment but without any other deduction whatsoever, that are paid in each quarterly period provided: (i) that where a cost or expense otherwise constituting a Permissible Deduction is incurred by Rover Metals in a transaction with a party with whom it is not dealing at arm's length (as that term is defined in the Income Tax Act (Canada)), such costs or expenses may be deducted, but only as to the lesser of the actual cost incurred by Rover Metals and the fair market value thereof considering the time of such transaction and under all the circumstances thereof; and (ii) transportation costs and milling costs at another site, prior to the smelting and refining shall not be included in the definition of Permissible Deductions.
  - 2.3 "Net Smelter Returns" shall mean Gross Revenue of Precious Metals less Permissible Deductions in respect to such quarter.
3. The Silver Range Royalty shall be calculated and paid to Silver Range in accordance with the terms of the LOI and this Schedule "A".
4. The Silver Range Royalty shall be calculated on a calendar quarterly basis and paid within 30 days or when Rover Metals received payment from the refinery after the end of the calendar quarters ending March 31, June 30, September 30 and December 31 of each calendar year. Smelter settlement sheets, if any, and a statement setting forth calculations in sufficient detail to show how the payment was derived (the "Statement") shall be submitted with each royalty payment.
5. In the event that final amounts required for the calculation of the Silver Range Royalty are not available within the time period referred to in paragraph 4 of this Schedule "A", then provisional amounts shall be established. The royalty payment shall be made on the basis of such provisional amounts and positive or negative adjustments shall be made to the payment in the succeeding quarter, as necessary.



6. Payments applicable to the Silver Range Royalty shall be considered final and in full satisfaction of all obligations of Rover Metals with respect thereto, unless Silver Range delivers to Rover Metals a written notice (the "Objection Notice") describing and setting forth a specific objection to the calculation thereof within 60 days after receipt by the Statement. If Silver Range objects to a particular Statement as herein provided, Silver Range shall, for a period of 60 days after Rover Metals' receipt of such Objection Notice, have the right, upon reasonable notice and at a reasonable time, to have Rover Metals' accounts and records relating to the calculation of the royalty payment in question audited by the auditors of Silver Range.
7. Failure on the part of Silver Range to make claim against Rover Metals for adjustment in such 60 day period by delivery of an Objection Notice shall conclusively establish the correctness and sufficiency of the Statement and the applicable royalty payment in respect of the quarter in question.
8. If an audit initiated pursuant to paragraph 6 hereof determines that there has been a deficiency or an excess in the payment made to in respect of the Silver Range Royalty, such deficiency or excess will be resolved by adjusting the next quarterly royalty payment due to the Silver Range hereunder. Silver Range shall pay all the costs and expenses of such audit unless a deficiency of 5.0% or more of the amount due is determined to exist. Rover Metals shall pay the costs and expenses of such audit if a deficiency of 5.0% or more of the amount due is determined to exist.
9. All books and records used and kept by Rover Metals to calculate the payment of the Silver Range Royalty due hereunder shall be kept in accordance with Canadian generally accepted accounting principles or International Financial Reporting Standards, as applicable.
10. All profits and losses resulting from Rover Metals engaging in any commodity futures trading, option trading, metals trading, gold loans or any combination thereof, and any other hedging transactions with respect to Mineral Products (collectively, "Hedging Transactions") are specifically excluded from calculations of the Silver Range Royalty pursuant to this Schedule "A".
11. It is hereby acknowledged by and between Rover Metals and Silver Range that either Party may engage in speculative hedging trading activities for their own account. All Hedging Transactions by Rover Metals and all profits or losses associated therewith, if any, shall be solely for Rover Metals' account, irrespective of whether or not Mineral Products are delivered in fulfillment of such obligations. When necessary to give effect to the provisions of this paragraph 11, Gross Revenue from Mineral Products subject to Hedging Transactions by Rover Metals shall be determined pursuant to paragraph 2.1(a)(ii), rather than paragraph 2.1(a)(i) hereof.
12. Fair market value for gold shall be determined by using the quarterly average price of gold which shall be calculated by dividing the sum of all London Bullion Market Association P.M. Gold Fix prices reported for the calendar quarter in question by the number of days for which such prices were quoted, less an amount reasonably equivalent to the deductions permitted under paragraph 2.2 hereof.
13. Fair market value for silver and other Precious Metals, shall be determined by using the quarterly average price which shall be calculated by dividing the sum of all New York Commodity Exchange ("COMEX") prices reported for silver and the other metals quoted by and at the closing of COMEX for the calendar quarter in question by a number of days for which such prices were quoted, less, in each case, an amount reasonably equivalent to the deductions permitted under paragraph 2.2 hereof.



SCHEDULE "B"

The Property

<b>Property Name</b>	<b>Claim Name</b>	<b>Tag Number</b>	<b>Next Anniversary</b>
Cabin Lake	CL 1	M10076	July 31, 2018

*M*

*SC*

**DATED MARCH 12, 2018**

**BETWEEN**

**ROVER METALS CORP.**

**- and -**

**NORTH ARROW MINERALS INC.**

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**ASSET PURCHASE AGREEMENT**

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**THIS AGREEMENT** dated March 12, 2018

**BETWEEN:**

**ROVER METALS CORP.**, a corporation existing under the laws of British Columbia  
(the "**Purchaser**")

**AND:**

**NORTH ARROW MINERALS INC.**, a corporation incorporated under the laws of Canada  
(the "**Vendor**")

**RECITALS:**

- A. The Purchaser wishes to purchase and the Vendor wishes to sell certain assets of the Vendor upon the terms and conditions of this Agreement.

**NOW THEREFORE**, the Parties therefore agree as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions**

In this Agreement:

"**Affiliate**" means a corporation that is affiliated with the Purchaser if (a) one of them is a subsidiary of the other, (b) both of them are subsidiaries of the same corporation, or (c) each of them is controlled by the same person;

"**Agreement**" means this asset purchase agreement;

"**Amalgamation**" means the amalgamation or other business combination transaction between the Purchaser and Royal Lifescience;

"**Applicable Laws**" means any and all applicable (i) laws, statutes, rules, regulations, by-laws, codes, treaties, constitutions and ordinances, (ii) Orders and directives of any Governmental Authority, and (iii) policies, guidelines, standards, requirements, notices and protocols of any Governmental Authority;

"**Area of Common Interest**" means the area described in Exhibit B hereto;

**"Business Day"** means any day except Saturday, Sunday, any statutory holiday in the Province of British Columbia or any other day on which the principal chartered banks in the City of Vancouver are closed for business;

