

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made effective as of November 22, 2019,

AMONG:

OWL CAPITAL CORP., a company incorporated under the laws of British Columbia and having an office at Suite 880, 580 Hornby Street, Vancouver, British Columbia, V6C 4B6

(“Owl”)

AND:

DEMERARA GOLD CORP., a company incorporated under the laws of the Province of British Columbia and having a registered office at Suite 2500, Park Place, 666 Burrard Street, Vancouver, British Columbia V6C 2X8

(“Demerara”)

AND:

EROS RESOURCES CORP., a company incorporated under the laws of the Province of British Columbia and having an office at Suite 420, 789 West Pender Street, Vancouver, British Columbia V6C 1H2

(“Eros”)

AND:

BELL MOUNTAIN EXPLORATION CORP., a company incorporated under the laws of Nevada and having an office at Suite 420, 789 West Pender Street, Vancouver, British Columbia V6C 1H2

(“Bell”)

WHEREAS:

- A. Owl is a Capital Pool Company whose common shares are listed on the TSX Venture Exchange;
- B. Demerara owns interests in the Eastgate Property in Nevada and the Oro Cruz property in California;
- C. Eros and its wholly owned subsidiary Bell also own interests in the Eastgate Gold property and the Oro Cruz property;
- D. Eros owns securities of Bullfrog Gold Corp.;
- E. Owl wishes to purchase from each of Demerara and Eros all of their respective interests in and to the Eastgate Property and the Oro Cruz Property, and in addition wishes to purchase from Eros all of Eros’ interest in certain securities of Bullfrog Gold Corp. all in exchange for common shares of Owl, upon and subject to the terms and conditions set forth in this Agreement; and

F. Owl intends the transaction to constitute a “Qualifying Transaction” pursuant to the TSX Venture Exchange’s Policy 2.4 – *Capital Pool Companies*.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements herein contained, the parties hereto do covenant and agree each with the other as follows:

1. **INTERPRETATION**

1.1 **Defined terms** – The following terms have the following meanings in this Agreement:

- (a) **"Acquisition"** means the acquisition of the Assets, upon and subject to the terms and conditions of this Agreement;
- (b) **"Applicable Laws"** means all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any Governmental Authority or stock exchange having jurisdiction over the transactions contemplated hereby or the parties to this Agreement;
- (c) **"Assets"** means all of Demerara’s and Eros’ respective interests in the Eastgate Property and the Oro Cruz Property, and all of Eros’ interest in the Bullfrog Securities;
- (d) **"Bullfrog"** means Bullfrog Gold Corp.;
- (e) **"Bullfrog Securities"** means 8,750,000 shares and 7,750,000 share purchase warrants of Bullfrog, comprising 6,750,000 warrants entitling the holder to purchase 6,750,000 common shares at a price of US\$0.15 per share on or before May 23, 2020, and 1,000,000 warrants entitling the holder to purchase 500,000 common shares at a price of US\$0.10 per share on or before February 11, 2021;
- (f) **"Business Day"** means any day except Saturday, Sunday or a statutory holiday in Vancouver, British Columbia, Canada;
- (g) **"Closing"** means the completion of the Acquisition on the Closing Date pursuant to the terms and conditions contained in this Agreement;
- (h) **"Closing Date"** means the date of Closing as mutually agreed to by the parties, or such other date on or before the Drop Dead Date upon which Owl, Demerara and Eros may mutually agree;
- (i) **"BCABC"** means the *Business Corporations Act* (British Columbia);
- (j) **"Demerara Properties"** means an undivided 40% beneficial interest in the Eastgate Property and the exclusive right to acquire up to an undivided 37.5% beneficial interest in the Oro Cruz Property;
- (k) **"Drop Dead Date"** means March 2, 2020 or such later date upon which Owl, Demerara and Eros may mutually agree;
- (l) **"Eastgate Property"** means those mining tenures in Churchill County, Nevada, more particularly set out in Schedule “A” attached hereto;
- (m) **"Effective Date"** means the date of this Agreement;
- (n) **"Environmental Laws"** means all Applicable Laws currently in effect relating to pollution or protection of the environment, health, safety or natural resources, including,

without limitation, the use, consumption, handling, transportation, storage or Release of Hazardous Substances;

- (o) "**Environmental Order**" means any prosecution, order, decision, notice, direction, report, recommendation or request issued, rendered or made by any Governmental Authority in connection with Environmental Laws;
- (p) "**Eros Properties**" means an undivided 45% beneficial interest in the Eastgate Property and the exclusive right to acquire up to an undivided 37.5% beneficial interest in the Oro Cruz Property;
- (q) "**Escrow Agreement**" means the escrow agreement required, if at all, by National Policy 5.4 of the Canadian Securities Administrators;
- (r) "**Financing**" means the private placement offering and sale of Financing Shares to raise gross proceeds of up to \$2,500,000 or such other amount as required to satisfy the initial listing requirements of the TSXV for a Tier 2 Mining Company at a purchase price of not less than \$0.30 per Financing Share or such other price as may be agreed by Owl, Demerara and Eros, where the proceeds, if received in advance of completion of the Financing and the Acquisition, are held by Owl in escrow pending completion of the Acquisition and released on terms mutually agreeable to Demerara, Eros and Owl;
- (s) "**Financing Shares**" means the Owl Shares to be offered and sold under the Financing;
- (t) "**Governmental Authority**" means any government or governmental, administrative, regulatory or judicial body, department, commission, authority, tribunal, agency or entity;
- (u) "**Hazardous Substance**" means any substance, combination of substances or by-product of any substance which is or may become hazardous, toxic, injurious or dangerous to any person, property, air, land, water, flora, fauna or wildlife; and includes but is not limited to contaminants, pollutants, wastes and dangerous, toxic, deleterious or designated substances as defined in or pursuant to any Environmental Laws or Environmental Orders;
- (v) "**Intellectual Property**" means (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions, invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics and documentation relating to any of the foregoing; (iii) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade-mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (iv) computer software and programs; and (v) any other intellectual property;
- (w) "**Name Change**" means the change of name of Owl to Southern Empire Resource Corp. or such other name as may be agreed upon by Owl, Demerara and Eros;
- (x) "**Oro Cruz Property**" means those mineral tenures in Imperial County, California, more particularly set out in Schedule "B" attached hereto;
- (y) "**Owl Financial Statements**" means collectively the audited financial statements of Owl for the year ended October 31, 2018, the interim financial statements for the fiscal quarters ended July 31, 2019 and July 31, 2018, as disclosed in the Public Record;

- (z) "**Owl Shares**" means the common shares in the capital of Owl;
- (aa) "**Parties**" means each of Owl, Demerara, Eros and Bell and "**Party**" means each one of them, as applicable;
- (bb) "**Person**" means a natural person, partnership, limited partnership, limited liability partnership, corporation, limited liability corporation, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Authority;
- (cc) "**Public Record**" means all information and documents publicly filed by or on behalf of Owl since January 15, 2018 with securities regulatory authorities in Canada, and appearing under Owl's profile page on SEDAR at www.sedar.com.
- (dd) "**Qualified Property**" means the Oro Cruz Property, as described in Schedule "B" attached hereto;
- (ee) "**Regulatory Approvals**" means all third party approvals required to be obtained prior to Closing for all of the transactions contemplated herein, including without limitation all required approvals of the TSXV;
- (ff) "**Release**" includes abandon, add, deposit, discharge, disperse, dispose, dump, emit, empty, escape, leach, leak, migrate, pour, pump, release or spill;
- (gg) "**Securities Acts**" means the British Columbia *Securities Act*, the Alberta *Securities Act*, the Quebec *Securities Act* and the Ontario *Securities Act*, as amended from time to time;
- (hh) "**Security Interest**" includes a mortgage, debenture, charge, encumbrance, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off;
- (ii) "**Sponsor**" means any sponsor or broker (as such terms are used in the TSXV Corporate Finance Manual) engaged by Owl in order to satisfy the requirements of TSXV in respect of the Acquisition, if required;
- (jj) "**Technical Report**" means an independent technical report in Form 43-101F1 respecting the Oro Cruz Property in a form acceptable to Owl, the TSXV and the Sponsor;
- (kk) "**Term Sheet**" means the executed term sheet between the parties dated April 10, 2019;
- (ll) "**Time of Closing**" means 10:00 a.m. (Vancouver time) on the Closing Date, or such other time as Owl, Demerara and Eros may agree;
- (mm) "**Title Opinion**" means an opinion of counsel, addressed to Owl and such other Persons as Owl may reasonably require, as to the ownership of the Oro Cruz Property, and as to such other matters as may be required by Owl, the Sponsor if required, or their respective counsel, acting reasonably;
- (nn) "**TSXV**" means the TSX Venture Exchange;

- (oo) **"Underlying Agreements"** means collectively:
- (i) With respect to the Eastgate Property:
 - A. A Joint Operating Agreement to be entered into by Owl and Kermod Resources Ltd.;
 - (ii) With respect to the Oro Cruz Property:
 - A. Letter agreement dated May 1, 2018 among Lincoln Mining Corporation, Lincoln Gold US Corp. and ADGIS, Inc. with respect to the Hercules Claims;
 - B. Option and Joint Venture Agreement (the "**Lincoln Option Agreement**") dated October 1, 2019, among Bell, Demerara, Lincoln Mining Corporation and Lincoln Gold US Corp. with respect to the Hercules Claims and other tenures held adjacent thereto;
- (pp) **"United States"** means the United States of America, its territories and possessions, any state of the United States; and
- (qq) **"U.S. Person"** has the meaning set forth in Rule 902 of Regulation S under the United States *Securities Act of 1933*, as amended.

1.2 **Schedules** – The following schedules attached hereto constitute a part of this Agreement:

- Schedule "A" – Eastgate Property;
- Schedule "B" – Oro Cruz Property;

1.3 **Headings** – The headings in this Agreement are for reference only and do not constitute terms of the Agreement.

1.4 **Interpretation** – Unless the context of this Agreement otherwise requires, to the extent necessary so that each clause will be given the most reasonable interpretation, the singular number will include the plural and vice versa, the verb will be construed as agreeing with the word so substituted, words importing the masculine gender will include the feminine and neuter genders, words importing persons will include firms and corporations and words importing firms and corporations will include individuals.

1.5 **Currency** – Unless otherwise stated, all references to money in this Agreement shall be deemed to be references to the currency of Canada.

1.6 **Knowledge** – Whenever in this Agreement a representation and warranty is qualified by the statement "to the best knowledge" of a Party or any similar statement, that statement shall mean to the best knowledge of the Party's directors and officers after having made due and reasonable enquiries and investigations.

2. **PURCHASE AND SALE**

2.1 **Agreement** – Subject to the terms and conditions of this Agreement, on the Closing Date:

- (a) Demerara hereby agrees to sell, assign and transfer an undivided 40% beneficial interest in the Eastgate Property to Owl in consideration for 2,579,000 Owl Shares;

- (b) Demerara hereby agrees to sell, assign and transfer its entire right, title and interests in and to the Lincoln Option Agreement, including the exclusive right to acquire up to an undivided 37.5% beneficial interest in the Oro Cruz Property to Owl in consideration for 8,545,000 Owl Shares;
- (c) Bell hereby agrees to sell, assign and transfer an undivided 45% beneficial interest in the Eastgate Property to Owl in consideration for 2,901,275 Owl Shares;
- (d) Eros hereby agrees to sell, assign and transfer its entire right, title and interests in and to the Lincoln Option Agreement, including the exclusive right to acquire up to an undivided 37.5% beneficial interest in the Oro Cruz Property to Owl in consideration for 8,545,000 Owl Shares; and
- (e) Eros hereby agrees to sell, assign and transfer the Bullfrog Securities to Owl in consideration for 2,856,665 Owl Shares.

