

MINERAL CLAIM PURCHASE AGREEMENT

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MINERAL CLAIM PURCHASE AGREEMENT

THIS MINERAL CLAIM PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of this 18th day of March, 2011, by and among Silver Sun Resource Corp., a corporation organized under the laws of the British Columbia (the “**Purchaser**”), Cherry Hill Mining Company, Inc., a corporation organized under the laws of the State of Montana and Richard Lyon, a resident of the state of Montana, (collectively, the “**Sellers**” and each individually as a “**Seller**”), and Patrick Fagen, a resident of the state of California (the “**Covenantor**”).

INTRODUCTION

- A. Sellers own or control, among other things, certain unpatented mining claims and a lode claim commonly known collectively as the “**Cherry Hill Mine**” (the “**Claims**”), and associated real and personal property assets, including, but not limited to, the equipment as further set out in Schedule “A” to this Agreement (the “**Assets**”);
- B. Sellers hold certain permit and contract rights relating to the Assets as further set out in Schedule “B” to this Agreement (collectively, the “**Permits**”), which are also being transferred to the Purchaser along with an undivided 51% interest in and to the Assets;
- C. The Sellers and the Purchaser have entered into a letter of intent dated February 28, 2011 (the “**Letter of Intent**”) with respect to the sale of the Purchased Assets (as herein defined) pursuant to which the Purchaser made a non-refundable payment of US\$10,000 to the Seller (the “**Deposit**”)
- D. Purchaser and Sellers desire to purchase and sell the Purchased Assets as hereafter defined upon the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing facts and premises hereby made a part of this Agreement, and the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Article 1 **Purchase and Sale of Assets**

1.1 Purchased Assets. Subject to the terms and conditions set forth in this Agreement, Sellers hereby agree to sell, assign, transfer and deliver, and Purchaser hereby agrees to purchase and accept from Sellers, at and as of the Closing Date (as such term is defined herein), 51% of the undivided right, title and interest in and to the Assets and Permits (collectively, the “**Purchased Assets**”) which Purchased Assets include but are not limited to:

- (a) The Cherry Hill Mine;
- (b) all mining claims as shown on the ownership list shown on the attached Schedule “A”;
- (c) all mining permits and water rights shown on Schedule “B” hereto;
- (d) all ancillary equipment used in any of the foregoing, to include all machinery, fixtures, furniture, equipment, materials, parts, supplies, tools and other tangible property owned or controlled by Seller used in connection with the Purchased Assets as set forth on the attached Schedule “A”;
- (e) all rights under: (i) contracts relating to or creating rights with respect to the Purchased Assets, whether oral or written; and (ii) to the extent assignable, all other contracts and agreements, whether oral or written, used by Sellers in the operation of the Purchased Assets (the “**Contracts**”);

- (f) all permits, authorizations and licenses used by Sellers and/or Covenantor exclusively for the management or operation of the Purchased Assets;
- (g) all books, records, files and papers relating exclusively to the Purchased Assets created at any time prior to the Closing (as defined herein) by Sellers other than Sellers' corporate minute books and related corporate records, and books, records, files and papers not otherwise relating exclusively to the Purchased Assets;
- (h) any and all other properties, assets and rights of Sellers which are used exclusively for the management or operation of the Purchased Assets not expressly described, listed or referred to in Section 1.2 below.

1.2 Excluded Assets. All assets listed in Schedule "C" hereto and shall not be included within the definition of Purchased Assets (collectively, the "**Excluded Assets**").

Article 2 Assumption of Liabilities

Subject to the terms and conditions of this Agreement and contingent on the Closing occurring, Purchaser shall assume and agree to pay and perform 51% of the obligations of CHMC (as herein defined) and Covenantor under the Contracts arising after the Closing Date. Except as expressly provided herein, Purchaser shall not assume any other obligation or liability of Sellers or Covenantor that relates to or arises out of ownership or occupancy of the Purchased Assets or Sellers' or Covenantor's operations, including but not limited to Sellers' and Covenantors' respective operation of the Purchased Assets, prior to the Closing Date, whether absolute or contingent, known or unknown, contractual or otherwise, and specifically including but not limited to any accounts payable, debt, tax liabilities, employee-benefit or pension-plan liabilities, workers' compensation liabilities, environmental liabilities, other legal liabilities, union or union-related liabilities, employment obligations or agreement, or any applicable change of control liabilities (collectively, the "**Excluded Liabilities**").

Article 3 Purchase Price and Closing

3.1 Purchase Price. In the event that Purchaser elects to proceed to closing, as and for the purchase price of the Purchased Assets, Purchaser agrees to pay and Sellers agree to accept the sum of Five Hundred and Fifty Five Thousand Dollars (US\$555,000) less the Deposit, payable as set out in Section 3.2 hereof (the "**Purchase Price**").

3.2 The Closing; Payment of Purchase Price.

- (a) The closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place by the exchange of Closing documents by Sellers and Purchaser on or before April 15, 2011, or on such other date mutually agreeable to Purchaser and Sellers ("**Closing Date**").
- (b) Subject to the terms and conditions set forth in this Agreement, the parties agree to consummate, on the Closing Date, the transactions described below.
 - (i) Sellers will assign and transfer to Purchaser good, valid and marketable title in and to the Purchased Assets, free and clear of all Liens (as defined herein) by delivering to Purchaser: (A) a bill of sale and assignment in substantially the form attached hereto as Schedule "D" (the "**Bill of Sale**"), (B) Quitclaim deeds in substantially the form attached as Schedule "E" (the "**Deeds**"); (C) such other documentation as may be required to transfer title to the Purchased Assets to the Purchaser as contemplated in this Agreement;
 - (ii) Purchaser shall deliver to the Sellers or such other nominees as they may direct the sum of Five Hundred and Forty Five Thousand Dollars (US\$545,000);

- (iii) Richard Lyon shall deliver to the Covenantor: (A) share certificates of Cherry Hill Mining Company, Inc. (“CHMC”) representing 51% of the issued and outstanding shares of common stock of CHMC duly endorsed for cancellation by CHMC; and (B) all of CHMC’s corporate books and records and tax returns, and all rights of the Sellers to any tax refunds, including tax refunds for periods prior to the Closing Date relating to the Purchased Assets;
- (iv) The Sellers and Covenantor shall deliver to the Purchaser all required consents, resolutions and approvals of the Sellers and Covenantor and any applicable governmental authorities or third parties required to consummate the sale of the Purchased Assets;
- (v) The Purchaser shall deliver to the Covenantor and the Sellers all required consents, resolutions and approvals of the Purchaser and any applicable governmental authorities or third parties required to consummate the sale of the Purchased Assets; and
- (vi) Each of the parties shall deliver the documents required to be delivered to the other party or parties hereunder.

