

MINERAL PROPERTY AGREEMENT

THIS AGREEMENT REVISED dated for reference June 21, 2021

BETWEEN:

GEOMAP EXPLORATION INC. a body corporate, duly incorporated under the laws of the Province of British Columbia and having an office at 14782 – 61A Avenue, Surrey, British Columbia, V3S 2L8;

("Geomap")

AFZAAL PIRZADA of 14782 – 61A Avenue, Surrey, British Columbia, V3S 2L8;

("Pirzada")

(collectively, the "Optionors")

OF THE FIRST PART

AND:

AURIC MINERALS CORP., a body corporate, duly incorporated under the laws of the Province of Ontario and having an office at 106 – 482 South Service Road East, Suite 125, Oakville, Ontario, L6J 2X6;

("Auric")

OF THE SECOND PART

WHEREAS:

- A. Pirzada is the registered and beneficial owner of three mining claims covering approximately 1,906.95 hectares, which are located in the Trail Creek Mining Division, British Columbia, as more particularly described in Schedule A to this Agreement (collectively, the "Property"); and
- B. The Optionors have agreed to grant to Auric the sole and exclusive option to acquire a 100% interest in the Property, subject to a 2% net smelter returns royalty, and to explore the Property upon the following terms and conditions;

THE PARTIES HERETO AGREE AS FOLLOWS:

1. GEOMAP AND PIRZADA'S REPRESENTATIONS AND WARRANTIES

1.1 Geomap and Pirzada jointly represent and warrant to Auric that:

- (a) Pirzada is the registered and beneficial owner of a 100% undivided interest in the Property and has the exclusive right to explore for and subsequent exploit mineralization discovered on the Property;
- (b) the Property is free and clear of all liens, charges and claims of others, and the Optionors have a free and unimpeded right of access to the Property and have use of the Property surface for exploration and exploitation of mineral resources;
- (c) the Optionors have the right to option their interest in the Property to Auric as contemplated in this Agreement;
- (d) the Property has, to the best of the Optionors' knowledge, been duly and validly located and recorded in a good and miner-like manner pursuant to the laws of the British Columbia and is in good standing in British Columbia as of the date of this Agreement and is current with respect to required assessment work;
- (e) To the Optionors' knowledge, there are no adverse claims or challenges against or to its ownership of or title to the Property, nor to the knowledge of the Optionors, is there any basis therefor, and there are no outstanding agreements or options to acquire or purchase the Property or any portion of the Property;
- (f) the Optionors have the full authority and capacity to enter into this Agreement without first obtaining the consent of any other person or entity and the consummation of the transaction herein contemplated will not conflict with or result in any breach of any covenants or agreements contained in, or constitute a default under, or result in the creation of any encumbrance under the provisions of any agreement to which either of the Optionors is a party; and
- (g) No proceedings are pending for, and the Optionors are unaware of any basis for, the institution of any proceedings which could lead to the placing of either Optionor in bankruptcy, or in any position similar to bankruptcy.

1.2 The representations and warranties of the Optionors set out in paragraph 1.1 above form a part of this Agreement and are conditions upon which Auric has relied in entering into this Agreement and shall survive the acquisition of any interest in the Property by Auric.

1.3 The Optionors will jointly and severally indemnify Auric from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any representation, warranty, covenant, agreement or condition made by either of the Optionors and contained in this Agreement.

2. AURIC'S REPRESENTATIONS

Auric warrants and represents to the Optionors that it is a body corporate, duly incorporated under the laws of the Province of British Columbia with full power and absolute capacity to enter into this Agreement and that the terms of this Agreement have been authorized by all necessary corporate acts and deeds in order to give effect to the terms hereof.

3. GRANT OF OPTION

The Optionors hereby give and grant to Auric the sole and exclusive right and option to acquire a 100% undivided right, title and interest in and to the Property (the "Option"), subject to a 2% net smelter returns royalty, by performing the acts and issuing the shares provided for in paragraph 4.

4. CONSIDERATION FOR THE GRANT OF OPTION

In order to keep the Option granted to Auric in respect of the Property in good standing and in force and effect, Auric shall be obligated to:

(a) **Cash Payments**

make aggregate cash payments of \$85,000 as follows:

- (i) \$40,000 to Geomap upon execution of this Agreement; and
- (ii) an additional \$45,000 to Geomap within four months of execution of this Agreement.

(b) **Share Issuances**

issue 250,000 common shares in its capital to Geomap upon execution of this Agreement; and

(c) **Exploration Expenditures**

fund exploration and development work on the Property totalling at least \$300,000 as follows:

- (i) at least \$100,000 by October 31, 2022; and
- (ii) at least an additional \$200,000 by October 31, 2023.

