

Unpatented Mining Claims – N/A
Recorded at the request of and
when recorded return to:

Parsons Behle & Latimer
c/o Rew R. Goodenow
50 West Liberty Street, Suite 750
Reno, Nevada 89509

EUREKA COUNTY, NV

Rec:\$37.00

\$37.00 Pgs=38

PARSONS BEHLE & LATIMER

KATHERINE J. BOWLING, CLERK RECORDER

2025-254815

06/25/2025 03:14 PM

*The undersigned do affirm that this document does not
contain the personal information of any person.*

ASSIGNMENT AGREEMENT

THIS AGREEMENT made as of the 25th day of June, 2025.

AMONG:

NEVADA ZINC CORPORATION

(hereinafter called "**Nevada**")

OF THE FIRST PART

LONE MOUNTAIN ZINC LTD.

(a wholly-owned subsidiary of Nevada and hereinafter called "**Lone Mountain**" and collectively with Nevada, the "**Vendors**")

OF THE SECOND PART

MINAURUM GOLD INC.

(hereinafter called "**Minaurum**")

OF THE THIRD PART

MINAURUM CORP.

(hereinafter called "**Minaurum USA**")

OF THE FOURTH PART

WHEREAS Norvista Capital Corporation ("**Norvista**") and Owyhee Exploration II LLC ("**Owyhee**") entered into a mining lease agreement dated June 2, 2014 (the "**Lease Agreement**"), a copy of which is attached as Schedule "A" hereto;

AND WHEREAS pursuant to the Lease Agreement, Norvista acquired a continual lease from Owyhee of a 100% undivided interest in 170 unpatented mineral claims situated in Eureka County, Nevada, United States of America, known as the Lone Mountain Property (the "**Property**"), as further described in Exhibit "A" to Schedule "A" attached hereto;

AND WHEREAS on June 16, 2014 Norvista assigned all of its rights and interest in the Lease Agreement to Lone Mountain pursuant to the terms of an assignment agreement among Nevada (previously Goldspike Exploration Inc.), Lone Mountain and Norvista dated June 16, 2014 (the "**First Assignment Agreement**"), a copy of which is attached as Schedule "B" hereto;

AND WHEREAS the Vendors and Minaurum entered into a mineral property option agreement dated June 24, 2024 (the "**Option Agreement**") pursuant to which, among other things, Minaurum was granted the option to acquire 100% of the Vendors' rights and interests in the Lease Agreement, which option was exercised by Minaurum on June 2, 2025;

AND WHEREAS Owyhee has provided written consent for the assignment contemplated by this Agreement in accordance with Section 24.1 of the Lease Agreement;

AND WHEREAS the Vendors now propose to assign all of their rights and interests in the Lease Agreement to Minaurum USA pursuant to the terms of this Agreement.

WITNESSETH THAT in consideration of the covenants, agreements, warranties herein set forth and for other good and valuable consideration, the parties hereto respectively covenant and agrees as follows:

1. In consideration for the issuance to Nevada of 3,846,893 common shares in the capital of Minaurum (the "**Shares**") at a deemed price of \$0.25995 per Share and the payment of a cash fee to Nevada in the amount of \$100,000, the Vendors hereby assign 100% of their rights and interest in the Lease Agreement to Minaurum USA (along with providing Minaurum USA with other good and valuable consideration as detailed in the Option Agreement).
2. Nevada hereby acknowledges that it is aware that Minaurum is a reporting issuer listed on the TSX Venture Exchange ("**TSX-V**") and that the Shares will have placed against them resale restrictions and hold periods which will prevent the sale thereof by Nevada except in accordance with limited exceptions under applicable securities legislation and regulatory policies, and that the certificates representing the Shares will bear restrictive legends to that effect in accordance with applicable securities legislation.
3. Minaurum USA hereby accepts assignment of the Lease Agreement and agrees to assume and perform all the present and future obligations of the Vendors under the terms of the Lease Agreement, including in particular, the obligations under Section 8 of the Lease Agreement.
4. The Vendors jointly and severally hereby represent, warrant and covenant to Minaurum and Minaurum USA that:

- (a) the Lease Agreement is in good standing in accordance with its terms and each party has performed all of their respective obligations and satisfied all of their respective covenants pursuant to the Lease Agreement;
 - (b) no person has any agreement, right, or privilege for the purchase, acquisition or transfer of the Lease Agreement except Minaurum and Minaurum USA pursuant to the Option Agreement and this Agreement;
 - (c) to the best of their knowledge, Owyhee is the sole beneficial owner of the Property and has the exclusive right to dispose of the Property;
 - (d) to the best of their knowledge, the Property is not subject to any liens or encumbrances or rights or interests by third parties whatsoever; and
 - (e) to the best of their knowledge, there are no actions, suits or proceedings, pending or threatened which may affect the Lease Agreement or the Property at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, and the Vendors are not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success.
5. Minaurum hereby represents, warrants and covenants to the Vendors that:
- (a) the Shares have been duly allotted and reserved for issuance; and
 - (b) the Shares will, upon issuance in accordance with the terms of this Agreement, be duly and validly issued as fully paid and non-assessable shares in the capital of Minaurum.
6. It is acknowledged that regulatory approval of the TSX-V will be required for the assignment of the Lease Agreement and issuance of the Shares (the “**Approvals**”) and the parties hereby undertake to use their best efforts and act in good faith to secure the Approvals as soon as possible.
7. The execution and performance by the parties hereto of this Agreement does not conflict with any contacts or other obligations to which they may be bound and, if applicable, does not conflict with and does not and will not result in a breach of their respective articles, by-laws or resolutions.
8. This Agreement has been duly authorized, executed and delivered on behalf of the parties hereto, and is a valid and binding obligation of the parties hereto, enforceable in accordance with its terms (subject to the qualification that the enforcement thereof may be limited by applicable law affecting the enforcement of creditor’s rights and the availability of discretionary judicial remedies).
9. Except to the extent required by law, or by any regulatory authority having jurisdiction, none of the parties shall make public disclosure of this Agreement or the transactions provided for

in such agreement without the prior written consent of the other parties; the parties shall co-operate in good faith as to the content and timing in making any such required or agreed public disclosure.

10. Time shall of the essence of this Agreement and of every part hereof.
11. The parties hereto agree that they shall do all acts and things and execute and deliver such further and other papers and documents as may be necessary and desirable or reasonably required by a party hereto, and any other relevant regulatory authorities or interested parties, to carry out the intent and purpose of and give full effect to this Agreement and every part thereof.
12. This Agreement supersedes and replaces all prior negotiations and/or agreements made between the parties hereto, whether oral or written, and contains the entire understanding between the parties with respect to the subject matter hereof.
13. This Agreement shall not be assignable by the parties hereto without the prior written consent of the other parties, such consent not to be unreasonably withheld, but subject thereto shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and other legal personal representatives and permitted assigns.
14. This Agreement may not be amended or modified in any respect except by written instrument signed by each of the parties hereto.
15. This Agreement will be governed by, and construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia with respect to any legal proceedings arising here from.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

NEVADA ZINC CORPORATION

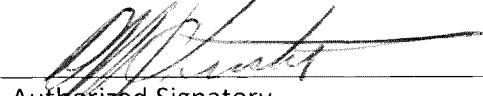
Per: DONALD CHRISTIE, CFO



Authorized Signatory

LONE MOUNTAIN ZINC LTD.

Per: DONALD CHRISTIE, DIRECTOR



Authorized Signatory

MINAURUM GOLD INC.

Per:

Authorized Signatory

MINAURUM CORP.

Per:

Authorized Signatory

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

NEVADA ZINC CORPORATION

Per:

Authorized Signatory


LONE MOUNTAIN ZINC LTD.

Per:

Authorized Signatory

MINAURUM GOLD INC.

Per:




Authorized Signatory

*Darrell Bader
President, CEO*

MINAURUM CORP.

Per:



Authorized Signatory

*Darrell Bader
President*

SCHEDULE "A"
Lease Agreement

COPY

Mining Lease Agreement Lone Mountain Project

This Mining Lease Agreement Lone Mountain Project ("Agreement") is made and entered into by and between Owyhee Exploration II LLC, an Idaho limited liability company ("Owner"), and Norvista Capital Corporation, a corporation organized under the Business Corporations Act (Ontario) ("NCC").

Recitals

A. Owner owns the NLM and SLM unpatented mining claims situated in Eureka County Nevada, more particularly described in Exhibit A attached to and by this reference incorporated in this Agreement, sometimes referred to in this agreement as the "Property."

B. Owner desires to lease the Property to NCC on the terms and conditions of this Agreement.

Now, therefore, in consideration of their mutual promises, the parties agree as follows:

1. Definitions. The following defined terms, wherever used in this Agreement, shall have the meanings described below:

1.1 "Area of Interest" means the geographic area within the boundaries depicted in the Area of Interest map which is Exhibit B attached to and by this reference incorporated in this Agreement.

