

## LOAN AGREEMENT

August 28, 2018

**Caitlin L. Jeffs** (the “Lender”) of 48 Peter Street, Thunder Bay, Ontario P7A 5H3, advanced **CAD\$50,000** (the “Principal Sum”) to Red Metal Resources Ltd. (the “Borrower”) of 278 Bay Street, Suite 102, Thunder Bay, ON P7B 1R8. The Lender advanced the funds on August 28, 2018.

The Borrower agrees to repay the Principal Sum on July 31, 2021, together with interest calculated and compounded monthly at the rate of 8% per year (the “Interest”) from August 28, 2018. The Borrower is liable for repayment for the Principal Sum and accrued Interest and any costs that the Lender incurs in trying to collect the Principal Sum and the Interest.

The Borrower will evidence the debt and its repayment of the Principal Sum and the Interest with a promissory note in the attached form.

LENDER

**Caitlin L. Jeffs**

BORROWER

**Red Metal Resources Ltd.**

Per:

Per:

/s/ "Caitlin Jeffs"

/s/ "Caitlin Jeffs"

\_\_\_\_\_  
Caitlin L. Jeffs

\_\_\_\_\_  
Caitlin Jeffs

## PROMISSORY NOTE

Principal Amount: **CAD\$50,000**

August 28, 2018

FOR VALUE RECEIVED Red Metal Resources Ltd., (the "Borrower") promises to pay on demand to the order of Caitlin L. Jeffs (the "Lender") the sum of **\$50,000** lawful money of Canada (the "Principal Sum") together with interest on the Principal Sum from August 28, 2018 ("Effective Date") both before and after maturity, default and judgment at the Interest Rate as defined below.

For the purposes of this promissory note, Interest Rate means 8 per cent per year. Interest at the Interest Rate must be calculated and compounded monthly not in advance from and including the Effective Date (for an effective rate of 8.3% per annum calculated monthly), and is payable together with the Principal Sum when the Principal Sum is repaid.

The Borrower may repay the Principal Sum and the Interest in whole or in part on or before July 31, 2021.

The Borrower waives presentment, protest, notice of protest and notice of dishonour of this promissory note.

**BORROWER**  
**Red Metal Resources Ltd.**

Per:

\_\_\_\_\_/s/ "Caitlin Jeffs"\_\_\_\_\_  
**Caitlin Jeffs**

## LOAN AGREEMENT

November 27, 2018

**Caitlin L. Jeffs** (the “Lender”) of 48 Peter Street, Thunder Bay, Ontario P7A 5H3, advanced **CAD\$35,000** (the “Principal Sum”) to Red Metal Resources Ltd. (the “Borrower”) of 278 Bay Street, Suite 102, Thunder Bay, ON P7B 1R8. The Lender advanced the funds on November 27, 2018.

The Borrower agrees to repay the Principal Sum on July 31, 2021, together with interest calculated and compounded monthly at the rate of 8% per year (the “Interest”) from November 27, 2018. The Borrower is liable for repayment for the Principal Sum and accrued Interest and any costs that the Lender incurs in trying to collect the Principal Sum and the Interest.

The Borrower will evidence the debt and its repayment of the Principal Sum and the Interest with a promissory note in the attached form.

LENDER

**Caitlin L. Jeffs**

BORROWER

**Red Metal Resources Ltd.**

Per:

Per:

/s/ "Caitlin Jeffs"

Caitlin L. Jeffs

/s/ "Caitlin Jeffs"

Caitlin Jeffs

## PROMISSORY NOTE

Principal Amount: **CAD\$35,000**

November 27, 2018

FOR VALUE RECEIVED Red Metal Resources Ltd., (the "Borrower") promises to pay on demand to the order of Caitlin L. Jeffs (the "Lender") the sum of **\$35,000** lawful money of Canada (the "Principal Sum") together with interest on the Principal Sum from November 27, 2018 ("Effective Date") both before and after maturity, default and judgment at the Interest Rate as defined below.

For the purposes of this promissory note, Interest Rate means 8 per cent per year. Interest at the Interest Rate must be calculated and compounded monthly not in advance from and including the Effective Date (for an effective rate of 8.3% per annum calculated monthly), and is payable together with the Principal Sum when the Principal Sum is repaid.

The Borrower may repay the Principal Sum and the Interest in whole or in part on or before July 31, 2021.

The Borrower waives presentment, protest, notice of protest and notice of dishonour of this promissory note.

**BORROWER**  
**Red Metal Resources Ltd.**

Per:

/s/ "Caitlin Jeffs"  
\_\_\_\_\_  
**Caitlin Jeffs**

## LOAN AGREEMENT

February 8, 2019

**Caitlin L. Jeffs** (the “Lender”) of 48 Peter Street, Thunder Bay, Ontario P7A 5H3, advanced total of **CAD\$3,675.00** (the “Principal Sum”) to Red Metal Resources Ltd. (the “Borrower”) of 278 Bay Street, Suite 102, Thunder Bay, ON P7B 1R8. The Lender advanced the funds by way of payments made on behalf of the Borrower as outlined in the following table:

Invoice/ Statement Date	Description	Payment Date	Amount (CAD)
10/24/2018	DMCL; Inv #MGG18-10002 Paid Visa	02/08/2019	\$ 3,675.00
<b>Total</b>			<b>\$ 3,675.00</b>

The Borrower agrees to repay the Principal Sum on July 31, 2021, or on-demand, provided that the demand is made not earlier than on July 31, 2021, together with interest calculated and compounded monthly at the rate of 8% per year (the “Interest”) from the **Payment Date** as specified in the table above. The Borrower is liable for repayment of the Principal Sum and accrued Interest and any costs that the Lender incurs in trying to collect the Principal Sum and the Interest.

The Borrower will evidence the debt and its repayment of the Principal Sum and the Interest with a promissory note in the attached form.

LENDER  
**Caitlin L. Jeffs**

BORROWER  
**Red Metal Resources Ltd.**

Per:

Per:

/s/ "Caitlin L. Jeffs"

Caitlin L. Jeffs

/s/ "Caitlin L. Jeffs"

Caitlin L. Jeffs

## PROMISSORY NOTE

Principal Amount: **CAD\$3,675.00**

February 8, 2019

FOR VALUE RECEIVED Red Metal Resources Ltd., (the "Borrower") promises to pay on demand to the order of Caitlin L. Jeffs (the "Lender") the sum of \$3,675.00 lawful money of Canada (the "Principal Sum") together with interest on the Principal Sum accrued from the Payment Date, as explicitly specified in that Loan Agreement dated for reference February 8, 2019 ("Effective Date") both before and after maturity, default and judgment at the Interest Rate as defined below.

For the purposes of this promissory note, Interest Rate means 8 per cent per year. Interest at the Interest Rate must be calculated and compounded monthly not in advance from and including the Payment Date (for an effective rate of 8.3% per annum calculated monthly), and is payable together with the Principal Sum when the Principal Sum is repaid.

The Borrower may repay the Principal Sum and the Interest in whole or in part at any time.

The Borrower waives presentment, protest, notice of protest and notice of dishonour of this promissory note.

