

RUBY RANGE PROPERTY OPTION AGREEMENT

THIS AGREEMENT is dated for reference as of November 9, 2011.

AMONG:

WEST POINT RESOURCES INC., a British Columbia corporation having offices at 7934 Government Road, Burnaby, British Columbia, V5A 2E2

("West Point")

OF THE FIRST PART

AND:

ROCKHAVEN RESOURCES LTD., a British Columbia corporation having offices at 1016 – 510 West Hastings Street, Vancouver, British Columbia, V6B 1L8

("Rockhaven")

OF THE SECOND PART

AND:

ARCHER, CATHRO & ASSOCIATES (1981) LIMITED, a British Columbia corporation having offices at 1016 – 510 West Hastings Street, Vancouver, British Columbia, V6B 1L8

("Archer Cathro")

OF THE THIRD PART

WHEREAS:

- A. Rockhaven has represented to West Point that it holds a 100% beneficial interest in and to 416 mineral claims located in the Whitehorse Mining District, Yukon Territory (the "Property"), as more particularly defined herein; and
- B. Rockhaven wishes to grant to West Point and West Point wishes to acquire, the right to earn a 100% interest in and to the Property on the terms and subject to the terms and conditions contained in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutual promises, covenants, conditions, representations and warranties herein set out, the parties agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.1 For the purposes hereof the following words and phrases shall have the following meanings:
- (a) "**Affiliate**" shall have the meaning attributed to such term in the Business Corporations Act (British Columbia);
 - (b) "**After Acquired Property**" means any and all direct, indirect, legal or beneficial interests in any mineral claim, lease or other form of mineral interest acquired by or on behalf of either of West Point or Rockhaven during the currency of this Agreement and located

within five (5) kilometres of the outer perimeter of any of the mineral claims comprising the Property;

- (c) **“Agreement”** means this Agreement, as amended from time to time;
- (d) **“Business Day”** means a day other than a Saturday, Sunday or any day on which chartered banks in the City of Vancouver, British Columbia are not open for business during normal banking hours;
- (e) **“Commercial Production”** means the commercial exploitation of Minerals but does not include milling for the purpose of testing or milling or leaching at a pilot plant or during an initial tune-up period of a plant. Commercial Production will be deemed to have commenced:
 - (i) if a plant is located on the Property, as soon as Minerals are processed at the plant and shipped from the Property on a reasonably regular basis for the purpose of earning revenue; or
 - (ii) if no plant is located on the Property, as soon as Minerals are shipped from the Property on a reasonably regular basis for the purpose of earning revenue;
- (f) **“Exchange”** means the TSX Venture Exchange;
- (g) **“Exchange Acceptance”** means the commencement of trading of West Point common shares on the Exchange;
- (h) **“Expenditures”** means any amounts spent by a party, directly or indirectly, on or in connection with the Property for the purposes of ascertaining the existence, location, quality, quantity or commercial value of deposits of Minerals on the Property, including:
 - (i) prospecting, exploration, evaluation, and development of the Property;
 - (ii) payments of fees, duties, or other charges or deductions to acquire, maintain or as required by any license, permit, or other documents issued by governmental bodies or other persons granting the right to use mineral resources and surface lands in respect of the Property; and
 - (iii) all other expenses incurred in connection with the Property, prospecting licenses, mining leases, or this Agreement, including expenses for all permits and documents issued by any government or its authorized agent, environmental and other studies, charges incurred for site preparation, engineering, surveying, permits, equipment rental, third-party contractor services, construction of roads, costs of equipment and supplies, labour costs, legal fees, all fees under any consulting agreement, and all direct salary and field expenses of exploration personnel, transportation costs;
- (i) **“Minerals”** means any and all ores (including concentrates and precipitates derived therefrom) and minerals, precious and base, metallic and non-metallic, in, on or under the Property which may lawfully be explored for, mined and sold;
- (j) **“Operations”** means all activities carried out in connection with the prospecting, exploring, evaluation, development, and mining of Minerals, including, without limitation,

prospecting, exploration, the development of a mine, the mining, extraction, treatment, storage and processing of Minerals, distribution of Minerals, the acquisition and relinquishment of properties or the construction of any improvements, personality, fixtures or equipment reasonably necessary therefore, and any other activities or operations related to or necessary for exploration, development, and mining of Minerals on, in or under the Property;

- (k) **“Operator”** means West Point unless the parties mutually agree otherwise;
- (l) **“Option”** means the sole, exclusive and irrevocable right and option granted by Rockhaven to West Point to acquire an undivided one hundred percent (100%) legal and beneficial interest in and to the Property, as more particularly described in Section 3.1 hereof;
- (m) **“Option Period”** means the period from the date of this Agreement to and including the date of exercise or termination of the Option;
- (n) **“Property”** means those 416 Yukon quartz mineral claims as more particularly described in Schedule "A" to this Agreement, together with the surface rights, mineral rights, personal property and permits associated therewith and shall include any renewal thereof and any other form of successor or substitute title thereto;
- (o) **“Rockhaven Royalty”** means one and one-half percent (1.5%) of net smelter returns payable by West Point to Rockhaven as calculated and paid in accordance with Schedule "B" hereto;
- (p) **“Ross Agreement”** means that June 16, 2009 mining claim sales agreement between the estate of John Peter Ross and Rockhaven, a copy of which is attached hereto as Schedule "C";
- (q) **“Ross Royalty”** means one percent (1%) of net smelter returns payable by West Point to the estate of John Peter Ross as calculated and paid in accordance with the Schedule "B" to the Ross Agreement; and
- (r) **“Royalties”** means the Rockhaven Royalty and the Ross Royalty, collectively.

1.2 **Entire Agreement, Modification and Waiver**

This Agreement, together with any and all agreements, documents and other instruments to be delivered pursuant hereto or simultaneously herewith constitutes the entire agreement among West Point, Rockhaven and Archer Cathro pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of and between the parties hereto relating to the Property and there are no representations, warranties, covenants or other agreements among the parties hereto in connection with the subject matter hereof except as specifically set forth in this Agreement. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

1.3 Headings

The Articles, Sections and other headings contained herein are included solely for convenience, are not intended to be full or accurate descriptions of the content of this Agreement and shall not be considered part of this Agreement.

