

PURCHASE OPTION AGREEMENT

This Agreement is dated the 9th day of January, 2019

BETWEEN:

Silver Dollar Resources Inc.
200 – 551 Howe Street
Vancouver, BC
V6C 2C2

(herein the “**Optionee**”)

AND

PERRY VERN ENGLISH, for and on behalf of
1544230 Ontario Inc
19 Southview Drive
Brandon, Manitoba, R7B 4H1

(herein the “**Optionor**”)

WHEREAS the Optionor is the recorded and beneficial holder of certain unpatented mining claims which are filed with the Ontario Ministry of Northern Development and Mines (the “**Ministry**”) which claims are situated in the District of Red Lake in the Province of Ontario, and more particularly described in Schedule “A” attached hereto and forming a part of this Purchase Option Agreement (the “**Agreement**”);

AND WHEREAS the Optionor has agreed to grant an option to the Optionee to acquire a one hundred percent (100%) undivided interest in the unpatented mining claims associated with the Property (the “**Option**”), subject to the Production Royalty (as defined herein) and upon the terms and conditions set forth herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants expressed herein, the payment of funds and the issuance of shares set forth herein, the parties hereto agree as follows:

1. **Interpretation**

- (a) **Definitions.** The following terms, wherever used in this Agreement, shall have the meanings set forth below:
 - (i) “**Effective Date**” means the date first written above;
 - (ii) “**Environmental Standards**” means all laws, orders, rules and regulations of whatever authority, as they may apply to and affect environmental and pollution control standards in effect, whether federal, provincial or municipal;

- (iii) “**Minerals**” shall mean the end products recovered, produced or derived from operating the Property as a mine;
- (iv) “**Mining Act**” means the *Mining Act, R.S.O. 1990, c.M-14*, together with any amendments thereto and all the regulations promulgated thereunder;
- (v) “**Mining Operations**” means every kind of work done on or in respect of the Property or any product derived from the Property while the Option is in effect by or under the direction of the Optionee including, without limiting the generality of the foregoing, the work of assessment, geophysical, geochemical and geological surveys, studies and mapping, investigating, drilling, designing, examining, equipping, improving, surveying, shaft-sinking, raising, cross-cutting, searching for, drifting, trucking, sampling, working and procuring minerals, ores and metals, surveying and bringing any mining claims to lease or patent, and all other work usually considered to be prospecting, exploration, development and mining work; in paying wages and salaries of workers engaged in the work and in supplying food, lodging, transportation and other reasonable needs of the workers; in paying assessments or premiums for workers’ compensation insurance, contributions for unemployment insurance or other pay allowances or benefits customarily paid in the district to those workers; in paying rentals, licence renewal fees, taxes and other governmental charges required to keep the Property in good standing; in purchasing or renting plant, buildings, machinery, tools, appliances, equipment or supplies and in installing, erecting, detaching and removing them; mining, milling, concentrating, rehabilitation, reclamation, and environmental protections and in the management of any work which may be done on the Property or in any other respect necessary for the due carrying out of the prospecting, exploration and development work;
- (vi) “**Mining Rights**” includes mineral rights and the right to conduct Mining Operations on the Property and further includes the meanings and rights attributed to Mining Rights under the Mining Act;
- (vii) “**Net Smelter Returns**” means the actual proceeds derived from any mint, mill, smelter, refinery or purchaser for the sale of ores, metals or concentrates produced from the Property and sold, after deducting from such proceeds the following charges to the extent that they were not deducted by the purchaser in computing payment: all reasonable smelting and refining charges, cost of transportation of ores, metals or concentrates from the Property to any mint, mill, smelter or other purchaser, insurance of such ores, metals or concentrates;
- (viii) “**Property**” means all of the unpatented mining claims or other mineral tenure as more particularly described in Schedule “A” including all Mining Rights thereunder; and
- (ix) “**Production Royalty**” means the payments required to be paid pursuant to section 12.

