OPTION AGREEMENT

THIS AGREEMENT is made as of the 11th day of October, 2011.

AMONG:

EASTLAND MANAGEMENT LTD., a company incorporated pursuant to the laws of British Columbia and having an office at 5215 6th Avenue, Delta, British Columbia V4M 1L6

(the "**Optionor**")

AND:

INDEFINITELY CAPITAL CORP., a company incorporated pursuant to the laws of British Columbia and having an office at 1470 – 701 West Georgia Street, Vancouver, British Columbia V7Y 1C6

(the "**Optionee**")

AND:

R. TIMOTHY HENNEBERRY, a businessman

(the "**Trustee**")

WHEREAS:

A. The Optionor is the sole beneficial owner of a 100% undivided interest in the Otter Property (the "**Property**") which is an epithermal precious metal project comprised of twelve (12) mineral claims totalling approximately 5,296 hectares in the Similkameen Mining Division near Princeton, British Columbia as more particularly described at Schedule A;

B. Pursuant to a Declaration of Trust dated June 15, 2010, the Trustee is the sole registered legal owner of an undivided 100% interest in and to the Property and the Trustee holds the Property in trust for the Optionor as sole beneficiary;

C. The Optionee wishes to acquire an option interest in the Property in connection with the Optionee's completion of its Qualifying Transaction, as contemplated by the policies of the TSX Venture Exchange (the "**Exchange**"); and

D. The Optionor and the Trustee have agreed to grant the exclusive and irrevocable right and option to the Optionee to acquire 100% of all legal and beneficial right, title and interest in the Property free and

clear of all Encumbrances (as defined below), subject to the Royalty (as defined below), based on the terms and conditions provided herein (the "**Option**");

NOW THEREFORE in consideration of the sum of $10.00 now paid by each of the Parties to the others and the premises and the respective covenants, agreements, representations and warranties of the Parties herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. INTERPRETATION

1.1 In this Agreement the following words and phrases have the following meanings:

(a) "**Assets**" mean the Property and the Exploration Data;

(b) "**Business Day**" means a day other than a Saturday, Sunday or a day on which chartered banks in Vancouver, British Columbia are closed;

(c) "**Closing**" means the closing of the Transaction;

(d) "**Closing Date**" means the date of Closing designated by the Parties which is within two (2) Business Days after receipt of final acceptance from the Exchange with respect to the Transaction, or on a later date as the Parties may mutually agree upon;

(e) "**Commencement of Commercial Production**" means:

(i) if a mill is located on the Property, the last calendar day of a period of 40 consecutive calendar days in which, for not less than 30 calendar days, the mill processed ore from the Property at 60% of its rated concentrating capacity, or

(ii) if a mill is not located on the Property, the last day of a period of 30 consecutive calendar days during which ore has been shipped from the Property on a reasonably regular basis for the purpose of earning revenues,

but any period of time during which ore or concentrate is shipped from the Property for testing purposes, a bulk sample or during which milling operations are undertaken as initial tune-up, will not be taken into account in determining the date of Commencement of Commercial Production;

(f) "**Common Shares**" means fully-paid and non-assessable common shares in the capital of the Optionee;

(g) "**Discounted Market Price**" has the meaning set out in the policies of the Exchange.

(h) "**Effective Date**" means the date of this Agreement as first set out on the first page of this Agreement;

(i) "**Encumbrance**" has the meaning set out in Section 2.2(a) herein;

(j) "**Environmental Claims**" means any and all administrative, regulatory or judicial actions, suits, demands, claims, liens, notices of non-compliance or violation, investigations or proceedings relating in any way to any Environmental Law or any permit issued under any Environmental Law, including, without limitation:

(i) any and all claims by government or regulatory authorities for enforcement, clean-up, removal, response, remedial or other actions or damages under any applicable Environmental Law,

(ii) any and all claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive or other relief, and

(iii) any and all claims resulting from hazardous materials, including any release of those claims, or arising from alleged injury or threat of injury to human health or safety (arising from environmental matters) or the environment;

(k) "**Environmental Laws**" means all requirements of the common law, civil code or of environmental, health or safety statutes of any agency, board or governmental authority, including, but not limited to, those relating to:

(i) noise,

(ii) pollution or protection of the air, surface water, ground water or land,

(iii) solid, gaseous or liquid waste generation, handling, treatment, storage, disposal or transportation,

(iv) exposure to hazardous or toxic substances, or

(v) the closure, decommissioning, dismantling, or abandonment of any facilities, mines or workings and the reclamation or restoration of lands;

(l) "**Exchange**" has the meaning set out in Recital C;

(m) "**Exchange Approval Date**" means the date on which the Exchange issues a bulletin granting final approval of Transaction;

(n) "**Exploration Data**" means a digital copy and hardcopy of all data related to the Property, including drill logs, maps and reports generated from said data, collected by the Optionor, the Trustee and their respective contractors on the Property;

(o) "**Exploration Expenditures**" means all cash, expenses and obligations funded, spent or incurred directly or indirectly on exploration, evaluation and development activities on or for the Property, including, land payments, fees, taxes and charges required to keep or secure the Property in good standing; all expenditures for geophysical, geo-chemical and geological work; all expenditures for surveys, drilling, assays, metallurgical testing, engineering, construction and all other expenditures directly benefiting the mineral rights that comprise the Property and the work thereon, but excluding general and administrative expenses;

(p) "**Filing Statement**" means the filing statement of the Optionee in the form prescribed by the Exchange, pertaining to the Qualifying Transaction and which will be filed on SEDAR;

(q) "**Finder**" means Ethos Consulting Ltd.;

(r) "**Governmental Authorities**" means any domestic or foreign government, whether federal, provincial, state, territorial, local, regional, municipal or other political jurisdiction, and any agency, authority, instrumentality, court, tribunal, board, commission, bureau, arbitrator, arbitration tribunal or other tribunal, or any quasi governmental or other entity, insofar as it exercises a legislative, judicial, regulatory, administrative, expropriation or taxing power or function of or pertaining to government;

(s) "**IFRS**" means International Financial Reporting Standards in Canada applied on a consistent basis with past periods;

(t) "**Material Adverse Effect**" has the meaning set out in Section 2.2(h), herein;

(u) "**National Instrument 43-101**" means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects* of the Canadian Securities Administrators;

(v) "**National Instrument 45-106**" means National Instrument 45-106 – *Prospectus and Registration Exemptions* of the Canadian Securities Administrators;

(w) "**National Instrument 45-102**" means National Instrument 45-102 – *Resale of Securities* of the Canadian Securities Administrators;

(x) "**Option**" has the meaning set out in Recital D;

(y) "**Option Period**" means the period from the date of this Agreement up to and including the earlier of the date of the exercise of the Option and the date of termination of the Option;

(z) "**Party**" means any party to this Agreement and "**Parties**" mean all of such parties;

(aa) "**Property**" has the meaning set out in Recital A to this Agreement, including any replacement or successor area with respect to the Property, and all mining leases and other mining interests derived from the Property;

(bb) "**Qualified Person**" has the meaning set out in National Instrument 43-101;

(cc) "**Qualifying Transaction**" has the meaning set forth in Exchange Policy 2.4 *Capital Pool Companies*;

(dd) "**Repurchase Option**" has the meaning set out in Section 6.2;

(ee) "**Royalty**" has the meaning set out in Section 6.1;

(ff) **"Royalty Purchase Price"** has the meaning set out in Section 6.2;

(gg) "**Technical Report**" means the technical report on the Property prepared by an independent Qualified Person recommending a work program for further exploration on the Property in accordance with National Instrument 43-101 issued in the name of the Optionee;

(hh) "**Transaction**" means the grant of the Option by the Optionor and the Trustee to the Optionee in consideration for the cash, Common Shares and Exploration Expenditures set out herein;

(ii) "**U.S. person**" has the meaning set out in Section 2.2(t); and

(jj) "**U.S. Securities Act**" has the meaning set out in Section 2.2(t).

