MARGAUX RESOURCES LTD.

AND

WILDSKY RESOURCES INC.

OPTION AGREEMENT

CASSIAR GOLD

TABLE OF CONTENTS

OPTION AGREEMENT

THIS AGREEMENT is dated effective March 25, 2019.

BETWEEN:

MARGAUX RESOURCES LTD., a company duly incorporated under the laws of the Province of Alberta having an office address c/o 15th Floor, Bankers Court, 850 – 2nd Street SW, Calgary, AB T2P 0R8

("**Margaux**")

AND:

WILDSKY RESOURCES INC., a company duly incorporated under the laws of the Province of British Columbia having an office address at Suite 890, 580 Hornby Street, Vancouver, BC Canada V6C 3B6

("**Wildsky**")

WHEREAS:

A. Cassiar Gold (defined herein), is the direct or indirect 100% owner of 224 mineral claims and 2 placer claims recorded pursuant to the *Mineral Tenure Act* (British Columbia), 18 crown granted mineral claims and 2 surface tenures, comprising approximately 59,843 hectares and known as the "Cassiar Property" (the "**Property**"), as more particularly described in Schedule A hereto;

B. Wildsky owns 1,301 common shares (together, the "**Cassiar Shares**") of Cassiar Gold, representing 100% of the issued and outstanding shares of Cassiar Gold; and

C. Wildsky has agreed to grant an exclusive option to Margaux to acquire all of the interest of Wildsky in and to the Cassiar Shares (being 100% of the shares of Cassiar Gold) by completing certain work commitments on the Property as well as option payments to Wildsky, all as hereinafter provided.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of $1.00 and the consideration set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement, except as otherwise expressly provided or as the context otherwise requires:

"**Agreement**" means this Agreement, including the Schedules hereto, as amended or supplemented from time to time.

"**Cassiar Financial Statements**" means the audited financial statements of Cassiar Gold for the years ended November 30, 2018 and 2017.

"**Cassiar Gold**" means Cassiar Gold Corp., the wholly-owned subsidiary of Wildsky and the registered holder of the Property.

"Cassiar Shares" has the meaning attributed to it in Recital B.

"Change of Control" means: (i) any Person or group of Persons acting jointly or in concert within the meaning of the *Securities Act* (British Columbia) (in this paragraph, an **"Acquiror"**), other than through an offering of securities undertaken with the approval of the board of directors of Wildsky, acquires control or is deemed to acquire control (including, without limitation, the right to vote or direct the voting) of the common shares of Wildsky (**"Wildsky Shares"**) which, when added to the Wildsky Shares owned of record or beneficially by the Acquiror or which the Acquiror has the right to vote or in respect of which the Acquiror has the right to direct the voting, would entitle the Acquiror and associates (within the meaning of the *Business Corporations Act* (British Columbia)) and affiliates of the Acquiror to cast or to direct the casting of more than 50% of the votes attached to all of the outstanding Wildsky Shares which may be cast to elect directors of Wildsky (regardless of whether a meeting has been called to elect directors); (ii) the shareholders of Wildsky approve all resolutions required to permit any Person or group of Persons acting jointly or in concert (within the meaning of the *Securities Act* (British Columbia)) to accomplish the result described in subparagraph (a) above, even if the securities have not yet been issued or transferred to, or acquired by, that Person or group of Persons.

"Claims" means any and all debts, claims, actions, lawsuits, causes of action, demands, duties and obligations of any nature whatsoever and however incurred.

"Encumbrances" means any and all mortgages, pledges, liens, charges, security, interests, adverse Claims, demands and encumbrances of any nature whatsoever and however incurred.

"Environmental Laws" means, collectively, any applicable national, federal, provincial, territorial, state, regional, municipal or local laws, regulations, orders, government decrees or ordinances with respect to environmental, health or safety matters.

"Exchange" means the TSX Venture Exchange.

"Expenditures" means all direct costs and expenses incurred by Margaux in all activities conducted on the Property for the purpose of, or in furtherance of, the discovery, location, delineation or evaluation of any deposit of minerals within the Property including, without limitation, prospecting, aerial and surface reconnaissance, geophysical and geochemical work, and geological mapping; drill site preparation; road building; land clearing; exploration and definition drilling; trenching; excavation, driving of adits, sinking of shafts and similar underground operations; logging of drill holes and drill core; evaluation of geological, geophysical, geochemical or other exploration data; laboratory work, including without limitation, assay or metallurgical analyses; and reclamation and restoration work on any drill sites as required by any federal, state, or local agency. Costs and expenses of all similar work not physically conducted on the Property such as permitting, community and First Nations consultation, resource estimation, economic assessment studies, assessment and similar filings and report preparation shall also constitute Expenditures to the extent that such work is for the purpose of, or in furtherance of, the discovery, location, delineation or evaluation of any deposits of minerals within the Property.

"Governmental Entity" means: (i) any international, multinational, national, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, ministry, agency or Regulatory Authority, domestic or foreign; (ii) any subdivision or authority of any of the foregoing; (iii) any quasi-governmental or private body exercising any statutory, regulatory expropriation, land use or occupation, or taxing authority under or for the account of any of the foregoing; or (iv) any stock exchange, including the Exchange.

"Hazardous Substances" means any contaminants, pollutants, dangerous substances, liquid wastes, industrial wastes, hauled liquid wastes, toxic substances, hazardous wastes, hazardous materials, or hazardous substances as defined in or pursuant to any applicable law, judgment, decree, order, injunction, rule, statute, and regulation of any court, arbitrator, or Governmental Entity.

"IFRS" means International Financial Reporting Standards.

"Margaux Shares" means common shares in the capital of Margaux.

"Option" means the option to acquire all right, title and interest of Wildsky in and to Cassiar Gold and the Cassiar Shares as provided in Section 4.0.

"Parties" means the initial parties to this Agreement and their respective successors and permitted assigns which become parties to this Agreement, and **"Party"** means any one of them.

"Property" means the mineral claims, placer claims, crown grants and surface tenures described in Schedule A, that are in good standing at the date hereof and shall include any license, lease or superior tenure derived from such mineral claims or to which such mineral claims may from time to time be converted. Property also includes any mineral interests that become part of the property or by the conversion of "legacy mineral claims" to "claims" pursuant to the provisions of the *Mineral Tenure Act* (British Columbia) and the Regulations thereunder and shall notwithstanding the absence of an area of common interest clause make all such claims subject to this Agreement; Property also includes any improvements including but not limited to mill buildings and equipment camp buildings, historic tailings and mining equipment.

"Property Rights" means all licences, permits, easements, rights of way, certificates and other approvals obtained by either of the Parties either before or after the date of this Agreement and necessary for the development of the Property, or for the purpose of placing the Property into production or continuing production therefrom.

"Regulatory Authorities" means all securities commissions, stock exchanges or other similar regulatory authorities in Canada and **"Regulatory Authority"** means any of them.

"Returns" means any and all returns, reports, declarations, elections, notices, forms, designations, filings, and statements (including estimated tax returns and reports, withholding tax returns and reports, and information returns and reports) filed or required to be filed in respect of Taxes.

"Right of First Refusal" means a right of first refusal, pre-emptive right of purchase or similar right whereby any party, other than a Party hereto, has the right to acquire or purchase all or a portion of the Property as a consequence of Wildsky having agreed to grant the Option to Margaux in accordance with the terms hereof.

"Tax Act" means the *Income Tax Act* (Canada), together with any and all regulations promulgated thereunder, as amended.

"Taxes" means all taxes, however denominated, including any interest, penalties or other additions that may become payable in respect thereof, imposed by any Governmental Entity which taxes shall include, without limiting the generality of the foregoing, (i) all income or profits taxes (including, but not limited to, federal income taxes and provincial income taxes), capital, payroll and employee withholding taxes, labour taxes, employment insurance, social insurance taxes, sales and use taxes, ad valorem taxes, value added taxes, excise taxes, franchise taxes, gross receipts taxes, business license taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, workers' compensation and other governmental charges, and other obligations of the same or of a similar nature to any of the foregoing, that is required to be paid, withheld or collected, (ii) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency, or fee, and (iii) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law.

"Term" means the period from the date hereof to and including the earlier of the date of exercise of the Option and the date of termination of the Agreement.

1.2 The headings are for convenience only and are not intended as a guide to interpretation of this Agreement or any portion thereof.

1.3 The word "including", when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope.

1.4 Where a representation or warranty is made in this Agreement on the basis of the knowledge or the awareness of a Party, such knowledge or awareness consists only of the actual knowledge or awareness, as of the date of this Agreement, of the directors and senior executive officers of that Party, but does not include the knowledge or awareness of any other individual or any constructive, implied or imputed third party knowledge.

1.5 All accounting terms not otherwise defined herein have the meanings assigned to them, and all calculations to be made hereunder are to be made, in accordance with IFRS.

1.6 In this Agreement, except as otherwise specified, all references to currency mean Canadian currency.

1.7 A reference to a statute includes all regulations made thereunder, all amendments to the statute or regulations in force from time to time, and any statute or regulation that supplements or supersedes such statute or regulations.

1.8 A reference to an entity includes any successor to that entity.

1.9 Words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa.

1.10 A reference to "approval", "authorization" or "consent" means written approval, authorization or consent.

2.0 REPRESENTATIONS AND WARRANTIES OF WILDSKY

2.1 Wildsky, on its own behalf and on behalf of Cassiar Gold represents and warrants to Margaux that:

(a) it and Cassiar Gold have been duly incorporated, organized and validly exist as corporations in good standing under the laws of their incorporating jurisdiction and are lawfully qualified to do business and to hold mineral claims and real property in the Province of British Columbia and have full power and authority to enter into this Agreement and to carry out and perform their obligations and duties hereunder;

(b) Cassiar Gold is legally entitled to hold the Property and all Property Rights held by it and will remain so entitled while this Agreement is in effect and Wildsky or Cassiar Gold (taken as a whole) holds any interest in the Property as contemplated hereby;

(c) Cassiar Gold is, and at the time of transfer to Margaux of the Cassiar Shares, will be, the recorded holder and beneficial owner of all of the mineral claims comprising the Property free and clear of all liens, charges and claims of others and no taxes or rentals are due in respect of any thereof;

(d) the mineral claims comprised in the Property are properly and accurately described in Schedule A and have been duly and validly located and recorded pursuant to the *Mineral Tenure Act* (British Columbia), and, except as specified in Schedule A and accepted by Margaux, are in good standing with respect to all filings, fees, taxes, assessments, work commitments and other conditions in the office of the Mining Recorder on the date hereof and until the dates set opposite the respective names thereof in Schedule A;