1.4 Currency

Unless otherwise indicated, all dollar amounts contained in this Agreement are and shall be construed to be in dollars in the lawful currency of Canada.

1.5 Schedules

The following Schedules attached to this Agreement are an integral part of this Agreement:

Schedule "A"	-	The Property
Schedule "B"	-	Rockhaven Royalty
Schedule "C"	-	Ross Agreement

ARTICLE 2 - REPRESENTATIONS AND WARRANTIES

2.1 Each of West Point and Rockhaven represents and warrants to the other parties that:

- (a) it is a company duly incorporated, validly subsisting and in good standing with respect to filing of annual reports under the laws of the jurisdiction of its incorporation or organization and is or will be qualified to do business in the jurisdiction in which the Property is located and to hold an interest in the Property;
- (b) it has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to in or contemplated by this Agreement and to carry out and perform all of its obligations and duties hereunder;
- (c) it has duly obtained all authorizations for the execution, delivery, and performance of this Agreement, and such execution, delivery and performance and the consummation of the transactions herein contemplated will not conflict with, or accelerate the performance required by or result in any breach of any covenants or agreements contained in or constitute a default under, or result in the creation of any encumbrance, lien or charge under the provisions of its constating or initiating documents or any indenture, agreement or other instrument whatsoever to which it is a party or by which it is bound or to which it may be subject and will not contravene any applicable laws; and
- (d) this Agreement, subject to receiving the requisite approval of the Exchange, constitutes a legal, valid and binding obligation of it 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 Rockhaven represents and warrants to West Point that:

- (a) except for the Ross Royalty, it is and up to the time of transfer to West Point of its interest in the Property will be, the sole beneficial owner of a 100% undivided interest in and to the Property;

- (b) the Property is accurately described in Schedule "A", have been duly and validly located and recorded and are in good standing in accordance with the requirements of the Quartz Mining Act (Yukon Territory);
- (c) title to the Property is registered in the name of Archer Cathro and is held in trust by Archer Cathro for Rockhaven;
- (d) except for the Royalties, the Property is free and clear of all liens, charges and encumbrances and are not subject to any right, claim or interest of any other person;
- (e) Rockhaven has the right to dispose of its interests in and to the Property, and, upon exercise of the Option, to convey or cause the conveyance to West Point of the Property, free and clear of all liens, charges, encumbrances, obligations and any restrictions except as provided for herein;
- (f) there is no adverse claim or challenge against or to the ownership of or title to the Property, or any portion thereof nor is there any basis therefor and there are no outstanding agreements or options to acquire or purchase the Property or any portion thereof or any interest therein and, except for the Royalties, no person has any royalty or interest whatsoever in production or profits from the Property or any portion thereof;
- (g) to the best of its knowledge and belief after having made reasonable inquiries, 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, and Rockhaven has not received, nor is it aware of any pending or threatened, notice of non-compliance with any environmental law;
- (h) during the period that Rockhaven has been the beneficial owner of the Property, all activities on, in or under the Property has been carried out in accordance with all applicable environmental laws and there are no environmental conditions existing on, in or under the Property to which any remedial action is required or any liability has or may be imposed under applicable environmental laws;
- (i) it has not 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; and
- (j) until the earlier of the exercise of the Option or the termination of this Agreement, Rockhaven will not, without the prior written consent of West Point, allow the Property to become subject to any claims, liens, security interests, charges and encumbrances of any nature or kind whatsoever or enter into any agreement (whether written or verbal) that may result in the creation of any such claims, liens, security interests, charges and encumbrances or otherwise restrict in any manner whatsoever the exercise of the Option by West Point as contemplated by this Agreement.

2.3 West Point represents, warrants and covenants to and with Rockhaven that:

- (a) it will use reasonable commercial efforts to obtain Exchange Acceptance on or before August 31, 2012;
- (b) it will observe the terms and the conditions of this Agreement and acknowledges that any interest it may acquire in the Property shall be subject to the Royalties;

- (c) immediately upon exercising the Option pursuant to Section 3.1 hereof, the Ross Agreement shall be deemed for all purposes to have been assigned from Rockhaven to West Point and West Point shall assume and be bound by all rights, duties and obligations contained in the Ross Agreement to the same extent as if it were an original party to the Ross Agreement;
- (d) during the Option Period, any and all legal or beneficial rights, title or interests in the Property held by West Point shall be held in trust for Rockhaven; and
- (e) it shall not directly or indirectly carry out any diamond drilling, reverse circulation drilling, percussion drilling or any other form of drilling on the Property prior to Exchange Acceptance.

2.4 Archer Cathro represents and warrants to West Point and Rockhaven that it holds no equitable interest in the Property and holds legal title to the Property as a bare trustee for Rockhaven.

2.5 The representations and warranties hereinbefore set out are conditions on which the parties have relied in entering into this Agreement, are to be construed as both conditions and warranties and shall, regardless of any investigation which may have been made by or on behalf of any party as to the accuracy of such representations and warranties, survive the closing of the transaction contemplated hereby and each of the parties will indemnify and save the other harmless from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any representation or warranty contained in this Agreement, and each party shall be entitled, in addition to any other remedy to which it may be entitled, to set off any such loss, damage or costs suffered by it as a result of any such breach against any payment required to be made by it to any other party hereunder.

ARTICLE 3 - GRANTING AND EXERCISE OF OPTION

3.1 Subject to the Royalties, Rockhaven hereby grants West Point the Option, to be exercisable by West Point:

- (a) paying Rockhaven not less than an aggregate \$525,000 as follows:
 - (i) \$25,000 upon execution of this Agreement;
 - (ii) \$25,000 on or before 60 days following the execution of this Agreement;
 - (iii) an additional \$100,000 on or before the first anniversary of this Agreement;
 - (iv) an additional \$125,000 on or before the second anniversary of this Agreement; and
 - (v) an additional \$250,000 on or before the third anniversary of this Agreement;
- (b) incurring Expenditures of not less than an aggregate \$1,000,000 as follows:
 - (i) \$200,000 on or before December 31, 2012;
 - (ii) an additional \$250,000 on or before December 31, 2013;
 - (iii) an additional \$250,000 on or before December 31, 2014; and

- (iv) an additional \$300,000 on or before December 31, 2015;
- (c) issuing to Rockhaven, shares in the capital of West Point as follows:
 - (i) 1,500,000 common shares upon execution of this Agreement;
 - (ii) 1,000,000 common shares on or before December 31, 2012;
 - (iii) 750,000 common shares on or before December 31, 2013; and
 - (iv) 750,000 common shares on or before December 31, 2014.