1.2 This Agreement includes the following Schedules which are attached hereto:

(a) Schedule A – Property Description; and

(b) Schedule B – Net Smelter Return Royalty.

2. REPRESENTATIONS AND WARRANTIES

2.1 Each Party represents and warrants to the other Parties that:

(a) if a corporation, it has been duly incorporated and validly exists as a corporation in good standing under its applicable laws of incorporation and has all requisite corporate power and authority to own its properties and carry on its business as now being conducted;

(b) each has, and will continue to have during the Option Period, the full right, power, capacity and authority to enter into, execute and deliver this Agreement, to be bound by its terms and for the performance of this Agreement by it, and the consummation of the transactions herein contemplated will not conflict with nor result in any breach of any covenants or agreements contained in, or constitute a default under, or result in the creation of any encumbrance under, the provisions of the Articles or the constating documents of each such Party, as applicable, or any shareholders or directors resolution, indenture, agreement or other instrument whatsoever, as applicable, to which each such Party is a party or by which it is bound;

(c) no proceedings are pending for, and each Party is unaware of any basis for, the institution of any proceedings leading to the placing of the Party in bankruptcy or subject to any other laws governing the affairs of insolvent parties;

(d) the execution, delivery and performance of this Agreement and the matters contemplated herein have been duly authorized by all necessary corporate action, as applicable, and no other corporate proceedings are necessary to authorize this Agreement and the matters contemplated herein; and

(e) the Agreement, when delivered in accordance with the terms hereof, will constitute a valid and binding obligation enforceable against the Party in accordance with its terms, except:

(i) as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws of general application affecting enforcement of creditors' rights generally, and

(ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

2.2 The Optionor and the Trustee jointly and severally represent and warrant to the Optionee that:

(a) the Trustee is the sole legal owner of and the Optionor is the sole beneficial owner of all right, title and interest to the Property and the Property is free and clear of, and from, all claims, liens, security interests, charges and encumbrances (each, an "**Encumbrance**") and is not subject to any judgment, order or decree entered in any lawsuit or proceeding;

(b) the Trustee holds its interest in the Property in trust for the Optionor in accordance with the Declaration of Trust dated June 15, 2010;

(c) the mineral claims comprising the Property are accurately described in Schedule A and have been properly staked, located and recorded pursuant to all applicable laws and regulations, including the laws of British Columbia, and are, and upon the exercise of the Option will be, in good standing in respect to the performance and recording of assessment work up to and including at least the expiry dates set forth in Schedule A;

(d) the Optionor and the Trustee have each held the Property in material compliance with all applicable laws, rules, statutes, ordinances, orders and regulations and neither the Optionor nor the Trustee has received any notice of any violation thereof, nor is the Optionor or the Trustee aware of any valid basis therefore;

(e) the Optionor and the Trustee, as applicable, have paid all fees, taxes, assessments, rentals, levies or other payments required to be made relating to the Property;

(f) the Optionor and the Trustee hold all permits, licences, consents and authorities issued by Governmental Authorities which are necessary in connection with the ownership and mineral exploration of the Property;

(g) except for the Royalty as contemplated by this Agreement, neither the execution, delivery and performance of this Agreement, nor the exercise of the Option, will conflict with, result in a violation of, cause a default under (with or without notice, lapse of time or both) or give rise to a right of termination, amendment, cancellation or acceleration of any obligation contained in or the loss of any material benefit under, or result in the creation of any Encumbrance upon the Property or other instrument, permit, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Property;

(h) there is no basis for and there is no action, suit, judgment, claim, demand or proceeding outstanding or pending, or threatened against or affecting the Property that, if adversely resolved or determined, would have a material adverse effect on the Property (a "**Material Adverse Effect**") and there is no reasonable basis for any claim or action that, based upon the likelihood of its being asserted and its success if asserted, would have such a Material Adverse Effect;

(i) except for the Royalty as contemplated in this Agreement, there are no outstanding agreements or options to acquire the Property or any portion or interest thereof, and no person, firm or corporation, other than the Optionor and the Trustee as expressly set forth in this Agreement, has any proprietary or possessory interest in the Property or any royalty or other interest whatsoever in the production from or profits earned from any of the mineral claims comprising the Property;

(j) there are no actions, suits, investigations or proceedings before any court, arbitrator, administrative agency or other tribunal or Governmental Authority, whether current, pending or threatened, which directly or indirectly relate to or affect the Property or the interests of the Optionor or the Trustee therein, nor are the Optionor or the Trustee aware of any acts that would lead to suspect that the same might be initiated or threatened;

(k) the activities directly or indirectly relating to the mineral claims comprising the Property by the Optionor and the Trustee and any other person on behalf of the Optionor and the Trustee have been conducted in compliance with the *Mineral Tenure Act* (British Columbia) and all other applicable laws and neither the Optionor nor the Trustee has received any notice and neither the Optionor nor the Trustee is aware after reasonable inquiry of any breach or violation of any such laws having been alleged;

(l) to their knowledge, the Property does not contain any hazardous or toxic material, pollution or other adverse environmental conditions that may give rise to any environmental liability under any applicable Environmental Laws, regulations, rules or by-laws, and neither the Optionor nor the Trustee have received, nor are they aware of any pending or threatened, notice of non-compliance with any Environmental Law, regulation, rule or by-law;

(m) to their knowledge, during the period in which the Optionor and the Trustee have held their respective interests in the Property, the Property has been operated in accordance with all applicable Environmental Laws and there are no environmental conditions existing in the Property to which any remedial action is required or any liability has been or may be imposed under applicable Environmental Laws;

(n) neither the Optionor nor the Trustee has received from any government agency or authority any notice of, or communication relating to, any actual or alleged Environmental Claims, and there are no outstanding work orders or actions required to be taken relating to environmental matters respecting the Property or any operations carried out on the Property;

(o) the Optionor and the Trustee's ownership of the Property is each in compliance with, is not in default or violation in any material respect under, and neither the Optionor nor the Trustee has been charged with or received any notice at any time of any material violation of any statute, law, ordinance, regulation, rule, decree or other applicable regulation in connection with the Optionor or the Trustee's ownership of their respective interests in the Property;

(p) the Optionor and the Trustee have duly filed all reports and returns required to be filed with Governmental Authorities and have obtained all governmental permits and other governmental consents, except as may be required after the execution of this Agreement and all of such permits and consents are in full force and effect, and no proceedings for the suspension or cancellation of any of them, and no investigation relating to any of them is pending or threatened and none of them will be adversely affected by the entry into this Agreement or the Transaction;

(q) the Optionor and the Trustee have each advised the Optionee of all of the material information relating to the mineral potential of the Property of which it has knowledge;

(r) no filing or registration with, no notice to and no permit, authorization, consent, or approval of any public or Governmental Authorities or other person or entity is necessary for the exercise of the Option contemplated by this Agreement or to enable the Optionee to acquire a one hundred percent (100%) undivided legal and beneficial interest in the Property on the exercise of the Option, subject to the Royalty;

(s) there are no mine workings or waste dumps or mine tailings with respect to the Property; and

(t) the Optionor is not a "**U.S. Person**" (as that term is defined in Regulation S under the United States *Securities Act of 1933*, as amended (the "**U.S. Securities Act**")).