(e) there is no adverse Claim or challenge against or to the ownership of or title to any of the mineral claims comprising the Property, nor to the knowledge of Wildsky is there any basis therefor, and there are no outstanding agreements or options to acquire or purchase the Cassiar Shares or the Property or any portion thereof, and no person other than Wildsky, pursuant to the provisions hereof, has any royalty or other interest whatsoever in production from any of the mineral claims comprising the Property, other than as set forth in Schedule "A";

(f) neither the Cassiar Shares nor the Property is subject to a Right of First Refusal or similar pre-emptive or preferential right of purchase by any third party;

(g) other than the royalty interests set out in Schedule D hereto, the Property is not subject to an agreement that provides for an area of mutual interest or any overlapping royalty interests;

(h) Wildsky represents and warrants to Margaux that upon the transfer of the Cassiar Shares to Margaux pursuant to Section 7.0 hereof: (a) Margaux shall have good title to the Cassiar Shares, free and clear of all Encumbrances other than any mortgages granted pursuant to Section 14.1 herein, (b) Cassiar Gold shall have only one class of shares and the Cassiar Shares shall have been duly authorized, are fully paid and non-assessable and shall have been issued in compliance with all applicable securities laws, (c) subject to the covenant below, there will be only 1301 Cassiar Shares issued and outstanding and except for Margaux's rights set forth in this Agreement, as of the date hereof there are not, and as of the date of transfer of the Cassiar Shares to Margaux there shall not be, any outstanding options, warrants, rights (including conversion or pre-emptive rights and rights of first refusal or similar rights) or agreements, orally or in writing, to purchase or acquire any Cassiar Shares or any equity interests in Cassiar Gold or in any of its subsidiaries, or any securities convertible into or exchangeable for Cassiar Shares or such equity interests (collectively, "**Convertible Interests**"), and (d) as of the date of transfer of the Cassiar Shares to Margaux, Cassiar Gold and its subsidiaries shall not have any debt obligations, and their assets shall not be subject to any Encumbrances. Wildsky covenants and agrees that, other than as set forth in this Agreement, it shall cause Cassiar Gold and its subsidiaries not to issue any Cassiar Shares or any Convertible Interests to any Person without the express written consent of Margaux;

(i) other than as set out in Schedule C hereto, there is no outstanding directive or order or similar notice issued by any regulatory agency, including agencies responsible for environmental matters, affecting the Property, Cassiar Gold or Wildsky nor to the knowledge of Wildsky such an order, directive or similar notice is pending;

(j) Wildsky and/or Cassiar Gold hold all permits necessary to carry out operations related to the Property and the present operations by Wildsky and Cassiar Gold do not violate the terms of such permits;

(k) any and all operations of Wildsky and Cassiar Gold have been conducted in accordance with good mining practices and in material compliance with all applicable laws, rules, regulations, orders and directives of governmental or other competent authorities, and neither Wildsky nor Cassiar believe that any operations conducted by third parties on or in respect of the Property were not conducted in accordance with good mining practices and in material compliance with all applicable laws, rules, regulations, orders and directives of governmental or other competent authorities;

(l) other than Wildsky shareholder and Exchange approval, Wildsky and Cassiar Gold have duly obtained all corporate authorizations for the execution of this Agreement and for the performance of their respective obligations under this Agreement, 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, the Articles or the constating documents of Wildsky or Cassiar Gold or any shareholders' or directors' resolution, indenture, agreement or other instrument whatsoever to which Wildsky or Cassiar Gold is a party or by which they are bound or to which they may be subject;

(m) Wildsky and Cassiar Gold are residents of Canada within the meaning of the *Income Tax Act* (Canada);

(n) no proceedings are pending for, and Wildsky is unaware of any basis for the institution of any proceedings leading to, the dissolution or winding up of Wildsky or Cassiar Gold or the placing of Wildsky or Cassiar Gold in bankruptcy or subject to any other laws governing the affairs of insolvent persons;

(o) as of the date hereof, Cassiar Gold has deficient working capital.

(p) as of the date of transfer of the Cassiar Shares, excluding any asset retirement obligations and any debts incurred pursuant to Article 14 herein, Cassiar Gold will have no debt, and will have working capital (being current assets less current liabilities) of not less than $0;

(q) the financial books, records and accounts of Cassiar Gold in all material respects have been maintained in accordance with IFRS on a basis consistent with prior years;

(r) the corporate records and minute books of the Cassiar Gold has been maintained in accordance with all applicable Laws, and the minute books of the Cassiar Gold as provided to Margaux are complete and accurate in all material respects. The corporate minute books for the Cassiar Gold contain minutes of all meetings and resolutions of the directors and securityholders held;

(s) all of Cassiar Gold's properties, mineral interests and rights in each case, existing under contract, by operation of Law or otherwise (including the Property) including any bonds in respect of the Property on deposit with any Governmental Entity (the **"Interests"**) are set out in Schedule A. The Interests are free and clear of adverse material claims created by, through or under Cassiar Gold or of which it is otherwise aware and Cassiar Gold holds the Interests under valid and subsisting permits;

(t) neither Wildsky nor Cassiar Gold has received any notice, whether written or oral, from any Governmental Entity of any revocation or intention to revoke, suspend, amend, replace or otherwise alter any of the rights, interests or entitlements, or obligations or liabilities of Cassiar Gold in or under any Interests;

(u) neither Wildsky nor Cassiar Gold has any outstanding commitments to make capital expenditures in respect of the Property, other than the anticipated normal course maintenance capital and permit expenses which have arisen in the normal course of business as set out on Schedule E hereto;

(v) neither Wildsky nor Cassiar Gold is aware of any defects, failures or impairments to the title to the mineral exploration properties of Cassiar Gold, whether or not an action, suit, proceeding or inquiry is pending or threatened and whether or not discovered by any third party;

(w) Wildsky has made available to Margaux all documents of title affecting the title of Cassiar Gold on the Property;

(x) Wildsky has provided Margaux with access to full and complete copies of all exploration information and data relating to the Interests, and which is owned by, or within the possession or control of, Wildsky or Cassiar Gold, including all geological, geophysical and geochemical information and data (including all drill, sample and assay results and all maps) and all technical reports, feasibility studies and other similar reports and studies concerning the Interests, and either Wildsky or Cassiar Gold has the sole right, title, ownership and right to use all such information, data reports and studies;

(y) other than as disclosed in writing to Margaux, neither Wildsky nor Cassiar Gold are in violation of any applicable Environmental Laws;

(z) each of Wildsky and Cassiar Gold has operated its business at all times and has received, handled, used, stored, treated, shipped and disposed of all contaminants without material violation of Environmental Laws;

(aa) except as have been disclosed to Margaux in writing, there have been no material spills, releases, deposits or discharges of Hazardous Substances into the earth, air or into any body of water or any municipal or other sewer or drain water systems by either Wildsky or Cassiar Gold that could result in material liability to Cassiar Gold;

(bb) other than as set forth in Schedule "C" hereto, neither Wildsky nor Cassiar Gold has been issued, and which remain outstanding, any orders, directions or notices pursuant to any Environmental Laws which could result in material liability to Cassiar Gold;

(cc) neither Wildsky nor Cassiar Gold has failed to report to the proper Governmental Entity the occurrence of any event which is required to be so reported by any Environmental Law and which could result in material liability to Cassiar Gold;

(dd) Cassiar Gold holds all material licenses, permits and approvals required under any Environmental Laws; all such licenses, permits and approvals are in full force and effect; and Cassiar Gold has not received any notification pursuant to any Environmental Laws that any material work, repairs, constructions or capital expenditures are required to be made by it as a condition of continued compliance with any Environmental Laws, or any license, permit or approval issued pursuant thereto, or that any such license, permit or approval is about to be reviewed, made subject to limitation or conditions, revoked, withdrawn or terminated;

(ee) all Returns required to be filed by or on behalf of Cassiar Gold have been duly filed on a timely basis and such Returns were complete and correct in all material respects. All Taxes shown to be payable on such Returns or on subsequent assessments or reassessments with respect thereto have been paid in full on a timely basis, or have been properly accrued for in the Cassiar Financial Statements and no other Taxes are payable by Cassiar Gold with respect to items or periods covered by such Returns;

(ff) Cassiar Gold has paid or provided adequate accruals for Taxes as at November 30, 2018, in conformity with IFRS, consistently applied on a basis consistent with those of prior years;

(gg) in respect of all periods covered by the Returns provided in subsection (ee) above, Wildsky has made available to Margaux true and complete copies of all material federal, provincial, state, local or foreign income or franchise tax returns for Cassiar Gold;

(hh) no material deficiencies exist or have been asserted with respect to Taxes paid by Cassiar Gold. Cassiar Gold is not a party to any action or proceeding for assessment or reassessment or collection of Taxes, nor has such event been asserted or to the knowledge of Wildsky threatened against Cassiar Gold or any of its assets. No waiver or extension of any statute of limitations is in effect with respect to Taxes or Returns of Cassiar Gold. There is no audit in process, pending or, to the knowledge of Wildsky, threatened by a governmental or taxing authority relating to the Returns of Cassiar Gold for the last three years. There are no matters of dispute or matters under discussion with any Governmental Entity relating to Taxes assessed by any Governmental Entity against Cassiar Gold or relating to any matters which could result in claims for Taxes or additional Taxes. No claim in writing has been made against Cassiar Gold by any Governmental Entity in a jurisdiction where Cassiar Gold does not file tax returns, declarations or reports that Cassiar Gold is or may be subject to taxation by or in that jurisdiction;

(ii) Cassiar Gold has withheld from each payment made to any person all amounts required by applicable law and will continue to do so until date of completion of the Option and has remitted such withheld amounts within the prescribed periods to the appropriate Governmental Entity. Cassiar Gold has remitted all pension plan contributions, employment insurance premiums, employer health taxes and other Taxes payable by it in respect of its respective employees and has or will have remitted such amounts to the proper Governmental Entity within the time required by applicable Law. Cassiar Gold has charged, collected and remitted on a timely basis all Taxes as required by applicable Law on any sale, supply or delivery whatsoever, made by it;

(jj) to the knowledge of Wildsky, all ad valorem, property, production, severance and similar taxes and assessments based on or measured by the ownership of property by Cassiar Gold or the production of Cassiar Gold's mineral substances, or the receipt of proceeds therefrom, payable in respect of Cassiar Gold's mineral properties or assets prior to the date hereof have been properly and fully paid and discharged, and there are no unpaid taxes or assessments which could result in a lien or charge on Cassiar Gold's mineral properties or assets;

(kk) Cassiar Gold has not acquired any assets from a non-arm's length person for consideration greater than fair market value, nor has it disposed of any assets to a non-arm's length person for consideration less than fair market value;

(ll) there are no "change of control" or similar payments or obligations to which Wildsky or Cassiar Gold are subject to that will arise as a result of the completion of the Option;

(mm) Cassiar Gold does not have a shareholder rights protection plan in place;

