

THIS MINERAL PROPERTY OPTION AGREEMENT is dated and made for reference effective the 17th day of February, 2017.

BETWEEN:

RIDGE RESOURCES LTD., a British Columbia company
having an office at 1658 Tower St. Telkwa, BC V0J 2X0

("Ridge")

OF THE FIRST PART

AND:

CRUCIBLE RESOURCES LTD., a British Columbia company having an
office at 7069 McBride St. Burnaby, BC V5E 1R1

("Crucible")

OF THE SECOND PART

AND:

477291 B.C. Ltd a British Columbia company having an office at 1416 Acadia
Road, Vancouver, BC, V6T 1P6

("477")

OF THE THIRD PART

AND:

MVR CONSULTING INC., a British Columbia company having an office at
5320 McHardy St., Vancouver, BC, V5R 4C5

("MVR")

OF THE FOURTH PART

AND:

TIMOTHY ARTHUR JOHNSON, a person residing at 2674 Pylades Dr.,
Ladysmith, BC V9G 1E5

("Johnson")

OF THE FIFTH PART

Collectively (the "Vendors")

AND: LANDSDOWN HOLDINGS LTD., a British Columbia company having an office at Suite 700 – 55 University Ave, Toronto, ON M5J 2H7

(“Landsdown” or the “Purchaser”)

OF THE SIXTH PART

WHEREAS:

A. Ridge, Crucible, MVR, Johnson and 477 (collectively, the “Vendors” and individually a “Vendor”), are collectively the beneficial owners of an undivided one hundred percent (100%) interest in and to those certain mineral claims (the “Claims”) which are more particularly described in Recital A attached hereto and which are included in the Property (as hereinafter defined).

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

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

1. In this Agreement:

- (a) **“Agreement”** means this agreement, including the recitals and the Schedules, all as amended, supplemented or restated from time to time.
- (b) **“Approval Date”** means the date on which the Exchange gives its approval to this Agreement.
- (c) **“Claims”** has the meaning given in Recital A.
- (d) **“Exchange”** means the TSX Venture Exchange or The Canadian Stock Exchange.
- (e) **“Government or Regulatory Authority”** means any federal, provincial, regional, municipal or other government, governmental department, regulatory authority, commission, board, bureau, agency or instrumentality that has lawful authority to regulate or administer or govern the business or property or affairs of any person, and for the purposes of this Agreement also includes any corporation or other entity owned or controlled by any of the foregoing and any stock exchange on which shares of a Party are listed for trading.
- (f) **“Mining Rights Contracts”** means any instruments or agreements, whether or not reduced to writing, by whatever name called under applicable law or practice and whether obtained from a Government or Regulatory Authority or any other person, pursuant to which rights that are or are analogous to rights to explore for and/or commercially exploit base and precious metals and other minerals are

held, or owned, and shall include, without limitation, a “mineral claim”, “mineral interest”, “mining claim”, “grant”, “concession”, “exclusive permission”, “mining contract”, “mining licence”, “exploitation permit”, “right of reconnaissance”, “right or exploration”, “research permit”, “exploration permit”, “royalty interest”, or otherwise.

- (g) “**NET SMELTER RETURN**” or “**NSR**” means a 2% net smelter return interest in revenue from the sale of production pursuant to Section 6 of this Agreement.
- (h) “**Option**” has the meaning given in Section 2 of this Agreement.
- (i) “**Payment Shares**” means the common shares of the Purchaser to be issued to the Vendors pursuant to Section 3 of this Agreement.
- (j) “**Property**” means the Claims and the property subject thereto including any renewals, extensions or replacements thereof, together with any other Mining Rights Contracts held or applied for in connection therewith together with all other rights and mineral interests appurtenant or incidental thereto.
- (k) “**Transfer Date**” has the meaning given in Section 4 of this Agreement.

2. The Vendors hereby grant to the Purchaser an exclusive option (the “Option”) to purchase the one hundred percent (100%) undivided interest in and to the Property, free and clear of all claims, taxes, liens, charges or encumbrances, on the terms and conditions set out herein.