1.2 "Effective Date" means June 2, 2014.

1.3 "Governmental Regulations" means all directives, laws, orders, ordinances, regulations and statutes of any federal, state or local agency, court or office.

1.4 "Lease Year" means each one (1) year period following the Effective Date and each anniversary of the Effective Date.

1.5 "Minerals" means all minerals and mineral materials, including, without limitation, gold, silver, platinum and platinum group metals, base metals (including, for example, antimony, chromium, cobalt, copper, lead, manganese, mercury, nickel, molybdenum, titanium, tungsten, zinc), and other metals and mineral materials which are on, in or under the Property.

1.6 "Minimum Payments" means the minimum advance royalty payments payable by NCC in accordance with Section 4.1.

1.7 "Net Smelter Returns" means the net smelter returns from the production of Minerals from the Property as calculated and determined in accordance with Exhibit 1 attached to this Agreement.

1.8 “NCC” means Norvista Capital Corporation, a corporation incorporated under the Business Corporations Act (Ontario), and its successors and assigns.

1.9 “Owner” means Owyhee Exploration II LLC, an Idaho limited liability company, and its successors and assigns.

1.10 “Precious Metals” means gold, silver and platinum group metals.

1.11 “Property” means the unpatented mining claims situated in Eureka County, Nevada, more particularly described in Exhibit A.

1.12 “Royalty” means the production royalty payable by NCC to Owner in accordance with Section 4.2.

2. Lease and Grant of Rights. Owner leases the Property exclusively to NCC and grants NCC the rights and privileges described in this Section.

2.1 Lease. NCC is granted the right to use the Property including, but without being limited to, the full right, authority and privilege of placing and using excavations, open pit mines, injection and production wells, openings, shafts, ditches and drains, and of constructing, erecting, maintaining, using and, at its election, removing, any and all buildings, structures, plants, roadways, pumps, pipelines, electrical power lines and facilities, stockpiles, waste piles, heap leach pads, tailings ponds and facilities, settling ponds, and all other improvements, property and fixtures for mining, removing, beneficiating, concentrating, smelting, extracting, leaching (in place or otherwise), refining and shipping of ores, Minerals or the products of the same, or for any incidental activities, whether presently contemplated or known to be used in the mining, extraction, production or processing of Minerals, water or geothermal resources, or energy resources. NCC is further granted the right, insofar as Owner lawfully may grant the right, to remove lateral and subjacent supports, to use, cave, subside, consume, or destroy the surface or any part of it, to deposit earth, rocks, waste, ores and materials on any part of the Property.

2.2 Water Rights. Subject to the regulations of the State of Nevada concerning the appropriation and taking of water, NCC shall have the right to appropriate and use water, to drill wells for the water on the Property and to lay and maintain all necessary water lines as may be required by NCC in its operations on the Property.

3. Term. The term of this Agreement shall commence on the Effective Date and shall continue for twenty (20) years, subject to NCC’s right to extend the term of this Agreement for two (2) additional terms of ten (10) years each, and for so long after expiration of the second extension term as NCC conducts exploration for or the development and mining of Minerals on the Property, unless the parties otherwise cancel, terminate or extend this Agreement.

4. Payments. NCC shall make the following payments to Owner:

4.1 Minimum Payments. On the dates described below, NCC shall pay as Minimum Payments to Owner the sums described below:

Date	Payment Amount
Effective Date	\$ 25,000.00
First anniversary of the Effective Date	\$ 25,000.00
Second anniversary of the Effective Date	\$ 25,000.00
Third anniversary of the Effective Date	\$ 25,000.00
Fourth anniversary of the Effective Date	\$ 50,000.00
Fifth anniversary of the Effective Date	\$ 50,000.00
Sixth and each succeeding anniversary of the Effective Date	\$100,000.00

The payment due on the first and each succeeding anniversary of the Effective Date payment shall be adjusted for inflation using the CPI-U, West Region, All Items, index with the base index being the month after the Effective Date and the adjustment index being the month before the payment date.

The Minimum Payments payable on and after the sixth anniversary of the Effective Date shall be credited against NCC's Royalty payment obligation during the Lease Year for which the Minimum Payment is made.

4.2 Production Royalty. NCC shall pay to Owner a production royalty (the "Royalty") based on the Net Smelter Returns from the production and sale of Minerals from the Property. The Royalty percentage rate for Precious Metals shall be three percent (3%) of the Net Smelter Returns and the Royalty percentage rate for all other Minerals shall be two percent (2%) of the Net Smelter Returns.

4.3 Method of Payment. All payments by NCC to Owner shall be paid by check or by wire transfer to an account which Owner designates.

5. Option to Purchase Royalty. NCC shall have the option to purchase a portion of the Royalty representing one-half of one percent (0.5%) of the Net Smelter Returns on or before the third anniversary of the Effective Date for the purchase price of Two Million Dollars (\$2,000,000.00) and the option to purchase an additional one-half of one percent (0.5%) of the Net Smelter Returns on or before the fifth anniversary of the Effective Date for the purchase price of Three Million Dollars (\$3,000,000.00). If NCC exercises its option to purchase a portion of the Royalty as provided in this Section, the effective Royalty percentage rates applicable to both Precious Metals and other Minerals shall be reduced by the portion of the Royalty which NCC purchases.

6. Compliance With The Law. NCC shall, at NCC's sole cost, comply with all Governmental Regulations relating to the condition, use or occupancy of the Property by NCC, including but not limited to all exploration and development work performed by NCC during the term of this Agreement. NCC shall, at its sole cost, promptly comply with all applicable Governmental Regulations regarding reclamation of the Property. Owner agrees to cooperate with NCC in NCC's application for governmental licenses, permits and approvals, the costs of which shall be borne by NCC.

7. NCC's Work Practices and Reporting.

7.1 Work Practices. NCC shall work the Property in a miner-like fashion.

7.2 Inspection of Data. During the term of this Agreement, Owner and Owner's representatives shall have the right to examine and make copies of the technical data regarding the Property in NCC's possession during reasonable business hours and upon prior notice, provided, however, that the rights of Owner to examine such data shall be exercised in a manner that does not interfere with the operations of NCC.

7.3 Reports. On or before three (3) months after the end of each Lease Year, NCC shall deliver to Owner a report of NCC's activities conducted on the Property for the previous Lease Year. The report shall describe NCC's exploration and mining activities, including information about NCC's geological, geochemical and geophysical mapping and surveying of the Property, exploration drilling results and assaying of mineral samples taken from the Property and information about NCC's production and sale of Minerals.

8. Scope of Agreement. This Agreement shall extend to and include the unpatented mining claims described in Exhibit A of this Agreement (and any amendments or relocations of the unpatented mining claims) and the portions of any unpatented mining claims located by the parties which are within the Area of Interest. NCC agrees and covenants that this Section shall be binding on NCC and NCC's affiliates and any assignee of this Agreement and the affiliates of any such assignee.

9. Liens. NCC agrees to pay all indebtedness and liabilities incurred by or for NCC arising from or relating to NCC's activities on the Property, except that NCC need not discharge or release any such lien, charge or encumbrance so long as NCC is contesting the same in good faith. NCC may grant an encumbrance, lien or security interest solely in NCC's interest under this Agreement for the purpose of securing financing for NCC's operations and mineral exploration and development activities.

10. Taxes.

10.1 Real Property Taxes. Owner shall pay any and all taxes assessed and due against the Property before the Effective Date. NCC shall pay promptly before delinquency all taxes and assessments, general, special, ordinary and extraordinary, that may be levied or assessed during

the term of this Agreement upon the Property. All such taxes for the year in which this Agreement is executed and for the year in which this Agreement terminates shall be prorated between Owner and NCC, except that neither Owner nor NCC shall be responsible for the payment of any taxes which are based upon income, net proceeds, production or revenues from the Property assessed solely to the other party.

10.2 Personal Property Taxes. Each party shall promptly when due pay all taxes assessed against such party's personal property, improvements or structures placed or used on the Property.

10.3 Income Taxes. NCC shall not be liable for any taxes levied on or measured by Owner's income, net proceeds or payments made to Owner under this Agreement or under the Deed.

10.4 Delivery of Tax Notices. If Owner receives tax bills or claims which are NCC's responsibility, Owner shall promptly forward them to NCC for payment.