3.3 Method of Payment. Any cash amounts payable hereunder shall be paid by wire transfer of immediately available funds to an account designated by the intended recipient or as otherwise indicated.

3.4 Allocation of Purchase Price. Purchaser and Sellers will report to the Internal Revenue Service such information concerning the allocation of Purchase Price as may be required by Section 1060 of the Internal Revenue Code of 1986, as amended (the “Code”). Purchaser and Sellers will adopt and utilize such agreed values for purposes of completing and filing Form 8594 for federal income tax purposes. Neither Purchaser nor Seller will voluntarily take any position inconsistent therewith upon examination of its respective federal tax return, in any claim, in any litigation or otherwise with respect to such tax return.

3.5 Sales and Use Taxes; Other Expenses.

- (a) Notwithstanding anything in this Agreement to the contrary, Sellers shall pay the cost of all state and local sales and use taxes, if any, transfer taxes and documentary stamp taxes associated with the sale and conveyance of the Purchased Assets pursuant to this Agreement.
- (b) On or prior to the Closing, Sellers shall pay the full amount of any assessments on the Purchased Assets that have been levied for periods prior to or that are pending as of the Closing Date. Purchaser shall pay the full amount of such taxes and utility charges upon receipt of any such bills for charges incurred for periods after the Closing Date, and Sellers, within fifteen (15) days of notice from Purchaser, shall reimburse Purchaser for the amount of Sellers’ pro rata share of such taxes and utility charges.
- (c) Except as otherwise expressly provided in this Agreement, Sellers and Purchaser shall each pay their own respective costs and expenses in connection with this Agreement and the transactions contemplated by this Agreement, including any brokerage, legal, tax, and advisory fees and expenses, or other commission arising by reason of any services rendered or alleged to have been rendered to such party in connection with this Agreement or the transactions contemplated by this Agreement.

Article 4 Representations and Warranties of the Sellers

To induce Purchaser to enter into this Agreement, Sellers hereby jointly and severally represent and warrant to Purchaser as indicated below.

4.1 Organization and Good Standing.

- (a) CHMC is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation. CHMC has the requisite power to own, operate, use and/or lease the Purchased Assets, as applicable, and to conduct the operations of the Purchased Assets as presently being conducted by it including any and all permits required by any public authority for such operations such as permits, or regulatory authorizations.
- (b) The Sellers each have the requisite power to own, control, operate, use and/or lease the Purchased Assets, as applicable, and to conduct the operations of the Purchased Assets to the extent presently being conducted by it, including any and all permits required by any public authority for such operations such as permits, or regulatory authorizations.
- (c) The Sellers have the requisite power to own, operate, use and/or lease the Purchased Assets, as applicable, and to conduct the operations of the Purchased Assets as presently being conducted, including any and all permits required by any public authority for such operations such as permits, or regulatory authorizations.

4.2 Authority; Binding Obligation. Each corporate Seller has the requisite corporate power and authority to execute and deliver this Agreement and perform its obligations hereunder. Each corporate Seller's execution and delivery of this Agreement, and performance of its covenants and agreements hereunder, have been duly authorized by all necessary corporate action of each such corporate Seller. This Agreement has been duly executed and delivered by each Seller and constitutes a valid and binding obligation of each Seller and is enforceable against each Seller in accordance with its terms.

4.3 No Conflict.

- (a) Neither the execution and delivery of this Agreement, nor the consummation or performance of any of the transactions contemplated by this Agreement (such transactions are collectively referred to hereinafter as the "**Contemplated Transactions**") will directly or indirectly (with or without notice or lapse of time): (i) contravene, conflict with or result in a violation of or default under any provision of any corporate Seller's articles or certificate of incorporation or bylaws, or any resolution adopted by the board of directors or shareholders of any corporate Seller; (ii) contravene, conflict with or result in a violation of or default under, or give any Governmental Body (as defined below) or other Person (as defined below) the right to challenge any of the Contemplated Transactions or exercise any remedy or obtain any relief under, any federal, state or local law, regulation, ordinance or administrative order or any judgment or decree to which any Seller and/or the Purchased Assets are subject; (iii) contravene, conflict with or result in a violation or breach of or default under any provision of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate or modify any contract or other arrangement to which any Seller is a party or by which any Seller is bound; or (iv) result in the creation of any Lien of any kind or nature upon any of the Purchased Assets. No Seller is required to give any notice to or obtain any consent from any Person in order for Sellers to consummate the Contemplated Transactions, other than the approval of their respective shareholders.
- (b) For purposes of this Agreement, the definitions set forth below shall apply.
 - (i) The term "**Governmental Body**" means any (i) nation, state, city, town, village, district or other jurisdiction of any nature; (ii) federal, state, provincial, local, municipal, foreign or other government; (iii) governmental or quasi-governmental agency, branch, department, official or entity and any court or other tribunal; (iv) multi-national organization or body; or (v) any other body entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature.

- (ii) The term “**Person**” means any individual, partnership, corporation, limited liability company, association, joint-stock company, trust, joint venture, unincorporated organization or association or a Governmental Body (or any department, agency or political subdivision thereof).
- (iii) The term “**Material Adverse Effect**” means an effect which could reasonably be expected to be materially adverse to the operating results, business conditions or prospects of the Purchased Assets.

4.4 Title, Sufficiency and Condition of Assets.

- (a) On or before Closing, Sellers will have good and marketable title to each asset constituting the Purchased Assets, free and clear of any security interest, mortgage, pledge, lien, charge, encumbrance, right of way, easement or adverse claim of any kind or nature except for Liens (i) that will be terminated by Sellers prior to the Closing, and (ii) rights of way, easements and other restrictions of record affecting the Claims (collectively, “**Liens**”). To the extent that Sellers do not presently have good, valid and marketable title to any asset constituting the Purchased Assets, Sellers shall diligently take such actions as may be necessary and/or advisable to acquire such title prior to the Closing Date. On the Closing Date, Sellers will transfer to Purchaser good, valid and marketable title to each asset constituting the Purchased Assets, free and clear of all Liens.
- (b) Except as otherwise expressly represented in this Mineral Claim Purchase Agreement, Sellers make no representations as to the condition and repair of the Purchased Assets and Purchased Assets are being sold to the Purchaser strictly on an “As Is, Where Is” basis. Purchaser acknowledges that it has had full opportunity to inspect the Purchased Assets and to determine the suitability thereof for the Purchaser’s purposes.

