MINERAL PROPERTY OPTION AGREEMENT

This Mineral Property Option Agreement (the "**Agreement**") is made as of February 10, 2020

BETWEEN:

CIRRUS GOLD CORP., a company incorporated under the laws of British Columbia and having its registered office at 905 West Pender Street, 6th Floor, Vancouver, British Columbia, V6Z 1S4

("**Optionee**")

AND:

RONALD BILQUIST, an individual with an address at 1440 Degnen Road, Gabriola, BC V0R 1X7

("**Optionor**")

WHEREAS:

A. Optionor is the registered holder of the claims comprising the Property, as hereafter defined, and, together with Thomas Setterfield and David Lefebure, beneficially entitled to a one hundred percent (100%) interest in the Property; and

B. Optionor has agreed to grant Optionee the sole and exclusive right and option to acquire a one hundred percent (100%) interest in the Property, subject to and in accordance with the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained the Parties hereto mutually agree as follows:

SECTION 1. - INTERPRETATION.

1.1 **Definitions.** In this Agreement terms and expressions given a defined meaning in any Schedule shall have the corresponding meaning in this Agreement and:

(a) "**Acquiring Party**" has the meaning given to that term in Section 7.1;

(b) "**Affiliate**" has the meaning given to that term in the *Securities Act* (British Columbia);

(c) "**Agreement**" means this Agreement, including the recitals and the Schedules, all as amended, from time to time;

(d) "**Applicable Law**" means any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, restriction, regulatory policy or guideline, by-law (zoning or otherwise),

order, decree or proclamation, or any consent, exemption, approval or license, of any Governmental Authority, that applies, in whole or in part, to the parties or the Property, or that applies to the acquisition, maintenance or exploration of mineral tenures and the land subject thereto, or to the exploitation, extraction, processing, transportation, sale or export of Mineral Products;

(e) "**Area of Common Interest**" means that area that is included within a distance of five kilometers from the outermost boundary of the Property as at the Effective Date, and includes any claims that are immediately adjacent to the Property and located partially within the Area of Common Interest;

(f) "**Commercial Production**" means the commercial exploitation of Mineral Products from the Property or any part thereof as a mine but does not include milling for the purposes of testing or milling by a pilot plant;

(g) "**Earn-in Period**" means the period commencing on the Effective Date and ending on the date that is the earlier of:

(i) the date the Option is exercised by Optionee, and

(ii) the date this Agreement is terminated in accordance with its terms;

(h) "**Effective Date**" means the date on which this Agreement is signed by the last party;

(i) "**Encumbrance**" means any mortgage, charge, deed of trust, security interest, pledge, lien, hypothecation, assignment, title retention arrangement, restrictive covenant, condition, royalty or other burden of any nature whether imposed by contract or operation of law;

(j) "**Environmental Damage**" has the meaning set forth in Section 3.1(k);

(k) "**Environmental Laws**" means any Applicable Law with respect to environmental protection or regulating Hazardous Materials or which regulates or provides for liabilities with respect to pollution, the release into the environment of, or the exposure to, Hazardous Materials as such Applicable Laws existed from time to time up to the date of this Agreement;

(l) "**Expenditures**" means, without duplication, all costs, expenses, obligations and liabilities of whatever kind or nature actually and directly incurred by Optionee or an Affiliate of Optionee on the Property during the Earn-in Period including without limiting the generality of the foregoing, monies expended on government fees, taxes and charges for licenses with respect to the Property, maintaining the Property in good standing by doing and filing assessment work, in doing geophysical, geochemical and geological surveys, drilling, drifting and other underground work, assaying, environmental reporting, studies and testing, and metallurgical testing and engineering, in acquiring Facilities, equipping the Property for and commencing Commercial Production, in making payments to any First Nation or other aboriginal peoples, in paying the fees, wages, salaries, travelling expenses, and fringe benefits (whether or not required by law) of all persons engaged in work with respect to and for the benefit of the Property, in paying for the food, lodging and other reasonable needs of such persons and including all costs at prevailing charge out rates for any

personnel who from time to time are engaged directly in work on the Property, such rates to be in accordance with industry standards;

(m) "**Facilities**" means all mines, plants and facilities, including without limitation, all pits, shafts, haulage ways, and other underground workings, and all buildings, plants, facilities and other structures, fixtures and improvements, and all other property, whether fixed or moveable, as the same may exist at any time, in or on the Property and relating to the operation of the Property as a mine, or outside the Property if for the exclusive benefit of the Property only;

(n) "**Governmental Authority**" means any domestic or foreign government, whether federal, provincial, state or municipal, and any branch, department or ministry thereof, or any governmental agency, governmental authority, governmental tribunal, board or commission of any kind whatever;

(o) "**Hazardous Materials**" means any explosive, radioactive materials, asbestos material, urea formaldehyde, hydrocarbon contaminants, underground tanks, pollutants, contaminants, hazardous, corrosive or toxic substance or special waste of any kind, including without limitation, compounds known as chlorobiphenyls, and any substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation or release into the environment of which is prohibited, regulated or licensed under any Environmental Laws;