11. Insurance and Indemnity. NCC shall provide, maintain and keep in force comprehensive all risk, public liability insurance against claims for personal injury, including, without limitation, bodily injury, death or property damage occurring on, in or about the Property, such insurance to afford immediate minimum protection to a limit of not less than One Million Dollars (\$1,000,000.00) with respect to personal injury or death to any one or more persons or damage to property. NCC shall on Owner's request furnish to Owner a certificate of all policies of required insurance which shall identify Owner as a named or additional insured. Each policy shall contain a provision that the policy will not be cancelled or materially amended, which terms shall include any reduction in the scope or limits of coverage, without at least fifteen (15) days' prior written notice to Owner. If NCC fails to provide, maintain, keep in force or deliver and furnish to Owner the policies of insurance required under this Section, Owner may, but is not obligated to, procure such insurance or single-interest insurance for such risks covering Owner's interest and NCC shall promptly reimburse Owner for all costs incurred by Owner to obtain the insurance. Owner shall not be liable to NCC and NCC waives all claims against Owner for injury to or death of any person or damage to or destruction of any personal property or equipment or theft of property occurring on or about the Property or arising from or relating to NCC's business conducted on the Property. NCC shall defend, indemnify and hold harmless Owner and its members, officers, directors, agents and employees from and against any and all claims, judgments, damage, demands, losses, expenses, costs or liability arising in connection with injury to person or property from any activity, work, or things done, permitted or suffered by NCC or NCC's agents, partners, servants, employees, invitees or contractors on or about the Property, or from any breach or default by NCC in the performance of any obligation on the part of NCC to be performed under the terms of this Agreement, excluding, however, the negligence of Owner. Owner shall defend, indemnify and hold harmless NCC and its members, officers, directors, agents and employees from and against any and all claims, judgments, damage, demands, losses, expenses, costs or liability arising from or in connection with injury to

person or property from any activity, work, or things done, permitted or suffered by Owner or Owner's agents, partners, servants, employees, invitees or contractors on or about the Property or arising from or relating to any physical condition existing on the Property on the Effective Date.

12. Property Maintenance and Work Commitment.

12.1 Annual Assessment Work. To the extent required by law, beginning with the annual assessment work period of September 1, 2014, to September 1, 2015, and for each subsequent following annual assessment work year commencing during the term of this Agreement, NCC shall perform for the benefit of the Property work of a type customarily deemed applicable as assessment work and of sufficient value to satisfy the annual assessment work requirements of all applicable federal, state and local laws, regulations and ordinances, if any, and shall prepare evidence of the same in form proper for recordation and filing, and shall timely record and/or file such evidence in the appropriate federal, state and local office as required by applicable federal, state and local laws, regulations and ordinances, provided that if NCC elects to terminate this Agreement more than three (3) months before the deadline for performance of annual assessment work for the following annual assessment year, NCC shall have no obligation to perform annual assessment work nor to prepare, record and/or file evidence of the same for the following annual assessment year.

12.2 Federal Mining Claim Maintenance Fees. If under applicable federal laws and regulations federal annual mining claim maintenance fees are required to be paid for the unpatented mining claims which constitute all or part of the Property, beginning with the annual assessment work period of September 1, 2014, to September 1, 2015, NCC shall timely and properly pay the federal annual mining claim maintenance fees, and shall execute and record or file, as applicable, proof of payment of the federal annual mining claim maintenance fees and of Owner's intention to hold the unpatented mining claims which constitute the Property. If NCC elects to terminate this Agreement more than three (3) months before the deadline for payment of the federal annual mining claim maintenance fees for the following annual assessment year, NCC shall have no obligation to pay the federal annual mining claim maintenance fees for the Property for the following assessment year. If NCC does not terminate this Agreement more than three (3) months before the deadline for payment of the federal annual mining claim maintenance fees for the following annual assessment year, NCC shall pay the annual maintenance fees for the Property for the following assessment year.

12.3 Work Commitment. NCC shall incur expenditures in the amounts and during the periods described below for the exploration for and development of Minerals on the Property or in the Area of Interest. Qualified expenditures shall include, by way of illustration and not by limitation, the costs of geological, geochemical and geophysical mapping, reconnaissance, and surveying; drilling; environmental compliance; feasibility studies; sample collection; assaying of samples; consulting services; direct costs of employment of NCC's employees working directly on the Property or in the Area of Interest; equipment, materials and supplies; fees paid to governmental agencies for applications for approvals, consents, licenses and permits for NCC's

operations on the Property or in the Area of Interest; and costs and fees paid to maintain the Property, including federal annual mining claim maintenance fees for unpatented mining claims. NCC's excess expenditures during any period shall be carried forward and shall be credited against NCC's work commitment obligations in subsequent periods.

Lease Year	Expenditure Amount
First Lease Year	\$50,000
Second Lease Year	\$50,000
Third Lease Year	\$50,000
Fourth Lease Year	\$100,000
Fifth Lease Year	\$100,000

If NCC does not expend the requisite amount of qualified expenditures during any period, NCC may elect to pay Owner the amount equal the difference between the requisite amount and the amount of NCC's actual qualified expenditures during such period (the "Differential"). If NCC so elects, it shall pay the Differential to Owner within forty-five (45) days after expiration of the applicable period. If NCC does not expend the requisite qualified expenditures in any period and does not elect to pay the Differential of the deficiency in such qualified expenditures, Owner may deliver notice of NCC's failure to do so and if within thirty (30) business days following NCC's receipt of Owner's notice NCC does not pay the Differential, NCC's failure to pay the Differential shall be a default by NCC and Owner may terminate this Agreement in accordance with Section 18.

13. Amendment of Mining Laws. The parties acknowledge that legislation for the amendment or repeal of the mining laws of the United States applicable to the Property has been, and in the future may be, considered by the United States Congress. The parties desire to insure that any and all interests of the parties in the lands subject to the unpatented mining claims which comprise all or part of the Property, including any rights or interests acquired in such lands under the mining laws as amended, repealed or superseded, shall be part of the Property and shall be subject to this Agreement. If the mining laws applicable to the unpatented mining claims subject to this Agreement are amended, repealed or superseded, the conversion or termination of Owner's interest in the Property pursuant to such amendment, repeal or supersession of the mining laws shall not be considered a deficiency or defect in Owner's title in the Property, and NCC shall have no right or claim against Owner resulting from the conversion, diminution, or loss of Owner's interest in and to the Property, except as expressly provided in this Agreement. If pursuant to any amendment or supersession of the mining laws Owner is granted the right to convert its interest in the unpatented mining claims comprising the Property to a permit, license, lease, or other right or interest, all converted interests or rights shall be deemed to be part of the Property subject to this Agreement. Upon the grant or issuance of such converted interests or rights, the parties shall execute and deliver an addendum to this Agreement, in recordable form, by which such converted interests or rights are made subject to this Agreement. Owner's indemnification obligations under Section 11 shall apply to Owner's inspection activities.

14. Relationship of the Parties.

14.1 No Partnership. This Agreement shall not be deemed to constitute any party, in its capacity as such, the partner, agent or legal representative of any other party, or to create any joint venture, partnership, mining partnership or other partnership relationship between the parties.

14.2 Competition. Except as expressly provided in this Agreement, each party shall have the free and unrestricted right independently to engage in and receive the full benefits of any and all business endeavors of any sort outside the Property or outside the scope of this Agreement, whether or not competitive with the endeavors contemplated under this Agreement, without consultation with or participation of the other party. In particular, without limiting the foregoing, neither party to this Agreement shall have any obligation to the other as to any opportunity to acquire any interest, property or right offered to it outside the scope of this Agreement.

14.3 Limitation. NCC's performance of its duties and obligations under this Agreement shall not obligate NCC to perform any additional services to Owner, nor, except as expressly provided in this Agreement, to conduct or to invest any funds of any nature whatsoever in the exploration of, development or production of minerals on or under the Property. NCC may explore, conduct geological, geochemical and geophysical investigations, drill, sample or otherwise explore for or develop Minerals in the manner and to the extent that NCC, in its sole discretion, deems advisable. Only the express duties and obligations described in this Agreement are binding on NCC and NCC shall have no duties or obligations, implied or otherwise, to explore for, develop or mine minerals. Owner acknowledges that NCC's express undertakings under this Agreement and the Minimum Payments are in lieu of any implied duties or obligations.

15. Inspection. Owner or Owner's duly authorized representatives shall be permitted to enter on the Property and NCC's workings at reasonable times and on five (5) days' advance notice to NCC for the purpose of inspection, but they shall enter on the Property at their own risk and in such a manner which does not unreasonably hinder, delay or interfere with NCC's operations. Owner's indemnification obligations in Section 11 shall apply to Owner's inspection activities. If NCC is conducting exploration, development or mining during Owner's inspection, Owner agrees that Owner will comply with all of NCC's safety rules and regulations, including the requirement that Owner and Owner's representatives be accompanied by NCC's representatives during the inspection.