2.2 **Acknowledgements** – Each of Demerara and Eros hereby acknowledges and agrees with Owl as follows:

- (a) the transfer of the Bullfrog Securities and the issuance of Owl Shares will be made pursuant to applicable exemptions (the "**Exemptions**") from the formal takeover bid and registration and prospectus (or equivalent) requirements of the Applicable Laws;
- (b) as a consequence of acquiring Owl Shares pursuant to the Exemptions:
 - (i) each of Demerara and Eros is restricted from using certain of the civil remedies available under the Applicable Laws;
 - (ii) each of Demerara and Eros may not receive information that might otherwise be required to be provided to them, and Owl is relieved from certain obligations that would otherwise apply under the Securities Acts if the Exemptions were not being relied upon by Owl;
 - (iii) there is no government or other insurance covering Owl Shares;
 - (iv) there are risks associated with the acquisition of Owl Shares;
 - (v) there are restrictions on the ability of Demerara and Eros to resell Owl Shares, and it is the responsibility of Demerara and Eros to find out what those restrictions are and to comply with them before selling any Owl Shares; and
 - (vi) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in Owl Shares;
- (c) each of Demerara and Eros is knowledgeable of, or has been independently advised as to, the Applicable Laws of its resident jurisdiction which apply to the issuance of Owl Shares and which may impose restrictions on the resale of such Owl Shares in that jurisdiction and it is the responsibility of each of Demerara and Eros to find out what those trade restrictions are, and to comply with such restrictions before selling its Owl Shares;
- (d) Each of Demerara and Eros also acknowledges that the certificates for Owl Shares may bear a legend or legends respecting restrictions on transfers as required under Applicable Laws and that each of Demerara and Eros has been advised to consult its own legal

advisor with respect to applicable resale restrictions and that it is solely responsible for complying with such restrictions;

- (e) without in any way limiting the generality of the foregoing, each of Demerara and Eros acknowledges that National Instrument 45-102 Resale of Securities of the Canadian Securities Administrators ("**NI 45-102**") provides that each of Demerara and Eros must hold and may not sell, transfer or in any manner dispose of Owl Shares in Canada, unless the following conditions are satisfied or unless another exemption from applicable Canadian securities laws is satisfied:
- (i) Owl is and has been a reporting issuer in a jurisdiction of Canada for the four months immediately preceding the sale;
 - (ii) the trade is not a "control distribution" (as defined in NI 45-102);
 - (iii) no unusual effort is made to prepare the market or to create a demand for the security that is the subject of the sale;
 - (iv) no extraordinary commission or consideration is paid to a Person or company in respect of the sale; and
 - (v) if the selling securityholder is an insider or officer of Owl, the selling securityholder has no reasonable grounds to believe that Owl is in default of Canadian securities legislation.

2.3 Assumption of Underlying Agreements. Concurrently with the purchase and sale of the Assets pursuant to section 2.1, Demerara and Eros hereby agree to transfer and assign to Owl and Owl agrees to assume and pay, discharge and be bound by the Underlying Agreements, and in particular will execute and deliver the covenants required under Section 12 of the Lincoln Option Agreement. At the Closing, the applicable Parties will complete and execute a form of assignment and assumption agreement respecting the Underlying Agreements.

2.4 GST/HST. The consideration received by Demerara and Eros does not include any applicable GST/HST. If GST/HST is applicable, Owl (being a GST/HST registrant) will in accordance with the *Excise Tax Act* (Canada) account directly to the Receiver General Canada for the GST/HST payable upon the transfer of the Assets to Owl. Owl's GST/HST registration number is 79242 3287 RT0001. Owl shall indemnify and save harmless Demerara and Eros for and with respect to any GST/HST exigible for and with respect to this transaction.

3. CHANGE IN DIRECTORS AND OFFICERS OF OWL

3.1 New Directors and Officers

- (a) Effective as of the Closing, the directors and officers of Owl will consist of:
- | | |
|-------------------|---|
| Ronald Netolitzky | Chairman and Director |
| Dale Wallster | Chief Executive Officer, President and Director |
| James Hutton | Director |
| James Currie | Director |
| Andrew Davidson | Chief Financial Officer and Secretary |
| David Tupper | Vice-President, Exploration |

- (b) If any of the proposed directors and officers of Owl set out above is not acceptable to the TSXV, the directors of Owl shall nominate such other person as may be acceptable to the TSXV.

3.2 **PIFs** – Each of Demerara and Eros shall cause Messrs. Wallster, Currie and Netolitzky respectively to complete online as soon as practicable after the Effective Date a TSXV Form 2A – *Personal Information Form* or, if applicable and if permitted by the TSXV, a TSXV Form 2C1.

3.3 **Resignations** – At the Closing, Owl shall deliver resignations of those directors and officers of Owl who are either not continuing with Owl or are continuing in a different capacity or role, such resignations to include waivers in respect of any liabilities of Owl to them in a form acceptable to Demerara and Eros, acting reasonably.

4. COVENANTS AND AGREEMENTS

4.1 **Given by Owl** – Owl covenants and agrees with each of Demerara and Eros that Owl will:

- (a) permit representatives of each of Demerara and Eros full access during Owl's business hours to Owl's property, books and records including, without limitation, all of the assets, contracts, financial records and minute books of Owl, so as to permit such investigation of Owl as each of Demerara and Eros deem reasonably necessary;
- (b) from and including the Effective Date through to and including the Time of Closing, do all such acts and things necessary to ensure that all of the representations and warranties of Owl contained in this Agreement remain true and correct in all material respects and not do any such act or thing that would render any representation or warranty of Owl untrue or incorrect in any material respect;
- (c) use its reasonable commercial efforts to obtain all necessary shareholder and Regulatory Approvals as may be required for the performance of Owl of its obligations under this Agreement prior to the Closing, including approval of the TSXV of the Acquisition and the listing of the Owl Shares on Tier 2 of the TSXV;
- (d) if required by the TSXV, retain a Sponsor to provide a sponsorship report to the TSXV in respect of the Acquisition at its sole cost and expense;
- (e) if required by the TSXV, retain a valuator to provide a valuation of any of the Assets at its sole cost and expense;
- (f) finance the preparation of the Title Opinion;
- (g) finance the preparation of the Technical Report;
- (h) complete the Name Change on Closing;
- (i) from and including the Effective Date through to and including the Time of Closing, except as set out in this Agreement, not issue or reach any agreement or understanding with any other party to issue any securities without the prior written consent of each of Demerara and Eros;
- (j) prior to Closing, it will expend its working capital towards its normal ongoing costs as a public company and towards the payment of all of its costs and fees incurred in connection with the Acquisition and the other transactions contemplated by this Agreement;

- (k) comply with the terms of this Agreement and faithfully and expeditiously seek to close the Acquisition and related transactions by the Closing Date, or such other date prior to the Drop Dead Date as may be requested by Demerara and Eros, acting reasonably; and
- (l) finalize and file on SEDAR the Owl Financial Statements, in the form provided to Demerara and Eros other than the addition of a subsequent event to address this Agreement.

4.2 **Given by Demerara** – Demerara covenants and agrees with Owl that Demerara will:

- (a) permit representatives of Owl, at their own cost, full access during Demerara's business hours to its books, records and property including, without limitation, all of the assets, contracts, financial records and minute books of Demerara, so as to permit Owl to make such investigation of Demerara as Owl deems necessary;
- (b) from and including the Effective Date through to and including the Time of Closing, do all such acts and things reasonably necessary to ensure that all of the representations and warranties of Demerara contained in this Agreement remain true and correct in all material respects and not do any such act or thing that would render any representation or warranty untrue or incorrect in any material respect;
- (c) use its reasonable commercial efforts to obtain all necessary shareholder and Regulatory Approvals as may be required for the performance of Demerara of its obligations under this Agreement;
- (d) facilitate the preparation of the Technical Report and the Title Opinion, and cooperate with Owl and its agents and representatives in this regard;
- (e) assist Owl with obtaining all Regulatory Approvals by providing Owl with such information and documents as Owl may reasonably request;
- (f) if sponsorship is required by the TSXV, cooperate with the Sponsor in respect of its work to complete a sponsorship report acceptable to the TSXV;
- (g) if a valuation is required by the TSXV, cooperate with any valuator retained by Owl to value the Eastgate Property or the Oro Cruz Property;
- (h) from and including the Effective Date through to and including the Time of Closing, maintain the Underlying Agreement in good standing; and
- (i) comply with the terms of this Agreement and faithfully and expeditiously seek to close the Acquisition and related transactions by the Closing Date, or such other date prior to the Drop Dead Date as may be requested by Owl, acting reasonably;

4.3 **Given by Eros** – Eros covenants and agrees with Owl that Eros will:

- (a) permit representatives of Owl, at their own cost, full access during Eros's business hours to its books, records and property including, without limitation, all of the assets, contracts, financial records and minute books of Eros, so as to permit Owl to make such investigation of Eros as Owl deems necessary;
- (b) from and including the Effective Date through to and including the Time of Closing, do all such acts and things reasonably necessary to ensure that all of the representations and warranties of Eros contained in this Agreement remain true and correct in all material

respects and not do any such act or thing that would render any representation or warranty untrue or incorrect in any material respect;

- (c) use its reasonable commercial efforts to obtain all necessary shareholder and Regulatory Approvals as may be required for the performance of Eros of its obligations under this Agreement;
- (d) facilitate the preparation of the Technical Report and the Title Opinion, and cooperate with Owl and its agents and representatives in this regard;
- (e) assist Owl with obtaining all Regulatory Approvals by providing Owl with such information and documents as Owl may reasonably request;
- (f) if sponsorship is required by the TSXV, cooperate with the Sponsor in respect of its work to complete a sponsorship report acceptable to the TSXV;
- (g) if a valuation is required by the TSXV, cooperate with any valuator retained by Owl to value the Eastgate Property, the Oro Cruz Property or the Bullfrog Securities;
- (h) from and including the Effective Date through to and including the Time of Closing, maintain the Underlying Agreement in good standing; and
- (i) comply with the terms of this Agreement and faithfully and expeditiously seek to close the Acquisition and related transactions by the Closing Date, or such other date prior to the Drop Dead Date as may be requested by Owl, acting reasonably;

5. PRIVATE PLACEMENT

Owl, shall use its commercially reasonable best efforts to complete the Financing concurrently with the completion of the Acquisition. Owl may pay a cash commission or finder's fee of not more than 8% of the proceeds raised in connection with the Financing to outside brokerage houses that have been formally engaged to contact prospective investors, unless Owl, Demerara and Eros agree otherwise.

6. SPONSORSHIP COST

Owl shall be responsible for the fees and costs relating to the sponsorship by a member firm of the TSXV in relation to the Acquisition, if sponsorship is required by the TSXV.

7. CONDITIONS PRECEDENT

7.1 **In favour of all parties** – The obligations of the Parties under this Agreement are subject to the fulfillment of the following conditions at or prior to the Closing:

- (a) Owl being in a position to close, and Owl closing, the Financing concurrently with the Closing;
- (b) receipt of all Regulatory Approvals and consents from third parties and shareholders that are necessary to complete the Acquisition, including without limitation, the consent of the TSXV to the Acquisition on the terms set out herein and the listing of the Owl Shares on Tier 2 of the TSXV;
- (c) Owl entering into employment or consulting agreements with the Chief Executive Officer and Chief Financial Officer named in section 3.1(a) on terms mutually acceptable to the parties thereto;

- (d) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement, including, without limitation, the Acquisition, the Financing, and the Name Change.

7.2 **In favour of Owl** – Owl's obligations under this Agreement are subject to the fulfilment of the following conditions at or prior to the Closing:

- (a) each of Demerara and Eros shall have complied in all material respects with all of their respective covenants and agreements contained in this Agreement;
- (b) the representations and warranties contained in this Agreement of each of Demerara and Eros shall be true in all material respects as if such representations and warranties had been made by each of Demerara and Eros as of the Time of Closing (with modifications necessary to reflect the transactions contemplated by this Agreement);
- (c) Owl having received the Technical Report;
- (d) Owl having received evidence of all expenditures incurred and payments made in relation to the Qualified Property, as may be required to demonstrate the satisfaction of the minimum listing requirements of the TSXV;
- (e) all documents necessary to complete the transfer of legal and beneficial ownership of all Bullfrog Securities shall have been delivered at the Closing;
- (f) If required by the TSXV, Owl having received the Title Opinion;
- (g) If required by the TSXV, Owl having received a favourable fairness opinion in respect of the Acquisition, in a form satisfactory to Owl.

The conditions precedent set forth above are for the exclusive benefit of Owl and may be waived by it in whole or in part on or before the Time of Closing.