(nn) neither proposing this Agreement nor the successful completion of the Option will trigger any Right of First Refusal or result in a material adverse change pursuant to or as a result of the provisions of any agreement or arrangement to which Cassiar Gold is a party;

(oo) there is no material agreement, judgment, injunction, order or court decree binding upon Cassiar Gold that has or could reasonably be expected to have the effect of prohibiting or materially impairing any current business practice of Cassiar Gold, any acquisition of property by Cassiar Gold or the conduct of any current or future business by Cassiar Gold;

(pp) except for liabilities and obligations: (i) incurred in the ordinary course of business; or (ii) incurred pursuant to the terms of this Agreement, Cassiar Gold has not incurred any liabilities of any nature, whether accrued, contingent or otherwise (or which would be required by IFRS to be reflected on the balance sheet of Cassiar Gold) that have constituted or would be reasonably likely to constitute a material adverse change;

(qq) there are no material contracts or agreements which have or which might have or any material obligation to Cassiar Gold or from which they derive or could derive any material benefit or which are required by Cassiar Gold to carry on their business as now conducted by it or as is now proposed to be carried on by it;

(rr) Wildsky has not received notice that Cassiar Gold would be, with the passage of time, in default or violation of any term, condition or provision of: (i) any judgment, decree or order applicable to it; or (ii) any loan or credit agreement, note, bond, mortgage, indenture, contract, agreement, lease, license or other instrument to which Cassiar Gold is now a party or by which they or any of their properties or assets may be bound, except, in the case of item (ii) above, for defaults and violations which, individually or in the aggregate, would not have a material adverse effect on Cassiar Gold;

(ss) Cassiar Gold is not a party to any written employment or consulting agreement or any verbal employment or consulting agreement which may not be terminated on one month's notice or which provides for a payment on a change of control of Cassiar Gold or severance of employment;

(tt) Cassiar Gold does not have any employee benefit plans;

(uu) there are no actions, suits or proceedings pending, or to the knowledge of Wildsky threatened, against Cassiar Gold before or by any federal, provincial, state, local, foreign, municipal or other governmental department, commission, board, bureau, agency, court or instrumentality, which action, suit or proceeding involves the possibility of any judgment against or liability of Cassiar Gold or any other person which, if successful, would, individually or in the aggregate, have a material adverse effect on Cassiar Gold, or materially affect the ability of Wildsky to consummate the transactions contemplated hereby;

(vv) Cassiar Gold will not pay any severance payments, salaries, bonuses or other payments out of the normal course of its business in connection with this Agreement or the completion of the Option;

(ww) to the knowledge of Wildsky, none of the information delivered to Margaux prior to the date hereof and as modified or supplemented from time to time prior to the date hereof contains a material misrepresentation or material inaccuracy;

(xx) Cassiar Gold is not subject to, or affected by, any unanimous shareholders agreement, or is not a party to any shareholder, pooling, voting trust or other similar type of arrangements or agreements relating to the ownership or voting of any of the securities of Cassiar Gold or pursuant to which any person other than Wildsky or Cassiar Gold may have any right or claim in connection with any existing or past equity interest in Wildsky or in Cassiar Gold;

(yy) Wildsky has not negotiated any transaction, purchase, business combination or other similar agreement with any person who has not entered into a confidentiality agreement or provided access to the confidential information in respect of Wildsky to any person who has not entered into a confidentiality agreement. Wildsky will not amend, modify or provide any consents under such confidentiality agreements or provide any release from, or relaxation of, the obligations under such confidentiality agreements to any of the other parties thereto. Wildsky has not waived the applicability of any "standstill" or other provisions of any confidentiality agreements entered into by Wildsky;

(zz) Cassiar Gold has no loans or other indebtedness outstanding which have been made to or from any of its shareholders, officers, directors or employees, any other person not dealing at arm's length with Cassiar Gold, or, to the knowledge of Wildsky, any associate or affiliate of any such person;

(aaa) no officer, director, employee or any other person not dealing at arm's length with any of Cassiar Gold or, to the knowledge of Wildsky, any associate or affiliate of any such person, owns, has or is entitled to any royalty, net profits interest, carried interest or any other Encumbrances or claims of any nature whatsoever which are based on production from any of Cassiar Gold's properties or assets or any revenue or rights attributed thereto other than as provided in this Agreement;

(bbb) policies of insurance in force as of the date hereof naming Wildsky as insured adequately cover all risks reasonably and prudently foreseeable in the operation and conduct of the business of Cassiar Gold. All such policies of insurance shall remain in force and effect and shall not be cancelled or otherwise terminated as a result of the transactions contemplated hereby;

(ccc) as far as Wildsky and Cassiar Gold are aware, the operations of Wildsky and Cassiar Gold (collectively, the "**Wildsky Group**") are and have been conducted at all times in compliance with the applicable anti-money laundering laws (the "**Anti-Money Laundering Laws**"), and no action, suit, or proceeding by or before any Governmental Entity involving the Wildsky Group with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of Wildsky, threatened; and

(ddd) neither the Wildsky Group nor any director, officer, or employee of any Wildsky Group company nor, to the knowledge of Wildsky, any third-party agent, affiliate, or other person associated with or acting on behalf of any Wildsky Group company has: (i) used any funds for any unlawful contribution, gift, entertainment, or other unlawful expense relating to political activity; (ii) made or taken an act in furtherance of an offer, promise, or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government or regulatory official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; (iii) violated or is in violation of any provision of the all applicable anti-corruption laws; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including any rebate, payoff, influence payment, kickback, or other unlawful or improper payment or benefit.

2.2 The representations and warranties contained in Section 2.1 are provided for the exclusive benefit of Margaux, and a breach of any one or more thereof may be waived by Margaux in whole or in part at any time without prejudice to its rights in respect of any other breach of the same or any other representation or warranty. The representations and warranties contained in Section 2.1 will survive the execution of this Agreement.

3.0 REPRESENTATIONS AND WARRANTIES OF MARGAUX

3.1 Margaux represents and warrants to Wildsky that:

(a) it has been duly incorporated and validly exists as a corporation in good standing under the laws of its incorporating jurisdiction and is lawfully qualified to do business and to hold mineral claims and real property in the Province of British Columbia;

(b) it has the full power, capacity and authority to enter into and perform its obligations under the Agreement and any agreement or instrument referred to or contemplated herein;

(c) this Agreement constitutes a legal, valid and binding obligation of Margaux enforceable in accordance with its terms by appropriate legal remedy;

(d) no order ceasing or suspending trading in the securities of Margaux nor prohibiting the sale of such securities has been issued to Margaux or its directors, officers or promoters and, to the best of the knowledge of Margaux, no investigations or proceedings for such purposes are pending or threatened;

(e) Margaux is a "reporting issuer" within the meaning of the *Securities Act* (British Columbia), the *Securities Act* (Alberta), the *Securities Act* (Ontario), the *Securities Act* (Saskatchewan), and the *Securities Act* (Nova Scotia) (collectively, the "**Acts**"), is not in default of any of its obligations as a reporting issuer, and none of the British Columbia Securities Commission, the Alberta Securities Commission, the Ontario Securities Commission, the Saskatchewan Financial and Consumer Affairs Authority, the Nova Scotia Securities Commission nor the Exchange has issued any order preventing this Agreement or the transactions contemplated herein or the trading or prohibiting any sale of any securities of Margaux;

(f) as of their respective dates, as far as Margaux is aware, all information and materials filed by Margaux on the SEDAR website as of the date hereof (including all exhibits and schedules thereto and documents incorporated by reference therein) (collectively, the "**Public Record**") did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and complied in all material respects with all requirements of applicable securities laws and policies of the Exchange;

(g) the Margaux Shares are validly listed and posted for trading on the Exchange;

(h) the Margaux Shares to be issued to Wildsky hereunder will be duly and validly authorized and issued as fully paid and non-assessable Margaux Shares;

(i) other than the receipt of the Exchange approval for the transaction, it has duly obtained all corporate authorizations for the execution of this Agreement and for the performance of its obligations under this Agreement by it, 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

(i) the provisions of the Articles or the constating documents of Margaux;

(ii) any shareholders' or directors' resolution, indenture, security arrangement, undertaking, agreement or deed or other instrument whatsoever to which Margaux is a party or by which it is bound or to which it may be subject; or

(iii) any writ, order or injunction, judgment, law, rule or regulation to which it is a party or is subject or by which it is bound;

(j) it is in good standing in accordance with all applicable securities and regulatory authorities to which it is subject.

3.2 The representations and warranties contained in Section 3.1 are provided for the exclusive benefit of Wildsky and a breach of any one or more thereof may be waived by Wildsky in whole or in part at any time without prejudice to its right in respect of any other breach of the same or any other representation or warranty. The representations and warranties contained in Section 3.1 will survive the execution hereof.

4.0 ACQUISITION OF OPTION

4.1 Wildsky hereby grants to Margaux the sole and exclusive right and option (the "**Option**"), subject to the terms of this Agreement, to acquire a 100% undivided interest in and to all of the Cassiar Shares, free and clear of all charges, Encumbrances and Claims.

4.2 The Option may be exercised by Margaux doing the following on the timeframes (the "**Option Period**") indicated:

(a) Issuing Margaux Shares to Wildsky in the following amounts and at the described times:

(i) 5,820,000 Margaux Shares on the date of receipt of final Exchange approval of this Agreement;

(ii) 11,640,000 Margaux Shares on the date that is the earlier of (a) six (6) months from the date of this Agreement, and (b) the receipt of final Exchange approval of this Agreement;

(iii) 17,460,000 Margaux Shares on the date that is the earlier of (a) twelve (12) months from the date of this Agreement, and (b) the receipt of final Exchange approval of this Agreement;

(iv) 23,280,000 Margaux Shares on the date that is the earlier of (a) eighteen (18) months from the date of this Agreement, and (b) the receipt of final Exchange approval of this Agreement.

Being an aggregate of 58,200,000 Margaux Shares being issued at a deemed price of $0.08 per share for total deemed consideration of $4,656,000. Wildsky agrees that all such shares will be subject to: (i) a statutory four-month hold; and (ii) if not issued due to an Acceleration (as defined below), a contractual hold period of 12 months from the date of issuance. Other than in respect of mutually agreed upon operations pursuant to Section 13 hereof, in the event that at any time prior to the receipt of the Exercise Notice (as defined below) or the termination of this Agreement, Margaux or its agent(s) remove material from the Tailings Pond (as defined herein) for purposes other than bona fide exploration and testing purposes, and such material is processed and sold, then the time periods set out in subsections 4.2(a)(ii), (iii), and (iv) above shall be accelerated (an "**Acceleration**") to seven (7) days from the date that Margaux first removes such material from the Tailings Pond.

(b) Expending a minimum of $400,000 of Expenditures on the Property in the 12 months after the date of final Exchange approval in accordance with a program and budget set by Margaux in its sole discretion.

