

Zeal Exploration Inc.

10th Floor - 595 Howe Street
Vancouver, BC, V6C 2T5

May 27, 2022

Musk Metals Corp.

Suite 2905 – 700 West Georgia Street
Vancouver, BC, V7Y 1C6

Attention: Nader Vatanchi

Dear Mr. Vatanchi:

Re: Option Agreement (the “Option Agreement”) between Zeal Exploration Inc. (the “Optionee”), Musk Metals Corp. (the “Optionor”, and together with the Optionee, the “Parties”, and each a “Party”) respecting an option to acquire a 100% interest in the Lawyers East, West and North Properties, as more particularly described in Schedule “A” attached hereto (the “Property”)

WHEREAS

- (A) The Optionor holds a 100% interest in and to the Properties (the “**Property Interest**”) as optionor;
- (B) this Option Agreement will confirm the Parties understanding of the grant of an irrevocable option by the Optionor to the Optionee to earn up to a 100% undivided interest in the Property Interest.

1. REPRESENTATIONS AND WARRANTIES

1.1 The Optionor represents and warrants to the Optionee that:

- (a) it is validly existing and in good standing under the laws of its jurisdiction of incorporation and has the corporate capacity to carry on its business as presently owned and carried on by it;
- (b) it is the beneficial owner of an undivided 100% interest in and to the Property Interest free and clear of all liens, charges and encumbrances and conflicting claims and rights of whatsoever nature and kind;
- (c) it has the full right, title and authority to enter into this Option Agreement and any agreement or instrument referred to or contemplated by this Option Agreement and to perform its obligations hereunder and thereunder and to transfer all of Optionor’s legal and beneficial right, title, interest and ownership in and to the Property Interest;
- (d) the mining claims comprising the Property has been properly located, staked and recorded in compliance with the laws of the jurisdiction in which it is situated, is accurately described in Schedule “A” and is a valid and subsisting mining claim as at the date of this Agreement;
- (e) to the knowledge of the Optionor, as of the date hereof, there are no pending or threatened

adverse claims, challenges actions, suits, disputes or proceedings regarding the Property or Optionor, to the best of Optionor's knowledge is there any basis therefore and there are no outstanding notices, orders, assessments, directions, rulings or other documents issued in respect of the Property by any regulatory authority;

- (f) to the knowledge of the Optionor, there are no outstanding agreements or options to acquire or purchase the Property or any interest in or portion thereof, no person has any proprietary or possessory interest in the Property other than Owner, no person is entitled to any royalty or other payment in the nature of rent or royalty in respect of the Property;
- (g) it is not bankrupt or insolvent, and the Optionor is unaware of any basis for the institution of any proceedings which could lead to the placing of the Optionor in insolvency or bankruptcy, or in any position similar to bankruptcy or insolvency;
- (h) the Optionee shall have the right to enter upon and utilize for the purposes of the exploration of the mineral resources thereunder and the surface of the lands subject to the Property, as long as Optionee complies at their own cost and responsibility with all applicable regulation;
- (i) to the Optionor's knowledge:
 - (i) there are no writs, injunctions, orders or judgments outstanding, nor claims, proceedings or investigations pending or threatened, relating to the use, maintenance or operation of the Property, whether related to environmental matters or otherwise;
 - (ii) the Property and its existing and prior uses comply and have at all times complied with all material applicable federal, state and local laws, regulations, orders or approvals relating to operations on the Property and environmental or similar matters;
 - (iii) All assessment work required to be performed and filed has been performed and filed, all taxes and other payments have been paid and all filings have been made; and
 - (iv) no hazardous or toxic materials, substances, pollutants, contaminants or wastes have been released into the environment, or deposited, discharged, placed or disposed of on the Property, nor has the Property been used at any time by any person as a landfill or waste disposal site, and there are no obligations or commitments for reclamation, closure or other environmental corrective, clean-up or remediation action directly or indirectly relating to the Property; and
- (j) the Optionor has completed all necessary and proper corporate acts and procedures for the Optionor to enter into this Option Agreement and carry out its terms to the full extent, and the consummation of the transactions 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, agreement or other instrument whatsoever to which the Optionor is a party or by which it is bound or to which it or the Property may be subject.