2.3 The representations and warranties contained in this Section 2 form a part of this Agreement and are conditions upon which the Optionee has relied upon in entering into this Agreement and shall survive the execution and delivery of this Agreement and the acquisition by the Optionee of any interest in the Property.

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

2.5 Each Party will indemnify and save the other Parties harmless from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any representation, warranty, covenant, agreement or condition made by that Party and acknowledge that the Parties have entered into this Agreement relying on the warranties and representations and other terms and conditions of this Agreement and that no information which is now known or which may hereafter become known to the Parties relying on such representations and warranties or their officers, directly or through professional advisors, shall limit or extinguish the right to indemnity hereunder. In addition to any other remedies it may pursue, the Optionee may deduct the amount of any such loss or damage from any amounts payable by it to the Optionor hereunder.

2.6 Each of the Optionor and the Trustee jointly and severally agree to indemnify and save the Optionee harmless from and against any Environmental Claim suffered or incurred by the Optionee arising directly or indirectly from any operations or activities conducted in or on the Property, whether by the Optionor, the Trustee or others, prior to the date of execution of this Agreement.

2.7 The Optionee will indemnify and save the Optionor and the Trustee harmless from and against any Environmental Claim suffered or incurred by the Optionor or the Trustee arising directly or indirectly from any operations or activities conducted in or on the Property, after the date of execution of this Agreement, unless caused by the fault of the Optionor or the Trustee.

3. GRANT AND EXERCISE OF OPTION

3.1 Upon and subject to the terms and conditions of this Agreement, and on the Closing Date, the Optionor and the Trustee will grant to the Optionee the Option, subject to the Royalty, in consideration for the cash payments, share issuances and work commitments as described in Section 3.2.

3.2 The Option will be kept in good standing and exercised by the Optionee:

(a) paying the Optionor a non-refundable $25,000 deposit upon execution of this Agreement;

(b) paying the Optionor $15,000 and issuing to the Optionor 200,000 Common Shares on the Closing Date;

(c) issuing to the Optionor 200,000 Common Shares and incurring $200,000 of Exploration Expenditures on the Property on or before the first anniversary of the Closing Date;

(d) issuing to the Optionor 200,000 Common Shares and incurring $300,000 of Exploration Expenditures on the Property on or before the second anniversary of the Closing Date;

(e) issuing to the Optionor 200,000 Common Shares and incurring $500,000 of Exploration Expenditures on the Property on or before the third anniversary of the Closing Date; and

(f) incurring $1,000,000 of Exploration Expenditures on the Property on or before the fourth anniversary of the Closing Date.

3.3 The Common Shares issuable hereunder to the Optionor will be deemed to be issued at a price equal to the closing Discounted Market Price of the Common Shares on the Exchange prior to the public announcement of the Transaction.

3.4 Upon satisfaction of the conditions set out in Section 3.2 (which, for greater certainty, totals cash payments of $40,000, share issuances of 800,000 Common Shares and Exploration Expenditures of $2,000,000), the Option will be deemed to be exercised, and a 100% undivided legal and beneficial right, title and interest in the Property will automatically vest in the Optionee, free and clear of all Encumbrances, subject to the Royalty.

3.5 Exploration Expenditures shall be deemed to have been incurred by the Optionee when the Optionee has expended funds or has received goods or services from third parties for which the Optionee has obligation to make payment, whether or not payment has been made. A certificate of an officer of the Optionee setting forth the Exploration Expenditures incurred by the Optionee in reasonable detail shall be *prima facie* evidence of the same.

3.6 Exploration Expenditures incurred by the Optionee exceeding the amount of Exploration Expenditures required to be incurred within any period shall be carried forward to the succeeding period and qualify as Exploration Expenditures for such succeeding period. If the Exploration Expenditures incurred are less than the amount of the Exploration Expenditures required to be incurred in any period, the Optionee may, at its option, pay the deficiency to the Optionor, in cash, within sixty (60) days after the end of such period in order to maintain the Option. Any such payment of cash in lieu shall be deemed to be Exploration Expenditures incurred on the Property on or before the relevant date for purposes of this Section 3.

3.7 If the Optionee reasonably believes that it has incurred Exploration Expenditures required to be incurred by the Optionee in any period in order to maintain the Option, but it is subsequently determined upon the examination or audit by any party (for which such party shall have free access to all relevant information) that such Exploration Expenditures were not incurred within such period, the Optionee shall not lose any of its rights hereunder and the Option shall not terminate, provided that the Optionee pays to the Optionor such deficiency in Exploration Expenditures within thirty (30) days following such determination (if determined by the

Optionee) or within thirty (30) days following notice to the Optionee of such deficiency (if determined by the Optionor), and the payment of such deficiency in Exploration Expenditures shall be deemed to be Exploration Expenditures incurred by the Optionee for purposes of this Agreement.

4. TRANSFER OF PROPERTY, PROPERTY REPORTING AND FILING

4.1 Upon the satisfaction of the conditions set out in Section 3.2:

(a) the Optionor and the Trustee, as applicable, shall promptly execute and register, or will cause their agents to register, all such effectual and valid transfers of the Property and such other documents as the Optionee or its legal counsel may deem necessary to transfer to the Optionee a 100% undivided legal and beneficial interest in and to the Property free and clear of all Encumbrances, subject to the Royalty;

(b) the Optionor and the Trustee will provide all assistance necessary to transfer the Property into the name of the Optionee; and

(c) the Optionor and the Trustee will deliver, or will cause their agents to deliver, to the Optionee all Exploration Data and other information in the possession or control of the Optionor and the Trustee with respect to the Property which have not previously been delivered to the Optionee.

4.2 The Optionor and the Trustee acknowledge and agree that, upon the exercise of the Option, the Optionee may elect in its sole discretion to hold the title of the Property in a wholly-owned subsidiary. Under such circumstances, the Optionor or the Trustee, as applicable, will transfer the Property into such subsidiary as instructed by the Optionee.

5. RIGHT OF ENTRY

5.1 Throughout the Option Period, the directors and officers of the Optionee and its servants, agents and independent contractors, shall have the sole and exclusive right in respect of the Property to:

(a) enter thereon;

(b) have exclusive and quiet possession thereof;

(c) to the extent that the Optionee in its sole discretion may consider advisable, explore, examine, prospect, investigate, map, survey, mine, develop and carry out commercial production on the Property or any part or parts thereof;

(d) extract, remove and treat rock, earth, ore and minerals therefrom;

(e) dump and store materials and waste materials thereon or therein;

(f) bring upon and erect upon the Property such buildings, plant, machinery and equipment as the Optionee may deem advisable;

(g) remove therefrom and dispose of reasonable quantities of ores, minerals and metals for the purposes of obtaining assays or making other tests (up to fifty (50) tons from each mineral claim or crown granted mineral claim comprising the Property); and

(h) mine, remove and sell for its own benefit any and all ores, minerals and ore products obtained from the Property.