4.5 Environmental Matters.

- (a) As used in this Section 4.5, the following terms shall have the following meanings:
 - (i) “**Hazardous Materials**” means any dangerous, toxic or hazardous pollutant, contaminant, chemical, waste, material or substance regulated by any federal, state or local law, statute, code, ordinance, regulation, rule or other requirement relating to such substance. For purposes of this representation in Section 4.5 only and for no other purpose in this document, the definition of Hazardous Materials shall only apply to laws, statutes, codes, ordinances, regulations, rules or other requirements in effect as of the date of the Closing.
 - (ii) “**Environmental Laws**” means all applicable federal, state and local laws, rules, regulations, codes, ordinances, orders, decrees, directives, permits, licenses and judgments relating to pollution, contamination or protection of the environment (including, without limitation, all applicable federal, state and local laws, rules, regulations, codes, ordinances, orders, decrees, directives, permits, licenses and judgments relating to Hazardous Materials). For purposes of this representation in Section 4.5 only and for no other purpose in this document, the definition of Environmental Laws shall only apply to laws, statutes, codes, ordinances, regulations, rules or other requirements in effect as of the date of the Closing.
 - (iii) “**Release**” shall mean the spilling, leaking, disposing (including without limitation the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Material), discharging, emitting, depositing, ejecting, leaching, escaping, dumping, pumping, or any other release, however defined, whether intentional or unintentional, of any Hazardous Material. Release shall not include disposal of Hazardous Materials in compliance with Environmental Laws.

- (b) To the best of the knowledge of each Seller, and except as has been disclosed to Purchaser, the Claims are in material compliance with all applicable Environmental Laws.
- (c) To the best of the knowledge of each Seller, Sellers have obtained and maintained in full force and effect all environmental permits, licenses, certificates of compliance, approvals and other authorizations (collectively, the “**Environmental Permits**”), including without limitation those set forth in Schedule “B”, necessary to conduct mining operations on the Claims, and has provided to Purchaser a copy of each such Environmental Permit. To the best of the knowledge of each Seller, Sellers have conducted such operations in material compliance with all terms and conditions of the Environmental Permits. To the best of the knowledge of each Seller, with respect to the Claims and any mining operations thereon carried out by them, Sellers have filed all reports and notifications required to be filed under and pursuant to all applicable Environmental Laws.
- (d) To the best of the knowledge of each Seller, (i) except in material compliance with all applicable laws, no materials have been generated, treated, contained, handled, located, used, manufactured, processed, buried, incinerated, deposited, stored, or released by Sellers on, under or about any part of the Claims or at any other location which, at the time such materials were in the possession or control of the Sellers (as the case may be) would have met the definition of Hazardous Materials, (ii) the Claims and any improvements thereon, contain no asbestos, urea formaldehyde, or polychlorinated biphenyls (PCBs), and (iii) no aboveground or underground storage tanks which now or formerly held any materials which, at the time they were in the possession or control of the Sellers would have met the definition of Hazardous Materials are located on, under or about the Claims, or have been located on, under or about the Claims and then subsequently been removed or filled.
- (e) No Seller has received written notice, and except as has been disclosed to Purchaser, no Seller has knowledge of any threatened notice, alleging in any manner that any Seller might be potentially responsible for any Release of Hazardous Materials which is alleged to have occurred during the ownership or control of the Claims (or any portion thereof) by the Sellers respectively, or any costs arising under Environmental Laws with respect thereto.
- (f) To the best of the knowledge of each Seller, and except as has been disclosed to Purchaser, no portion of the Claims is or has been listed on the United States Environmental Protection Agency National Priorities List of Hazardous Waste Sites or equivalent state list or any other list, schedule, law, inventory or record of hazardous or solid waste sites maintained by any federal, state or local agency. Purchaser acknowledges that the Sellers have disclosed that the entire region in which the Claim is situate has been placed upon the United States Environmental Protection Agency National Priorities List of Hazardous Waste Sites.
- (g) Sellers have disclosed and delivered to Purchaser all environmental reports which Sellers have obtained or ordered with respect to the Claims.
- (h) To the best of the knowledge of each Seller, no part of the Claims has been used as a landfill, dump or other disposal, storage, transfer, handling or treatment area for materials which, at the time they were in the possession or control of the Sellers would have met the definition of Hazardous Materials, or a facility for selling, dispensing, storing, transferring, disposing or handling petroleum and/or petroleum products, except in connection with the storage, handling and use of Hazardous Materials and petroleum products in the routine and ordinary conduct of operations on the Claims and in compliance with applicable Environmental Laws.
- (i) To the best of the knowledge of each Seller, no lien has been attached or filed against any of the Purchased Assets in favor of any governmental or private entity for (i) any liability or imposition of costs under or violation of any applicable Environmental Law; or (ii) any Release of Hazardous Materials.

- (j) No Seller has used perchloroethylene (tetrachloroethylene) on the Claims, and knows of no past use of such substances on the Claims and knows of no incident(s) where such substances may have been entered upon or disposed of on the Claims.

4.6 Restrictive Covenants. Except as between the Sellers and the Covenantor, no Seller is a party to any written contract, license agreement or other restriction which limits the scope of the sale or use of the Purchased Assets, and any such agreement between the Sellers and the Covenantor shall not impede the Sellers' ability to vest good, valid and marketable title to the Purchased Assets in the Purchaser on the Closing Date.

4.7 Brokers. No finder, broker, agent or other intermediary has acted for or on behalf of Sellers in connection with the negotiation or consummation of this Agreement or the Contemplated Transactions.

4.8 Disclosure. No representation or warranty of any Seller contained in this Agreement, any Schedules, any exhibit hereto or in any statement, certificate, instrument of transfer or conveyance or other document furnished to Purchaser pursuant to this Agreement, or otherwise in connection with the Contemplated Transactions, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact required to make the statements herein or therein not misleading.

Article 5 Representations and Warranties of Purchaser

Purchaser hereby represents and warrants to Sellers as follows:

5.1 Organization and Good Standing. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of British Columbia. Purchaser has all requisite corporate power and authority to execute and deliver this Agreement and perform its obligations hereunder.

5.2 Authority; Binding Obligation. Purchaser's execution and delivery of this Agreement, and the performance of its obligations hereunder and thereunder, have been duly authorized by all necessary corporate action on the part of Purchaser. This Agreement has been duly executed and delivered by Purchaser and constitutes a valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

5.3 Compliance with Other Instruments. Purchaser's execution and delivery of this Agreement will not (a) conflict with or result in any violation of Purchaser's constating documents or (b) conflict with or result in a breach of any judgment, decree, law or order applicable to Purchaser.