1.2 The Optionee represents and warrants to the Optionor that:

- (a) it is validly existing and in good standing under the laws of its jurisdiction of incorporation and has the corporate capacity to carry on its business as presently owned and carried on by it;

- (b) it has the full right, title and authority to enter into this Option Agreement and any agreement or instrument referred to or contemplated by this Option Agreement and to perform its obligations hereunder and thereunder; and
- (c) it is not bankrupt or insolvent, and the Optionee is unaware of any basis for the institution of any proceedings which could lead to the placing of the Optionee in insolvency or bankruptcy, or in any position similar to bankruptcy or insolvency.

2. OPTION

2.1 The Optionor irrevocably grants to the Optionee the sole and exclusive right and option to acquire a 50% undivided interest in the Property Interest (the “**First Option**”) and a further 50% undivided interest in the Property Interest (the “**Second Option**” and collectively with the First Option, the “**Option**”) that is free and clear of all liens, charges, encumbrances and claims, in accordance with the terms and conditions of this Option Agreement.

2.2 For so long as the Option is outstanding, the Optionee its affiliates, employees, representatives, agents and independent contractors shall have the right:

(a) to access all information in the possession or control of the Optionor relating to the prior operations of the Property, including but not limited to, all geological, geophysical and geochemical data and drill results;

(b) to enter upon the Property and carry out such exploration and development work thereon and thereunder as the Optionee considers advisable, including removing material from the Property for the purpose of testing; and

(c) to bring upon and erect upon the Property such structures, machinery and equipment, facilities and supplies as the Optionee considers advisable.

3. EARN-IN CONDITIONS

3.1 The Optionee may exercise the First Option and earn a 50% undivided interest in the Property by (i) paying to the Optionor CAD\$70,000 in cash and issuing 800,000 common shares in the capital of the Optionee at a deemed price of \$0.05 per share; and (iii) making certain exploration expenditures on the Property, on or before the dates specified below:

DATE FOR COMPLETION	CASH PAYMENT	COMMON SHARES	WORK EXPENDITURES AND OTHER EXPENDITURES
Upon execution of this Option Agreement (non-refundable)	CAD\$20,000	400,000	CAD\$25,000 towards completion of technical report
Within 12 months of execution of this Option Agreement	CAD\$25,000	200,000	Min Work to Maintain Good Standing
Within 24 months of execution of this Option Agreement	CAD\$25,000	200,000	Min Work to Maintain Good Standing

DATE FOR COMPLETION	CASH PAYMENT	COMMON SHARES	WORK EXPENDITURES AND OTHER EXPENDITURES
TOTAL	CAD\$70,000	800,000	

3.2 The Optionee may exercise the Second Option within thirty-six (36) months of the Option Agreement and earn an additional 50% undivided interest in the Property for a total of 100% interest, by paying to the Optionor: (i) CAD\$90,000; (ii) issuing 800,000 common shares in the capital of the Optionee at a deemed price of \$0.05 per share; (iii) and granting a 2% Net Smelter Royalty (the “**Royalty**”) with 1% of the Net Smelter Royalty purchasable for \$1,000,000 by Optionee. The Royalty shall be inclusive of all royalties existing on the date hereof burdening the Property. For greater certainty, the Optionor and Optionee agree that the Optionor will reserve a royalty interest equal to the difference, if any, between (i) the sum of all currently outstanding overriding royalties and (ii) 2% of Net Smelter Returns from minerals produced from the Property. The Royalty shall be proportionately reduced if and to the extent any of the Property burdened by the Royalty covers less than the entire mineral estate in the land covered thereby.