3. In consideration of the grant of the Option, the Purchaser shall pay to Ridge, for subsequent distribution to the Vendors, the sum of **\$10,000** within 10 days of execution of this Agreement. To maintain the Option in force and to exercise the Option, the Purchaser shall also:

- (a) make cash payments to Ridge on the following schedule, for subsequent distribution by Ridge to the Vendors:
 - (i) \$20,000 12 months from the date of signing of the agreement;
 - (ii) \$30,000 24 months from the date of signing of the agreement;
- (b) issue to the Vendors, **400,000** common shares of the Purchaser upon Exchange acceptance of this agreement the (“Approval Date”), each as to 80,000 Ridge, 80,000 Crucible, 80,000 MVR, 80,000 Johnson and 80,000 477;
- (c) issue to the Vendors, **600,000** common shares of the Purchaser 12 months from the Approval Date, each as to 120,000 Ridge, 120,000 Crucible, 120,000 MVR, 120,000 Johnson and 120,000 477, and;
- (d) issue to the Vendors, **800,000** common shares of the Purchaser 24 months from the Approval Date, each as to 160,000 Ridge, 160,000 Crucible, 160,000 MVR, 160,000 Johnson and 160,000 477.

4. Upon completion of payments as required pursuant to Section 3 and the issuance to the Vendors of all of the Payment Shares to be issued pursuant to Section 3, the Purchaser will become the legal and beneficial owner of a 100% interest in the Property and the Vendors will transfer or cause to be transferred 100% of the legal title to the Property to the Purchaser (the "Transfer Date"). In the event the Purchaser does not complete any such payments or any such Payment Shares (and such failure continues for 30 days after notice in writing to the Purchaser from the Vendors), at the option of the Vendors the Purchaser will forfeit its right to acquire the Property and no party will have further rights against the others pursuant to this Agreement.

5. The Purchaser may at its sole discretion accelerate the Agreement and Payments due under the terms of the Agreement with 10 days notice to the Vendors

6. The Vendors shall be entitled to receive and the Purchaser shall pay to the Vendors a royalty equal to 2% of Net Smelter Returns as defined in Recital B (the "NSR"), provided that the Purchaser shall have the right to purchase one half of the Vendors' NSR (thus reducing it to 1% of Net Smelter Returns) by paying to the Vendors, as to 1/5 each, the lump sum of \$1,000,000 at any time up to and including the commencement of commercial production.

7. The Vendors jointly and severally warrant and represent to the Purchaser that:

- (a) each of the Vendors is resident at the address set forth beside its name on the first page of this Agreement;
- (b) Ridge, Crucible, MVR and 477 are corporations duly subsisting under the laws of the jurisdiction of its incorporation with the corporate power to own its assets and to carry on its business;
- (c) Johnson is a natural Person with the authority to own his assets;
- (d) each of the Vendors has good and sufficient authority to enter into and deliver this Agreement and to transfer its legal and beneficial interest in the Property to the Purchaser;
- (e) the execution, delivery and performance of this Agreement by each of the Vendors, and the consummation of the transactions herein contemplated by each of the Vendors will not (i) violate or conflict with any term or provision of any of the articles, by laws or other constating documents of either of the Vendors; (ii) violate or conflict with any term or provision of any order of any court, Government or Regulatory Authority or any law or regulation of any jurisdiction in which a Vendor's business is carried on; or (iii) conflict with, accelerate the performance required by or result in the breach of any agreement to which either of the Vendors is a party or by which either of the Vendors is currently bound;
- (f) the Claims have been properly located, recorded and (where applicable) staked pursuant to the applicable laws and regulations of British Columbia are properly described in Schedule A and are in good standing;