**"Change of Control"** means

- (a) **"Change of Control"** means the occurrence of a transaction or series of transactions whereby directly or indirectly:
- (i) any Person, or combination of Persons, acting jointly or in concert, becomes the beneficial owner of, or acquires the power to exercise control or direction over, directly or indirectly, securities entitled to 50% or more of the votes exercisable by holders of the then-outstanding securities generally entitled to vote for the election of directors ("**Voting Securities**") of the Purchaser; or
  - (ii) the Purchaser is merged, amalgamated or consolidated into or with another Person or enters into a statutory arrangement with, any other Person (other than an Affiliate of the Purchaser) and, in connection therewith, all or part of the outstanding Voting Securities is changed in any way, reclassified or converted into, exchanged or otherwise acquired for other securities of the Purchaser or any other Person or for cash or any other property and, as a result of such transaction, securities entitled to 50% or more of the votes, exercisable by holders of Voting Securities of the Purchaser or of such Person into which the Voting Securities of the Purchaser are exchanged or converted in or immediately after such transaction, are beneficially owned, controlled or directed by a Person or combination of Persons acting jointly or in concert, and such Person or combination of Persons beneficially owned, controlled or directed securities representing less than 50% of the votes exercisable by holders of the Voting Securities of the Purchaser immediately prior to such transaction; or
  - (iii) the capital of the Purchaser is reorganized and, as a result of such reorganization, securities entitled to more than 50% of the votes exercisable by holders of Voting Securities of the Purchaser upon or immediately after such reorganization are beneficially owned, controlled or directed by a Person or combination of Persons acting jointly or in concert and such Person or combination of Persons beneficially owned, controlled or directed securities representing less than 50% of the votes exercisable by holders of Voting Securities of the Purchaser immediately prior to such reorganization; or
  - (iv) the Purchaser sells or otherwise transfers all or substantially all of its assets to another Person and immediately following such sale or transfer securities entitled to more than 50% of the votes exercisable by the holders of Voting Securities of the acquiring Person are beneficially owned, controlled or directed by a Person



or combination of Persons acting jointly or in concert and such Person or combination of Persons beneficially owned, controlled or directed securities representing less than 50% of the votes exercisable by holders of the Voting Securities of the Purchaser immediately prior to such transaction; or

- (v) there occurs a change in the composition of the Board, which occurs at a single meeting of the shareholders of the Purchaser, or a succession of meetings of the shareholders of the Purchaser occurring within 6 months of each other, whereby such individuals who were members of the Board immediately prior to such meeting or succession of meetings cease to constitute a majority of the Board without the Board, as constituted immediately prior to such meeting or meetings, approving of such change;

**"Claims"** means the claims located in the Cabin Lake area of the Northwest Territories as more particularly described in Exhibit A hereto;

**"Closing"** means the completion of the purchase and sale of the Purchased Assets and all other transactions contemplated by this Agreement;

**"Closing Date"** means March 13, 2018;

**"Closing Document"** means any agreement, certificate or other instrument to be executed or delivered at the Closing as contemplated by this Agreement;

**"Closing Time"** means 1:00 p.m. (Vancouver Time) on the Closing Date or such other time on the Closing Date as the Parties may agree that the Closing will take place;

**"Consent"** means any approval, consent, permit, waiver, ruling, exemption, acknowledgement or similar authorization from any Person, including those required by Applicable Laws or the policies of the Exchange;

**"Exchange"** means the TSX Venture Exchange;

**"First Earn-Out Payment Date"** means the date following the Transaction Closing Date on which Purchaser publicly discloses any combination of an inferred, indicated or measured mineral resource (within the meaning of NI 43-101) of 500,000 ounces gold or more within the Claims or the Area of Common Interest;

**"Governmental Authority"** means any (i) federal, provincial, territorial, municipal, local or other government or governmental or public ministry, department, agency, Tribunal, commission, board, bureau or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the foregoing, or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above;

"**Legal Proceeding**" means any litigation, action, suit, investigation, hearing, claim, complaint, grievance, arbitration proceeding or other proceeding and includes any appeal or review and any application for same;

"**Lien**" means any lien, mortgage, charge, pledge, hypothec, security interest, assignment, option, conditional sale, warrant, lease, sublease, easement, restrictive covenant, title retention agreement, statutory or deemed trust, adverse claim or other encumbrance of any kind, which secures payment or performance of an obligation or otherwise affects the right, title or interest in or to any particular property;

"**NI 43-101**" means National Instrument 43-101 *Standards of Disclosure for Mineral Products*;

"**Option Agreement**" means the option agreement between the Purchaser, Silver Range Resources Ltd. and Panarc Resources Ltd. dated September 9, 2016, as amended on August 15, 2017 pursuant to which the Purchaser may acquire an undivided 100% interest in the Claims;

"**Order**" means any order, directive, judgment, decree, award or writ of any Tribunal;

"**Parties**" means the Vendor and the Purchaser and "**Party**" means either one of them;

"**Person**" includes any individual, body corporate, unlimited liability company, limited liability corporation, partnership, limited liability partnership, sole proprietorship, firm, joint stock company, joint venture, trust, unincorporated association, unincorporated organization, syndicate, Governmental Authority and any other entity or organization of any nature whatsoever;

"**Purchased Assets**" has the meaning specified in Section 2.1;

"**Resulting Issuer**" means the issuer that will result from the Amalgamation;

"**Resulting Issuer Shares**" means common shares in the capital of the Resulting Issuer following the Transaction Closing Date, which will be listed on the Exchange;

"**Royal Lifescience**" means Royal Lifescience Corp., a corporation whose common shares are listed and posted for trading on the Exchange as Capital Pool Company;

"**Second Earn-Out Payment Date**" means the date following the Transaction Closing Date on which Purchaser publicly discloses any combination of an inferred, indicated or measured mineral resource (within the meaning of NI 43-101) of 750,000 ounces gold or more within the Claims or the Area of Common Interest;

"**Tax Act**" means the *Income Tax Act*, R.S.C. 1985, c. 1 (5<sup>th</sup> Supp.), the *Income Tax Application Rules*, R.S.C. 1985, c. 2 (5<sup>th</sup> Supp.), and the *Income Tax Regulations*, C.R.C., c. 945, in each case as amended to the date of this Agreement;

**"Transaction Closing Date"** means the date on which the Exchange issues its Final Bulletin (as defined in Exchange policies) with respect to the Amalgamation; and

**"Tribunal"** means any court (including a court of equity), arbitrator or arbitration panel or any body exercising adjudicative, regulatory, judicial or quasi-judicial powers, including any stock exchange.