- (b) **Headings.** The headings of this Agreement and the schedules are solely for convenience of reference and do not affect the interpretation of it or define, limit or construe the contents of any provision of this Agreement.
- (c) **Number and gender.** Words importing the singular number shall include the plural and vice versa, words importing the neuter gender shall include the masculine and feminine genders, and words importing persons shall include firms and corporations and vice versa.
- (d) **Governing law.** This Agreement and the rights and obligations and relations of the parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (but without giving effect to any conflict of law rules). The parties agree that the courts of Ontario shall have jurisdiction over any action or other legal proceedings based on any provisions of this Agreement. Each party attorns to the jurisdiction of the courts of the Province of Ontario.
- (e) **Currency.** All references to currency in this Agreement are references to Canadian currency.
- (f) **Further Assurances.** Each party hereto agrees from time to time, subsequent to the date hereof, to execute and deliver or cause to be executed and delivered to the others of them such instruments or further assurances as may, in the reasonable opinion of either of them, be necessary or desirable to give effect to the provisions of this Agreement or as may be reasonably required for registering or recording changes in ownership interests in the Property.
- (g) **Schedules.** The following are schedules attached and incorporated in this Agreement by reference and are deemed to be a part hereof:

Schedule "A" - Property

- (h) **References.** Unless otherwise stated, a reference to a numbered or lettered paragraph refers to the paragraph bearing that number or letter in this Agreement. A reference to this Agreement or in this Agreement means this Agreement including the schedules, together with any amendments.
2. **Optionor's Representations and Warranties.** The Optionor hereby represents and warrants to the Optionee on the date hereof that:
- (a) it is the beneficial and registered or recorded owner of a one hundred percent (100%) interest in the Property;
 - (b) the Property is in good standing, free and clear of all encumbrances;
 - (c) the Property has been duly and validly located and recorded pursuant to the applicable legislation of the Province of Ontario constituting valid and subsisting Mining Rights and that the Property is in good standing with respect to property or mineral tax requirements;

- (d) the Optionor has the full and undisputed right to deal with the Property as provided for in this Agreement; and
 - (e) the Property is not subject to any pending or threatened claims by any third party or any governmental agency.
3. ***Grant of Option to Earn Interest***
- (a) The Optionor hereby grants to the Optionee the sole, exclusive, irrevocable and immediate right to acquire a one hundred percent (100%) interest in the Property from the Optionor (subject to the Production Royalty) by making the payments and share issuances described herein and by complying with the other terms and conditions of this Agreement.
 - (b) Upon the full amount of the cash payments and shares set forth in section 4 having been paid and issued to the Optionor, the Optionor shall deliver to the Optionee a signed transfer in proper registerable form (“**Transfer**”) conveying all of the Optionor’s right, title and interest in the Property (other than the Production Royalty) to the Optionee. The Transfer shall be prepared by and at the expense of the Optionee.
 - (c) Upon execution of this Agreement, the Optionee may register this Agreement or notice of this Agreement against title to the Property.
4. ***Exercise of Option.*** In order to maintain the Option in good standing, the Optionee must, upon completion of normal and reasonable due diligence (and approval of any stock exchange on which any of the securities of the Optionee are listed, and any securities commission having jurisdiction over the Optionee, as applicable, such approvals hereinafter referred to as “**Regulatory Approval**”):
- (a) **Cash Payments:** make five (6) cash payments to 1544230 Ontario Inc totalling \$85,000 in accordance with the following schedule:
 - (i) \$6,000 upon the signing of this Agreement (the “**Initial Payment**”);
 - (ii) an additional \$6,000 within 6 months of the Initial Payment;
 - (iii) an additional \$12,000 on the first anniversary date of the Initial Payment;
 - (iv) an additional \$16,000 on the second anniversary date of the Initial Payment; and
 - (v) an additional \$20,000 on the third anniversary date of the Initial Payment.
 - (vi) An additional \$25,000 on the fourth anniversary date of the Initial Payment.

For greater certainty, if any of the share issuances or cash payments as set out in this section 4 are not carried out on the dates as set out herein, including, without limitation, the payment of the Initial Payment to 1544230 Ontario Inc upon the signing of the Agreement, the Optionor will have the right to terminate the Agreement.