(p) "**Mineral Products**" means minerals derived from operating the Property as a mine to which has been applied the least number of treatments or processes necessary to render the minerals into a substance or state for which there is a commercially significant market involving arm's length sales or purchases between unrelated parties;

(q) "**non-Acquiring Party**" has the meaning ascribed to such term in Section 7.1;

(r) "**NSR**" or "**Net Smelter Royalty**" means the 2.0% net smelter royalty to be granted by the Optionee to the Optionor in respect of the Property pursuant to this Agreement and the buyback rights granted by the Optionor in relation thereto, subject to the terms and conditions set forth in Schedule B;

(s) "**Operator**" means the party responsible for carrying out, or causing to be carried out, all exploration and mining operations during the Earn-in Period;

(t) "**Option**" means the option granted to Optionee by Optionor in accordance with Section 4.1;

(u) "**Party**" and "**Parties**" means the parties to this Agreement, being Optionee and Optionor;

(v) "**Person**" means an individual, corporation, partnership, body corporate, trust, joint venture or any other form of enterprise or legal entity or Governmental Authority;

(w) "**Program**" means a written description, prepared by Optionee, outlining all Expenditures which Optionee contemplates incurring on the Property including a detailed description of all work which Optionee proposes to carry out on the Property pursuant to such Program;

(x) "**Property**" means the Chuchi Property located in British Columbia and consisting of the claims described in Schedule "A" hereto and anything acquired within the Area of Common Interest, together with all substitute or successor titles;

(y) "**Shares**" means common shares without par value in the capital of Optionee; and

1.2 **Extended Meanings.** Unless otherwise specified, words importing the singular include the plural and vice versa**.** The term "including" means "including, without limitation."

1.3 **Headings.** The division of this Agreement into sections and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

1.4 **Severability.** If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this Section 1.4, the rest of the Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

1.5 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior arrangements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or oral, including the letter of intent between the Parties dated January 24, 2020 and accepted by the Optionor on January 29, 2020.

1.6 **Time.** For every provision in this Agreement, time is of the essence.

1.7 **Governing Law.** This Agreement shall be governed by and shall be construed and interpreted in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia.

1.8 **Currency.** All dollar amounts referred to herein are expressed in Canadian dollars unless otherwise indicated.

1.9 **Statutory References**. Each reference to a statute in this Agreement includes the regulations made under that statute, as amended or re-enacted from time to time.

1.10 **Schedules**. The following Schedules are attached to and form part of this Agreement:

Schedule	**Description**
Schedule "A"	Description of the Property
Schedule "B"	Net Smelter Royalty Terms and Conditions

SECTION 2. – OPTIONOR AND THOMAS SETTERFIELD AND DAVID LEFEBURE

2.1 The Parties acknowledge and agree that the Optionor has a working arrangement with Thomas Setterfield ("**Thomas**") and David Lefebure ("**David**"), and further agree that all payments and share issuances to be made to the Optionor under this Agreement (apart from the reimbursement of exploration expenditures, as more particularly described in Section 4.2(b)(i), which is to be paid to the Optionor alone), are to be paid and issued, as the case may be, as follows:

(a) 85% to the Optionor;

(b) 7.5% to Thomas, or to his nominee as directed by Thomas; and

(c) 7.5% to David, or to his nominee as directed by David.

SECTION 3. REPRESENTATIONS AND WARRANTIES.

3.1 Optionor hereby represents and warrants to Optionee that:

(a) he is of the full age of majority and has the legal capacity and competence to enter into and perform his obligations under this Agreement;

(b) the entering into this Agreement and the consummation of the transactions contemplated hereby does not conflict with any Applicable Laws nor does it conflict with, or result in a breach of or accelerate the performance required by any other contract or other commitment to which he is party or by which he is bound;

(c) this Agreement has been duly executed and delivered by him and constitutes a legal, valid and binding obligation on him, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction;

(d) the claims comprising the Property are accurately described in Schedule "A", and those claims were properly located and acquired on Mineral Titles Online in the name of Optionor, are in good standing and confer upon Optionor exclusive prospecting rights to the Property;

(e) all assessment work required to hold the Property has been performed and all applicable governmental fees have been paid;

(f) all affidavits of assessment work, evidence of payment of applicable governmental fees, and other filings required to maintain the Property in good standing have been properly and timely recorded or filed with appropriate Governmental Authority;

(g) to the best of Optionor's knowledge and belief, there are no conflicting mineral dispositions;

(h) no Person has any right, agreement, option, understanding, commitment or privilege capable of becoming an agreement to acquire or purchase the Property or any interest in or portion

thereof and, subject to Section 2.1, the Optionor has the exclusive right to receive one hundred percent (100%) of the proceeds from the sale of Mineral Products removed from the Property and, no Person is entitled to any royalty or other payment in the nature of rent or royalty on such Mineral Products removed from the Property or is entitled to take such Mineral Products in kind, other than mineral taxes payable to the British Columbia government pursuant to statute;