**BORROWER**  
**Red Metal Resources Ltd.**

Per:

/s/ "Caitlin L. Jeffs"

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**Caitlin L. Jeffs**

## **LOAN AGREEMENT**

February 26, 2019

**Caitlin L. Jeffs** (the “Lender”) of 48 Peter Street, Thunder Bay, Ontario P7A 5H3, advanced **CAD\$20,000** (the “Principal Sum”) to Red Metal Resources Ltd. (the “Borrower”) of 278 Bay Street, Suite 102, Thunder Bay, ON P7B 1R8. The Lender advanced the funds on February 26, 2019.

The Borrower agrees to repay the Principal Sum on demand, together with interest calculated and compounded monthly at the rate of 8% per year (the “Interest”) from February 26, 2019. The Borrower is liable for repayment for the Principal Sum and accrued Interest and any costs that the Lender incurs in trying to collect the Principal Sum and the Interest.

The Borrower will evidence the debt and its repayment of the Principal Sum and the Interest with a promissory note in the attached form.

LENDER

**Caitlin L. Jeffs**

BORROWER

**Red Metal Resources Ltd.**

Per:

Per:

/s/ "Caitlin L. Jeffs" \_\_\_\_\_

Caitlin L. Jeffs

/s/ "Caitlin Jeffs" \_\_\_\_\_

Caitlin Jeffs

## PROMISSORY NOTE

Principal Amount: **CAD\$20,000**

February 26, 2019

FOR VALUE RECEIVED Red Metal Resources Ltd., (the "Borrower") promises to pay on demand to the order of Caitlin L. Jeffs (the "Lender") the sum of **\$20,000** lawful money of Canada (the "Principal Sum") together with interest on the Principal Sum from February 26, 2019 ("Effective Date") both before and after maturity, default and judgment at the Interest Rate as defined below.

For the purposes of this promissory note, Interest Rate means 8 per cent per year. Interest at the Interest Rate must be calculated and compounded monthly not in advance from and including the Effective Date (for an effective rate of 8.3% per annum calculated monthly), and is payable together with the Principal Sum when the Principal Sum is repaid.

The Borrower may repay the Principal Sum and the Interest in whole or in part at any time.

The Borrower waives presentment, protest, notice of protest and notice of dishonour of this promissory note.

**BORROWER**  
**Red Metal Resources Ltd.**

Per:

/s/ "Caitlin Jeffs"  
\_\_\_\_\_  
**Caitlin Jeffs**

## LOAN AGREEMENT

April 9, 2019

**Caitlin L. Jeffs** (the “Lender”) of 48 Peter Street, Thunder Bay, Ontario P7A 5H3, advanced total of **CAD\$2,947.13** (the “Principal Sum”) to Red Metal Resources Ltd. (the “Borrower”) of 278 Bay Street, Suite 102, Thunder Bay, ON P7B 1R8. The Lender advanced the funds by way of payments made on behalf of the Borrower as outlined in the following table:

Invoice/ Statement Date	Description	Payment Date	Amount (CAD)
04/09/2019	Computershare SEDAR filings @ 1.3316 (\$2760 plus \$165.60 convenience fee)	04/09/2019	\$ 2,947.13
<b>Total</b>			<b>\$ 2,947.13</b>

The Borrower agrees to repay the Principal Sum on July 31, 2021, or on-demand, provided that the demand is made not earlier than on July 31, 2021, together with interest calculated and compounded monthly at the rate of 8% per year (the “Interest”) from the **Payment Date** as specified in the table above. The Borrower is liable for repayment of the Principal Sum and accrued Interest and any costs that the Lender incurs in trying to collect the Principal Sum and the Interest.

The Borrower will evidence the debt and its repayment of the Principal Sum and the Interest with a promissory note in the attached form.

LENDER  
**Caitlin L. Jeffs**

BORROWER  
**Red Metal Resources Ltd.**

Per:

Per:

/s/ "Caitlin Jeffs"

Caitlin L. Jeffs

/s/ "Caitlin Jeffs"

Caitlin L. Jeffs

## PROMISSORY NOTE

Principal Amount: **CAD\$2,947.13**

April 9, 2019

FOR VALUE RECEIVED Red Metal Resources Ltd., (the "Borrower") promises to pay on demand to the order of Caitlin L. Jeffs (the "Lender") the sum of \$2,947.13 lawful money of Canada (the "Principal Sum") together with interest on the Principal Sum accrued from the Payment Date, as explicitly specified in that Loan Agreement dated for reference April 9, 2019 ("Effective Date") both before and after maturity, default and judgment at the Interest Rate as defined below.

For the purposes of this promissory note, Interest Rate means 8 per cent per year. Interest at the Interest Rate must be calculated and compounded monthly not in advance from and including the Payment Date (for an effective rate of 8.3% per annum calculated monthly), and is payable together with the Principal Sum when the Principal Sum is repaid.

The Borrower may repay the Principal Sum and the Interest in whole or in part at any time.

The Borrower waives presentment, protest, notice of protest and notice of dishonour of this promissory note.

**BORROWER**  
**Red Metal Resources Ltd.**

Per:

\_\_\_\_\_  
/s/ "Caitlin Jeffs"  
**Caitlin L. Jeffs**

## LOAN AGREEMENT

April 26, 2019

**Caitlin L. Jeffs** (the "Lender") of 48 Peter Street, Thunder Bay, Ontario P7A 5H3, advanced total of **CAD\$20,273.26** (the "Principal Sum") to Red Metal Resources Ltd. (the "Borrower") of 278 Bay Street, Suite 102, Thunder Bay, ON P7B 1R8. The Lender advanced the funds by way of payments made on behalf of the Borrower and/or direct cash advances as outlined in the following table:

Invoice/ Statement Date	Description	Payment Date	Amount (CAD)
04/26/2019	Blendermedia_CDN\$273.26 @ 1.3460_Jeffs, Caitlin; Inv #24674	04/26/2019	\$ 273.26
04/26/2019	Loan for working capital_CDN\$20K, Jeffs, Caitlin	04/26/2019	\$20,000.00
<b>Total</b>			<b>\$20,273.26</b>

The Borrower agrees to repay the Principal Sum on July 31, 2021, or on-demand, provided that the demand is made not earlier than on July 31, 2021, together with interest calculated and compounded monthly at the rate of 8% per year (the "Interest") from the **Payment Date** as specified in the table above. The Borrower is liable for repayment of the Principal Sum and accrued Interest and any costs that the Lender incurs in trying to collect the Principal Sum and the Interest.

The Borrower will evidence the debt and its repayment of the Principal Sum and the Interest with a promissory note in the attached form.

LENDER  
**Caitlin L. Jeffs**

BORROWER  
**Red Metal Resources Ltd.**

Per:

Per:

/s/ "Caitlin Jeffs"

Caitlin L. Jeffs

/s/ "Caitlin Jeffs"

Caitlin L. Jeffs

## PROMISSORY NOTE

Principal Amount: **CAD\$20,273.26**

April 26, 2019

FOR VALUE RECEIVED Red Metal Resources Ltd., (the "Borrower") promises to pay on demand to the order of Caitlin L. Jeffs (the "Lender") the sum of \$20,273.26 lawful money of Canada (the "Principal Sum") together with interest on the Principal Sum accrued from the Payment Date, as explicitly specified in that Loan Agreement dated for reference April 26, 2019 ("Effective Date") both before and after maturity, default and judgment at the Interest Rate as defined below.