- 3.2 Upon receipt of Exchange Acceptance, West Point shall at its election, have the right to make up to one-half (1/2) of any or all cash payments required pursuant to Subsections 3.1 (a)(iii) or (iv) through the issuance of West Point common shares, provided that no such share issuance results in Rockhaven holding greater than 19.9% of the issued common shares of West Point immediately following such share issuance. The number of common shares to be issued in lieu of any cash payment pursuant to this Section 3.2 shall be calculated using the average closing price of West Point common shares on the Exchange for the 20 trading days immediately preceding the issuance of such common shares.
- 3.3 At any time during the term of this Agreement, West Point shall have the right but not the obligation to accelerate the payments set forth in Subsection 3.1(a) and the Expenditures set forth in Subsection 3.1(b) hereof. An acceleration of a Subsection 3.1(a) payment or a Subsection 3.1(b) Expenditure shall not obligate West Point to accelerate any or all subsequent Subsection 3.1(a) payments or Subsection 3.1(b) Expenditures.
- 3.4 Rockhaven hereby acknowledges that some or all of the West Point common shares to be issued to Rockhaven in accordance with Subsection 3.1(c) or Section 3.2 hereof, may be subject to escrow conditions, resale restrictions or hold periods pursuant to applicable corporate law, securities law or the policies of the Exchange.

ARTICLE 4 - IRREVOCABLE COMMITMENTS

- 4.1 The obligations to make the cash payments pursuant to Subsections 3.1 (a)(i) and (ii) and to issue shares pursuant to Subsection 3.1(c)(i) are irrevocable commitments on the part of West Point. Such commitments are not conditional upon West Point receiving Exchange Acceptance and shall survive any termination of this Agreement.

ARTICLE 5— REGISTRATION AND TRANSFER OF PROPERTY INTEREST

- 5.1 Concurrent with the execution of this Agreement by all parties, Rockhaven shall deliver to West Point such transfer documents (the "Claim Transfer Form") necessary to assign, transfer and register legal title to the Property in the name of West Point with the Whitehorse Mining Recorder. West Point shall within ten (10) Business Days of receipt of the Claim Transfer Form, file the said document with the Whitehorse Mining Recorder and have title to the Property registered in its name.
- 5.2 Upon the registration of title to the Property in the name of West Point pursuant to Section 5.1 hereof, Rockhaven shall in its sole discretion, be entitled to record a summary memorandum of this Agreement with the Whitehorse Mining Recorder.

- 5.3 Concurrent with the deliver by Rockhaven of the Claim Transfer Form pursuant to Section 5.1 hereof, West Point shall execute such transfer documents (hereinafter call the "Retransfer Documents") as Rockhaven may reasonably deem necessary to assign, transfer and register legal title to the Property in the name of Rockhaven, and shall deposit such documents with a mutually agreeable escrow agent (hereinafter call the "Escrow Holder"), together with a copy of this Agreement, there to be held in escrow upon the following terms:
- (a) Rockhaven and West Point do hereby instruct the Escrow Holder to deliver to Rockhaven the Retransfer Documents held by the Escrow Holder in respect of the Property upon receipt of either:
 - (i) notification in writing from West Point that the Retransfer Documents should be delivered to Rockhaven, or
 - (ii) a statutory declaration sworn by an officer of Rockhaven certifying that the Option has terminated pursuant to the provisions hereof, together with proof that thirty (30) days' written notice was given to West Point of Rockhaven's intention to request delivery thereof, and provided that no objection in writing to the intended delivery is first provided by West Point to the Escrow Holder; and
 - (b) Rockhaven and West Point jointly and severally agree to indemnify and save harmless the Escrow Holder from all claims, actions and damages arising out of its acting pursuant to the instructions herein contained; and
 - (c) West Point shall pay to the Escrow Holder all costs and expenses of the Escrow Holder for acting pursuant to the within instructions and the parties agree that the Escrow Holder shall not be considered as a party hereto where that expression is used herein.
- 5.4 West Point acknowledges that upon exercising the Option pursuant to Section 3.1 hereof, it shall hold its interest in the Property pursuant to the terms of this Agreement and the Ross Agreement.

ARTICLE 6 - AFTER ACQUIRED AND ABANDONED PROPERTIES

- 6.1 If at any time during the term of this Agreement any party (the "Acquiring Party") acquires any direct, indirect, legal or beneficial interest in an After Acquired Property, the Acquiring Party shall immediately give notice to the other party (the "Non-acquiring Party") of that acquisition, the total cost thereof and all information in the possession of the Acquiring Party with respect to the acquisition, the nature of the property acquired and the known mineralization.
- 6.2 The Non-acquiring Party may, within 30 days of receipt of the Acquiring Party's notice, by notice to the Acquiring Party, require that the mineral properties and the right or interest acquired be included in and thereafter form part of the Property for all purposes of this Agreement.
- 6.3 If West Point is the Non-acquiring Party and elects to have the interest acquired included as part of the Property pursuant to Section 6.2, West Point shall fully reimburse Rockhaven in respect of all reasonable costs related to the acquisition of such interest. West Point shall be entitled to apply such reimbursement costs as credits against its Subsection 3.1 (b) Expenditure obligations.
- 6.4 If Rockhaven is the Non-acquiring Party and elects to have the interest acquired included as part of the Property pursuant to Section 6.2, West Point shall be entitled to apply all of its reasonable costs related to such acquisition against any of its Subsection 3.1 (b) Expenditure obligations.