7.3 **In favour of Demerara and Eros** – The obligations of Demerara and Eros under this Agreement are subject to the fulfilment of the following conditions:

- (a) Owl shall have complied in all material respects with all of its covenants and agreements contained in this Agreement;
- (b) the representations and warranties of Owl contained in this Agreement shall be true in all material respects as if such representations and warranties had been made by Owl as of the Time of Closing (with modifications necessary to reflect the transactions contemplated by this Agreement);
- (c) the directors and officers named in Section 3.1 being appointed as the directors and officers of Owl, subject to approval of such directors and officers by the TSXV;
- (d) all documents necessary to complete the issuance of all Owl Shares shall have been delivered at the Closing;
- (e) the absence of any material adverse change in the business, financial condition, prospects, assets or operations of Owl since July 31, 2019;
- (f) Owl having completed the Name Change as agreed by Owl, Demerara and Eros prior to the Time of Closing;

- (g) at the Closing, Owl shall have delivered the resignations of directors and officers of Owl as contemplated herein and such other documentation necessary to appoint, as applicable, Demerara's and Eros' proposed nominees to the board of directors of Owl pursuant to Section 3.1; and
- (h) Eros shall have received all requisite Regulatory Approvals.

The conditions precedent set forth above are for the exclusive benefit of Demerara and Eros and may be waived by Demerara and Eros in whole or in part on or before the Time of Closing.

8. REPRESENTATIONS AND WARRANTIES

8.1 **Concerning Owl** – In order to induce Demerara and Eros to enter into this Agreement and complete their respective obligations hereunder, Owl represents and warrants to and covenants with each of Demerara and Eros as follows:

- (a) **Incorporation and Qualification** – Owl is a corporation incorporated and existing under the laws of British Columbia and has the corporate power to own and operate its property, carry on its business and enter into and perform its obligations under this Agreement. This Agreement constitutes a legal, valid and binding agreement of Owl and is enforceable against Owl in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors and the general principles of equity.
- (b) **Reporting Issuer** – Owl is a "reporting issuer" in British Columbia and Alberta, as that term is defined in the Securities Acts, and is not in default of any requirement of the Securities Acts. The common shares of Owl are listed on the TSXV as a Capital Pool Company as defined in Policy 2.4 of the TSXV. No order, agreement or memorandum of understanding that contemplates ceasing or suspending trading in the Owl Shares or any other securities of Owl is outstanding or in effect and no proceedings or agreement for this purpose have been instituted or, to the knowledge of Owl, are pending, contemplated or threatened. To the best of Owl's knowledge, all documents or information included in the Public Record were, as of their respective dates, in compliance in all material respects with Applicable Laws and did not, as of their respective dates, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.
- (c) **Distribution** – Owl is a company in substantial compliance with Policy 2.4 *Capital Pool Companies*, of the TSXV.
- (d) **Corporate Authority** – The execution, delivery and performance by Owl of this Agreement and the completion of the transactions contemplated hereunder, have been duly authorized by all necessary corporate action on the part of Owl, subject to receipt of any necessary shareholder approvals.
- (e) **No Conflict** – The execution and delivery of this Agreement by Owl and the performance by Owl of its obligations under this Agreement will not:
 - (i) conflict with, or result in the breach or the acceleration of any indebtedness under, or constitute default under the constating documents of Owl, or any indenture, mortgage, agreement, lease, licence or other instrument of any kind whatsoever to which Owl is a party or by which it is bound, or any judgment or

order of any kind whatsoever of any court or administrative body of any kind whatsoever by which Owl is bound; or

- (ii) result in the violation of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever by Owl.
- (f) **Required Approvals** – Other than all necessary approvals by the TSXV in connection with the Acquisition and the other transactions contemplated by this Agreement, there is no requirement to obtain any Regulatory Approval as a condition to the lawful completion by Owl of the transactions contemplated by this Agreement.
- (g) **Corporate Records** – The corporate records, including all constating documents, minutes of meetings and resolutions of shareholders, directors and any committees, the share certificates, securities registers and register of directors of Owl are complete and accurate and all corporate proceedings and actions reflected in such corporate records have been conducted or taken in compliance with all Applicable Laws and with the constating documents of Owl. Owl's constating documents are in the form contained in its minute book and no modifications or alterations have been proposed or approved by its shareholders. Owl has never been subject to, or affected by, any unanimous shareholders agreement.
- (h) **Authorized and Issued Capital** – Owl is authorized to issue an unlimited number of common shares, of which 6,228,001 common shares are validly issued and outstanding as fully paid and non-assessable shares as of the date of this Agreement, and an unlimited number of preferred shares of which none is outstanding. An additional 192,000 common shares are subject to issuance pursuant to 192,000 share purchase warrants which entitle the holder to purchase such shares at \$0.10 per share until May 18, 2020. Upon their issuance, the Owl Shares to be issued in exchange for the Assets will be validly issued and outstanding as fully paid and non-assessable common shares of Owl, free and clear of all liens, charges or encumbrances of any kind whatsoever, and, respecting the Owl Shares issued to Demerara, assuming the accuracy of the representations and warranties of Demerara set forth in Section 8.2, and, respecting the Owl Shares issued to Eros, assuming the accuracy of the representations and warranties of Eros in Section 8.3, the issuance of such Owl Shares in exchange for the Assets by Owl under this Agreement is exempt from prospectus requirements under the Securities Acts and all other applicable Canadian securities laws.
- (i) **No Other Agreements to Purchase** – There are no options, agreements, rights of first refusal or other rights capable of becoming such to acquire common shares of Owl, nor are there any outstanding securities of any kind whatsoever calling for the issuance of any of the unissued shares of Owl, other than under this Agreement (including the securities of Owl issuable pursuant to the Acquisition and the Financing, including the finder's fees payable in connection with such transactions).
- (j) **Compliance with Laws** – Owl is conducting its business in compliance in all material respects with all Applicable Laws of British Columbia.
- (k) **Financial Condition**
 - (i) The Owl Financial Statements are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of Owl for the periods reported upon and the Owl Financial Statements have been prepared in accordance with International Financial Reporting Standards.

- (ii) The books and records of Owl disclose all material financial transactions of Owl, and such transactions have been fairly and accurately recorded.
- (iii) There are no material liabilities of Owl, whether direct, indirect, absolute, contingent or otherwise, which are not disclosed or reflected in the Owl Financial Statements except for those incurred in the ordinary course of business of Owl since July 31, 2019, and such liabilities are recorded in the books and records of Owl which have been provided to Demerara and Eros.
- (iv) Owl has not granted any general security over its assets or security in any particular asset.
- (v) Since July 31, 2019, there has not been any material adverse change of any kind whatsoever to the financial position or condition of Owl or any damage, loss or other change of any kind whatsoever in circumstances materially affecting the business or assets of Owl or the right or capacity of Owl to carry on its business.
- (vi) Owl has not discharged, satisfied or paid any lien, charge or encumbrance of any kind whatsoever or obligation or liability of any kind whatsoever other than current liabilities in the ordinary course of its business.
- (vii) Owl is not indebted to any of its shareholders, directors or officers. None of Owl's shareholders or any director, officer or consultant of Owl is indebted or under obligation to Owl on any account whatsoever.
- (viii) Owl has not guaranteed or agreed to guarantee any debt, liability or other obligation of any kind whatsoever of any Person.
- (ix) As at September 30, 2019 Owl had approximately \$200,000 in working capital. At the Closing, Owl will have no liabilities, other than accruals in connection with the transactions contemplated by this Agreement and normal ongoing costs of a public company listed on the TSXV.

(l) **Taxes**

- (i) All tax returns and reports of Owl required by law to have been filed have been filed and are substantially true, complete and correct and all taxes and other government charges of any kind whatsoever have been paid.
- (ii) Adequate provision has been made for taxes payable by Owl for the current period for which tax returns are not yet required to be filed and there are no agreements, waivers or other arrangements of any kind whatsoever providing for an extension of time with respect to the filing of any tax return by, or payment of, any tax or governmental charge of any kind whatsoever by Owl.
- (iii) Owl is not aware of any contingent tax liabilities of Owl of any kind whatsoever or any grounds which would prompt a reassessment of Owl.
- (iv) Owl has made all collections, deductions, remittances and payments of any kind whatsoever and filed all reports and returns required by it to be made or filed under the provisions of all applicable statutes requiring the making of collections, deductions, remittances or payments of any kind whatsoever in those jurisdictions in which it carries on business.

- (m) **Litigation** – There are no outstanding actions, suits, judgments, investigations or proceedings of any kind whatsoever against or affecting Owl, at law or in equity or before or by any Governmental Authority or other governmental department, commission, board, bureau or agency of any kind whatsoever nor are there, to the best of its knowledge, any pending or threatened.
- (n) **No Collective Bargaining** – Owl is not now, and has never been, a party to any collective agreement with any labour union or other association of employees of any kind whatsoever.
- (o) **No Employment Agreements** - Owl is not party to or bound by any written contracts in respect of any employee, former employee or consultants.
- (p) **No Employee Plans** – Owl does not maintain, sponsor or fund any employee benefit, supplemental unemployment benefit, bonus, incentive, profit sharing, termination, change of control, pension, health, welfare, life insurance or similar plan.
- (q) **No Breach of Laws** – To the best of its knowledge, Owl is not in breach of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever.
- (r) **Material Contracts** – Copies of all of the material contracts of Owl have been provided to Demerara and Eros. Owl has performed all of the obligations required to be performed by it and is entitled to all benefits under its material contracts. Owl is not in default of any such material contract.
- (s) **Insurance** – Copies of Owl's insurance policies, if any, have been provided to Demerara and Eros. Owl is not in default of any of the material provisions contained in any insurance policies, the payment of any premiums under any insurance policy and has not failed to give any notice or to present any claim under any insurance policy in a due and timely fashion.
- (t) **Subsidiaries** – Owl has no subsidiaries and has never had a subsidiary.
- (u) **U.S. Securities Laws**
 - (i) Owl is not a “U.S. Person” as defined in Regulation S promulgated under the United States Securities Act of 1933 (the “1933 Act”);
 - (ii) Owl is acquiring the Bullfrog Securities for Owl’s own account for investment purposes, with no present intention of dividing its interests with others or reselling otherwise disposing of any or all of the Bullfrog Securities;
 - (iii) Owl acknowledges that the shares to be acquired by Owl are restricted securities and will bear a restrictive legend substantially as follows:

***“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE “SECURITIES ACT”), AND HAVE BEEN ISSUED IN RELIANCE UPON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT PROVIDED BY REGULATION S PROMULGATED UNDER THE SECURITIES ACT. SUCH SECURITIES MAY NOT BE REOFFERED FOR SALE OR RESOLD OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT*”**

UNDER THE SECURITIES ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, AND IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE STATE SECURITIES LAWS. HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.”

(v) **Complete Disclosure**

- (i) To the best of its knowledge, information and belief, all documents and written information delivered by Owl or its representatives under or in connection with this Agreement to Demerara and Eros or their representatives are complete and correct in all material respects as of the date of this Agreement.
- (ii) To the best of its knowledge, information and belief, Owl has not withheld from Demerara or Eros any material information necessary to enable Demerara and Eros to make an informed assessment and valuation of the business, assets and liabilities of Owl.

8.2 **Concerning Demerara** – In order to induce Owl to enter into this Agreement and complete its obligations hereunder, Demerara represents and warrants to and covenants with Owl as follows:

- (a) **Incorporation and Qualification** – Demerara is a corporation incorporated and existing under the BCABC and has the corporate power to own and operate its property, carry on its business and enter into and perform its obligations under this Agreement. This Agreement constitutes a legal, valid and binding agreement of Demerara and is enforceable against Demerara in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors and the general principles of equity.
- (b) **Not Reporting Company** – Demerara is not a reporting company in any jurisdiction and its common shares are not listed or quoted on any stock exchange or trading facility. Demerara is not subject to any regulatory decision or order prohibiting or restricting trading in its shares.
- (c) **No Conflict** – The execution and delivery of this Agreement by Demerara and the performance by Demerara of its obligations under this Agreement will not:
 - (i) conflict with, or result in the breach or the acceleration of, any indebtedness under, or constitute default under the constating documents of Demerara, or any indenture, mortgage, agreement, lease, licence or other instrument of any kind whatsoever to which Demerara is a party, or any judgment or order of any kind whatsoever of any court or administrative body of any kind whatsoever by which Demerara is bound; or
 - (ii) result in the violation of any law, ordinance, statute, regulation, by-law, order or decree of any kind.
- (d) **Required Approvals** – Other than approvals already obtained, there is no requirement to obtain any Regulatory Approval as a condition to the lawful completion by Demerara of the transactions contemplated by this Agreement.

