

Starr Peak Exploration Ltd.
[Address]
Vancouver, BC

CONFIDENTIAL

◆, 2019

[Redacted: confidential information]

Dear Ms. [Redacted: confidential information]

Re: Acquisition of [Redacted: confidential information] Property - Letter Agreement

This letter agreement ("**Letter Agreement**") sets out our our legally binding and enforceable agreement pursuant to which Starr Peak Resources Ltd. ("**Starr**") and Ms. [Redacted: confidential information] ("**[Redacted: confidential information]**") will sell (the "**Acquisition**") an undivided 100% right title and interest (subject to the NSR Royalty, as defined below) in and to the 53 mining claims listed in Schedule "A" hereto, located in the Province of Quebec (the "**Property**").

We acknowledge that this Letter Agreement is a binding and enforceable agreement and in respect of which the parties acknowledge having received valuable consideration. This Letter Agreement will be binding upon and will enure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

Terms of Acquisition

1. Starr will acquire the Property in consideration of a cash payment of CAD \$105,000, payable to [Redacted: confidential information] as follows:
[Redacted: confidential information]
 - a. \$30,000 shall be payable within 5 days of the date on which this Letter Agreement is accepted by [Redacted: confidential information]; and
[Redacted: confidential information]
 - b. \$75,000 shall be payable within on or before July 31, 2019.

Conditions Precedent

2. The completion of the Acquisition shall be subject to the following conditions precedent being satisfied on or prior to closing (the "**Closing**") which is anticipated to be on or before June ◆, 2019, or such later date as the parties may agree, (the "**Closing Date**")
 - a. Conditions Precedent:
 - i. receipt of all required third party and regulatory approvals for the Acquisition and the Definitive Agreement, including without limitation: (A) the approval of

the TSX Venture Exchange (the “**Exchange**”); and (B) the approval of any applicable regulatory authorities which may be required;

- ii. the representations and warranties of [Redacted: confidential information] contained herein shall be true and correct in all material respects as of the dates of such documents and as of the Closing Date; and
- iii. there being no legal proceeding or regulatory actions or proceedings against [Redacted: confidential information] or its affiliates which may, if determined against the interest of [Redacted: confidential information], have a material adverse effect on the Property or the Acquisition. [Redacted: confidential information]

b. Conditions Precedent and Right of Waiver

- i. The conditions precedent set out in section 2.a will be for the sole benefit of Starr and Starr may refuse to proceed with the Closing of the Acquisition if the conditions precedent are not fulfilled to its reasonable satisfaction on or prior to the Closing Date, and, except for as otherwise specified herein, it shall incur no liability to the other party by reason of such refusal.
- ii. The conditions precedent contained in sections 2.a may be waived by Starr, in whole or in part, in Starr’s absolute discretion. No such waiver shall be of any effect unless it is in writing signed Starr.

Access to Information

- 3. Upon acceptance of this Letter Agreement and until the earlier of completion of the transactions contemplated by this Letter Agreement or the Termination Date, [Redacted: confidential information] will allow the Starr and its authorized representatives, including legal counsel and consultants, reasonable access to inspect, investigate the Property. Starr agrees that all information and documents so obtained will be kept confidential and the contents thereof will not be disclosed to any person without the prior written consent of the disclosing party other than such information and documents available to the public or as are required to be disclosed by applicable law.

Status of Property

- 4. [Redacted: confidential information] represents to Starr as follows.
[Redacted: confidential information]
 - i. Other than a 1% Net Smelter Royalty (the “**NSR Royalty**”) granted to Globex Mining Enterprises Inc. (“**Globex**”) pursuant to a Net Smelter Royalty Agreement dated ◆, a copy of which is attached as Schedule “B” hereto, she is the owner of a 100% undivided registered and beneficial ownership interest in and to the Property;
 - ii. each of the mineral claims comprising the Property:
 - A. is fully and accurately described in all material respects in Schedule “A”;
 - B. is in good standing under applicable law up to the expiry dates shown in Schedule “A”; and