(c) Six (6) Months after the date of final Exchange approval, offering Wildsky the right to appoint one (1) member to the board of directors of Margaux (including seeking shareholder approval for such appointment at the next annual meeting of shareholders, if required);

(d) Twelve (12) Months after the date of final Exchange approval, offering Wildsky the right to appoint an additional person (for a total of two (2) board members) to the board of directors of Margaux (including seeking shareholder approval for such appointment at the next annual meeting of shareholders, if required); and

(e) Twelve (12) Months after the date of final Exchange approval, Wildsky shall have the right to appoint one representative of Wildsky to Margaux's management team, on terms and conditions to be agreed upon by Margaux and Wildsky, acting reasonably.

4.3 In the event of a change in capitalization affecting the Margaux Shares, such as a subdivision, consolidation or reclassification of the Margaux Shares or other relevant changes in Margaux Shares, including any subdivision, consolidation or reclassification arising from a merger, acquisition or plan of arrangement, such proportionate adjustments, if any, appropriate to reflect such change shall be made by Margaux with respect to the number of Margaux Shares to be issued to Wildsky.

4.4 Margaux may in its sole discretion, on seven days' notice at any time during the term of this Agreement, accelerate the satisfaction of its obligations under Section 4.2 and in so doing accelerate the exercise of the Option.

4.5 Wildsky acknowledges that the Margaux Shares issuable to Wildsky under this Agreement shall be subject to such resale restrictions by applicable securities laws, including National Instrument 45-102 of the Canadian Securities Administrators, the rules and policies of the Exchange and any applicable resale restrictions imposed by the U.S. Securities and Exchange Commission or under state securities laws.

4.6 The issuance of the Margaux Shares contemplated by Section 4.2(a) is subject to the approval of the Exchange.

4.7 The grant of the Option by Wildsky is subject to the approval of the Exchange and the approval of the shareholders of Wildsky.

4.8 Any and all Expenditures incurred hereunder shall be for the account of Margaux, and Margaux will be entitled to claim all tax benefits, credits, write offs and deductions with respect thereto.

4.9 If, at anytime during the Term of the Agreement, Margaux consolidates or "splits" its share capital or agrees to consolidate or "split" its share capital, the number of Margaux Shares contemplated for issuance in Paragraphs 4.2(ii), (iii) and (iv) shall be adjusted accordingly.

5.0 EXERCISE OF OPTION

5.1 Margaux may exercise the Option once it has satisfied its obligations under Section 4.2 by delivering a notice (the "**Exercise Notice**") to Wildsky, provided always that nothing herein will at any time oblige Margaux to give such notice.

5.2 If and when the Option has been exercised, a 100% right, title and interest in and to the Cassiar Shares will transfer to Margaux free and clear of all charges, Encumbrances and Claims, in accordance with Section 7.0 hereof.

6.0 RIGHT OF ENTRY

6.1 Throughout the Term of this Agreement, the directors and officers of Margaux and its servants, agents and independent contractors, will have the sole and exclusive right in respect of the Property to:

(a) enter thereon;

(b) have exclusive and quiet possession thereof;

(c) do such prospecting, exploration, development and/or other mining work thereon and thereunder as Margaux in its sole discretion may determine advisable;

(d) bring upon and erect upon the Property buildings, plant, machinery and equipment as Margaux may deem advisable;

(e) remove therefrom and dispose of reasonable quantities of ores, minerals and metals for the purpose of obtaining assays or making other tests; and

(f) Perform any reclamation work deemed necessary, whether relating to work completed on the Property by Margaux or any historical work done on the Property, as applicable.

6.2 For greater certainty, the provisions contained in Section 6.1 above shall be subject to the rights of Wildsky and Cassiar Gold set out in Paragraphs 9.1(e) and (f).

7.0 TRANSFER OF CASSIAR SHARES

7.1 On receipt of the Exercise Notice set forth in Section 5.1 Wildsky will, within 5 business days, transfer to Margaux the Cassiar Shares, free and clear of all Encumbrances. Upon such transfer, Margaux shall have acquired the Cassiar Shares without any further act or formality on the part of either Margaux or Wildsky and Cassiar Gold shall become a wholly-owned subsidiary of Margaux.

7.2 Wildsky covenants and agrees to do all such acts and things as may be required to effect the transfer under Section 7.1 and further covenants and agrees to assist Margaux, if required, with any registrations required in respect of the Property on Mineral Titles Online, with BC Land Titles or with BC Corporate Registries to evidence the change in ownership of Cassiar Gold.

7.3 A memorandum of this Agreement, together with applicable schedules, shall, upon the written request of any Party, be recorded in the office of any governmental agency so requested, in order to give notice to third parties of the respective interests of the Parties in the Property and this Agreement. Each Party hereby covenants and agrees with the requesting Party to execute such documents as may be necessary to perfect such recording.

7.4 Title to the Property shall remain in the name of Cassiar Gold in accordance with this Agreement, provided, however, that Margaux shall be entitled to require Wildsky to execute, file and record such documents as may be required acting in accordance with good industry practice by Margaux to document or provide notice of Margaux's interest in any or all of the Property.

7.5 Wildsky covenants and agrees that it shall not permit Cassiar Gold from transferring any part of its right or interest in and to the Property without the express written consent of Margaux.

8.0 ESCROW OF CASSIAR SHARES

8.1 In the event of: (a) a Change of Control or (b) any action, stated intention or effort by Wildsky to replace the Margaux nominee(s) provided for in Section 10.1(g) on the Cassiar Gold board of directors, Wildsky shall physically deliver the share certificates representing the Cassiar Shares to a mutually acceptable escrow agent to hold such shares in escrow pending notice of exercise of the Option or termination of this Agreement. The terms and conditions of the escrow agreement shall be mutually agreed upon by Wildsky and Margaux acting reasonably, and Margaux shall pay all the costs associated with the escrow.

9.0 OBLIGATIONS OF MARGAUX DURING OPTION PERIOD

9.1 During the Option Period Margaux will:

(a) maintain in good standing those mineral claims comprised in the Property that are in good standing on the date hereof by the doing and filing of assessment work or the making of payments in lieu thereof, by the payment of taxes and rentals and the performance of all other actions, including filing Portable Assessment Credits, which may be necessary in that regard and in order to keep such mineral claims free and clear of all liens and other charges arising from Margaux's activities thereon except those at the time contested in good faith by Margaux. Margaux shall provide proof of compliance with assessment filings and any filing fees or taxes to Wildsky at least 15 days prior to the due date of any such filing or payment requirement. Margaux shall also promptly provide Wildsky with copies of any notices received by it from any Party respecting the Property;

(b) provide Wildsky with fully completed copies of all Notices of Work, statements of exploration and development or other assessment filings that have been, or will be, filed with the applicable mining recorder's offices at least 15 days before such filings are required to be filed to keep such mineral claims forming all or part of the Property in good standing;

(c) promptly provide Wildsky with copies of any notices, orders or other similar documents received by it from time to time from any court, governmental organization or any other third party respecting the Property;

(d) promptly provide Wildsky with copies of all permits, licenses or other similar authorizations obtained from any governmental organization by Margaux from time to time in respect of the Property;

(e) permit the directors, officers, employees and designated consultants of Wildsky, at their own risk and cost, access to the Property and to all technical records and other factual and engineering data relating to the Property which is in the possession or control of Margaux at all reasonable times subject always to Section 13.0, if Wildsky agrees to indemnify Margaux against and to save Margaux harmless from all costs, claims, liabilities and expenses that Margaux may incur or suffer as a result of any injury (including injury causing death) to any director, officer, employee or designated consultant of Wildsky while on the Property;

(f) regulate access to the Property subject only to the right of Wildsky's directors, officers, employees and designated consultants to have access to the Property as hereinbefore provided;

(g) to take all proper and reasonable steps for the protection of rights of surface owners against damage occasioned by operations to be conducted hereunder and pay such damage as may lawfully be determined as resulting from such operations;

(h) to prosecute and defend, but not to initiate without the consent of Wildsky, all litigation or administrative proceedings arising out of the Property;

(i) do all work on the Property in accordance with standard mining industry practice and in accordance with all applicable laws, regulations, orders and ordinances of any governmental authority;

(j) indemnify and save Wildsky harmless in respect of any and all costs, claims, liabilities and expenses arising out of Margaux's activities on the Property and, without limiting the generality of the foregoing will, during the currency of this Agreement, carry not less than $1 million in third party liability insurance in respect of its operations on the Property for the benefit of Margaux and Wildsky as their interests appear; provided that Margaux will incur no obligation thereunder in respect of claims arising or damages suffered after termination of the Option if upon termination of the Option any workings on or improvements to the Property made by Margaux are left in a safe condition; and

10.0 <u>OBLIGATIONS OF WILDSKY DURING OPTION PERIOD</u>

10.1 During the Option Period, Wildsky will:

(a) do any and all acts and things and shall execute any and all documents necessary or as may be required by it in order to maintain the Property in good standing, including but not limited to ensuring mining title is continually secured and all mining licenses and other relevant licenses, permits and regulatory authorizations are obtained, renewed and maintained, as the case may be, so as to not compromise this Agreement or the Property;

(b) at their own cost and expense, file notices of the work completed on the Property in 2018 for assessment purposes and complete any required annual reclamation filing or reporting for 2018;

(c) allow Margaux to use, or transfer to Margaux, if required, the "Portable Assessment Credits" accrued on the Property;

(d) provide all such records and information concerning the Property that Margaux may reasonably request; and

(e) not permit Cassiar Gold from placing any Encumbrance on the Property or issuing any additional Cassiar Shares or Convertible Interests without the express written consent of Margaux.

(f) Wildsky shall faithfully and diligently pursue the resolution of the environmental orders set forth in Schedule "C" hereto at its own cost and expense, and no liability therefor shall become the obligation of Margaux unless the Option has been exercised in full. Wildsky agrees that it shall assist Margaux in raising a minimum of $1 million of third party financing in connection with this Agreement for the purposes of funding the unresolved orders in Schedule "C", if any, which may exist on the date of exercise of the Option.

(g) Wildsky will permit Margaux to nominate such number of board members as would constitute 50% of the board of directors of Cassiar Gold (presently 1 of 2 directors) and will do all such acts and things, including voting all of the Cassiar Shares in favor of such nominee, to ensure that Margaux maintains 50% board representation on Cassiar Gold during the term of this Agreement.

11.0 <u>TERMINATION OF OPTION</u>

11.1 Provided that Margaux is not in default pursuant to the provisions hereof, Margaux shall have the right at any time and from time to time during the Option Period to terminate the Option by providing not less than 30 days' notice to Wildsky.

11.2 Wildsky may terminate this Agreement pursuant to Section 12.1, provided that the requirements of that Section are met.