5.4 Litigation. There are no Proceedings pending or, to Purchaser's knowledge, threatened against Purchaser which could, individually or in the aggregate, adversely affect Purchaser's ability to perform its obligations under this Agreement.

5.5 Consents. There are no consents, approvals or other authorizations of, orders or notifications of, registrations, declarations or filings with, any Person, which are required in connection with the valid execution, delivery or performance of this Agreement by Purchaser and the consummation by Purchaser of the Contemplated Transactions.

5.6 Court Orders, Decrees and Laws. To Purchaser's knowledge, Purchaser has not violated or failed to comply with any statute, law, ordinance or regulation of any Governmental Body in the conduct of Purchaser's business which could, individually or in the aggregate, adversely affect Purchaser's ability to perform its obligations under this Agreement. Purchaser is not in default with respect to any judgment, order or decree of any court or any Governmental Body which could, individually or in the aggregate, adversely affect Purchaser's ability to perform its obligations under this Agreement.

Article 6 Covenants

Sellers covenant and agree with Purchaser (other than in respect of Section 6.6 only), and Purchaser covenants and agrees with Sellers (other than in respect of Sections 6.1 and 6.2 only) as follows:

6.1 Access and Information. Sellers shall permit Purchaser and Purchaser's counsel, accountants and other representatives full access, upon reasonable notice during normal business hours, to all the properties, assets, books, records, agreements, commitments and other documents of Sellers concerning the mining operations on the Claims or the Purchased Assets; provided, however, that such access shall not unreasonably interfere with the mining operations on the Claims. Sellers shall furnish to Purchaser and its representatives all available information with respect to the Purchased Assets as Purchaser may reasonably request. Purchaser's due diligence investigation shall include, without limitation, a review of physical assets, corporate services, financial records, customer records and supplier records. All access shall be accomplished in a manner that will provide for confidentiality, as requested by Sellers.

6.2 Confidentiality.

- (a) For a period of 4 years from and after the Closing Date, and except as required by applicable law, no Seller or Covenantor shall disclose any confidential information to any Person except Purchaser, which confidential information relates to the Purchased Assets, including without limitation the profitability or findings from mining activity, but excluding information that is or becomes generally known to the public through no fault of any Seller or Covenantor. If notwithstanding this provision, any of such confidential information is required to be disclosed by applicable law or legal process, Sellers and/or Covenantor (as the case may be) will give Purchaser prompt notice of such requirement and, if requested, will assist Purchaser, at Purchaser's expense, in seeking a protective order or other measures to preserve the confidentiality of such confidential information insofar as possible.
- (b) Because the breach or anticipated breach of the confidentiality provisions set forth in this Section 6.2 could result in immediate and irreparable harm and injury to Purchaser, for which it will not have an adequate remedy at law, Sellers and Covenantor each hereby agree that Purchaser shall be entitled to relief in equity to enjoin temporarily and/or permanently such breach or anticipated breach and to seek any and all other legal and equitable remedies to which Purchaser may be entitled.

6.3 General Discharge of Environmental Liabilities.

- (a) Each Seller shall indemnify and hold harmless Purchaser from, against and in respect of, any and all Environmental Liabilities (as defined in this Section 6.3) related to activities that precede the Closing Date and which are related in any manner to the Claims.
- (b) If Purchaser believes that it is entitled to indemnification pursuant to Section 6.3(g), Purchaser shall give Sellers written notice (pursuant to the notice provisions of this Agreement) of such environmental indemnification claim within thirty (30) business days from the date Purchaser first becomes aware of such claim. Any such notice shall set forth in reasonable detail and, to the extent then known, the basis for such claim for indemnification. The failure of Purchaser to give notice of any claim for indemnification within such thirty (30) business day period shall not adversely affect Purchaser's right to indemnity hereunder unless all Sellers shall have been prejudiced by such delay, and in such event only to the extent Sellers have been prejudiced.
- (c) In response to a claim for indemnification made by Purchaser pursuant to Section 6.3(a), Sellers shall promptly deliver to Purchaser written notice acknowledging receipt of Purchaser's notice of claim, and setting forth the time required and any further information needed for Sellers to investigate the claim. Sellers shall have a reasonable time to investigate the claim but shall

proceed promptly with all due diligence. Purchaser agrees to cooperate with Sellers during such investigation. Upon completion of Sellers' investigation, Sellers shall provide written notice (the "**Seller Notice**") to Purchaser that:

- (i) subject to Section 6.3(d), Sellers acknowledge that Purchaser is entitled to indemnification, and Sellers will reimburse Purchaser for all loss, liability, expense (including without limitation reasonable expenses of investigation and reasonable attorneys' fees and expenses) incurred by Purchaser (the "**Purchaser Environmental Losses**") arising from such Environmental Liability; or
 - (ii) Sellers acknowledge that Purchaser is entitled to indemnification and Sellers promptly shall discharge such Environmental Liability or others, acting on behalf of Seller, shall promptly discharge the Environmental Liability in accordance with the requirements of Section 6.3(e); or
 - (iii) Sellers object to such environmental indemnity claim; or
 - (iv) Purchaser may proceed with discharging the Environmental Liability subject to a reservation of rights by Sellers to object to Purchaser's environmental indemnity claim under the process set out in Section 6.3(f).
- (d) If Sellers elect to allow Purchaser to discharge an Environmental Liability under Section 6.3(c), Purchaser shall take all steps reasonably and diligently necessary in the completion thereof and Sellers shall only be liable for those Purchaser Losses reasonably incurred by Purchaser pursuant to a proposal, work plan or other specifications approved in writing by Sellers in advance, which approval shall not be unreasonably withheld.
- (e) If Sellers elect to discharge an Environmental Liability under Section 6.3(c), Sellers shall take all steps reasonably and diligently necessary in the completion thereof, including reimbursement of Purchaser for such Purchaser Losses incurred by Purchaser for which Sellers are provided written substantiation in connection therewith by Purchaser.
- (f) If (i) Sellers acknowledge Purchaser's right to indemnification under Section 6.3(c) but objects to Purchaser's proposal, work plan or other specifications provided pursuant to Section 6.3(d), (ii) Sellers object to such claim by giving Purchaser written notice of its objection under Section 6.3(c)(iii), or (iii) Sellers notify Purchaser of Seller's reservation of rights under Section 6.3(c)(iv), then either Sellers or Purchaser may submit the claim to dispute resolution pursuant to Section 12.8 of this Agreement not later than 60 days after Purchaser's receipt of the Seller Notice.
- (g) Purchaser will allow Sellers access to the Assets, and will provide any other third parties such additional reasonable access as may be reasonably necessary to develop a work plan, proposal or other specifications in connection with the discharge of any Environmental Liability pursuant to this Agreement or to discharge an Environmental Liability, and Sellers will use their reasonable best efforts, and will use such reasonable best efforts to cause any third parties, not to interfere with the Purchaser's operations thereon in connection with such development or performance. In the event Purchaser transfers any interest in the Assets at any time while Sellers remain liable to perform remediation required pursuant to this Agreement with respect to such Assets, Purchaser will ensure in the document governing the transfer of such interest(s) that Sellers or such other third parties continues to have such reasonable access as may be reasonably necessary to perform remediation required pursuant to this Agreement.
- (h) Sellers' liability in respect of any Environmental Liability shall be limited in the manner provided in Section 11.3 hereof.

