THIS OPTION AGREEMENT is made effective the 22nd day of February, 2017 (hereinafter referred to as the Effective Date")

BETWEEN:

STRATABOUND MINERALS CORP.,
a corporation existing under the laws of Alberta
(hereinafter referred to as **"Stratabound"**)

OF THE FIRST PART

AND:

BANDERA GOLD LTD.,
a corporation existing under the laws of Alberta
(hereinafter referred to as **"Bandera"**)

OF THE SECOND PART

WHEREAS:

A. Stratabound owns certain legal and beneficial interests in certain mining claims and mining leases located in the Bathurst Mining Camp of New Brunswick known collectively as the Taylor Brook Property, all as more particularly described in Schedule "A" hereto (and defined herein as the **"Property"**); and

B. Stratabound has agreed to grant Bandera the exclusive option to earn an 80% undivided interest in the Property, on the terms and subject to the conditions of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual agreements, covenants and provisions herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 Definitions

For the purposes of this Agreement the following words and phrases shall have the following meanings, namely:

(a) **"Earn-In Phase"** shall mean the period during which the Option is outstanding and prior to exercise;

(b) **"Encumbrances"** shall mean any and all mortgages, security interests, pledges, liens, charges, encumbrances, contractual obligations, royalties and rights of claims of others affecting title to or the use of the Property, recorded or registered on title to the Property;

(c) **"Exchange"** shall mean the TSX Venture Exchange;

(d) **"Exploration and Development"** shall mean, among other things, all direct and indirect property preparation, exploration, analysis (and activities incident thereto), administration and filing work and expenditure conducted and incurred by Bandera, at its instruction, or on its behalf, or by assignment to another party, for the purpose of determining the existence of mineral deposits of a commercial nature on the Property;

(e) **"Exploration Expenditures"** shall mean all cash, expenses, obligations and liabilities of whatever kind or nature spent or incurred directly or indirectly by Bandera in completion with the Exploration and Development of the Property, including without limitation, monies expended collecting and compiling data, information and materials concerning the Property and area, monies expended in maintaining the Property in good standing by the performance and filing of assessment work, monies expended doing geophysical, geochemical and geological surveys, drilling, assaying and metallurgical testing, and in paying the fees, wages, and salaries, travel expenses, of all persons engaged in work with respect to and for the benefit of the Property, in paying for the food, lodging and other reasonable needs of such workers, and in supervision of management of all work done with respect to and for the benefit of the Property and Bandera shall be entitled to credit towards Exploration Expenditures its actual administrative or overhead expenses, which actual expenses shall not exceed 10% of the Exploration and Development expenses incurred directly on the Property;

(f) **"JV Agreement"** shall mean the joint venture agreement to be entered into by Bandera and Stratabound following exercise of the Option and formation of the joint venture (the **"Joint Venture")** between Bandera and Stratabound;

(g) **"Ministry"** shall mean the New Brunswick Ministry of Energy and Natural Resources;

(h) **"Ministry Consent"** shall have the meaning set forth in Section 6.2(d);

(i) **"Operator"** shall mean the person or company acting as such pursuant to this Agreement;

(j) **"Option"** shall mean the option granted by Stratabound to Bandera under Section 4.1 hereof to acquire an 80% interest in the Property;

(k) **"Option Period"** shall mean the period from the date of this Agreement up to and including the date of exercise or termination of the Option;

(l) **"Permitted Encumbrances"** shall mean those Encumbrances listed on Schedule "B" hereto;

(m) **"Programs"** shall mean the plans, including budgets, to carry on Exploration and Development and to incur Exploration Expenditures; and

(n) **"Property"** shall mean collectively the unpatented mining claims and mining leases and the rights of Stratabound therein and thereto as set forth in Schedule "A" hereto.

1.2 Captions and Section Numbers

The headings and Section references in this Agreement are for convenience of reference only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof.

1.3 Section References and Schedules

Any reference to a particular **"Article"**, **"Section"**, **"paragraph"**, **"clause"** or other subdivision is to the particular Article, Section, clause or other subdivision of this Agreement and any reference to a Schedule by letter will mean the appropriate Schedule attached to this Agreement and by such reference the appropriate Schedule is incorporated into and made part of this Agreement. The Schedules to this Agreement are as follows:

Schedule "A"	Property
Schedule "B"	Permitted Encumbrances

1.4 Severability of Clauses

If any part of this Agreement is declared or held to be invalid for any reason, such invalidity will not affect the validity of the remainder which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid portion, and it is hereby declared the intention of the parties that this Agreement would have been executed without reference to any portion which may, for any reason, be hereafter declared or held to be invalid.

1.5 Currency

All references herein to currency are references to Canadian dollars.