- (g) the Vendors hold all permits, licenses, consents and authorities issued by any Government or Regulatory Authority, which are necessary in connection with the ownership of the Property, all of which are included in the Property;
- (h) all fees, taxes, assessments, rentals, levies or other payments required to be made relating to the Property have been made;
- (i) other than this Agreement, there are no outstanding agreements or options to acquire or purchase the Property or any portion thereof or any interest therein;
- (j) there is no adverse claim or challenge against or to the ownership of or title to any part of the Property, and no party has any right, title, claim or other interest in the Property;
- (k) all property rights or interests of the Vendors in the Property are legally and beneficially owned or held by the Vendors, are in good standing, are valid and enforceable, are free and clear of any liens, charges or encumbrances and no royalty is payable in respect of any part of the Property and on the Transfer Date, the legal and beneficial title in the Property will be transferred to the Purchaser free and clear of any liens, charges or encumbrances subject only to the Net Smelter Return provided for in Section 5;
- (l) there are no actions, claims, investigations, suits, proceedings or inquiries (judicial or otherwise) pending or, to the best of its knowledge, threatened against or relating to the Vendors or either of them or the Property before or by any Government or Regulatory Authority, which may, in any way, have a materially adverse effect on the ability of the Vendors, or either of them, to perform their or its obligations hereunder;
- (m) the Property does not, to the best of the Vendors' knowledge after due enquiry, contain any hazardous or toxic material, pollution or other adverse environmental conditions that may give rise to any environmental liability under any applicable environmental laws, regulations, rules or by-laws, and neither of the Vendors has received, nor is aware of any pending or threatened, notice of non-compliance with any environmental laws, regulations, rules or by-laws;
- (n) neither of the Vendors has received from any Government or Regulatory Authority, any notice of or communication relating to any actual or alleged environmental claims, and there are no outstanding work orders or actions required to be taken relating to environmental matters respecting the Property or any operations carried out on the Property;
- (o) they have provided to the Purchaser all data, maps, interpretive data, samples and other materials relevant to the Property for evaluation and in the possession or control of the Vendors or either of them, and on the Approval Date will transfer to Purchaser the said materials and information to be held in Purchaser's possession until this Agreement is terminated; and
- (p) the Vendors are not non-residents of Canada within the meaning of Section 116 of the *Income Tax Act*, R.S.C. 1985, Chapter 1 (5th Supp.), as amended.

As the issuance of the Payment Shares to the Vendors is being completed pursuant to exemptions from the requirements to provide the Vendors with a prospectus and to sell the securities issuable pursuant to this Agreement through a person registered to sell securities under applicable securities legislation, each of the Vendors acknowledges that:

- (q) certain protections, rights and remedies provided by applicable securities legislation, including statutory rights of rescission or damages, shall not be available to the Vendors and the Vendors may not receive information that they would be entitled to under applicable securities legislation if no prospectus exemption was available;
- (r) the Purchaser is relieved of certain obligations which would otherwise apply under applicable securities legislation;
- (s) various filings must be completed and disclosures made to the securities regulatory authorities having jurisdiction over the securities of the Purchaser and to the Exchange;
- (t) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Payment Shares to be issued herein; and
- (u) there is no government or other insurance covering the Payment Shares to be issued herein.

8. The Purchaser may not assign this Agreement without the written consent of the Vendors, such consent not to be unreasonably withheld or delayed, and any assignment will not relieve the Purchaser of its obligations hereunder.

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

- (a) enter thereon;
- (b) have exclusive and quiet possession thereof;
- (c) do such further prospecting, exploration, development and/or other mining work thereon and thereunder as the Purchaser in its sole discretion may determine advisable;
- (d) bring upon and erect upon the Property buildings, plant, machinery and equipment as the Purchaser may deem advisable; and
- (e) remove therefrom and dispose of reasonable quantities of ores, minerals and metals for the purposes of obtaining assays or making other tests.

10. Until the Transfer Date, the Purchaser shall, in regard to the Property:

- (a) maintain in good standing those licenses, mineral claims, concessions or other interests comprising the Property by the doing and filing of assessment work or the making of payments in lieu thereof and the performance of all other actions

which may be necessary in that regard and in order to keep such mineral claims, concessions or other interests free and clear of all liens and other charges arising from the Purchaser's activities thereon except those at the time contested in good faith by the Purchaser;

- (b) permit the parties to this Agreement, at their own expense, reasonable and timely access to the results of the work done on the Property;
- (c) keep the Property free and clear of all liens, charges and encumbrances of every character arising from its operation hereunder (except for liens for taxes not then due, other inchoate liens and liens contested in good faith by the Purchaser, and proceed with all reasonable diligence to contest or discharge any lien that is filed;
- (d) pay, when due and payable, all wages or salaries for services rendered in connection with the Property and all accounts for materials supplied on or in respect of any work or operation performed on the Property; and
- (e) do or cause to be done all work on any and all Property in a good and workmanlike fashion and in accordance with all applicable laws, regulations, orders and ordinances of any applicable governmental authority.