- (i) Purchaser shall indemnify and hold harmless Richard Lyon from, against and in respect of any and all Environmental Liabilities (as defined in this Section 6.3) related to activities that take place on or after the Closing Date which are related in any manner to the Claims. Where the Seller has a claim for indemnity under this Section 6.3(i), the provisions in Sections 6.3(b) and 6.3(c)(i) and (iii) shall apply, mutatis mutandis.
- (j) Definitions: As used in this Section 6.3:
 - (i) “**Damages**” shall have the meaning set forth in Section 11.2.
 - (ii) “**Environmental Law**” shall have the meaning set forth in Section 4.5.
 - (iii) “**Environmental Liability**” means any Liability of a Person arising under any Environmental Law.
 - (iv) “**Liabilities**” means, with respect to any Person, any liabilities, obligations or Damages incurred by such Person whether known or unknown, absolute or contingent, accrued or unaccrued, liquidated, or unliquidated, secured or unsecured, joint or several.
 - (v) “**Person**” shall have the meaning set forth in Section 4.3(b)(ii).

6.4 Notification of Certain Matters. Between the date hereof and the Closing, Sellers shall give prompt written notice to Purchaser of (i) the occurrence or failure to occur of any event which would be likely to cause a Material Adverse Effect, (ii) any material claims, actions, proceedings or investigations commenced or, to the knowledge of any Seller threatened, involving or affecting any of the Purchased Assets and which would be likely to cause a Material Adverse Effect, and (iii) any material adverse change in the condition (financial or other), properties, assets, or liabilities of any Seller which taken as a whole, would be likely to cause a Material Adverse Effect; provided, however, that no such notification shall affect the representations or warranties of the parties or the conditions to the parties’ obligations under this Agreement.

6.5 Conditions. Each Seller and Purchaser shall take all commercially reasonable actions to cause the conditions set forth in Article 7 and Article 8 to be satisfied and to consummate the Contemplated Transactions. As a condition of this Agreement, Richard Lyon hereby agrees: (i) for a period of two years from the Closing Date to use his best efforts to provide the Purchaser with any documents and/or information respecting the Purchased Assets that the Purchaser may require to prepare any financial statements required under any applicable stock exchange or securities laws with respect to the Purchased Assets; and (ii) to provide the following services (the “**Consulting Services**”) to the Purchaser relating to the Purchased Assets for a term of one month from the Closing Date: such assistance with the transfer to the Purchaser of any Permits required in connection with the purchase of the Purchased Assets as may be requested by the Purchaser, such assistance with the acquisition of any permits required by any applicable governmental authority in connection with mining operations on the Claims as may be requested by the Purchaser; and assistance in providing any training required with respect to mining operations on the Claims including any explosives or other training required under the Mine Safety and Health Administration Act and/or applicable state laws. As compensation for carrying out the Consulting Services, the Purchaser agrees to pay to Richard Lyon a consulting fee in the amount of US\$50 per hour and reimbursement expenses relating solely to the carrying out of the Consulting Services. Any expenses of US\$500 or greater incurred by Richard Lyon in connection with the carrying out of the Consulting Services pursuant to this Agreement must be pre-approved by the Purchaser in writing. In connection with the provision of the Consulting Services Richard Lyon will serve as an independent contractor to, and not as an agent or employee of, the Purchaser or any of its affiliates and will have no authority to bind or commit the Purchaser in any way unless authorized by the board of directors of the Purchaser. The engagement of Richard Lyon for Consulting Services as provided in this Section 6.5 may be terminated by the Purchaser at any time upon written notice to Richard Lyon.

6.6 Maintenance of Good Standing. During the period from the Closing Date until the due date of the last payment called for under the Note, Purchaser shall maintain itself in good standing under all applicable corporate laws.

Article 7
Conditions Precedent to Purchaser's Obligations

Purchaser's obligations to consummate the Contemplated Transactions are subject to the satisfaction of each of the following conditions prior to or at the Closing, unless specifically waived in writing by Purchaser in advance:

7.1 Board Approval. Purchaser shall have received approval from its board of directors to enter into this Agreement and consummate the Contemplated Transactions.

7.2 Representations and Warranties. The representations and warranties of Sellers contained in this Agreement shall be true and correct as of the date of this Agreement, and as of the Closing Date as though the Closing Date had been substituted for the date of this Agreement throughout such representations and warranties (except that any representation or warranty made as of a specified date other than the date hereof need only be true as of such date), and each Seller shall have delivered to Purchaser a certificate of each such Seller as contemplated by Section 9.1, to such effect. Each Seller shall have duly performed and complied with all covenants and agreements and satisfied all conditions required by this Agreement to be performed, complied with or satisfied by each Seller prior to or at the Closing and each Seller shall have delivered to Purchaser a certificate of each such Seller as contemplated by Section 9.1, to such effect.

7.3 Absence of Litigation. No order, writ, injunction or decree which is binding on Purchaser or any Seller and which prohibits Purchaser and/or any Seller from consummating the Contemplated Transactions shall be in effect. No claim, action, suit or proceeding shall be pending or threatened against Purchaser, any Seller and/or the Purchased Assets which, if adversely determined, would prevent the consummation of the Contemplated Transactions or result in the payment of substantial damages as a result of such action and for which the other party is not willing to provide indemnification.

7.4 Permit Assignments. Purchaser shall have obtained the requisite assignments and/or additional permits permitting Purchaser to conduct operations at the Claims.

7.5 Consents and Approvals. All governmental and regulatory approvals and consents of contracting parties, requisite or appropriate to the consummation of the Contemplated Transactions shall have been obtained (or all applicable waiting periods shall have expired), and such consents or approvals shall remain in full force and effect.

7.6 Title Evidence. Purchaser shall have received such documents necessary to establish the transfer to Purchaser by Seller of good and marketable title to each asset constituting the Purchased Assets, free and clear of liens and encumbrances of any kind or nature.