## 1.2 Certain Rules of Interpretation

In this Agreement:

- (a) **Currency** – Unless otherwise specified, all dollar amounts in this Agreement, including the symbol "\$", refer to Canadian currency.
- (b) **Gender and Number** – In this Agreement, unless the context requires otherwise, any reference to gender includes all genders and words importing the singular number only include the plural and vice versa.
- (c) **Headings, etc.** – The division of this Agreement into Articles, Sections and other subdivisions and the inclusion of headings and a table of contents are provided for convenience only and do not affect the construction or interpretation of this Agreement.
- (d) **Including** – In this Agreement, the words "include" or "including" mean "include (or including) without limitation" and the words following "include" or "including" are not to be considered an exhaustive list.
- (e) **Knowledge** - Where any representation or warranty is expressly qualified by reference to "the knowledge of the Vendor" or similar words, it refers to the knowledge actually known to, or which after due enquiry and reviewing this Agreement ought to have come to the attention of, the shareholders, directors, officers or employees of the Vendor and the Vendor hereby confirms that it has made due inquiries of all those individuals.
- (f) **Performance on Holidays** – If any act is required by the terms of this Agreement to be performed on a day which is not a Business Day, the act will be valid if performed on the next succeeding Business Day.
- (g) **References to Persons** – Unless the context otherwise requires, any reference in this Agreement to a Person includes its heirs, administrators, executors and other legal representatives, successors and permitted assigns.
- (h) **References to this Agreement** – The words "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement as a whole and not to any particular section or portion of it.

- (i) **Statutory References** – Unless otherwise specified, any reference in this Agreement to a statute includes all rules and regulations made under it and all applicable guidelines, bulletins or policies made in connection with it and which are legally binding, in each case as it or they may have been, or may from time to time be, amended or re-enacted.
- (j) **Time** – Time is of the essence of this Agreement, and no extension or variation of this Agreement will operate as a waiver of this provision.

### 1.3 Schedules and Exhibits

The following Schedule and Exhibit form an integral part of this Agreement:

<u>Exhibit A</u>	Description of Claims
<u>Exhibit B</u>	Area of Common Interest
<u>Schedule 2.1</u>	Purchased Assets

## ARTICLE 2 PURCHASE AND SALE OF ASSETS

### 2.1 Purchase and Sale of Purchased Assets

Subject to the terms and conditions of this Agreement, at the Closing Time the Vendor shall sell, transfer, convey and deliver to the Purchaser, and the Purchaser shall purchase from the Vendor, the assets listed in Schedule 2.1 (the “**Purchased Assets**”) on an “as-is, where-is” basis, free and clear of all Liens.

### 2.2 Purchase Price

In consideration of the sale, transfer, conveyance and delivery of the Purchased Assets, the Purchaser agrees to:

- (a) within 15 days following the Transaction Closing Date and subject to receipt of all requisite Consents, issue 500,000 Resulting Issuer Shares to the Vendor;
- (b) on the First Earn-Out Payment Date and subject to compliance with Applicable Laws, the Purchaser shall, in the Purchaser’s sole discretion, either: (i) pay to the Vendor \$100,000; or (ii) issue to the Vendor such number of Resulting Issuer Shares as is determined by dividing \$100,000 by the closing trading price of the Resulting Issuer Shares on the Exchange on the trading day preceding the First Earn-Out Payment Date or such other price as the Exchange may accept;



- (c) on the Second Earn-Out Payment Date, and subject to compliance with Applicable Laws, the Purchaser shall, in the Purchaser's sole discretion, either (i) pay to the Vendor \$100,000, or (ii) issue to the Vendor such number of Resulting Issuer Shares as is determined by dividing \$100,000 by the closing trading price of the Resulting Issuer Shares on the Exchange on the trading day preceding the Second Earn-Out Payment Date or such other price as the Exchange may accept; and
- (d) if the Second Earn-Out Payment Date occurs before any payment of \$100,000 or issuance of Resulting Issuer Shares to the Vendor pursuant to Section 2.2(b) of this Agreement, the amount of the cash payment to be paid to the Vendor pursuant to Section 2.2(c)(i) above shall be \$200,000, or the number of Resulting Issuer Shares to be issued to the Vendor shall be determined by dividing \$200,000 by the closing trading price of the Resulting Issuer Shares on the Exchange on the trading day preceding the Second Earn-Out Payment Date or such other price as the Exchange may accept.

### **2.3 Contractual Hold Period**

- (a) The Resulting Issuer Shares to be issued to the Vendor pursuant to Section 2.2(a) will be subject to a voluntary hold period (reflected by the inclusion of a legend on the certificates representing such Resulting Issuer Shares) with 250,000 Resulting Issuer Shares being released on the date that is 24 months following the date of issuance and 250,000 Resulting Issuer Shares being released on the date that is 36 months following the date of issuance.
- (b) If, at any time prior to the date that is 36 months following the date of issuance of the Resulting Issuer Shares:
  - (i) a Change of Control occurs; or
  - (ii) the Resulting Issuer decides to (i) not proceed to fulfill the requirements pursuant to the Option Agreement to earn an interest in the Claims, or (ii) abandon the Claims or allow them to lapse,

then the hold period(s) set forth in Section 2.3 shall immediately expire and the Resulting Issuer shall cause the legend on the Resulting Issuer Shares to be removed and shall instruct its transfer agent accordingly.

### **2.4 Return of Purchased Assets**

In the event that the Transaction Closing Date has not occurred on or prior to May 31, 2018, or such later date as the Vendor and the Purchaser may agree, the Purchaser shall transfer, convey and deliver the Purchased Assets to the Vendor for no consideration and shall deliver to the Vendor all conveyances, bills of sale, assurances, transfers and assignments and other documents to transfer effectively to the Vendor good title to the Purchased Assets free and clear of all Liens.

**ARTICLE 3**  
**REPRESENTATIONS AND WARRANTIES**

**3.1 Representations and Warranties of the Vendor**

The Vendor represents and warrants to the Purchaser as set out in this Section 3.1 and acknowledges that the Purchaser is relying on those representations and warranties in entering into this Agreement and completing the transactions contemplated by it. No investigations made by or on behalf of the Purchaser will have the effect of waiving, diminishing the scope of, or otherwise affecting any representation or warranty made by the Vendor.

**3.1.1 Incorporation and Qualification**

The Vendor is a corporation incorporated and existing under the laws of Canada and has the corporate power to own and use the Purchased Assets and enter into and perform its obligations under this Agreement and each of the Closing Documents to which it is or is to become a party.

