

DRMS Recd:

2/27/23

LICENSE FOR MINING SITE MAINTENANCE, EXPLORATION, REGULATORY COMPLIANCE, AND TEMPORARY STORAGE OF SITE EQUIPMENT

This license for mining site maintenance, exploration, regulatory compliance, and temporary storage of site equipment ("Agreement" or "License") is made and entered into as of January 1, 2017 ("Effective Date"), by and among Wildcat Mining Corporation, a Nevada corporation ("Licensor"), and Sunrise Mining, LLC, a Colorado Limited Liability Company (the "Licensee")

AGREEMENT

1. Grant of License. Licensor hereby grants to Licensee and persons, consultants, and/or contractors authorized by Licensee (collectively, "Authorized Parties") a non-exclusive license to access the Idaho Mine Property for purposes of site maintenance, exploration, regulatory compliance, and temporary storage of site equipment. The access license shall be over and across the real property owned by Licensor and located in La Plata County, Colorado, more particularly described in **Exhibit A** attached hereto ("Property").
2. Termination. This Agreement and the license granted hereunder shall continue until this agreement is terminated pursuant to this paragraph 2. Licensor may terminate this Agreement at any time on two (2) years written notice to Licensee of such termination. Immediately following any termination of this Agreement, Licensee shall vacate the Property and remove any and all equipment of Licensee or any Authorized Parties that is located on the Property.
3. No Interference. Licensee shall not interfere with Licensor's use of Licensor's Property during the term of this Agreement.
4. No Mechanics' Liens. Except as otherwise provided in this Agreement, nothing contained herein shall authorize Licensee, or any person or entity acting through, with, or on behalf of Licensee, to subject Licensor's Property, or any portion thereof, to mechanics' liens. If any such mechanics' lien shall be filed against Licensor's Property, Licensee shall, at its expense, cause the mechanics' lien to be discharged. In the event that such mechanics' lien is not discharged within twenty (20) days after receipt of written notice of the mechanics' lien, then Licensor may, at its option, and at the reasonable expense of Licensee, enter into, defend, prosecute or pursue any effort or action (whether or not litigation is involved) which Licensor deems reasonably necessary to defend Licensor's Property from and against such mechanics' lien.
5. Damage to Person or Property. Licensor and Licensee agree to indemnify and hold each other harmless from and against any and all liability, damage, cost or expense, including, without limitation, reasonable attorneys' fees, which may be incurred by or asserted against the other party as a result of the negligence or willful misconduct of the indemnifying party and/or any person using the Property by or under such indemnifying party, in performing any work on the Property pursuant to this Agreement or arising out of accidents occurring on any part of Property other than as a result of the negligent act or omission or willful misconduct of the indemnified party or those persons using the Property by or under such indemnified party.

6. Repair and Restoration. Licensee covenants and agrees that it shall promptly repair any damage, injury or destruction to any portion of Property that may be caused by or result from Licensee's use of the Property, and Licensee shall restore the Property to substantially the same condition as existed prior to any such damage, injury or destruction.

7. Acts or Omissions of Others. Licensors, its employees or agents, or any of them, shall not be responsible or liable to Licensee or to Licensee's guests, invitees, agents or any other person or entity for any loss or damage that may be caused by the acts or omissions of other tenants, occupants, their guests or invitees, occupying any other part of the Property or by persons who are trespassers on or in the Property.

8. Successors and Assigns. The terms, covenants, and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of Licensors and the successors and assigns for heirs, legal representatives or assigns of Licensee. If the Property is sold or transferred, voluntarily or involuntarily, Licensors' obligations and liabilities accruing after the transfer shall be the sole responsibility of the new owner.

9. General Provisions.

(a) Severability. Should any of the provisions of this Agreement to any extent be held to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

(b) Entire Agreement. This Agreement embodies the entire understanding and agreement among the parties relative to the matters contained herein, and supersedes all prior negotiations, understandings or agreements in regard thereto, whether written or oral.

(c) Amendment; Revocation. This Agreement may be amended only by written instrument executed by Licensors and Licensee, but shall be revocable in the sole discretion of Licensors.

(d) Survival. All covenants and agreements of Licensee shall survive the termination of this Agreement for a period of one (1) year.

(e) Recordation. This Agreement may be recorded in the real estate records of La Plata County, Colorado.

(f) Further Acts. Upon reasonable request from a party hereto, from time to time, each party shall execute and deliver such additional documents and instruments and take such other actions as may be reasonably necessary to give effect to the intents and purposes of this Agreement.

(g) No Public Dedication. Nothing contained herein shall be deemed to be a grant or dedication of any rights or use to the public in general.

(h) Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument

THIS AGREEMENT is executed as of the date and year first above written.

LICENSOR:

Wildcat Mining Corporation, a Nevada corporation

By: *George M.L. Robinson* President

Name/Title: George M.L. Robinson, President

STATE OF Colorado)

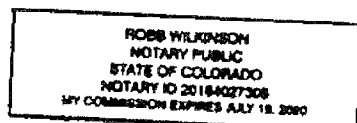
) ss.

COUNTY OF Jefferson)

The foregoing was acknowledged before me this 11th day of January, 2016, by George Robinson, as President of Wildcat Mining Corporation

Witness my hand and official seal.

My commission expires: July 19th, 2020



Robb Wilkinson
Notary Public

LICENSEE:

Sunrise Mining, LLC, a Colorado limited liability company

By: 

Name/Title: Sara A. Glinatsis, Manager

STATE OF Colorado)

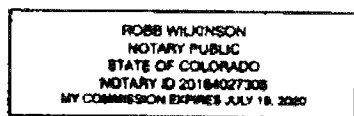
) ss.

COUNTY OF Jefferson)

The foregoing was acknowledged before me this 11th day of January, ²⁰¹⁷~~2016~~,
by Sara Glinatsis, as Manager of
Sunrise Mining LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: July 19th, 2020



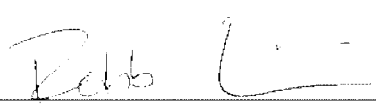

Notary Public

Exhibit A

Description of the Land and Mining Claims

All of the following described lode mining claims situate, lying and being in the California Mining District,
La Plata County, Colorado to wit:

<u>NAME OF CLAIM (Patented Lode)</u>	<u>PATENT U.S. SURVEY NUMBER</u>
IDAHO MILLSITE	18320
IDAHO MILLSITE NO. 1	18321
IDAHO MILLSITE NO. 2	18321
ALPINE	18321
LORD KITCHENER	17108
HARTFORD	17108
GERTRUDE	16616
GOOD HOPE	17124
SUNRISE	17124
CATHRYN	16616
MIDNIGHT	19646
HELEN	19515
MIDNIGHT NO. 2	19646
PAY DAY	19516 "A"
PAY DAY MILLSITE	19516 "B"