

THIS MINERAL PROPERTY ACQUISITION is dated and made for reference effective 31st day of January 2017.

BETWEEN:

Plateau Ventures LLC, a Utah company, having an office at 2250 Old City Park Road, Moab, Utah, 84532

(“Harrison” or the “Vendor”)

OF THE FIRST PART

AND:

MGX MINERALS INC., a British Columbia Company having an office located at Suite 303, 1080 Howe Street, Vancouver, BC V6Z 2T1

(the “Purchaser”)

OF THE SECOND PART

A. The vendor, are collectively the registered beneficial owners of an undivided one hundred percent (100%) interest in and to those certain mineral claims which are more particularly described in Schedule A attached hereto (the “Property”); and

B. The vendor wish to sell to the Purchaser an undivided one hundred percent (100%) interest in and to the Property, and the Purchaser wishes to acquire the same on the terms and subject to the conditions as are more particularly set forth herein.

NOW THEREFORE this Agreement witnesseth that in consideration of the premises and covenants and agreements of the parties hereinafter set forth, the parties do covenant and agree with one another as follows:

1. The vendor hereby sell to the Purchaser a one hundred percent (100%) undivided interest in and to the Property, free and clear of all claims, taxes, liens or encumbrances, on the terms and conditions set out herein.

2. The consideration payable by the Purchaser and to be issued pursuant to this Agreement

shall be:

- (a) the sum of **\$75,000** payable upon execution of the letter agreement payable;
 - (b) **200,000** common shares payable upon execution;
 - (c) the sum of **\$25,000** common shares of the Purchaser within 90 days of execution;
- and
- (d) 2% Net Smelter Return (**See Attached “NSR Agreement”**) of which 50% may be purchased back from the Vendor for **\$1,000,000** at any time.

Upon completion of payments as required pursuant to clause 2, the vendor will transfer 100% of the legal title to the Property to the Purchaser (the “Transfer Date”). In the event the Purchaser does not complete any such payments (and such failure continues for 15 days after notice from the Vendor) including Bureau of Land Management Fees, County Fees, and fifty percent (50%) of the transfer payment of \$10 per claim (with the balance being paid by the Vendor) at the option of the Vendor the Purchaser will forfeit its right to acquire the Property and no party will have further rights against the others pursuant to this Agreement.

3. The vendor jointly and severally warrant and represent to the Purchaser that:

- (i) to the best of its knowledge and belief after reasonable enquiry, the mineral claims on the Property have been properly located, recorded and (where applicable) staked pursuant to the applicable laws and regulations of Alberta and are in good standing;
- (ii) they hold all permits, licenses, consents and authorities issued by any governmental or government authority, which are necessary in connection with the ownership of the Property;
- (iii) all fees, taxes, assessments, rentals, levies or other payments required to be made relating to the Property have been made except Bureau of Land Management Use Fees which will be paid by the Purchaser;
- (iv) other than this Agreement, there are no outstanding agreements or options to acquire or purchase the Property or any portion thereof or any interest therein;
- (v) there is no adverse claim or challenge against or to the ownership of or title to any part of the Property, and no party has any right, title, claim or other interest in the Property;
- (vi) all property rights or interests of the vendor in the Property are legally and

beneficially owned or held by the vendor, are in good standing, are valid and enforceable, are free and clear of any liens, charges or encumbrances and no royalty is payable in respect of any part of the Property;

- (vii) there are no actions, claims, investigations, suits, proceedings or inquiries (judicial or otherwise) pending or, to the best of its knowledge, threatened against or relating to the vendor or the Property before or by any governmental or regulatory agency or board, which may, in any way, have a materially adverse effect on the vendor' ability to perform its obligations hereunder;
- (viii) the Property does not, to the best of the vendor' knowledge, contain any hazardous or toxic material, pollution or other adverse environmental conditions that may give rise to any environmental liability under any applicable environmental laws, regulations, rules or by-laws, and the vendor have not received, nor is it aware of any pending or threatened, notice of non-compliance with any environmental laws, regulations, rules or by-laws;
- (ix) they have not received from any governmental or regulatory agency or board, any notice of or communication relating to any actual or alleged environmental claims, and there are no outstanding work orders or actions required to be taken relating to environmental matters respecting the Property or any operations carried out on the Property;
- (x) they have provided to Purchaser all data, maps, interpretive data, samples and other materials relevant to the Property for evaluation and in the possession or control of the vendor, and on Closing will transfer to Purchaser the said materials and information to be held in Purchaser's possession until this Agreement is terminated; and
- (xi) the vendor are not nonresidents of Canada within the meaning of Section 116 of the *Income Tax Act*, R.S.C. 1985, Chapter 1 (5th Supp.), as amended.

4. The Purchaser may assign this Agreement without the written consent of the vendor, any assignment will not relieve the Purchaser of its obligations hereunder.

5. Provided this Agreement is in good standing, until the Transfer Date the directors and officers of the Purchaser and its servants, agents and independent contractors, shall have the sole right in respect of the Property to:

- (b) enter thereon;
- (a) have exclusive and quiet possession thereof;
- (b) do such further prospecting, exploration, development and/or other mining work

thereon and thereunder as the Purchaser in its sole discretion may determine advisable;

- (c) bring upon and erect upon the Property buildings, plant, machinery and equipment as the Purchaser may deem advisable; and
- (c) remove therefrom and dispose of reasonable quantities of ores, minerals and metals for the purposes of obtaining assays or making other tests.

6. There are no representations, warranties, collateral agreements, or conditions except as herein specified.

7. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

8. The parties will execute and deliver all such further documents, do or cause to be done all such further acts and things, and give all such further assurances as may be necessary to give full effect to the provisions and intent of this Agreement.