(i) Optionor has a one hundred percent (100%) registered and beneficial interest in the Property, subject to Thomas Setterfield and David Lefebure's right to payment as described under Section 2.1, and Optionor is in exclusive possession of the Property and has the exclusive right to explore and the Property and Optionor holds all permits, licenses, registrations and applications required to hold the Property;

(j) the Property is free and clear of all Encumbrances, and defects in title and third-party interests and is not subject to any claims against its validity by any Person;

(k) to the best of Optionor's knowledge there have been no past violations by Optionor or by any of Optionor's predecessors in title of any Environmental Laws or other Applicable Laws affecting or pertaining to any of the Property or land associated therewith, nor any past creation of damage or threatened damage to the air, soil, surface waters, ground water, flora, fauna or other natural resources on, about or in the general vicinity of any of the Property or land associated therewith ("**Environmental Damage**");

(l) to the best of Optionor's knowledge, no Hazardous Materials or other materials used in or generated by the use of the Property or land associated therewith have been or are currently placed, used, stored, treated, manufactured, disposed of, released, discharged, spilled or emitted in material violation of any Environmental Laws;

(m) there is no agreement or consent order to which Optionor is a party relating to any environmental matter relating to the Property or land associated therewith and to the best of Optionor's knowledge (after due inquiry), no such agreement is necessary for the continued compliance with Environmental Laws;

(n) there have been no orders issued or threatened and no investigations conducted, taken or threatened under or pursuant to Environmental Laws with respect to the Property or land associated therewith of which Optionor is aware other than routine inspections. Optionor is not aware of any circumstances or events that have any reasonable prospect of resulting in any claim, action or other proceeding with respect to Environmental Damage or in an order or investigation under any Environmental Laws;

(o) Optionor has not received inquiry from or notice of a pending investigation from any Governmental Authority or of any administrative or judicial proceeding concerning the violation of any Applicable Laws or Environmental Laws;

(p) there are no outstanding orders or directions relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the Property or land

associated therewith and the conduct of the operations related thereto, Optionor has not received any notice of the same and Optionor is not aware of any basis on which any such orders or direction could be made;

(q) there are no pending or threatened actions, suits, claims or proceedings regarding Optionor or the Property nor, to the best of its knowledge (after due inquiry), and there are no outstanding notices, orders, assessments, directives, rulings or other documents issued in respect of the Property by any Governmental Authority;

(r) all previous work done by it or any of its affiliates and any parties authorized by it or its affiliates has been in accordance with Applicable Laws and Environmental Laws and sound mining, environmental and business practices;

(s) all filings, payments and recordings required to be made with any Governmental Authority to maintain the Property in good standing have been made and all work requirements to be met to maintain the Property in good standing have been met and, to the best of Optionor's knowledge, no default has been alleged in respect thereto;

(t) to the best of the Optionor's knowledge, no reclamation, rehabilitation, restoration or abandonment obligations exist with respect to the Property;

(u) Optionor has delivered to Optionee all information concerning title to the Property in its possession or control.

3.2 Optionee hereby represents and warrants to Optionor that:

(a) it is a corporation duly incorporated and organised and validly existing under the *Business Corporations Act* (British Columbia);

(b) it has full corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement and any agreement or instrument referred to or contemplated by this Agreement;

(c) it is qualified to carry on business in British Columbia and to conduct mineral exploration activities in the Province of British Columbia;

(d) the entering into this Agreement and the consummation of the transactions contemplated hereby does not conflict with any Applicable Laws or with its constating documents nor does it conflict with, or result in a breach of or accelerate the performance required by any other contract or other commitment to which it is party or by which it is bound;

(e) this Agreement has been duly authorized, executed and delivered by it and constitutes a legal, valid and binding obligation on it, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction; and

(f) there are no consents or approvals to its performance under this Agreement which have not been obtained.

3.3 Each Party's representations and warranties set out above, will be relied on by the other Party in entering into the Agreement and will survive the execution and delivery of the Agreement**.** Each Party shall indemnify and hold harmless the other Party for any loss, cost, expense, claim or damage, including legal fees and disbursements, suffered or incurred by the other Party at any time as a result of any misrepresentation or breach of warranty arising under the Agreement.

SECTION 4. - OPTION.

4.1 Optionor hereby grants to Optionee the sole and exclusive right and Option to acquire a one hundred percent (100%) interest in the Property free and clear of any Encumbrance for and in consideration of Optionee agreeing to incur at least $350,000 in Expenditures; pay $510,000 in cash; issue 1,500,000 Shares; and reimburse the Optionor for $20,000 in Expenditures, all in accordance with the terms of this Agreement.