- (e) **Corporate Authority** – The execution, delivery and performance by Demerara of this Agreement and the completion of the transactions contemplated hereunder, have been duly authorized by all necessary corporate action on the part of Demerara.
- (f) **Corporate Records** – The corporate records, including all constating documents, minutes of meetings and resolutions of shareholders, directors and any committees, the share certificates, register of securityholders and register of directors of Demerara are complete and accurate and all corporate proceedings and actions reflected in such corporate records have been conducted or taken in compliance with all Applicable Laws and with the constitution of Demerara. The constating documents of Demerara are in the form contained in its respective minute books and no modifications or alterations have been proposed or approved by its shareholders. Demerara has never been subject to, or affected by, any unanimous shareholders agreement.
- (g) **Licenses and Permits** – To the best of its knowledge, Demerara holds all licenses and permits that are required for carrying on its business in the manner in which such business has been carried on.
- (h) **Compliance with Laws** – To the best of its knowledge, Demerara has conducted and is conducting its business in compliance with all Applicable Laws in the jurisdictions in which such business is carried on.
- (i) **No Unlawful Payments** – To the best of its knowledge, Demerara nor any director, officer, agent, employee or other person associated with or acting on behalf of Demerara has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (iii) violated or is in violation of any provision of applicable foreign corrupt practices legislation, including the *Corruption of Foreign Public Officials Act* (Canada), the *U.S. Foreign Corrupt Practices Act* and the *United Kingdom Bribery Act*, or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.
- (j) **Title to Assets** – Demerara owns (with good title) all of the properties and assets (whether real, personal or mixed and whether tangible or intangible) that it purports to own.
- (k) **No Options to Purchase Assets** – There are no written or oral agreements, options, understandings or commitments, or any right or privilege capable of becoming such for the purchase or other acquisition from Demerara of any of its assets, other than assets which are obsolete or inventory to be sold in the ordinary course.
- (l) **No Breach of Laws** – To the best knowledge of Demerara, Demerara is not in breach of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever.
- (m) **Demerara Property Interests**
 - (i) Schedule "B" sets forth a true, accurate and complete description of the Demerara Properties including a listing of the details of the mineral tenements comprising the Demerara Properties.
 - (ii) Demerara is the legal and beneficial owner of an undivided 40% interest in the Eastgate Property and has the exclusive right to acquire up to an undivided 37.5% interest in the Oro Cruz Property;

- (iii) other than those imposed by the Lincoln Option Agreement, Demerara's interest in the Demerara Properties is free from all Security Interests and Demerara is not a party to any agreement to grant any Security Interest over its interests in the Demerara Properties;
- (iv) To the best of the knowledge of Demerara, the mineral tenements, claims and properties comprising the Demerara Properties have been validly located and are now duly recorded, are valid and in good standing in accordance with Applicable Laws.
- (v) To the best of the knowledge of Demerara, all expenditure obligations and work commitments required to keep the Demerara Properties in good standing have been met.
- (vi) To the best of the knowledge of Demerara, all required filings with Governmental Authorities relating to the Demerara Properties have been made with the applicable Governmental Authority.
- (vii) To the best of the knowledge of Demerara, no person has any right to any interest in the Demerara Properties or rights to any royalty or any minerals in situ or produced from the Demerara Properties, whether such right is exercisable now or in the future or is contingent or otherwise.
- (viii) No option, right of first refusal, farm in or pre-emptive right of any nature has been granted or issued by Demerara in relation to Demerara's interest in the Demerara Properties.
- (ix) To the best of the knowledge of Demerara, all fees, rentals, royalties, rates, taxes, bonds and other payments in respect of the Demerara Properties have been fully paid or satisfied within the time required for payment.
- (x) The Underlying Agreements are in good standing and no party is in default thereunder.
- (xi) There is no judgment, decree, injunction, ruling or order of any court, Governmental Authority, instrumentality or arbitrator and no claim, suit, action, litigation, arbitration or governmental proceeding is in progress, pending or, to the best of the knowledge of Demerara, threatened against, relating to or affecting the Demerara Properties.
- (xii) To the best of the knowledge of Demerara, all activities and operations that have been carried out by or on behalf of Demerara on the Demerara Properties have been in compliance in all material respects with all Applicable Laws and directives of all Governmental Authorities and Demerara has not received notice of non-compliance from any such Governmental Authorities.
- (xiii) Demerara has not entered into any labour contracts, collective bargaining agreements, or any other labour-related obligations and liabilities which may affect the Demerara Properties or any operations conducted thereon.
- (xiv) To the best knowledge of Demerara, all the lands covered by the Demerara Properties are free and clear of any Hazardous Substance and there is no judicial or administrative proceeding pending and no Environmental Order has been issued or, to the best knowledge of Demerara, threatened, concerning the possible

violation of any Environmental Laws or Environmental Orders in respect of the Demerara Properties.

- (xv) To the best knowledge of Demerara, there are no obligations or liabilities of any nature due, outstanding, threatened, prospective, contingent or otherwise, under any applicable Environmental Laws, mining or other law, including reclamation or rehabilitation work, associated or in connection with the Demerara Properties or arising out of past exploration, development and/or mining activities carried out thereon by Demerara or any previous owner.
- (xvi) All environmental approvals required with respect to activities carried out by Demerara on any part of the lands covered by the Demerara Properties have been obtained, are valid and in full force and effect, have been complied with and there have been and, to the best knowledge of Demerara, there are no proceedings commenced or threatened to revoke or amend any such environmental approvals.
- (xvii) To the best knowledge of Demerara, Demerara possesses and owns all material exploration reports, studies, assessments, information and materials prepared in relation to the Demerara Properties (whether these reports and materials were prepared by Demerara or any other party).
- (xviii) No tenure has been granted under any other Applicable Laws which overlaps the area of the Demerara Properties.
- (xix) Demerara has not received any notice that any of the Demerara Properties will be revoked, suspended, modified or will not be renewed and is not aware of any circumstance which may give rise to any such action.
- (n) **Intellectual Property** – Demerara does not own any right, title or interest in and to any material Intellectual Property.
- (o) **Complete Disclosure**
 - (i) To the best of Demerara's knowledge, information and belief, all documents and written information delivered by Demerara or its representatives under or in connection with this Agreement to Owl or its representatives are complete and correct in all material respects as of the date of this Agreement.
 - (ii) To the best of Demerara's knowledge, information and belief, Demerara has not withheld from Owl any material information necessary to enable Owl to make an informed assessment and valuation of the Demerara Properties.
- (p) **Not a Reporting Issuer, No Published Market** – Demerara is not a reporting issuer in any jurisdiction and there is no published market for the Demerara Shares.

8.3 **Concerning Eros** – In order to induce Owl to enter into this Agreement and complete its obligations hereunder, Eros, on behalf of itself and Bell, represents and warrants to and covenants with Owl as follows:

- (a) **Incorporation and Qualification** – Eros is a corporation incorporated and existing under the BCABC and has the corporate power to own and operate its property, carry on its business and enter into and perform its obligations under this Agreement. This Agreement constitutes a legal, valid and binding agreement of Eros and is enforceable

against Eros in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors and the general principles of equity.

- (b) **Reporting Issuer** – Eros is a "reporting issuer" in British Columbia, Alberta and Quebec, as that term is defined in the Securities Acts, and is not in material default of any requirement of the Securities Acts. The common shares of Eros are listed on the TSXV. Eros is not subject to any regulatory decision or order prohibiting or restricting trading in its shares.
- (c) **No Conflict** – The execution and delivery of this Agreement by Eros and the performance by Eros of its obligations under this Agreement will not:
 - (i) conflict with, or result in the breach or the acceleration of, any indebtedness under, or constitute default under the constating documents of Eros, or any indenture, mortgage, agreement, lease, licence or other instrument of any kind whatsoever to which Eros is a party, or any judgment or order of any kind whatsoever of any court or administrative body of any kind whatsoever by which Eros is bound; or
 - (ii) result in the violation of any law, ordinance, statute, regulation, by-law, order or decree of any kind.
- (d) **Required Approvals** – Other than all necessary approvals by the TSXV in connection with the Acquisition and approvals already obtained, there is no requirement to obtain any Regulatory Approval as a condition to the lawful completion by Eros of the transactions contemplated by this Agreement.
- (e) **Corporate Authority** – The execution, delivery and performance by Eros of this Agreement and the completion of the transactions contemplated hereunder, have been duly authorized by all necessary corporate action on the part of Eros.
- (f) **Corporate Records** – The corporate records, including all constating documents, minutes of meetings and resolutions of shareholders, directors and any committees, the share certificates, register of securityholders and register of directors of Eros are complete and accurate and all corporate proceedings and actions reflected in such corporate records have been conducted or taken in compliance with all Applicable Laws and with the constitution of Eros. The constating documents of Eros are in the form contained in its respective minute books and no modifications or alterations have been proposed or approved by its shareholders. Eros is not subject to, or affected by, any unanimous shareholders agreement.
- (g) **Licenses and Permits** – To the best of its knowledge, Eros holds all licenses and permits that are required for carrying on its business in the manner in which such business has been carried on.
- (h) **Compliance with Laws** – To the best of its knowledge, Eros has conducted and is conducting its business in compliance with all Applicable Laws in the jurisdictions in which such business is carried on.
- (i) **No Unlawful Payments** – To the best of its knowledge, Eros nor any director, officer, agent, employee or other person associated with or acting on behalf of Eros has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to

any foreign or domestic government official or employee from corporate funds, (iii) violated or is in violation of any provision of applicable foreign corrupt practices legislation, including the *Corruption of Foreign Public Officials Act* (Canada), the *U.S. Foreign Corrupt Practices Act* and the United Kingdom *Bribery Act*, or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

- (j) **Title to Assets** – Eros owns (with good title) the Eros Properties and the Bullfrog Securities.
- (k) **No Options to Purchase Assets** – There are no written or oral agreements, options, understandings or commitments, or any right or privilege capable of becoming such for the purchase or other acquisition from Eros of any of the Eros Properties or the Bullfrog Securities.
- (l) **No Breach of Laws** – To the best knowledge of Eros, Eros is not in breach of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever.
- (m) **Eros Property Interests**
 - (i) Schedule "B" sets forth a true, accurate and complete description of the Eros Properties including a listing of the details of the mineral tenements comprising the Eros Properties;
 - (ii) Eros is the full legal and beneficial owner of an undivided 45% interest in the Eastgate Property and has the exclusive right to acquire up to an undivided 37.5% interest in the Oro Cruz Property;
 - (iii) Other than those imposed by the Lincoln Option Agreement, Eros's interest in the Eros Properties is free from all Security Interests and Eros is not a party to any agreement to grant any Security Interest over its interests in the Eros Properties;
 - (iv) To the best of the knowledge of Eros, the mineral tenements, claims and properties comprising the Eros Properties have been validly located and are now duly recorded, are valid and in good standing in accordance with Applicable Laws;
 - (v) To the best of the knowledge of Eros, all expenditure obligations and work commitments required to keep the Eros Properties in good standing have been met;
 - (vi) To the best of the knowledge of Eros, all required filings with Governmental Authorities relating to the Eros Properties have been made with the applicable Governmental Authority;
 - (vii) To the best of the knowledge of Eros, no person has any right to any interest in the Eros Properties or rights to any royalty or any minerals in situ or produced from the Eros Properties, whether such right is exercisable now or in the future or is contingent or otherwise;
 - (viii) No option, right of first refusal, farm in or pre-emptive right of any nature has been granted or issued by Eros in relation to Eros' interest in the Eros Properties;