7.7 Receipt of Other Seller Deliveries. Purchaser shall have received from Seller, or such other applicable party, the other Seller Deliveries (as defined below) required to be delivered to Purchaser pursuant to Section 9.1 below.

7.8 Absence of Changes. From the date of this Agreement to and including the Closing Date, there will not have been: (i) any increase in Liens against the Purchased Assets; (ii) change in the condition (financial or other), properties, assets, or liabilities representing Assumed Liabilities, whether or not insured, which change would have a Material Adverse Effect; or (iii) any fact or circumstance existing as of the date of this Agreement which has not been disclosed to Purchaser after the date hereof which has, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

7.9 Assignment. Purchaser reserves the right hereunder to assign its right(s) to one or more affiliated parties prior to closing, it being understood that Purchaser may create one or more new entities which may consummate the Contemplated Transactions.

Article 8
Conditions Precedent to the Sellers' and Covenantors' Obligations

Sellers' and Covenantors' obligations to consummate the Contemplated Transactions are subject to the satisfaction prior to or at the Closing of each of the following conditions, unless specifically waived in writing by Sellers or Covenantor (as the case may be) in advance:

8.1 Representations and Warranties. The representations and warranties of Purchaser contained in this Agreement shall be true and complete in all material respects as of the date of this Agreement and as of the Closing Date as though the Closing Date had been substituted for the date of this Agreement throughout such representations and warranties (except that any such representation or warranty made as of a specified date other than the date hereof need only be true as of such date), and Purchaser shall have delivered to Sellers and Covenantor a certificate of an officer of Purchaser, as contemplated by Section 9.2, to such effect (the "Officer's Certificate").

8.2 Absence of Litigation. No order, writ, injunction or decree which is binding on Purchaser, any Seller and/or any Covenantor and which prohibits Purchaser, any Seller and/or any Covenantor from consummating the Contemplated Transactions shall be in effect. No claim, action, suit or proceeding shall be pending or threatened against Purchaser, any Seller and/or Covenantor which, if adversely determined, would prevent the consummation of the Contemplated Transactions or result in the payment of substantial damages as a result of such action and for which the other party is not willing to provide indemnification.

8.3 Consents and Approvals. All governmental and regulatory approvals and consents of contracting parties, requisite or appropriate to the consummation of the Contemplated Transactions shall have been obtained (or all applicable waiting periods shall have expired) and shall remain in full force and effect.

8.4 Receipt of Other Closing Deliveries. Sellers shall have received from Purchaser, or such other applicable party, the Purchase Price in accordance with Section 3.1 and the other Purchaser Deliveries (as defined below) required to be delivered to Seller pursuant to Section 9.2 below.

Article 9
Closing Deliveries

9.1 Deliveries by Sellers. At the Closing, provided all conditions described in Article 8 have been satisfied, Sellers shall execute, or cause to be executed, and deliver to Purchaser the following (collectively, the "Seller Deliveries"): (a) the Bill of Sale; (b) the Deeds; (c) the certificates required by Section 3.2; (d) such other instruments of conveyance reasonably requested by Purchaser; and (e) all documents necessary to establish the transfer to Purchaser by Seller of good and marketable title to each asset otherwise constituting the Purchased Assets, free and clear of liens and encumbrances of any kind or nature.

9.2 Deliveries by Purchaser. At the Closing, provided all conditions described in Article 7 have been satisfied, Purchaser shall deliver the Purchase Price in accordance with Section 3.1; and shall execute, or cause to be executed, and deliver to Seller the following (collectively, the "Purchaser Deliveries") the Purchase Price as contemplated in Section 3.2 hereof and the Officer's Certificate.

Article 10
Termination Before Closing

This Agreement may be terminated at any time prior to the Closing: (a) by the mutual written consent of all parties hereto; (b) by Purchaser, if, prior to the Closing, any condition set forth herein for the benefit of Purchaser, respectively, is not met to Purchaser's satisfaction or cannot be cured shall not have been timely met or waived by the Purchaser; or (c) by either Sellers or Purchaser if the Closing has not occurred on or prior to April 15, 2011, for any reason other than the delay or nonperformance of the party or parties seeking such termination. Termination of this Agreement pursuant to this Article 10 shall terminate all obligations of the parties hereunder, except for the obligations under Section 11.1, and such termination shall not constitute a waiver of any rights (including rights to indemnification under any agreement or covenant in this Agreement occurring prior to such termination).

Article 11 Indemnification

11.1 Indemnification by Sellers. Subject to the terms of this Article 11, Sellers shall jointly and severally indemnify and hold Purchaser and each officer and director thereof (each a “Purchaser Indemnified Party”) harmless from, against and in respect of any and all Purchaser Losses in connection with any action, suit or proceeding brought against a Purchaser Indemnified Party) or Damages (as defined below) suffered or incurred by a Purchaser Indemnified Party by reason of:

- (a) any breach of a representation or warranty made by any Seller and contained herein;
- (b) any failure of any Seller to fulfill or perform any covenant, agreement or obligation of Seller contained herein;
- (c) Any Environmental Liabilities required to be discharged under Section 6.3;
- (d) any Excluded Liability; or
- (e) Liability arising out of the ownership and/or control of the Purchased Assets by any Seller on or prior to the Closing Date.

11.2 Definition of “Damages”. The term “Damages” as used in this Agreement means all actual damages suffered or incurred by a party entitled to indemnification under Article 11, including without limitation all compensatory damages.

11.3 Indemnification by Purchaser. Purchaser shall indemnify and hold Seller harmless from, against and in respect of any and all loss, liability, expense (including without limitation reasonable expenses of investigation and reasonable attorneys’ fees and expenses in connection with any action, suit or proceeding brought against a Seller) or Damages suffered or incurred by Sellers (the “Seller Losses”) by reason of:

- (a) any breach of a representation or warranty made by Purchaser and contained herein;
- (b) any failure of Purchaser to fulfill or perform any covenant, agreement or obligation of Purchaser contained herein; or
- (c) any Assumed Liability.

