

LETTER OF INTENT

This Letter of Intent (this "**Agreement**") made at Vancouver, British Columbia on October 10, 2018 by and between Golden Pursuit Resources Ltd. ("**GoldPur**") or its assignee, a British Columbia corporation hereinafter referred to as "**GoldPur**" and 1167609 BC LTD., a British Columbia corporation hereinafter referred to as "**BCCO**", collectively referred to as the "**Parties**".

RECITALS

A. GoldPur owns the mineral rights, meaning the rights, approved by all applicable governments and laws, to exploit, mine, and/or produce any and all minerals, to the Property identified in Schedule "A" (the "**Property**");

B. BCCO is involved in the exploration and development of precious minerals and is interested in acquiring a 60% interest in the Property.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, BCCO and GoldPur agree as follows:

1. **Option:** GoldPur grants BCCO the right to purchase a 60% interest in the Property at any time while this LOI or a Follow-up Lease/Option to Purchase agreement is in effect. The option includes the following:
 - (a) the right to purchase a 60% interest in the Property at any time;
 - (b) the right of first refusal at all times for the purchase of the remaining interests and the NSR, as defined below, in the Property;
 - (c) the purchase price shall be \$500,000 USD;
 - (d) the annual lease payments shall not constitute a portion of the purchase price;
 - (e) all lease payments by BCCO shall cease following its payment of the purchase price;
 - (f) the option to purchase must be exercised prior to commencement of commercial production, meaning:
 - (i) if a mill is located on the Property, the last day of a period of forty (40) consecutive days in which, for not less than thirty (30) days, the mill processed minerals from the Property at not less than sixty percent (60%) of its rated capacity; and

- (ii) if no mill is located on the Property, the last day of the first period of thirty (30) consecutive days during which minerals have been shipped from the Property on a reasonably regular basis for the purpose of earning revenues;
- (iii) but no period of time during which minerals are shipped from the Property for testing purposes, and no period of time during which milling operations are undertaken as initial tune-up, shall be taken into account in determining the date of commencement of commercial production

(the "Option").

2. Consideration - Annual Lease Payments: As consideration for the Option and following the entry by the Parties into a binding Follow-up Lease/Option agreement, in exchange for the acquisition of the Option, BCCO shall make annual lease payments to GoldPur as follows:

Time	Cash Payment (USD\$)
Within 5 business days after signing	\$25,000.00
Twelve month anniversary	\$25,000.00
Twenty-four month anniversary	\$25,000.00
Thirty-Six month anniversary	\$50,000.00
Forty-Eight month anniversary	\$50,000.00
Sixty Month anniversary	\$100,000.00 and annually thereafter

3. Net Smelter Return Royalty ("NSR"), Working Interests and Exploration Expenditures: GoldPur shall retain a 2% NSR on the Property which 2% NSR shall be paid before the payment of any net revenues pursuant to the respective Joint Venture interest between the Parties to the Joint Venture.

BCCO shall retain a right of first refusal on the acquisition of the entire NSR, as further described in Schedule "B", at all material times. GoldPur acknowledges that there is no additional Royalties payable to any other parties on the Property – a copy of this Agreement will be provided to both parties on signing of this LOI.

Following the payment of the Purchase Price by BCCO, the Parties intend that GoldPur will maintain a 40% working interest in the Property and BCCO will maintain a 60% working interest in the Property. This means that each party will pay that portion of the Exploration Expenditures as they come due and no later than 30 calendar days after they become due. As Operator, BCCO will carry out work on the Property and incur "Exploration Expenditures", which include all maintenance, development and