For the purposes of this promissory note, Interest Rate means 8 per cent per year. Interest at the Interest Rate must be calculated and compounded monthly not in advance from and including the Payment Date (for an effective rate of 8.3% per annum calculated monthly), and is payable together with the Principal Sum when the Principal Sum is repaid.

The Borrower may repay the Principal Sum and the Interest in whole or in part at any time.

The Borrower waives presentment, protest, notice of protest and notice of dishonour of this promissory note.

**BORROWER**  
**Red Metal Resources Ltd.**

Per:

/s/ "Caitlin Jeffs"  
\_\_\_\_\_  
**Caitlin L. Jeffs**

## LOAN AGREEMENT

June 11, 2019

**Richard N. Jeffs** (the "Lender") of 11750 Fairtide Road, Ladysmith, BC V9G 1K5 Canada, advanced **USD\$50,000** (the "Principal Sum") to Red Metal Resources Ltd. (the "Borrower") of Suite 102, 278 Bay Street, Thunder Bay, ON P7B 1R8.

The Borrower agrees to repay the Principal Sum on July 31, 2021, or on-demand, provided that the demand is made not earlier than on July 31, 2021, together with interest calculated and compounded monthly at the rate of 8% per year (the "Interest") from June 11, 2019. The Borrower is liable for repayment for the Principal Sum and accrued Interest and any costs that the Lender incurs in trying to collect the Principal Sum and the Interest.

The Borrower will evidence the debt and its repayment of the Principal Sum and the Interest with a promissory note in the attached form.

LENDER

**Richard N. Jeffs**

BORROWER

**Red Metal Resources Ltd.**

Per:

Per:

/s/ "Richard N. Jeffs"

**Richard N. Jeffs**

/s/ "Caitlin Jeffs"

**Caitlin Jeffs**  
**CEO, President**

## PROMISSORY NOTE

Principal Amount: **USD\$50,000**

June 11, 2019

FOR VALUE RECEIVED Red Metal Resources Ltd., (the "Borrower") promises to pay on July 31, 2019, or on demand, provided that the demand is made not earlier than on July 31, 2021, to the order of Richard N. Jeffs (the "Lender") the sum of **\$50,000** lawful money of the United States of America (the "Principal Sum") together with interest on the Principal Sum from June 11, 2019 ("Effective Date") both before and after maturity, default and judgment at the Interest Rate as defined below.

For the purposes of this promissory note, Interest Rate means 8 per cent per year. Interest at the Interest Rate must be calculated and compounded monthly not in advance from and including the Effective Date (for an effective rate of 8.3% per annum calculated monthly), and is payable together with the Principal Sum when the Principal Sum is repaid.

The Borrower may repay the Principal Sum and the Interest in whole or in part at any time.

The Borrower waives presentment, protest, notice of protest and notice of dishonour of this promissory note.

**BORROWER**  
**Red Metal Resources Ltd.**

Per:

/s/ "Caitlin Jeffs"

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**Caitlin Jeffs**  
**CEO, President**

## LOAN AGREEMENT

July 30, 2019

**Caitlin L. Jeffs** (the “Lender”) of 48 Peter Street, Thunder Bay, Ontario P7A 5H3, advanced **CAD\$15,000** (the “Principal Sum”) to Red Metal Resources Ltd. (the “Borrower”) of 278 Bay Street, Suite 102, Thunder Bay, ON P7B 1R8. The Lender advanced the funds on July 30, 2019. The funds were used for general working capital.

The Borrower agrees to repay the Principal Sum on July 31, 2021, or on-demand, provided that the demand is made not earlier than on July 31, 2021, together with interest calculated and compounded monthly at the rate of 8% per year (the “Interest”) from July 30, 2019. The Borrower is liable for repayment of the Principal Sum and accrued Interest and any costs that the Lender incurs in trying to collect the Principal Sum and the Interest.

The Borrower will evidence the debt and its repayment of the Principal Sum and the Interest with a promissory note in the attached form.

LENDER

**Caitlin L. Jeffs**

BORROWER

**Red Metal Resources Ltd.**

Per:

Per:

/s/ "Caitlin L. Jeffs"

/s/ "Caitlin L. Jeffs"

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Caitlin L. Jeffs

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Caitlin Jeffs

## PROMISSORY NOTE

Principal Amount: **CAD\$15,000**

July 30, 2019

FOR VALUE RECEIVED Red Metal Resources Ltd., (the “Borrower”) promises to pay on demand to the order of Caitlin L. Jeffs (the “Lender”) the sum of **\$15,000** lawful money of Canada (the “Principal Sum”) together with interest accrued on the Principal Sum from July 30, 2019 (“Effective Date”) both before and after maturity, default and judgment at the Interest Rate as defined below.

For the purposes of this promissory note, Interest Rate means 8 per cent per year. Interest at the Interest Rate must be calculated and compounded monthly not in advance from and including the Effective Date (for an effective rate of 8.3% per annum calculated monthly), and is payable together with the Principal Sum when the Principal Sum is repaid.

The Borrower may repay the Principal Sum and the Interest in whole or in part at any time.

The Borrower waives presentment, protest, notice of protest and notice of dishonour of this promissory note.

**BORROWER**  
**Red Metal Resources Ltd.**

Per:

/s/ "Caitlin Jeffs" \_\_\_\_\_  
**Caitlin Jeffs**

## LOAN AGREEMENT

July 31, 2019

**Caitlin L. Jeffs** (the "Lender") of 48 Peter Street, Thunder Bay, Ontario P7A 5H3, advanced total of **CAD\$200.01** (the "Principal Sum") to Red Metal Resources Ltd. (the "Borrower") of 278 Bay Street, Suite 102, Thunder Bay, ON P7B 1R8. The Lender advanced the funds by way of payments made on behalf of the Borrower as outlined in the following table:

<b>Invoice/ Statement Date</b>	<b>Description</b>	<b>Payment Date</b>	<b>Amount (CAD)</b>
07/01/2019	Blender Media; Inv 25036	07/10/2019	\$ 200.01
<b>Total</b>			<b>\$ 200.01</b>

The Borrower agrees to repay the Principal Sum on July 31, 2021, or on-demand, provided that the demand is made not earlier than on July 31, 2021, together with interest calculated and compounded monthly at the rate of 8% per year (the "Interest") from the **Payment Date** as specified in the table above. The Borrower is liable for repayment of the Principal Sum and accrued Interest and any costs that the Lender incurs in trying to collect the Principal Sum and the Interest.

The Borrower will evidence the debt and its repayment of the Principal Sum and the Interest with a promissory note in the attached form.