- 6.5 This Agreement shall immediately cease to apply to any and all interests acquired by the Acquiring Party where the Non-acquiring Party elects to exclude the interest acquired from the Property or fails to provide notice pursuant to Section 6.2.
- 6.6 Upon agreement by West Point and Rockhaven and in accordance with laws of the Yukon Territory, any mineral claims comprising all or part of a Property may be allowed to lapse, expire or otherwise be excluded from those lands comprising the Property (an "Abandoned Area").
- 6.7 Except for Section 6.8 hereof, upon abandonment, the terms and conditions of this Agreement shall not longer apply to an Abandoned Area.
- 6.8 Neither of Rockhaven nor West Point shall hold a residual legal or beneficial interest in an Abandoned Area and neither party nor any Affiliate of such party shall acquire any legal or beneficial interest in lands forming all or any part of such Abandoned Area for a period of three (3) years from the date of abandonment of such Abandoned Area. If either of West Point or Rockhaven or any Affiliate of such party acquires any legal or beneficial interest in all or any part of an Abandoned Area within the three (3) year period referred to in this Section 6.8, the provisions of Sections 6.1 through 6.4 of this Agreement shall apply to such interest.
- 6.9 The provisions of Section 6.8 hereof shall survive the termination of this Agreement for a period of three (3) years from the date of such termination.
- 6.10 If during a period of three (3) years following the exercise of the Option, West Point elects to abandon or allow all or any mineral claims comprising the Property to lapse, it shall provide Rockhaven with written notice of its intention to do so. Rockhaven shall have 30 days from receipt of such notice to elect to have title to those mineral claims being abandoned, transferred into its or Archer Cathro's name. All costs associated with such claim title transfers shall be borne by Rockhaven.
- 6.11 If Rockhaven fails to make an election within the 30 day period provided for in Section 6.10, Rockhaven shall be deemed to have elected not to have title to those mineral claims being abandoned pursuant to Section 6.10 transferred into its or Archer Cathro's name and West Point shall be entitled to allow such claims to lapse.
- 6.12 Any and all mineral claims allowed to lapse pursuant to Section 6.11 hereof shall be deemed to be an "Abandoned Area" as such term is defined in Section 6.6 hereof and the provisions of Sections 6.8 and 6.9 hereof shall apply to such Abandoned Area.

ARTICLE 7 - ACTIVITIES OF OPERATOR

- 7.1 The Operator, in consultation with the parties, shall have full right, power and authority to do everything necessary or desirable to determine the manner of exploration and development of the Property and, without limiting the generality of the foregoing, the right, power and authority to:
- (a) regulate access to the Property subject only to the right of the representatives of West Point and Rockhaven to have access to the Property at all reasonable times and on reasonable notice, for the purpose of inspecting work being done thereon but at their own risk and expense;
 - (b) employ and engage such employees, agents and independent contractors as the Operator may consider necessary or advisable to carry out its duties and obligations hereunder and in this connection to delegate any of its powers and rights to perform its duties and obligations hereunder;

- (c) execute all documents, deeds and instruments, do or cause to be done all such acts and things and give all such assurances as may be necessary to maintain good and valid title to the Property and each party hereby irrevocably appoints the Operator its true and lawful attorney to give effect to the foregoing and hereby agrees to indemnify and hold the Operator harmless from any and all costs, losses or damage sustained or incurred by the Operator directly or indirectly as a result of its exercise of its powers except where those powers have been exercised by the Operator in bad faith or with gross negligence; and
- (d) conduct such title examination and cure such title defects as may be advisable in the reasonable judgment of the Operator.

7.2 Unless otherwise agreed by the parties:

- (a) the Operator shall at all times, provide all parties with timely notice and disclosure of all material information related to the Property;
- (b) during periods of active field programs on the Property, the Operator shall provide all parties with a monthly update related to such Operations;
- (c) within one hundred and twenty (120) days of the completion of a field program for a calendar year, the Operator shall provide all parties with a geological report and where practicable shall provide copies of all data in a widely recognized digital form on such media as all parties may reasonably be able to access; and
- (d) during periods in which no Operations related to the Property are ongoing, the Operator, acting reasonably and in good faith, shall provide all parties with all information related to the Property that has not been previously been provided to the parties pursuant to Subsections 7.2(a), (b) or (c) of this Agreement.

ARTICLE 8 - OBLIGATIONS OF THE OPERATOR

8.1 During the term of this Agreement, the Operator shall, in regard to the Property:

- (a) maintain in good standing those licenses, mineral claims, concessions or other interests comprising the Property by the doing and filing of assessment work or the making of payments in lieu thereof and the performance of all other actions which may be necessary in that regard and in order to keep such mineral claims, concessions or other interests free and clear of all liens and other charges arising from the Operator's activities thereon except those at the time contested in good faith by the Operator;
- (b) indemnify the non-operating parties against and save such parties harmless from all costs, claims, liabilities and expenses that the non-operating parties may incur or suffer as a result of any injury (including injury causing death) to any director, officer, employee, agent or designated consultant of the parties hereto arising out of or attributable to the gross negligence or wilful misconduct of the Operator while such director, officer, employee or designated consultant is on the Property;
- (c) permit the parties hereto, at their own expense, reasonable and timely access to the results of the work done on the Property;
- (d) keep the Property free and clear of all liens, charges and encumbrances of every character arising from its operation hereunder (except for liens for taxes not then due,

other inchoate liens and liens contested in good faith by the Operator), and proceed with all reasonable diligence to contest or discharge any lien that is filed;

- (e) pay, when due and payable, all wages or salaries for services rendered in connection with the Property and all accounts for materials supplied on or in respect of any work or operation performed on the Property;
- (f) obtain and maintain, and cause any contractor or subcontractor to obtain and maintain comprehensive general liability insurance with a limit in keeping with industry standards and the level of activity undertaken;
- (g) do or cause to be done all work on the Property in a good and workmanlike fashion and in accordance with all applicable laws, regulations, orders and ordinances of any applicable governmental authority; and
- (h) indemnify and hold the non-operating parties harmless in respect of any and all costs, claims, liabilities and expenses arising out of or attributable to the gross negligence or wilful misconduct of the Operator with respect to the Operator's activities on the Property.

ARTICLE 9 - ENVIRONMENTAL INDEMNIFICATION

- 9.1 Rockhaven agrees to indemnify and save West Point harmless from and against any environmental claim suffered or incurred by West Point arising directly or indirectly from any operations or activities conducted in or on the Property, whether by Rockhaven, its employees or agents, prior to the date of execution of this Agreement.
- 9.2 West Point agrees to indemnify and save Rockhaven harmless from and against any environmental claim suffered or incurred by Rockhaven arising directly or indirectly from any operations or activities conducted in or on the Property, whether by West Point, its employees or agents, after the date of execution of this Agreement.
- 9.3 The provisions of this Article 9 shall survive any termination of this Agreement.