16. Representations and Warranties.

16.1 Title. Except as expressly provided in this Agreement, Owner represents to its knowledge and belief as follows: (a) the unpatented mining claims which are part of the Property were properly located in accordance with applicable federal and state laws and regulations; (b) the unpatented mining claims which are part of the Property are in good

standing; and (c) subject to the paramount title of the United States, the unpatented mining claims are free and clear of adverse claims, liens, or encumbrances. Owner represents and warrants that it has not created or granted any claims, encumbrances, liens or royalties against the Property and that Owner has not received from any third party notice of a claim, encumbrance, lien or royalty. Owner disclaims any representation or warranty concerning the existence or proof of a discovery of locatable minerals on or under the Property.

16.2 Title Remedies. If Owner owns an interest in the Property which is less than the entire interest, except such lesser interests as are described in this Agreement, NCC may seek any remedies available to it at law or in equity, including, but not limited to, acquisition of any interest not owned by Owner, the restitution of any and all payments made by NCC pursuant to this Agreement, recovery of costs incurred by NCC pursuant to this Agreement, termination or rescission of this Agreement and recovery of damages incurred by NCC. If Owner fails to promptly remedy any defects in title or to pay, when due, mortgages or other liens against the Property, NCC shall have the right, but shall not be obligated, to remedy such defects or to pay such amounts, and if it does so, NCC shall be subrogated to all the rights of the holder of such rights. NCC shall have the right to offset and credit against payments due to Owner all of NCC's costs incurred and payments made to remedy such defects or to pay such amounts, including any and all costs incurred by NCC to acquire from any third party any interest in the Property or any portion of the Property. If NCC acts to remedy such defects, such action shall not constitute an election of remedies on part of NCC.

16.3 Lesser Interest. If Owner owns an interest in the Property which is less than the entire and undivided estate in the Property, the Minimum Payments and the Royalty payments shall be reduced proportionately in accordance with the nature and extent of Owner's interest so that the Minimum Payments and the Royalty payments shall be paid to Owner only in the proportion that Owner's interest bears to the entire and undivided estate in the Property. Such reduction shall in no way be construed as a measure of damages that may be suffered by NCC or to in any way limit the rights of NCC to seek the remedies available to it.

16.4 Escrow for Disputes. If at any time a third party asserts a claim of ownership in the Property or the Minerals which is adverse to the interest of Owner or NCC, or if NCC is advised by legal counsel for NCC that it appears that a third party may have such a claim, NCC may deposit any payments which would otherwise be due to Owner into escrow and give notice of such deposit to Owner. In the event of a dispute as to ownership of the Property, the Minerals, the surface of the Property, or the Royalty, payment of the Minimum Payments or the Royalties may be deferred until twenty (20) days after NCC is furnished satisfactory evidence that such dispute has been finally settled and all provisions as to keeping this Agreement in force shall relate to such extended time for payment.

16.5 Survival of Remedies. The provisions of this Section shall survive any termination of this Agreement.

17. Covenants, Warranties and Representations. Each of the parties covenants, warrants and represents for itself as follows:

17.1 Compliance with Laws. That it has complied with all applicable laws and regulations of any governmental body, federal, state or local, regarding the terms of and performance of its obligations under this Agreement. Each party shall maintain its standing as a business entity in accordance with the laws of the jurisdiction of its organization.

17.2 No Pending Proceedings. That there are no lawsuits or proceedings pending or threatened which affect its ability to perform the terms of this Agreement.

17.3 Costs. That it shall pay all costs and expenses incurred or to be incurred by it in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement.

17.4 Brokers. That it has had no dealings with any agent, broker or finder in connection with this Agreement, and shall indemnify, defend and hold the other party harmless from and against any claims that may be asserted through such party that any agent's broker's or finder's fee is due in connection with this Agreement.

17.5 Patriot Act. That it is not on the Specially Designated National & Blocked Persons List of the Office of Foreign Assets Control of the United States Treasury Department and is not otherwise blocked or banned by any foreign assets office rule or any other law or regulation, including the USA Patriot Act or Executive Order 13224.

18. Termination by Owner. Any failure by NCC to perform any of its covenants, liabilities, obligations or responsibilities under this Agreement shall be a default. Owner may give NCC written notice of a default. If the default is not remedied within thirty (30) days after receipt of the notice, provided the default can reasonably be cured within that time, or, if not, if NCC has not within that time commenced action to cure the same or does not after such commencement diligently prosecute such action to completion, Owner may terminate this Agreement by delivering notice to NCC of Owner's termination of this Agreement, provided that if NCC contests Owner's notice of default or Owner's assertion that NCC has not timely cured or commenced action to cure the alleged default, Owner may not terminate this Agreement unless and until issues of the alleged default and failure to cure the alleged default had been determined by a court of competent jurisdiction. In such case, NCC shall have such time as provided by the decree or order of the court having jurisdiction of the dispute concerning the alleged default or failure to cure the alleged default. On termination of this Agreement based on NCC's default, within ten (10) days NCC shall execute and deliver to Owner a release and termination of this Agreement in form acceptable for recording.

19. Termination and Surrender of Mining Claims by NCC. NCC may at any time terminate this Agreement by giving written notice to Owner. If NCC terminates this Agreement, NCC shall perform all obligations and pay all payments which accrue or become due before the

termination date. On NCC's termination of this Agreement, within ten (10) days NCC shall execute and deliver to Owner a release and termination of this Agreement in form acceptable for recording. During the term of this Agreement, NCC may at any time surrender any unpatented mining claim which constitutes part of the Property. If during the term of this Agreement, NCC intends to surrender any unpatented mining claim, it shall give written notice to Owner. Owner shall have thirty (30) days following Owner's receipt of NCC's notice during which to notify NCC that Owner requests a reconveyance to Owner of the mining claim proposed to be surrendered by NCC. If Owner does not timely request a reconveyance of the mining claim, Owner shall be deemed to have irrevocably waived its right to request a reconveyance of the surrendered mining claim and NCC may abandon such mining claim without further obligation to Owner. If Owner timely requests that NCC reconvey the mining claim, NCC shall promptly execute and deliver to Owner a quitclaim deed of NCC's right, title and interest in and to the mining claim proposed to be surrendered. At such time Owner shall assume and perform all duties, obligations and responsibilities in respect of the mining claim which accrue or arise after the date of NCC's execution of the quitclaim deed, except that NCC shall pay the federal annual mining claim maintenance fees for the surrendered mining claim if the surrender occurs within three (3) months of the payment deadline. Owner shall defend, indemnify and hold harmless NCC from any claims, damages, liabilities, losses or responsibilities arising from or relating to Owner's activities on, ownership, possession or use of the reconveyed mining claim.

20. Force Majeure. NCC's obligations under this Agreement, except its obligations to pay the Minimum Payments and their obligations under Sections 6, 7.3, 9 10, 11, 12.2, 21, 22, and 23, shall be suspended during the time and to the extent that NCC is prevented from compliance, in whole or in part, by war or war conditions (actual or potential), earthquake, fire, flood, strike, labor stoppage, accident, riot, unavoidable casualty, act or restraint, present or future, or any lawful authority, statute, act of God, act of public enemy, inability to obtain or delays in obtaining governmental approvals, consents, licenses or permits (including any of the foregoing relating to the change of the use or points of diversion and use of water resources), labor or transportation, or other delays or cause of the same or other character beyond the reasonable control of NCC. If NCC invokes force majeure, it shall notify Owner in writing within ten (10) days of the force majeure event and shall diligently attempt to cure, end or remediate the force majeure event. NCC shall notify Owner in writing within ten (10) days of termination of the force majeure event.

21. Surrender of Property. On expiration or termination of this Agreement, NCC shall surrender the Property promptly to Owner and at NCC's sole cost shall remove from the Property all of NCC's buildings, equipment and structures. NCC shall reclaim the Property in accordance with all applicable Governmental Regulations.

22. Data. Promptly following the parties' execution of this Agreement, Owner shall deliver to NCC copies of all of the technical and title data Owner possesses regarding the Property and the Area of Interest. Within thirty (30) days following termination of this Agreement, NCC shall

deliver to Owner copies of the technical data regarding the Property in NCC's possession at the time of termination which before termination NCC has not furnished to Owner.

23. Confidentiality. The data and information, including the terms of this Agreement, coming into Owner's possession by virtue of this Agreement shall be deemed confidential and shall not be disclosed to outside third parties except as may be required to publicly record or protect title to the Property or to publicly announce and disclose information under Governmental Regulations or under the rules and regulations of any stock exchange on which the stock of Owner, or the parent or affiliates of such party, is listed. If Owner negotiates for a transfer of all or any portion of Owner's interest in the Property or under this Agreement or negotiates to procure financing or loans relating to the Property, in order to facilitate any such negotiations Owner shall have the right to furnish information to third parties, provided that each third party to whom the information is disclosed agrees to maintain its confidentiality in the manner provided in this Section.