11.3 If the Option is terminated otherwise than upon the exercise thereof pursuant to Section 5.1, Margaux will:

(a) forfeit all interest of whatsoever nature in any cash payments, Margaux Shares or Expenditures paid, issued or incurred by Margaux to Wildsky prior to the date of such termination, with the exception of tax benefits, credits, write offs and deductions with respect thereto;

(b) pay all contractors and suppliers for work done to the date of termination such that the Property shall be free and clear of all liens, Encumbrances or charges;

(c) leave each of the claims comprising the Property with no less time to expiry remaining thereon than existed on such claim at the date of the Final Exchange Approval. For greater certainty, if, at the date of Final Exchange Approval, a claim had eight (8) months' time remaining to expiry, then Margaux shall take such steps and pay such costs as required so that, at the time of termination, such claim would have at least eight (8) months remaining until expiry;

(d) deliver at no cost to Wildsky within 90 days of such termination copies of all reports, maps, assay results, drill core (at the location of the Property) and other relevant technical data compiled by or in the possession of Margaux with respect to the Property and not theretofore furnished to Wildsky; and

(e) comply with applicable laws and regulations regarding reclamation for activities carried out on the Property by Margaux.

11.4 If Margaux terminates the Option prior to the issuance of Margaux Shares set out in Paragraph 4.2(a)(i) for any reason other than as a result of the Exchange not providing its approval for the Option, Margaux will pay Wildsky, in cash, an amount equal to all of the out-of-pocket costs incurred by Wildsky in furtherance of the transactions contemplated in this Agreement. For greater certainty, such costs include all legal, accounting, audit, TSXV filing costs, and all costs incurred by Wildsky with respect to the calling and holding a meeting of its shareholders to obtain approval of the transactions contemplated herein.

11.5 Provided that Margaux has received Exchange approval for the transactions contemplated in this Agreement and delivers the Margaux Shares contemplated in Section 4.2(a)(i) to Wildsky, if Wildsky fails to receive approval for the transactions contemplated in this Agreement from the shareholders of Wildsky, Wildsky shall pay Margaux, in cash, an amount equal to all of the out-of-pocket costs incurred by Margaux in furtherance of the transactions contemplated in this Agreement. For greater certainty, such costs include all reasonable legal and Exchange filing costs.

11.6 Notwithstanding termination of the Option, Margaux will have the right, within a period of 180 days following the end of the Option Period, to remove from the Property all buildings, plant, equipment, machinery, tools, appliances and supplies which have been brought upon the Property by or on behalf of Margaux, and any such property not removed within such 180-day period will thereafter become the property of Wildsky.

11.7 If Margaux terminates this Agreement as a result of a breach by Wildsky of any of the representations, warranties or covenants contained in Sections 2.1(d) or (h) or 9.1(e), Wildsky will return the Margaux Shares issued to Wildsky to such point to Margaux.

11.8 If Margaux terminates this Agreement, it is understood and acknowledged that it will have no further obligations with respect to Cassiar Gold, the Property or the orders in Schedule "C" hereto, other than as set forth in section 11.3 and 11.4 above, and Wildsky and Cassiar Gold will indemnify and save Margaux and each of its directors, officers, shareholders, representatives, employees, consultants and agents harmless against any claims that may arise against Margaux, Cassiar Gold or Wildsky as a result of any matters that occurred or existed prior to the date of this Agreement.

12.0 DEFAULT AND TERMINATION

12.1 Notwithstanding Section 4.0, if at any time during the Option Period Margaux fails to perform any obligation required to be performed hereunder, other than the stipulated time periods for the issuance of Margaux Shares as provided in Paragraph 4.2(a), or is in breach of a warranty given herein, which failure or breach materially interferes with the implementation of this Agreement, Wildsky may terminate this Agreement but only if:

(a) it first gives to Margaux a notice of default containing particulars of the obligation which Margaux has not performed, or the warranty breached; and

(b) Margaux does not, within 30 days after delivery of such notice of default (other than for a failure to issue Margaux Shares under Section 4.2 hereof, for which the cure period shall be 7 days), cure such default or begin proceedings to cure such default by appropriate payment or performance (Margaux hereby agreeing that should it so begin to cure any default it will prosecute the same to completion without undue delay).

12.2 If Margaux fails to comply with the provisions of Section 12.1(b), Wildsky may thereafter terminate this Agreement, and the provisions of Section 11.3 will then be applicable.

12.3 Margaux may retain for its other mining operations any plant or equipment used on the Property which has been purchased or otherwise provided by Margaux during the term of this Agreement.

13.0 TAILINGS POND NET PROFIT INTEREST

13.1 Each of the Parties hereto acknowledges that the TM#1 tailings pond (the "**Tailings Pond**") located on the Property has the potential to contain economic mineral resources. Should Margaux elect to process the minerals contained in the Tailings Pond, in addition to the provisions of Section 4.2 hereof, Wildsky will be entitled to a profit share agreement (the "**Net Profit Interest**") of 30% of the net profits derived from the sale of mineral from the Tailings Pond after payout of all expenses, and deduction of capital costs and capital depreciation to an aggregate maximum of $500,000. The form of Net Profit Interest agreement is attached hereto as Schedule "B".

14.0 POWER TO CHARGE PROPERTY

14.1 At any time during the Term of this agreement, Margaux may, with the express, written consent of Wildsky, which consent may be withheld for any reason whatsoever, grant mortgages, charges or liens (each a "**mortgage**") of and upon the Property or any portion thereof, any mill or other fixed assets located thereon, and any or all of the tangible personal property located on or used in connection with the Property to secure financing of development of the Property, provided that, unless otherwise agreed to by Wildsky it will be a term of each mortgage that the mortgagee or any person acquiring title to the Property upon enforcement of the mortgage will hold the same subject to the rights of Wildsky hereunder as if the mortgagee or any such person had executed this Agreement as party of the first part.

14.2 During the Term of this agreement Wildsky shall have no right to grant a mortgage, charge or lien against its interest in the Property without the consent of Margaux such consent not to be unreasonably withheld.

15.0 FORCE MAJEURE

15.1 If Margaux is at any time either during the Term of this Agreement or thereafter prevented or delayed in complying with any provisions of this Agreement by reason of aboriginal land claims, extreme weather, blockades, strikes, walk outs, labour shortages, power shortages, fuel shortages, fires, wars, acts of terrorism, acts of God, governmental regulations restricting normal operations, shipping delays or any other reason or reasons beyond the control of Margaux, excluding lack of funds, the time limited for the performance by Margaux of its obligations hereunder (other than for the payment of monies or issuance of securities contemplated in Article 4) will be extended by a period of time equal in length to the period of each such prevention or delay, provided however that nothing herein will discharge Margaux from its obligations under Section 9.1(a).

15.2 Margaux will within 30 days give notice to Wildsky of each event of force majeure under Section 15.1 and upon cessation of such event will furnish Wildsky with notice to that effect together with particulars of the number of days by which the obligations of Margaux hereunder have been extended by virtue of such event of force majeure and all preceding events of force majeure.

16.0 CONFIDENTIAL INFORMATION

16.1 Confidentiality

Except as otherwise provided in this Agreement, each Party agrees that without the prior written consent of the other Party, it will treat as confidential and prevent disclosure to any third parties of any geological, geophysical or other factual and technical information and data relating to the Property or activities related to the Property. This obligation shall be a continuing obligation of each Party throughout the term of this Agreement and for a period of two years following termination of this Agreement. Except as expressly provided herein, each of the Parties shall be entitled to all information respecting the Property or activities related to the Property, including copies of all maps, data and reports which can be reproduced and which have not previously been furnished to the Party.

16.2 Public Announcements

No Party shall make any announcement, press release or public statement relating in any manner to this Agreement, the Property or activities related to the Property without first furnishing the proposed text thereof to the other Party and obtaining the other Party's prior approval in writing, at least two business days prior to the proposed date of such disclosure, which approval shall not be unreasonably withheld or delayed. Whenever practicable and appropriate, the Parties hereby agree that any announcements, press releases or public statements shall be issued jointly by the Parties.

16.3 Exceptions

16.4 The approval required by Sections 16.1 and 16.2 shall not apply to a disclosure:

(a) to an affiliate, consultant, contractor, or subcontractor that has a bona fide need to be informed;

(b) reasonably required by a third party or parties in connection with negotiations for a permitted transfer of an interest under this Agreement, an interest in the Property, or for a transfer of the Royalty, or the acquisition of an equity or other interest in a party to such third party or parties;

(c) to a governmental agency or to the public which the disclosing Party believes in good faith is required by pertinent law or regulation or the rules or policies of any stock exchange or securities regulatory authority to which the disclosing Party is subject;

(d) reasonably required by a Party in the prosecution or defense of a lawsuit or other proceeding;

(e) as reasonably required by a financial institution or other similar entity in connection with any financing being undertaken by a Party hereto for purposes of this Agreement;

(f) information which is or becomes part of the public domain other than through a breach of this Agreement;

(g) information already in the possession of a Party or its affiliate prior to receipt thereof from any other Party or its affiliates or development of such information under this Agreement;

(h) information lawfully received by a Party or an affiliate from a third party not under an obligation of secrecy to the other Party; or

(i) following termination of this Agreement, confidential information reasonably required by a third party or parties in connection with negotiating for a transfer of an interest in the Property.

16.4.2 In any case to which this Section 16.3 is applicable, the disclosing Party shall provide the proposed text to the other Party prior to making such disclosure. As to any disclosure pursuant to Section (a), (b) or (e) only such confidential information as such third party shall have a legitimate business need to know shall be disclosed and such third party shall first agree in writing to protect the confidential information from further disclosure to the same extent as the Parties are obligated under this Section 16.0.

16.5 Provision of Information

16.5.1 Wildsky and Cassiar Gold will cooperate in providing any and all financial or other information as may be required by Margaux in complying with its disclosure requirements under applicable securities laws in connection with the execution of this Agreement and/or the exercise of the Option, including, without limitation, any information required to be included in a business acquisition report or information circular relating to this Agreement or the exercise of the Option, and at the time of provision of such information, it shall be true and correct in all material terms and shall have been prepared in accordance with applicable securities laws.

16.6 Privacy Legislation

16.6.1 Each Party to this Agreement acknowledges and consents to the fact that the other Party is collecting the personal information (as that term is defined under applicable privacy legislation, including the *Personal Information and Protections and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect in Canada from time to time) of the other Party for the purposes of completing this Agreement. Each Party acknowledges and consents to the other Party retaining such personal information for as long as permitted or required by law or business practice. Each Party further acknowledges and consents to the fact that the other Party may be required by applicable securities legislation or the rules and policies of any stock exchange to provide regulatory authorities with any personal information provided by the other Party in this Agreement.