4.2 Subject to Section 4.8, in order to maintain the Option in good standing and to earn a one hundred percent (100%) interest in the Property, Optionee must:

(a) within five (5) calendar days of the Effective Date, pay to or at the direction of the Optionor a sum of $5,000;

(b) within 30 calendar days of the Effective Date:

(i) pay to the Optionor a sum of $20,000, representing repayment of recently incurred Expenditures on the Property; and

(ii) issue to or at the direction of the Optionor 150,000 Shares;

(c) on or before the first anniversary of the Effective Date:

(i) pay to or at the direction of the Optionor $25,000;

(ii) issue to or at the direction of the Optionor 150,000 Shares; and

(iii) incur Expenditures of not less than $100,000; and

(d) on or before the second anniversary of the Effective Date:

(i) pay to or at the direction of the Optionor $30,000;

(ii) issue to or at the direction of the Optionor 200,000 Shares; and

(iii) incur additional Expenditures of not less than $100,000; and

(e) on or before the third anniversary of the Effective Date:

(i) pay to or at the direction of the Optionor $50,000;

(ii) issue to or at the direction of the Optionor 1,000,000 Shares; and

(iii) incur additional Expenditures of not less than $150,000; and

(f) on or before the fourth anniversary of the Effective Date, pay to or at the direction of the Optionor $50,000; and

(g) on or before the fifth anniversary of the Effective Date, pay to or at the direction of the Optionor $350,000.

4.3 Any excess in Expenditures incurred in any period in Section 4.2 may be carried forward against Expenditures due to be incurred in the next period in Section 4.2. Optionee may accelerate the cash, share and Expenditure obligations set out herein in order to acquire an interest in the Property in a shorter period of time than as set out herein and may at any time accelerate the exercise of the Option by paying to Optionor an amount of funds equal to the remaining amount of Expenditures and cash and issuing that number of Shares that must be incurred and issued, respectively, to exercise the Option at the time of such payment or issuance.

4.4 All Shares issuable pursuant to this Agreement will be subject to resale restrictions under applicable securities laws, it being acknowledged by the Optionor that the Optionee is not a reporting issuer in any jurisdiction of Canada and the Shares are not listed on any stock exchange. In the event of an extraordinary change in capitalization affecting the Shares, such as a subdivision, consolidation or reclassification of the Shares of the Optionee, or other relevant changes in share capital, including any adjustment arising from a merger, acquisition or plan of arrangement, such proportionate adjustments, if any, appropriate to reflect such change shall be made by the Optionee with respect to the number of Shares to be issued to the Optionor. This excludes changes in capitalization in the normal course of doing business (such as equity financings).

4.5 A notice to Optionor accompanied by:

(a) a certificate of a senior officer of Optionee certifying that the amount of Expenditures for a period specified in subsection 4.2 has been incurred; and

(b) a reasonably itemized statement of such Expenditures,

will be conclusive evidence of the making thereof unless Optionor delivers to Optionee a notice reasonably questioning the accuracy of such statement within thirty (30) days of the receipt by Optionor thereof. The certificate, notice and itemized statement of Expenditures will be delivered to Optionor by Optionee not later than sixty (60) days from the expiration of each period set out in Section 4.2. Upon delivery by Optionor of a notice reasonably questioning the accuracy of any such certificate, the matter will be referred to the auditor of Optionee (or, if Optionee then has no auditor, to the auditor of Optionor or an auditor mutually agreeable to the Parties) for final determination. If such auditor determines that Optionee has not spent the required Expenditures within the particular time specified in Section 4.2, Optionee will not lose any of its rights hereunder

and the Option will not terminate if Optionee pays to Optionor, within thirty (30) days of receipt of the auditor's determination, one hundred percent (100%) of the deficiency in such Expenditures (all of which, if paid in a timely manner, will be deemed to be Expenditures). The costs of such audit will be for the account of Optionor unless such auditor determines that Optionee has not spent the required Expenditures, in which case the costs of the audit will be for the account of Optionee.

4.6 Upon Optionee incurring the Expenditures, making the payments and issuing the Shares pursuant to Section 4.2, Optionee will be deemed to have exercised the Option and will be entitled to a one hundred percent (100%) interest in the Property, free and clear of any Encumbrances, subject to the rights of the Optionor to receive the NSR.

4.7 The Option is an option only and except as specifically provided otherwise, nothing herein contained will be construed as obligating Optionee to do any acts, incur any Expenditures, make any payments or issue the Shares hereunder except as otherwise set forth, and any act or acts, the incurring of any Expenditures, the making of any payment or payments or the issuance of any Shares as may be made hereunder will not be construed as obligating Optionee to do any further act or incur any additional Expenditures or make any further payment or payments or issue any additional Shares.

4.8 If Optionee fails to incur any of the Expenditures listed in Section 4.2 by the end of the last day on which the same was due to be incurred by reason of Section 4.2, Optionee may, at any time within thirty (30) days of that day, make a cash payment to Optionor in an amount equal to the deficiency in the Expenditures. Any cash payment so made shall be deemed to have been Expenditures duly and properly incurred in an amount equal to the cash payment.

4.9 Until the Option is exercised, Optionee shall provide Optionor with the Expenditures reports that qualify for assessment credits in British Columbia in a form adequate for Optionor to be able to file a statement of work for the annual claim maintenance. Optionee will prepare the appropriate assessment reports and cooperate with Optionor to ensure that they are filed in a timely manner. The Parties agree that if the work expenditures in a year exceed the annual work commitment on the claims comprising the Property, then a minimum of 30% of that excess amount will be applied to the Optionor's Portable Assessment Credit account.