ARTICLE 2 – REPRESENTATIONS AND WARRANTIES OF STRATABOUND

2.1 Representations and Warranties

Stratabound represents and warrants to Bandera, with the knowledge that Bandera is relying upon same in entering into this Agreement, that:

(a) Stratabound is a corporation duly existing under the laws of Alberta and has the corporate power, capacity and authority to carry on its business, to enter into this Agreement and to perform its obligations hereunder;

(b) this Agreement has been duly authorized, executed and delivered by Stratabound and is a legal, valid and binding obligation of Stratabound, enforceable against Stratabound in accordance with its terms;

(c) the consummation of the transactions herein contemplated will not conflict with or result in any breach of any covenants or agreements contained in, or constitute a default under, or result in the creation of any encumbrance under the provisions of the Articles or by of Stratabound or any shareholders' or directors' resolution, indenture, agreement or other instrument whatsoever to which Stratabound is a party or by which it is bound or to which it may be subject;

(d) at the Effective Date, all necessary third party and/or regulatory consents (save and except the Ministry Consent) shall have been obtained by Stratabound in order to enable Stratabound to execute, deliver and perform this Agreement;

(e) Stratabound has good and marketable title to the Property, subject only to the Permitted Encumbrances;

(f) Schedule "A" accurately describes the Property and the interest of Stratabound in the Property and the Property is in good standing under the laws of the Province of New Brunswick and all assessments, taxes, rental payments, or other payments relating to the Property due have been made and the unpatented mining claims comprising part of the Property are in good standing until the dates listed in such Schedule "A". Stratabound has not received notice and has no knowledge of any proposal to terminate or vary the terms of or rights attaching to the Property from any court, government or other regulatory authority or of any challenge to Stratabound' right, title or interest in the Property. The prospecting work, processes, undertaking and other operations carried on or conducted by or on behalf of Stratabound in respect of the Property have been carried on or conducted in a sound and workmanlike manner and in compliance with sound geological and geophysical exploration and mining, engineering and metallurgical practices. To the knowledge of Stratabound, all such work, processes, undertaking and other operations conducted by or on behalf of Stratabound were in material compliance with all applicable federal, provincial and local laws, by-laws, ordinances, permits, rules, regulations and orders or decisions rendered by any governmental or quasi-governmental ministry, department or administrative or regulatory agency;

(g) activities on the Property by Stratabound and its agents have not been in material violation of any material environmental law, regulations or regulatory prohibition or order and to the best knowledge of Stratabound, conditions on and relating to the Property are in material compliance with such laws, regulations, prohibitions and orders;

(h) to the knowledge of Stratabound and except as indicated on the mining claim abstracts or otherwise recorded on title, no portion of the Property lies within any protected area, rescued area, reserve, reservation or special needs lands as designated by any governmental authority having jurisdiction that would materially impair the development of a mining project on such land. As a result of activities of Stratabound and to the knowledge of Stratabound, there has been no material spill, discharge, leak, emission, ejection, escape, dumping or any release of any kind of any toxic or hazardous substance or waste (as defined by applicable law) from, on, in or under the Property or into the environment, except releases permitted or otherwise authorized by such law. To the knowledge of Stratabound, no toxic or hazardous substance or waste has been treated on, disposed of or is now stored on the Property by or on behalf of Stratabound or its agents, except in compliance with applicable law. Stratabound has not received notice of the existence of condemnation, expropriation or similar proceedings affecting the Property;

(i) except as set forth in this Agreement and the Schedules hereto, there is no agreement respecting the Property to which Stratabound is a party and to the knowledge of Stratabound, there are no outstanding agreements or options to acquire or purchase the Property or any portion thereof, and no persons have any royalty, net profits or other interests whatsoever in production from any of the mineral interests comprising the Property except in each case, for the Permitted Encumbrances;

(j) Stratabound has the exclusive right to enter into this Agreement and, except as otherwise provided in this Agreement, to transfer its interest in the Property to Bandera, free and clear of all Encumbrances, obligations and any other restrictions, except for Permitted Encumbrances;

(k) the entering into and the performance of this Agreement and the transactions contemplated herein will not result in the violation of any judgment, decree, order, rule or regulation of any court or administrative body by which Stratabound is bound, or any statute or regulation applicable to Stratabound;

(l) no proceedings are pending for, and to Stratabound's knowledge, there is no basis for, the institution of any proceedings leading to, the dissolution or winding up of Stratabound or the placing of Stratabound into bankruptcy or making it subject to any other laws governing the affairs of insolvent corporations;

(m) to Stratabound's knowledge, there are no outstanding work orders or actions required to be taken relating to environmental matters in respect to the Property or any operations thereon and it has no knowledge of any other environmental issues affecting the Property;

(n) there is no litigation, proceeding or investigation pending or to the knowledge of Stratabound threatened against Stratabound relating to the Property, nor does Stratabound know, after due inquiry, of any basis for any litigation, proceeding or investigation which would affect any of forgoing; and

(o) Stratabound is not a party to any agreement which provides for the payment of finder's fees, brokerage fees, commissions or other fees or amounts which are or may become payable to any third party in connection with the execution and delivery of this Agreement and the transactions contemplated herein.