ARTICLE 10 – TERMINATION

- 10.1 West Point may, at any time prior to its exercise of the Option, terminate this Agreement in its entirety on thirty (30) days written notice to Rockhaven and except for the obligations set out in Section 4.1 and Section 10.5 hereof shall thereafter have no liability to Rockhaven as a result of such termination.
- 10.2 Upon termination pursuant to Section 10.1 hereof, West Point shall have no legal or beneficial interests in or to any lands or mineral rights within the Property. The Option is an option only in respect of the Property and except as specifically provided otherwise, nothing in this Agreement shall be construed as obligating West Point to do any acts or make any payments hereunder and any act or acts or payment or payments as shall be made hereunder shall not be construed as obligating West Point to do any further act or make any further payment.
- 10.3 Subject to the the obligations set out in Section 4.1 and Section 10.5 hereof, this Agreement shall terminate immediately if West Point:
 - (a) has not received Exchange Acceptance on or before 4:00 p.m. (Pacific) on August 31, 2012; or

- (b) is in breach of the provisions of Subsection 2.3(e) of this Agreement.
- 10.4 Subject to Section 15.1, either of West Point or Rockhaven may terminate this Agreement if at any time if:
- (a) the other party fails to perform any obligation required to be performed by it hereunder, or is in breach of a warranty given by it hereunder, which failure or breach materially interferes with the implementation and operation of this Agreement; or
 - (b) West Point does not make cash payments, issue shares or incur Expenditures in accordance with Section 3.1 hereof.
- 10.5 Notwithstanding any other provisions hereof, in the event of termination of this Agreement, West Point shall:
- (a) provide the Escrow Holder with notice in accordance with Subsection 5.3(a)(i) hereof;
 - (b) have the right and obligation to remove from the Property within 180 days of the effective date of such termination all equipment erected, installed or brought upon the Property by or at the instance of West Point;
 - (c) file or have filed all applicable assessment work to keep the Property in good standing for a period of not less than two (2) years after the date of termination of this Agreement;
 - (d) perform all reclamation work on the Property required under applicable mining and environmental laws as a result of Operations carried out by or on behalf of West Point; and
 - (e) provide Rockhaven with digital and hard copies of all information related to the Property that was not provided to Rockhaven pursuant to Section 7.2 hereof prior to termination.

ARTICLE 11 - TRANSFERS

- 11.1 Subject to Section 11.4 hereof, neither West Point nor Rockhaven shall sell, transfer or otherwise dispose of all or any part of its rights or interests under this Agreement without the prior written consent of the other party, such consent not to be arbitrarily or unreasonably withheld.
- 11.2 As a condition of any sale, transfer or other disposition of all or any part of West Point's or Rockhaven's rights or interests under this Agreement, the third party acquiring such rights or interests shall, prior to acquiring such rights or interests, agree to be bound by this Agreement and the Ross Agreement and shall deliver notice to that effect to all of the parties to this Agreement.
- 11.3 The Section 11.1 requirement for consent shall not apply to a corporate merger, consolidation, amalgamation, or reorganization related to West Point or Rockhaven, provided the surviving entity will assume the rights, obligations, and liabilities of the affected party to this Agreement.
- 11.4 West Point shall not be entitled to sell, transfer or otherwise dispose of all or any part of its rights or interests under this Agreement prior to receiving Exchange Acceptance.

ARTICLE 12 - FORCE MAJEURE

- 12.1 If any party to this Agreement is at any time prevented or delayed in complying with any provisions hereof by reason of strikes, lock-outs, labour shortages, power shortages, fuel shortages, fires, wars, insurrection, terrorist activities, inability to gain or maintain surface access not related to the misconduct of such party, acts of God, governmental regulations restricting normal operations, shipping delays or any other extraordinary reason or reasons beyond the control of such party, other than lack of funds, the effect of which would be to halt work on the Property, the time limited for the performance by such party of its obligations hereunder shall be extended by a period of time equal in length to the period of each such prevention or delay, but nothing herein shall discharge such party from its obligations hereunder to maintain the Property in respect of which it is the Operator in good standing.
- 12.2 Each party shall give prompt notice to the others of each event of force majeure under Section 12.1 hereof and upon cessation of such event shall furnish to the other party notice to that effect together with particulars of the number of days by which the obligations of the notifying party hereunder have been extended by virtue of such event of force majeure and all preceding events of force majeure.

ARTICLE 13 - CONFIDENTIAL INFORMATION

- 13.1 The parties to this Agreement shall keep confidential all books, records, files and other information supplied by any party to the other party or its employees, agents or representatives in connection with this Agreement or in respect of the activities carried out on the Property by any party, or related to the sale of minerals, or other products derived from the Property, including all analyses, reports, studies or other documents prepared by any party or its employees, agents or representatives, which contain information from, or otherwise reflects such books, records, files or other information. The parties shall use their reasonable commercial efforts to ensure that their employees, agents or representatives do not disclose, divulge, publish, transcribe, or transfer such information, in whole or in part, other than to an Affiliate where such disclosure is for routine corporate purposes, without the prior written consent of the other parties, which consent may not be arbitrarily or unreasonably withheld and which shall not apply to such information or any part thereof to the extent that:
- (a) it is required to be publicly disclosed pursuant to applicable securities or corporate laws or rules or requirements of any stock exchange, in which event the party seeking to make such disclosure shall provide to the non-disclosing party at least two (2) Business Days prior to making such disclosure, a written copy of such proposed disclosure, unless mutually agreed otherwise, and shall in good faith consider any comments the non-disclosing party may have on such proposed disclosure;
 - (b) the disclosure is reasonably required to be made to a taxation authority in connection with the taxation affairs of the disclosing party; or
 - (c) such information becomes generally disclosed to the public, other than as a consequence of a breach hereof by one of the parties to this Agreement.
- 13.2 Notwithstanding any other provision hereof each of West Point and Rockhaven agree to provide to the other party the text of any proposed news release or information update with respect to this Agreement or the Property at least two (2) Business Days prior to release of such information to third parties. The party receiving such proposed news release or information update shall review and comment on the text thereof within one (1) Business Day of receipt. The party proposing the

news release or information update shall in good faith review the comments provided and shall take reasonable steps to modify the news release or information update according to the concerns raised.