4.10 Optionee shall be the Operator of the Property during the Earn-in Period.

SECTION 5. - COVENANTS OF OPTIONOR.

5.1 During the Earn-in Period, Optionor shall:

(a) not do any other act or thing which would or might in any way adversely affect the rights of Optionee hereunder;

(b) make available to Optionee and its representatives all available relevant technical data, geotechnical reports, maps, digital files and other data with respect to the Property in Optionor's possession or control, including soil samples, and all records and files relating to

the Property and permit Optionee and its representatives at their own expense to take abstracts therefrom and make copies thereof;

(c) promptly provide Optionee with any and all notices and correspondence from Government Authorities in respect of the Property;

(d) cooperate fully with Optionee in obtaining any surface and other rights on or related to the Property as Optionee deems desirable;

(e) grant to Optionee, its employees, agents and independent contractors, the sole and exclusive right and option to:

(i) enter upon the Property;

(ii) have exclusive and quiet possession thereof;

(iii) do such prospecting, exploration, development or other mining work thereon and thereunder as Optionee in its sole discretion may consider advisable;

(iv) bring and erect upon the Property such equipment and facilities as Optionee may consider advisable; and

(v) remove from the Property and dispose of material for the purpose of testing;

(f) to the extent possible under Applicable Law, record or otherwise give notice of this Agreement as necessary to protect the rights of Optionee hereunder from third parties;

(g) execute and deliver to Optionee or its Affiliates such powers of attorney, consents and authorizations as are, in the opinion of Optionee, necessary or desirable to permit Optionee to carry out activities on or with respect to the Property as contemplated hereunder; and

(h) except to the extent agreed to be done by Optionee, hereunder, comply with all requirements and obligations of the Property and not take any action which may adversely affect the interest of Optionee in the Property.

SECTION 6. - COVENANTS OF OPTIONEE.

6.1 During the Earn-in Period Optionee shall:

(a) keep the Property free and clear of all Encumbrances arising from its operations hereunder (other than those in effect on the Effective Date and except liens for taxes not yet due, other inchoate liens or liens contested in good faith by Optionee) and proceed with all diligence to contest or discharge any Encumbrance that is filed;

(b) pay or cause to be paid all workers and wage earners employed by it or its contractors on the Property, and pay for all materials, services and supplies purchased or delivered in connection with its activities on or with respect to the Property;

(c) permit Optionor, or its representatives duly authorized by it in writing, at its own risk and expense, access to the Property at all reasonable times and to all records and reports, if any, prepared by Optionee in connection with work done on or with respect to the Property, and furnish Optionor within sixty (60) days of the completion of a Program with a report with respect to the work carried out by Optionee pursuant to such Program and material results obtained; and

(d) conduct all work on or with respect to the Property in a careful and workmanlike manner and in compliance with all Applicable Laws, and indemnify and save Optionor harmless from any and all claims, suits, demands, losses and expenses including, without limitation, with respect to environmental matters, made or brought against it as a result of work done or any act or thing done or omitted to be done by Optionee on or with respect to the Property.

6.2 In the event of termination of the Option for any reason other than through the exercise thereof, this Agreement, including the Option, but excluding this Section 6.2 (which will continue in full force and effect for so long as is required to give full effect to the same) will be of no further force and effect except that Optionee will:

(a) leave the claims comprising the Property in good standing for a period of two years from the effective date of termination;

(b) leave the Property:

(i) free and clear of all Encumbrances arising from its operations hereunder,

(ii) in a safe and orderly condition, and

(iii) in a condition which is in compliance with all Applicable Laws with respect to reclamation and rehabilitation of all disturbances resulting from Optionee's use and occupancy of the Property;

(c) deliver to Optionor, within 120 days of a written request therefor, a report on all work carried out by Optionee on the Property (limited to factual matters only) together with copies of all sample location maps, drillhole assay logs, assay results and other technical data compiled by Optionee with respect to the Property;

(d) have the right (and, if requested by Optionor within 120 days of the effective date of termination, the obligation) to remove from the Property all Facilities erected, installed or brought upon the Property by or at the instance of Optionee, provided however that this right will expire six months following termination; and

(e) file a report written to British Columbia assessment report standards on such work carried out by Optionee on the Property up to the date of termination which was not contained in a previously filed assessment report, as may be reasonably requested by Optionor.

SECTION 7. – AREA OF COMMON INTEREST

7.1 If at any time during the Option Earn-in Period any Party or an Affiliate of any Party (in this Section only called in each case the "**Acquiring Party**") stakes, directly or indirectly, any right to or interest in any mining claim, licence, lease, grant, concession, permit, patent, or other mineral property located wholly or partly within the Area of Common Interest, the Acquiring Party shall forthwith give notice to the other Party (the "**non-Acquiring Party**") of that staking, the total cost thereof and all details in the possession of the Acquiring Party with respect to the details of the acquisition, the nature of the property and the known mineralization.

7.2 The non-Acquiring Party may, within 30 days of receipt of the Acquiring Party's notice, elect, by notice to the Acquiring Party, to require that the mineral properties and the right or interest acquired be included in and thereafter form part of the Property for all purposes of this Agreement.