2.2 Survival

The representations and warranties contained in this Article 2 are provided for the exclusive benefit of Bandera, and a breach of any one or more thereof may be waived by Bandera in whole or in part at any time without prejudice to its rights in respect of any other breach of same or any other representation or warranty, and the representations and warranties contained in this Article 2 shall survive for a period of one year from the execution hereof. Stratabound agrees to indemnify and hold harmless Bandera from all losses actually incurred by Bandera in connection with a breach of any representation or warranty made by Stratabound contained herein.

2.3 Technical Information

Following the execution of this Agreement, Stratabound will deliver to Bandera all technical information in its possession in respect of the Property that has not previously been provided by Stratabound to Bandera.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES OF BANDERA

3.1 Representations and Warranties

Bandera represents and warrants to Stratabound, with the knowledge that Stratabound is relying upon same in entering into this Agreement, that:

(a) Bandera is a corporation duly existing under the laws of Alberta and has the corporate power, capacity and authority to carry on its business, to enter into this Agreement and to perform its obligations hereunder;

(b) this Agreement has been duly authorized, executed and delivered by Bandera and is a legal, valid and binding obligation of Bandera, enforceable against Bandera in accordance with its terms;

(c) the consummation of the transactions herein contemplated will not conflict with or result in any breach of any covenants or agreements contained in, or constitute a default under, or result in the creation of any encumbrance under the provisions of the Articles or bylaws of Bandera or any shareholders' or directors' resolution, indenture, agreement or other instrument whatsoever to which Bandera is a party or by which it is bound or to which it may be subject, at all times subject to receipt by Bandera of the approval of the Exchange as contemplated in this Agreement;

(d) the entering into and the performance of this Agreement and the transactions contemplated hereby will not result in the violation of any judgment, decree, order, rule or regulation of any court or administrative body by which Bandera is bound, or any statute or regulation applicable to Bandera;

(e) no proceedings are pending for, and to the best of Bandera's knowledge, there is no basis for the institution of any proceedings leading to, the dissolution or winding up of Bandera or the placing of Bandera in bankruptcy or making it subject to any other laws governing the affairs of insolvent corporations;

(f) Bandera is a reporting issuer in good standing and not in default under applicable securities laws and no securities commission or similar regulatory authority has issued any order preventing or suspending trading in any securities of Bandera;

(g) the authorized capital of Bandera consists of an unlimited number of common shares, of which 112,252,653 shares are issued and outstanding as of the date hereof (and prior to a contemplated 10:1 share consolidation);

(h) the common shares in the capital stock of Bandera (the "**Bandera Shares**") are listed for trading on Tier 2 of the TSX Venture Exchange and to the knowledge of Bandera, the TSX Venture Exchange has not ordered or indicated any intention to order that the Bandera Shares be delisted, suspended from trading or transferred to the NEX Board.

3.2 Survival

The representations and warranties contained in this Article 3 section are provided for the exclusive benefit of Stratabound and a breach of any one or more thereof may be waived by Stratabound in whole or in part at any time without prejudice to its rights in respect of any other breach of same or any other representation or warranty, and the representations and warranties contained in this Article 3 shall survive for a period of one year from the execution hereof. Bandera agrees to indemnify and hold harmless Stratabound from all losses actually incurred by Stratabound in connection with a breach of any representation or warranty made by Bandera contained herein and in connection with any operations on the Property conducted by Bandera subsequent to the Effective Date.

ARTICLE 4 - GRANT OF OPTION

4.1 Option to Acquire 80% Interest

In consideration of the amounts set out below paid by Bandera to the Stratabound, the receipt and sufficiency of which is hereby expressly acknowledged by each of the parties hereto, Stratabound hereby gives and grants to Bandera the exclusive and irrevocable Option (the "**Option**") to acquire, free of all liens, charges, encumbrances, claims or right of offer except as otherwise provided for herein, except the Permitted Encumbrances, an undivided 80% right, title and interest in and to claims comprising the Property. In order to maintain the Option to acquire an 80% interest in the claims comprising the Property, Bandera shall:

(a) issue to Stratabound 1,000,000 Bandera common shares (after a 10:1 share consolidation, or the equivalent number of shares in the event the consolidation is not completed or is completed on a different ratio than 10:1) upon execution of this Agreement;

(b) (i) expend $55,000 in Exploration Expenditures on the Property to maintain the Property in good standing, including such work having been originally required by the Ministry by October 27, 2016 with an extension currently to December 31, 2016 as well as such work that is required by the Ministry by October 27, 2017; (ii) make the required year 2017 renewal payments, estimated at $1,700; and (iii) issue to Stratabound 1,000,000 Bandera common shares (after a 10:1 share consolidation, or the equivalent number of shares in the event the consolidation is not completed or is completed on a different ratio than 10:1) on or before the 12 month anniversary of this Agreement;

(c) (i) expend $85,000 cumulative in Exploration Expenditures on the Property and maintain the Property in good standing, including such work that is required by the Ministry by October 27, 2018; and (ii) make the year 2018 required renewal payments, estimated at $1,700, on or before the 24 month anniversary of this Agreement; and

(d) (i) expend $500,000 cumulative in Exploration Expenditures on the Property and maintain the Property in good standing, including such work that is required by the Ministry by October 27, 2019; and (ii) make the year 2019 required renewal payments, estimated at $1,700, on or before the 36 month anniversary of this Agreement.