**3.1.2 No Solvency or Reorganization Proceedings**

The Vendor is not insolvent and no proceedings have been taken or authorized by the Vendor or by any other Person with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of the Vendor or with respect to any amalgamation, merger, consolidation, arrangement, receivership or reorganization of, or relating to, the Vendor or the Purchased Assets nor have any such proceedings been threatened by any other Person. No encumbrancer has taken possession of any of the Purchased Assets and no execution or distress has become enforceable or levied upon any of the Purchased Assets.

**3.1.3 Authorization of Sale**

The execution and delivery, and performance by the Vendor, of this Agreement and each of the Closing Documents to which it is or is to become a party and the completion of the transactions contemplated by them have been duly authorized by all necessary corporate action on behalf of the Vendor.

**3.1.4 Validity of Agreement**

This Agreement and each of the Closing Documents to which the Vendor is or is to become a party have been or will be duly and validly executed and delivered by the Vendor and are or will be legal, valid and binding obligations of the Vendor, enforceable against it in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

### **3.1.5 Title to Purchased Assets**

The Vendor is the sole beneficial (and where its interests are registered, the sole registered) owner of all the Purchased Assets with good title thereto, free and clear of all Liens. The Vendor has the exclusive right to possess, use and dispose of all the Purchased Assets. At the Closing Time, the Vendor will have the full legal right, power and authority to sell, transfer, convey, assign and deliver all of the Purchased Assets to the Purchaser, and the Purchaser will acquire good and valid title to the Purchased Assets, free and clear of all Liens.

The Vendor makes no representation and warranty that the Purchased Assets are i) accurate or complete, or ii) suitable for any purpose intended by the Purchaser.

### **3.1.6 No Agreements or Options**

Except for the Purchaser's right in this Agreement, no Person has any written or oral agreement or option or any right or privilege capable of becoming an agreement or option for the purchase or other acquisition from the Vendor of any of the Purchased Assets and the Vendor has not assigned or granted any license in respect of any of the Purchased Assets to any Person.

### **3.1.7 No Conflicts**

The execution and delivery of and performance by the Vendor of this Agreement and each of the Closing Documents to which it is or is to become a party do not and will not (with or without the giving of notice, the lapse of time or the happening of any other event or condition):

- (a) result in the breach of, or conflict with, or allow any Person to exercise any rights under, or cause the Vendor to be bound by any additional or more onerous obligation under, any of the terms or provisions of:
  - (i) the notice of articles, articles, bylaws or any resolutions of the board of directors or shareholders of the Vendor; or
  - (ii) any Contract to which the Vendor is a party or by which any of the Purchased Assets may be affected;
- (b) result in the breach of, or cause the termination, amendment or revocation of, any Consent or license held by the Vendor or necessary to the ownership of the Purchased Assets;
- (c) result in the violation of any Applicable Law; or
- (d) result in the creation of any Lien on any of the Purchased Assets.

**3.1.8 Required Consents**

There is no requirement on the part of the Vendor to obtain any Consent or make any filing with or give notice to any Governmental Authority in connection with the lawful completion of the transactions contemplated by this Agreement.

**3.1.9 Residence of Vendor**

The Vendor is not a "non-resident" of Canada within the meaning of the Tax Act.

**3.1.10 Legal Proceedings**

- (a) There is no Legal Proceeding (whether or not purportedly on behalf of the Vendor) in progress, pending or, to the knowledge of the Vendor, threatened against or affecting the Purchased Assets before or by any Tribunal. There is no Order outstanding against or affecting the Vendor relating to the Purchased Assets.
- (b) There is no Legal Proceeding in progress, pending, or, to the knowledge of the Vendor, threatened, against or affecting the Vendor, affecting adversely the ability of the Vendor to enter into this Agreement or perform its obligations under this Agreement, or affecting the title of the Vendor to any of the Purchased Assets, at law or in equity or before or by any Tribunal.

**3.1.11 No Broker**

The Vendor has carried on all negotiations relating to this Agreement and the transactions contemplated by this Agreement without intervention on its behalf of any other party in such a manner as to give rise to any valid claim for a brokerage commission, finder's fee or other like payment against the Purchaser.

**3.1.12 Full Disclosure**

The representations and warranties of the Vendor contained in this Agreement, in any Closing Document and in any other document delivered under this Agreement or any Closing Document are true and correct and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained in those representations and warranties not misleading to a prospective purchaser of the Purchased Assets. Except for matters disclosed in this Agreement, the Vendor has no knowledge of any facts which, if known to the Purchaser, might reasonably be expected to materially diminish the Purchaser's evaluation of the value of the Purchased Assets or might reasonably be expected to deter the Purchaser from completing the transactions contemplated by this Agreement.



## **3.2 Representations and Warranties of the Purchaser**

The Purchaser represents and warrants to the Vendor as set out in this Section 3.2 and acknowledges that the Vendor is relying on those representations and warranties in entering into this Agreement and completing the transactions contemplated by it. No investigations made by or on behalf of the Vendor will have the effect of waiving, diminishing the scope of, or otherwise affecting any representation or warranty made by the Purchaser.

### **3.2.1 Incorporation and Qualification**

The Purchaser is a corporation incorporated and existing under the laws of the Province of British Columbia and has the corporate power to purchase the Purchased Assets from the Vendor and to enter into and perform its obligations under this Agreement and each of the Closing Documents to which it is or is to become a party.

### **3.2.2 No Solvency or Reorganization Proceedings**

The Purchaser is not insolvent and no proceedings have been taken or authorized by the Purchaser or by any other Person with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of the Purchaser or with respect to any amalgamation, merger, consolidation, arrangement, receivership or reorganization of, or relating to, the Purchaser or its assets nor have any such proceedings been threatened by any other Person. No encumbrancer has taken possession of any of the Purchaser's assets and no execution or distress has become enforceable or levied upon any of the Purchaser's assets.

### **3.2.3 Authorization of Purchase**

The execution and delivery of, and performance by the Purchaser of, this Agreement and each of the Closing Documents to which it is or is to become a party and the completion of the transactions contemplated by them have been duly authorized by all necessary corporate action on behalf of the Purchaser.

### **3.2.4 Validity of Agreement**

This Agreement and each of the Closing Documents to which the Purchaser is or is to become a party have been or will be duly and validly executed and delivered by the Purchaser and are or will be legal, valid and binding obligations of the Purchaser, enforceable against it in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

### **3.2.5 No Cease Trade Order**

To the knowledge of the Purchaser, no order ceasing, halting or suspending trading in securities of Royal Lifescience nor prohibiting the sale of such securities has been issued to and is outstanding against Royal Lifescience, and to the knowledge of the Purchaser, no investigations or proceedings for such purposes are pending or threatened.