- (ix) To the best of the knowledge of Eros, all fees, rentals, royalties, rates, taxes, bonds and other payments in respect of the Eros Properties have been fully paid or satisfied within the time required for payment;
- (x) Eros is not in material breach of the Underlying Agreements and to the best of the knowledge of Eros the Underlying Agreements are in good standing and no other party is in default thereunder;
- (xi) There is no judgment, decree, injunction, ruling or order of any court, Governmental Authority, instrumentality or arbitrator and no claim, suit, action, litigation, arbitration or governmental proceeding is in progress, pending or, to the best of the knowledge of Eros, threatened against, relating to or affecting the Eros Properties;
- (xii) To the best of the knowledge of Eros, all activities and operations that have been carried out by or on behalf of Eros on the Eros Properties have been in compliance in all material respects with all Applicable Laws and directives of all Governmental Authorities and Eros has not received notice of non-compliance from any such Governmental Authorities;
- (xiii) Eros has not entered into any labour contracts, collective bargaining agreements, or any other labour-related obligations and liabilities which may affect the Eros Properties or any operations conducted thereon;
- (xiv) To the best knowledge of Eros, all the lands covered by the Eros Properties are free and clear of any Hazardous Substance and there is no judicial or administrative proceeding pending and no Environmental Order has been issued or, to the best knowledge of Eros, threatened, concerning the possible violation of any Environmental Laws or Environmental Orders in respect of the Eros Properties;
- (xv) To the best knowledge of Eros, there are no obligations or liabilities of any nature due, outstanding, threatened, prospective, contingent or otherwise, under any applicable Environmental Laws, mining or other law, including reclamation or rehabilitation work, associated or in connection with the Eros Properties or arising out of past exploration, development and/or mining activities carried out thereon by Eros or any previous owner;
- (xvi) All environmental approvals required with respect to activities carried out by Eros on any part of the lands covered by the Eros Properties have been obtained, are valid and in full force and effect, have been complied with and there have been and, to the best knowledge of Eros, there are no proceedings commenced or threatened to revoke or amend any such environmental approvals;
- (xvii) To the best knowledge of Eros, Eros possesses and owns all material exploration reports, studies, assessments, information and materials prepared in relation to the Eros Properties (whether these reports and materials were prepared by Eros or any other party);
- (xviii) No tenure has been granted under any other Applicable Laws which overlaps the area of the Eros Properties; and

- (xix) Eros has not received any notice that any of the Eros Properties will be revoked, suspended, modified or will not be renewed and is not aware of any circumstance which may give rise to any such action.
- (n) **Intellectual Property** – Eros does not own any right, title or interest in and to any material Intellectual Property respecting the Eros Properties and the Bullfrog Securities.
- (o) **Ownership of Bullfrog Securities** - Eros is the recorded and beneficial owner of the Bullfrog Securities and has the exclusive right to sell, assign and transfer the Bullfrog Securities as provided in this Agreement free of any Security Interest
- (p) **Preferential Purchase Rights** –there are no preferential rights of purchase, rights of first refusal or any similar rights that encumber its right, title and interest in and to the Bullfrog Securities.
- (q) **Complete Disclosure**
 - (i) To the best of Eros’ knowledge, information and belief, all documents and written information delivered by Eros or its representatives under or in connection with this Agreement to Owl or its representatives are complete and correct in all material respects as of the date of this Agreement.
 - (ii) To the best of Eros’ knowledge, information and belief, Eros has not withheld from Owl any material information necessary to enable Owl to make an informed assessment and valuation of the Eros Properties.

9. CLOSING

9.1 **Closing** – The Closing shall take place at the Time of Closing at the office of O’Neill Law LLP, Suite 704, 595 Howe Street, Vancouver, B.C. V6C 2T5, or at such other place upon which Owl, Demerara and Eros may agree.

9.2 **Deliveries by Owl** – At the Closing, Owl shall deliver:

- (a) To Demerara the following documents:
 - (i) a certified true copy of the resolutions of the directors of Owl evidencing that the board of directors and, if applicable, shareholders of Owl, have approved this Agreement, the Acquisition and all of the transactions of Owl contemplated hereunder and the resolutions shall include specific reference to the issuance of a total of 11,124,000 Owl Shares to Demerara in consideration of the Demerara Properties, as provided for in this Agreement;
 - (ii) certificates representing 11,124,000 Owl Shares, registered in the name of Demerara or otherwise as directed by Demerara;
 - (iii) documentation or other confirmation, to the satisfaction of Demerara and its advisors acting reasonably, that the issuance of Owl Shares to Demerara pursuant to this Agreement is exempt from the prospectus requirements of applicable securities laws;
 - (iv) resignations of the directors and officers of Owl pursuant to Section 3.3 of this Agreement;

- (v) a certificate signed by authorized representatives of Owl that the representations and warranties of Owl contained in this Agreement are true and correct in every respect as of the Time of Closing on the Closing Date (with modifications necessary to reflect the transactions contemplated by this Agreement);
 - (vi) the Title Opinion, updated as at the Closing Date; and
 - (vii) such other materials that are, in the opinion of Demerara acting reasonably, required to be delivered by Owl in order for it to meet its obligations under this Agreement.
- (b) To Eros the following documents:
- (i) a certified true copy of the resolutions of the directors of Owl evidencing that the board of directors and, if applicable, shareholders of Owl, have approved this Agreement, the Acquisition and all of the transactions of Owl contemplated hereunder and the resolutions shall include specific reference to the issuance of 11,446,275 Owl Shares to Eros in consideration of the Eros Properties and the issuance of 2,856,665 Owl Shares in consideration of the Bullfrog Securities, as provided for in this Agreement;
 - (ii) certificates representing 14,302,940 Owl Shares, registered in the name of Eros or otherwise as directed by Eros;
 - (iii) documentation or other confirmation, to the satisfaction of Eros and its advisors acting reasonably, that the issuance of Owl Shares to Eros pursuant to this Agreement is exempt from the prospectus requirements of applicable securities laws;
 - (iv) resignations of the directors and officers of Owl pursuant to Section 3.3 of this Agreement;
 - (v) a certificate signed by authorized representatives of Owl that the representations and warranties of Owl contained in this Agreement are true and correct in every respect as of the Time of Closing on the Closing Date (with modifications necessary to reflect the transactions contemplated by this Agreement);
 - (vi) the Title Opinion, updated as at the Closing Date; and
 - (vii) such other materials that are, in the opinion of Eros acting reasonably, required to be delivered by Owl in order for it to meet its obligations under this Agreement.
- (c) To Demerara and Eros:
- (i) certified true copies of the resolutions of the directors of Owl evidencing the approval of this Agreement and all of the transactions of Owl contemplated hereunder, including without limitation the Acquisition and the Financing and the securities issuable under the Acquisition and the Financing;
 - (ii) evidence of the Regulatory Approval to the Acquisition, the Name Change, if the Name Change is agreed by Owl, Demerara and Eros prior to the Time of Closing, and the Financing;

- (iii) a reimbursement, in immediately available funds, of all costs and expenses incurred by Demerara and Eros, as the case may be, since the effective date of the Term Sheet, in connection with the Acquisition and related transactions;
- (iv) a certificate signed by an officer of Owl confirming that the representations and warranties of Owl contained in this Agreement are true and correct in every respect as of the Time of Closing (with modifications necessary to reflect the transactions contemplated by this Agreement), and confirming the closing of the Financing and the amount raised thereunder; and
- (v) such other materials that are, in the opinion of Demerara and Eros acting reasonably, required to be delivered by Owl in order for it to meet its obligations under this Agreement.

9.3 Deliveries by Demerara – At the Closing, Demerara shall deliver to Owl:

- (a) Executed Quit-Claim Deeds with respect to its interests in the Demerara Properties;
- (b) Executed copy of the Escrow Agreement.
- (c) certified true copies of the resolutions of the directors of Demerara evidencing the approval of this Agreement and all of the transactions of Demerara contemplated hereunder, including without limitation the sale of the Demerara Properties to Owl; and
- (d) a certificate signed by authorized representatives of Demerara that the representations and warranties of Demerara contained in this Agreement are true and correct in every respect as of the Time of Closing on the Closing Date (with modifications necessary to reflect the transactions contemplated by this Agreement).

9.4 Deliveries by Eros – At the Closing, Eros shall deliver to Owl:

- (a) Executed Quit-Claim Deeds with respect to its interests in the Eros Properties;
- (b) Executed copy of the Escrow Agreement;
- (c) The Bullfrog Securities, with the form of transfer on the reverse duly executed for transfer or accompanied by a duly executed stock power of attorney, as applicable;
- (d) certified true copies of the resolutions of the directors of Eros evidencing the approval of this Agreement and all of the transactions of Eros contemplated hereunder, including without limitation the sale of the Eros Properties and the Bullfrog Securities to Owl; and
- (e) a certificate signed by authorized representatives of Eros that the representations and warranties of Eros contained in this Agreement are true and correct in every respect as of the Time of Closing on the Closing Date (with modifications necessary to reflect the transactions contemplated by this Agreement).

10. ORDINARY COURSE

Until the Time of Closing, Owl shall not, without the prior written consent of Demerara and Eros, enter into any contract in respect of its business or assets, other than in the ordinary course of business, and each Party shall continue to carry on its business and maintain its assets in the ordinary course of business, with the exception of reasonable costs incurred in connection with the Acquisition, the Closing and the Financing, and, without limitation, but subject to the above exceptions, shall maintain payables

and other liabilities at levels consistent with past practice, shall not engage in any extraordinary material transactions and shall make no distributions, dividends or special bonuses, shall not repay any shareholders' loans, or enter into or renegotiate any employment or consulting agreement with any officer, in each case without the prior written consent of the other Parties which shall not be unreasonably withheld, and shall otherwise comply with its respective covenants as set forth in Section 4 hereof.

11. TERMINATION

11.1 **By the parties** – Each of Demerara, Eros and Owl shall, in its sole discretion and acting reasonably, have the right to terminate this Agreement:

- (a) in the event it becomes apparent the TSXV will not approve the terms of this Agreement or the transactions contemplated herein;
- (b) if any other Party has breached or is in default of any material term of this Agreement and fails to cure or remedy such breach or default within 14 days after receiving written notice thereof from the Party not in breach or default; or
- (c) if the Closing does not occur on or before the Drop Dead Date.

11.2 **Survival** – In the event this Agreement is terminated, the provisions of Sections 13 and 15.4 shall survive the termination.

12. STANDSTILL AGREEMENT

From the Effective Date until completion of the transactions contemplated herein or the earlier termination hereof, none of Demerara, Eros, Bell or Owl will, directly or indirectly, solicit, initiate, assist, facilitate, promote or encourage proposals or offers from, entertain or enter into discussions or negotiations with, or provide information relating to the securities, business, operations, affairs or financial condition of Demerara, Eros or Owl to any persons in connection with the acquisition or distribution of any securities of Owl, or any amalgamation, merger, consolidation, arrangement, restructuring, refinancing, sale of any material assets of Demerara, Eros or Owl, unless such action, matter or transaction is part of the transactions contemplated in this Agreement (including without limitation the Financing) or is satisfactory to, and is approved in writing in advance by Demerara, Eros and Owl or is necessary to carry on the normal course of business.

13. PUBLIC DISCLOSURE

13.1 **Restrictions on disclosure** – No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated herein will be made by any Party without the prior written agreement of Owl, Demerara and Eros as to timing, content and method, provided that the obligations herein will not prevent any Party from making, after consultation with Owl, Demerara and Eros, such disclosure as its counsel advises is required by Applicable Laws or the rules and policies of the TSXV or as is required to carry out the transactions contemplated in this Agreement or the obligations of any of the Parties hereto.

13.2 **Confidentiality** – Except with the prior written consent of Owl, Demerara and Eros, each of the Parties and its respective employees, officers, directors, shareholders, agents, advisors and other representatives will hold all information received from a Party concerning any of Owl, Demerara or Eros in confidence and shall not be disclosed or used by the recipients thereof, except such information and documents available to the public or as are required to be disclosed by Applicable Laws. All such information in written or electronic form and documents will, at a Party's request, be promptly returned to the party originally delivering them in the event that the transactions provided for in this Agreement are not completed.

14. **FINDER'S FEE**

The Parties acknowledge that no finders' fee will be paid in connection with the Acquisition other than those paid in connection with the Financing.