9. Any notice required or permitted to be given to any of the parties to this Agreement will be in writing and may be given by prepaid registered post, telecopier, or personal delivery to the address of such party first above stated or such other address as any party may specify by notice in writing to the other parties, and any such notice will be deemed to have been given and received by the party to whom it was addressed if mailed, on the third day following the mailing thereof, if telecopied, on successful transmission, or, if delivered, on delivery; but if at the time of mailing or between the time of mailing and the third business day thereafter there is a strike, lockout, or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.

10. This Agreement will be governed by and construed in accordance with the laws of British Columbia, and the parties hereby attorn to the jurisdiction of the Courts of competent jurisdiction of British Columbia in any proceeding hereunder.

11. Time is of the essence of this Agreement.

12. Words and phrases used herein that have acquired special meanings in the mining industry will be read and construed in accordance with the special meanings attaching to those words, unless the context otherwise requires.

13. This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument.

14. Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of the United States.

15. Delivery of an executed copy of this Agreement by telecopy, telex, or other means of electronic communication producing a printed copy will be deemed to be execution and

delivery of this Agreement on the date of such communication by the party so delivering such copy, subject to delivery of an originally executed copy of this Agreement to the other party hereto within two weeks of the date of delivery of the copy sent via the electronic communication.

16. Each party to this Agreement will be responsible for all of its own expenses, legal and other professional fees, disbursements, and all other costs incurred in connection with the negotiation, preparation, execution, and delivery of this Agreement and all documents and instruments relating hereto and the consummation of the transactions contemplated hereby.

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

HARRISON LAND SERVICES LLC. – Plateau Ventures, LLC

Per: /s/ Gavin Harrison, Managing Member
Authorized Signatory

MGX MINERALS INC.

Per: /s/ Jared Lazerson
Authorized Signatory

Schedule A
PROPERTY DESCRIPTION

SCHEDULE "B"

Net Smelter Returns Royalty Deed

1. The holder of the working interest in the Assets (the "**Owner**") hereby grants the holder of this Royalty (the "**Grantee**"), a royalty (the "**Royalty**") on Net Smelter Returns ("**Net Smelter Returns**") equal to 2% for minerals mined and removed from the Assets which royalty will be calculated, paid and otherwise regulated in accordance with the terms of this Royalty Deed.
2. For the purposes hereof, Net Smelter Returns will be calculated by taking the gross revenues from the sale by the Owner of all minerals mined and removed from the Assets and from the sale by the Owner of concentrate and metal derived from ore and brine mined from the Assets, and deducting therefrom
 - (a) all smelting costs, treatment charges and penalties including, but not being limited to, metal losses, penalties for impurities and charges for refining, selling and handling by the smelter, refinery or other purchaser; provided, however, in the case of leaching operations or other solution mining or beneficiation techniques, where the metal being treated is precipitated or otherwise directly derived from such leach solution, all processing and recovery costs incurred by the Owner, beyond the point at which the metal being treated is in solution, shall be considered as treatment charges;
 - (b) costs of handling, transporting, securing, insuring or selling such ores, minerals and other materials or concentrates from the Assets or from a concentrator, whether situated on or off the Assets, to a smelter, refinery or other place of treatment, and in the case of gold or silver concentrates, security costs, and
 - (c) ad valorem taxes and taxes based upon sales or production, but not income taxes.
3. For the purposes of determining Net Smelter Returns, all receipts and disbursements in a currency other than Canadian dollars will be converted into Canadian dollars on the day of receipt.
4. At such time production is commenced on the Assets, the Grantee will be provided quarterly and annual calculation of Net Smelter Returns and the Royalty, determined in accordance with this Royalty Deed, for the preceding quarter, certified correct by the Owner.
5. Payments on the Royalty for will be made in Canadian dollars within 30 days of the end of each quarter of which Net Smelter Returns, as determined on the basis of final adjusted invoices, are received by the Owner.
6. All Royalty Payments to be made to the Grantee by the Owner will be made to the Grantee at a bank specified by the Grantee in.
7. Upon 30 days' prior written notice by the Owner to the Grantee, the Grantee will

designate a "Payment Bank" for payment, such payments to continue at the Payment Bank notwithstanding any assignment or transfer of the Royalty.

8. Nothing contained in this Royalty Deed will be construed as conferring upon the Grantee any right to or beneficial interest in the Assets, except the right to receive a percentage of Net Smelter Returns from the Owner as and when due and will not be deemed to create any fiduciary relationship between the Owner and the Grantee for any purpose whatsoever.

9. The Owner may, but will not be under any duty to, engage in price protection (hedging) or speculative transactions such as futures contracts and commodity options in its sole discretion covering all or part of production from the Assets and, except in the case where products are actually delivered and a sale is actually consummated under this price protection or speculative transactions, neither the profits or losses from such transactions will be taken into account in calculating Net Smelter Returns or any interest therein.

10. The Owner will be entitled to make all operational decisions with respect to the methods and extent of mining and processing of ore, brine, concentrate and metal produced from the Assets.

11. If the Assets is brought into commercial production, it may be operated as a single operation with other mining properties owned by third parties or in which the Owner has an interest, in which event (notwithstanding separate ownership thereof) ores and brine mined from the mining properties (including the Assets) may be blended at the time of mining or at any time thereafter.

12. The Owner will ensure that reasonable practices and procedures are adopted and employed for weighing, determining mineral content, sampling and assaying and determining recovery factors.

13. Except for payments of the Royalty, all notices, designations, or other documents required or authorized by the terms of this Royalty Deed will be in writing and will be personally delivered, emailed or mailed by registered or certified mail, postage prepaid, addressed to the address of the intended recipient given by notice pursuant to the Agreement to which this is a Schedule.