LENDER  
**Caitlin L. Jeffs**

BORROWER  
**Red Metal Resources Ltd.**

Per:

Per:

/s/ "Caitlin Jeffs"  
\_\_\_\_\_  
Caitlin L. Jeffs

/s/ "Caitlin Jeffs"  
\_\_\_\_\_  
Caitlin L. Jeffs

## PROMISSORY NOTE

Principal Amount: **CAD\$200.01**

July 31, 2019

FOR VALUE RECEIVED Red Metal Resources Ltd., (the "Borrower") promises to pay on demand to the order of Caitlin L. Jeffs (the "Lender") the sum of \$200.01 lawful money of Canada (the "Principal Sum") together with interest on the Principal Sum accrued from the Payment Date, as explicitly specified in that Loan Agreement dated for reference July 31, 2019 ("Effective Date") both before and after maturity, default and judgment at the Interest Rate as defined below.

For the purposes of this promissory note, Interest Rate means 8 per cent per year. Interest at the Interest Rate must be calculated and compounded monthly not in advance from and including the Payment Date (for an effective rate of 8.3% per annum calculated monthly), and is payable together with the Principal Sum when the Principal Sum is repaid.

The Borrower may repay the Principal Sum and the Interest in whole or in part at any time.

The Borrower waives presentment, protest, notice of protest and notice of dishonour of this promissory note.

**BORROWER**  
**Red Metal Resources Ltd.**

Per:

/s/ "Caitlin Jeffs"  
\_\_\_\_\_  
**Caitlin L. Jeffs**

## LOAN AGREEMENT

September 12, 2019

**Richard N. Jeffs** (the "Lender") of 11750 Fairtide Road, Ladysmith, BC V9G 1K5 Canada, advanced **USD\$25,000** (the "Principal Sum") to Red Metal Resources Ltd. (the "Borrower") of Suite 102, 278 Bay Street, Thunder Bay, ON P7B 1R8.

The Borrower agrees to repay the Principal Sum on July 31, 2021, or on-demand, provided that the demand is made not earlier than on July 31, 2021, together with interest calculated and compounded monthly at the rate of 8% per year (the "Interest") from September 12, 2019. The Borrower is liable for repayment of the Principal Sum and accrued Interest and any costs that the Lender incurs in trying to collect the Principal Sum and the Interest.

The Borrower will evidence the debt and its repayment of the Principal Sum and the Interest with a promissory note in the attached form.

LENDER

**Richard N. Jeffs**

BORROWER

**Red Metal Resources Ltd.**

Per:

Per:

/s/ "Richard N. Jeffs"

**Richard Jeffs**

/s/ "Caitlin Jeffs"

**Caitlin Jeffs**  
**CEO, President**

## PROMISSORY NOTE

Principal Amount: **USD\$25,000**

September 12, 2019

FOR VALUE RECEIVED Red Metal Resources Ltd., (the "Borrower") promises to pay on July 31, 2019, or on demand, provided that the demand is made not earlier than on July 31, 2021, to the order of Richard N. Jeffs (the "Lender") the sum of **\$25,000** lawful money of the United States of America (the "Principal Sum") together with interest on the Principal Sum from September 12, 2019 ("Effective Date") both before and after maturity, default and judgment at the Interest Rate as defined below.

For the purposes of this promissory note, Interest Rate means 8 per cent per year. Interest at the Interest Rate must be calculated and compounded monthly not in advance from and including the Effective Date (for an effective rate of 8.3% per annum calculated monthly), and is payable together with the Principal Sum when the Principal Sum is repaid.

The Borrower may repay the Principal Sum and the Interest in whole or in part at any time.

The Borrower waives presentment, protest, notice of protest and notice of dishonour of this promissory note.

**BORROWER**  
**Red Metal Resources Ltd.**

Per:

/s/ "Caitlin Jeffs"

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**Caitlin Jeffs**  
**CEO, President**

## LOAN AGREEMENT

September 13, 2019

**Caitlin L. Jeffs** (the "Lender") of 48 Peter Street, Thunder Bay, Ontario P7A 5H3, advanced total of **CAD\$10,000** (the "Principal Sum") to Red Metal Resources Ltd. (the "Borrower") of 278 Bay Street, Suite 102, Thunder Bay, ON P7B 1R8. The Lender advanced the funds by way of payments made on behalf of the Borrower as outlined in the following table:

<b>Invoice/ Statement Date</b>	<b>Description</b>	<b>Payment Date</b>	<b>Amount (CAD)</b>
08/31/2019	DMCL Chartered Professional Accountants Partial payment on balance owed	09/13/2019	\$10,000
<b>Total</b>			<b>\$10,000</b>

The Borrower agrees to repay the Principal Sum on July 31, 2021, or on-demand, provided that the demand is made not earlier than on July 31, 2021, together with interest calculated and compounded monthly at the rate of 8% per year (the "Interest") from the **Payment Date** as specified in the table above. The Borrower is liable for repayment of the Principal Sum and accrued Interest and any costs that the Lender incurs in trying to collect the Principal Sum and the Interest.

The Borrower will evidence the debt and its repayment of the Principal Sum and the Interest with a promissory note in the attached form.

LENDER  
**Caitlin L. Jeffs**

BORROWER  
**Red Metal Resources Ltd.**

Per:

Per:

/s/ "Caitlin Jeffs"  
\_\_\_\_\_  
Caitlin L. Jeffs

/s/ "Caitlin Jeffs"  
\_\_\_\_\_  
Caitlin L. Jeffs

## PROMISSORY NOTE

Principal Amount: **CAD\$10,000**

September 13, 2019

FOR VALUE RECEIVED Red Metal Resources Ltd., (the "Borrower") promises to pay on demand, but not prior to July 31, 2021, to the order of Caitlin L. Jeffs (the "Lender") the sum of \$200.01 lawful money of Canada (the "Principal Sum") together with interest on the Principal Sum accrued from the Payment Date, as explicitly specified in that Loan Agreement dated for reference September 13, 2019 ("Effective Date") both before and after maturity, default and judgment at the Interest Rate as defined below.

For the purposes of this promissory note, Interest Rate means 8 per cent per year. Interest at the Interest Rate must be calculated and compounded monthly not in advance from and including the Payment Date (for an effective rate of 8.3% per annum calculated monthly), and is payable together with the Principal Sum when the Principal Sum is repaid.

The Borrower may repay the Principal Sum and the Interest in whole or in part at any time.

The Borrower waives presentment, protest, notice of protest and notice of dishonour of this promissory note.

**BORROWER**  
**Red Metal Resources Ltd.**

Per:

/s/ "Caitlin Jeffs"

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**Caitlin L. Jeffs**

## LOAN AGREEMENT

November 8, 2019

**Caitlin L. Jeffs** (the “Lender”) of 48 Peter Street, Thunder Bay, Ontario P7A 5H3, advanced **CAD\$15,000** (the “Principal Sum”) to Red Metal Resources Ltd. (the “Borrower”) of 278 Bay Street, Suite 102, Thunder Bay, ON P7B 1R8. The Lender advanced the funds on November 8, 2019. The funds were used for general working capital.