15. **GENERAL**

15.1 **Time** – Time and each of the terms and conditions of this Agreement shall be of the essence of this Agreement and any waiver by the Parties of this Section or any failure by them to exercise any of their rights under this Agreement shall be limited to the particular instance and shall not extend to any other instance or matter in this Agreement or otherwise affect any of their rights or remedies under this Agreement.

15.2 **Entire agreement** – This Agreement constitutes the entire Agreement between the Parties hereto in respect of the matters referred to herein and there are no representations, warranties, covenants or agreements, expressed or implied, collateral hereto other than as expressly set forth or referred to herein. In particular, upon the execution and delivery of this Agreement, the Term Sheet is hereby terminated and of no further force and effect.

15.3 **Further assurances** – The Parties hereto shall execute and deliver all such further documents and instruments and do all such acts and things as any Party may, either before or after the Closing, reasonably require of the others in order that the full intent and meaning of this Agreement is carried out. The provisions contained in this Agreement which, by their terms, require performance by a Party to this Agreement subsequent to the Closing, shall survive the Closing.

15.4 **Expenses** – Each of Owl, Demerara and Eros shall, other than as provided herein, pay its own costs, fees and expenses incurred in connection with the transactions contemplated herein.

15.5 **Amendments** – No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid or binding upon the Parties hereto unless such alteration, amendment, modification or interpretation is in written form executed by all of the Parties to this Agreement.

15.6 **Notices** – Any notice, request, demand, election and other communication of any kind whatsoever to be given under this Agreement shall be in writing and shall be delivered by hand, e-mailed or mailed by prepaid registered post to the Parties at their following respective addresses:

To Demerara

Demerara Gold Corp.
Suite 2500, Park Place,
666 Burrard Street
Vancouver, B.C. V6C 2XE

Attention: Dale Wallster
Email: dale@mulgravian.com

To Eros and Bell:

Eros Resources Corp.
Suite 420, 789 West Pender Street,
Vancouver, B C V6C 1H2

Attention: Ron Netolitzky
Email: netolitzky@gmail.com

To Owl:

Owl Capital Corp.
Suite 880, 580 Hornby Street
Vancouver, British Columbia, V6C 4B6

Attention: James Hutton
Email: jhutton@telus.net

or to such other addresses as may be given in writing by the Parties hereto in the manner provided for in this Section. Any notice delivered or emailed shall be deemed to have been given and received on the Business Day next following the date of delivery or emailing, as the case may be.

15.7 **Assignment** – This Agreement may not be assigned by any Party hereto without the prior written consent of all of the Parties hereto.

15.8 **Governing law** – This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the Parties hereby attorn to the non-exclusive jurisdiction of the courts of British Columbia.

15.9 **Counterparts** – This Agreement may be executed in counterpart and by fax or other electronic means, and each copy so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

15.10 **Severability** – If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby, unless in either case as a result of such determination this Agreement would fail in its essential purpose.

15.11 **Enurement** – This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors, permitted assigns, trustees, representatives, heirs and executors.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the Effective Date.

OWL CAPITAL CORP.

Per:

“James Hutton”

Name: James Hutton

Title: President & CEO

DEMERARA GOLD CORP.

Per:

“Dale Wallster”

Name: Dale Wallster

Title: President & CEO

EROS RESOURCES CORP.

Per:

“Ron Netolitzky”

Name: Ron Netolitzky

Title: Chairman

BELL MOUNTAIN EXPLORATION CORP.

Per:

“Ron Netolitzky”

Name: Ron Netolitzky

Title:

SCHEDULE "A"
TO THE ASSET PURCHASE AGREEMENT
DATED OCTOBER <>, 2019

THE EASTGATE PROPERTY

CLAIM NAME	LOCATION DATE	BLM FILING DATE	BLM NMC NUMBER	CHURCHILL CO. FILING DATE	CHURCHILL CO. DOC. NO.
EG 1	May 10, 2012	May 11, 2012	1070942	August 2, 2012	428648
EG 2	May 10, 2012	May 11, 2012	1070943	August 2, 2012	428649
EG 3	May 10, 2012	May 11, 2012	1070944	August 2, 2012	428650
EG 4	May 10, 2012	May 11, 2012	1070945	August 2, 2012	428651
EG 5	May 10, 2012	May 11, 2012	1070946	August 2, 2012	428652
EG 6	May 10, 2012	May 11, 2012	1070947	August 2, 2012	428653
EG 7	May 10, 2012	May 11, 2012	1070948	August 2, 2012	428654
EG 8	May 10, 2012	May 11, 2012	1070949	August 2, 2012	428655
EG 9	May 10, 2012	May 11, 2012	1070950	August 2, 2012	428656
EG 10	May 10, 2012	May 11, 2012	1070951	August 2, 2012	428657
EG 11	May 10, 2012	May 11, 2012	1070952	August 2, 2012	428658
EG 12	May 10, 2012	May 11, 2012	1070953	August 2, 2012	428659
EG 13	May 10, 2012	May 11, 2012	1070954	August 2, 2012	428660
EG 14	May 10, 2012	May 11, 2012	1070955	August 2, 2012	428661
EG 15	May 10, 2012	May 11, 2012	1070956	August 2, 2012	428662
EG 16	May 10, 2012	May 11, 2012	1070957	August 2, 2012	428663
EG 17	May 10, 2012	May 11, 2012	1070958	August 2, 2012	428664
EG 18	May 10, 2012	May 11, 2012	1070959	August 2, 2012	428665
EG 19	May 10, 2012	May 11, 2012	1070960	August 2, 2012	428666
EG 20	May 10, 2012	May 11, 2012	1070961	August 2, 2012	428667
EG 21	May 10, 2012	May 11, 2012	1070962	August 2, 2012	428668
EG 22	May 10, 2012	May 11, 2012	1070963	August 2, 2012	428669
EG 23	May 10, 2012	May 11, 2012	1070964	August 2, 2012	428670
EG 24	May 10, 2012	May 11, 2012	1070965	August 2, 2012	428671
EG 25	May 10, 2012	May 11, 2012	1070966	August 2, 2012	428672
EG 26	May 10, 2012	May 11, 2012	1070967	August 2, 2012	428673
EG 27	May 10, 2012	May 11, 2012	1070968	August 2, 2012	428674
EG 28	May 10, 2012	May 11, 2012	1070969	August 2, 2012	428675

CLAIM NAME	LOCATION DATE	BLM FILING DATE	BLM NMC NUMBER	CHURCHILL CO. FILING DATE	CHURCHILL CO. DOC. NO.
EG 29	May 10, 2012	May 11, 2012	1070970	August 2, 2012	428676
EG 30	May 10, 2012	May 11, 2012	1070971	August 2, 2012	428677
EG 31	May 10, 2012	May 11, 2012	1070972	August 2, 2012	428678
EG 32	May 10, 2012	May 11, 2012	1070973	August 2, 2012	428679
EG 33	May 10, 2012	May 11, 2012	1070974	August 2, 2012	428680
EG 34	May 10, 2012	May 11, 2012	1070975	August 2, 2012	428681
EG 35	May 10, 2012	May 11, 2012	1070976	August 2, 2012	428682
EG 36	May 10, 2012	May 11, 2012	1070977	August 2, 2012	428683
EG 37	May 10, 2012	May 11, 2012	1070978	August 2, 2012	428684
EG 38	May 10, 2012	May 11, 2012	1070979	August 2, 2012	428685
EG 39	May 10, 2012	May 11, 2012	1070980	August 2, 2012	428686
EG 40	May 10, 2012	May 11, 2012	1070981	August 2, 2012	428687
EG 41	May 10, 2012	May 11, 2012	1070982	August 2, 2012	428688
EG 42	May 10, 2012	May 11, 2012	1070983	August 2, 2012	428689
EG 43	May 10, 2012	May 11, 2012	1070984	August 2, 2012	428690
EG 44	May 10, 2012	May 11, 2012	1070985	August 2, 2012	428691
EG 45	May 10, 2012	May 11, 2012	1070986	August 2, 2012	428692
EG 46	May 10, 2012	May 11, 2012	1070987	August 2, 2012	428693
EG 47	May 10, 2012	May 11, 2012	1070988	August 2, 2012	428694
EG 48	May 10, 2012	May 11, 2012	1070989	August 2, 2012	428695
EG 49	May 10, 2012	May 11, 2012	1070990	August 2, 2012	428696
EG 50	May 10, 2012	May 11, 2012	1070991	August 2, 2012	428697
EG 51	May 10, 2012	May 11, 2012	1070992	August 2, 2012	428698
EG 52	May 10, 2012	May 11, 2012	1070993	August 2, 2012	428699
EG 53	May 10, 2012	May 11, 2012	1070994	August 2, 2012	428700
EG 54	May 10, 2012	May 11, 2012	1070995	August 2, 2012	428701
EG 55	May 10, 2012	May 11, 2012	1070996	August 2, 2012	428702
ET 56	May 10, 2012	May 11, 2012	1070997	August 2, 2012	428703
EG 57	May 10, 2012	May 11, 2012	1070998	August 2, 2012	428704
EG 58	May 10, 2012	May 11, 2012	1070999	August 2, 2012	428705
EG 59	May 10, 2012	May 11, 2012	1071000	August 2, 2012	428706
EG 60	May 10, 2012	May 11, 2012	1071001	August 2, 2012	428707
EG 61	May 10, 2012	May 11, 2012	1071002	August 2, 2012	428708
EG 62	May 10, 2012	May 11, 2012	1071003	August 2, 2012	428709

CLAIM NAME	LOCATION DATE	BLM FILING DATE	BLM NMC NUMBER	CHURCHILL CO. FILING DATE	CHURCHILL CO. DOC. NO.
EG 63	May 10, 2012	May 11, 2012	1071004	August 2, 2012	428710
EG 64	May 10, 2012	May 11, 2012	1071005	August 2, 2012	428711
EG 65	May 10, 2012	May 11, 2012	1071006	August 2, 2012	428712
EG 66	May 10, 2012	May 11, 2012	1071007	August 2, 2012	428713
EG 67	May 10, 2012	May 11, 2012	1071008	August 2, 2012	428714
EG 68	May 10, 2012	May 11, 2012	1071009	August 2, 2012	428715
EG 69	May 10, 2012	May 11, 2012	1071010	August 2, 2012	428716
EG 70	May 10, 2012	May 11, 2012	1071011	August 2, 2012	428717

SCHEDULE "B"

**TO THE ASSET PURCHASE AGREEMENT
DATED OCTOBER <>, 2019**

THE ORO CRUZ PROPERTY

Unpatented Lode Mining Claims Optioned from ADGIS, Inc.

