ASSET PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made effective as of the 14th day of March, 2019

BETWEEN:

CAMEO COBALT CORP., a company validly subsisting under the laws of British Columbia with an office at 810-789 West Pender Street, Vancouver, British Columbia, V6C 1H2

Email: akashp006@gmail.com

(the "**Purchaser**")

AND:

BRIAN SCOTT, an individual having an address of [redacted]

Email: [redacted]

(the "**Vendor**")

WHEREAS:

A. the Vendor is the recorded and beneficial owner of a one hundred percent (100%) right, title and interest in and to the Claims (as defined below); and

B. the Vendor has agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Vendor, a one hundred percent (100%) right, title and interest in and to the Claims, on the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual promises, and agreements herein contained, the parties hereto agree as follows:

1. INTERPRETATION

In this Agreement and in the recitals and Schedules hereto, unless the context otherwise requires, the following terms or expressions will have the following meanings:

(i) "**Act**" means the *Mineral Tenure Act* (British Columbia;

(ii) "**Claims**" means those certain mineral claims located in British Columbia, more particularly set forth and described in Schedule "A" attached hereto and forming part hereof, together with all renewals or extensions thereof and all surface, water and ancillary or appurtenant rights attached or accruing thereto, and any leases or other forms of substitute or successor mineral title or interest granted, obtained or issued in connection with or in place of any such licenses (including, without limitation, any licenses staked and recorded to cover internal gaps or factions in respect of such ground);

(iii) "**Closing Date**" means the date reasonably determined by the Purchaser following receipt of Exchange approval pursuant to Section 6.

[redacted]

2. REPRESENTATIONS AND WARRANTIES

(a) The Purchaser represents and warrants to the Vendor that:

(i) it is a body corporate duly formed, organized and validly subsisting under the laws of its incorporating jurisdiction;

(ii) it has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement and to perform it obligations thereunder;

(iii) the execution and delivery of this Agreement and any agreements contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable or pertaining thereto, its constating documents, or any contract or commitment by which it is bound; and

(iv) it is resident in Canada within the meaning of the *Income Tax Act* (Canada).

(b) The Vendor represents, warrants to and covenants with the Purchaser that:

(i) It has the exclusive right to enter into this Agreement and possess all necessary authority to dispose of all right, title and interest in and to the Claims in accordance with the terms and conditions of this Agreement;

(ii) It is the recorded and beneficial owner of a one hundred percent (100%) right, title and interest in and to the Claims under the Act;

(iii) the Claims have been validly acquired and are now duly recorded and in good standing in accordance with the laws of the jurisdiction in which the Claims are situated; and

(iv) it is resident in Canada within the meaning of the *Income Tax Act* (Canada).

(c) The representations, warranties and covenants hereinbefore set out are true as at the date hereof and will be true as at the Closing Date, are conditions on which the parties have relied in entering into this Agreement, and each party will indemnify and save the other harmless from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any representation, warranty, covenant, agreement or condition made by such party and contained in this Agreement.

3. PURCHASE AND SALE

(a) Upon and subject to the terms and conditions of the Agreement, the Vendor hereby agrees to sell, and the Purchaser agrees to purchase, an undivided one hundred percent (100%) right, title and interest in and to the Claims, free and clear of all liens, charges and encumbrances whatsoever.

(b) The consideration for the Claims to be paid by the Purchaser is the issuance of 20,000 common shares of the Purchaser on the Closing Date.

(c) The Vendor acknowledges that any common shares in the capital of the Purchaser to be issued pursuant to this Agreement will be subject to a four-

[redacted]

month hold period under the applicable policies of the TSX Venture Exchange (the "**Exchange**") and applicable Canadian securities laws.

4. TRANSFER OF CLAIMS

On or following the Closing Date and upon written request by the Purchaser, the Vendor shall deliver to the Purchaser duly executed registrable transfers in favour of the Purchaser of a one hundred percent (100%) right, title and interest in and to the Claims and the Purchaser shall be entitled to record all transfers with the appropriate governmental office at its own cost and expense in order to effect the transfer of the Claims into its name.

5. NOTICE

(a) Any notice, direction or other instrument required or permitted to be given under this Agreement will be in writing and may be given by the delivery of the same or by mailing the same by prepaid registered or certified mail or by sending the same electronic mail (e-mail) or other similar form of communication, in each case addressed to the addresses of the parties as set out on the first page of this Agreement.

(b) Any notice, direction or other instrument aforesaid will, if delivered, be deemed to have been given and received on the day it was delivered; if sent by electronic mail, be deemed to have been given and received on the next business day following transmission; and if mailed, be deemed to have been given and received on the fifth day following the day of mailing, except in the event of disruption of the postal services, in which event notice will be deemed to be given and received only when actually received.

(c) Any party may at any time give to the other, notice in writing of any change of address or e-mail address of the party giving such notice, and from and after the giving of such notice, the address or e-mail address therein specified will be deemed to be the address or e-mail address of such party for the purposes of giving notice hereunder.

6. REGULATORY ACCEPTANCE

This Agreement shall be subject to the Purchaser receiving acceptance to it from the Exchange. If applicable, the Purchaser agrees to submit this Agreement to the Exchange, together with all requisite supporting documents and the applicable filing fees, forthwith upon the execution and delivery hereof by all parties in order to apply for such acceptance.

7. GENERAL

(a) This Agreement constitutes the entire agreement between the parties and replaces and supersedes all prior agreements, memoranda, correspondence, communications, negotiations and representations, whether verbal or written, express or implied, statutory or otherwise between the parties with respect to the subject matter herein.

(b) The parties hereto agree that they and each of them will reasonably execute all documents and do all acts and things within their respective powers to carry out and implement the provisions or intent of this Agreement.

(c) The headings to the respective sections herein will not be deemed part of this Agreement but will be regarded as having been used for convenience only.

(d) All references to monies hereunder will be in Canadian funds. All payments to

[redacted]

be made to any party hereunder will be made by certified cheque or bank draft delivered to such party at its address for notice purposes as provided herein, or for the account of such party at such bank as such party may designate from time to time by written notice. Said bank or banks will be deemed the agent of the designating party for the purpose of receiving, collecting and receipting such payment.

(e) This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

(f) This Agreement will be governed and interpreted in accordance with the laws of British Columbia and the laws of Canada applicable therein. All actions arising from this Agreement will be commenced and prosecuted in the courts of British Columbia, and the parties hereby attorn to the jurisdiction thereof.

(g) This Agreement may be executed in counterparts and by electronic delivery, each of which when so executed shall be deemed to be an original and such counterparts shall together constitute one and the same instrument.

[Remainder of page intentionally left blank.]

[redacted]

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

CAMEO COBALT CORP.

[redacted]

By: Authorized Signatory

[redacted]

Mar. 15/2019.

BRIAN SCOTT

BRIAN SCOTT

[redacted]

SCHEDULE "A"

THE CLAIMS

BC1059290

BC1060262

BC1065243

[redacted]