7.3 If the election aforesaid is made, Optionee shall reimburse the Acquiring Party (if the Acquiring Party is Optionor) for the cost of acquisition. If the Acquiring Party is Optionee it shall not be entitled to reimbursement of its costs of acquisition. In any event, all costs of acquisition shall be deemed to be part of the Expenditures to be incurred by Optionee under Section 4.2 to earn an interest in the Property.

7.4 If the non-Acquiring Party does not make the election aforesaid within that period of thirty (30) days, the right or interest acquired shall not form part of the Property and the Acquiring Party shall be solely entitled thereto.

SECTION 8. NSR, RIGHT OF PURCHASE & ADDITIONAL PAYMENTS.

8.1 The transfer of the Property by the Optionor is subject to the Optionor retaining a 2.0 % Net Smelter Royalty with respect to Mineral Products from the Property having the attributes set forth in the terms and conditions of the Net Smelter Royalty attached as Schedule "B" hereto.

8.2 The Optionee shall have the right at any time to purchase the entire NSR for cancellation for a purchase price of $1,500,000.

8.3 Notwithstanding Section 8.1, upon the eighth anniversary of the Effective Date, and upon each subsequent anniversary of the Effective Date thereafter, until Commercial Production begins on the Property, the Optionee will pay to the Optionor an advance royalty payment of $25,000 (each such payment, an "**Advance Royalty Payment**"), where the cumulative Advance Royalty Payments paid under this Section 8.3 will be credited towards any actual future Net Smelter Royalty payments owed by the Optionee to the Optionor under Section 8.1 and Schedule "B".

8.4 The Optionee will pay to the Optionor $1,500,000 upon completion of a feasibility study, but only if the results of such feasibility study lead to the decision to commence Commercial Production on the Property, in the Operator's sole discretion. For the purposes of this Section 8.4 "feasibility study" has the meaning ascribed to that term by the Canadian Institute of Mining, Metallurgy and Petroleum, as the CIM Definition Standards on Mineral Resources and Mineral Reserves adopted by CIM Council, as amended.

SECTION 9. – CONFIDENTIALITY.

9.1 All matters concerning the execution and contents of this Agreement, and the Property shall be treated as and kept confidential by the parties and there shall be no public release of any information concerning the Property without the prior written consent of the other Party, such consent not to be unreasonably withheld; except as required by Applicable Laws and the rules of any stock exchange on which a Party's shares are listed. Notwithstanding the foregoing the Parties are entitled to disclose confidential information to prospective investors or lenders, who shall be required to keep all such confidential information confidential.

SECTION 10. - DEFAULT

10.1 If any party (a "**Defaulting Party**") is in default of any requirement herein set forth, the Party affected by such default shall give written notice to the Defaulting Party specifying the default and the Defaulting Party shall not lose any rights under this Agreement, unless thirty (30) days after the giving of notice of default by the affected party the Defaulting Party has failed to take reasonable steps to cure the default by the appropriate performance and if the Defaulting Party fails within the 30 day period to take reasonable steps to cure any such default, the affected party shall be entitled to seek any remedy it may have on account of such default including, without limiting, electing to terminate this Agreement. For greater certainly, in the case of default of an obligation under Section 4.2 hereof, "reasonable steps" shall mean payment of the amounts or issuances that are in default within the 30 day period.

SECTION 11. TERMINATION

11.1 This Agreement shall terminate upon the occurrence of the earliest of:

(a) a written agreement by the Parties to terminate;

(b) the Optionee giving fifteen (15) days' notice of termination to the Optionor, which it shall be at liberty to do at any time after the Effective Date, where termination will be effective upon the expiry of such notice period; and

(c) the termination of the Option and this Agreement pursuant to Section 10.

11.2 In the event of termination under Section 11.1, this Agreement, except for the provisions of this Section 11.2, Section 1.7, Section 6.2, and Section 9, shall be of no further force and effect save and except for any obligations of Optionee incurred prior to the effective date of termination.

SECTION 12. – GENERAL

12.1 The Optionee may assign all or part of its obligations under this Agreement to any third party (an "**Assignee**") without consent of the Optionor (but upon notice) on condition that the Assignee agrees to execute an acknowledgement to be bound by the terms hereof insofar as the Optionor's rights hereunder are concerned.

12.2 This Agreement enures to the benefit of and binds the Parties and their respective successors and permitted assigns.

12.3 Each Party shall from time to time promptly execute and deliver all further documents and take all further action reasonably necessary or desirable to give effect to the terms and intent of this Agreement.

12.4 No waiver of any term of this Agreement by a Party is binding unless such waiver is in writing and signed by the Party entitled to grant such waiver. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement shall be deemed to be a waiver of that right or remedy**.** No waiver of any breach of any term of this Agreement shall be deemed to be a waiver of any subsequent breach of that term.

12.5 No amendment, supplement or restatement of any term of this Agreement is binding unless it is in writing and signed by each party.