4.3 Failure to Pay Exploration Expenditures

In addition to and notwithstanding anything herein contained, the parties hereto acknowledge and agree that if, subsequent to the date or dates on or before which the Exploration Expenditures and renewal payments referred to in section 4.1 are required to be incurred by Bandera, it is determined upon examination or audit, whether by Bandera or Stratabound, that such Exploration Expenditures have not been incurred, Bandera shall not lose any of its rights hereunder and the Option shall not terminate provided Bandera pays to Stratabound 100% of such deficiencies in Exploration Expenditures and renewal payments:

(a) if Bandera determines such deficiency, within thirty (30) days following such determination; or

(b) if Stratabound determines such deficiency, within thirty (30) days following notice to Bandera of such determination.

4.4 Records

Bandera shall maintain proper books and records to reflect all Exploration Expenditures and renewal payments incurred by Bandera and same shall be available for inspection by Stratabound, its servants and agents, during normal business hours from time to time.

4.5 Lack of Capital

A lack of available capital shall not constitute a sufficient basis for suspending the obligations of a party to this Agreement.

4.6 Option Agreement Only

The parties agree that this Agreement constitutes only an option to acquire an interest and that nothing herein shall obligate Bandera to make the Exploration Expenditures and share payments outlined in paragraphs 4.1(a) – (d), save and except for those share payments called for in paragraph 4.1(a) which are to be delivered upon execution of this Agreement.

ARTICLE 5 – ADMINISTRATION OF OPTION

5.1 Acceleration of Exploration Expenditures and Payments

The Exploration Expenditures and share payments set forth in Section 4.1 may be accelerated at the election of Bandera at any time and, notwithstanding the dates for performance set forth in Section 4.1, Bandera will be deemed to have exercised the Option upon the satisfaction of those obligations. All Exploration Expenditures which are in excess of those required during any year during the Earn-in Phase will be carried forward and applied to future Exploration Expenditure requirements as well as expenditure contributions required under the JV Agreement, to a maximum of $250,000.

5.2 Reports of Exploration Expenditures

On or before the date which is 60 days after each of the dates set forth in paragraphs 4.1 (b) through (d) above, Bandera shall deliver to Stratabound a summary report setting forth in reasonable detail the Exploration Expenditures and renewal payments incurred by Bandera to such date. Stratabound shall have 60 days from the time of receipt of such statement to question the accuracy thereof, failing which such statement shall be deemed to be correct. If such matter is questioned by Stratabound and cannot be resolved by the parties within 60 days of receipt of Stratabound's questions, such matters will be governed by Article 14 hereof. Further, during the Option Period, Stratabound will be entitled, from time to time, to inspect the data maintained and derived by Bandera from the Property upon not less than 15 days' written notice to Bandera.

5.3 Operator

During the Earn-in Phase and until the Joint Venture may be formed as provided herein, the Operator in respect of the Property shall be Bandera. Bandera shall in its capacity as Operator determine in its sole discretion, but after reasonable consultation with Stratabound, the programs for the Exploration and Development of the Property. Such programs shall take into consideration the cumulative Exploration Expenditures to be incurred by Bandera pursuant to Section 4.1 of this Agreement.

5.4 No Partnership

The parties hereto have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever constitute any party the partner, agent or legal representative of any other party, nor create any fiduciary relationship between them for any purpose whatsoever. No party hereto shall have any authority to act for, or to assume any obligations or responsibility on behalf of, any other party except as may be, from time to time, agreed upon in writing between the parties, on a case by case basis, or as otherwise expressly provided.

ARTICLE 6 - OPTION VESTING AND EXERCISE

6.1 Vesting

Upon Bandera incurring the Exploration Expenditures and renewal payments and making the share payments contemplated by Sections 4.1(a), (b), (c) and (d) hereof, the Option shall be vested and upon the Option being exercised as provided in Section 6.2 below, the Joint Venture shall be constituted between Bandera and Stratabound.

6.2 Exercise

Upon the Option having vested in accordance with Section 6.1,

(a) Bandera will provide written notice to Stratabound of Bandera's intent to exercise the Option;

(b) Bandera will apply for and obtain at its sole cost and expense, the consent of the Ministry required to transfer its interest in any mining leases which comprise part of the Property (the **"Ministry Consent"**), provided that Stratabound shall have first indicated to Bandera its election under Section 6.3 hereof; and

(c) Stratabound shall execute such registerable transfer documents (hereinafter called the **"Transfer Documents"**) as Bandera and its counsel may reasonably deem necessary to assign, transfer and assure to Bandera good and marketable title to its applicable interest in and to the Property, as earned hereunder, and shall provide such Transfer Documents to Bandera within 10 business days of completion of the exercise of the Option.