3.3 At any time after the exercise of the First Option the Optionee may elect in writing not to exercise the Second Option. If the Second Option is terminated pursuant to this paragraph 3.3, the Optionee will have no further right under this Option Agreement to acquire any further Property Interest in addition to the 50% Property Interest already acquired, the ownership interests of the Optionee and Optionor in the Property and all Assets shall each be an undivided 50% interest, and a joint venture shall be deemed to be formed (a “**Joint Venture**”). For the purposes of this paragraph 3.3, “**Assets**” means any maps, drill core, samples, assays, geological and other technical reports, studies, designs, plans, geological, geophysical and geochemical data and drill results and financial or other records related to the Property in the possession or under the control of the Optionor or Optionee as of the date hereof, or thereafter acquired by either party, together with exploration tools, supplies and equipment thereafter acquired by the parties, if the costs of any such acquisition are included in expenditures made hereunder.

3.4 Upon the formation of a Joint Venture pursuant to paragraph 3.3, for documentary purposes, the parties shall forthwith negotiate in good faith and execute a form of agreement consistent with the terms set out in this paragraph 3.4 (a “**JVA**”), including:

- a. the initial interests of the parties in the Joint Venture shall be determined by the interest earned under this Option Agreement;
- b. the Property and the Assets shall be held by the operator of the Joint Venture (the “**Operator**”) as bare nominee trustee, in trust pursuant to the JVA, for the Optionor and Optionee as tenants in common in proportion to their respective Property Interest for the time being and from time to time;
- c. the Operator shall be the participant with the largest Property Interest and will remain so unless the Operator’s Property Interest ceases to be the largest or the Operator resigns. In the event that both the Optionee and Optionor have a 50% Property Interest, the Optionee shall be the Operator;
- d. contributions of each party shall be pro rata based upon each parties’ interest in the Joint Venture;
- e. annual programs and budgets will be prepared by the Operator in the Operator’s sole

discretion and submitted to a management committee comprised of two individuals appointed by each party. The members appointed by a party will have between them one vote for each whole percentage point of their appointor's interest. The chair of the management committee will be a member appointed by the Operator and will have a casting vote. Approval of budgets and programs by the management committee will in all cases be by a simple majority of votes cast;

- f. if a party elects not to contribute to exploration expenditures approved under the JVA, such party would be subject to straight line dilution;
- g. if, as a result of dilution, a party's interest is reduced to 10% (the "**Diluted Party**"), such party would no longer have a participating interest in the joint venture but would revert to a 1% net smelter return royalty at the non-Diluted Party's option,

and such other terms and conditions as are customary in JVAs that favour the advancement of Property.

3.5 Should the Properties collectively achieve an estimate of mineral resources (a "**Resource Estimate**") prepared in accordance with National Instrument 43-101 *Standards of Disclosure for Mineral Properties* ("**NI 43-101**") by a Qualified Person (as defined in NI 43-101) in the measured and indicated category with 250,000-1,000,000 ounces of gold (the "**Target Resource Estimate**"), and provided the Optionee has exercised the Second Option, the Optionee will pay to the Optionor \$1.00 CAD per ounce of gold in cash, shares or a combination of cash and shares at the Optionee's election within 180 days of completion of the Resource Estimate up to a maximum aggregate payment \$1,000,000 in cash and/or shares. After the Optionee's exercise of the Second Option, the Optionee and Optionor agree that either party may request a Resource Estimate be performed within 180 days of such request. Subsequent Resource Estimates shall be performed (i) at any time at the option of the Optionee, or (ii) at the request of the Optionor within 180 days of the earlier of the completion of any drill program with at least 20,000 meters of drilling or after three years has elapsed since the previous Resource Estimate, provided exploration work has occurred since the last Resource Estimate and the claims have not been abandoned. The Optionee shall pay for the preparation of the first Resource Estimate and any further Resource Estimates prepared at the Optionee's option pursuant to subsection (i). The Optionor shall reimburse the Optionee for 50% of the cost of any Resource Estimate prepared at the Optionee's request pursuant to subsection (ii). The Optionee and Optionor acknowledge that the Target Resource Estimate may be achieved over multiple years. For greater certainty, any amounts owing to the Optionor pursuant to a subsequent Resource Estimate under this paragraph 3.5 shall be calculated by subtracting the ounces of gold under the prior Resource Estimate or Resources Estimates from the ounces of gold under the subsequent Resource Estimate (i.e. if the prior Resource Estimate was 250,000 ounces of gold and a subsequent Resource Estimate is 300,000 ounces of gold, the amount owing to the Optionor shall be \$50,000).