24. Assignment.

24.1 NCC's Assignment. Owner acknowledges that NCC intends to assign its rights and interests in this Agreement and the Property to a subsidiary of Goldspike Exploration Inc., a corporation organized under the Business Corporations Act (Ontario) ("Goldspike") whose shares are listed for trading on the Toronto Venture Exchange. NCC may assign its interest in this Agreement and the Property to the Subsidiary on the condition that the Subsidiary agrees in writing to assume and perform all of NCC's obligations under this Agreement. NCC agrees and covenants to use commercially reasonable efforts to cause Goldspike to agree in writing to guarantee the following obligations of the Subsidiary: payment of the minimum payments under Section 4.1, payment of liens claimed against the Property under Section 9 and acquisition and maintenance of insurance under Section 11. On the assignment of NCC's interest in this Agreement and the Property, NCC shall have no further obligations under this Agreement. Thereafter the Subsidiary shall not assign, convey, encumber, sublease, grant any concession, or license or otherwise transfer (each a "Transfer") all or any part of its interest in this Agreement or the Property, without, in each case, Owner's prior written consent, which shall not be withheld unreasonably. Owner shall respond to Subsidiary's request for consent within ten (10) days following Owner's receipt of Subsidiary's request, and if Owner does not timely inform Subsidiary that Owner does not consent to the proposed Transfer, Owner shall be deemed to have approved the Transfer. If Owner denies Subsidiary's request for consent to the proposed Transfer, Owner shall deliver to Subsidiary a written statement of Owner's reasons for denial of Subsidiary's request for consent and, if Subsidiary contests Owner's denial of the Subsidiary's request for consent, Owner shall be barred and estopped from asserting as the basis for Owner's denial of consent any reason which is not expressly described in Owner's statement. Subsidiary shall have the right, without Owner's prior written consent, to assign, convey, sublease, license or otherwise transfer all or any part of its interest in this Agreement or the Property, to any affiliated or subsidiary company of Subsidiary or any joint venture, limited liability company or partnership of which Subsidiary is a member. Each assignee of any interest in this Agreement

shall execute and deliver an instrument by which the assignee and its affiliates agree to assume and perform the obligations of the assignor under this Agreement, including, in particular, the obligations under Section 8.

24.2 Owner's Assignment. Owner shall have the right to assign or otherwise transfer all or any part of its interest in this Agreement or the Property. No change in Ownership of Owner's interest in the Property shall affect NCC's obligations under this Agreement unless and until Owner delivers and NCC receives copies of the documents which demonstrate the change in Ownership of Owner's interest. Until NCC receives Owner's notice and the documents required to be delivered under this Section, NCC may continue to make all payments under this Agreement as if the transfer of Owner's Ownership interest had not occurred. No division of Owner's Ownership as to all or any part of the Property shall enlarge NCC's obligations or diminish NCC's rights under this Agreement.

25. Memorandum Agreement. The parties shall execute and deliver a memorandum of this Agreement. The execution of the memorandum shall not limit, increase or in any manner affect any of the terms of this Agreement or any rights, interests or obligations of the parties.

26. Notices. Any notices required or authorized to be given by this Agreement shall be in writing and shall be sent either by commercial courier, facsimile, or by certified U.S. mail, postage prepaid and return receipt requested, addressed to the proper party at the address stated below or such address as the party shall have designated to the other parties in accordance with this Section. Such notice shall be effective on the date of receipt by the addressee party, except that any facsimiles received after 5:00 p.m. of the addressee's local time shall be deemed delivered the next day.

If to Owner: Owyhee Exploration II LLC
2330 West Joppa Road, #330
Lutherville, MD 21093

If to NCC: Norvista Capital Corporation
4 King Street, Suite 1500
Toronto, Ontario M5H 1B6

27. Binding Effect of Obligations. This Agreement shall be binding upon and inure to the benefit of the respective parties and their successors or assigns.

28. Entire Agreement. The parties agree that the entire agreement between them is written in this Agreement and in a memorandum of agreement of even date. This Agreement supersedes the Summary of Financial Terms signed by the parties effective April 9, 2014. There are no terms or conditions, express or implied, other than expressly stated in this Agreement. This Agreement may be amended or modified only by a written instrument signed by the parties with the same formality as this Agreement.

29. Governing Law and Forum Selection. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. The forum for any action regarding the construction or enforcement of this Agreement shall be the Second Judicial District Court, Washoe County, Reno, Nevada.

30. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same Agreement.

31. Severability. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any Governmental Regulations, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid. The parties have executed this Agreement effective as of the Effective Date.

Owyhee Exploration II LLC

By _____
Christopher Goelet, Manager

Norvista Capital Corporation

By _____
Donald Christie, President

Owyhee Exploration II LLC

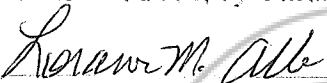
By 
Christopher Goelet, Manager

Norvista Capital Corporation

By 
Donald H. Christie, President

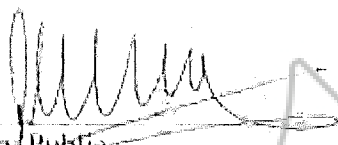
State of Maryland)
County of Baltimore) ss.

This Memorandum of Mining Lease Lone Mountain Project was acknowledged before me on June 2, 2014, by Christopher Goelet, the Manager of Owyhee Exploration II LLC,


Notary Public

_____))
_____) ss.
_____)

This Memorandum of Mining Lease Agreement Lone Mountain Project was acknowledged before me on June 2, 2014, by Donald H. Christie, the President of Norvista Capital Corporation.


Notary Public

DAVID GARDOS
Barrister & Solicitor
PETERSON LAW PROFESSIONAL CORPORATION
300 Bay Street, Suite 808
Toronto, ON M5H 2Y2
Telephone: (647) 259-1786

DO NOT MARK, PRINT, SIGN OR TYPE OUTSIDE THE LINED MARGIN

2



0227558

Book: 567

Page: 127

06/25/2014

Page: 2 of 10

Owyhee Exploration II LLC

By _____
Christopher Goelet, Manager

Norvista Capital Corporation

By _____
Donald H. Christie, President

_____)
_____) ss.
_____)

This Memorandum of Mining Lease Lone Mountain Project was acknowledged before me on June , 2014, by Christopher Goelet, the Manager of Owyhee Exploration II LLC.

Notary Public

_____)
_____) ss.
_____)

This Memorandum of Mining Lease Agreement Lone Mountain Project was acknowledged before me on June 2, 2014, by Donald H. Christie, the President of Norvista Capital Corporation.

Notary Public

DAVID GARDOS
Barrister & Solicitor
PETERSON LAW PROFESSIONAL CORPORATION
390 Bay Street, Suite 808
Toronto, ON M5H 2Y2
Telephone: (647) 259-1786

DO NOT MARK, PRINT, SIGN OR TYPE OUTSIDE THE LINED MARGIN



**Memorandum of Mining Lease Agreement
Lone Mountain Project**

Exhibit A

**Description of Property
Eureka County Nevada**

DO NOT MARK, PRINT, SIGN OR TYPE OUTSIDE THE LINED MARGIN



Exhibit A
Description of Property
Eureka County Nevada

Claim No.	Country Instrument #	Nevada NMC/BLM Serial #	Claim No.	Country Instrument #	Nevada NMC/BLM Serial #
NLM No. 11	199727	903196	NLM 51	213881	1014486
NLM No. 12	199728	903197	NLM 52	213882	1014487
NLM No. 13	199729	903198	NLM 53	213883	1014488
NLM No. 14	199730	903199	NLM 54	213884	1014489
NLM No. 16	199731	903200	NLM 55	213885	1014490
NLM No. 17	199732	903201	NLM 56	213886	1014491
NLM No. 18	199733	903202	NLM 57	213887	1014492
NLM No. 19	199734	903203	NLM 58	213888	1014493
NLM No. 20	199735	903204	NLM 59	213889	1014494
NLM No. 21	199736	903205	NLM 60	213890	1014495
NLM No. 22	199737	903206	NLM 61	213891	1014496
NLM No. 23	199738	903207	NLM 62	213892	1014497
NLM No. 24	199739	903208	NLM 63	213893	1014498
NLM No. 25	199740	903209	NLM 64	213894	1014499
NLM No. 26	199741	903210	NLM 65	213895	1014500
NLM No. 27	199742	903211	NLM 66	213896	1014501
NLM No. 28	199743	903212	NLM 67	213897	1014502
NLM No. 29	199744	903213	NLM 68	213898	1014503
NLM No. 30	199745	903214	NLM 69	213899	1014504
NLM No. 31	199746	903215	NLM 70	213900	1014505
NLM No. 32	199747	903216	NLM 71	213901	1014506
NLM No. 33	199748	903217	NLM 72	213902	1014507
NLM No. 34	199749	903218	NLM 73	213903	1014508
NLM No. 35	199750	903219	NLM 74	213904	1014509
NLM No. 36	199751	903220	NLM 75	213905	1014510
NLM No. 38	199752	903221	NLM 76	213906	1014511
NLM No. 39	199753	903222	NLM 77	213907	1014512
NLM No. 40	199754	903223	NLM 78	213908	1014513
NLM No. 41	199755	903224	NLM 79	213909	1014514
NLM 43	215441	1026972	NLM 80	213910	1014515
NLM 44	215442	1026973	NLM 81	213911	1014516
NLM 45	213875	1014480	NLM 82	213912	1014517
NLM 46	213876	1014481	NLM 83	213913	1014518
NLM 47	213877	1014482	NLM 84	213914	1014519
NLM 48	213878	1014483	NLM 85	213915	1014520
NLM 49	213879	1014484	NLM 86	213916	1014521
NLM 50	213880	1014485	NLM 87	213917	1014522