17.0 ARBITRATION

17.1 Any dispute, controversy, or claim arising under or in connection with this Agreement, other than a dispute, controversy or claim in connection with Section 4.2, that cannot be resolved within 30 days of attempted negotiations between the Parties will be submitted to arbitration pursuant to the terms hereof.

17.2 It will be a condition precedent to the right of any Party to submit any matter to arbitration pursuant to the provisions hereof, that any Party intending to refer any matter to arbitration will have given not less than 30 days' prior written notice of its intention to do so to the other Party together with particulars of the matter in dispute.

17.3 On the expiration of such 30 days, the Party who gave such notice may proceed to refer the dispute to arbitration as provided in Section 17.4.

17.4 The Party desiring arbitration will appoint one arbitrator, and will notify the other Party of such appointment, and the other Party will, within 30 days after receiving such notice, appoint an arbitrator, and the two arbitrators so named, before proceeding to act, will, within 30 days of the appointment of the last appointed arbitrator, unanimously agree on the appointment of a third arbitrator to act with them and be chairman of the arbitration herein provided for.

17.5 If the other Party will fail to appoint an arbitrator within 30 days after receiving notice of the appointment of the first arbitrator, and if the two arbitrators appointed by the Parties fail to agree on the appointment of the chairman, the chairman will be appointed under the provision of the *Commercial Arbitration Act* (British Columbia).

17.6 Except as specifically otherwise provided in Section 17.4 the arbitration herein provided for will be conducted in accordance with such Act.

17.7 The chairman, or in the case where only one arbitrator is appointed, the single 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 Section.

17.8 After hearing any evidence and representations that the Parties may submit, the single arbitrator, or the arbitrators, as the case may be, will make an award and reduce the same to writing, and deliver one copy thereof to each of the Parties.

17.9 The expense of the arbitration will be paid as specified in the award.

17.10 The Parties may agree that the award of a majority of the arbitrators, or in the case of a single arbitrator, of such arbitrator, will be final and binding upon each of them.

18.0 NOTICES

18.1 Each notice, demand or other communication required or permitted to be given under this Agreement will be in writing and will be sent by prepaid registered mail deposited in a post office in Canada addressed to the Party entitled to receive the same, or delivered to such Party, at the address for such Party specified or by facsimile, in each case addressed as applicable as follows:

(a) If to Margaux at:

Margaux Resources Ltd.
c/o #1500, 850 – 2nd Street SW
Calgary, AB T2P 0R8

Attention: Tyler Rice
Email: tyler@margauxresources.com

with a copy to (for information purposes only):

Dentons Canada LLP
15th Floor, Bankers Court
850 – 2nd Street SW
Calgary, AB T2P 0R8

Attention: Grant MacKenzie
Email: grant.mackenzie@dentons.com

(b) If to Wildsky at:

WildSky Resources Inc.
Suite 890, 580 Hornby Street
Vancouver, BC V6C 3B6

Attention: Wenhong Jin
Email: jcz3298@gmail.com
with a copy to (for information purposes only):

Steve Veitch Law Corporation
Suite 405-1328 West Pender St.
Vancouver, BC, V6E 4T1

Attention: Steve Veitch

Email: sv-lc@shaw.ca

or to such other address as is specified by the particular Party by notice to the others.

18.2 The date of receipt of such notice, demand or other communication will be the date of delivery thereof if delivered or the date of sending it by facsimile, or, if given by registered mail as aforesaid, will be deemed conclusively to be the third day after the same will have been so mailed except in the case of interruption of postal services for any reason whatever, in which case the date of receipt will be the date on which the notice, demand or other communication is actually received by the addressee.

18.3 Either Party may at any time and from time to time notify the other Party in writing of a change of address and the new address to which notice will be given to it thereafter until further change.

19.0 REGULATORY APPROVAL

19.1 This Agreement is subject to regulatory approval by the Exchange, such approval to be obtained on or before that date that is 180 days subsequent to the date of this Agreement. In the event such approval is not obtained by that date the Parties may mutually agree to extend the time for approval for an additional 60 days. If approval is not obtained this Agreement will be of no further effect subject only to the confidentiality provisions contained herein. Wildsky acknowledges that it is expected the Exchange will require directors, officers and other insiders of Wildsky to provide it with personal information (including Exchange Personal Information Forms) relating to such individuals, and personal information forms as a greater than 20% holder of the Margaux Shares of Margaux and that failure to provide such personal information may result in the Exchange refusing to accept this Agreement for filing. Wildsky covenants with Margaux to comply with all reasonable requests for such personal information from the Exchange.

20.0 GENERAL

20.1 This Agreement will supersede and replace any other agreement or arrangement, whether oral or written, heretofore existing between the Parties in respect of the subject matter of this Agreement.

20.2 No consent or waiver expressed or implied by either Party in respect of any breach or default by the other in the performance of such other of its obligations hereunder will be deemed or construed to be a consent to or a waiver of any other breach or default.

20.3 The Parties will promptly execute or cause to be executed all documents, deeds, conveyances and other instruments of further assurance which may be reasonably necessary or advisable to carry out fully the intent of this Agreement or to record wherever appropriate the respective interests from time to time of the Parties in the Property.

20.4 This Agreement and any other writing delivered pursuant hereto may be executed in any number of counterparts with the same effect as if all Parties to this Agreement or such other writing had signed the same document and all counterparts will be construed together and will constitute one and the same instrument.

20.5 This Agreement will be governed and construed according to the laws of the Province of British Columbia and the laws of Canada applicable therein and the Parties hereby attorn to the exclusive jurisdiction of the Courts of British Columbia in respect of all matters arising hereunder. This Section will not be construed to affect the rights of a Party to enforce a judgment or award outside of British Columbia including the right to record or enforce a judgment or award in the jurisdiction in which any of the Property, the subject hereof, is situated.

20.6 This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF the Parties have executed this Agreement by their duly authorized officers in that behalf.

MARGAUX RESOURCES LTD.

Per: ______________________________
Authorized Signatory

WILDSKY RESOURCES INC.

Per: ______________________________
Authorized Signatory

Schedule A (as applicable) - Claims

SCHEDULE A

This is Schedule A to that Agreement dated [___] between Margaux Resources Ltd. and Wildsky Resources Inc.

Schedule A (as applicable) - Claims

Title Number	Claim Name	Title Type	Issue Date	Good To Date	Status	Area (ha)	NSR
Mineral							
221632	SUN	Mineral	1975/JUL/11	2019/MAR/31	PROTECTED	200.0	
221633	UP	Mineral	1975/JUL/11	2019/MAR/31	PROTECTED	125.0	
221785	HANNA 9	Mineral	1978/SEP/19	2019/MAR/31	PROTECTED	225.0	
221900	PORTAL 2	Mineral	1979/OCT/09	2019/MAR/31	PROTECTED	225.0	
221901	PORTAL 1	Mineral	1979/OCT/09	2019/MAR/31	PROTECTED	375.0	
222080	MM 1 FR.	Mineral	1980/NOV/28	2019/MAR/31	PROTECTED	25.0	
*226142	MACK #1	Mineral	1934/OCT/02	2019/MAR/31	PROTECTED	25.0	2.50%
*226143	MACK #2	Mineral	1934/OCT/02	2019/MAR/31	PROTECTED	25.0	2.50%
*226144	MACK #3	Mineral	1934/OCT/02	2019/MAR/31	PROTECTED	25.0	2.50%
*226145	MACK #4	Mineral	1934/OCT/02	2019/MAR/31	PROTECTED	25.0	2.50%
*226146	HOPEFULL #1	Mineral	1934/OCT/02	2019/MAR/31	PROTECTED	25.0	2.50%
*226147	HOPEFULL #2	Mineral	1934/OCT/02	2019/MAR/31	PROTECTED	25.0	2.50%
*226148	HOPEFULL #3	Mineral	1934/OCT/02	2019/MAR/31	PROTECTED	25.0	2.50%
*226149	HOPEFULL #4	Mineral	1934/OCT/02	2019/MAR/31	PROTECTED	25.0	2.50%
*226150	HILLSIDE	Mineral	1936/NOV/02	2019/MAR/31	PROTECTED	25.0	2.50%
*226151	HIGHGRADE	Mineral	1936/NOV/02	2019/MAR/31	PROTECTED	25.0	2.50%
226156	RED HILL NO.5	Mineral	1953/AUG/24	2019/MAR/31	PROTECTED	25.0	
226157	RED HILL NO.6	Mineral	1953/AUG/24	2019/MAR/31	PROTECTED	25.0	
226193	JENNIE EXTENSION #4	Mineral	1956/OCT/15	2019/MAR/31	PROTECTED	25.0	
226194	JENNIE EXTENSION #1	Mineral	1956/SEP/18	2019/MAR/31	PROTECTED	25.0	
226195	JENNIE EXTENSION #2	Mineral	1956/SEP/18	2019/MAR/31	PROTECTED	25.0	
226196	JENNIE EXTENSION #3	Mineral	1956/SEP/18	2019/MAR/31	PROTECTED	25.0	
226207	THRUSH	Mineral	1958/SEP/11	2019/MAR/31	PROTECTED	25.0	
226208	COPCO #1	Mineral	1959/SEP/29	2019/MAR/31	PROTECTED	25.0	
226209	COPCO #2	Mineral	1959/SEP/29	2019/MAR/31	PROTECTED	25.0	
226210	COPCO #3	Mineral	1959/SEP/29	2019/MAR/31	PROTECTED	25.0	
226211	COPCO #4	Mineral	1959/SEP/29	2019/MAR/31	PROTECTED	25.0	
226212	COPCO #5	Mineral	1959/SEP/29	2019/MAR/31	PROTECTED	25.0	
226213	COPCO #6	Mineral	1959/SEP/29	2019/MAR/31	PROTECTED	25.0	
227201	ROY 1	Mineral	1971/SEP/14	2019/MAR/31	PROTECTED	25.0	
227202	ROY 2	Mineral	1971/SEP/14	2019/MAR/31	PROTECTED	25.0	
227203	ROY 3	Mineral	1971/SEP/14	2019/MAR/31	PROTECTED	25.0	
227204	ROY 4	Mineral	1971/SEP/14	2019/MAR/31	PROTECTED	25.0	
227536	TOD #7	Mineral	1971/OCT/20	2019/MAR/31	PROTECTED	25.0	
227537	TOD #8	Mineral	1971/OCT/20	2019/MAR/31	PROTECTED	25.0	
227694	ATLAS #1	Mineral	1973/MAR/21	2019/MAR/31	PROTECTED	25.0	