6.3 Joint Venture

Upon acquisition by Bandera of its 80% interest in the Property, Stratabound shall within 90 days elect:

(a) to continue in a joint venture with Bandera (80% Bandera / 20% Stratabound) with each party responsible for its pro rata share of the costs;

(b) to buy back 40% of the ownership from Bandera at a price equal to 150% of the Exploration Expenditures and renewal payments incurred by Bandera pursuant to paragraphs 4.1 (b) through 4.1 (d) above and enter into a joint venture with Bandera (60% Stratabound / 40% Bandera) with each party responsible for its pro rata share of the costs; or

(c) to transfer Stratabound's remaining interest in the Property in exchange for a 3% net smelter return royalty (upon industry standard terms), provided that Bandera shall have the right to buy out all or part of the net smelter return royalty at a price of US$1,000,000 for each 1% net smelter return royalty.

Should Stratabound (i) not provide notice of its election to Bandera within such 90 day period, (ii) be insolvent at the time of exercise of the Option by Bandera, Stratabound shall be deemed to have elected option (c) above, and to exchange Stratabound's remaining interest in the Property for a 3% net smelter return royalty, subject to Bandera's right to buy out all or part of the net smelter return royalty.

The Joint Venture shall be formed pursuant to the terms hereof and Bandera and Stratabound shall forthwith negotiate in good faith to settle the terms of and execute the JV Agreement, which will be substantially in the form of the Model Joint Venture Agreement presently available from the Rocky Mountain Mineral Law Foundation and the further development of the Property shall be governed by such JV Agreement.

Without limitation, the JV Agreement shall provide that, in the event that Bandera or Stratabound's interest in the Property is diluted at any time to less than 10%, Bandera or Stratabound's interest in the Property will revert to a 3% net smelter return royalty(upon industry standard terms).

In the event that Stratabound and Bandera cannot reach agreement on the form of JV Agreement within three months of the exercise by Bandera of the Option, then either party may refer the matter to an expert determination. Subject to any other determination by the expert, the costs of obtaining the determination shall be at the cost and expense of the parties equally except that each party must pay its own advisors, consultants and legal fees and expenses unless the parties otherwise agree. The expert determination must be conducted by a person or body agreed to by the parties or failing agreement by a person or body nominated by the Rocky Mountain Mineral Law Foundation with expertise in mining. In making its determination, the expert must act in that capacity and not as arbitrator. The expert's finding is final and binding upon the parties in the absence of manifest error.

ARTICLE 7 - TERMINATION

7.1 Termination

The Option may be terminated by:

(a) Stratabound if the option agreement is not executed and the initial payment of Bandera common shares as required under Section 4.1 (a) is not made by February 28, 2017;

(b) Stratabound, by 30 days prior written notice to Bandera upon the failure by Bandera to meet its obligations in accordance with Section 4.1 thereof;

(c) Stratabound in accordance with Section 14.2 thereof; and

(d) Stratabound in the event Bandera's Shares are delisted from the TSX Venture Exchange.

(e) Bandera, by written notice to Stratabound.

(f) Either party, in the event the other party (the "Insolvent Party") files, or is forced to file, proceedings in bankruptcy or for protection from its creditors, or a trustee, monitor, receiver or liquidator is appointed in respect of the Insolvent Party or any of its property, provided that if Stratabound is the Insolvent Party and Bandera shall exercise its Option pursuant to Section 6.2 hereof, Stratabound shall be deemed to have elected option (c) of Section 6.3 hereof.

7.2 Duties of Bandera upon Termination

In the event that the Option is terminated, otherwise than by the exercise thereof, Bandera shall:

(a) leave the property in good standing for a period of at least 180 days from the termination of the Option Period, those claims and leases comprising the Property;

(b) make available to Stratabound within 90 days of such termination, all drill core, copies of all reports, maps, assay results and other relevant technical data compiled by, prepared at the direction of, or in the possession of Bandera with respect to the Property and not previously provided to Stratabound; and

(c) within the time periods prescribed by law, complete all reclamation work required on the Property required by the activities of Bandera during the Option Period.

7.3 Residual Right of Entry

In the event of termination of the Option other than by the exercise thereof, Bandera shall have the right, within a period of 120 days following such termination, to remove from the Property all buildings, plant, equipment, machinery, tools, appliances and supplies which have been brought upon the Property by or on behalf of Bandera.