Claim Name/Number	Serial No.	Claimant	MER	TWN	RANGE	SEC	SUBDIV
HERCULES #6	CAMC79794	ADGIS INC	27	0150S	0200E	12	SE
HERCULES #7	CAMC79795	ADGIS INC	27	0150S	0200E	12	NE,SE
HERCULES #8	CAMC79796	ADGIS INC	27	0150S	0200E	12	NE
HERCULES #9	CAMC79797	ADGIS INC	27	0150S	0200E	12	NE
HERCULES #10	CAMC79798	ADGIS INC	27	0150S	0200E	12	NE
HERCULES #11	CAMC79799	ADGIS INC	27	0150S	0200E	12	NE
HERCULES #12	CAMC79800	ADGIS INC	27	0150S	0200E	1	SE
HERCULES #26	CAMC79814	ADGIS INC	27	0150S	0200E	1	SW,SE
HERCULES #27	CAMC79815	ADGIS INC	27	0150S	0200E	1	SW,SE
HERCULES #28	CAMC79816	ADGIS INC	27	0150S	0200E	1	SW,SE
HERCULES #29	CAMC79817	ADGIS INC	27	0150S	0200E	1	SW,SE
HERCULES #30	CAMC79818	ADGIS INC	27	0150S	0200E	12	NE,NW
HERCULES #31	CAMC79819	ADGIS INC	27	0150S	0200E	12	NE,NW
HERCULES #32	CAMC79820	ADGIS INC	27	0150S	0200E	12	NE,NW
HERCULES #33	CAMC79821	ADGIS INC	27	0150S	0200E	12	NE,NW
HERCULES #53	CAMC79841	ADGIS INC	27	0150S	0200E	1	SW
HERCULES #54	CAMC79842	ADGIS INC	27	0150S	0200E	1	SW
HERCULES #55	CAMC79843	ADGIS INC	27	0150S	0200E	1	SW
HERCULES #132	CAMC274928	ADGIS INC	27	0150S	0210E	7	NW,SW
HERCULES #133	CAMC274927	ADGIS INC	27	0150S	0210E	6/7	SW

Unpatented Lode Mining and Unpatented Placer Mining Claims Staked by Lincoln Gold

	CLAIM	LOCATION	BLM CAMC	BLM	IMPERIAL CO.	COUNTY
	NAME	DATE	NUMBER	FILING DATE	DOC. NO.*	FILING DATE
1	OC 1	11/12/09	296320	02/03/10	2010-003173	02/02/10
2	OC 2	11/12/09	296321	02/03/10	2010-003174	02/02/10
3	OC 3	11/12/09	296322	02/03/10	2010-003175	02/02/10
4	OC 4	11/12/09	296323	02/03/10	2010-003176	02/02/10
5	OC 5	11/12/09	296324	02/03/10	2010-003177	02/02/10
6	OC 6	11/12/09	296325	02/03/10	2010-003178	02/02/10
7	OC 7	11/12/09	296326	02/03/10	2010-003179	02/02/10
8	OC 8	11/12/09	296327	02/03/10	2010-003180	02/02/10
9	OC 9	11/12/09	296328	02/03/10	2010-003181	02/02/10
10	OC 10	11/12/09	296329	02/03/10	2010-003182	02/02/10
11	OC 11	11/13/09	296330	02/03/10	2010-003183	02/02/10
12	OC 12	11/13/09	296331	02/03/10	2010-003184	02/02/10
13	OC 13	11/13/09	296332	02/03/10	2010-003185	02/02/10
14	OC 14	11/13/09	296333	02/03/10	2010-003186	02/02/10
15	OC 15	11/13/09	296334	02/03/10	2010-003187	02/02/10
16	OC 16	11/13/09	296335	02/03/10	2010-003188	02/02/10
17	OC 17	11/13/09	296336	02/03/10	2010-003189	02/02/10
18	OC 18	11/13/09	296337	02/03/10	2010-003190	02/02/10
19	OC 19	11/13/09	296338	02/03/10	2010-003191	02/02/10
20	OC 20	11/13/09	296339	02/03/10	2010-003192	02/02/10
21	OC 21	11/13/09	296340	02/03/10	2010-003193	02/02/10
22	OC 22	11/13/09	296341	02/03/10	2010-003194	02/02/10
23	OC 23	11/13/09	296342	02/03/10	2010-003195	02/02/10
24	OC 24	11/13/09	296343	02/03/10	2010-003196	02/02/10
25	OC 25	11/13/09	296344	02/03/10	2010-003197	02/02/10
26	OC 26	11/13/09	296345	02/03/10	2010-003198	02/02/10
27	OC 27	11/13/09	296346	02/03/10	2010-003199	02/02/10
28	OC 28	11/13/09	296347	02/03/10	2010-003200	02/02/10
29	OC 29	11/13/09	296348	02/03/10	2010-003201	02/02/10
30	OC 30	11/13/09	296349	02/03/10	2010-003202	02/02/10

	CLAIM	LOCATION	BLM CAMC	BLM	IMPERIAL CO.	COUNTY
	NAME	DATE	NUMBER	FILING DATE	DOC. NO.*	FILING DATE
31	OC 31	11/13/09	296350	02/03/10	2010-003203	02/02/10
32	OC 32	11/13/09	296351	02/03/10	2010-003204	02/02/10
33	OC 33	11/13/09	296352	02/03/10	2010-003205	02/02/10
34	OC 34	11/12/09	296353	02/03/10	2010-003206	02/02/10
35	OC 35	11/12/09	296354	02/03/10	2010-003207	02/02/10
36	OC 36	11/12/09	296355	02/03/10	2010-003208	02/02/10
37	OC 37	11/12/09	296356	02/03/10	2010-003209	02/02/10
38	OC 38	11/12/09	296357	02/03/10	2010-003210	02/02/10
39	OC 39	11/12/09	296358	02/03/10	2010-003211	02/02/10
40	OC 40	11/12/09	296359	02/03/10	2010-003212	02/02/10
46	OC 46	11/12/09	296365	02/03/10	2010-003218	02/02/10
47	OC 47	11/12/09	296366	02/03/10	2010-003219	02/02/10
48	OC 48	11/13/09	296367	02/03/10	2010-003220	02/02/10
49	OC 49	11/13/09	296368	02/03/10	2010-003221	02/02/10
50	OC 50	11/13/09	296369	02/03/10	2010-003222	02/02/10
51	OC 51	11/13/09	296370	02/03/10	2010-003223	02/02/10
52	OC 52	11/13/09	296371	02/03/10	2010-003224	02/02/10
53	OC 53	11/13/09	296372	02/03/10	2010-003225	02/02/10
54	OC 54	11/13/09	296373	02/03/10	2010-003226	02/02/10
55	OC 55	11/14/09	296374	02/03/10	2010-003227	02/02/10
56	OC 56	11/14/09	296375	02/03/10	2010-003228	02/02/10
57	OC 57	11/14/09	296376	02/03/10	2010-003229	02/02/10
58	OC 58	11/14/09	296377	02/03/10	2010-003230	02/02/10
59	OC 59	11/14/09	296378	02/03/10	2010-003231	02/02/10
60	OC 60	11/14/09	296379	02/03/10	2010-003232	02/02/10
61	OC 61	11/14/09	296380	02/03/10	2010-003233	02/02/10
62	OC 62	11/14/09	296381	02/03/10	2010-003234	02/02/10
63	OC 63	11/14/09	296382	02/03/10	2010-003235	02/02/10
64	OC 64	11/14/09	296383	02/03/10	2010-003236	02/02/10
65	OC 65	11/14/09	296384	02/03/10	2010-003237	02/02/10
66	OC 66	11/14/09	296385	02/03/10	2010-003238	02/02/10
67	OC 67	11/14/09	296386	02/03/10	2010-003239	02/02/10
68	OC 68	11/14/09	296387	02/03/10	2010-003240	02/02/10

	CLAIM	LOCATION	BLM CAMC	BLM	IMPERIAL CO.	COUNTY
	NAME	DATE	NUMBER	FILING DATE	DOC. NO.*	FILING DATE
69	OC 69	08/31/10	297910	01/03/11	2010-031921	12/27/10
70	OC 70	08/31/10	297911	01/03/11	2010-031922	12/27/10
71	OC 71	08/31/10	297912	01/03/11	2010-031923	12/27/10
72	OC 72	08/31/10	297913	01/03/11	2010-031924	12/27/10
73	OC 73	08/31/10	297914	01/03/11	2010-031925	12/27/10
74	OC 74	08/31/10	297915	01/03/11	2010-031926	12/27/10
75	OC 75	08/31/10	297916	01/03/11	2010-031927	12/27/10
76	OC 76	08/31/10	297917	01/03/11	2010-031928	12/27/10
77	OC 77	08/31/10	297918	01/03/11	2010-031929	12/27/10
78	OC 78	08/31/10	297919	01/03/11	2010-031930	12/27/10
79	OC 79	08/31/10	297920	01/03/11	2010-031931	12/27/10
80	OC 80	08/31/10	297921	01/03/11	2010-031932	12/27/10
81	OC 81	08/31/10	297922	01/03/11	2010-031933	12/27/10
82	OC 82	08/31/10	297923	01/03/11	2010-031934	12/27/10
83	OC 83	08/31/10	297924	01/03/11	2010-031935	12/27/10
84	OC 84	08/31/10	297925	01/03/11	2010-031936	12/27/10
85	OC 85	08/31/10	297926	01/03/11	2010-031937	12/27/10
86	OC 86	08/31/10	297927	01/03/11	2010-031938	12/27/10
87	OC 87	08/31/10	297928	01/03/11	2010-031939	12/27/10
88	OC 88	08/31/10	297929	01/03/11	2010-031940	12/27/10
89	OC 89	08/31/10	297930	01/03/11	2010-031941	12/27/10
90	OC 90	08/31/10	297931	01/03/11	2010-031942	12/27/10
91	OC 91	08/31/10	297932	01/03/11	2010-031943	12/27/10
92	OC 92	08/31/10	297933	01/03/11	2010-031944	12/27/10
93	OC 93	08/31/10	297934	01/03/11	2010-031945	12/27/10
94	OC 94	08/31/10	297935	01/03/11	2010-031946	12/27/10
95	OC 95	08/31/10	297936	01/03/11	2010-031947	12/27/10
96	OC 96	08/31/10	297937	01/03/11	2010-031948	12/27/10
97	OC 97	08/31/10	297938	01/03/11	2010-031949	12/27/10
98	OC 98	08/31/10	297939	01/03/11	2010-031950	12/27/10
99	OC 99	08/31/10	297940	01/03/11	2010-031951	12/27/10
100	OC 100	08/31/10	297941	01/03/11	2010-031952	12/27/10
101	OC 101	08/31/10	297942	01/03/11	2010-031953	12/27/10

	CLAIM	LOCATION	BLM CAMC	BLM	IMPERIAL CO.	COUNTY
	NAME	DATE	NUMBER	FILING DATE	DOC. NO.*	FILING DATE
102	OC 102	08/31/10	297943	01/03/11	2010-031954	12/27/10
103	OC 103	08/31/10	297944	01/03/11	2010-031955	12/27/10
104	OC 104	08/31/10	297945	01/03/11	2010-031956	12/27/10
105	OC 105	08/31/10	297946	01/03/11	2010-031957	12/27/10
106	OC 106	08/31/10	297947	01/03/11	2010-031958	12/27/10
107	OC 107	11/02/10	297948	01/03/11	2010-031959	12/27/10
108	OC 108	11/02/10	297949	01/03/11	2010-031960	12/27/10
109	OC 109	08/31/10	297950	01/03/11	2010-031961	12/27/10
110	OC 110	08/31/10	297951	01/03/11	2010-031962	12/27/10
111	OC 111	08/31/10	297952	01/03/11	2010-031963	12/27/10
112	OC 112	08/31/10	297953	01/03/11	2010-031964	12/27/10
113	OC 113	08/31/10	297954	01/03/11	2010-031965	12/27/10
114	OC 114	08/31/10	297955	01/03/11	2010-031966	12/27/10
115	OC 115	08/31/10	297956	01/03/11	2010-031967	12/27/10
116	OC 116	08/31/10	297957	01/03/11	2010-031968	12/27/10
117	OC 117	08/31/10	297958	01/03/11	2010-031969	12/27/10
118	OC 118	08/31/10	297959	01/03/11	2010-031970	12/27/10
119	OC 119	11/02/10	297960	01/03/11	2010-031971	12/27/10
120	OC 120	11/02/10	297961	01/03/11	2010-031972	12/27/10
121	OC 121	11/02/10	297962	01/03/11	2010-031973	12/27/10
122	OC 122	08/31/10	297963	01/03/11	2010-031974	12/27/10
123	OC 123	08/31/10	297964	01/03/11	2010-031975	12/27/10
124	OC 124	08/31/10	297965	01/03/11	2010-031976	12/27/10
125	OC 125	08/31/10	297966	01/03/11	2010-031977	12/27/10
126	OC 126	08/31/10	297967	01/03/11	2010-031978	12/27/10
127	OC 127	08/31/10	297968	01/03/11	2010-031979	12/27/10
128	OC 128	08/31/10	297969	01/03/11	2010-031980	12/27/10
129	OC 129	08/31/10	297970	01/03/11	2010-031981	12/27/10
130	OC 130	08/31/10	297971	01/03/11	2010-031982	12/27/10
131	OC 131	08/31/10	297972	01/03/11	2010-031983	12/27/10
132	OC 132	12/10/18	319768	02/12/19	2019-003036	02/19/19
133	OC 133	12/10/18	319769	02/12/19	2019-003036	02/19/19
134	OC 134	12/09/18	319770	02/12/19	2019-003036	02/19/19