The Borrower agrees to repay the Principal Sum on July 31, 2021, or on-demand, provided that the demand is made not earlier than on July 31, 2021, together with interest calculated and compounded monthly at the rate of 8% per year (the “Interest”) from November 8, 2019. The Borrower is liable for repayment of the Principal Sum and accrued Interest and any costs that the Lender incurs in trying to collect the Principal Sum and the Interest.

The Borrower will evidence the debt and its repayment of the Principal Sum and the Interest with a promissory note in the attached form.

LENDER

**Caitlin L. Jeffs**

BORROWER

**Red Metal Resources Ltd.**

Per:

Per:

/s/ "Caitlin Jeffs"

/s/ "Caitlin Jeffs"

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Caitlin L. Jeffs

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Caitlin Jeffs

## PROMISSORY NOTE

Principal Amount: **CAD\$15,000**

November 8, 2019

FOR VALUE RECEIVED Red Metal Resources Ltd., (the "Borrower") promises to pay on demand to the order of Caitlin L. Jeffs (the "Lender") the sum of **\$15,000** lawful money of Canada (the "Principal Sum") together with interest accrued on the Principal Sum from November 8, 2019 ("Effective Date") both before and after maturity, default and judgment at the Interest Rate as defined below.

For the purposes of this promissory note, Interest Rate means 8 per cent per year. Interest at the Interest Rate must be calculated and compounded monthly not in advance from and including the Effective Date (for an effective rate of 8.3% per annum calculated monthly), and is payable together with the Principal Sum when the Principal Sum is repaid.

The Borrower may repay the Principal Sum and the Interest in whole or in part at any time.

The Borrower waives presentment, protest, notice of protest and notice of dishonour of this promissory note.

**BORROWER**  
**Red Metal Resources Ltd.**

Per:

/s/ "Caitlin Jeffs"  
**Caitlin Jeffs**

## LOAN AGREEMENT

January 7, 2020

**Richard N. Jeffs** (the "Lender") of 11750 Fairtime Road, Ladysmith, BC V9G 1K5 Canada, advanced **USD\$15,000** (the "Principal Sum") to Red Metal Resources Ltd. (the "Borrower") of Suite 102, 278 Bay Street, Thunder Bay, ON P7B 1R8.

The Borrower agrees to repay the Principal Sum on July 31, 2021, or on-demand, provided that the demand is made not earlier than on July 31, 2021, together with interest calculated and compounded monthly at the rate of 8% per year (the "Interest") from January 7, 2020. The Borrower is liable for repayment of the Principal Sum and accrued Interest and any costs that the Lender incurs in trying to collect the Principal Sum and the Interest.

The Borrower will evidence the debt and its repayment of the Principal Sum and the Interest with a promissory note in the attached form.

LENDER

**Richard N. Jeffs**

BORROWER

**Red Metal Resources Ltd.**

Per:

Per:

/s/ "Richard N. Jeffs"

**Richard N. Jeffs**

/s/ "Caitlin Jeffs"

**Caitlin Jeffs**  
**CEO, President**

## PROMISSORY NOTE

Principal Amount: **USD\$15,000**

January 7, 2020

FOR VALUE RECEIVED Red Metal Resources Ltd., (the "Borrower") promises to pay on July 31, 2019, or on demand, provided that the demand is made not earlier than on July 31, 2021, to the order of Richard N. Jeffs (the "Lender") the sum of **\$15,000** lawful money of the United States of America (the "Principal Sum") together with interest on the Principal Sum from January 7, 2020 ("Effective Date") both before and after maturity, default and judgment at the Interest Rate as defined below.

For the purposes of this promissory note, Interest Rate means 8 per cent per year. Interest at the Interest Rate must be calculated and compounded monthly not in advance from and including the Effective Date (for an effective rate of 8.3% per annum calculated monthly), and is payable together with the Principal Sum when the Principal Sum is repaid.

The Borrower may repay the Principal Sum and the Interest in whole or in part at any time.

The Borrower waives presentment, protest, notice of protest and notice of dishonour of this promissory note.

**BORROWER**  
**Red Metal Resources Ltd.**

Per:

/s/ " Caitlin Jeffs  
**Caitlin Jeffs**  
**CEO, President**

## LOAN AGREEMENT

January 31, 2020

**Caitlin L. Jeffs** (the "Lender") of 48 Peter Street, Thunder Bay, Ontario P7A 5H3, advanced total of **USD\$2,427.42** (the "Principal Sum") to Red Metal Resources Ltd. (the "Borrower") of 278 Bay Street, Suite 102, Thunder Bay, ON P7B 1R8. The Lender advanced the funds by way of payments made on behalf of the Borrower as outlined in the following table:

Invoice/ Statement Date	Description	Payment Date	Amount (USD)
01/01/2019	Issuer Direct Corporation, Inv # <b>inv1048550</b>	01/08/2020	\$895.00
01/07/2020	Broadridge; Inv #E75678R_01072020	01/07/2020	\$222.42
01/28/2020	Resident Agents of Nevada, Inc., Inv #78558	01/31/2020	\$925.00
01/30/2020	Empire Stock Transfer Inc., Inv 32399835717, 1209191021	01/30/2020	\$385.00
<b>Total</b>			<b>\$ 2,427.42</b>

The Borrower agrees to repay the Principal Sum on July 31, 2021, or on-demand, provided that the demand is made not earlier than on July 31, 2021, together with interest calculated and compounded monthly at the rate of 8% per year (the "Interest") from the **Payment Date** as specified in the table above. The Borrower is liable for repayment of the Principal Sum and accrued Interest and any costs that the Lender incurs in trying to collect the Principal Sum and the Interest.

The Borrower will evidence the debt and its repayment of the Principal Sum and the Interest with a promissory note in the attached form.

LENDER  
**Caitlin L. Jeffs**

BORROWER  
**Red Metal Resources Ltd.**

Per:

Per:

/s/ "Caitlin L. Jeffs"

/s/ "Caitlin L. Jeffs"

Caitlin L. Jeffs

Caitlin L. Jeffs

## PROMISSORY NOTE

Principal Amount: **USD\$2,427.42**

January 31, 2020

FOR VALUE RECEIVED Red Metal Resources Ltd., (the "Borrower") promises to pay on demand, but not earlier than on July 31, 2021, to the order of Caitlin L. Jeffs (the "Lender") the sum of **\$2,427.42** lawful money of United States of America (the "Principal Sum") together with interest on the Principal Sum accrued from the Payment Date, as explicitly specified in that Loan Agreement dated for reference January 31, 2020 ("Effective Date") both before and after maturity, default and judgment at the Interest Rate as defined below.

For the purposes of this promissory note, Interest Rate means 8 per cent per year. Interest at the Interest Rate must be calculated and compounded monthly not in advance from and including the Payment Date (for an effective rate of 8.3% per annum calculated monthly), and is payable together with the Principal Sum when the Principal Sum is repaid.

The Borrower may repay the Principal Sum and the Interest in whole or in part at any time.

The Borrower waives presentment, protest, notice of protest and notice of dishonour of this promissory note.