environmental remediation expenses, other expenses, cash obligations and liabilities of whatever kind or nature spent or incurred directly or indirectly in connection with mining work and, without limiting the generality of the foregoing, includes monies expended constructing or acquiring all facilities, buildings, machinery and equipment in connection with mining work, in paying any taxes, fees, charges, payments or rentals (including payments made in lieu of assessment work) or otherwise paid to keep the Property or any portion thereof in good standing including any payment to or in respect of acquiring any agreement or confirmation from any holder of surface rights respecting the Property or any portion thereof, in carrying out any survey of the Property or any portion thereof, in paying the fees, wages, salaries, travelling expenses, fringe benefits (whether or not required by law) or all persons engaged in work with respect to and for the benefit of the Property or any portion thereof, in paying for the food, lodging and other reasonable needs of such persons, in supervising and managing any work done with respect to and for the benefit of the Property or any portion thereof including overhead charges claimed by the Operator or in any other respects necessary for the due carrying out of mining work and in connection with milling, processing and treatment operations, and in providing supervision, management, administration and accounting, financing, marketing, engineering, legal and other support services in connection with mining work. The certificate of an officer of the BCCO as Operator to the amount of Exploration Expenditures incurred and as to their categorization to be carried out in accordance with IFRS 6 "Explorations for and Evaluations of Mineral Resources" shall be *prima facie* evidence of such amounts having been incurred and provide an invoice requiring GoldPur to promptly repay that portion of the Exploration Expenditures equal to its working interest in the Property subject to the full and unfettered right of GoldPur to audit the receipts and invoices supporting the reported Exploration Expenditures that GoldPur is being asked to reimburse under this Agreement. BCCO shall be subject to keep true and accurate books and records of all of its operations and activities with respect to the Exploration Expenditures, prepared in accordance with Canadian generally accepted accounting principles, consistently applied. GoldPur may, from time to time, perform audits or other examinations of all of the books and records of BCCO to confirm royalty calculations and compliance with terms of this Agreement. The reasonable expenses of any audit or other examination permitted under this section (3) shall be paid by GoldPur, unless the results of such audit or examination permitted hereunder disclose a deficiency in respect of the Exploration Expenditures reimbursement amount payable to GoldPur or the royalty payments paid to GoldPur hereunder greater than CDN\$5,000, in which event the costs of such audit or other examination shall be paid by BCCO. If either Party does not pay its portion of the Exploration Expenditures within 30 days of those payments becoming due to the other Party, the interest of the defaulting Party shall be as follows:

$$\text{percentage participating interest of Party Y} = \frac{(A + B) \times 100}{C}$$

where:

- A = deemed expenditures of Party Y
- B = actual expenditures of Party Y
- C = total expenditures (deemed and actual) of all parties

Deemed expenditures are assigned a value based on work done by BCCO in order to earn its participating interest. Thus, the deemed expenditures for the parties shall be as follows:

<p>If the participating interests of the parties are:</p>	<p>Their deemed expenditures upon formation of the Joint Venture shall be:</p>	
BCCO	60%	\$500,000 USD
GoldPur	40%	\$333,333 USD

For the purposes of calculating B and C above, actual expenditures are those expenditures made by a Party after formation of the Joint Venture, provided that such actual expenditures shall exclude costs made or incurred and included in Exploration Expenditures prior to the day that the management committee gives notice to the parties of the formation of the Joint Venture but paid subsequent to formation of the Joint Venture.

4. Increase of NSR. In the event that either Party's working interest decreases to less than 10% pursuant to Section 3 above, then that Party's working interest will be reduced to Nil (zero %) and that Party will receive a 1% NSR.

5. Area of Influence. The Parties agree there is an area of influence which applies to this Option. The area of influence will cover the areas contained within two miles of the existing claim boundaries.

6. Joint Venture. Upon payment of the purchase price of \$500,000.00 the Parties agree to enter into a Joint Venture Agreement that shall contain normal terms and conditions, as described by the CLE Joint Venture Operating Agreement template identified in Schedule "C". Following entry into the Joint Venture Operating Agreement, BCCO shall assume the role as operator and will be entitled to an Operator fee of 5% as set out in Section 11 of such CLE Joint Venture Operating Agreement.

7. Assignment. This Agreement is not assignable by either of the Parties except with the written consent of the other Party, such consent not to be unreasonably withheld.

8. Authority. Each Party represents and warrants, one to the other that it has the legal right and authority to enter into this Agreement.

9. No Obligation. The Parties intend that this Agreement shall not create binding obligations between the Parties until a Follow-up Lease/Option agreement is signed.

10. Transfer of Lands. Upon signing and receipt of a definitive agreement for the exercise of the Option by BCCO, GoldPur shall provide duly executed transfer documents to be held in trust by BCCO's legal counsel until such time that all payments have been made.

11. Access & Documents. During the term of the Option, BCCO, including all of its personnel and representatives, together with any necessary equipment to conduct exploration and development, will have the right to enter the Property. Upon signing and receipt of this Agreement, GoldPur shall provide to BCCO copies of and access to all of its data, maps, core, reports, studies and all other information in its possession, custody or control, which relate to the Property.