5.2 In doing such exploration, development, mining and production work, the Optionee may treat the Property as a group in conjunction with adjoining claims which the Optionee may own and may explore and develop the Property by means of drilling, shaft sinking, cross cutting, drifting and raising, or by any other exploration or development or mining method as recommended by its engineers, geologists and consultants. The Optionee shall have custody, possession and control of all drill cores during the Option Term and upon the termination of this Agreement shall deliver up to the Optionor all such drill cores, together with all assays, geological information, models, maps and reports made prepared or taken in connection with the work conducted, or to be conducted, on the Property pursuant to the terms of this Agreement.

6. ROYALTY

6.1 Following exercise of the Option and upon the Commencement of Commercial Production, the Optionee will pay the Optionor a 2% net smelter return royalty (the "**Royalty**") which shall be calculated and paid in accordance with the terms and conditions set out in Schedule B.

6.2 The Optionee, or its permitted successors or assigns, shall have the option (the "**Repurchase Option**") of purchasing 1% of the Royalty from the Optionor. The price and consideration payable for 1% of the Royalty (the "**Royalty Purchase Price**") shall be $1,000,000. The Repurchase Option shall be exercisable at any time, upon the Optionee, or its permitted successors or assigns, giving to the Optionor notice of exercise of the Repurchase Option together with payment of the Royalty Purchase Price and any portion of the Royalty which has accrued but has not been paid up to that date.

7. INVESTIGATIONS AND AVAILABILITY OF RECORDS

7.1 From the Effective Date until the Exchange Approval Date, the Optionee and/or its directors, officers, auditors, counsel and other authorized representatives shall be permitted to make such commercially reasonable investigations of the Assets as the Optionee reasonably deems necessary or desirable, provided always that such investigations shall not unduly interfere with the operations of the Optionor or the Trustee. Such investigations will not, however, affect or mitigate in any way the representations and warranties contained in this Agreement, which representations and warranties shall continue in full force and effect for the benefit of the Optionee.

8. COVENANTS OF THE OPTIONEE

8.1 The Optionee hereby covenants and agrees with the Optionor that during the Option Period the Optionee shall:

(a) maintain the Property in good standing by the doing and the filing of assessment work or the making of payments in lieu thereof, by the payment of all rentals, taxes or other governmental charges which shall fall due during the Option Period, and the performance of all other actions which may be necessary in that regard and in order to keep the Property free and clear of all liens and other charges arising from the Optionee's activities thereon except those at the time contested in good faith by the Optionee;

(b) record as assessment work against the Property all possible exploration work carried out on the Property by the Optionee that qualifies for such recording;

(c) carry out its operations on the Property in a careful and miner-like manner and in accordance with applicable laws and regulations of British Columbia and Canada;

(d) properly pay all accounts of every nature and kind for wages, supplies, Workers' Compensation Assessments, income tax deductions and all other accounts and indebtedness incurred by it so that no claim or lien arises thereon or upon the Property, the ores or minerals contained therein and it will indemnify the Optionor and the Trustee and save them harmless from any and all loss, costs, actions, suits, damages or claims which may be made against the Optionor or the Trustee in respect of the operations on the Property, provided however, that the Optionee shall have the right to contest the validity of any such lien or claim of lien;

(e) maintain and keep true and correct records of all production from the Property and disposition thereof and of all costs and expenditures incurred as well as all other data necessary or proper for the settlement of accounts between the Parties hereto in connection with their rights and obligations under this Agreement and such records shall be open at all reasonable times upon reasonable notice for inspection by the Optionor or a duly authorized representative of the Optionor;

(f) allow the Optionor, or its agent or representative duly authorized in writing, at its own expense, to inspect the Property at all reasonable times and intervals, and data obtained by the Optionee as a result of operations thereon, upon the Optionor giving the Optionee 48 hours prior written notice, provided always that the Optionor or any such agent or representative shall not interfere with the Optionee's activities on the Property, the Optionor or any such agent or representative shall abide by the rules and regulations laid down by the Optionee relating to matters of safety and efficiency in its operations and, notwithstanding, the Optionee shall be under no liability to the Optionor or their agent or representative, and the Optionor shall indemnify the Optionee, for any personal injury, including death, or any loss or damage to property arising from their inspection of the Property, however caused;

(g) obtain all necessary environmental permits prior to commencing operations on the Property and be responsible for any environmental assessments made by any Governmental Authorities as a result of operations on the Property; and

(h) deliver to the Optionor, forthwith upon receipt thereof, copies of all reports, maps, assay results and other technical data compiled by or prepared at the direction of the Optionee with respect to the Property.

8.2 The Optionee hereby covenants and agrees with the Optionor that upon the termination of this Agreement it will leave the Property in a safe condition in accordance with applicable statutes and regulations and will deliver to the Optionor, forthwith, copies of all reports, maps, assay results and other technical data compiled by or prepared at the direction of the Optionee with respect to the Property that have not previously been delivered to the Optionor.

9. RESTRICTIVE COVENANTS

9.1 During the Option Period, neither the Optionor nor the Trustee will, without the prior written consent of the Optionee, allow the Property to become subject to any Encumbrance of any nature or kind whatsoever or enter into any agreement (whether written or verbal) that may result in the creation of any such Encumbrance or otherwise restrict in any manner whatsoever the exercise of the Option by the Optionee or the rights of the Optionee to the Property as contemplated by this Agreement.

10. NECESSARY CONSENTS

10.1 The Optionor and the Trustee shall use their respective best efforts to obtain from the directors and shareholders, as applicable, and all appropriate federal, state, municipal or other governmental or administrative bodies such approvals or consents as are required (if any) to complete the Transaction contemplated herein.

11. FILING STATEMENT

11.1 The Optionee will, subject to the prior review and approval of the Optionor (such approval not to be unreasonably withheld), prepare the Filing Statement (including supplements or amendments thereto). The Optionor and the Trustee will furnish to the Optionee all information regarding the Optionor, the Trustee, and the Assets as may reasonably be required to be included in the Filing Statement pursuant to applicable law. Each of the Parties will:

(a) ensure that all information provided by it or on its behalf that is contained in the Filing Statement does not contain any misrepresentation or any untrue statement of a material fact or omit to state a material fact required to be stated in the Filing Statement and necessary to make any statement that it contains not misleading in light of the circumstances in which it is made; and

(b) promptly notify the other Parties if, at any time before the closing of the Qualifying Transaction, it becomes aware that the Filing Statement contains a misrepresentation, an untrue statement of material fact, omits to state a material fact required to be stated in those documents that is necessary to make any statement it contains not misleading in light of the circumstances in which it is made or that otherwise requires an amendment or a supplement to those documents.

12. PUBLIC ANNOUNCEMENT

12.1 Immediately after the execution of this Agreement, the Optionee will issue a public announcement, announcing the entry into this Agreement, which announcement shall address all matters required by the Exchange policies and shall be in form and substance acceptable to the Optionee and the Optionor, acting in a commercially reasonable manner. No Party shall issue any news release or public statements inconsistent with such public announcement.