11.4 Claims Period. For purposes of this Agreement, a “Claims Period” shall be the period during which a claim for indemnification must be asserted under this Agreement by an indemnified party, which period shall begin on the Closing Date and terminate as follows:

- (a) with respect to Purchaser Losses and Damages arising under Section 11.1(a) or 11.1(b), the Claims Period shall terminate two (2) years after the Closing Date; provided, however, that with respect to Purchaser Losses arising out of a breach the representations and warranties under Sections 4.4, 4.5 and 4.6 hereof, or arising under Section 11.1(d) with respect to Excluded Liabilities, the Claims Period shall terminate four (4) years after the Closing Date;
- (b) with respect to Purchaser Losses and Damages arising under Section 11.1(c) or the failure of Sellers to fulfill or perform its covenants, agreements or obligations under Section 6.3 hereof, and, the Claims Period shall terminate on the last of (i) due date of the last payment called for under the Note, or (ii) four (4) years following the Closing Date;
- (c) with respect to Seller Losses and Damages arising under Section 11.4(a) or 11.4(b), the Claims Period shall terminate two (2) years after the Closing Date;

- (d) with respect to Seller Losses and Damages arising under Section 11.4(c), the Claims Period shall terminate four (4) years after the Closing Date;
- (e) with respect to Seller Losses and Damages arising under Section 11.4(d), the Claims Period shall terminate on the due date of the last payment called for under the Note.

Any claims for indemnification pursuant to this Article 11 must be made in writing by the indemnified party to the indemnifying party on or prior to the expiration of the applicable Claims Period. All claims for indemnification for which proper notification of the indemnifying party shall have been made by the indemnified party prior to the close of business on the last day of the applicable Claims Period shall continue to survive and shall remain a basis for indemnity hereunder until such claim is finally resolved or disposed of in accordance with the terms hereof.

11.5 Payment of Indemnification Claim. With respect to Purchaser Losses and Damages payable hereunder, the Purchaser Indemnified Parties shall be entitled to assert their right to payment directly against each Seller.

11.6 Exclusive Remedy. After the Closing, the rights set forth in this Article 11 shall be each party's sole and exclusive remedies against the other parties hereto for misrepresentation or breaches of covenants contained in this Agreement and any related documents. Notwithstanding the foregoing, nothing herein includes any limitation on its Claims Period contained in Section 11.4 hereof shall prevent any of the indemnified parties from bringing an action based upon allegations of fraud with respect to either party in connection with this Agreement and any related documents. In the event such fraud action is brought, the prevailing party's attorney's fees and costs shall be paid by the non-prevailing party.

Article 12 General Provisions

12.1 No Publicity. Sellers, Covenantor and Purchaser agree that they will not make any press releases or other announcements prior to or at the time of Closing with respect to the Contemplated Transactions, except as required by applicable law, without the prior approval of the other party, which approval will not be unreasonably withheld.

12.2 Knowledge Convention. Whenever any statement herein or in any Schedule, certificate or other document delivered to any party pursuant to this Agreement is made "to the knowledge" of a party hereto or words of similar intent, such statement shall be deemed to be made to the actual knowledge of the party, but without any representation that the party has made due or any inquiry of any individuals within the organization of any corporate Seller or Covenantor that would be reasonably likely to have information regarding the matter in question.

12.3 Reservation of Rights. Neither a party's representations and warranties contained in this Agreement nor the party's indemnification obligations set forth in this Agreement shall be affected by (a) any due diligence or other investigation conducted by another party, or (b) any knowledge on the part of another party or its agents or representatives of any circumstances resulting from such investigation or otherwise, including without limitation knowledge that one or more of such party's representations or warranties might be untrue when made or become untrue on or prior to the Closing. Notwithstanding anything contained herein to the contrary, Purchaser represents that it does not have any knowledge that any of representations or warranties made by Sellers and/or Covenantor are untrue, or that any Environmental Liabilities or other Liabilities exist, prior to Closing, except as indicated in the certificate delivered at Closing.

12.4 Further Acts and Assurances. Sellers shall, at any time and from time to time at and after the Closing, upon request of Purchaser and without additional consideration, take any and all steps reasonably necessary to place Purchaser in possession and operating control of the Purchased Assets, and Sellers will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances and assurances as may be reasonably required for the more effective transferring and confirming to Purchaser or for reducing to its possession, any or all of the Purchased Assets.

12.5 Notices. Any notice or other document to be given hereunder by any party hereto to any other party hereto shall be in writing and delivered by courier or by facsimile transmission, receipt confirmed, or sent by any express mail service, postage or fees prepaid, to

If to Purchaser:

Silver Sun Resource Corporation
400 - 409 Granville Street
Vancouver, BC, V6C 1T2
Attention: Chief Executive Officer
Facsimile: 604-678-2532

If to any Seller:

Richard Lyon
P.O. Box 1013
East Helena, MT
Facsimile:

If to Covenantor:

Patrick Fagen
PO Box 16187
S Lake Tahoe, CA 96151
Facsimile: 530 820 9683

or at such other address or number for a party as shall be specified by like notice. Any notice that is delivered in the manner provided herein shall be deemed to have been duly given to the party to whom it is directed upon actual receipt by such party or its agent.

12.6 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the Province of British Columbia and the federal laws of Canada as applicable therein.

12.7 Construction. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority or by any board of arbitrators by reason of such party or its counsel having or being deemed to have structured or drafted such provision. All references in this Agreement to Article(s), Section(s), Schedule(s) or Exhibit(s) shall refer to Article(s), Section(s), Schedule(s) of this Agreement.

12.8 Dispute Resolution. Any dispute among the parties hereto before the Closing may be resolved by application to any court of competent jurisdiction. Any dispute among the parties hereto arising on or after the Closing Date, shall be exclusively resolved in accordance with the arbitration provisions of this Section 12.8 set forth below:

- (a) The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement or the breach, termination or validity thereof promptly by negotiation between executives who have authority to settle the controversy. Any party may give the other written notice that a dispute exists (a "Notice of Dispute"). The Notice of Dispute shall include a statement of such party's position. Within twenty (20) business days of the delivery of the Notice of Dispute, executives of both parties shall meet at a mutually acceptable time and place, and thereafter as long as they both reasonably deem necessary, to exchange relevant information and attempt to resolve the dispute. If the matter has not been resolved within forty-five (45) days of the disputing party's Notice of Dispute, or if the parties fail to meet within twenty (20) days, either party may initiate arbitration of the controversy or claim as provided hereinafter.

- (b) If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.
- (c) Any controversy or claim arising out of or relating to this Agreement or the breach, termination or validity thereof, or the Contemplated Transactions, if not settled by negotiation as provided above in Section 12.8, shall be settled by arbitration in British Columbia, by three (3) arbitrators.
- (d) It is the intent of the parties that any arbitration shall be concluded as quickly as reasonably practicable. Unless the parties otherwise agree, once commenced, the hearing on the disputed matters shall be held four (4) days a week until concluded, with each hearing date to begin at 9:00 a.m. and to conclude at 5:00 p.m. The arbitrators shall use all reasonable efforts to issue the final award or awards within a period of five (5) business days after closure of the proceedings. Failure of the arbitrators to meet the time limits of this Section 12.8 shall not be a basis for challenging the award.
- (e) The arbitrators shall instruct the non-prevailing parties to pay all costs of the proceedings, including the fees and expenses of the arbitrators and the reasonable attorneys' fees and expenses of the prevailing parties. If the arbitrators determine that there is not a prevailing party, each party shall be instructed to bear its own costs and to pay one-half of the fees and expenses of the arbitrators.