- C. has, to her knowledge, been duly and validly staked or otherwise properly and legally acquired by [Redacted] in accordance with the laws and regulations of the Province of Quebec; [Redacted: confidential information]
- iii. [Redacted: confidential information]
[Redacted] has the exclusive right to enter into this Letter Agreement and dispose of the Property in accordance with the terms of this Letter Agreement;
- iv. except as provided for herein, there are no outstanding agreements or options to acquire or purchase any of the mineral claims comprising the Property held by any person other than Globex and no other Person has any royalty or other interest whatsoever in production therefrom;
[Redacted: confidential information]
- v. [Redacted] has not received notice of and has no knowledge of any proposal to terminate or vary the terms of or rights attaching to any of the mineral claims described in Schedule "A" from any governmental authority;
[Redacted: confidential information]
- vi. to the knowledge of [Redacted], there are no adverse claims or challenges of any kind whatsoever, including, without limitation, claims or challenges by local, native or aboriginal peoples or other third parties, against or to the ownership of, or title to, the Property, nor is there any basis therefor;
- vii. [Redacted: confidential information]
[Redacted], to its knowledge, has not caused, permitted or allowed any hazardous substances to be released, discharged, placed, escaped, leached or disposed of on, into, under or through the Property, except as would not be reasonably expected to have a material adverse impact on the Property, and, so far as [Redacted] is aware, no hazardous substances or underground storage tanks are contained or otherwise present in or upon the Property, except as would not be reasonably expected to have a material adverse impact on the Property;
[Redacted: confidential information]
- viii. to [Redacted]'s knowledge, there are no orders or directions relating to environmental or similar matters requiring any work, repairs, construction or capital expenditures with respect to any part of the Property or the conduct of the business related thereto, nor has [Redacted] received any notice of such, nor to its knowledge have any activities on the Property been in violation of any applicable federal, provincial, municipal or local law, regulation, order or approval, including without limitation any Environmental Laws, in any material respect, and conditions on and relating to the Property are in material compliance therewith; and
[Redacted: confidential information]
- ix. to the knowledge of [Redacted] the activities of [Redacted] relating to the Property and its use of the Property have been in material compliance with all applicable federal, provincial, municipal or local law, regulation, order or approval, including without limitation any Environmental Laws.

Expenses and Commission

5. Each of the parties hereto shall be responsible for their own costs and charges incurred with respect to the transactions contemplated herein including, without limitation, all costs and charges incurred prior to the date of this Letter Agreement and all legal and accounting fees and disbursements relating to preparing the Definitive Agreement or otherwise relating to the transactions contemplated herein.

Notices

6. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if (i) delivered personally, (ii) sent prepaid courier service or mail, or (iii) sent by facsimile or other similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed as follows:

in the case of notice to Starr:

Starr Peak Exploration Ltd.
Suite 300 – 1055 West Hastings Street
Vancouver, British Columbia
V6E 2E9

TEL 604-684-6264
EMAIL ♦

in the case of notice to [REDACTED]:

[REDACTED] [Redacted: confidential information]

TEL ♦
EMAIL ♦

Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid shall:

- a. if delivered as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery;
- b. if sent by mail as aforesaid, be deemed to have been given, sent, delivered and received (but not actually received) on the fourth business day following the date of mailing, unless at any time between the date of mailing and the fourth business day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mail, allowing for such discontinuance or interruption of regular postal service, and
- c. if sent by facsimile or other means of electronic communication, be deemed to have been received on the business day of the sending if sent during normal business hours (otherwise on the following business day).

Miscellaneous

7. This Letter Agreement and other agreements contemplated herein and therein, if entered into, shall be governed in all respects, including validity, interpretation and effect, by laws of the Province of British Columbia and the laws of Canada applicable therein, without giving effect to

the principles of conflicts of laws thereof and the undersigned hereby irrevocably attorn to the jurisdiction of the Courts of the Province of British Columbia in respect of any matter arising hereunder or in connection herewith.

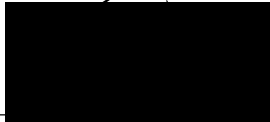
8. No assignment of this Letter Agreement will be permitted without the consent of the other party.
9. This Letter Agreement may be executed in counterparts and evidenced by a facsimile or electronic copy thereof and all such counterparts or facsimile or electronic counterparts shall constitute one document.

[SIGNATURE PAGE FOLLOWS]

If the terms of this Letter Agreement are acceptable, please communicate your acceptance by executing the duplicate copy hereof in the appropriate space below and returning such executed copy to us, prior to 5:00 pm (Vancouver time) on ◆, 2019 at the address set out above.

Yours very truly,

STARR PEAK EXPLORATION LTD.

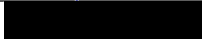
Per:  [Redacted: signature]

Name: Johnathan More

Title: ◆

THE TERMS OF THIS LETTER OF INTENT are hereby accepted as of the 09 day of June, 2019.

Per:  [Redacted: signature]

Name:  [Redacted: confidential information]

Schedule "A" Property

LES 53 CLAIMS A [Redacted] - 90 % et Entreprises Minières Globex Inc. - 10 %
[Redacted: confidential information]

Feuillet	No titre	Statut du titre	Date d'inscription	Date d'expiration	Nombre de renouvellements	Superficie (Ha)	Excédents	Travaux requis	Droits requis	Détenteur(s) (Nom, Numéro et Pourcentage)	Renouvellement en traitement
SNRC 32D14,32E03	2301429	Actif	18/07/2011	21/06/2022	4	19.49	0	750	33.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Non
SNRC 32D14,32E03	2301430	Actif	18/07/2011	21/06/2022	4	19.6	0	750	33.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Non
SNRC 32E03	2329866	Actif	11/01/2012	10/01/2022	4	56.45	0	1800	65.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32E03	2329867	Actif	11/01/2012	10/01/2022	4	56.45	0	1800	65.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32E03	2329871	Actif	11/01/2012	10/01/2022	4	15.47	0	750	33.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32E03	2330631	Actif	24/01/2012	23/01/2022	4	42.33	0	1800	65.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32E03	2335724	Actif	13/03/2012	12/03/2022	4	42.39	0	1800	65.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32E03	2335725	Actif	13/03/2012	12/03/2022	4	42.39	0	1800	65.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui

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SNRC 32E03	2336258	Actif	16/03/2012	15/03/2022	4	42.39	0	1800	65.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32E03	2340139	Actif	03/04/2012	02/04/2022	4	42.39	0	1800	65.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32E03	2340140	Actif	03/04/2012	02/04/2022	4	42.35	0	1800	65.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32E03	2340141	Actif	03/04/2012	02/04/2022	4	42.35	0	1800	65.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32E03	2345271	Actif	17/05/2012	16/05/2022	4	42.34	0	1800	65.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Non
SNRC 32E03	2345272	Actif	17/05/2012	16/05/2022	4	42.34	0	1800	65.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Non
SNRC 32E03	2351190	Actif	13/06/2012	12/06/2022	4	43.27	0	1800	65.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Non
SNRC 32E03	2351191	Actif	13/06/2012	12/06/2022	4	42.61	0	1800	65.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Non
SNRC 32E03	2366669	Actif	22/10/2012	21/10/2022	4	42.41	0	1800	65.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Non

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SNRC 32E03	2366670	Actif	22/10/2012	21/10/2022	4	20.34	0	750	33.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Non
SNRC 32E03	2366671	Actif	22/10/2012	21/10/2022	4	22.07	0	750	33.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Non
SNRC 32E03	2366672	Actif	22/10/2012	21/10/2022	4	20.38	0	750	33.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Non
SNRC 32E03	2366673	Actif	22/10/2012	21/10/2022	4	22.03	0	750	33.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Non
SNRC 32E03	2366674	Actif	22/10/2012	21/10/2022	4	42.36	0	1800	65.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Non
SNRC 32E03	2369186	Actif	01/11/2012	31/10/2022	4	19.3	0	750	33.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Non
SNRC 32E03	2369187	Actif	01/11/2012	31/10/2022	4	19.31	0	750	33.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Non
SNRC 32D14,32E03	2374315	Actif	10/01/2013	09/01/2021	3	19.37	0	750	33.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32E03	2380256	Actif	26/02/2013	27/09/2022	4	3.01	0	750	33.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Non

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SNRC 32E03	2380257	Actif	26/02/2013	27/09/2022	4	3.13	0	750	33.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Non
SNRC 32E03	2380258	Actif	26/02/2013	25/02/2021	3	3.14	0	750	33.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32E03	2385022	Actif	10/05/2013	09/05/2021	3	42.63	0	1800	65.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32E03	2386594	Actif	14/06/2013	13/06/2021	3	42.35	0	1800	65.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32D14	2505200	Actif	20/11/2017	19/11/2019	0	11.72	0	500	33.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32E03	2505201	Actif	20/11/2017	19/11/2019	0	24.18	0	500	33.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32E03	2505202	Actif	20/11/2017	19/11/2019	0	2.96	0	500	33.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32D14	2505220	Actif	20/11/2017	19/11/2019	0	9.71	0	500	33.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32D14	2505221	Actif	20/11/2017	19/11/2019	0	13.33	0	500	33.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui

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SNRC 32D14	2505222	Actif	20/11/2017	19/11/2019	0	2.14	0	500	33.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32D14	2505223	Actif	20/11/2017	19/11/2019	0	9.44	0	500	33.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32D14	2505224	Actif	20/11/2017	19/11/2019	0	40.65	0	1200	65.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32D14	2505225	Actif	20/11/2017	19/11/2019	0	56.5	0	1200	65.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32D14	2505226	Actif	20/11/2017	19/11/2019	0	8.93	0	500	33.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32D14	2505227	Actif	20/11/2017	19/11/2019	0	39.81	0	1200	65.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32D14	2505228	Actif	20/11/2017	19/11/2019	0	20.87	0	500	33.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32D14	2505229	Actif	20/11/2017	19/11/2019	0	29.13	0	1200	65.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32D14	2505230	Actif	20/11/2017	19/11/2019	0	8.94	0	500	33.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui

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SNRC 32D14	2505231	Actif	20/11/2017	19/11/2019	0	27.89	0	1200	65.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32E03	2505232	Actif	20/11/2017	19/11/2019	0	9.21	0	500	33.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32E03	2505233	Actif	20/11/2017	19/11/2019	0	14.96	0	500	33.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32E03	2505234	Actif	20/11/2017	19/11/2019	0	1.14	0	500	33.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32E03	2505235	Actif	20/11/2017	19/11/2019	0	1.81	0	500	33.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32E03	2508059	Actif	20/12/2017	19/12/2019	0	42.36	0	1200	65.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32E03	2508141	Actif	08/01/2018	07/01/2020	0	42.35	0	1200	65.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32E03	2508142	Actif	08/01/2018	07/01/2020	0	42.37	0	1200	65.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Oui
SNRC 32E03	2536476	Actif	23/04/2019	22/04/2021	0	3.16	0	500	33.25	Entreprises Minières Globex Inc (702) 10 % [Redacted] 90 % (responsable)	Non

[Redacted: confidential information]

Schedule “B”
Net Smelter Royalty Agreement