### **3.2.6 Issuance of Resulting Issuer Shares**

The Resulting Issuer Shares to be issued to the Purchaser pursuant to this Agreement, will, upon issuance and delivery, be validly issued as fully paid and non-assessable.

### **3.2.7 No Conflicts**

The execution and delivery of and performance by the Purchaser of this Agreement and each of the Closing Documents to which it is or is to become a party do not and will not (with or without the giving of notice, the lapse of time or the happening of any other event or condition):

- (a) result in the breach of, or conflict with, or allow any Person to exercise any rights under, or cause the Purchaser to be bound by any additional or more onerous obligation under, any of the terms or provisions of:
  - (i) the notice of articles, articles or any resolutions of the board of directors or shareholders of the Purchaser; or
  - (ii) any Contract to which the Purchaser is a party; or
- (b) result in the breach of, or cause the termination, amendment or revocation of, any Consent held by the Purchaser or necessary to the issuance of the Resulting Issuer Shares to the Vendor; or
- (c) result in the violation of any Applicable Law.

### **3.2.8 Required Consents**

There is no requirement on the part of the Purchaser to obtain any Consent in connection with the lawful completion of the transactions contemplated by this Agreement, other than the Consent of the Exchange to the Amalgamation and the transactions contemplated by this Agreement.

### **3.2.9 Legal Proceedings**

- (a) There is no Legal Proceeding (whether or not purportedly on behalf of the Purchaser) in progress, pending or, to the knowledge of the Purchaser, threatened against or

affecting the Purchaser or its assets before or by any Tribunal. There is no Order outstanding against or affecting the Purchaser or its assets.

- (b) There is no Legal Proceeding in progress, pending, or, to the knowledge of the Purchaser, threatened, against or affecting the Purchaser, affecting adversely the ability of the Purchaser to enter into this Agreement or perform its obligations under this Agreement, or affecting the title of the Purchaser to any of its assets, at law or in equity or before or by any Tribunal.

#### **3.2.10 No Broker**

The Purchaser has carried on all negotiations relating to this Agreement and the transactions contemplated by this Agreement without intervention on its behalf of any other party in such a manner as to give rise to any valid claim for a brokerage commission, finder's fee or other like payment against the Vendor.

#### **3.2.11 Transaction Closing Date**

The Purchaser shall use its commercially reasonable efforts to cause the Transaction Closing Date to occur on or prior to May 31, 2018.

#### **3.2.12 Consent of Exchange**

The Purchaser shall use, and shall use its commercially reasonable efforts to cause Royal Lifescience to use, its commercially reasonable efforts to obtain the Consent of the Exchange to complete the Amalgamation and the transactions contemplated by this Agreement.

#### **3.2.13 Full Disclosure**

The representations and warranties of the Purchaser contained in this Agreement, in any Closing Document and in any other document delivered under this Agreement or any Closing Document are true and correct and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained in those representations and warranties not misleading.

**ARTICLE 4  
DELIVERABLES AT CLOSING**

**4.1 Deliveries of the Vendor**

At the Closing Time, the Vendor will have delivered to the Purchaser the following in form and substance satisfactory to the Purchaser, acting reasonably:

- (a) all conveyances, bills of sale, assurances, transfers and assignments and other documents to transfer effectively to the Purchaser good title to the Purchased Assets free and clear of all Liens; and
- (b) all other documentation and evidence reasonably requested by the Purchaser in order to establish the due authorization and completion of and effectively implement the transactions contemplated by this Agreement.

**4.2 Deliveries of the Purchaser**

At the Closing Time, the Purchaser will have delivered to the Vendor all documentation and evidence reasonably requested by the Vendor in order to establish the due authorization and completion of and effectively implement the transactions contemplated by this Agreement, in form and substance satisfactory to the Vendor acting reasonably.

**ARTICLE 5  
CLOSING ARRANGEMENTS**

**5.1 Date, Place and Time of Closing**

The Closing will take place at the Closing Time at the offices of Pushor Mitchell LLP, 301 – 1665 Ellis Street, Kelowna, British Columbia, or at such other place, on such other date and at such other time as may be agreed upon in writing by the Parties.

**5.2 Deliveries at the Closing**

At the Closing Time, subject to satisfaction of all the conditions in Article 4 that have not been waived in writing by the Purchaser or the Vendor, as applicable,

- (a) the Vendor shall deliver to the Purchaser actual possession of the Purchased Assets;
- (b) the Vendor shall deliver those Closing Documents as are required to be delivered by the Vendor or Vendor's counsel under this Agreement, including the items listed in Subsection 4.1;

- (c) the Purchaser shall deliver those Closing Documents as are required to be delivered by the Purchaser or Purchaser's counsel under this Agreement, including the items listed in Subsection 4.2; and
- (d) the Purchaser shall pay or direct to be paid the Purchase Price in the manner provided in Section 2.2.

## **ARTICLE 6**

### **SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS**

#### **6.1 Survival of Representations, Warranties and Covenants**

- (a) The representations and warranties of each Party contained in this Agreement will not merge on and will survive the Closing and will continue in full force and effect for a period of one (1) year from the date of this Agreement.
- (b) The covenants of each Party contained in this Agreement will survive the Closing and, notwithstanding the Closing, will continue in full force and effect for the benefit of the other Party in accordance with the terms of this Agreement.

## **ARTICLE 7**

### **MISCELLANEOUS**

#### **7.1 Notices**

- (a) Any notice, direction or other communication (in this Section 7.1, a "**notice**") regarding the matters contemplated by this Agreement must be in writing and must be delivered personally, sent by courier or transmitted by facsimile or email, as follows:
  - (i) in the case of the Vendor, to:

960-789 West Pender Street  
Vancouver, BC V6C 1H2

Email: karmstrong@northarrowminerals.com
  - (ii) in the case of the Purchaser, at:

Suite 708 – 1155 West Pender Street  
Vancouver, BC V6E 2P4

Email: judson@culter.ca
- (b) A notice is deemed to be delivered and received (i) if delivered personally, on the date of delivery if delivered prior to 5:00 p.m. (recipient's time) on a Business Day and



otherwise on the next Business Day; (ii) if sent by same-day courier, on the date of delivery if delivered prior to 5:00 p.m. (recipient's time) on a Business Day and otherwise on the next Business Day; (iii) if sent by overnight courier, on the next Business Day; or (iv) if transmitted by facsimile or email, on the Business Day following the date of confirmation of transmission by the originating facsimile or the day following the date of the email.