12. Notice. Any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by email or fax, three days after being mailed by first class mail, or one day after being sent by a nationally recognized overnight delivery service, charges and postage prepaid, properly addressed to the party to receive such notice, at the following address, email address or fax number for such party (or at such other address or fax number as shall hereafter be specified by such party by like notice):

(a) If to GoldPur:

Golden Pursuit Resources Ltd.
652 Millbank, Vancouver B.C. V5Z4B7
Attn. Mr. Brian McClay - President
Phone: 1-604-730-6982
Email: bmccly@aol.com

(b) If to 1167609 BC LTD.:

1167609 BC LTD.
c/o Owen Bird Suite 2900-595 Burrard Street
Vancouver V7X 1J5
Attn. James Bordian
Phone: 604-599-9001
Email: info@1167609bc.ca

13. Miscellaneous.

(a) This Agreement may be modified only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

- (b) This Agreement may be executed in a number of identical counterparts, each of which for all purposes is to be deemed an original, and all of which constitute, collectively, one agreement.
- (d) This Agreement shall be interpreted in accordance with the laws of the province of British Columbia.
- (e) The terms and provisions hereof shall inure to the benefit of the permitted successors and assigns of the parties.
- (f) This Agreement and the related transactions are subject to Canadian regulatory and stock exchange approval applicable to both BCCO and GoldPur. BCCO and GoldPur shall use their best efforts to secure the applicable regulatory and stock exchange approvals as soon as possible after the execution by the Parties of a Follow-up Lease/Option to Purchase agreement.
- (g) All dollar references herein are United States dollars.
- (h) If applicable, this agreement shall be subject to approval of the TSX Venture Exchange.

14. Representations and Warranties.

- (a) GOLDPUR hereby represents and warrants to BCCO that
 - (i) it has the right, power, authority and capacity to enter into and carry out its obligations under this Agreement and to sell, assign and transfer to a purchaser a 100% undivided interest in and to all of the Property;
 - (ii) it is the registered and beneficial owner of the Property;
 - (iii) to the best of its knowledge, conditions on and relating to the Property respecting all past and current operations thereon carried on by or on behalf of the Vendor is in compliance with all applicable federal, state and county laws;
 - (iv) the Property and GOLDPUR's interest therein are free and clear of any and all Encumbrances (including, without limitation, any order or judgment relating to the Property or any legal proceedings in process, pending or threatened which might result in any such order or judgment), royalties or other payments in the nature of a rent or royalty, or other interests of whatsoever nature or kind, recorded or unrecorded.

(b) BCCO hereby represents and warrants to the GoldPur that:

- (i) It is a corporation formed under the laws of the Province of British Columbia and is validly existing and in good standing thereunder;
- (ii) It has the right, power and authority and capacity to enter into and carry out its obligations under this Agreement;

15. Exclusive Period

GoldPur shall fully co-operate with BCCO and provide all documents and information necessary for it to complete its due diligence. GoldPur shall not offer any interest in the Property to any person until termination of this Agreement without a definitive agreement for the exercise of the Option by BCCO being entered.

Executed to be effective on the 10th day of October, 2018

**GOLDEN PURSUIT
RESOURCES LTD.**

1167609 BC LTD.

By "Brian McClay"

Name: Brian McClay

Title: President

I have the authority to bind the Corporation.

By "James Bordian"

Name: James Bordian

Title:

I have the authority to bind the Corporation.

SCHEDULE "A"

BLACK POINT PROJECT:

Eureka County , Nevada
Section 22, 23, 26 and 27 Township
21 N, Range 54 E MDBM

Claim Name	BLM Serial No	
BLACK 1	NMC1125018	
BLACK 2	NMC1125019	
BLACK 3	NMC1125020	
BLACK 4	NMC1125021	
BLACK 5	NMC1125022	
BLACK 6	NMC1158136	
BLACK 7	NMC1158137	
BLACK 8	NMC1158138	
BLACK 9	NMC1158139	
BLACK 10	NMC1158140	
BLACK 11	NMC1158141	
BLACK 12	NMC1158142	
BLACK 13	NMC1158143	
BLACK 14	NMC1158144	
BLACK 15	NMC1158145	

SCHEDULE "B"