0227558

Book: 567
Page: 130

06/25/2014
Page: 5 of 10

Exhibit A
Description of Property
Eureka County Nevada

Claim No.	Country Instrument #	Nevada NMC/BLM Serial #
NLM 88	213918	1014523
NLM 89	213919	1014524
NLM 90	213920	1014525
NLM 91	213921	1014526
NLM 92	213922	1014527
NLM 93	213923	1014528
NLM 94	213924	1014529
NLM 95	214992	1024078
NLM 96	213925	1014530
NLM 97	213926	1014531
NLM 98	213927	1014532
NLM 99	213928	1014533
NLM 100	213929	1014534
NLM 101	213930	1014535
NLM 102	227035	1100849
NLM 103	227036	1100850
NLM 104	227037	1100851
NLM 105	227038	1100852
NLM 106	227039	1100853
NLM 107	227040	1100854
SLM No. 2	199758	903071
SLM No. 4	199759	903072
SLM No. 14	199761	903074
SLM No. 15	199762	903075
SLM No. 16	199763	903076
SLM No. 17	199764	903077
SLM No. 18	199765	903078
SLM No. 19	199766	903079
SLM No. 20	199767	903080
SLM No. 21	199768	903081
SLM No. 22	199769	903082
SLM No. 23	199770	903083
SLM No. 24	199771	903084
SLM No. 25	199772	903085
SLM No. 26	199773	903086
SLM No. 27	199774	903087
SLM No. 36	199783	903096
SLM No. 38	199785	903098
SLM No. 39	199786	903099
SLM No. 40	199787	903100
SLM No. 41	199788	903101
SLM No. 42	199789	903102

Claim No.	Country Instrument #	Nevada NMC/BLM Serial #
SLM No. 43	199790	903103
SLM No. 44	199791	903104
SLM No. 45	199792	903105
SLM No. 46	199793	903106
SLM No. 47	199794	903107
SLM No. 48	199795	903108
SLM No. 49	199796	903109
SLM No. 50	199797	903110
SLM No. 51	199798	903111
SLM No. 52	199799	903112
SLM No. 53	199800	903113
SLM No. 54	199801	903114
SLM No. 55	199802	903115
SLM No. 56	199803	903116
SLM No. 101	199853	903166
SLM No. 102	199852	903165
SLM No. 103	199851	903164
SLM No. 104	199850	903163
SLM No. 105	199849	903162
SLM No. 106	199848	199848
SLM No. 107	199847	199847
SLM No. 108	199846	199846
SLM No. 109	206112	934008
SLM No. 110	206113	934009
SLM No. 111	206114	934010
SLM No. 112	206115	934011
SLM No. 113	206116	934012
SLM No. 114	206117	934013
SLM No. 123	199855	903168
SLM No. 124	199856	903169
SLM No. 125	199857	903170
SLM No. 126	199858	903171
SLM No. 127	199859	903172
SLM No. 128	199860	903173
SLM No. 167	199871	903184
SLM No. 169	199873	903186
SLM No. 170	199874	903187
SLM No. 171	199875	903188
SLM No. 172	199876	903189
SLM No. 173	199877	903190
SLM No. 174	199878	903191
SLM No. 175	199879	903192



0227558

Exhibit A
Description of Property
Eureka County Nevada

Claim No.	Country Instrument #	Nevada NMC/BLM Serial #
SLM No. 176	199880	903193
SLM No. 177	199881	903194
SLM No. 178	199882	903195
SLM No. 179	200170	906329
SLM No. 180	200171	906330
SLM No. 181	200172	906331
SLM No. 182	200173	906332
SLM No. 183	200174	906333
SLM No. 185	200176	906335
SLM No. 187	200178	906337
SLM No. 209	200200	906359
SLM No. 211	200202	906361
SLM No. 212	200203	906362
SLM No. 213	200204	906363
SLM No. 214	200205	906364
SLM No. 215	200206	906365
SLM No. 216	200207	906366
SLM No. 217	200208	906367



0227558

Book: 567

Page: 132

06/25/2014

Page: 7 of 10

Exhibit A
Description of Property
Eureka County Nevada

Claim No.	Country Instrument #	Nevada NMC/BLM Serial #	Claim No.	Country Instrument #	Nevada NMC/BLM Serial #
NLM No. 11	199727	903196	NLM 51	213881	1014486
NLM No. 12	199728	903197	NLM 52	213882	1014487
NLM No. 13	199729	903198	NLM 53	213883	1014488
NLM No. 14	199730	903199	NLM 54	213884	1014489
NLM No. 16	199731	903200	NLM 55	213885	1014490
NLM No. 17	199732	903201	NLM 56	213886	1014491
NLM No. 18	199733	903202	NLM 57	213887	1014492
NLM No. 19	199734	903203	NLM 58	213888	1014493
NLM No. 20	199735	903204	NLM 59	213889	1014494
NLM No. 21	199736	903205	NLM 60	213890	1014495
NLM No. 22	199737	903206	NLM 61	213891	1014496
NLM No. 23	199738	903207	NLM 62	213892	1014497
NLM No. 24	199739	903208	NLM 63	213893	1014498
NLM No. 25	199740	903209	NLM 64	213894	1014499
NLM No. 26	199741	903210	NLM 65	213895	1014500
NLM No. 27	199742	903211	NLM 66	213896	1014501
NLM No. 28	199743	903212	NLM 67	213897	1014502
NLM No. 29	199744	903213	NLM 68	213898	1014503
NLM No. 30	199745	903214	NLM 69	213899	1014504
NLM No. 31	199746	903215	NLM 70	213900	1014505
NLM No. 32	199747	903216	NLM 71	213901	1014506
NLM No. 33	199748	903217	NLM 72	213902	1014507
NLM No. 34	199749	903218	NLM 73	213903	1014508
NLM No. 35	199750	903219	NLM 74	213904	1014509
NLM No. 36	199751	903220	NLM 75	213905	1014510
NLM No. 38	199752	903221	NLM 76	213906	1014511
NLM No. 39	199753	903222	NLM 77	213907	1014512
NLM No. 40	199754	903223	NLM 78	213908	1014513
NLM No. 41	199755	903224	NLM 79	213909	1014514
NLM 43	215441	1026972	NLM 80	213910	1014515
NLM 44	215442	1026973	NLM 81	213911	1014516
NLM 45	213875	1014480	NLM 82	213912	1014517
NLM 46	213876	1014481	NLM 83	213913	1014518
NLM 47	213877	1014482	NLM 84	213914	1014519
NLM 48	213878	1014483	NLM 85	213915	1014520
NLM 49	213879	1014484	NLM 86	213916	1014521
NLM 50	213880	1014485	NLM 87	213917	1014522



0227558

Exhibit A
Description of Property
Eureka County Nevada

Claim No.	Country Instrument #	Nevada NMC/BLM Serial #
NLM 88	213918	1014523
NLM 89	213919	1014524
NLM 90	213920	1014525
NLM 91	213921	1014526
NLM 92	213922	1014527
NLM 93	213923	1014528
NLM 94	213924	1014529
NLM 95	214992	1024078
NLM 96	213925	1014530
NLM 97	213926	1014531
NLM 98	213927	1014532
NLM 99	213928	1014533
NLM 100	213929	1014534
NLM 101	213930	1014535
NLM 102	227035	1100849
NLM 103	227036	1100850
NLM 104	227037	1100851
NLM 105	227038	1100852
NLM 106	227039	1100853
NLM 107	227040	1100854
SLM No. 2	199758	903071
SLM No. 4	199759	903072
SLM No. 14	199761	903074
SLM No. 15	199762	903075
SLM No. 16	199763	903076
SLM No. 17	199764	903077
SLM No. 18	199765	903078
SLM No. 19	199766	903079
SLM No. 20	199767	903080
SLM No. 21	199768	903081
SLM No. 22	199769	903082
SLM No. 23	199770	903083
SLM No. 24	199771	903084
SLM No. 25	199772	903085
SLM No. 26	199773	903086
SLM No. 27	199774	903087
SLM No. 36	199783	903096
SLM No. 38	199785	903098
SLM No. 39	199786	903099
SLM No. 40	199787	903100
SLM No. 41	199788	903101
SLM No. 42	199789	903102