227695	ATLAS #2	Mineral	1973/MAR/21	2019/MAR/31	PROTECTED	25.0	
227696	ATLAS #3	Mineral	1973/MAR/21	2019/MAR/31	PROTECTED	25.0	
227697	ATLAS #4	Mineral	1973/MAR/21	2019/MAR/31	PROTECTED	25.0	
227698	ATLAS #5	Mineral	1973/MAR/21	2019/MAR/31	PROTECTED	25.0	
227699	ATLAS #6	Mineral	1973/MAR/21	2019/MAR/31	PROTECTED	25.0	
227700	ATLAS #7	Mineral	1973/MAR/21	2019/MAR/31	PROTECTED	25.0	
227701	ATLAS #8	Mineral	1973/MAR/21	2019/MAR/31	PROTECTED	25.0	
227702	ATLAS #9	Mineral	1973/MAR/21	2019/MAR/31	PROTECTED	25.0	
227703	ATLAS #10	Mineral	1973/MAR/21	2019/MAR/31	PROTECTED	25.0	
227704	ATLAS #11	Mineral	1973/MAR/21	2019/MAR/31	PROTECTED	25.0	
227705	ATLAS #12 FRACTIONAL	Mineral	1973/MAR/21	2019/MAR/31	PROTECTED	25.0	
227708	DOR #1	Mineral	1973/APR/13	2019/MAR/31	PROTECTED	25.0	
332630	TOR 2	Mineral	1994/NOV/03	2019/MAR/31	PROTECTED	450.0	
387811	WILDCAT 2	Mineral	2001/JUN/21	2019/MAR/31	PROTECTED	25.0	
392766	WILDCAT 1	Mineral	2002/APR/14	2019/MAR/31	PROTECTED	25.0	
394659	WING GOLD 1	Mineral	2002/JUN/28	2019/MAR/31	PROTECTED	25.0	
394660	WING GOLD 2	Mineral	2002/JUN/28	2019/MAR/31	PROTECTED	25.0	
394661	WING GOLD 3	Mineral	2002/JUN/28	2019/MAR/31	PROTECTED	25.0	
395270	FIREWEED	Mineral	2002/JUL/25	2019/MAR/31	PROTECTED	25.0	
501587	Darcy	Mineral	2005/JAN/12	2019/MAR/31	PROTECTED	99.186	
510750		Mineral	2005/APR/14	2021/MAR/31	GOOD	1009.488	
510751		Mineral	2005/APR/14	2021/MAR/31	GOOD	132.307	
510766		Mineral	2005/APR/14	2019/MAR/31	PROTECTED	744.168	
510768	OLE' 1-9	Mineral	2005/APR/14	2021/MAR/31	GOOD	148.809	
511229		Mineral	2005/APR/20	2019/MAR/31	PROTECTED	496.455	
511346		Mineral	2005/APR/21	2019/MAR/31	PROTECTED	430.592	
511352	REDER 1-10	Mineral	2005/APR/21	2019/MAR/31	PROTECTED	165.554	
511359		Mineral	2005/APR/21	2019/MAR/31	PROTECTED	777.5	
511365		Mineral	2005/APR/21	2019/MAR/31	PROTECTED	1407.703	
511368	GRAB 1-2	Mineral	2005/APR/21	2019/MAR/31	PROTECTED	33.099	
511371		Mineral	2005/APR/21	2020/MAR/31	GOOD	265.058	
511380		Mineral	2005/APR/21	2019/MAR/31	PROTECTED	1226.938	
511385		Mineral	2005/APR/21	2020/MAR/31	GOOD	1243.581	
511387	TRACKER 1-20	Mineral	2005/APR/21	2019/MAR/31	PROTECTED	364.825	
511394	EASTER 1-25	Mineral	2005/APR/21	2020/MAR/31	GOOD	414.343	
514057		Mineral	2005/JUN/07	2019/MAR/31	PROTECTED	995.131	
514088		Mineral	2005/JUN/07	2020/MAR/31	GOOD	912.74	
514497		Mineral	2005/JUN/14	2020/MAR/31	GOOD	911.936	
514508		Mineral	2005/JUN/14	2021/MAR/31	GOOD	149.144	
514509		Mineral	2005/JUN/14	2021/MAR/31	GOOD	49.721	
514943		Mineral	2005/JUN/21	2021/MAR/31	GOOD	381.104	
517020	NC3	Mineral	2005/JUL/12	2021/MAR/31	GOOD	16.54	
517048	AUREX	Mineral	2005/JUL/12	2021/MAR/31	GOOD	33.084	
517063	ARGOLD	Mineral	2005/JUL/12	2019/MAR/31	PROTECTED	33.099	
517075	OLEW	Mineral	2005/JUL/12	2021/MAR/31	GOOD	16.536	
517092	OLEE	Mineral	2005/JUL/12	2021/MAR/31	GOOD	99.218	
517109	WATT	Mineral	2005/JUL/12	2019/MAR/31	PROTECTED	33.119	

517124	AMP	Mineral	2005/JUL/12	2019/MAR/31	PROTECTED	33.111	
533464	JENNIE VEIN	Mineral	2006/MAY/03	2021/MAR/31	GOOD	99.416	
558610		Mineral	2007/MAY/12	2021/MAR/31	GOOD	82.8598	
559394	RAM AG - CU PROSPECT	Mineral	2007/MAY/28	2019/MAR/31	PROTECTED	66.2162	
562964	BOZO 3	Mineral	2007/JUL/14	2021/MAR/31	GOOD	115.7772	
564560		Mineral	2007/AUG/14	2021/MAR/31	GOOD	115.7408	
564713		Mineral	2007/AUG/17	2021/MAR/31	GOOD	132.7475	
564714		Mineral	2007/AUG/17	2021/MAR/31	GOOD	199.0625	
564715		Mineral	2007/AUG/17	2021/MAR/31	GOOD	199.0865	
566738		Mineral	2007/SEP/26	2019/MAR/31	PROTECTED	248.2472	
566801		Mineral	2007/SEP/27	2019/MAR/31	PROTECTED	49.6392	
567733		Mineral	2007/OCT/10	2019/MAR/31	PROTECTED	149.3488	
567756	NOME	Mineral	2007/OCT/10	2019/MAR/31	PROTECTED	82.9891	
570687	BOZO 4	Mineral	2007/NOV/25	2021/MAR/31	GOOD	132.3011	
571356	NOME	Mineral	2007/DEC/06	2021/MAR/31	GOOD	16.5983	
571357	FOX CASSIAR	Mineral	2007/DEC/06	2019/MAR/31	PROTECTED	16.5611	
571358	DALZIEL	Mineral	2007/DEC/06	2021/MAR/31	GOOD	16.5557	
575558	BOZO	Mineral	2008/FEB/07	2021/MAR/31	GOOD	33.0783	
575974	M2	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	280.8386	
575975	M1	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	347.0967	
575976	S1	Mineral	2008/FEB/12	2020/MAR/31	GOOD	381.1148	
575977	M4	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	413.2031	
575978	S2	Mineral	2008/FEB/12	2020/MAR/31	GOOD	364.7736	
575979	P1	Mineral	2008/FEB/12	2020/MAR/31	GOOD	414.9095	
575980	S3	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	398.1331	
575981	M3	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	412.9447	
575982	S4	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	398.3142	
575983	P2	Mineral	2008/FEB/12	2020/MAR/31	GOOD	398.3112	
575984	S5	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	415.1445	
575985	P3	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	331.9532	
575986	S6	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	415.3952	
575987	P4	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	398.33	
575988	M5	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	413.0552	
575989	S7	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	415.3919	
575990	S8	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	415.1376	
575991	P5	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	415.1509	
575992	M6	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	380.21	
575993	S9	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	398.3148	
575994	P7	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	415.1513	
575995	S10	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	398.1265	
575996	P8	Mineral	2008/FEB/12	2020/MAR/31	GOOD	415.1569	
575997	M7	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	413.211	
575998	S11	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	364.7493	
575999	P8	Mineral	2008/FEB/12	2020/MAR/31	GOOD	415.1578	
576000	S12	Mineral	2008/FEB/12	2020/MAR/31	GOOD	347.953	
576001	P9	Mineral	2008/FEB/12	2020/MAR/31	GOOD	381.9536	
576002	M8	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	396.9289	

576003	S13	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	397.7345	
576004	P10	Mineral	2008/FEB/12	2020/MAR/31	GOOD	398.5561	
576005	S14	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	380.9776	
576006	M9	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	413.4206	
576007	P11	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	365.0934	
576008	S16	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	397.5405	
576009	M10	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	413.6997	
576010	P12	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	398.4546	
576011	S17	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	397.9387	
576012	P13	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	398.7449	
576013	M11	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	413.6936	
576014	S18	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	398.1254	
576015	S19	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	398.3171	
576016	M12	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	413.9409	
576017	P15	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	415.4111	
576018	S20	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	415.1413	
576019	M13	Mineral	2008/FEB/12	2020/MAR/31	GOOD	397.3867	
576020	S21	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	415.3957	
576021	P13	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	398.5996	
576022	S23	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	415.1444	
576023	M14	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	413.6943	
576024	P15	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	415.4084	
576025	S24	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	415.4068	
576026	P16	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	415.4074	
576027	S25	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	415.1493	
576028	P18	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	415.4064	
576029	S24	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	415.4012	
576030	M15	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	413.6775	
576031	P19	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	415.3999	
576032	S26	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	398.3215	
576033	P20	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	415.3992	
576034	M16	Mineral	2008/FEB/12	2020/MAR/31	GOOD	397.3624	
576035	S16	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	397.7355	
576036	S27	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	398.1231	
576037	S28	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	397.9294	
576038	S29	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	397.7354	
576039	S30	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	397.9324	
576040	S31	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	398.1264	
576041	S32	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	398.3328	
576042	S33	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	398.1383	
576043	S34	Mineral	2008/FEB/12	2019/MAR/31	PROTECTED	398.5267	
576195	HG1	Mineral	2008/FEB/14	2019/MAR/31	PROTECTED	412.8007	
576196	HG1	Mineral	2008/FEB/14	2019/MAR/31	PROTECTED	396.2679	
576197	HG3	Mineral	2008/FEB/14	2019/MAR/31	PROTECTED	396.17	
576198	HG4	Mineral	2008/FEB/14	2019/MAR/31	PROTECTED	247.4693	
576199	HG5	Mineral	2008/FEB/14	2019/MAR/31	PROTECTED	379.5399	
576200	HG6	Mineral	2008/FEB/14	2019/MAR/31	PROTECTED	330.0027	