5. **Notice of Regulatory Approval.** Upon the Optionee receiving Regulatory Approval of the terms of this Agreement, the Optionee shall forthwith provide written notice thereof to the Optionor.
6. **Registration of Transfer.** Upon the full amount of the cash payments and shares set forth in section 4 having been paid and issued to the Optionor, the Optionee shall be entitled, without further notice, to register the Transfer, vesting one hundred percent (100%) interest in the Property to the Optionee.
7. **Termination of Option.** Except for the Initial Grant and the Initial Payment, the Optionee does not, and will not at any time hereafter, have any obligation to incur any additional share issuances or cash payments pursuant to section 4 or to exercise the Option and nothing in this Agreement shall be construed as creating any such obligation. The Optionor will retain all share issuances and cash payments that have been made to it under section 4, the Option and this Agreement will terminate and the Optionee will not retain interest in the Property if the Optionee has not complied with its obligations under this Agreement.
8. **Acceleration.** The Optionee at its sole discretion may make any of the payments and issuance of shares described in section 4 on dates that are earlier in time from the dates specified in section 4.
9. **Working Rights.** During the currency of the Option, the Optionee shall have the sole and exclusive right to enter on and conduct the Mining Operations on the Property as the Optionee in its sole discretion may decide. The Optionee shall have quiet and exclusive possession of the Property from the date of this Agreement and thereafter while the Option remains in good standing, with full power and authority to the Optionee, its servants, agents, workers or contractors, to carry on Mining Operations in searching for Minerals in such manner as the Optionee in its discretion may determine, including the right to erect, bring and install on the Property all buildings, plant, machinery, equipment, tools, appliances or supplies as the Optionee shall deem necessary and proper and the right to remove therefrom reasonable quantities of rocks, ores and Minerals and to transport them for the purposes of sampling, metallurgical testing and assaying. All Mining Operations conducted by the Optionee shall be in accordance with good exploration, development and mining practice, and in compliance with all applicable legislation, including without limitation, the Mining Act, and health safety standards. The Optionee shall maintain adequate insurance coverage in respect of the Property at all times.
10. **Indemnity.** The Optionee shall indemnify and save the Optionor harmless from and against all losses, liabilities, claims, demands, damages, expenses, suits, injury or death in any way referable to Mining Operations conducted on the Property or any other actions of the Optionee made in connection with this Agreement, provided that, the Optionor shall not be indemnified for any loss, liability, claim, demand, damage, expense, injury or death resulting from the negligence or wilful misconduct of the Optionor or its employees, agents or contractors.
11. **Covenants of the Optionee.**

During the term of this Agreement the Optionee shall:

- (a) comply with all applicable laws, regulations, by-laws, rules, orders and ordinances

whether federal, provincial or municipal, with respect to its Mining Operations hereunder, including discharging the duty to consult with or provide notice to all Aboriginal communities;

- (b) comply with the provisions of the Mining Act, including without limitation, any duty or requirement to consult with or provide notice to Aboriginal communities as set out in the Mining Act, particularly during the early exploration stage of the mining process and the requirements to submit to the Ministry an exploration plan and obtain from the Ministry an exploration permit prior to carrying out certain early exploration activities in respect of the Property;
- (c) keep a detailed record of any and all efforts taken by the Optionee to notify and/or consult with Aboriginal communities, and to provide such records to the Ministry upon request;
- (d) conduct all Mining Operations in accordance with Environmental Standards;
- (e) conduct all Mining Operations and supervise the operation of all contractors and or sub-contractors in, on and under the Property in a careful manner and in accordance with good mining practice and in compliance with all applicable laws and, without limiting the generality of the foregoing, the Optionee shall on the completion of its work or at the end of the term of this Agreement leave the Property in a safe condition with any and all openings safeguarded in accordance with the provisions of all applicable legislation, regulations and other laws affecting them;
- (f) subject to the other provisions of this Agreement, the Optionee shall have complete discretion and control with respect to all Mining Operations carried out on the Property provided, however, that all Mining Operations on the Property shall be conducted in a manner which will cause the least damage and defacement practicable under the circumstances. All access roads shall be set out in consultation with the Optionor and both parties will make their best efforts to co-operate so as to enable the Optionee to conduct its operations in a reasonable manner while minimizing the damage and interference to the Property and to any timber resources thereon. The Optionee shall reimburse the Optionor or compensate it for all actual physical damage to the Property and actual damages to improvements, roads, wells, crops, timber, grass and livestock resulting from the Optionee's operations. Upon completion of its work or at the end of the term of this Agreement the Optionee shall restore and remediate the Property in accordance with good mining practices so as to minimize permanent damage or interference with the Property;
- (g) pay or cause to be paid all workmen's wages and for all materials, supplies and services delivered to or performed on or in respect of the Property, so as to avoid any woodsman, builders, or construction liens from arising;
- (h) pay all timber dues or other assessments or charges which may be levied or imposed under any statutory provision or otherwise arising, as a consequence of the harvesting of any timber resources from the Property;
- (i) maintain the Property in good standing by doing all assessment work, recording all

exploration and development work done on the Property in accordance with the requirements of the Mining Act, paying all exploration licenses fees and by doing all other acts and things that may be necessary in that regard until the termination or expiration of the Agreement or the abandonment of rights and options granted hereunder;