ARTICLE 14 - DISPUTE RESOLUTION

- 14.1 All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated with or derived therefrom, shall be referred to and finally resolved by arbitration under the rules of the British Columbia International Commercial Arbitration Centre.
- 14.2 The appointing authority shall be the British Columbia International Commercial Arbitration Centre and the case shall be administered at Vancouver, British Columbia, by the British Columbia International Commercial Arbitration Centre in accordance with its "Procedures for Cases under the BCICAC Rules".

ARTICLE 15 - DEFAULT

- 15.1 If at any time:
- (a) a party fails to perform any obligation required to be performed by it hereunder, or a party is in breach of a warranty given by it hereunder, which failure or breach materially interferes with the implementation and operation hereof; or
 - (b) West Point fails to make cash payments, issue West Point shares or incur Expenditures in accordance with Section 3.1 hereof;

the other parties may terminate this Agreement, but only if the non-defaulting parties shall have first given written notice of default to the defaulting party and the defaulting party has not, within thirty (30) Business Days following delivery of such notice of default:

- (i) cured such default;
 - (ii) commenced proceedings to cure such default by appropriate payment or performance, the defaulting party hereby agreeing that should it so commence to cure any default it will prosecute the same to completion without undue delay; or
 - (iii) delivered to the non-defaulting parties a notice contesting the notice of default and invoking Section 14.1 herein, in which case the provisions of this Article 15 will be suspended pending resolution of such dispute in accordance with Article 14 hereof.
- 15.2 Should the defaulting party fail to comply with the provisions of Section 15.1 hereof, the non-defaulting parties may thereafter terminate this Agreement, provided however any such termination is made by notice in writing given in accordance with Section 16.1 hereof.
- 15.3 The provisions of Subsection 15.1 hereof shall not apply and termination of this Agreement shall be immediate in the event of a breach of Subsection 2.3(e) hereof.

ARTICLE 16 - NOTICES

16.1 Any notice or other writing required or permitted to be given hereunder shall be sufficiently given a party or parties if delivered personally, if sent by prepaid registered mail or if transmitted by facsimile or other form of recorded communication tested prior to transmission:

(a) In the case of a notice to West Point, at:

West Point Resources Inc.
7934 Government Road
Burnaby, British Columbia
V5A 2E2

Attention: Rav Mlait

Facsimile No. 604-676-2767

(b) In case of a notice to Rockhaven at:

Rockhaven Resources Ltd.
1016 – 510 West Hastings Street
Vancouver, British Columbia
V6B 1L8

Attention: Ian Talbot, Chief Operating Officer

Facsimile No. (604) 688-2578

(c) In the case of Archer Cathro at:

Archer, Cathro & Associates (1981) Limited
1016 – 510 West Hastings Street
Vancouver, British Columbia
V6B 1L8

Attention: W. Douglas Eaton, Director

Facsimile No. (604) 688-2578

or at such other address or addresses as the parties to whom such writing is to be given shall have last notified the party giving the same in the manner provided in this Section 16.1. Any notice delivered to the party to whom it is addressed as heretofore provided shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day, then the notice shall be deemed to have been given and received on the Business Day next following such day. Any notice mailed as aforesaid shall be deemed to have been given and received on the seventh Business Day next following the date of its mailing. Any notice transmitted by facsimile or other form of recorded communication shall be deemed to be given and received on the first Business Day after its transmission.

ARTICLE 17 - GENERAL


- 17.1 No consent or waiver expressed or implied by any party in respect of any breach or default by any other party in the performance by such other of its obligations hereunder shall be deemed or construed to be a consent to or a waiver of any other breach of default.
- 17.2 No investigation made by or on behalf of any party to this Agreement or any of their respective advisors or agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation or warranty made or incorporated by reference herein by a party hereto or made pursuant thereto. No waiver by any party hereto of any condition, in whole or in part, shall operate as a waiver of any other condition.
- 17.3 Notwithstanding the right of any party hereto to fully investigate the affairs of the others, and notwithstanding any knowledge of facts determined or determinable by any other party hereto pursuant to such investigation or right of investigation, each of the parties hereto has the right to rely fully upon the representations, warranties, covenants and agreements of the other parties contained or otherwise incorporated by reference in this Agreement and of such other parties' Affiliates, officers and agents delivered pursuant to this Agreement.
- 17.4 All statements contained in any certificate or other instrument delivered by or on behalf of any party pursuant hereto or in connection with the transactions contemplated by this Agreement shall be deemed to be made by such party hereunder.
- 17.5 West Point, Rockhaven or Archer Cathro, as the case may be (hereinafter referred to as the "Indemnifying Party"), hereby covenant and agree to indemnify and save harmless the others (herein referred to as the "Indemnified Parties"), effective as and from the date hereof, from and against any claims, demands, actions, causes of action, damage, loss, costs, liability or expense, including reasonable legal expenses (hereinafter in this Section 17.5 called "Claims") which may be made or brought against the Indemnified Parties and/or which it may suffer or incur as a result of, in respect of or arising out of any non-fulfillment of any covenant or agreement on the part of the Indemnifying Party under this Agreement or any incorrectness in or breach of any representation or warranty of the Indemnifying Party contained or incorporated by reference herein or in any certificate or other document furnished by the Indemnifying Party pursuant to or in relation hereto. The foregoing obligation of indemnification in respect of such claims shall be subject to the requirement that the Indemnifying Party shall, in respect of any Claim made by any third party, be afforded an opportunity at its sole expense to resist, defend and compromise the same in a timely manner.
- 17.6 The parties shall promptly execute or cause to be executed all documents, deeds, conveyances and other instruments of further assurance and do such further and other acts which may be reasonably necessary or advisable to carry out fully and effectively the intent and purpose hereof or to record wherever appropriate the respective interests from time to time of the parties in the Property.
- 17.7 This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 17.8 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 17.9 Time shall be of the essence in this Agreement.