5. TERMINATION OF OPTION

5.1 Subject to paragraph 5.2, the Option shall terminate if Auric fails to make the required share issuance and incur the required exploration expenditures in accordance with paragraph 4.1 within the time periods specified.

5.2 If Auric shall be in default of any requirement set forth in paragraph 4 herein, the Optionors shall give written notice to Auric specifying the default and Auric shall not lose any rights granted under this Agreement, unless within 30 days after the giving of notice of default by the Optionors, Auric has failed to take reasonable steps to cure the default by the appropriate performance.

5.3 If the Option is terminated in accordance with paragraphs 5.1 and 5.2 herein, Auric shall have no interest in or to the Property, and the cash payments, share issuance, and exploration expenditures that Auric made under this Agreement shall be non-refundable by the Optionors to Auric for which Auric shall have no recourse.

6. ACQUISITION OF INTERESTS IN THE PROPERTY

At such time as Auric has made the required share issuance and exploration expenditures in accordance with paragraph 4 herein, within the time periods specified therein, then the Option shall be deemed to have been exercised by Auric, and Auric shall have thereby, without any further act, acquired a 100% interest in and to the Property. Upon the exercise of the Option, the Optionors shall forthwith provide Auric with such documents as Auric and its counsel shall require to register its due interest in respect of the Property. Until the Option is exercised, Auric shall provide the Optionors with all exploration data it receives with respect to the Property, including all technical reports.

7. OPERATOR

7.1 Geomap will be the operator of the Property until completion of the option terms. Upon completion of the option terms, Auric will act as the operator (the "Operator") of the Property. Auric may resign as the Operator and appoint a new party in its place, subject to the consent of the Optionors, which consent shall not be unreasonably withheld.

7.2 The Operator shall have full right, power and authority to do everything necessary or desirable in connection with the exploration and development of the Property.

8. NET SMELTER RETURNS ROYALTY

8.1 For the purposes of this Agreement, "net smelter returns" shall mean the net amount shown due by the smelter or other place of sale from the sale of mineral products, as indicated by its returns or settlement sheets, after payment of:

- (a) all freight charges from the shipping point to the smelter or other place of sale;
- (b) all other proper treatment or other charges at such smelter or other place of sale; and

(c) provincial or federal royalties due and payable on production, if any.

8.2 For the purposes of paragraph 8, "commercial production" shall not include milling of ores for the purpose of testing or milling by a pilot plant or milling during an initial tune-up period of a plant.

8.3 On the date Auric commences commercial production on the Property, the Optionors shall be entitled to receive and Auric shall pay to the Optionors as they direct 2% of net smelter returns.

8.4 Auric may, at any time, purchase 1% of the Optionors' 2% net smelter returns royalty for a one-time payment of \$1,000,000.

8.5 Auric shall be under no obligation whatsoever to place the Property into commercial production and in the event it is placed into commercial production, Auric shall have the right, at any time, to curtail or suspend such production as it, in its absolute discretion, may determine.

8.6 Net smelter returns and the payments payable to the Optionors hereunder shall be adjusted and paid quarterly, and within 90 days after the end of each fiscal year during which the Property was in commercial production, the records relating to the calculation of net smelter returns during that fiscal year shall be audited and any adjustments shall be made forthwith, and the audited statements shall be delivered to the Optionors who shall have 60 days after receipt of such statements to question in writing their accuracy and failing such question, the statements shall be deemed correct.

8.7 The Optionors or their representatives duly appointed in writing shall have the right at all reasonable times, upon written request, to inspect those books and financial records of Auric which are relevant to the determination of net smelter returns, and, at the expense of the Optionors, to make copies thereof.

9. COVENANTS OF AURIC

9.1 Auric shall perform all work on the Property in a miner-like manner and shall comply with all laws, regulations and permitting requirements of Canada and the Province of British Columbia including compliance with all:

- (a) environmental statutes, guidelines and regulations;
- (b) work permit conditions for lakes and streams; and
- (c) work restrictions relating to forest fire hazards.

9.2 Any environmental liability or statutory violations which result from the actions of Auric shall be the sole responsibility of Auric.

9.3 As part of its obligations under paragraph 4(c), Auric shall pay, or cause to be paid,

all Property payments and assessment work required to keep the Property and this Option in good standing during the term of this Agreement.

10. FURTHER ASSURANCES

The parties hereto agree to do or cause to be done all acts or things necessary to implement and carry into effect the provisions and intent of this Agreement.