- (j) abide by all directions of the relevant Minister or any other governmental authority having jurisdiction over its operations hereunder; and
 - (k) maintain adequate liability and other insurance and if requested by Optionor, to provide evidence of same.
12. **Production Royalties.** If the Optionee acquires the Property and begins commercial production on any part of the Property, the Optionee shall pay to the Optionor a royalty (“**Production Royalty**”) calculated at one and a half (1.5%) of the Net Smelter Returns as defined, calculated and set forth herein.
13. **Accounting and Payment of Production Royalty.**
- (a) While the Production Royalty remains payable hereunder, the Optionee shall not later than thirty (30) days after the end of each quarter of each calendar year render to the Optionor an interim statement of account in reasonable detail which statements shall be accompanied by the payment of the Production Royalty payable pursuant to this Agreement for the previous quarter.
 - (b) When all Minerals in any calendar year in which the Production Royalty remains payable have been sold and the revenues and expenditures determined, the Optionee shall, within sixty (60) days after the termination of such calendar year, render a final statement of account in reasonable detail together with the payment of the balance if any, of the Production Royalty for such previous year.
 - (c) If any amounts have been paid in excess of those to which the Optionor is entitled under the terms of this Agreement in any year, the equivalent amount shall be deducted from the next Royalty payment or payments. All payments not made to the Optionor within the time periods set forth herein shall bear interest at the prime rate plus one percent (1%).
14. **Production Royalty Buy-Back.** The Optionee or its assigns shall have the right at any time to purchase from the Optionor one-half (1/2) of the one and a half percent (1.5%) Net Smelter Returns Production Royalty by way of a one-time payment to the Optionor of the sum of \$500,000 in Canadian funds. Upon such purchase and payment being made, the Production Royalty shall thereafter be calculated as being reduced to three quarters of a percent (.75%) of the Net Smelter Returns.
15. **Abandonment.** Subject to section 16, the Optionee may at any time, prior to exercise of the Option, abandon any one or more of the claims which comprise the Property, and such claims shall upon notice to the Optionor be deemed to be thereafter excluded from the Property. After the Option is exercised and the Property is transferred into the name of the Optionee, the Optionee shall, subject to section 16, have the unfettered right at any time to surrender all or

any of the mineral claims comprising the Property (the “**Surrendered Property**”) by delivering a notice in writing of its intention to do so to the Optionor at least forty-five (45) days prior to the proposed surrender, such notice to list the proposed Surrendered Property. If, within thirty (30) days of receipt of such notice, the Optionor delivers to Optionee a notice (the “**Reacquisition Notice**”) stating its desire to reacquire one or more of the mineral claims comprising the Surrendered Property, the Optionee will transfer the mineral claims comprising such of the Surrendered Property to Optionor as Optionor has set forth in the Reacquisition Notice. Upon surrender of any of the Surrendered Property not retransferred to the Optionor, the Optionee will have no further obligations in respect of the Surrendered Property, save and except as set forth in sections 11(e) and (f) with respect to that portion of the Surrendered Property, if any, being transferred to Optionor.

16. **Property in Good Standing.** If the Optionee wishes to abandon any one or more of the claims which comprise the Property in accordance with section 15, the Optionee shall have performed sufficient assessment work on such claims, recorded all exploration and development work done on such claims in accordance with the requirements of the Mining Act, paid all necessary fees and done all other acts and things necessary to maintain such claims in good standing for a period of at least one (1) year after the date of abandonment.
17. **Assignment.** While this Agreement remains in effect either party may sell, assign or otherwise transfer all or part of its rights and obligations under this Agreement and the Property upon the written consent of the other, not to be unreasonably withheld, provided that if a party wishes to sell, assign or otherwise transfer all or part of its rights under this Agreement, including any interest in the Property (“**Assignment**”) to a purchaser, assignee or transferee (“**Assignee**”) that is not a party to this Agreement, then such Assignee shall enter into an Agreement with the other parties to this Agreement concurrent with such Assignment containing:
 - (a) a covenant of such Assignee to be bound by this Agreement to the same extent as if this Agreement had been originally executed by the assigning party and the Assignee as joint and several obligors making joint and several covenants;
 - (b) a provision subjecting any further Assignment to the restrictions contained in this section 17;

and the assigning party shall thereupon be relieved from all obligations in respect of such part of its assigned interest which thereafter accrue under this Agreement.