11. Purchaser may, at any time prior to the Transfer Date, terminate this Agreement in its entirety on thirty (30) days written notice to the Vendors and except for the obligations set out in this Section and except for any liability for breach of any obligation incurred prior to such termination, shall thereafter have no liability to the Vendors as a result of such termination.

- (a) Upon termination pursuant to this Section, Purchaser shall have no legal or beneficial interests in or to the Property. The Agreement is an option only in respect of the Property and except as specifically provided otherwise, nothing in this Agreement shall be construed as obligating Purchaser to do any acts or make any payments hereunder and any act or acts or payment or payments as shall be made hereunder shall not be construed as obligating Purchaser to do any further act or make any further payment.
- (b) Purchaser agrees to indemnify and save the Vendors harmless from and against any loss, costs or damages for damage to person or property, lost profits and for environmental liability suffered or incurred by the Vendors arising directly or indirectly from any operations or activities conducted on the Property by or on behalf of the Purchaser. This indemnity shall survive any termination of this Agreement. Notwithstanding any other provisions of this Agreement, in the event of termination of this Agreement, Purchaser will:
 - (i) provide the Vendors with copies of all data and information related to the Property that was not provided to the Vendor prior to the termination of this Agreement, together with, if applicable, a final report on all work carried out by Purchaser together with all drill cores and unprocessed assay samples;

- (ii) have the right and obligation to remove from the Property within 180 days of the effective date of such termination all equipment erected, installed or brought upon the Property by or at the instance of Purchaser;
- (iii) perform all reclamation work on the Property required under applicable mining, exploration and environmental laws in British Columbia, as a result of exploration or operations carried out by or on behalf of Purchaser; and
- (iv) leave the mineral claims and any other mineral tenures comprising the Property free and clear of encumbrances and in good standing under applicable laws in British Columbia for at least two years after the date of termination.

12. During the term of this Agreement, any mineral claim, lease or other mineral right acquired by or on behalf of either party by staking of open ground, any portion of which is within 2 km from the outside boundaries of the Claims, shall be deemed to have been acquired on behalf of and for the benefit of the parties, and shall be included as the Property under the terms of this Agreement.

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

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

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

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

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

18. Time is of the essence of this Agreement.

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

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

21. Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

22. Delivery of an executed copy of this Agreement by telecopy, telex, or other means of electronic communication producing a printed copy will be deemed to be execution and delivery of this Agreement on the date of such communication by the party so delivering such copy, subject to delivery of an originally executed copy of this Agreement to the other party hereto within two weeks of the date of delivery of the copy sent via the electronic communication.

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

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

RIDGE RESOURCES LTD.

Per: ***"Samuel Kyler Hardy"***
Name: Samuel Kyler Hardy

CRUCIBLE RESOURCES LTD.

Per: ***"Doug Warkentin"***
Name: Doug Warkentin

MVR CONSULTING INC.