13. FINANCIAL STATEMENTS OF OPTIONOR

13.1 Following the execution of this Agreement, and if required by the Exchange, the Optionee will prepare an auditor reviewed pro forma statement of financial position of the Optionee as at July 31, 2011 in accordance with IFRS which will incorporate financial information of the assets and liabilities of the Optionee as at July 31, 2011 and will assume the initial payment to the Optionor

under this Agreement as at July 31, 2011 or as otherwise required by the Exchange (the "**Financial Statements**"). If required, the Optionor will provide copies of all documents and financial information of the Optionor that is reasonably required by management and the auditor of the Optionee in order to complete the Financial Statements on a priority basis.

14. TECHNICAL REPORT

14.1 Following execution of this Agreement, the Optionee will prepare the Technical Report in accordance with National Instrument 43-101. The Optionor and the Trustee agree to provide all reasonable assistance to the Optionee in the completion of the Technical Report, including providing all material information and documents related to same.

15. FINDER'S FEE

15.1 The Parties hereto acknowledge that the Optionee has entered into a Finder's Fee Agreement with the Finder, whereby the Optionee has agreed to issue the Finder such number of Common Shares on the Closing Date that is equal to the maximum finder's fee payable in accordance with the policies of the Exchange in consideration for the Finder's assistance with respect to the Transaction.

16. MUTUAL CONDITIONS PRECEDENT

16.1 The obligation of the Optionor and the Trustee to grant the Option on the Closing Date shall be subject to the prior completion of the following mutual conditions:

(a) the Exchange will have given final acceptance of the Transaction;

(b) there will not be in force any order or decree restraining or enjoining the grant of the Option; and

(c) all consents, orders and approvals required, necessary or desirable for the completion of the transactions provided for in this Agreement shall have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances, all on terms satisfactory to each of the Parties hereto, acting reasonably.

17. OPTIONOR AND TRUSTEE'S CONDITIONS PRECEDENT

17.1 The obligation of the Optionor and the Trustee to consummate the Transaction on the Closing Date shall be subject to the prior completion of the following conditions:

(a) the representations and warranties of the Optionee contained in this Agreement will have been true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such Closing Date, save and except in any case which would not have a material adverse effect; and

(b) the Optionee will have performed, fulfilled or complied with, in all material respects, all of its obligations, covenants and agreements contained in this Agreement to be fulfilled or complied with by the Optionee at or prior to the Closing Date.

18. OPTIONEE'S CONDITIONS PRECEDENT

18.1 The obligation of the Optionee to consummate the Transaction on the Closing Date shall be subject to the prior completion of the following conditions:

(a) the representations and warranties of the Optionor and the Trustee contained in this Agreement will have been true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such Closing Date, save and except in any case which would not have a Material Adverse Effect;

(b) the Optionor and the Trustee will have performed, fulfilled or complied with, in all material respects, all of the obligations, covenants and agreements contained in sections 3.1, 7, 10, 11, 13, 14, 20, and 27.2 of this Agreement to be fulfilled or complied with by the Optionor or the Trustee, as applicable, at or prior to the Closing Date; and

(c) the Optionee completing and being reasonably satisfied with its due diligence on the Assets as set out in Section 7.

19. CLOSING

19.1 The Closing will take place on the Closing Date at the offices of the counsel for the Optionee or at such other location as agreed to by the Parties. Notwithstanding the location of the Closing, each Party agrees that the Closing may be completed by the exchange of undertakings between the respective legal counsel for the Parties, provided such undertakings are satisfactory to each Party's respective legal counsel.

20. CLOSING DELIVERIES OF THE OPTIONOR AND THE TRUSTEE

20.1 At Closing, the Optionor and the Trustee will deliver or cause to be delivered the following, duly executed and in the form and substance reasonably satisfactory to the Optionee:

(a) all information in the possession or control of the Optionor and the Trustee with respect to the Property (including the Exploration Data), which has not been previously delivered to the Optionee;

(b) a certificate of a senior officer of the Optionor attesting that:

(i) the representations and warranties of the Optionor are true and correct at the Closing Date as if made at that time,

(ii) all agreements, covenants and conditions required by this Agreement to be complied with or performed by the Optionor on or before the Closing Date have been complied with or performed, and

(iii) all conditions precedent to the obligations of the Optionor contained in this Agreement have been satisfied or waived;

(c) a certificate of the Trustee attesting that:

(i) the representations and warranties of the Trustee are true and correct at the Closing Date as if made at that time,

(ii) all agreements, covenants and conditions required by this Agreement to be complied with or performed by the Trustee on or before the Closing Date have been complied with or performed, and

(iii) all conditions precedent to the obligations of the Trustee contained in this Agreement have been satisfied or waived; and

(d) such other closing documents as may be required by the Optionee, acting reasonably.

21. CLOSING DELIVERIES OF THE OPTIONEE

21.1 At Closing, the Optionee will deliver or cause to be delivered the following, duly executed and in the form and substance reasonably satisfactory to the Optionor:

(a) a certified cheque or bank draft in the amount of $15,000 payable to the Optionor;

(b) a share certificate evidencing 200,000 Common Shares that are issuable to the Optionor in accordance with subsection 3.2(b)

(c) a share certificate evidencing Common Shares that are issuable to the Finder in accordance with section 15.1;

(d) reasonable evidence that the Exchange has given final approval of the Transaction;

(e) a certificate of a senior officer of the Optionee attesting that:

(i) the representations and warranties of the Optionee are true and correct at the Closing Date as if made at that time;

(ii) all agreements, covenants and conditions required by this Agreement to be complied with or performed by the Optionee on or before the Closing Date have been complied with or performed; and

(iii) all conditions precedent to the obligations of the Optionee contained in this Agreement have been satisfied or waived; and

(f) such other closing documents as may be required by the Optionor, acting reasonably.

22. NOTIFICATION

22.1 During the Option Period, each of the Parties will promptly notify the other Parties in writing if, after the date of this Agreement, it becomes aware of:

(a) any fact or condition that causes or constitutes a material breach of any of its representations and warranties;

(b) the occurrence, after the date of this Agreement, of any fact or condition that would cause or constitute a material breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition; or

(c) the occurrence of any material breach of any of its covenants in this Agreement or of the occurrence of any event that may make the satisfaction of such conditions impossible or unlikely.

23. CONFIDENTIAL INFORMATION

23.1 No information furnished by the Optionee to the Optionor or the Trustee hereunder in respect of the activities carried out on the Property by the Optionee, or related to the sale of minerals, ore, bullion or other product derived from the Property, shall be published or disclosed by the Optionor or the Trustee without the prior written consent of the Optionee, but such consent in respect of the reporting of factual data shall not be unreasonably withheld, and shall not be withheld in respect of information required to be publicly disclosed pursuant to applicable securities or corporation laws, regulations or policies.

24. SURRENDER OF PROPERTY INTEREST

24.1 The Optionee may at any time elect to abandon its interest in the Property or in any one or more mineral claims comprising the Property and in this Agreement by giving notice to the Optionor and the Trustee of any such intention, provided that:

(a) all obligations of the Optionee under this Agreement which are required to be satisfied on or before the date of the notice of abandonment have been satisfied;

(b) the requisite assessment work has been recorded and filed for the Property in order to keep the Property or any part thereof so abandoned in good standing for six (6) months after the date of such abandonment; and

(c) a minimum of $100,000 of Exploration Expenditures has been incurred on the Property by the Optionee since the date of this Agreement.