- 17.10 The preamble and Schedules attached hereto shall be deemed to be incorporated in, and to form part of, this Agreement.
- 17.11 West Point and Rockhaven agree that, other than as provided herein, each will pay its own costs, fees and expenses incurred in connection with the transactions contemplated herein.
- 17.12 Wherever the neuter and singular is used in this Agreement it shall be deemed to include the plural, masculine and feminine, as the case may be.
- 17.13 Nothing contained in this Agreement shall be deemed to constitute any party hereto the partner of another, nor, except as otherwise herein expressly provided, to constitute any party as the agent or legal representative of the others. It is not the intention of the parties hereto to create, nor shall this Agreement be construed to create, any mining, commercial or other partnership. None of the parties hereto shall have any authority to act for or to assume any obligation or responsibility on behalf of the other parties, except as otherwise expressly provided herein.
- 17.14 This Agreement may be signed by the parties in counterparts and may be delivered by facsimile, each of which when delivered will be deemed to be an original and all of which together will constitute one instrument.

IN WITNESS WHEREOF the parties to this Agreement have executed this Agreement as of the day and year first above written.


WEST POINT RESOURCES INC.

By:


Rav Mlati, President


ROCKHAVEN METALS LTD.

By:


Matthew Turner, Director & CEO

ARCHER, CATHRO & ASSOCIATES (1981) LIMITED

By:


W. Douglas Eaton, Director

SCHEDULE "A"
to that Option Agreement dated November 9, 2011
among West Point Resources Inc.,
Rockhaven Resources Ltd. and
Archer, Cathro & Associates (1981) Limited

<u>Claim Name</u>	<u>Grant Number</u>	<u>Mining District</u>	<u>Expiry Date</u>	<u>Registered Owner</u>
Delor 1-10	YB37735-YB37744	Whitehorse	March 10, 2018	Archer Cathro
Delor 11	YB38302	Whitehorse	March 10, 2018	Archer Cathro
Delor 12F-13F	YB38303-YB38304	Whitehorse	March 10, 2018	Archer Cathro
Delor 14	YB38305	Whitehorse	March 10, 2018	Archer Cathro
Delor 15F	YB38306	Whitehorse	March 10, 2018	Archer Cathro
Delor 16	YB38307	Whitehorse	March 10, 2018	Archer Cathro
Delor 17F	YB38308	Whitehorse	March 10, 2018	Archer Cathro
Delor 18	YB38309	Whitehorse	March 10, 2018	Archer Cathro
Delor 19F	YB38310	Whitehorse	March 10, 2018	Archer Cathro
Delor 20	YB38311	Whitehorse	March 10, 2018	Archer Cathro
Delor 21F	YB38312	Whitehorse	March 10, 2018	Archer Cathro
Delor 22-24	YB38313-YB38315	Whitehorse	March 10, 2018	Archer Cathro
Delor 25-48	YB47116-YB47139	Whitehorse	March 10, 2015	Archer Cathro
Delor 49-64	YB54418-YB54433	Whitehorse	March 10, 2015	Archer Cathro
Delor 65F	YB54434	Whitehorse	March 10, 2015	Archer Cathro
Delor 66-95	YB54435-YB54464	Whitehorse	March 10, 2015	Archer Cathro
Delor 96F	YB54465	Whitehorse	March 10, 2015	Archer Cathro
Delor 97-116	YB54466-YB54485	Whitehorse	March 10, 2015	Archer Cathro
Delor 117F	YB54486	Whitehorse	March 10, 2015	Archer Cathro
Delor 118-120	YB54487-YB54489	Whitehorse	March 10, 2015	Archer Cathro
Delor 121F	YB54490	Whitehorse	March 10, 2015	Archer Cathro
Delor 122-129	YB54491-YB54498	Whitehorse	March 10, 2015	Archer Cathro
Malou 1-6	YB35901-YB35906	Whitehorse	March 10, 2018	Archer Cathro
Malou 7-14	YB37727-YB37734	Whitehorse	March 10, 2018	Archer Cathro
Malou 15-20	YB38136-YB38141	Whitehorse	March 10, 2018	Archer Cathro
Malou 21-26	YB38218-YB38223	Whitehorse	March 10, 2018	Archer Cathro
Malou 27-34	YB38316-YB38323	Whitehorse	March 10, 2018	Archer Cathro
Malou 35F	YB38324	Whitehorse	March 10, 2018	Archer Cathro
Malou 36	YB38325	Whitehorse	March 10, 2018	Archer Cathro
Malou 37F	YB38326	Whitehorse	March 10, 2018	Archer Cathro
Malou 38	YB38327	Whitehorse	March 10, 2018	Archer Cathro

Malou 39F-40F	YB38328-YB38329	Whitehorse	March 10, 2018	Archer Cathro
Malou 41-52	YB47140-YB47151	Whitehorse	March 10, 2015	Archer Cathro
Mom 1-64	YC53850-YC53913	Whitehorse	March 10, 2015	Archer Cathro
Shut 5	YB38330	Whitehorse	March 10, 2017	Archer Cathro
Arc 1-74	YD09459-YD09532	Whitehorse	February 16, 2012	Archer Cathro
JPR 1-80	YD05501-YD05580	Whitehorse	March 10, 2014	Archer Cathro
JPR 81-84	YD09533-YD09536	Whitehorse	February 16, 2012	Archer Cathro
Wasp 47-58	YD094047-YD09458	Whitehorse	February 16, 2012	Archer Cathro

SCHEDULE "B"
to that Option Agreement dated November 9, 2011
among West Point Resources Inc.,
Rockhaven Resources Ltd. and
Archer, Cathro & Associates (1981) Limited

Rockhaven Royalty

1. Royalty Interest

The Rockhaven Royalty shall be equal to one and one-half percent (1.5%) of Net Smelter Revenues (as hereinafter defined). The Rockhaven Royalty will be calculated and paid to Rockhaven by West Point in accordance with the terms of this Schedule "B".

2. Calculation of Net Smelter Revenues

The Net Smelter Revenue will be calculated on a calendar quarterly basis and will be equal to Gross Revenue (as hereinafter defined) less Permissible Deductions (as hereinafter defined) for such quarter.