12.6 Any notice or other communication required or permitted to be given under this Agreement must be in writing and will be effectively given if delivered personally (including by courier service) or if sent by facsimile or sent by electronic mail addressed as follows:

If to the Optionor

Ronald Bilquist
1440 Degnen Road
Gabriola, BC V0R 1X7
Email: ronbilq@hotmail.com

If to the Optionee

Cirrus Gold Corp.
3148 Highland Boulevard
North Vancouver, BC V7R 2X6
Email: jimwalchuck@gmail.com
Fax: 604 670 1123
Attention: James Walchuck

Any notice or other communication given in accordance with this Section, if delivered personally as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a Business Day and such delivery is received before 4:00 p.m. at the place of delivery; otherwise it shall be deemed to be validly and effectively given on the next following Business Day. Any notice or communication which is transmitted by facsimile transmission or electronic mail as aforesaid shall be deemed to have been validly and effectively given on the date of transmission if such day is a Business Day and such transmission is received before 4:00 p.m. at the place of receipt; otherwise it shall be deemed to have been validly and effectively given on the next following Business Day.

Any Party may at any time change its address for service from time to time by notice given in accordance with this Section 12.6.

12.7 All payments to be made to any Party hereunder may be made by cheque or draft mailed or delivered to such Party at its address for notice purposes as provided herein, or deposited for the account of such Party at such bank or banks as such Party may designate from time to time by written notice. Said bank or banks shall be deemed the agent of the designating Party for the purpose of receiving, collecting and receipting such payment.

12.8 This Agreement may be executed by facsimile or other electronic means and in any number of counterparts, all of which together will be deemed to constitute one and the same agreement.

Intending to be legally bound, the Parties have duly executed this Agreement.

CIRRUS GOLD CORP.
Per:

"Jim Walchuck"
Authorized signatory

Date: *February 13, 2020*

"Ronald Bilquist"
RONALD BILQUIST

Date: *February 12, 2020*

SCHEDULE "A" – DESCRIPTION OF THE PROPERTY

	Name	Claim #	Claimed	Expiry Date
1	CHUCHI 1	605066	2009/may/28	2022/JUL/15
2	CHUCHI 2	605070	2009/may/28	2022/JUL/15
3	CHUCHI 3	605545	2009/jun/05	2022/JUL/15
4	CHUCHI 4	605546	2009/jun/05	2022/JUL/15
5	CHUCHI 5	699944	2010/jan/15	2022/JUL/15
6	CHUCHI 6	1018074	2013/mar/26	2022/JUL/15
7	CHUCHI 7	1018115	2013/mar/28	2024/JUL/15
8	CHUCHI 8	1057288	2017/dec/30	2022/JUL/15
9	SRM 093.028	1048262	2016/dec/04	2023/JUL/15
10	CHUCHI 9	1063139	2018/sep/16	2022/JUL/15
11	CHUCHI 10	1070119	2019/aug/05	2022/JUL/15

SCHEDULE "B"

NET SMELTER ROYALTY

TERMS AND CONDITIONS

1. The Net Smelter Royalty is equal to 2.0% Net Smelter Returns (as hereinafter defined) (subject to the Optionee's repurchase right under the Option Agreement) from any mine in production or put into production as a result of commencing Commercial Production on the Property.

2. "**Net Smelter Returns**" means:

   (a) the actual proceeds received by the Optionee from any mint, smelter, refinery or other purchaser from the sale of ores, minerals, mineral substances, metals (including bullion) or concentrates (collectively "**Product**") produced from the Property and sold or proceeds received from an insurer in respect of Product, after deducting from such proceeds the following charges to the extent that they were not deducted by the purchaser in computing payments:

      (i) smelting and refining charges;

      (ii) penalties, smelter assay costs and umpire assay costs;

      (iii) cost of freight and handling of ores, metals or concentrates from the Property to any mint, smelter, refinery, or other purchaser;

      (iv) marketing costs;

      (v) costs of insurance in respect of Product;

      (vi) customs duties, severance tax, royalties, ad valorem or mineral taxes or the like and export and import taxes or tariffs payable in respect of the Product; and

   (b) if the Optionee is not the operator but holds a net smelter return royalty, the same as the net smelter return royalty held by the Optionee.

3. The Net Smelter Royalty will be subject to the following terms and conditions:

   (a) The Net Smelter Royalty will be calculated and paid on a quarterly basis within 45 days after the end of each quarter of the fiscal year for the mine (an "**Operating Year**"), based on the Net Smelter Returns for such quarter;

   (b) Each payment of Net Smelter Royalty will be accompanied by an unaudited statement indicating the calculation of the Net Smelter Royalty hereunder in reasonable detail and the Holder (defined below) will receive, within three months of the end of each Operating Year, an annual summary unaudited statement (an "**Annual Statement**") showing in reasonable detail the calculation of the Net Smelter Royalty for the last completed Operating Year and showing all credits and deductions added to or deducted from the amount due to the Holder;

(c) The holder (the "**Holder**") of the Net Smelter Royalty will have 45 days from the time of receipt of the Annual Statement to question the accuracy thereof in writing and, failing such objection, the Annual Statement will be deemed to be correct and unimpeachable thereafter;