24.2 If the Optionee has not incurred a minimum of $100,000 of Exploration Expenditures for the Property since the date of this Agreement, the Optionee shall pay the Optionor $100,000 representing the genuine estimated liquidated damages of the breach of the obligation in paragraph 24.1(c).

25. TRANSFER OF PROPERTY INTEREST

25.1 The Optionee (the "**Transferring Party**") may at any time sell, transfer or otherwise dispose of all or any portion of its interest in and to the Property and this Agreement, provided that:

(a) the Optionee has spent a minimum of $200,000 in Exploration Expenditures on the Property since the date of this Agreement;

(b) the obligations of the Optionee hereunder shall continue unless released in writing by the Optionor; and

(c) any purchaser, assignee or transferee of any such interest shall have first delivered to the Optionor its agreement binding itself to this Agreement and containing:

(i) a covenant by such transferee to perform all the obligations of the Transferring Party to be performed under this Agreement in respect of the interest to be acquired by it from the Transferring Party; and

(ii) a provision subjecting any further sale, transfer or other disposition of such interest in the Property and this Agreement or any portion thereof to the restrictions contained in this Section.

26. AREA OF INTEREST

26.1 If the Optionor, the Trustee or any of its affiliates stakes or otherwise acquires any interest in mineral claims or any other form of mineral tenure (the "**AOI Tenure**") located wholly or partly in an area (the "**Area of Interest**") within two (2) kilometres from any portion of the Property as it exists at the date of execution of this Agreement, the Optionor or the Trustee, as applicable, shall forthwith give notice to the Optionee of such staking or acquisition, the costs thereof and all details in its possession with respect to the nature of the AOI Tenure and the known mineralization thereon. Upon delivery of such notice, the Optionee may elect by notice to the Optionor or the Trustee, as applicable, to require that such AOI Tenure be included in and thereafter form part of the Property. If the Optionee so elects and if such AOI Tenure was staked or acquired by the Optionee, the Trustee or any of its affiliates, the staking or acquisition costs shall constitute Exploration Expenditures. If the Optionee so elects and if such AOI Tenure was staked or acquired by the Optionor, the Trustee or any of its affiliates, the Optionee shall reimburse the Optionor or the Trustee, as applicable, for the staking or acquisition costs, which reimbursed costs shall also constitute Exploration Expenditures.

27. SECURITIES LAWS

27.1 The Parties hereto acknowledge that the issuance of the Common Shares by the Optionee to the Optionor as contemplated herein will be made pursuant to an exemption from the prospectus requirements of applicable securities laws pursuant to Section 2.13 of National Instrument 45-106.

27.2 The Optionor acknowledges, agrees and covenants with the Optionee that:

(a) it will comply with all requirements of applicable securities laws in connection with the issuance to it of the Common Shares and the resale of any of the Common Shares; and

(b) the Common Shares have not been registered under the United States *Securities Act of 1933*, as amended (the "**U.S. Securities Act**") or the securities laws of any State of the United States and that the Optionee does not intend to register the Common Shares under the U.S. Securities Act, or the securities laws of any State of the United States and has no obligation to do so. The Optionor is not a "**U.S. person**" (as that term is defined in Regulation S under the U.S. Securities Act) and is not purchasing the Common Shares for the account or benefit of any U.S. persons; provided, however, that the Optionor may sell or otherwise dispose the Common Shares pursuant to registration thereof under the U.S. Securities Act and any applicable State securities laws or pursuant to any available exemption from such registration requirements.

27.3 Upon the issuance of each tranche of the Common Shares to the Optionor, and until such time as is no longer required under applicable securities laws, the certificates representing the Common Shares will bear the following legend required under National Instrument 45-102 in substantially the following form:

> UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [INSERT THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE DISTRIBUTION DATE].

27.4 If any of the Common Shares are required to be escrowed pursuant to the policies of the Exchange, and all rights of protest or appeal have been exhausted by the Parties, the Optionor agrees to sign any such escrow agreement and abide by any such restrictions as may be so imposed by the Exchange.

28. COLLECTION OF PERSONAL INFORMATION

28.1 The Optionor and the Trustee each acknowledges and consents to the fact that the Optionee is collecting the Optionor and the Trustee's personal information which may be disclosed by the Optionee to:

(a) an Exchange or securities regulatory authorities;

(b) the Optionee's registrar and transfer agent;

(c) Canadian tax authorities; and

(d) authorities pursuant to the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada).

28.2 By executing this Agreement, the Optionor and the Trustee each consents to the foregoing collection, use and disclosure of the Optionor and the Trustee's personal information and to the retention of such personal information for as long as permitted or required by law or business practice. The Optionor and the Trustee also each consents to the filing of copies or originals of any of the Optionor or the Trustee's documents described herein as may be required to be filed with the Exchange or any securities regulatory authority in connection with the transactions contemplated hereby. An officer of the Optionee is available to answer questions about the collection of personal information by the Optionee.

29. TERMINATION NOTICE

29.1 Until such time as the Optionee has exercised the Option by satisfying the obligations set out in Section 3.2, this Agreement shall be an option only and:

(a) subject to Section 8.2, the Optionee may terminate the Agreement upon the expiration of thirty (30) days prior notice in writing to the Optionor for any reason whatsoever,

(b) this Agreement shall terminate immediately if final approval of the Exchange for the Transaction is not obtained on or before one-hundred and eighty (180) days after the Effective Date; and

(c) the Optionor may terminate the Agreement upon the expiration of thirty (30) days prior notice in writing to the Optionee of a breach of any condition or covenant herein contained on the part of the Optionee to be observed or performed if such breach has not theretofore been remedied.

30. DEFAULT

30.1 Notwithstanding anything in this Agreement to the contrary, if the Optionee, the Trustee or the Optionor (each referred to as a **"defaulting party"**) should be in default of any requirement herein set forth, one or more of the non-defaulting parties may give written notice to the defaulting party specifying the default and the defaulting party shall not lose any right granted under this Agreement unless within thirty (30) days after the giving of notice of default by the other party, the defaulting party has failed to cure any such default, in which event this Agreement may be terminated by one or more of the non-defaulting parties subject however to the obligation to deliver materials relating to the Property to the Optionor as set out in Section 8.2.

31. FORCE MAJEURE

31.1 If the Optionee is prevented from or delayed in complying with any provisions of this Agreement by reasons of strikes, labour disputes, lockouts, labour shortages, power shortages, fires, wars, acts of God, governmental regulations restricting normal operations or any other reason or reasons beyond the control of the Optionee, the time limited for the performance of the various provisions of Agreement as set out herein shall be extended by a period of time equal in length to the period of such prevention and delay.

31.2 The Optionee, insofar as is possible shall promptly give written notice to the Optionor of the particulars of the reasons for any prevention or delay under this Section and shall take all necessary steps to remove the cause of such prevention or delay and shall give written notice to the Optionor as soon as such cause ceases to exist.

32. ARBITRATION

32.1 Disputes between the parties arising out of or in connection with this Agreement or its interpretation will be settled in accordance with this Section and will be settled in the first instance available. If amicable settlement cannot be reached within thirty (30) days following written notice by one Party to the other Party of the existence of any such dispute, the matter will be submitted to binding arbitration in accordance with the provisions of this Section.