4. EXERCISE OF OPTION

4.1 Once the Optionee has satisfied the Earn-in Conditions in accordance with paragraph 3.1 and 3.2 with respect to the Property Interest, the Optionee will have exercised the Option and acquired a 100% undivided right, title and interest in and to the Property Interest.

4.2 Promptly following the exercise by the Optionee of the Option with respect to the Property, upon reasonable request, the Optionor will take all necessary actions to transfer and quitclaim its interests in the Property and record in the name of the Optionee a 100% undivided legal and beneficial interest in and to the Property in accordance with applicable laws. The Optionor covenants and agrees to execute such documents as may be necessary to perfect such recording.

4.3 Upon exercise by the Optionee of the Second Option with respect to the Property, the Optionee will become the owner of all information in the possession or control of the Optionor relating to the prior operations of the Property, including but not limited to, all geological, geophysical and geochemical data and drill results.

5. TERMINATION

5.1 The First Option shall terminate:

- (a) at any time, by the Optionee giving thirty (30) days' notice of such termination to the Optionor; or
- (b) upon the failure of the Optionee to satisfy any or all of the Earn-In Conditions as and when required pursuant to paragraph 3.1, if such breach has not been rectified within thirty (30) days of the Optionor giving notice of such default to the Optionee.

5.2 If the Optionee or the Optionor give such notice of termination as set out in section 5.1 of this Agreement, this Agreement shall terminate and all obligations between the Parties will cease to exist. The Optionee will be liable for to deliver the property back in good standing with the BC Government and shall be liable for any environmental or reclamation work required.

6. OPTION ONLY

6.1 This is an option only, and except for the issuance of the 400,000 common shares described in paragraph 3.1 issuable upon execution of this Option Agreement, nothing herein will be construed as obligating the Optionee to do any acts or make any payments hereunder and any acts or payments as are made hereunder will not be construed as obligating the Optionee to do any further act or make any further payment.

7. FURTHER ASSURANCES

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

8. GENERAL

8.1 For the avoidance of doubt, the Parties agree that there is no "area of interest", "exclusion zone" or similar concept established herein, by virtue of which the Parties are impeded or limited from acquiring mining concessions or, in general, obtaining any right or interest (regardless of their nature) over mining concessions or, in general, goods of any kind. Accordingly, it is hereby agreed that any right or good acquired by the Parties, will and shall not be governed by this Option Agreement, unless determined otherwise in a separate agreement by the parties.

8.2 All matters concerning the execution and contents of this Agreement and the Property shall be treated as and kept confidential by the Parties and there shall be no public release of any information concerning this Agreement or the Property, except where such release: (i) is of information that is now or hereafter becomes

publicly available, other than by reason of the disclosing Party's failure to comply with this Agreement; or (ii) is required by law, by a court, by a regulatory authority having jurisdiction, or according to the rules, by-laws, policies, disclosure standards or codes of professional conduct or ethics of any applicable stock exchange, securities regulatory authority having jurisdiction or applicable statutorily recognized professional association, in which event such information so disclosed shall no longer be considered confidential information. Notwithstanding the foregoing, (i) the Optionee is entitled to disclose confidential information (i) to prospective investors or lenders, who shall be required to keep all such confidential information confidential; and (ii) nothing in this Agreement will restrict the Optionee from publicly disclosing information regarding the results of its exploration and development activities or other matters that relate to or affect the Property (whether or not such disclosure is required by law, rule or regulation), provided that the Optionee agrees to inform the Optionor in advance of the content of the announcement or disclosure in sufficient time to permit the Optionor to comment on such disclosure and simultaneously make a similar public announcement or disclosure.

8.3 This Option Agreement will be governed and construed in accordance with the laws of the Province of British Columbia.