Claim No.	Country Instrument #	Nevada NMC/BLM Serial #
SLM No. 43	199790	903103
SLM No. 44	199791	903104
SLM No. 45	199792	903105
SLM No. 46	199793	903106
SLM No. 47	199794	903107
SLM No. 48	199795	903108
SLM No. 49	199796	903109
SLM No. 50	199797	903110
SLM No. 51	199798	903111
SLM No. 52	199799	903112
SLM No. 53	199800	903113
SLM No. 54	199801	903114
SLM No. 55	199802	903115
SLM No. 56	199803	903116
SLM No. 101	199853	903166
SLM No. 102	199852	903165
SLM No. 103	199851	903164
SLM No. 104	199850	903163
SLM No. 105	199849	903162
SLM No. 106	199848	199848
SLM No. 107	199847	199847
SLM No. 108	199846	199846
SLM No. 109	206112	934008
SLM No. 110	206113	934009
SLM No. 111	206114	934010
SLM No. 112	206115	934011
SLM No. 113	206116	934012
SLM No. 114	206117	934013
SLM No. 123	199855	903168
SLM No. 124	199856	903169
SLM No. 125	199857	903170
SLM No. 126	199858	903171
SLM No. 127	199859	903172
SLM No. 128	199860	903173
SLM No. 167	199871	903184
SLM No. 169	199873	903186
SLM No. 170	199874	903187
SLM No. 171	199875	903188
SLM No. 172	199876	903189
SLM No. 173	199877	903190
SLM No. 174	199878	903191
SLM No. 175	199879	903192



0227558

Book 567 06/25/2014
Page 134 Page: 9 of 10

Exhibit A
Description of Property
Eureka County Nevada

Claim No.	Country Instrument #	Nevada NMC/BLM Serial #
SLM No. 176	199880	903193
SLM No. 177	199881	903194
SLM No. 178	199882	903195
SLM No. 179	200170	906329
SLM No. 180	200171	906330
SLM No. 181	200172	906331
SLM No. 182	200173	906332
SLM No. 183	200174	906333
SLM No. 185	200176	906335
SLM No. 187	200178	906337
SLM No. 209	200200	906359
SLM No. 211	200202	906361
SLM No. 212	200203	906362
SLM No. 213	200204	906363
SLM No. 214	200205	906364
SLM No. 215	200206	906365
SLM No. 216	200207	906366
SLM No. 217	200208	906367



0227558

Book: 567
Page: 135

06/25/2014
Page: 10 of 10

**Mining Lease Agreement
Lone Mountain Project**

**Exhibit B
Area of Interest Map**

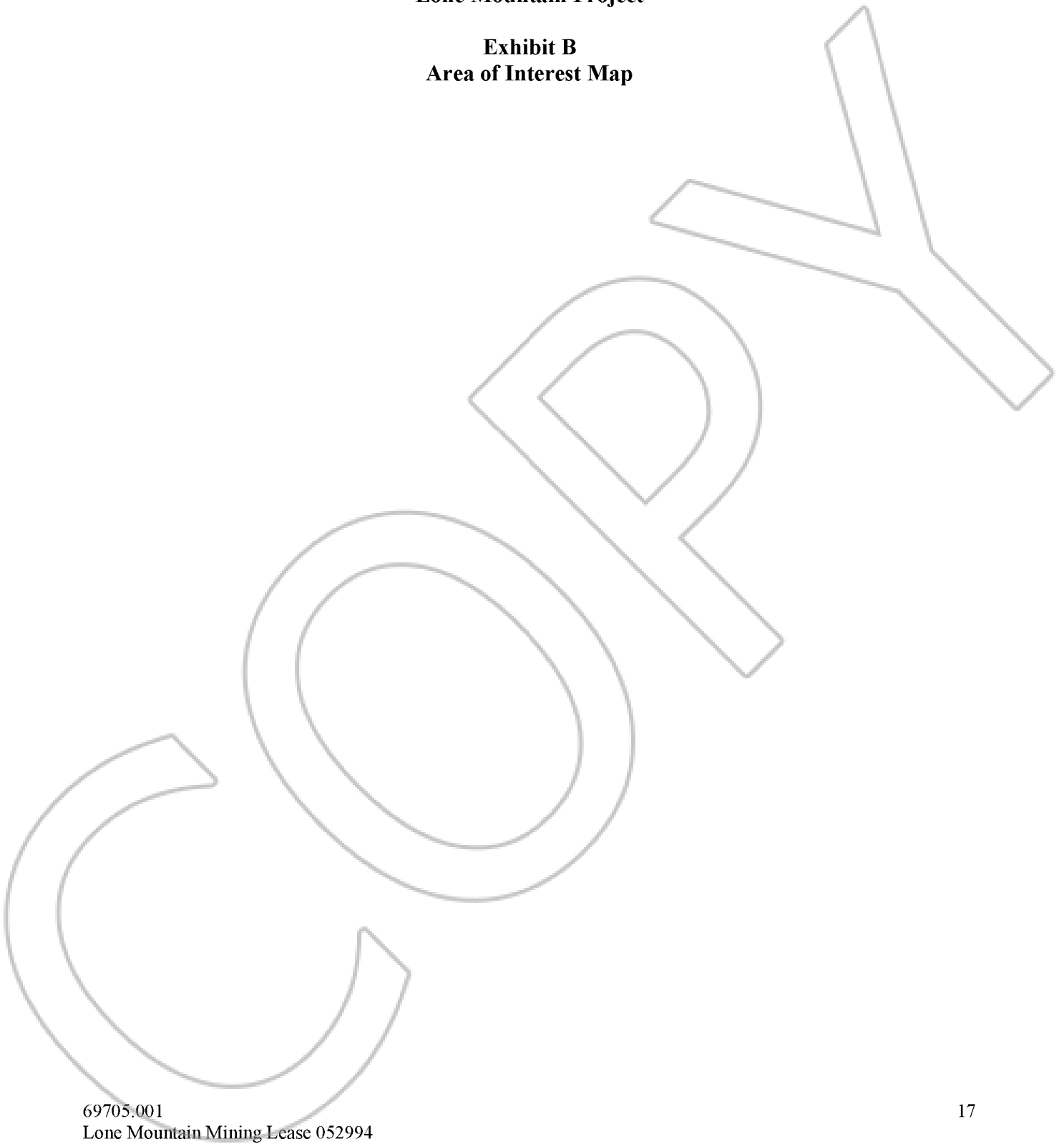
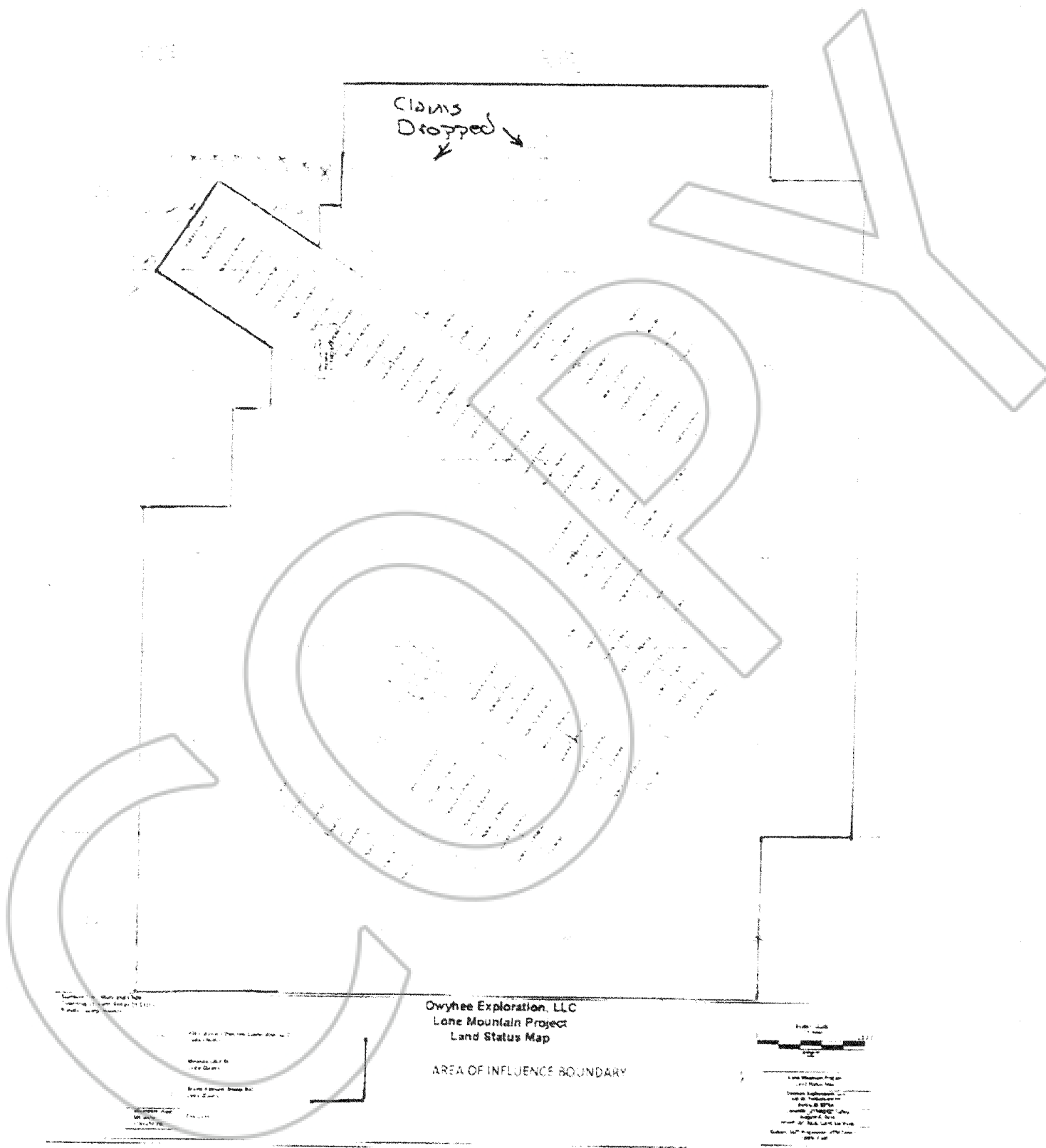