ARTICLE 8 - RIGHT OF ENTRY

8.1 Bandera's Right of Entry

During the Option Period, Bandera and its employees, agents and independent contractors, shall have the right in respect of the Property to:

(a) enter thereon;

(b) subject to Stratabound's rights under Article 10.1(b) and the rights of the other owners or holders of interest in Property as set forth in Schedule "A", have exclusive and quiet possession thereof;

(c) do such prospecting, exploration, development and/or other mining work thereon and thereunder as Bandera in its sole discretion may determine advisable;

(d) bring upon and erect upon the Property, buildings, plant, machinery and equipment as Bandera may deem advisable; and

(e) remove therefrom and dispose of reasonable quantities or ores, minerals and metals for the purpose of obtaining assays or making other tests.

ARTICLE 9 - REGISTRATION

9.1 Registration and Transfer

Upon the request of Bandera, Stratabound shall assist Bandera to record this Agreement with the appropriate mining recorder and land registry office.

ARTICLE 10 - OBLIGATIONS OF BANDERA DURING OPTION PERIOD

10.1 Obligations of Bandera

During the Option Period, Bandera shall:

(a) maintain in good standing the Property by the doing and filing of assessment work for the Property or the making of payments in lieu thereof, by the payment of taxes and rentals in respect of the Property, and the performance of all other actions which may be necessary in that regard and in order to keep such claims, licenses and concessions free and clear of all liens and other charges arising from Bandera's activities thereon except those at the time contested in good faith by Bandera;

(b) permit Stratabound, or its representatives duly authorized in writing at all reasonable times and intervals, and on reasonable notice, to visit and inspect the Property and data obtained by Bandera as a result of its operations thereon, provided always that Stratabound or its representatives shall abide by the rules and regulations set out by Bandera relating to matters of health and safety in its operations;

(c) do all work on the Property in a good and workmanlike fashion and in accordance with all applicable laws, regulations, orders and ordinances of any governmental authority;

(d) perform all rehabilitation, reclamation or pollution control on the Property which is required as a result of the activities thereon of Bandera, its representatives or its agents, to the standards required by all applicable laws; and

(e) indemnify and save Stratabound harmless in respect of any and all costs, claims, liabilities, expenses and damages, whether as a result of damage to property or to persons or death, and whether to employees, agents, officers or consultants of Bandera or any other person, arising out of Bandera's presence or activities on the Property, but Bandera shall incur no obligation hereunder in respect of the Property arising or damages suffered after termination of the Option if upon termination of the Option, any workings on or improvements to the Property made by Bandera are left in a safe condition.

ARTICLE 11 - FORCE MAJEURE

11.1 Events of Force Majeure

If during the Option Period Bandera is prevented or delayed in complying with any provisions of this Agreement by reason of strikes, walk-outs, labour shortages, power shortages, fires, wars, terrorist acts, acts of God, governmental regulations restricting normal operations, shipping delays or any other reason or reasons beyond the control of Bandera but excluding the unavailability or shortage of funds, then the time limits for the performance by Bandera of its obligations hereunder shall be extended by a period of time equal in length to the period of each such prevention or delay.

11.2 Notice

Bandera shall give notice to Stratabound of each event of *force majeure* under Section 11.1 hereof within 10 days thereof, and upon cessation of such event shall furnish Stratabound with notice of that event together with particulars of the number of days by which the obligations of Bandera hereunder have been extended by virtue of such event of *force majeure.*

ARTICLE 12 - PROPERTY TRANSFER

12.1 Transfers

Either party hereto may at any time either during the Option Period or thereafter, sell, transfer, assign, or otherwise dispose of all or any portion of its interest in and to the Property and/or this Agreement provided that (i) the other party hereto has consented to the transfer, which consent in all cases shall not be unreasonably withheld or delayed, and (ii) any purchaser, grantee or transferee of any such interest shall have first delivered to the party not transferring an interest, its agreement relating to this Agreement and to the Property, containing:

(a) a covenant to be bound by and to perform all the obligations of the transferring party to be performed under this Agreement in respect of the interest to be acquired by it from the transferring party to the same extent as if this Agreement had been originally executed by such purchaser, grantee or transferee;

(b) a provision subjecting any further sale, transfer or other disposition of such interest in the Property and/or this Agreement or any portion thereof to the restrictions contained in this Article 12; and

(c) the party not transferring its interest in the Property will have the Right of First Refusal to acquire the interest proposed for sale or transfer based on the same terms and conditions of the third party's offer.

12.2 Discharge

Upon the transfer by a party of its entire interest at the time held by it in this Agreement, and the Property, whether to one or more transferees and whether in one or in a number of successive transfers, the transferring party shall be deemed to be discharged from all obligations hereunder, save and except for the fulfillment of contractual commitments accrued due prior to the date on which the transferring party shall have no further interest in this Agreement and the Property.

ARTICLE 13 - CONFIDENTIAL INFORMATION

13.1 Confidentiality

No information in respect of the activities carried out on the Property by Bandera shall be published or disclosed by Stratabound without the prior written consent of Bandera. Such consent in respect of the reporting of factual data shall not be unreasonably withheld, and shall not be withheld in respect of information required to be publicly disclosed pursuant to applicable securities laws, regulations or policies or the rules and policies of the TSV Venture Exchange.