18. **Buildings and Equipment:** In the event that the Optionee abandons the working right and option granted to it herein, all buildings, plant, equipment, machinery, tools, appliances and supplies which the Optionee may have brought onto the Property, either before or during the period of the working right and option, may be removed by the Optionee at any time not later than nine (9) months after the abandonment of the working right and option. Any buildings, plant, equipment, machinery, tools, appliances and supplies left on the Property during the nine (9) month period shall be at the Optionee’s sole risk and, if not removed after the nine (9) month period, shall become the Property of the Optionor. During the currency of the option, the Optionor shall not remove from the Property any of the Optionee’s buildings, plant, equipment, machinery, tools, appliances and/or supplies.

19. **Information.** If the Optionee abandons the Option, the Optionee shall, on request, provide to the Optionor with a copy of all non-interpreted reports, maps, plans, drill logs and surveys of all work pertaining to the Property provided that the Optionee does not warrant the accuracy of such reports, maps, plans, drill logs and surveys and shall not be liable for any inaccuracies contained in them. The Optionee agrees that the Optionor may disclose the details of this Agreement to its advisors and to governmental, regulatory or Aboriginal communities.
20. **Press Releases.** The Optionee shall review any press release that refers to this Agreement or the subject matter of this Agreement with the Optionor prior to its release by sending emails to:

Perry English: penglish@mts.net

and for clarity, shall not issue any press release that refers to this Agreement or the subject matter of this Agreement, or the Optionor in general, without prior written approval of the Optionor. The Optionor will take all reasonable efforts to send comments that it may have regarding any press release received from the Optionee to the Optionee by email within forty eight (48) hours of receipt of such press release.

21. **Notices.** All payments and communications which may be or are required to be given by either party to the other shall (in the absence of any specific provision to the contrary) be in writing and delivered, faxed, emailed or sent by courier or prepaid registered mail to the parties, at their following respective addresses and fax numbers:

Optionee:

Silver Dollar Resources Inc.
200 – 551 Howe Street
Vancouver, BC
V6C 2C2

Fax No: 604-683-8605
e-mail: romanikm@mymts.net

Optionor:

Mr. Perry English, for and on behalf of
1544230 Ontario Inc
19 Southview Dr.
Brandon, Manitoba, R7B 4H1

Fax No: 204-726-4934
e-mail: penglish@mts.net

And if any payment or communication is sent by courier or prepaid registered mail, it shall, be conclusively deemed to have been received on the third (3rd) business day following the mailing of it and, if delivered, emailed or telecopied, it shall be conclusively deemed to have

been received at the time of delivery or transmission. Notwithstanding the foregoing provisions with respect to mailing, in the event that it may be reasonably anticipated that, due to any strike, lock-out or similar event involving an interruption in postal service, any payment or communication will not be received by the addressee by no later than the third business day following the mailing of it, then the mailing of any payment or communication must then be sent by an alternative means of transportation which it may reasonably be anticipated will cause the payment or communication to be received reasonably expeditiously by the addressee. Either party may from time to time change its address by notice to the other in accordance with this paragraph.

22. ***Further Assurances and Covenants.*** Each party shall execute such deeds, documents and give such other further assurances as are necessary or appropriate in connection with the performance of its obligations under this Agreement and to facilitate the acquisition of any and all necessary regulatory approvals.
23. ***Time of the Essence.*** Time shall be the essence in the performance of this Agreement.
24. ***Benefit of Successors.*** This Agreement shall enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and assigns.

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IN WITNESS WHEREOF the parties have signed and sealed this Agreement.

Optionee: **Silver Dollar Resources Inc.**

Optionor: **PERRY VERN ENGLISH** for and
on behalf of 1544230 Ontario Inc

"Michael Romanik"

Signature

Michael Romanik, President

Print Name

January 9, 2019

Date

"Perry Vern English"

Signature

Perry Vern English

Print Name

January 8, 2019

Date

SCHEDULE "A"

Property

Mining Claim Numbers

535013	21 cells
534278	23 cells
534277	22 cells
534276	22 cells
535014	8 cells

Claims added to project March 2019

541403	2 cells
541404	11 cells
541405	18 cells