(d) If the Annual Statement is questioned by the Holder, and if such questions cannot be resolved between the Optionee and the Holder, the Holder will have 12 months from the time of receipt of the Annual Statement to have such audited, which will initially be at the expense of the Holder;

(e) The audited Annual Statement will be final and determinative of the calculation of the Net Smelter Royalty for the audited period and will be binding on the parties and any overpayment of Net Smelter Royalty will be deducted by the Optionee from the next payment of Net Smelter Royalty and any underpayment of Net Smelter Royalty will be paid forthwith by the Optionee;

(f) The costs of the audit will be borne by the Holder if the Annual Statement was accurate within 1% or overstated the Net Smelter Royalty payable by greater than 1% and will be borne by the Optionee if such statement understated the Net Smelter Royalty payable by greater than 1%. If the Optionee is obligated to pay for the audit it will forthwith reimburse the Holder for any of the audit costs which it had paid;

(g) The Holder will be entitled to examine, on reasonable notice and during normal business hours, such books and records as are reasonably necessary to verify the payment of the Royalty to it from time to time, provided however that such examination shall not unreasonably interfere with or hinder the Optionee's operations or procedures; and

(h) If the Optionee's interest in the Property is a Net Smelter Return royalty, the Optionee's accounting and reporting obligations to the Holder under this paragraph 3 will be limited to the delivery of such documentation as the Optionee receives from the Operator of the Property in respect of the payment by such operator of Net Smelter Returns to the Optionee.

4. The determination of the Net Smelter Royalty hereunder is based on the premise that production will be developed solely from the Property. If the Property and one or more other properties are incorporated in a single mining project and metals, ores or concentrates pertaining to each are not readily segregated on a practical or equitable basis, the allocation of actual proceeds received and deductions therefrom will be negotiated between the parties and, if the parties fail to agree on such allocation, such will be referred to arbitration pursuant to paragraph 5 below. In such an arbitration the arbitrator will make reference to these Terms and Conditions and to practices used in mining operations that are of a similar nature. The arbitrator will be entitled to retain such independent mining consultants as they consider necessary. The decision of the arbitrator will be final and binding on the parties.

5. Any dispute, claim or controversy between the parties relating to or arising out of the calculation or payment of the Net Smelter Royalty shall be settled by arbitration, subject to the following:

(a) any matter required or permitted to be referred to arbitration pursuant to this Agreement will be determined by a single arbitrator to be appointed by the parties hereto;

(b) any party may refer any such matter to arbitration by written notice to the other and, within 10 days after receipt of such notice, the parties will agree on the appointment of an arbitrator. No person will be appointed as an arbitrator hereunder unless such person agrees in writing to act;

(c) if the parties cannot agree on a single arbitrator as provided in subparagraph (b), either party may submit the matter to arbitration (before a single arbitrator) in accordance with the *Arbitration Act* of the Province of British Columbia (the "**Act**"); and

(d) except as specifically provided in this paragraph, an arbitration hereunder will be conducted in accordance with the Act. The arbitrator will fix a time and place in Vancouver, British Columbia for the purpose of hearing the evidence and representations of the parties and he will preside over the arbitration and determine all questions of procedure not provided for under such Act or this paragraph. After hearing any evidence and representations that the parties may submit, the arbitrator will make an award and reduce the same to writing and deliver one copy thereof to each of the parties. The decision of the arbitrator will be made within 45 days after his appointment, subject to any reasonable delay due to unforeseen circumstances. The expense of the arbitration will be paid as specified in the award. The parties agree that the award of the single arbitrator will be final and binding upon each of them and will not be subject to appeal.

6. The holding of the Net Smelter Royalty will not confer upon the holder thereof any legal or beneficial interest in the Property. The right to receive a percentage of Net Smelter Returns as and when due is and will be deemed to be a contractual right only. The right to receive a percentage of Net Smelter Returns as and when due will not be deemed to constitute the Holder the partner, agent or legal representative of the Optionee.

7. The Optionee may, if it is the Operator of the Property, but will not be under any duty to, engage in price protection (hedging) or speculative transactions such as futures contracts and commodity options in its sole discretion covering all or part of production from the Property and, except in the case where Products are actually delivered and a sale is actually consumed under such price protection or speculative transactions, none of the revenues, costs, profits or losses from such transaction will be taken into account in calculating Net Smelter Returns or any interest therein; provided however, that if the Optionee delivers Product under a price protection or speculative program where the proceeds derived therefrom are less than those that would have been received had the Product been sold at the spot price in effect at the time of sale, the Net Smelter Royalty payable to the Holder will be based on such spot price.

8. The Operator of the Property, whether or not it is the Optionee, will be entitled to:

(a) make all operational decisions with respect to the methods and extent of mining and processing of ore, concentrate, doré, metal and products produced from the Property;

(b) make all decisions relating to sales of such concentrate, doré, metal and products produced; and

(c) make all decisions concerning temporary or long-term cessation of operations.

9. All capitalized terms not otherwise defined herein shall have the meaning given to them in the Option Agreement to which these Terms and Conditions form Schedule “B”.