	CLAIM	LOCATION	BLM CAMC	BLM	IMPERIAL CO.	COUNTY
	NAME	DATE	NUMBER	FILING DATE	DOC. NO.*	FILING DATE
135	OC 135	12/09/18	319771	02/12/19	2019-003036	02/19/19
136	OC 136	12/10/18	319772	02/12/19	2019-003036	02/19/19
137	OC 137	12/10/18	319773	02/12/19	2019-003036	02/19/19
138	OC 138	12/10/18	319774	02/12/19	2019-003036	02/19/19
139	OC 139	12/10/18	319775	02/12/19	2019-003036	02/19/19
140	OC 140	12/10/18	319776	02/12/19	2019-003036	02/19/19
141	OC 141	12/10/18	319777	02/12/19	2019-003036	02/19/19
142	OC 142	12/10/18	319778	02/12/19	2019-003036	02/19/19
143	OC 143	12/09/18	319779	02/12/19	2019-003036	02/19/19
144	OC 144	12/10/18	319780	02/12/19	2019-003036	02/19/19
145	OC 145	12/10/18	319781	02/12/19	2019-003036	02/19/19
146	OC 146	12/09/18	319782	02/12/19	2019-003036	02/19/19
147	OC 147	12/09/18	319783	02/12/19	2019-003036	02/19/19
148	OC 148	12/09/18	319784	02/12/19	2019-003036	02/19/19
149	OC 149	12/09/18	319785	02/12/19	2019-003036	02/19/19
150	OC 150	12/09/18	319786	02/12/19	2019-003036	02/19/19
151	OC 151	12/09/18	319787	02/12/19	2019-003036	02/19/19
152	OC 152	12/10/18	319788	02/12/19	2019-003036	02/19/19
153	OC 153	12/10/18	319789	02/12/19	2019-003036	02/19/19
154	OC 154	12/10/18	319790	02/12/19	2019-003036	02/19/19
155	OC 155	12/10/18	319791	02/12/19	2019-003036	02/19/19
156	OC 156	12/10/18	319792	02/12/19	2019-003036	02/19/19
157	OC 157	12/10/18	319793	02/12/19	2019-003036	02/19/19
158	OC 158	12/10/18	319794	02/12/19	2019-003036	02/19/19
159	OC 159	12/10/18	319795	02/12/19	2019-003036	02/19/19
160	OC 160	12/10/18	319796	02/12/19	2019-003036	02/19/19
161	OC 161	12/10/18	319797	02/12/19	2019-003036	02/19/19
162	OC 162	12/10/18	319798	02/12/19	2019-003036	02/19/19
163	OC 163	12/09/18	319799	02/12/19	2019-003036	02/19/19
164	OC 164	12/09/18	319800	02/12/19	2019-003036	02/19/19
165	OC 165	12/09/18	319801	02/12/19	2019-003036	02/19/19
166	OC 166	12/09/18	319802	02/12/19	2019-003036	02/19/19
167	OC 167	12/09/18	319803	02/12/19	2019-003036	02/19/19

	CLAIM	LOCATION	BLM CAMC	BLM	IMPERIAL CO.	COUNTY
	NAME	DATE	NUMBER	FILING DATE	DOC. NO.*	FILING DATE
168	OC 168	12/09/18	319804	02/12/19	2019-003036	02/19/19
169	OC 169	12/09/18	319805	02/12/19	2019-003036	02/19/19
170	OC 170	12/09/18	319806	02/12/19	2019-003036	02/19/19
171	OC 171	12/09/18	319807	02/12/19	2019-003036	02/19/19
172	OC 172	12/09/18	319808	02/12/19	2019-003036	02/19/19
173	OC 173	12/09/18	319809	02/12/19	2019-003036	02/19/19
174	OC 174	12/09/18	319810	02/12/19	2019-003036	02/19/19
175	OC 175	12/09/18	319811	02/12/19	2019-003036	02/19/19
176	OC 176	12/09/18	319812	02/12/19	2019-003036	02/19/19
177	OC 177	12/09/18	319813	02/12/19	2019-003036	02/19/19
178	OC 178	12/09/18	319814	02/12/19	2019-003036	02/19/19
179	OC 179	12/09/18	319815	02/12/19	2019-003036	02/19/19
180	OC 180	12/09/18	319816	02/12/19	2019-003036	02/19/19
181	OC 181	12/09/18	319817	02/12/19	2019-003036	02/19/19
182	OC 182	12/09/18	319818	02/12/19	2019-003036	02/19/19
183	OC 183	12/09/18	319819	02/12/19	2019-003036	02/19/19
184	OC 184	12/07/18	319820	02/12/19	2019-003036	02/19/19
185	OC 185	12/07/18	319821	02/12/19	2019-003036	02/19/19
186	OC 186	12/07/18	319822	02/12/19	2019-003036	02/19/19
187	OC 187	12/07/18	319823	02/12/19	2019-003036	02/19/19
188	OC 188	12/07/18	319824	02/12/19	2019-003036	02/19/19
189	OC 189	12/07/18	319825	02/12/19	2019-003036	02/19/19
190	OC 190	12/07/18	319826	02/12/19	2019-003036	02/19/19
191	OC 191	12/07/18	319827	02/12/19	2019-003036	02/19/19
192	OC 192	12/07/18	319828	02/12/19	2019-003036	02/19/19
193	OC 193	12/07/18	319829	02/12/19	2019-003036	02/19/19
194	OC 194	12/07/18	319830	02/12/19	2019-003036	02/19/19
195	OC 195	12/07/18	319831	02/12/19	2019-003036	02/19/19
196	OC 196	12/07/18	319832	02/12/19	2019-003036	02/19/19
197	OC 197	12/07/18	319833	02/12/19	2019-003036	02/19/19
198	OC 198	12/07/18	319834	02/12/19	2019-003036	02/19/19
199	OC 199	12/07/18	319835	02/12/19	2019-003036	02/19/19
200	OC 200	12/07/18	319836	02/12/19	2019-003036	02/19/19

	CLAIM	LOCATION	BLM CAMC	BLM	IMPERIAL CO.	COUNTY
	NAME	DATE	NUMBER	FILING DATE	DOC. NO.*	FILING DATE
201	OC 201	12/07/18	319837	02/12/19	2019-003036	02/19/19
202	OC 202	12/07/18	319838	02/12/19	2019-003036	02/19/19
203	OC 203	12/08/18	319839	02/12/19	2019-003036	02/19/19
204	OC 204	12/07/18	319840	02/12/19	2019-003036	02/19/19
205	OC 205	12/07/18	319841	02/12/19	2019-003036	02/19/19
206	OC 206	12/08/18	319842	02/12/19	2019-003036	02/19/19
207	OC 207	12/08/18	319843	02/12/19	2019-003036	02/19/19
208	OC 208	12/08/18	319844	02/12/19	2019-003036	02/19/19
209	OC 209	12/08/18	319845	02/12/19	2019-003036	02/19/19
210	OC 210	12/07/18	319846	02/12/19	2019-003036	02/19/19
211	OC 211	12/07/18	319847	02/12/19	2019-003036	02/19/19
212	OC 212	12/07/18	319848	02/12/19	2019-003036	02/19/19
213	OC 213	12/07/18	319849	02/12/19	2019-003036	02/19/19
214	OC 214	12/07/18	319850	02/12/19	2019-003036	02/19/19
215	OC 215	12/07/18	319851	02/12/19	2019-003036	02/19/19
216	OC 216	12/07/18	319852	02/12/19	2019-003036	02/19/19
217	OC 217	12/07/18	319853	02/12/19	2019-003036	02/19/19
218	OC 218	12/07/18	319854	02/12/19	2019-003036	02/19/19
219	OC 219	12/07/18	319855	02/12/19	2019-003036	02/19/19
220	OC 220	12/07/18	319856	02/12/19	2019-003036	02/19/19
221	OC 221	12/08/18	319857	02/12/19	2019-003036	02/19/19
222	OC 222	12/08/18	319858	02/12/19	2019-003036	02/19/19
223	OC 223	12/08/18	319859	02/12/19	2019-003036	02/19/19
224	OC 224	12/08/18	319860	02/12/19	2019-003036	02/19/19
225	OC 225	12/08/18	319861	02/12/19	2019-003036	02/19/19
226	OC 226	12/08/18	319862	02/12/19	2019-003036	02/19/19
227	OC 227	12/08/18	319863	02/12/19	2019-003036	02/19/19
228	OC 228	12/08/18	319864	02/12/19	2019-003036	02/19/19
229	OC 229	12/08/18	319865	02/12/19	2019-003036	02/19/19
230	OC 230	12/08/18	319866	02/12/19	2019-003036	02/19/19
231	OC 231	12/08/18	319867	02/12/19	2019-003036	02/19/19
232	OC 232	12/08/18	319868	02/12/19	2019-003036	02/19/19
233	OC 233	12/08/18	319869	02/12/19	2019-003036	02/19/19

	CLAIM	LOCATION	BLM CAMC	BLM	IMPERIAL CO.	COUNTY
	NAME	DATE	NUMBER	FILING DATE	DOC. NO.*	FILING DATE
234	OC 234	12/08/18	319870	02/12/19	2019-003036	02/19/19
235	OC 235	12/08/18	319871	02/12/19	2019-003036	02/19/19
236	OC 236	12/08/18	319872	02/12/19	2019-003036	02/19/19
237	OC 237	12/08/18	319873	02/12/19	2019-003036	02/19/19
238	OC 238	12/08/18	319874	02/12/19	2019-003036	02/19/19
239	OC 239	12/08/18	319875	02/12/19	2019-003036	02/19/19
240	OC 240	12/08/18	319876	02/12/19	2019-003036	02/19/19
241	OC 241	12/07/18	319877	02/12/19	2019-003036	02/19/19
242	OC 242	12/07/18	319878	02/12/19	2019-003036	02/19/19
243	OC 243	12/07/18	319879	02/12/19	2019-003036	02/19/19
244	OC 244	12/07/18	319880	02/12/19	2019-003036	02/19/19
245	OC 245	12/07/18	319881	02/12/19	2019-003036	02/19/19
246	OC 246	12/07/18	319882	02/12/19	2019-003036	02/19/19
			SEQUENCE CHANGE		SEQUENCE CHANGE	
247	OC 247	02/17/19	319940	03/14/19	2019-005069	03/20/19
248	OC 248	02/17/19	319941	03/14/19	2019-005069	03/20/19
249	OC 249	02/17/19	319942	03/14/19	2019-005069	03/20/19
250	OC 250	02/18/19	319943	03/14/19	2019-005069	03/20/19
251	OC 251	02/17/19	319944	03/14/19	2019-005069	03/20/19
1	OCP 1	12/10/18	319761	02/12/19	2019-003035	02/19/19
2	OCP 2	12/10/18	319762	02/12/19	2019-003035	02/19/19
3	OCP 3	12/10/18	319763	02/12/19	2019-003035	02/19/19
4	OCP 4	12/10/18	319764	02/12/19	2019-003035	02/19/19
5	OCP 5	12/10/18	319765	02/12/19	2019-003035	02/19/19
6	OCP 6	12/10/18	319766	02/12/19	2019-003035	02/19/19
7	OCP 7	12/08/18	319767	02/12/19	2019-003035	02/19/19
8	OCP 8	02/17/19	319945	03/14/19	2019-005068	03/20/19
9	OCP 9	02/17/19	319946	03/14/19	2019-005068	03/20/19
10	OCP 10	02/17/19	319947	03/14/19	2019-005068	03/20/19
11	OCP 11	02/17/19	319948	03/14/19	2019-005068	03/20/19
12	OCP 12	02/17/19	319949	03/14/19	2019-005068	03/20/19
13	OCP 13	02/17/19	319950	03/14/19	2019-005068	03/20/19

* NOTE: Original Imperial County filing 2010-001681 was on January 26, 2010 and was amended due to wrong Base and Meridian designation on the Notices of Location. The amended Notices were filed with the County on February 2, 2010.

State of California Mineral Prospecting Permits Issued to Lincoln Gold

1. Mineral Prospecting Permit on one section of approximately one square mile, being Section 36, T.14 S., R.20 E., San Bernardino Base & Meridian, which is under the jurisdiction of the State of California;
2. Mineral Prospecting Permit on one section of approximately one square mile, being Section 16, T.15 S., R.21 E., San Bernardino Base & Meridian, which is under the jurisdiction of the State of California, excepting therefrom that land patented by the U.S.A. under Mineral Survey Numbers 3246 and 4266.