- (c) A Party may change its address for service from time to time by notice given in accordance with the foregoing provisions.

## **7.2 Further Assurances**

Each Party shall from time to time, after the Closing Time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered all further acts, documents and instruments as may be reasonably necessary or desirable in order to give full effect to this Agreement or any provision of it.

## **7.3 Costs and Expenses**

Unless otherwise specified, each Party shall be responsible for all costs and expenses (including the fees and disbursements of legal counsel, bankers, accountants, brokers and other advisors) incurred by it in connection with this Agreement and the transactions contemplated by it.

## **7.4 Waiver of Rights**

Any waiver of any of the provisions of this Agreement or any Closing Document will be binding only if it is in writing and signed by the Party to be bound by it, and only in the specific instance and for the specific purpose for which it has been given. The failure or delay of any Party in exercising any right under this Agreement will not operate as a waiver of that right. No single or partial exercise of any right will preclude any other or further exercise of that right or the exercise of any other right, and no waiver of any of the provisions of this Agreement or any Closing Document will constitute a waiver of any other provision (whether or not similar).

## **7.5 Remedies Cumulative**

Unless otherwise specified, the rights and remedies of a Party under this Agreement are cumulative and in addition to and without prejudice to any other rights or remedies available to that Party at law, in equity or otherwise, and unless otherwise specified, no single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.

## **7.6 Severability**

If any provision of this Agreement or its application to any Party or circumstance is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, it will be ineffective

only to the extent of its illegality, invalidity or unenforceability without affecting the validity or the enforceability of the remaining provisions of this Agreement and without affecting its application to other parties or circumstances.

#### **7.7 Assignment**

Neither this Agreement nor any of the rights, benefits or obligations under this Agreement are assignable or transferable by the Vendor without the prior written consent of the Purchaser. The Purchaser may assign this Agreement or any of its rights, benefits or obligations under this Agreement to an Affiliate of the Purchaser provided such assignment shall not be effective unless the Purchaser provides written notice of the assignment, is not in default of any term or provision of this Agreement at the time of the assignment and until the proposed Affiliate has executed and delivered to the Vendor documents reasonably required to demonstrate that the proposed Affiliate is bound by this Agreement.

#### **7.8 Successors and Assigns**

This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

#### **7.9 Entire Agreement**

This Agreement, together with the Closing Documents, constitutes the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and supersedes all other understandings, agreements, representations (including misrepresentations, negligent or otherwise), negotiations, communications and discussions, written or oral, made by the Parties with respect thereto. There are no representations, warranties, terms, conditions, covenants or other understandings, express or implied, collateral, statutory or otherwise, between the Parties, except as expressly stated in this Agreement or any Closing Document. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement and the Closing Documents.

#### **7.10 Amendment**

This Agreement may not be amended, supplemented or otherwise modified in any respect except by written agreement signed by the Parties.

#### **7.11 Governing Law; Attornment**

This Agreement will be construed, interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each Party irrevocably attorns and submits to the exclusive jurisdiction of the courts of British Columbia and irrevocably waives objection to the venue of any proceeding in those courts or that those courts provide an inconvenient forum.

**7.12 Counterparts and Delivery by Facsimile**

This Agreement may be executed in any number of counterparts (including counterparts by facsimile), each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument. Delivery by facsimile or by electronic transmission of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or by electronic transmission shall also deliver an originally executed counterpart of this Agreement, but the failure to deliver an originally executed copy does not affect the validity, enforceability or binding effect of this Agreement.

**THIS AGREEMENT** has been executed by the Parties on March 12th, 2018.

**NORTH ARROW MINERALS INC.**

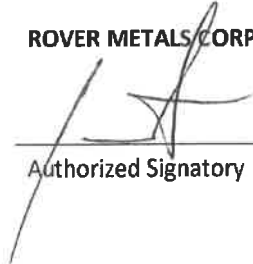
By:



Authorized Signatory

**ROVER METALS CORP.**

By:



Authorized Signatory

**EXHIBIT A**  
**Description of Claims**

<b>Property Name</b>	<b>Claim Name</b>	<b>Tag Number</b>	<b>Next Anniversary</b>
Cabin Lake	CL 1	M10076	July 31, 2018

**EXHIBIT B**  
**Area of Common Interest**

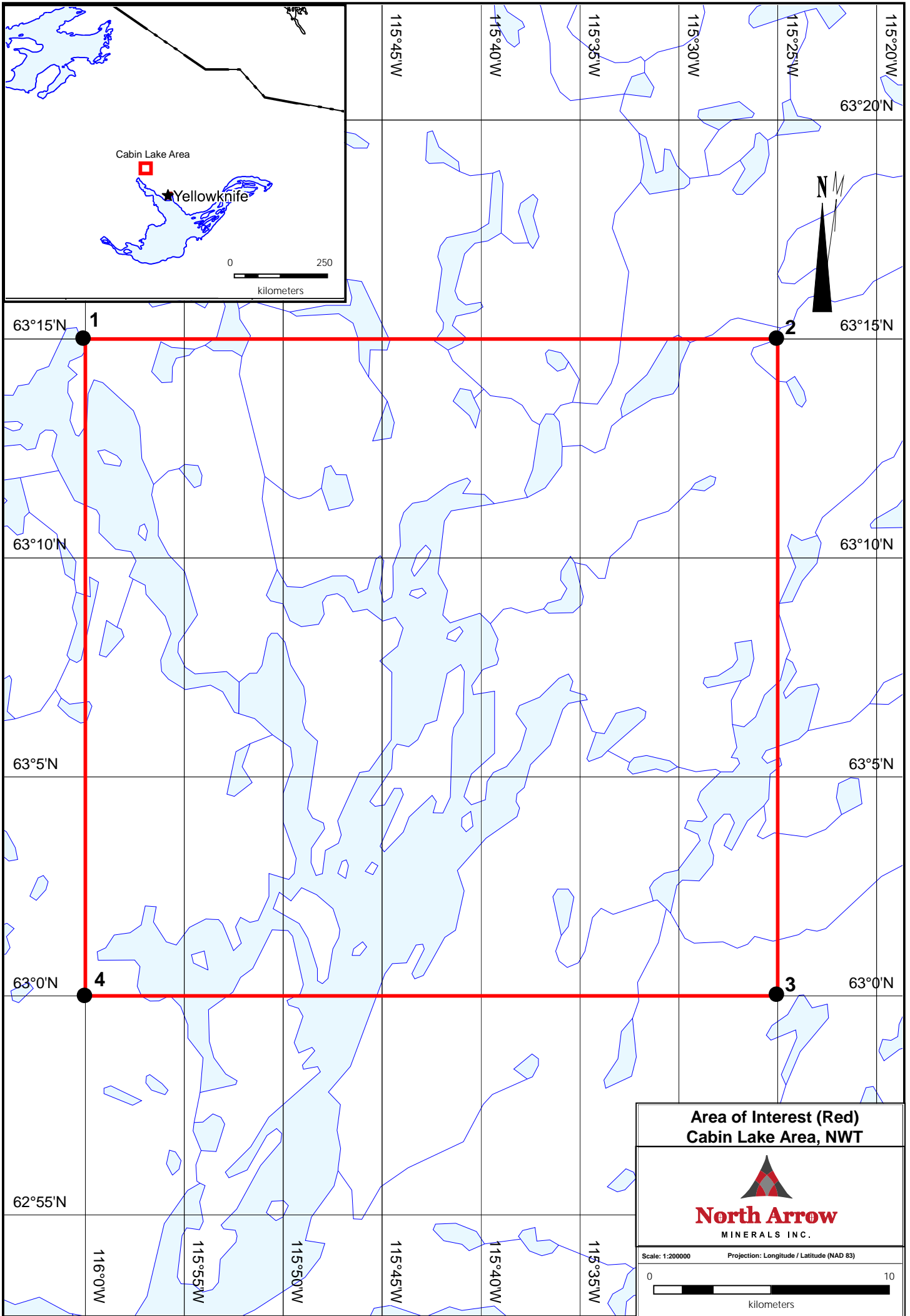
The Area of Common Interest is shown on the following map and defined by the following coordinates:

**AOI Point #1: 63<sup>0</sup> 15' N / 116<sup>0</sup> 00' W**

**AOI Point #2: 63<sup>0</sup> 15' N / 116<sup>0</sup> 25' W**

**AOI Point #3: 63<sup>0</sup> 00' N / 116<sup>0</sup> 25' W**

**AOI Point #4: 63<sup>0</sup> 00' N / 116<sup>0</sup> 00' W**



Cabin Lake Area

Yellowknife

0 250

kilometers

N

63°15'N

1

63°15'N

2

63°10'N

63°10'N

63°5'N

63°5'N

63°0'N

4

63°0'N

3

62°55'N

116°0'W

115°55'W

115°50'W

115°45'W

115°40'W

115°35'W

Area of Interest (Red)  
Cabin Lake Area, NWT



**North Arrow**

MINERALS INC.

Scale: 1:200000

Projection: Longitude / Latitude (NAD 83)

0 10

kilometers



**SCHEDULE 2.1**  
**Purchased Assets**

**BOX A**

- 1987; Notes on Airborne and Ground Geophysical Surveys Bugow Property, Russell Lake Area NWT; Freeport McMoran Gold Company
- 1990; A Summary of a Diamond Drill Program Completed on the Bugow Claims Mining Lease 3165; Covello, Bryan and Associates Ltd.
- 1987; Exploration of Bugow Property NWT; Freeport McMoran Gold Company
- 1988; Report on 1988 Re-assaying, Rock Sampling and Diamond Drilling on Mineral Lease 3165, Bugow Property; Aber Resources-Highwood Resources
- 1991; A Proposal for Renewed Exploration of the Bugow Gold Property, 75 Miles Northwest of Yellowknife, NWT; Beavon Consulting Limited
- 1987; Progress Report on the Bugow Property, Russell Lake, NWT; Aber Resources Limited
- 1986; Exploration and Drill Results 1986, bugow Property, Russell Lake Area, NWT; Aber Resources
- 1987; Report on Combined Helicopter-Borne Dighem IV Electromagnetic, Resistivity, Magnetic, VLF-EM Survey, Bugow Property, District of Mackenzie, NWT; Freeport and McMoran Gold Company
- 1988; The Geologic Setting and Geochemistry of Auriferous Iron-Formations on the Bugow property, Russell Lake Area, District of Mackenzie, Northwest Territories; MSc thesis for Aber Resources
- 1987; Dighem IV Interpretation, Cabin Lake Grid, Bugow Property; MPH Consulting Limited
- 1987; Report on Combined Helicopter-Borne Dighem IV Electromagnetic, Resistivity, Magnetic, VLF-EM Survey, Bugow Property, District of Mackenzie, NWT (Map Volume); Freeport and McMoran Gold Company
- 1987; Volume IIA Report on Ground Geophysical Surveys, Bugow Project, Mackenzie, NWT (Map Volume); Freeport McMoran Gold Company
- 1987; Volume IIB Report on Ground Geophysical Surveys, Bugow Project, Mackenzie, NWT (Map Volume); Freeport McMoran Gold Company
- 1987; Volume IIIA Report on Ground Geophysical Surveys, Bugow Project, Mackenzie, NWT (IP Pseudosections and Composite Sections); Freeport McMoran Gold Company

**BOX B:**

- 1946+1947; Exploration – drilling (21 DDH's 3088.7ft, on zone #2)/ trenching (65 trenches 1091ft)/221 channel samples/mapping, maps and trench/drill assays included; Andrew Yellowknife Mines
- 1984, 1985, 1986; Geophysics+ Trenching Maps+ DDH Maps with assays; Cominco
- Year end report - Mapping (2.7km<sup>2</sup>)/Ground Mag (17.5 ln-km's, 100m line spacing) with maps
- Year end report – Geophysics (87.7 ln-km's, 100m line spacing)/ Drilling(5 DDH's, 322.6m or 551.7m) with DDH logs, Geophysics maps and Geology maps
- 1986+1987; DDH logs; Beavon

- Rock samples map
- 1984-1990; small amount of general correspondence
- Prospecting Report - Assessment Report
- 1990; Land Use Permits; Aber Resources
- 1985+1986; Project Summary (contains all work done on project to date)
- Trench/Grab/Core sample cards/books
- 1984 and 1985; Year End Report; Cominco
- 1985; Owner's Report; Cominco LTD
- 1985; Geochem statistics and re-assays; Aber Resources
- 1986-1988; Assay Certificates and Cross Sections; Aber Resources