ARTICLE 14 – ARBITRATION

14.1 Arbitration Procedures

(a) Except for the failure to make the cash payments in accordance with Section 4.1 (in respect of which Bandera must strictly comply) and except as provided in Section 6.3, all questions or matters in dispute with respect to this Agreement, or the construction or application thereof or as to any act, deed or omission of any party in any way relating to this Agreement, will be submitted to and resolved by arbitration pursuant to the terms hereof.

(b) Such arbitration shall be conducted by a single arbitrator. The arbitrator shall be appointed by agreement between the parties or, in the absence of such agreement, such arbitrator will be appointed by a Judge of the Superior Court of Justice sitting in Toronto, Ontario, upon the application of either of the parties.

(c) Unless otherwise agreed to by the parties, the arbitration shall be held in the City of Toronto. The procedure to be followed shall be as agreed to by the parties or, in the absence of such agreement, determined by the arbitrator. The arbitration shall proceed in accordance with the provisions of the *Arbitration Act, 1991* (Ontario).

(d) The arbitrator shall have the power to proceed with the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator. The decision arrived at by the arbitrator shall be final and binding and no appeal shall lie therefrom. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

(e) The arbitrator may make any order that he or she determines to be appropriate with respect to the costs of the arbitration and the party to bear such costs.

14.2 Submission of Matter to Arbitration

If arbitration is sought, a party shall not be deemed in default until the matter shall have been determined finally by appropriate arbitration pursuant hereto. If:

(i) the default is not so cured or a commencement made to cure it;

(ii) arbitration is not so sought; or

(iii) Bandera is found in arbitration proceedings to be in default, and fails to cure it or commence proceedings to cure it within 30 days after the rendering of the arbitration award;

Stratabound may, by written notice given to Bandera at any time while the default is continuing, terminate the Option.

ARTICLE 15 - NOTICES

15.1 Notice

Any notice, demand, consent or other communication required or permitted to be given under this Agreement shall be in writing and may be given by delivering same or given by e-mail addressed to the party to which the notice is to be given at the address for such party specified below. The date of receipt of such notice, demand or other communication shall be the date of delivery thereof if delivered or, if given by e-mail, shall be deemed conclusively to be the next business day. Either party may at any time and from time to time notify the other party in writing of a change of address and the new address to which notice shall be given to it thereafter until further change. The address for notice to the parties shall be as follows:

(a) if to Stratabound:

Stratabound Minerals Corp.
100 King Street West, Suite 5700
Toronto, Ontario, Canada, M5X 1C7

Attention: President and CEO
Telephone: (416) 915-4157

E-mail: tbyberg@stratabound.com

(b) if to Bandera:

Bandera Gold Ltd.
9320 49 Street,
Edmonton, AB T6B 2L7

Attention:	President and CEO
Telephone:	(780) 465-4129
E-mail:	(780) 469-8407

ARTICLE 16 - GENERAL

16.1 General

(a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

(b) This Agreement shall supersede and replace any other agreement or arrangement, whether oral or written, heretofore existing between the parties in respect of the subject matter of this Agreement.

(c) No consent or waiver expressed or implied by either party in respect of any breach or default by the other in the performance by such other of its obligations hereunder shall be deemed or construed to be a consent to or a waiver of any other breach or default.

(d) The parties shall promptly execute or cause to be executed all documents, deeds, conveyances and other instruments of further assurance and do such further and other acts which may be reasonably necessary or advisable to carry out fully the intent of this Agreement or to record wherever appropriate the respective interest from time to time of the parties in the Property.

(e) This Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior consent of the other.

(f) Time shall be of the essence of this Agreement.

(g) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument. The parties hereto agree that signatures transmitted by telecopier transmission or other electronic means (including in pdf format) shall be deemed to constitute original signatures and shall be binding on the parties.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above written.

STRATABOUND MINERALS CORP.

By: ______________________
Name: Richard Meschke
Title: CFO

BANDERA GOLD LTD.