NET SMELTER RETURNS

1. For the purposes of this Schedule "B" and of calculating the amount of royalty payable hereunder:
 - (a) "net smelter return" - means the amount of money actually received from the sale of the ores mined from the Property or from the sale of the concentrates or other products derived therefrom, less all taxes, costs or expenses incurred with respect to freight, trucking or handling of ores, concentrates or other products ex headframe in the case of ores and ex mill or other treatment facility in the case of concentrates or other products;
 - (b) "Operator" - means the party responsible for the carrying on of the operations relating to the Property;
 - (c) "Owner" - means the person or persons that own an interest in the Mineral Claims as at the relevant time including, without limitation, the Operator if the Operator has such an interest;
 - (d) "Property" - means the Mineral Claims as defined in the annexed agreement;
 - (e) "Recipient" - means the party or parties that are from time to time entitled to be paid the royalty hereunder;
 - (f) "year" - means the calendar year and a reference to a subdivision of a year means a reference to the relevant subdivision of a calendar year;
 - (g) those terms defined in the agreement of which this Schedule B is part shall have the same meanings as so defined (save as otherwise provided in this Schedule B).
2. All calculations and computations relating to the royalty shall be carried out in accordance with generally accepted accounting principles and good mining practice.
3. Subject to the provisions hereof, the amount of royalty payable to the Recipient hereunder shall be calculated by the operator as at the end of each quarter and shall be payable to the Recipient on or before the 15th day of the next following quarter; provided, however, that the Operator shall deduct from royalty otherwise payable the amount of any advance royalty paid pursuant to the annexed agreement until such time as the aggregate amount of the advance royalty so paid has been so deducted. It is expressly agreed that no entitlement to a royalty shall arise out of any hedging or forward selling transaction carried out by the Optionee under the Agreement to which this schedule is attached.

4. With each payment of royalty, the Operator shall deliver to the Recipient a statement indicating the nature of the payment being made, if any, the manner in which it was determined and, as at the date of such calculation, the aggregate amount of advance royalty (if any) paid and not deducted hereunder. If no royalty is payable in any quarter, the Operator shall deliver a statement accordingly. Within 90 days after the end of each year in which royalty is payable, or save for deduction of advance royalty previously paid would be payable, the Operator shall deliver to the Recipient a certificate confirming the determination of the amount of royalty paid or otherwise payable during the said year.

5. The Operator shall keep separate accounts relating to its operations hereunder and, upon the prior written request of the Recipient, duly authorized representatives of the Recipient may have access to such accounts for the purpose of confirming any information contained in a statement delivered to the Recipient pursuant to the provisions of paragraph 4 hereof; provided, always, that such access shall not interfere with the affairs of the Operator. The Recipient shall have the right to make copies of or take extracts from such accounts (but only for his own use).

6.

- (a) For the purpose of calculating the amount of royalty payable to the Recipient hereunder only, if any ore or product derived from ore mined from the property is retained by the Operator or Owner or sold to a company associated with the Operator or Owner, and if the sale price of such product is not negotiated on an arm's length basis, the Operator shall, for the purposes of calculating net smelter return available to pay the royalty hereunder only and notwithstanding the actual amount of such sale price, add to any moneys actually received with respect to such sale an amount which the Operator considers sufficient to make the same represent a reasonable sale price for such product as if negotiated at arm's length.
- (b) The Operator shall by notice inform the Recipient of the quantum of such reasonable sale price and, if the Recipient does not object thereto within 45 days after receipt of such notice, said quantum shall be final and binding for the purposes of this paragraph 6.
- (c) If the Recipient objects to such quantum by notice delivered to the Operator within the said 45 days, then the quantum of such reasonable sale price shall be decided by arbitration as follows: the Recipient shall nominate one arbitrator and shall notify the Operator of such nomination and the Operator shall, within 45 days after receiving such notice, nominate an arbitrator and the two arbitrators shall select an umpire to act jointly with them. If the said arbitrators shall be unable to agree in the selection of such umpire, the umpire shall be a person designated by the President or any Vice-President of the Canadian Institute of Mining and Metallurgy, provided that such person is not an employee of the

Owner or any company affiliated with the Owner. The umpire shall fix the time and place for the purpose of hearing such evidence and representations as either or the parties hereto may present and, subject to the provisions hereof, the decision of the arbitrators and umpire, or any two of them, in writing shall be binding upon the parties hereto. The said arbitrators and umpire shall, after hearing any evidence and representations that the parties may submit, make their award, reduce the same to writing and deliver one copy thereof to each of the parties hereto. The majority of the umpire and arbitrators may determine any matters of procedure for the arbitration not specified herein. If the Operator fails within the said 45 days to nominate an arbitrator, then the arbitrator nominated by the Recipient may proceed alone to determine the dispute in such manner and at such time as he shall think fit and his decision shall, subject to the provisions hereof, be binding upon the parties hereto.

- (d) The expense of the arbitration shall be paid by the Recipient if the decision reached hereunder does not increase such quantum by more than 1% of the quantum set forth in the notice hereinbefore referred to and otherwise by the Operator.

SCHEDULE "C"

PROPERTY

JOINT VENTURE AGREEMENT

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