576201	HG7	Mineral	2008/FEB/14	2019/MAR/31	PROTECTED	412.8232	
576202	HG8	Mineral	2008/FEB/14	2019/MAR/31	PROTECTED	412.8365	
576203	HG9	Mineral	2008/FEB/14	2019/MAR/31	PROTECTED	412.8408	
576204	HG10	Mineral	2008/FEB/14	2019/MAR/31	PROTECTED	412.7412	
576205	HG11	Mineral	2008/FEB/14	2019/MAR/31	PROTECTED	396.0737	
576207	HG12	Mineral	2008/FEB/14	2019/MAR/31	PROTECTED	412.6478	
576208	HG12	Mineral	2008/FEB/14	2019/MAR/31	PROTECTED	396.0278	
576209	HG13	Mineral	2008/FEB/14	2019/MAR/31	PROTECTED	412.4858	
576210	HG14	Mineral	2008/FEB/14	2019/MAR/31	PROTECTED	362.976	
576211	HG15	Mineral	2008/FEB/14	2019/MAR/31	PROTECTED	263.9588	
576212	HG16	Mineral	2008/FEB/14	2019/MAR/31	PROTECTED	214.9255	
576213	HG17	Mineral	2008/FEB/14	2019/MAR/31	PROTECTED	363.7353	
576214	HG19	Mineral	2008/FEB/14	2019/MAR/31	PROTECTED	380.3467	
576215	HG20	Mineral	2008/FEB/14	2019/MAR/31	PROTECTED	396.9659	
576216	HG21	Mineral	2008/FEB/14	2019/MAR/31	PROTECTED	413.8747	
576217	HG22	Mineral	2008/FEB/14	2019/MAR/31	PROTECTED	413.5795	
576218	HG23	Mineral	2008/FEB/14	2019/MAR/31	PROTECTED	397.0821	
576219	HG24	Mineral	2008/FEB/14	2019/MAR/31	PROTECTED	397.2898	
576220	HG25	Mineral	2008/FEB/14	2019/MAR/31	PROTECTED	215.1587	
581533		Mineral	2008/APR/17	2019/MAR/31	PROTECTED	148.7214	
590125	HUNTER SW	Mineral	2008/AUG/18	2019/MAR/31	PROTECTED	414.8071	
591724	HI1	Mineral	2008/SEP/22	2019/MAR/31	PROTECTED	132.1196	
591727	HI2	Mineral	2008/SEP/22	2019/MAR/31	PROTECTED	247.7842	
591728	HI3	Mineral	2008/SEP/22	2019/MAR/31	PROTECTED	65.9959	
599400	HG1	Mineral	2009/FEB/15	2019/MAR/31	PROTECTED	346.9441	
599401	HG2	Mineral	2009/FEB/15	2019/MAR/31	PROTECTED	165.2309	
606908		Mineral	2009/JUL/02	2019/MAR/31	PROTECTED	380.1437	
619565	TAURUS NE	Mineral	2009/AUG/16	2019/MAR/31	PROTECTED	264.4019	
620106		Mineral	2009/AUG/17	2019/MAR/31	PROTECTED	264.0488	
620126	TAURUS TINY	Mineral	2009/AUG/17	2019/MAR/31	PROTECTED	66.1087	
704024		Mineral	2010/JAN/22	2019/MAR/31	PROTECTED	396.5801	
1017937	CASSIAR	Mineral	2013/MAR/20	2019/MAR/31	PROTECTED	66.3279	
1059989	514939	Mineral	2005/JUN/21	2021/MAR/31	GOOD	430.6757	
1059990	514939ML	Mineral	2005/JUN/21	2021/MAR/31	GOOD	66.2457	
1059991	514937	Mineral	2005/JUN/21	2019/MAR/31	PROTECTED	380.7422	
1059992	514937ML	Mineral	2005/JUN/21	2019/MAR/31	PROTECTED	66.2208	
1059993	514944	Mineral	2005/JUN/21	2021/MAR/31	GOOD	513.4566	
1059995	514944MLNo1	Mineral	2005/JUN/21	2021/MAR/31	GOOD	16.5583	
1059997	514944NW	Mineral	2005/JUN/21	2021/MAR/31	GOOD	33.1164	
1059998	514944MLNo2	Mineral	2005/JUN/21	2021/MAR/31	GOOD	16.5562	
1059999	514945	Mineral	2005/JUN/21	2021/MAR/31	GOOD	231.8002	
1060000	514945ML	Mineral	2005/JUN/21	2021/MAR/31	GOOD	33.1168	
1061148	THE WILSON	Mineral	2018/JUN/13	2019/JUN/13	PROTECTED	611.6007	
1066682	CGC101	Mineral	2019/FEB/20	2020/FEB/20	GOOD	66.31	
1066691	CGC201	Mineral	2019/FEB/20	2020/FEB/20	GOOD	232.0128	
10 Claims With * Carried 2.5% NSR to Sable Resources Ltd.							

Placer							
617143	SABLE SITE PLACER	**Placer**	2009/AUG/10	2022/MAR/31	GOOD	99.2692	
575519	HOPE 1 & 2	**Placer**	2008/FEB/07	2022/MAR/31	GOOD	33.0872	

Crown Grants

Table 4-2, Cassiar Gold Property Crown Granted Mineral Tenure		
Tenure Number	**Claim Name**	**Area (Ha)**
2875	FG 1	14.55
2876	FG 2	18.39
2988	WILDCAT 1-2, TED FRACTION	51.84
2989	JENNIE EXTENSION NO.3	13.70
2990	JENNIE EXTENSION NO.4	20.75
2991	SUN	113.96
6527	No 1 Claim of Hurricane GP MC	18.70
6528	No 2 Claim of Hurricane GP MC	20.95
6529	No 3 Claim of Hurricane GP MC	20.92
6530	No 4 Claim of Hurricane GP MC	18.72
6531	Red Hill No 1 MC	20.97
6532	Red Hill No 2 MC	20.73
6533	Red Hill No 3 MC	20.90
6536	Red Hill No 4 MC	20.53
6537	West Fraction MC	14.46
6538	East Fraction MC	8.40
6539	Adit No 2 MC	20.95
6540	Adit No 1 MC	14.95

March 25th, 2019

SCHEDULE B

This is Schedule B to that Agreement dated [ ] between Margaux Resources Ltd. and Wildsky Resources Inc.

Net Profit Interest

Parties:

Holder: means Wildsky Resources Inc., the party who holds the Net Profits Interest

Owner: means Margaux Resources Ltd., the party that owns the Property

The Net Profit Interest is limited to the TM-TSF#1 tailings pond and shall be calculated as follows:

(a) The Owner shall establish a Royalty Account to which it shall debit:

(i) Preproduction Expenditures;

(ii) Working Capital;

(iii) Operating Losses;

(iv) Post Production Capital Expenditures;

(v) Interest Charges; and

(vi) Reserve Charges.

(b) The Owner shall apply Net Profits first to reduce the amounts debited to the Royalty Account. While there is any debit balance in the Royalty Account, the Owner shall retain all Net Profits. Whenever the Royalty Account shows no debits, Net Profits in an amount equal to the credit balance in the Royalty Account shall be distributed 30% to the Holder, and 70% to the Owner.

(c) The Owner shall debit or credit amounts to the Royalty Account, whichever is applicable, on a monthly basis and distribution of Net Profits, if any, shall be made on an interim basis within thirty days from the receipt of cash provided that the Royalty Account is positive, and then any payments from the Royalty Account shall be made on a pro rata basis based on the amount of cash received. A final settlement of the distribution of Net Profits shall be made within 60 days of receipt of the closure permit from the applicable regulatory body.

(d) Notwithstanding the foregoing, as contemplated in Section 13.1, the Owner shall be paid on a priority basis from Net Profits up to the first $500,000 of capital expenditures incurred, and such amount of capital expenditures shall be excluded from depreciation. For greater certainty, the purpose here is to reimburse the Owner for an amount of capital expenditures prior to a sharing of Net Profits and such amount will subsequently be excluded from inclusion in the Net Profits calculation.

1.0 For the purposes of calculating the Net Profit Interest, the following words, phrases and expressions shall have the following meanings:

(a) Royalty Account: The Royalty Account is the account to be established by the Owner for purposes of calculating the amount of Net Profit Interest payable to the Holder.

(b) Preproduction Expenditures: Preproduction Expenditures mean all money provided and spent by the Owner on the Property prior to the commencement of the sale of minerals from the Tailings Pond (the "**Commercial Production**"). Without limiting the generality of the foregoing statement Preproduction Expenditures shall include all money provided and spent by the Owner exploring, permitting, developing and equipping the Property for production; maintaining the Property in good standing; constructing all facilities necessary to commence Commercial Production on the Property; constructing or acquiring infrastructure or facilities off of the Property but required for Commercial Production; and on making any other expenditures related to the achievement of Commercial Production. The Owner shall be entitled to include as a Preproduction Expenditure a charge for management and administration which shall be an amount equal to 5% of all other expenditures and be computed quarterly and charged to the Royalty Account at the end of each calendar quarter.

(c) Working Capital: Working Capital means all monies spent by the Owner for working capital prior to the date when Commercial Production on the Property generates sufficient revenue to satisfy working capital requirements.

(d) Operating Losses: Operating Losses mean, in any month after the commencement of Commercial Production, the amount by which Operating Costs exceed Revenue.

(e) Operating Costs: Operating Costs mean all costs of Commercial Production categorized as "Operating" costs by generally accepted accounting practice including all taxes, royalties and other levies except for federal and provincial corporate income taxes but not including any charges for depreciation, depletion or amortization. Operating Costs shall also include a reasonable charge for administration and management not to exceed 5% of all other Operation Costs. The determination of whether or not a cost is properly categorized as "Operating" shall be finally made by the Owner's auditors if the parties cannot agree between themselves.

(f) Revenue: Revenue means the amount of money received by the Owner for the sale of products or minerals or any assets, the cost of which has been previously charged to the Royalty Account.

(g) Post Production Capital Expenditures: Post Production Capital Expenditures mean all expenditures made by the Owner after the commencement of a commercial production to acquire or construct assets having a useful life of more than one year or on development or expansion of a mine or other production facilities the cost of which would be charged on a unit of production basis in accordance with generally accepted accounting practice. The categorization of an expenditure as a Post Production Capital Expenditure shall be finally made by the Owner's auditors if the parties cannot otherwise agree.

(h) Interest Charges: Interest Charges mean an amount obtained by applying the Canadian Imperial Bank of Commerce's prime lending rate at the time the calculation is made plus one percent (1%) to the month end debit balance in the Royalty Account. For purposes hereof the monthly prime lending rate shall be the prime rate of interest published or quoted by the Canadian Imperial Bank of Commerce at Vancouver, British Columbia on the bank's last working day in each month. The amount so obtained shall be debited to the Royalty Account at the time of calculation.

(i) Reserve Charges: Reserve Charges mean an amount to be established by estimating the cost of rehabilitation and reclamation which will have to be spent after commercial production has terminated and charging a portion of that cost monthly to the Royalty Account over a reasonable period of time commencing on issuance of production permit.

(j) Net Profits: Net Profits mean, in any month after the commencement of Commercial Production the amount by which Revenue exceeds Operating Costs.

Schedules C, D and E have been redacted.