EXHIBIT B



SCHEDULE "B"
First Assignment Agreement

COPY

ASSIGNMENT AGREEMENT

THIS AGREEMENT made as of the 16th day of June, 2014.

A M O N G:

GOLDSPIKE EXPLORATION INC.

(hereinafter called "Goldspike")

OF THE FIRST PART

NORVISTA CAPITAL CORPORATION

(hereinafter called "Norvista")

OF THE SECOND PART

LONE MOUNTAIN ZINC LTD.

(a wholly-owned subsidiary of Goldspike and hereinafter called "Lone Mountain")

OF THE THIRD PART

WHEREAS Norvista and Owyhee Exploration II LLC ("Owyhee") entered into a mining lease agreement dated June 2, 2014 (the "**Lease Agreement**"), a copy of which is attached as Schedule "A" hereto;

AND WHEREAS pursuant to the Lease Agreement, Norvista acquired a continual lease from Owyhee of a 100% undivided interest in 170 unpatented mineral claims situated in Eureka County, Nevada, United States of America, known as the Lone Mountain Property (the "**Property**"), as further described in Exhibit "A" to Schedule "A" attached hereto;

AND WHEREAS Norvista proposes to assign all of its rights and interest in the Lease Agreement to Lone Mountain pursuant to the terms of this Agreement;

WITNESSETH that in consideration of the covenants, agreements, warranties herein set forth and for other good and valuable consideration, the parties hereto respectively covenant and agree as follows:

1. In consideration for the issuance of 2,000,000 common shares in the capital stock of Goldspike (the "**Shares**") at a deemed price of \$0.15 per Share, and the option to purchase up to 3,333,333 Shares at a price of \$0.15 per Share until July 11, 2014, and for other good and valuable consideration the receipt of which is hereby acknowledged, Norvista hereby assigns all of its rights and interest in the Lease Agreement to Lone Mountain.

2. Norvista hereby acknowledges that it is aware that Goldspike is a reporting issuer listed on the TSX Venture Exchange ("TSX-V") and that the Shares will have placed against them resale restrictions and hold periods which will prevent the sale thereof by Norvista except in accordance with limited exceptions under applicable securities legislation and regulatory policies, and that the certificates representing the Shares will bear restrictive legends to that effect in accordance with applicable securities legislation.
3. Lone Mountain hereby accepts assignment of the Lease Agreement and agrees to assume all the present and future obligations of Norvista under the terms of the Lease Agreement.
4. Norvista hereby represents, warrants and covenants to Goldspike and Lone Mountain that:
 - (a) the Lease Agreement is in good standing in accordance with its terms and each party has performed all of their respective obligations and satisfied all of their respective covenants pursuant to the Lease Agreement;
 - (b) no person has any agreement, right, or privilege for the purchase, acquisition or transfer of the Lease Agreement except Lone Mountain pursuant to the assignment on the terms as provided for herein;
 - (c) to the best of its knowledge, Owyhee is the sole beneficial owner of the Property and has the exclusive right to dispose of the Property;
 - (d) to the best of its knowledge, the Property is not subject to any liens or encumbrances or right or interests by third parties whatsoever; and
 - (e) to the best of its knowledge, there are no actions, suits or proceedings, pending or threatened which may affect the Lease Agreement or the Property at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, and Norvista is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success.
5. Goldspike hereby represents, warrants and covenants with Norvista that:
 - (a) the Shares have been duly allotted and reserved for issuance;
 - (b) the Shares will, upon issuance in accordance with the terms of this Agreement, be duly and validly issued as fully paid and non-assessable shares in the capital of Goldspike; and
 - (c) it guarantees the following obligations of Lone Mountain under the terms of the Lease Agreement:
 - a. payment of the minimum sums contemplated pursuant to Section 4.1 of the Lease Agreement;
 - b. payment of any liens claimed against the Property contemplated pursuant to Section 9 of the Lease agreement; and
 - c. acquisition and maintenance of insurance contemplated pursuant to section 11 of the Lease Agreement.

6. It is acknowledged that regulatory approval of the TSX-V will be required for the assignment of the Lease Agreement and issuance of the Shares (the "**Approvals**") and the parties hereby undertake to use their best efforts and act in good faith to secure the Approvals as soon as possible.
7. This Agreement, and the performance by the parties of the obligations hereunder, is conditional upon, and subject to, satisfactory due diligence investigations by Goldspike and Lone Mountain with respect to the Property, with such condition to be satisfied or waived by Goldspike and Lone Mountain by no later than June 20, 2014.
8. The execution and performance by the parties hereto of this Agreement does not conflict with any contracts or other obligations to which they may be bound and, if applicable, does not conflict with and does not and will not result in a breach of their respective articles, by-laws or resolutions.
9. This Agreement has been duly authorized, executed and delivered on behalf of the parties hereto, and is a valid and binding obligation of the parties hereto, enforceable in accordance with its terms (subject to the qualification that the enforcement thereof may be limited by applicable law affecting the enforcement of creditor's rights and the availability of discretionary judicial remedies).
10. Except to the extent required by law, or by any regulatory authority having jurisdiction, none of the parties shall make public disclosure of this Agreement or the transactions provided for in such agreement without the prior written consent of the other parties; the parties shall co-operate in good faith as to the content and timing in making any such required or agreed public disclosure.
11. Time shall be of the essence of this Agreement and of every part thereof.
12. The parties hereto agree that they shall do all acts and things and execute and deliver such further and other papers and documents as may be necessary and desirable or reasonably required by a party hereto, and any other relevant regulatory authorities or interested parties, to carry out the intent and purpose of and give full effect to this Agreement and every part thereof.
13. This Agreement supersedes and replaces all prior negotiations and/or agreements made between the parties hereto, whether oral or written, and contains the entire understanding between the parties with respect to the subject matter hereof.
14. This Agreement shall not be assignable by the parties hereto without the prior written consent of the other parties, such consent not to be unreasonably withheld, but subject thereto shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and other legal personal representatives and permitted assigns.
15. This Agreement may not be amended or modified in any respect except by written instrument signed by each of the parties hereto.
16. This Agreement shall be governed by the laws of the State of Nevada, United States of America, except for its rules pertaining to conflicts of law.

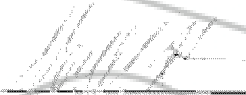
[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

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

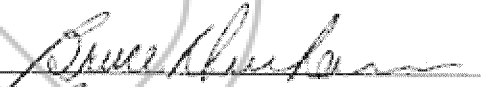
GOLDSPIKE EXPLORATION INC.

Per: 
Name: Bruce Durham

NORVISTA CAPITAL CORPORATION

Per: 
Name: _____

LONE MOUNTAIN ZINC LTD.

Per: 
Name: Bruce Durham

SCHEDULE "A"

COPY