Per: ***"Mike Rowley"***
Name: Mike Rowley

TIMOTHY ARTHUR JOHNSON

Per: ***"Timothy Arthur Johnson"***

477291 B.C. LTD.

Per: ***"John Norton"***
Name: John Norton

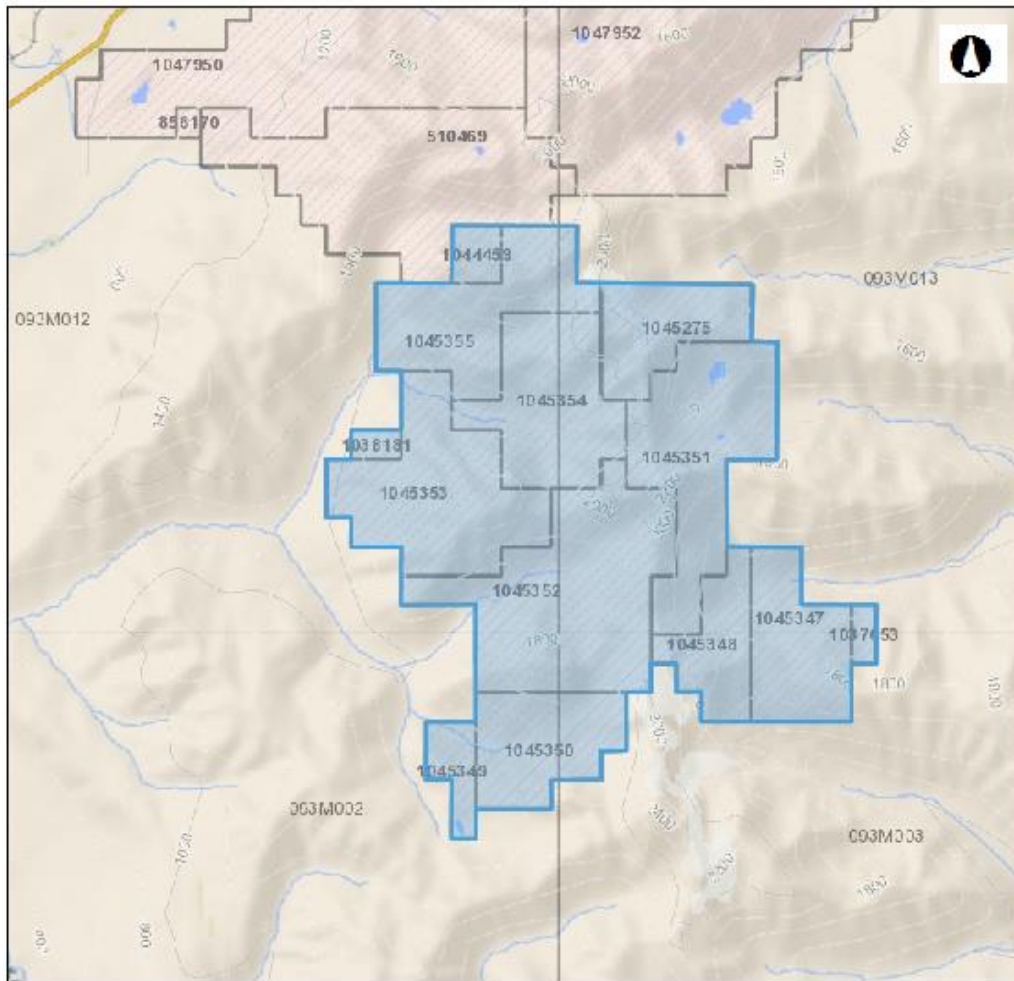
LANDSDOWN HOLDINGS LTD.

Per: ***"James Macintosh"***
Name: James Macintosh

RECITAL 'A' - PROPERTY DESCRIPTION

CLAIMS

Title Number	Claim Name	Good To Date	Status	Area (ha)
1037653	EAST SULTANA	2017/APR/07	GOOD	37.02
1038181	SLATER NW	2017/APR/07	GOOD	36.99
1044459	OHIO EAST	2017/JUN/05	GOOD	73.94
1045275	PORPHYRY	2017/APR/07	GOOD	314.33
1045347	SULTANA	2017/APR/07	GOOD	370.21
1045348	BIG BORU	2017/APR/07	GOOD	259.15
1045349	KILLARNEY	2017/APR/07	GOOD	111.12
1045350	BRIAN BORU	2017/APR/07	GOOD	370.37
1045351	TINA	2017/APR/07	GOOD	647.44
1045352	JUPITER	2017/APR/07	GOOD	906.95
1045353	SLATER	2017/APR/07	GOOD	666.05
1045354	BRUNSWICK	2017/APR/07	GOOD	517.87
1045355	ARMAGOSA	2017/APR/07	GOOD	499.18
TOTAL				4,810.61