32.2 Following the expiry of the thirty (30) day notice period, any Party may refer any matter to arbitration by written notice to the others and, within fifteen (15) days after receipt of such notice, the parties will agree on the appointment of an arbitrator. No person will be appointed as an arbitrator hereunder unless such person agrees in writing to act.

32.3 If the parties cannot agree on a single arbitrator as provided in paragraph 32.2 either party may submit the matter to arbitration (before a single arbitrator) in accordance with the *Commercial Arbitration Act* (British Columbia) (the "**Act**").

32.4 Except as specifically provided in this Section, an arbitration hereunder will be conducted in accordance with the Act. The arbitrator will fix a time and place in Vancouver, British Columbia for the purpose of hearing the evidence and representations of the parties and he will preside over

the arbitration and determine all questions of procedure not provided for under such Act or this Section. After hearing any evidence and representations that the parties may submit, the arbitrator will make an award and reduce the same to writing and deliver one copy thereof to each of the Parties. The decision of the arbitrator will be made within thirty (30) days after his appointment, subject to any reasonable delay due to unforeseen circumstances. The expense of the arbitration will be paid as specified in the award. The Parties agree that the award of the single arbitrator will be final and binding upon each of them and will not be subject to appeal.

33. NOTICE

33.1 Any notice, payment and other communication or delivery required to be given under this Agreement will be addressed to the Parties at the addresses first set out herein or at such other address as the Parties may specify in writing from time to time. All such notices and other communications will be deemed to have been received (i) in the case of personal delivery, on the date of such delivery, (ii) in the case of a fax, when the Party sending such fax has received electronic confirmation of its delivery, (iii) in the case of delivery by internationally-recognized express courier, on the Business Day following dispatch, and (iv) in the case of mailing, on the fifth Business Day after the date of mailing except in the event of postal disruption, when notice of such disruption shall be delivered. Any party may, from time to time by notice in writing, change its address for the purpose of this Section.

34. ADDITIONAL TERMS

34.1 The terms of this Agreement shall be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

34.2 This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns, as the case may be.

34.3 Each of the Parties hereto agrees to execute such further and other deeds, documents and assurances and to do such further and other acts as may be necessary to carry out the true intent and meaning of this Agreement, fully and effectually.

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

34.5 This Agreement may be executed in several parts in the same form and such parts as so executed shall together form 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. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart hereof. The Parties acknowledge and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defense based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.

34.6 Words used herein importing the singular number only shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders and vice versa, and words importing persons shall include firms and corporations.

34.7 Time is hereby expressly made of the essence with respect to the performance by the Parties of their respective obligations under this Agreement.

34.8 Nothing contained in this Agreement shall cause a Party to be a partner, agent or legal representative of any other Party. It is intended that this Agreement shall not create the relationship of a partnership among the Parties and that no act done by any Party pursuant to the provisions hereof shall operate to create such a relationship.

34.9 All reference to monies hereunder are to Canadian dollars and all payments to be made to any Party hereunder may be made by certified cheque or bank draft mailed or delivered to such Party at its address for notice purposes as provided herein, or for the account of such Party at such bank or banks in Canada as such Party may designate from time to time by written notice. Said bank or banks shall be deemed to be the agent of the designating Party for the purpose of receiving, collecting and receipting such payment.

34.10 The headings of this Agreement are for convenience only and do not form a part of this Agreement and are not intended to affect the construction of anything herein contained or govern the rights and liabilities of the parties.

34.11 If anyone or more of the provisions contained herein should be invalid, unenforceable or illegal in any respect in any jurisdiction, the validity, legality and enforceability of such provision shall not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired thereby.

34.12 This Agreement may not be changed orally but only by an agreement in writing, duly executed by the Party or Parties against which enforcement, waiver, change, modification or discharge is sought.

[SIGNATURES ON FOLLOWING PAGE]

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

EASTLAND MANAGEMENT LTD.

Per: ______________________
Authorized Signatory

INDEFINITELY CAPITAL CORP.

Per: ______________________
Authorized Signatory

SIGNED, SEALED and DELIVERED by **R. TIMOTHY HENNEBERRY** in the presence of:

____
Signature

____
Print Name

____
Address

____

____
Occupation

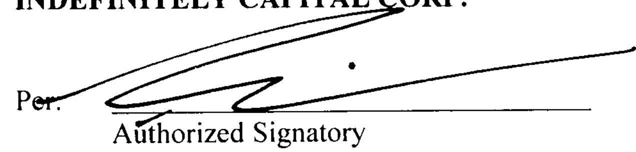
____
R. TIMOTHY HENNEBERRY

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

EASTLAND MANAGEMENT LTD.

Per: ______________________________
Authorized Signatory

INDEFINITELY CAPITAL CORP.



Per: ______________________________
Authorized Signatory

SIGNED, SEALED and DELIVERED by **R. TIMOTHY HENNEBERRY** in the presence of:

____
Signature

____
Print Name

____
Address

____

____
Occupation

____
R. TIMOTHY HENNEBERRY

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

EASTLAND MANAGEMENT LTD.

Per: ______________________________
Authorized Signatory

INDEFINITELY CAPITAL CORP.

Per: ______________________________
Authorized Signatory

SIGNED, SEALED and DELIVERED by **R. TIMOTHY HENNEBERRY** in the presence of:

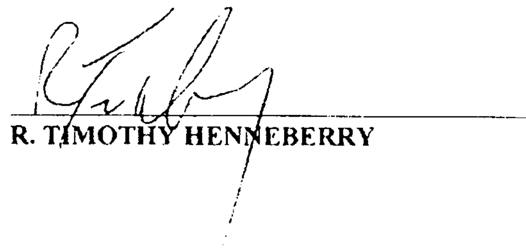
"Signed"
____
Signature

____
Print Name

____
Address

____

____
Occupation



R. TIMOTHY HENNEBERRY

SCHEDULE A

to the Option Agreement between
Eastland Management Ltd. and Indefinitely Capital Corp.
dated as of the 11th day of October, 2011

PROPERTY DESCRIPTION

Tenure Number	Claim Name	Owner	Map Number	Good To Date*	Area
580574	OTTER 1	111628	092H	2012/May /01	523.364
580575	OTTER 2	111628	092H	2012/May /01	104.673
580577	OTTER 3	111628	092H	2012/May /01	502.237
580578	OTTER 4	111628	092H	2012/May /01	523.337
580579	OTTER 5	111628	092H	2012/May /01	188.473
580601	OTTER 6	111628	092H	2012/May /01	502.407
580604	OTTER 7	111628	092H	2012/May /01	502.295
580605	OTTER 8	111628	092H	2012/May /01	502.54
580606	OTTER 9	111628	092H	2012/May /01	523.386
585259	OTTER 10	111628	092H	2012/May /01	502.088
585260	OTTER 11	111628	092H	2012/May /01	439.466
585261	OTTER 12	111628	092H	2012/May /01	481.69
Total					**5295.956**

SCHEDULE B

to the Option Agreement between
Eastland Management Ltd. and Indefinitely Capital Corp.
dated as of the 11th day of October, 2011

NET SMELTER RETURN ROYALTY

1. DEFINITIONS

1.1 For the purposes of this Schedule B and of calculating the amount of Royalty payable hereunder:

(a) "**net smelter returns**" means the net proceeds actually paid to the Optionee from the sale by the Optionee of minerals and ores mined and removed from the Property or from the sale of the concentrates or other products derived therefrom, after deduction of the following:

(i) smelting costs, treatment charges and penalties including, but not being limited to, metal losses, penalties for impurities and charges for refining, selling and handling by the smelter, refinery or other purchaser; provided, however, in the case of leaching operations or other solution mining or beneficiation techniques, where the metal being treated is precipitated or otherwise directly derived from such leach solution, all processing and recovery costs incurred by the Optionee, beyond the point at which the metal being treated is in solution, will be considered as treatment charges;

(ii) costs of handling, transporting and insuring ores, minerals and other materials or concentrates from the Property or from a concentrator, whether situated on or off the Property, to a smelter, refinery or other place of treatment; and

(iii) ad valorem taxes and taxes based upon production, but not income taxes.