**BORROWER**  
**Red Metal Resources Ltd.**

Per:

/s/ "Caitlin L. Jeffs"

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**Caitlin L. Jeffs**

## LOAN AGREEMENT

January 31, 2020

**Caitlin L. Jeffs** (the "Lender") of 48 Peter Street, Thunder Bay, Ontario P7A 5H3, advanced total of **CAD\$2,171.30** (the "Principal Sum") to Red Metal Resources Ltd. (the "Borrower") of 278 Bay Street, Suite 102, Thunder Bay, ON P7B 1R8. The Lender advanced the funds by way of payments made on behalf of the Borrower as outlined in the following table:

Invoice/ Statement Date	Description	Payment Date	Amount (CAD)
01/17/2020	W.L. Macdonald Law Corp, Inv # 15224, 15398	01/17/2020	\$ 1,771.28
01/31/2020	Blender Media, Inv #25712 & Oct 2019 inv	01/31/2020	400.02
<b>Total</b>			<b>\$ 2,171.30</b>

The Borrower agrees to repay the Principal Sum on July 31, 2021, or on-demand, provided that the demand is made not earlier than on July 31, 2021, together with interest calculated and compounded monthly at the rate of 8% per year (the "Interest") from the **Payment Date** as specified in the table above. The Borrower is liable for repayment of the Principal Sum and accrued Interest and any costs that the Lender incurs in trying to collect the Principal Sum and the Interest.

The Borrower will evidence the debt and its repayment of the Principal Sum and the Interest with a promissory note in the attached form.

LENDER  
**Caitlin L. Jeffs**

BORROWER  
**Red Metal Resources Ltd.**

Per:

Per:

/s/ "Caitlin L. Jeffs"

/s/ "Caitlin L. Jeffs"

\_\_\_\_\_  
Caitlin L. Jeffs

\_\_\_\_\_  
Caitlin L. Jeffs

## PROMISSORY NOTE

Principal Amount: **CAD\$2,171.30**

January 31, 2020

FOR VALUE RECEIVED Red Metal Resources Ltd., (the “Borrower”) promises to pay on demand, but not earlier than on July 31, 2021, to the order of Caitlin L. Jeffs (the “Lender”) the sum of **\$2,171.30** lawful money of Canada (the “Principal Sum”) together with interest on the Principal Sum accrued from the Payment Date, as explicitly specified in that Loan Agreement dated for reference January 31, 2020 (“Effective Date”) both before and after maturity, default and judgment at the Interest Rate as defined below.

For the purposes of this promissory note, Interest Rate means 8 per cent per year. Interest at the Interest Rate must be calculated and compounded monthly not in advance from and including the Payment Date (for an effective rate of 8.3% per annum calculated monthly), and is payable together with the Principal Sum when the Principal Sum is repaid.

The Borrower may repay the Principal Sum and the Interest in whole or in part at any time.

The Borrower waives presentment, protest, notice of protest and notice of dishonour of this promissory note.

**BORROWER**  
**Red Metal Resources Ltd.**

Per:

/s/ "Caitlin L. Jeffs"

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**Caitlin L. Jeffs**

## LOAN AGREEMENT

February 3, 2020

**Richard N. Jeffs** (the "Lender") of 11750 Fairtide Road, Ladysmith, BC V9G 1K5 Canada, advanced **CAD\$250,000** (the "Principal Sum") to Red Metal Resources Ltd. (the "Borrower") of Suite 102, 278 Bay Street, Thunder Bay, ON P7B 1R8.

The Borrower agrees to repay the Principal Sum on August 31, 2021, or on-demand, provided that the demand is made not earlier than on August 31, 2021, together with interest calculated and compounded monthly at the rate of 8% per year (the "Interest") from February 3, 2020. The Borrower is liable for repayment of the Principal Sum and accrued Interest and any costs that the Lender incurs in trying to collect the Principal Sum and the Interest.

The Borrower will evidence the debt and its repayment of the Principal Sum and the Interest with a promissory note in the attached form.

LENDER

**Richard N. Jeffs**

BORROWER

**Red Metal Resources Ltd.**

Per:

Per:

/s/ "Richard N. Jeffs"

**Richard N. Jeffs**

/s/ "Caitlin Jeffs"

**Caitlin Jeffs**  
**CEO, President**

## PROMISSORY NOTE

Principal Amount: **CAD\$250,000**

February 3, 2020

FOR VALUE RECEIVED Red Metal Resources Ltd., (the "Borrower") promises to pay on August 31, 2021, or on demand, provided that the demand is made not earlier than on August 31, 2021, to the order of Richard N. Jeffs (the "Lender") the sum of **\$250,000** lawful money of Canada (the "Principal Sum") together with interest on the Principal Sum calculated from February 3, 2020 ("Effective Date") both before and after maturity, default and judgment at the Interest Rate as defined below.

For the purposes of this promissory note, Interest Rate means 8 per cent per year. Interest at the Interest Rate must be calculated and compounded monthly not in advance from and including the Effective Date (for an effective rate of 8.3% per annum calculated monthly), and is payable together with the Principal Sum when the Principal Sum is repaid.

The Borrower may repay the Principal Sum and the Interest in whole or in part at any time.

The Borrower waives presentment, protest, notice of protest and notice of dishonour of this promissory note.

**BORROWER**  
**Red Metal Resources Ltd.**

Per:

/s/ "Caitlin Jeffs"

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**Caitlin Jeffs**  
**CEO, President**

## LOAN AGREEMENT

May 28, 2020

**Richard N. Jeffs** (the "Lender") of 11750 Fairtide Road, Ladysmith, BC V9G 1K5 Canada, advanced **CAD\$50,000** (the "Principal Sum") to Red Metal Resources Ltd. (the "Borrower") of Suite 102, 278 Bay Street, Thunder Bay, ON P7B 1R8.

The Borrower agrees to repay the Principal Sum on August 31, 2021, or on-demand, provided that the demand is made not earlier than on August 31, 2021, together with interest calculated and compounded monthly at the rate of 8% per year (the "Interest") from May 28, 2020. The Borrower is liable for repayment of the Principal Sum and accrued Interest and any costs that the Lender incurs in trying to collect the Principal Sum and the Interest.

The Borrower will evidence the debt and its repayment of the Principal Sum and the Interest with a promissory note in the attached form.

LENDER

**Richard N. Jeffs**

Per:

/s/ "Richard N. Jeffs"

**Richard N. Jeffs**

BORROWER

**Red Metal Resources Ltd.**

Per:

/s/ "Caitlin Jeffs"

**Caitlin Jeffs**

**CEO, President**

## PROMISSORY NOTE

Principal Amount: **CAD\$50,000**

May 28, 2020

FOR VALUE RECEIVED Red Metal Resources Ltd., (the "Borrower") promises to pay on August 31, 2021, or on demand, provided that the demand is made not earlier than on August 31, 2021, to the order of Richard N. Jeffs (the "Lender") the sum of **\$50,000** lawful money of Canada (the "Principal Sum") together with interest on the Principal Sum calculated from May 28, 2020 ("Effective Date") both before and after maturity, default and judgment at the Interest Rate as defined below.