RECITAL 'B' - NET SMELTER RETURN ('NSR') DEFINITION

1 NET SMELTER RETURN ('NSR') ROYALTY DEFINITION

- 1.1 "Net Smelter Returns", subject to Section 2 of this Recital B, shall mean all proceeds, received or deemed received from any mint, smelter, refinery, reduction works or other purchaser from the sale of ores, metals, concentrates or other mineral products produced or deemed to be produced from the Property, after deducting from such proceeds, to the extent that they are actually incurred and were not deducted by the purchaser in computing payment; sampling and assaying, treatment, smelting and refining charges, penalties; costs of transportation of ores, metals, concentrates or other mineral products from the Property to any mint, smelter, refinery, reduction works or other purchaser; and insurance on such ores, metals, concentrates or other mineral products.
- 1.2 In the event that the Purchaser receives refined metal or mineral product in kind rather than cash payment for all or some portion of the ore, concentrate or other product delivered from the Property to any mint, smelter, refinery, reduction works or other purchaser during the term of this Agreement, the Vendors will be paid the cash equivalent for its royalty share of such refined metal or mineral based upon the prevailing average unit price for such commodity during the quarterly period received, calculated from the daily posted spot price obtained from the Wall Street Journal or other universally accepted reliable source. Any such payments will be minus appropriate, proportional deductions specified in Section 1.1.
- 1.3 The amount of the Net Smelter Returns calculated in respect of any calendar quarter shall be estimated and paid by the Purchaser to the Vendors within thirty (30) days of the end of the quarter. Payments shall be made in Canadian dollars and shall be accompanied by detailed calculations and supporting documentation showing the amounts payable.
- 1.4 Payments of Net Smelter Returns for a calendar year shall be subject to adjustment within six (6) months after the end of the calendar year based on an audit. The yearend calculation of Net Smelter Returns shall be audited by a national firm of chartered accountants designated by the Purchaser or its assignee(s) (which may be the auditor of the Purchaser or its assignee(s)) and:
 - a. copies of the audited reports shall be delivered to the Purchaser or its assignee(s) and the Vendors by the chartered accounting firm;
 - b. either party shall have three (3) months after receipt of audited report to object thereto in writing to the other party, and failing such objection, such report shall be deemed correct; and
 - c. in the event of a re-audit, all costs relating to such re-audit shall be paid by the Purchaser or its assignee(s) unless the re-audit was required by the Vendors and the original audit is found to be substantially correct, in which case such cost will be paid by the Vendors.

- 1.5 The Vendors' Royalty interest granted herein is intended to run with and form part of the mineral tenures and not be merely contractual in nature.

2 COMMINGLING AND UNITIZATION

- 2.1 The Purchaser may commingle ore, minerals, concentrates or other products from the Property (the "Subject Ore") with ore, minerals, concentrates or other products from other property (the "Other Ore"). Before commingling, the Purchaser will have the Subject Ore and Other Ore weighed and sampled in accordance with sound mining and mineral processing practice for moisture and mineral content, and analyze the samples to determine mineral content. The Purchaser may determine weights by truck counts or other similar methods, and may determine mineral content from exploration drilling data, provided that such methods are used consistently for Subject Ore and Other Ore.
- 2.2 Applicable royalties shall be allocated between Subject Ore and Other Ore on the basis of gross mineral content, with regard being given to the difference, if any, between the royalty rate on the Subject Ore and the royalty rate on the Other Ore.
- 2.3 The Purchaser may by notice to the Vendors establish a mining unit (the "Unit"). The Vendors shall negotiate in good faith with the Purchaser and with the owners of the property within the Unit in order to agree upon the terms of a Unit Agreement, which will provide for the allocation among the Vendors and the owners of the property within the Unit of production, royalties on ores, minerals, concentrates, and other products, mined from the unitized area and sold or deemed to have been sold by the Purchaser. In the event that a Unit is established, in no event would the Purchaser have the right to diminish the Vendors' royalty to an amount which would be less than the royalty established in Section 6 of this Agreement.