### **BOX C**

- 1990+1991; Proposals, Project offers - Aber
- 1988; Owner's Report - Exploration of Bugow Property
- 1987; Drill section maps - Aber/Beavon
- 1990; Drill report with logs, maps, assays; Covello, Bryan and Associates Ltd.
- 1988; Owner's Report - Exploration of Bugow Property
- 1988; Drill core assay from 1986 drilling - S.E. Amukun
- 1988; Drill logs (7 DDH's, 873m)
- 1988; Geophysics maps with report - Geophysics review of 1987 program (150In-km's VLF, 83In-km's Tmag, 26In-km's HLEM, 109In-km's IP) - RW Holroyd
- 1988; Midwest Drilling timesheets
- 1987; Ground Geophysics maps
- 1988; Geophysical review
- 1985; Annual Report - geophysics slides
- 1987; Airborne geophysics with air photos
- 1987; IP cross-sections
- 1988; Drill Sections (hand drawn)
- Beaver Trench Sample Descriptions, Andrew Lake trench sample
- Russell Lake Airphotos (stereographic)
- 1987; Progress report - Beavon
- Study (Masters - D. Bunner) Russel Lake (Final Review?)
- 1990; Misc Drilling; Covello, Bryan and Associates Ltd.
- 1987; Field Maps

### **BOX D**

- 1988; Russell Lake Field Mapsheets; Aber Resources
- 1988; Contingency Geophysics Report and Maps; Covello, Bryan and Associates Ltd.
- 1985; Contingency Drilling Miscellaneous; Aber Resources
- 1985; Contingency prospecting and Geochem Report; Aber Resources
- 1988; Contingency Maps and Aerial Photos; IDM

- 1985; Russell Lake Exploration Proposal; Beavon
- 1985; Gail Claims Report;
- Tanquery JV - Russel Lake 1988 Year End Report
- Slemen Lake Miscellaneous Geology
- 1998; SP Claims Survey/Lease;
- 1986; Highwood and Aber Agreement;
- 1989; SP Land Document Record
- Claims Transfer and Royalty Interest Rio Algom; Aber
- Bugow and SP Property Summary; Aber Resources
- 1996; Beavon Report
- 1986-1988; Report on Prospecting
- 1993; Review of Existing Information on the Pharoah Claims; Aber Resources
- 1985; Year End Report Aber-Tanquarary JV
- 1988; Report on Geophysical Surveying, Russell Lake

**BOX E**

- 1987; Report on Geophysics surveys on SP Grid (Covello, Bryan)
- 1987; Interim Report on Exploration and Drill results (1986-1987), Beavon Consulting - includes maps and assays
- 1987; Report on SP property on 1986-1987 work (Beavon) - assay certificates and maps (drilling and mapping); 120 line-km's of Mag+EM; 40 line-km's of geological reconnaissance; 3.6 line-km's of detailed geological mapping; 200 grab samples; 2940m of diamond drilling (40 DDH's: SP86-01 to SP86-05, SP87-06 to SP87-40)
- 1987; Report on SP Property on 1986-1987 work (Beavon) - revisions; includes DDH logs and some assay certificates and maps (duplicate of report only)
- 1988; Aber drilling Map - Geology with DDH's
- 1989; Exploration Program - Geological, Geochemical, Geophysical, DDH; Structural, petrographic, geophysical reports, assays, DDH logs, Maps; 293 grab samples, 311 channel samples from Main/South/O zones; ~40 line-km's HLEM; 10 DDH's (1701m), 549 split core samples processed (best from DDH 89-42 17.94 g/t over 4.05m)

**BOX F**

- 1986 DDH logs (SP86-01 to SP86-05, SP87-06 to SP87-40)
- Snare River Map photocopy
- 1987; Assay certificates
- 1987; DDH logs (SP87-21 to SP87-40) HANDWRITTEN
- 1987; DDH Assay results HANDWRITTEN
- 1987; Summary Report of Russell Lake Field Work (D.Bunner); hand-drawn grab sample maps and assay certificates
- 1986+1987; DDH Cross-section maps (SP86-01 to SP86-05, SP87-06 to SP87-40)
- 1987; Maps - Geologic mapping, Geophysics, Interp.
- 1987; Report on the SP Property (Beavon); original text typed

- 1988; Report on Geophysical Surveying (Covello, Bryan); printed and hand-drawn geophysics maps

**BOX G**

- 1986-1987; DDH logs 10-46; Aber Resources
- 1987; Summary Report on the SP grid; Aber Resources
- 1987; Report on Ground Geophysical Surveys; Freeport-Mcmoran Gold Company
- 1988; Report on the SP Property; Aber Resources
- Proposal for Renewed Exploration of the Bugow Gold Property; Beavon Consulting Limited
- 1987; DDG logs SP87-21 to SP87-40
- 1990; Bugow Property 1990 Diamond Drill Program; CBA
- 1987; Exploration of Bugow Property; Aber Resources

**BOX H**

- 1993; Airborne Aerodat Survey Maps (areas A -> D) - (Interp, Resitivity, Flight Path, Base Map, TF Mag, VLF-EM, MVG)
- 1993; Aerodat Mylar maps colour copies and contoured black/white copies (Interp, Resistivity, Flight Path, Base Map, TF Mag, VLF-EM, MVG)
- Russell Lake Paper Maps (Geology, claims, topo)

**BOX I**

- 1953; Geophysical Maps
- 1987+1988; Mylar: Geology and Drill Plan (1987), 1988 Drilling Longitudinal Section
- 1988; Russell Lake Claims CON, TIM, GEN, CY, FIL Prospecting and Sampling on mylar maps
- Continecy Air Photos
- Mylar drill-sections: 87-45, 57; 86-30,37,42; 86-20, 21; 87-38,39
- Mylar topo, geology, geophysics maps 85 O/5
- Mylar drill-sections: 46-26; 86-33,34;87-53; 87-60; 46-10; 87-44,45,55; 87-51,52; 87-40,41,59; 86-10,11,27; 87-58; 86-18,31; 87-46; DDH and trenches plan; Longitudinal Projection
- Mylar 1987 Diamond Drill Plan
- Miscellaneous Hand Drawn Geophysics Maps
- 1988; Mylar - Bugow drilling, DDH's: 11; 87-56; 88-67,66,65,64,63,62,61; 87-49; 86-32; 87-43,41,40; 86-13,22,26,10,11,27,24,12,19,29,14,15,23,16,17,25,18,31; 46-10; 87-44,45; 46-25; 87-33,34; 87-36
- Mylar geology, geophysics compilation maps
- 1993; Russell Lake/ Bugow Airborne surveys (Paper copies): Interp, Flight Plan, Total Field magnetics, Apparent Resistivity, Measured Vertical Gradient, Base map.

**BOX J**

- Russell Lake Related Maps: Topo, Geology, Claims
- Bugow property magnetometer survey maps

- 1984; Geology Maps of Cabin and Andrew lake
- 1985; Mosher Lake Drill Plan, Assay Plan, Cross section