(b) "**Operator**" means the Party responsible for the carrying on of the operations relating to the Property;

(c) "**Owner**" means the person or persons that own an interest in the Property as at the relevant time including, without limitation, the Operator if the Operator has such an interest;

(d) "**Recipient**" means the Party or Parties that are from time to time entitled to be paid the Royalty hereunder; and

(e) "**year**" means the calendar year and a reference to a subdivision of a year (i.e. a quarter) means a reference to the relevant subdivision of a calendar year.

1.2 All capitalized terms not defined in this Schedule B shall have the meaning ascribed to those terms in the Option Agreement dated as of October 11, 2011 among Eastland Management Ltd., Indefinitely Capital Corp. and R. Timothy Henneberry to which this Schedule B is attached and forms a part of.

2. CALCULATION AND PAYMENT OF ROYALTY

2.1 All calculations and computations relating to the Royalty shall be carried out in accordance with generally accepted accounting principles and good mining practice.

2.2 Subject to the provisions hereof, the amount of Royalty payable to the Recipient hereunder shall be calculated by the Operator as at the end of each quarter and shall be payable to the Recipient on or before the 15th day of the next following quarter; provided, however, that the Operator shall deduct from Royalty otherwise payable the amount of any advance Royalty paid pursuant to the Agreement until such time as the aggregate amount of the advance Royalty so paid has been so deducted. It is understood and agreed between the parties that no Royalty shall be payable in regard of any forward selling or hedging transaction carried out by the Operator.

2.3 With each payment of Royalty, the Operator shall deliver to the Recipient a statement indicating the nature of the payment being made, if any, the manner in which it was determined and, as at the date of such calculation, the aggregate amount of advance Royalty, if any, paid and not deducted hereunder. If no Royalty is payable in any quarter, the Operator shall deliver a statement accordingly. Within 90 days after the end of each year in which Royalty is payable, or save for deduction of advance Royalty previously paid would be payable, the Operator shall deliver to the Recipient a certificate confirming the determination of the amount of Royalty paid or otherwise payable during the said year.

2.4 The Operator shall keep separate accounts relating to its operations hereunder and, upon the prior written request of the Recipient, duly authorized representatives of the Recipient may have access to such accounts for the purpose of confirming any information contained in a statement delivered to the Recipient pursuant to the provisions of Section 2.3 this Schedule B; provided, always, that such access shall not interfere with the affairs of the Operator. The Recipient shall have the right to make copies of or take extracts from such accounts (but only for its own use and which shall remain confidential).

2.5 In case of difference between what was paid as Royalty in the corresponding quarter as confirmed in the certificate mentioned in Section 2.3 above, the Recipient shall complain to the Operator in writing explaining the reason of the difference and the Operator shall have 15 days after receiving the complaint to answer and support its calculations, otherwise it shall pay the difference between what it paid and the amount determined by the Recipient. In case the difference continues, the parties shall, within the following 15 days after the end of the first period for the Operator to answer Recipient, appoint an arbitrator under the under the Rules of the British Columbia International Commercial Arbitration Centre to determine the final amount of Royalties payable during the disputed quarter. The expenses and fees of the arbitrator shall be borne by the Recipient if the decision reached hereunder does not increase the paid Royalties to the Recipient by more than 1%, and otherwise by the Operator. Unless the Recipient complains to the Operator within 30 days of the receipt of the Royalty, the payment and amount of the Royalty shall conclusively be deemed to be correct and the Recipient shall have waived its right to challenge such payment.

2.6 For the purpose of calculating the amount of Royalty payable to the Recipient hereunder only, if any one or product derived from one mined from the Property is retained by the Operator or Owner or sold to a company associated with the Operator or Owner, and if the sale price of such product is not negotiated on an arm's length basis, the Operator shall, for the purposes of calculating net smelter return available to pay the Royalty hereunder only and notwithstanding the actual amount of such sale price, add to any moneys actually received with respect to such

sale an amount which the Operator considers sufficient to make the same represent a reasonable sale price for such product as if negotiated at arm's length.

2.7 The Operator shall by notice inform the Recipient of the quantum of such reasonable sale price referred to in Section 2.6 above and, if the Recipient does not object thereto within 45 days after receipt of such notice, said quantum shall be final and binding for the purposes of this Section 2.

2.8 If the Recipient objects to such quantum by notice delivered to the Operator within the said 45 days, then the quantum of such reasonable sale price shall be decided by arbitration as follows: the Recipient shall nominate one arbitrator and shall notify the Operator of such nomination and the operator shall, within 45 days after receiving such notice, nominate another arbitrator and the two arbitrators shall select an umpire to act jointly with them. If the said arbitrators shall be unable to agree in the selection of such umpire, the umpire shall be a person designated by the President or any Vice-President of the Canadian Institute of Mining and Metallurgy, provided that such person is not an employee of the Owner or any company affiliated with the Owner. The umpire shall fix the time and place for the purpose of hearing such evidence and representations as either or the parties hereto may present and, subject to the provisions hereof, the decision of the arbitrators and umpire, or any two of them, in writing shall be binding upon the parties hereto. The said arbitrators and umpire shall, after hearing any evidence and representations that the parties may submit, make their award, reduce the same to writing and deliver one copy thereof to each of the parties hereto. The majority of the umpire and arbitrators may determine any matters of procedure for the arbitration not specified herein. If the Operator fails within the said 45 days to nominate an arbitrator, then the arbitrator nominated by the Recipient may proceed alone to determine the dispute in such manner and at such time as he shall think fit and his decision shall, subject to the provisions hereof, be binding upon the parties hereto.

2.9 The expense of the arbitration shall be paid by the Recipient if the decision reached hereunder does not increase such quantum by more than a 1% of the quantum set forth in the notice hereinbefore referred to and otherwise by the Operator. Insofar as they do not conflict with the provisions hereof, the Rules of the British Columbia International Commercial Arbitration Centre, as amended or replaced from time to time, shall be applicable.

3. COMINGLING OF MINERALS FROM OTHER PROPERTIES

3.1 In the event the Optionee commingles minerals from the Property with minerals from other properties, the Optionee will establish procedures, in accordance with sound mining and metallurgical techniques, for determining the proportional amount of the total recoverable metal content in the commingled minerals attributable to the input from each of the properties by calculating the same on a metallurgical basis, in accordance with sampling schedules and mining efficiency experience, so that production royalties applicable to minerals produced from the Property may reasonably be determined.