8.4 All disputes arising out of or in connection with this Option Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, shall be referred to and finally resolved by arbitration by a single arbitrator under the rules of the British Columbia International Commercial Arbitration Centre ("BCICAC"), in Vancouver, British Columbia. BCICAC will be the appointing authority for the arbitrator. The arbitrator shall have the power to grant equitable relief, including the power to award specific performance of all terms within this Option Agreement, and the power to grant injunctive or declaratory relief. Judgment upon an award rendered by the arbitrator may be entered in any court of competent jurisdiction. Any award issued by the arbitrator is to be final and binding upon the Parties, who hereby waive all right of appeal thereon. The prevailing Party or Parties in any arbitration shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party or Parties.

8.5 This Option Agreement is intended to create binding legal relations among the Parties and will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns as the case may be.

8.6 In the event that any provision of this Option Agreement is held unenforceable or invalid by either an arbitrator or a court of law, this Option Agreement will be read as if such unenforceable or invalid provision were removed.

8.7 The rights and obligations of the Parties created by this Option Agreement are not assignable by any Party without the prior written consent of the other Party, not to be unreasonably withheld.

8.8 This Option Agreement is subject to the Optionee's filing requirements with the Canadian Securities Exchange.

8.9 This Option Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous arrangements, correspondence, representations, proposals, undertakings and communications in respect of the subject matter of this Option Agreement.

8.10 This Agreement may be executed in several parts in the same form and such parts as so executed shall together constitute one original agreement, and such parts, if more than one, shall be read together and construed as if all the signing Parties hereto had executed one copy of this Agreement.

[Remainder of page intentionally left blank.]

The Parties have duly executed and delivered this Option Agreement as of the date first written above.

MUSK METALS CORP.

Per:

"Nader Vatanchi"
Authorized Signatory

ZEAL EXPLORATION INC.

Per:

"Nick Horsley"
Authorized Signatory

**This is Schedule “A” to the Option Agreement
dated May __, 2022 made between
Musk Metals Corp. and Zeal Exploration Inc.**

DESCRIPTION OF THE PROPERTY

Title Number	Claim Name	Owner	Title Type	Title Sub Type	Map Number	Issue Date	Good To Date	Status	Area (ha)
1077329		288133 100%	Mineral	Claim	094E	2020/JUL/17	2023/JUL/17	GOOD	716.23
1077330		288133 100%	Mineral	Claim	094E	2020/JUL/17	2023/JUL/17	GOOD	1415.12
1077332		288133 100%	Mineral	Claim	094E	2020/JUL/17	2023/JUL/17	GOOD	227.07
1077334		288133 100%	Mineral	Claim	094E	2020/JUL/17	2024/JUL/17	GOOD	401.22
1077416	LAWYERS WEST	288133 100%	Mineral	Claim	094E	2020/JUL/21	2024/JUL/21	GOOD	1749.64
1077417	LAWYERS SOUTH	288133 100%	Mineral	Claim	094E	2020/JUL/21	2023/JUL/21	GOOD	1751.13
1077542		147232 100%	Mineral	Claim	094E	2020/JUL/24	2023/JUL/24	GOOD	1454.42
1077543		147232 100%	Mineral	Claim	094E	2020/JUL/24	2023/JUL/24	GOOD	1612.12

Lawyers North, East and West gold and copper claims, Golden Triangle, British Columbia

Situated between TDG Gold Corp’s “Baker” and “Shasta” mines and along strike with the “Kemess” mine Musk Metals' 100-per-cent-owned Lawyers North, East and West claims cover approximately 6,260 hectares located in British Columbia's famous Golden Horseshoe region of the Golden Triangle. The claim groups are contiguous to the southeast and southwest of Benchmark Metals' Lawyers gold and silver project.

Highly prospective mineral claims located in BC’s famous “Golden Horseshoe” region contiguous to the southeast and southwest of Benchmark Metal’s (BNCH – TSX.V) “Lawyers” Gold and Silver project

These claims cover approximately 15,468.8 acres and are on trend with several mines found in the region

further to the southeast that hosts 2.7Moz of gold equivalent