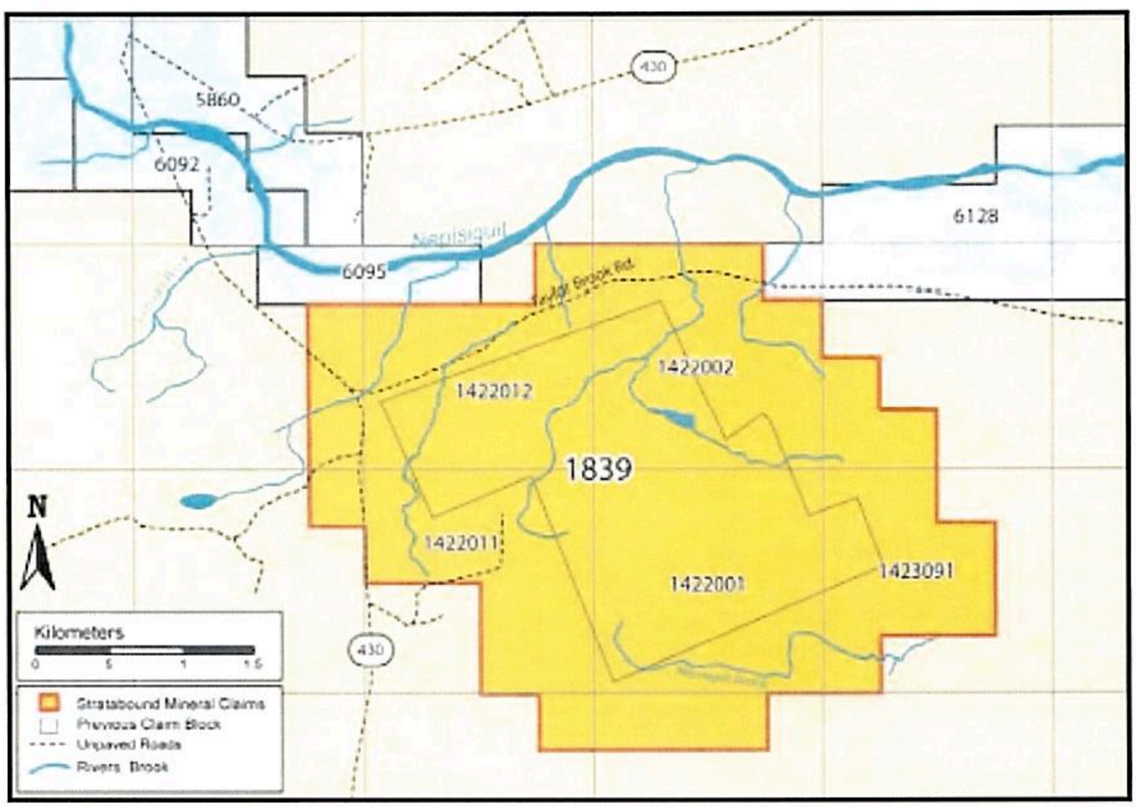
By: Don Bossert
Name: Don Bossert
Title: CFO

SCHEDULE "A"
PROPERTY

Taylor Brook Claim Unit ID's

Unit ID	Unit ID	Unit ID	Unit ID	Unit ID
1422001A	1422002A	1422011A	1422012A	1422021P
1422001B	1422002B	1422011B	1422012B	1422022A
1422001C	1422002C	1422011G	1422012C	1422022H
1422001D	1422002D	1422011H	1422012D	1422022I
1422001E	1422002E	1422011I	1422012E	1423091D
1422001F	1422002F	1422011J	1422012F	1423091E
1422001G	1422002G	1422011K	1422012G	1423091F
1422001H	1422002H	1422011L	1422012H	1423091G
1422001I	1422002I	1422011M	1422012I	1423091J
1422001J	1422002J	1422011N	1422012J	1423091K
1422001K	1422002K	1422011O	1422012K	1423091L
1422001L	1422002L	1422011P	1422012L	1423091M
1422001M	1422002M		1422012P	1423091N
1422001N	1422002N			1423092C
1422001O	1422002O			1423092D
1422001P				1423092E
				1522010M
				1522010N
				1522010O
				1522020P

Figure 4.4 Taylor Brook Property Mineral Claim Map



SCHEDULE "B"
PERMITTED ENCUMBRANCES

(a) all instruments registered on the mining claim abstracts published by the New Brunswick Ministry of Energy and Natural Resources for the unpatented mining claims.

(b) all instruments registered against title to the patented mining claims;

(c) security given to a public utility or any governmental authority when required in the ordinary course of business including, without limitation, liens given in connection with reclamation bonds, environmental bonds or operating permits.

(d) liens for taxes, assessments or governmental charges incurred in the ordinary course of business that are not yet due and payable.

(e) rights reserved to or vested in any governmental authority by the terms of any lease, license, franchise, grant or permit or by any statutory provision, to terminate the same, to take action which results in an expropriation, or to require annual or other payments as a condition to the continuance thereof;

(f) construction, contractors', mechanics', carriers', warehousemen's, suppliers' and materialmen's liens and liens in respect of vacation pay, workers' compensation, unemployment insurance or similar statutory obligations, provided the obligations secured by such liens are not yet due and payable and, in the case of construction liens, which have not yet been filed or for which the Stratabound has not received written notice of a lien;

(g) Minor encumbrances, including without limitation, servitudes, encroachments, easements, rights-of-way, restrictive covenants or other similar rights in land granted to or reserved by other persons, rights-of-way and other similar rights and restrictions, which do not in the aggregate materially detract from the value of the Property or materially impair the existing uses of the Property;

(h) title defects or irregularities which are of a minor nature and which do not materially detract from the value of the Property;

(i) the reservation in any original grants from the Crown of any land or interest therein and statutory exceptions to title; and

(j) the royalties referred to on Schedule "A" of this Agreement.