For the purposes of this promissory note, Interest Rate means 8 per cent per year. Interest at the Interest Rate must be calculated and compounded monthly not in advance from and including the Effective Date (for an effective rate of 8.3% per annum calculated monthly), and is payable together with the Principal Sum when the Principal Sum is repaid.

The Borrower may repay the Principal Sum and the Interest in whole or in part at any time.

The Borrower waives presentment, protest, notice of protest and notice of dishonour of this promissory note.

**BORROWER**  
**Red Metal Resources Ltd.**

Per:

/s/ "Caitlin Jeffs"  
\_\_\_\_\_  
**Caitlin Jeffs**  
**CEO, President**

## LOAN AGREEMENT

July 31, 2020

**Caitlin L. Jeffs** (the “Lender”) of 48 Peter Street, Thunder Bay, Ontario P7A 5H3, advanced total of **USD\$1,454.50** (the “Principal Sum”) to Red Metal Resources Ltd. (the “Borrower”) of 278 Bay Street, Suite 102, Thunder Bay, ON P7B 1R8. The Lender advanced the funds by way of payments made on behalf of the Borrower as outlined in the following table:

Invoice/ Statement Date	Description	Payment Date	Amount (USD)
01/01/2020	Issuer Direct Corporation, Inv # <a href="#">INV1061667</a>	03/17/2020	\$984.50
05/01/2020	Empire Stock Transfer Inc., Inv 5466546546	06/16/2020	\$470.00
<b>Total</b>			<b>\$ 1,454.50</b>

The Borrower agrees to repay the Principal Sum on August 31, 2022, or on-demand, provided that the demand is made not earlier than on August 31, 2022, together with interest calculated and compounded monthly at the rate of 8% per year (the “Interest”) from the **Payment Date** as specified in the table above. The Borrower is liable for repayment of the Principal Sum and accrued Interest and any costs that the Lender incurs in trying to collect the Principal Sum and the Interest.

The Borrower will evidence the debt and its repayment of the Principal Sum and the Interest with a promissory note in the attached form.

LENDER  
**Caitlin L. Jeffs**

BORROWER  
**Red Metal Resources Ltd.**

Per:

Per:

/s/ "Caitlin L. Jeffs"

\_\_\_\_\_  
Caitlin L. Jeffs

/s/ "Caitlin L. Jeffs"

\_\_\_\_\_  
Caitlin L. Jeffs

## PROMISSORY NOTE

Principal Amount: **USD\$3,976.28**

July 31, 2020

FOR VALUE RECEIVED Red Metal Resources Ltd., (the "Borrower") promises to pay on demand, but not earlier than on July 31, 2021, to the order of Caitlin L. Jeffs (the "Lender") the sum of **\$3,976.28** lawful money of United States of America (the "Principal Sum") together with interest on the Principal Sum accrued from the Payment Date, as explicitly specified in that Loan Agreement dated for reference July 31, 2020 ("Effective Date") both before and after maturity, default and judgment at the Interest Rate as defined below.

For the purposes of this promissory note, Interest Rate means 8 per cent per year. Interest at the Interest Rate must be calculated and compounded monthly not in advance from and including the Payment Date (for an effective rate of 8.3% per annum calculated monthly), and is payable together with the Principal Sum when the Principal Sum is repaid.

The Borrower may repay the Principal Sum and the Interest in whole or in part at any time.

The Borrower waives presentment, protest, notice of protest and notice of dishonour of this promissory note.

**BORROWER**  
**Red Metal Resources Ltd.**

Per:

/s/ "Caitlin L. Jeffs"

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**Caitlin L. Jeffs**

## LOAN AGREEMENT

July 31, 2020

**Richard N. Jeffs** (the "Lender") of 11750 Fairtide Road, Ladysmith, BC V9G 1K5 Canada, advanced **USD\$23,000** (the "Principal Sum") to Red Metal Resources Ltd. (the "Borrower") of Suite 102, 278 Bay Street, Thunder Bay, ON P7B 1R8.

The Borrower agrees to repay the Principal Sum on August 31, 2021, or on-demand, provided that the demand is made not earlier than on August 31, 2021, together with interest calculated and compounded monthly at the rate of 8% per year (the "Interest") from July 31, 2020. The Borrower is liable for repayment for the Principal Sum and accrued Interest and any costs that the Lender incurs in trying to collect the Principal Sum and the Interest.

The Borrower will evidence the debt and its repayment of the Principal Sum and the Interest with a promissory note in the attached form.

LENDER

**Richard N. Jeffs**

BORROWER

**Red Metal Resources Ltd.**

Per:

Per:

/s/ "Richard N. Jeffs

**Richard N. Jeffs**

/s/ "Caitlin Jeffs"

**Caitlin Jeffs**

**CEO, President**

## PROMISSORY NOTE

Principal Amount: **USDS23,000**

July 31, 2020

FOR VALUE RECEIVED Red Metal Resources Ltd., (the "Borrower") promises to pay on August 31, 2021, or on demand, provided that the demand is made not earlier than on August 31, 2021, to the order of Richard N. Jeffs (the "Lender") the sum of **\$23,000** lawful money of the United States of America (the "Principal Sum") together with interest on the Principal Sum from July 31, 2020 ("Effective Date") both before and after maturity, default and judgment at the Interest Rate as defined below.

For the purposes of this promissory note, Interest Rate means 8 per cent per year. Interest at the Interest Rate must be calculated and compounded monthly not in advance from and including the Effective Date (for an effective rate of 8.3% per annum calculated monthly), and is payable together with the Principal Sum when the Principal Sum is repaid.

The Borrower may repay the Principal Sum and the Interest in whole or in part at any time.

The Borrower waives presentment, protest, notice of protest and notice of dishonour of this promissory note.

**BORROWER**  
**Red Metal Resources Ltd.**

Per:

\_\_\_\_\_/s/ "Caitlin Jeffs"  
**Caitlin Jeffs**  
**CEO, President**

## LOAN AGREEMENT

August 10, 2020

**Caitlin L. Jeffs** (the “Lender”) of 48 Peter Street, Thunder Bay, Ontario P7A 5H3, advanced total of **CAD\$5,000.00** (the “Principal Sum”) to Red Metal Resources Ltd. (the “Borrower”) of 278 Bay Street, Suite 102, Thunder Bay, ON P7B 1R8. The Lender advanced the funds by way of a payment made on behalf of the Borrower to Boughton Law Corporation, the Company’s legal counsel the Company engaged to prepare and file S-4 Registration Statement. Boughton Law Corporation requested a retainer for the services in the amount of CAD\$5,000.

The Borrower agrees to repay the Principal Sum on August 31, 2022, or on-demand, provided that the demand is made not earlier than on August 31, 2022, together with interest calculated and compounded monthly at the rate of 8% per year (the “Interest”) from the date of this loan agreement. The Borrower is liable for repayment of the Principal Sum and accrued Interest and any costs that the Lender incurs in trying to collect the Principal Sum and the Interest.

The Borrower will evidence the debt and its repayment of the Principal Sum and the Interest with a promissory note in the attached form.