11. FORCE MAJEURE

If Auric is prevented from or delayed in complying with any provisions of this Agreement by reasons of strikes, labour disputes, lockouts, labour shortages, power shortages, fires, wars, acts of God, governmental regulations restricting normal operations or any other reason or reasons beyond the control of Auric, the time limit for the performance of the various provisions of this Agreement as set out above shall be extended by a period of time equal in length to the period of such prevention and delay, and Auric, insofar as is possible, shall promptly give written notice to the Optionors of the particulars of the reasons for any prevention or delay under this section, and shall take all reasonable steps to remove the cause of such prevention or delay and shall give written notice to the Optionors as soon as such cause ceases to exist.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement to date between the parties hereto and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the parties hereto with respect to the subject matter of this Agreement.

13. NOTICE

13.1 Any notice required to be given under this Agreement shall be deemed to be well and sufficiently given if delivered, mailed by registered mail, or transmitted via email, in the case of the Optionors, addressed to it as follows:

Geomap Exploration Inc. and
Afzaal Pirzada
14782 – 61A Avenue
Surrey, British Columbia
V3S 2L8
Email: afzaalpirzada@gmail.com

and in the case of Auric addressed as follows:

Auric Minerals Corp.
106 – 482 South Service Road East, Suite 125
Oakville, Ontario, L6J 2X6

Email: auricminerals@gmail.com

and any notice given as aforesaid shall be deemed to have been given, if delivered or sent by email, when delivered or transmitted, and if mailed by registered mail, on the fourth business day after the date of mailing.

13.2 Either party hereto may from time to time by notice in writing change its address for the purpose of this section.

14. OPTION ONLY

Until the Option is exercised, this is an option only and except as specifically provided otherwise, nothing herein contained shall be construed as obligating Auric to do any acts or make any payments hereunder and any acts or payments made hereunder shall not be construed as obligating Auric to do any further acts or make any further payments.

15. RELATIONSHIP OF PARTIES

Nothing contained in this Agreement shall, except to the extent specifically authorized hereunder, be deemed to constitute either party hereto a partner, agent or legal representative of the other party.

16. TIME OF ESSENCE

Time shall be of the essence of this Agreement.

17. TITLES

The titles to the respective sections hereof shall not be deemed a part of this Agreement but shall be regarded as having been used for convenience only.

18. CURRENCY

All funds referred to under the terms of this Agreement shall be funds designated in the lawful currency of Canada.

19. SEVERABILITY

In the event that any of the paragraphs contained in this Agreement, or any portion thereof, is unenforceable or is declared invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining terms or portions thereof contained in this Agreement and such unenforceable or invalid paragraph, or portion thereof, shall be severable from the remainder of the Agreement.

20. GOVERNING LAW AND ARBITRATION

20.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the parties hereby irrevocably attorn to the jurisdiction of the courts of such Province.

20.2 All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, shall be referred to and finally resolved by arbitration under the rules of the British Columbia International Commercial Arbitration Centre.

20.3 The appointing authority shall be the British Columbia International Commercial Arbitration Centre and the case shall be administered by the British Columbia International Commercial Arbitration Centre in accordance with its "Procedure for Cases under the BCICAC Rules" at Vancouver, British Columbia.

21. ENUREMENT

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

GEOMAP EXPLORATION INC.

AURIC MINERALS CORP.

PER: /S/ Afzaal Pirzada

PER: /S/ Dimitri Lakutin

Authorized Signatory

Authorized Signatory

/S/ Afzaal Pirzada

Afzaal Pirzada

SCHEDULE "A"**TO THAT CERTAIN AGREEMENT MADE AS OF JUNE 21, 2021
BETWEEN GEOMAP EXPLORATION INC., AFZAAL PIRZADA, AND
AURIC MINERALS CORP.**

The three mineral claims which constitute the Property as described in this Mineral Property Option Agreement are all located in the Trail Creek Mining Division in the Province of British Columbia Specifics are as follows:

Claim Name**Claim Number**

Title Number	Claim Name	Owner	Title Type	Map Number	Issue Date	Good To Date	Status	Area (ha)
1075626	GOOD EYE	260370 (100%)	Mineral Claim	082F	2020/APR/08	2021/APR/08	PROTECTED	402.67
1075685	GOODEYE 2	260370 (100%)	Mineral Claim	082F	2020/APR/11	2021/APR/11	PROTECTED	614.51
1083116	GOODEYE 3	260370 (100%)	Mineral Claim	082F	2021/JUN/18	2022/JUN/18	Good	889.77
Total Area Hectares								1,906.95