12.9 No Reliance. Except for the parties hereto and their assignees permitted under Section 12.11: (a) no third party is entitled to rely on any of the representations, warranties and agreements of a party contained in this Agreement; (b) the parties to this Agreement assume no liability to any third party because of any reliance on the representations, warranties and agreements of any of the parties contained in this Agreement; and (c) no other Person other than the parties to this Agreement shall acquire any legal or equitable rights or remedies under this Agreement.

12.10 Saturdays, Sundays and Legal Holidays. If the time period by which any acts or payments required hereunder must be performed or paid expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended to the close of business on the next regularly scheduled business day.

12.11 Binding Agreement. The terms, conditions and obligations of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Except as provided herein, without the prior written consent of the each other party, no party hereto may assign such party's rights, duties or obligations hereunder or any part thereof to any other Person prior to Closing.

12.12 Headings. The headings of the Articles and Sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

12.13 Modification and Waiver. Any term or condition of this Agreement may be waived at any time by the party entitled to the benefit thereof, and any such waiver must be pursuant to written waiver signed by the party entitled to such benefits. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof. No delay or failure on the part of any party hereto to exercise any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any waiver on the part of any party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder; nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

12.14 Severability. Any provision hereof which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render

unenforceable such provision in any other jurisdiction. To the extent permitted by law, the parties hereto waive any provision of law which renders any such provision prohibited or unenforceable in any respect.

12.15 Access to Records. For a period of six (6) years after the Closing Date, Sellers, Covenantor and their respective attorneys, accountants and representatives shall, upon reasonable advance notice to Purchaser during normal business hours and without disruption of the business of Purchaser, have reasonable access to all books, accounts, records, documents and information relating to the Purchased Assets for any periods prior to the Closing Date in the possession or custody of Purchaser (or Purchaser's agents) for the purpose of examining and making copies of all or any portion of such properties relating to the notifying Seller or Covenantor. Purchaser agrees not to destroy such books, accounts, records, documents and information for a period of six (6) years after the Closing Date without giving the express prior written consent of the corporate Sellers and the corporate Covenantor.

12.16 Discretion. Whenever a party may take action under this Agreement in his, her or its "sole discretion," "sole and absolute discretion" or "discretion," or under a grant of similar authority or latitude, such Person shall be entitled to consider any factors and interests as it desires, including its own interests.

12.17 Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. The parties hereby acknowledge and agree that for purposes of this Agreement, and all certificates, documents and other items to be delivered pursuant to the terms thereof, that facsimile signatures and other electronically delivered signatures shall be deemed acceptable to and binding upon each party hereto.

[The remainder of this page is intentionally left blank.]

12.18 Entire Agreement. This Agreement and the Schedules and Exhibits hereto, together with the documents and instruments delivered pursuant hereto constitute the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements including the Letter of Intent and all understandings, negotiations and discussions, whether written or oral, of the parties hereto (other than those between and/or among any of the Sellers and/or Covenantor and to which the purchaser is not a party); provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Agreement or any written agreement pertaining to another subject matter. No supplement, modification or waiver of the terms or conditions of this Agreement shall be binding unless executed in writing by authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Mineral Claim Purchase Agreement to be duly executed and delivered, all on and as of the date first written above.

PURCHASER:

SILVER SUN RESOURCE CORP.

By: *"Ian Foreman"*
Name: Ian Forman
Title: Director

SELLER:

CHERRY HILL MINING COMPANY, INC.

By: *"Richard Lyon"*
Name: Richard Lyon
Title: President

SELLER:

"Richard Lyon"

RICHARD LYON

COVENANTOR:

"Patrick Fagen"

PATRICK FAGEN

**SCHEDULE A
ASSETS**

<u>Name:</u>	<u>CAMC #</u>
Gilt Edge #1	278706
Gilt Edge #2	281435
Little Wonder	281433
Living Water	294389
Lucky Boy	294390
High Hopes	294391
Cherry Hill Lode Claim	281434

CHMC Equipment Inventory - All As Is

CH High Grade Rock Assay (Kevin's Rock)
650 cfm Joy air compressor with a cat engine*
One 4x8 table (new)
One spiral concentrator
Hy-G 36 inch concentrator
Brookville locomotive 18 ga.
12B Emico mucker **
Three 1 ton ore cars
One flat car
20 foot cargo trailer
65kw Detroit genset
six ton of 20 lb rail
Two GD 83 drills
Four legs
One se-can drill
One 10x16 jaw crushers
One 5x6 Denver jaw crusher
Three slushers with buckets
Two slurry pumps
one fresh water pumps
10 inch mine fan
21 inch mine fan
10 inch inline fan
2 Water tanks 750 gal
600 ft Air pipe
Two Honda water pumps
Case 855D track loader
Pipe fittings and fasteners
One stopper drills
250 feet 4 inch water line
Drill steel and bits
Rail switches
3000 feet 1 inch water pipe
One Jim crow tool
Wilden air pump
Prell pot
Flotation mill
Condition tank
Electrical panels and motors

Ore bin with grizzly
conveyor
1800 feet of 10 inch vent bag
1800 feet of 1 inch air hose
6 bank mine lights
Rake classifier
Barrel of ball mill balls
4x4 Marcy Denver ball mill
3000 gal water tank
3x4 shaker screen
Two air tuggers
Four mine phones
Pullies and sprockets
Gear drivers

* Cherry Hill Mining Company, Inc. will pay Eric Schoonmaker \$2000. If this is not enough for him Silver Sun Resource Corp. will have to pay difference or it will have to be returned.

** Cherry Hill Mining Company, Inc. will pay Dave Sullivan for his shares and the use of the mucker while in use by Cherry Hill Mining Company, Inc.

**SCHEDULE B
PERMITS**

Schedule "C"

EXCLUDED ASSETS

Hobert welder - 110 V spot welder
Gold wheel
Smelt pot
U-Tech table
Small Honda generator
Pressure washer
Nut & bolt trays
Small bowl pump
Lab crusher & pulverizer on bench
Vise with bench
Gas motor
2-small electric motors
Small Feeder
Sample Splitter and gold pans

Schedule "D"

BILL OF SALE

Schedule "E"

QUITCLAIM DEEDS