LENDER

**Caitlin L. Jeffs**

BORROWER

**Red Metal Resources Ltd.**

Per:

Per:

/s/ "Caitlin L. Jeffs"

\_\_\_\_\_  
Caitlin L. Jeffs

/s/ "Caitlin L. Jeffs"

\_\_\_\_\_  
Caitlin L. Jeffs

## PROMISSORY NOTE

Principal Amount: **CAD\$5,000.00**

August 10, 2020

FOR VALUE RECEIVED Red Metal Resources Ltd., (the “Borrower”) promises to pay on demand, but not earlier than on July 31, 2022, to the order of Caitlin L. Jeffs (the “Lender”) the sum of **\$5,000.00** lawful money of Canada (the “Principal Sum”) together with interest on the Principal Sum accrued from the date of the Loan Agreement, as explicitly specified in that Loan Agreement dated for reference August 10, 2020 (“Effective Date”) both before and after maturity, default and judgment at the Interest Rate as defined below.

For the purposes of this promissory note, Interest Rate means 8 per cent per year. Interest at the Interest Rate must be calculated and compounded monthly not in advance from and including the Payment Date (for an effective rate of 8.3% per annum calculated monthly), and is payable together with the Principal Sum when the Principal Sum is repaid.

The Borrower retains the right but not an obligation, to repay the Principal Sum and the Interest in whole or in part at any time.

The Borrower waives presentment, protest, notice of protest and notice of dishonour of this promissory note.

**BORROWER**  
**Red Metal Resources Ltd.**

Per:

/s/ "Caitlin L. Jeffs"  
\_\_\_\_\_  
**Caitlin L. Jeffs**

## LOAN AGREEMENT

September 1, 2020

**Caitlin L. Jeffs** (the “Lender”) of 48 Peter Street, Thunder Bay, Ontario P7A 5H3, advanced total of **CAD\$15,000.00** (the “Principal Sum”) to Red Metal Resources Ltd. (the “Borrower”) of 278 Bay Street, Suite 102, Thunder Bay, ON P7B 1R8. The Lender advanced the funds by way of a payment made on behalf of the Borrower to Boughton Law Corporation, the Company’s legal counsel the Company engaged to prepare and file S-4 Registration Statement. Boughton Law Corporation requested an additional retainer for the services in the amount of CAD\$15,000.

The Borrower agrees to repay the Principal Sum on August 31, 2022, or on-demand, provided that the demand is made not earlier than on August 31, 2022, together with interest calculated and compounded monthly at the rate of 8% per year (the “Interest”) from the date of this loan agreement. The Borrower is liable for repayment of the Principal Sum and accrued Interest and any costs that the Lender incurs in trying to collect the Principal Sum and the Interest.

The Borrower will evidence the debt and its repayment of the Principal Sum and the Interest with a promissory note in the attached form.

LENDER

**Caitlin L. Jeffs**

BORROWER

**Red Metal Resources Ltd.**

Per:

Per:

\_\_\_\_\_/s/ "Caitlin L. Jeffs"\_\_\_\_\_  
Caitlin L. Jeffs

\_\_\_\_\_/s/ "Caitlin L. Jeffs"\_\_\_\_\_  
Caitlin L. Jeffs

## PROMISSORY NOTE

Principal Amount: **CAD\$15,000.00**

September 1, 2020

FOR VALUE RECEIVED Red Metal Resources Ltd., (the "Borrower") promises to pay on demand, but not earlier than on July 31, 2022, to the order of Caitlin L. Jeffs (the "Lender") the sum of **\$15,000.00** lawful money of Canada (the "Principal Sum") together with interest on the Principal Sum accrued from the date of the Loan Agreement, as explicitly specified in that Loan Agreement dated for reference September 1, 2020 ("Effective Date") both before and after maturity, default and judgment at the Interest Rate as defined below.

For the purposes of this promissory note, Interest Rate means 8 per cent per year. Interest at the Interest Rate must be calculated and compounded monthly not in advance from and including the Payment Date (for an effective rate of 8.3% per annum calculated monthly), and is payable together with the Principal Sum when the Principal Sum is repaid.

The Borrower retains the right but not an obligation, to repay the Principal Sum and the Interest in whole or in part at any time.

The Borrower waives presentment, protest, notice of protest and notice of dishonour of this promissory note.

**BORROWER**  
**Red Metal Resources Ltd.**

Per:

/s/ "Caitlin Jeffs"  
\_\_\_\_\_  
**Caitlin L. Jeffs**

## LOAN AGREEMENT

April 29, 2021

**Richard N. Jeffs** (the “Lender”) of 11750 Fairtide Road, Ladysmith, BC V9G 1K5 Canada, advanced **USD\$30,000** to Red Metal Resources Ltd. (the “Borrower”) of Suite 102, 278 Bay Street, Thunder Bay, ON P7B 1R8.

Mr. Jeffs notified the Company of his requirement to pay the Company USD\$5,797.90 related to short-swing profits under Section 16(b) of the Securities Exchange Act of 1934, as amended. Mr. Jeffs requested that USD\$5,797.90 be applied toward recovery of short-swing profits with the remaining USD\$24,202.10 (the “Principal Sum”) of the advance to be repaid by the Company in accordance with the terms listed below.

The Borrower agrees to repay the Principal Sum on August 31, 2022, or on-demand, provided that the demand is made not earlier than on August 31, 2022, together with interest calculated and compounded monthly at the rate of 8% per year (the “Interest”) from April 29, 2021. The Borrower is liable for repayment for the Principal Sum and accrued Interest and any costs that the Lender incurs in trying to collect the Principal Sum and the Interest.

The Borrower will evidence the debt and its repayment of the Principal Sum and the Interest with a promissory note in the attached form.

LENDER

**Richard N. Jeffs**

BORROWER

**Red Metal Resources Ltd.**

Per:

Per:

/s/ "Richard N. Jeffs

**Richard N. Jeffs**

/s/ "Caitlin Jeffs"

**Caitlin Jeffs**

**CEO, President**

## PROMISSORY NOTE

Principal Amount: **USDS\$24,202.10**

April 29, 2021

FOR VALUE RECEIVED Red Metal Resources Ltd., (the “Borrower”) promises to pay on August 31, 2022, or on demand, provided that the demand is made not earlier than on August 31, 2022, to the order of Richard N. Jeffs (the “Lender”) the sum of **\$24,202.10** lawful money of the United States of America (the “Principal Sum”) together with interest on the Principal Sum from April 29, 2021 (“Effective Date”) both before and after maturity, default and judgment at the Interest Rate as defined below.

For the purposes of this promissory note, Interest Rate means 8 per cent per year. Interest at the Interest Rate must be calculated and compounded monthly not in advance from and including the Effective Date (for an effective rate of 8.3% per annum calculated monthly), and is payable together with the Principal Sum when the Principal Sum is repaid.

The Borrower may repay the Principal Sum and the Interest in whole or in part at any time.

The Borrower waives presentment, protest, notice of protest and notice of dishonour of this promissory note.

**BORROWER**  
**Red Metal Resources Ltd.**

/s/ "Caitlin Jeffs"  
\_\_\_\_\_  
**Caitlin Jeffs**  
**CEO, President**