3. Interpretation

In addition to the defined terms set out in the Agreement, the following terms shall have the following meanings in this Schedule "B":

- (a) **"Gross Revenue"** means the aggregate of the following amounts (without duplication) accruing in each quarterly period following commencement of Commercial Production:
- (i) the revenue received by West Point from arm's length purchasers of all Minerals;
 - (ii) the fair market value of all Minerals sold by West Point in such period to persons not dealing at arm's length with West Point; and
 - (i) any proceeds of insurance on Minerals;
- (b) **"Permissible Deductions"** means the aggregate of the following charges (to the extent that they are not deducted by any purchaser in computing payment) that are incurred with respect to the Property in each quarterly period:
- (i) sales charges levied by any sales agent on the sale of Minerals;
 - (ii) transportation costs for Minerals from the Property to the place of beneficiation, processing or treatment and thence to the place of delivery of Minerals to a purchaser thereof, including shipping, freight, handling and forwarding expenses;
 - (iii) all costs, expenses and charges of any nature whatsoever which are either paid or incurred by West Point in connection with refinement or beneficiation of Minerals after leaving the Property, including all smelter and refinery charges and all weighing, sampling, assaying, representation and storage costs, metal losses and umpire charges, and any penalties charged by the processor, refinery or smelter, and

- (ii) all insurance costs on Minerals and any government royalties, third party royalties, production taxes, severance taxes and sales and other taxes levied on Minerals or on the production value thereof (other than income taxes of Rockhaven).

4. Additional Permitted Deductions

For greater certainty, and without limiting the generality of the foregoing, all charges deducted by an arm's length purchaser of Minerals whether for smelting, treatment, handling, refining, storage or any other operation on or service relating to the Minerals that occurs after the point of sale shall be considered to be legitimate deductions in arriving at the Net Smelter Revenue amount.

5. Calculation and Payment

The Rockhaven Royalty will be calculated and paid within 60 days after the end of each calendar quarter. Smelter settlement sheets, if any, and a statement setting forth calculations in sufficient detail to show the payment's derivation (the "Statement") shall be submitted with the payment.

6. Provisional Payments

In the event that final amounts required for the calculation of the Rockhaven Royalty are not available within the time period referred to in Section 5 of this Schedule B, then provisional amounts will be estimated and the Rockhaven Royalty paid on the basis of this provisional calculation. Positive or negative adjustments will be made to the Rockhaven Royalty payment of the succeeding quarter.

7. Segregation of Property

The determination of the Rockhaven Royalty is based on the premise that Commercial Production will occur solely on the Property. If other properties are incorporated into a single mining project and ores, concentrates or precipitates or other mineral resources pertaining to each are not readily segregated on a practical or equitable basis, the allocation of actual proceeds received and deductions therefrom shall be jointly negotiated by West Point and Rockhaven, with reference to practices used in mining operations that are of a similar nature. Either party shall be entitled to retain independent mining consultants as it considers necessary and the joint decision of the parties shall be final and binding.

8. Audit

Rockhaven may request an audit of the sales and related financial records maintained by West Point be conducted to verify the calculation of the Rockhaven Royalty for a particular calendar quarter. The audit shall be conducted by an independent auditor acceptable to Rockhaven and West Point. Rockhaven shall bear the full cost and expense of the audit unless it is determined that the Rockhaven Royalty calculated by West Point understated the actual amount due by more than ten (10%), in which case West Point shall pay all costs and expenses of the audit. West Point shall forthwith pay any deficiency to Rockhaven and Rockhaven shall forthwith repay any overpayment to West Point.

9. Arbitration

Any dispute arising out of or related to any report, payment, calculation or audit in respect of the Rockhaven Royalty shall be resolved solely by arbitration in accordance with Article 14 of the Agreement. No error in accounting or in the interpretation of this Agreement shall be the basis

for a claim of breach of fiduciary duty, or the like, or give rise to a claim for exemplary or punitive damages or for termination or rescission of this Agreement.

10. Contractual Right Only

The Rockhaven Royalty is a personal and contractual right only and does not grant or constitute any ownership, right, interest, entitlement, or security interest in the Property. Any party may assign its rights and interests under the Agreement, subject to the provisions of the Agreement.

SCHEDULE "C"
to that Option Agreement dated November 9, 2011
among West Point Resources Inc.,
Rockhaven Resources Ltd. and
Archer, Cathro & Associates (1981) Limited

Ross Agreement

MINING CLAIMS SALES AGREEMENT

THIS AGREEMENT is dated for reference the 16th day of June, 2009.

BETWEEN:

THE ESTATE OF JOHN PETER ROSS

(the "Vendor")

OF THE FIRST PART

AND:

ROCKHAVEN RESOURCES LTD., a company duly incorporated under the laws of the Province of Alberta and having offices at 1016 – 510 West Hastings Street, Vancouver, British Columbia, V6B 1L8

(the "Purchaser")

OF THE SECOND PART

WHEREAS:

A. The Vendor is the sole legal and beneficial owner of a one hundred percent (100%) right, title and interest in and to the Property (as defined below); and

B. The Vendor has agreed to sell to the Purchaser, and the Purchaser has agreed to purchase, a one hundred percent (100%) right, title and interest in and to the Property, subject to the Royalty Interest (as defined below) in favour of the Vendor, on the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutual promises, covenants, conditions, representations and warranties herein set out, the parties agree as follows:

1. INTERPRETATION

1.1 For the purposes of this Agreement, including the recitals and any schedules hereto, unless there is something in the subject matter or context inconsistent therewith, the following words and expressions shall have the following meanings:

- (a) "Act" means the Quartz Mining Act (*Yukon*), and the regulations made thereunder, as amended from time to time;
- (b) "Agreement" means this mining claims sales agreement, as amended from time to time;
- (c) "Closing Date" means the date mutually agreed to by the parties for the closing of the transaction contemplated herein;
- (d) "Commercial Production" means the commercial exploitation of Minerals but does not include milling for the purpose of testing or milling or leaching at a pilot plant or during an initial tune-up period of a plant. Commercial Production will be deemed to have commenced:

- (i) if a plant is located on the Property, as soon as Minerals are processed at the plant and shipped from the Property on a reasonably regular basis for the purpose of earning revenue; or
- (ii) if no plant is located on the Property, as soon as Minerals are shipped from the Property on a reasonably regular basis for the purpose of earning revenue;
- (e) "Minerals" means any and all ores (including concentrates and precipitates derived therefrom) and minerals, precious and base, metallic and non-metallic, in, on or under the Property which may lawfully be explored for, mined and sold;
- (f) "Property" means those mineral claims more particularly described in Schedule "A" attached hereto, together with all renewals or extensions thereof and all surface, water and ancillary rights attached or accruing thereto, and any leases or other forms of substitute or successor mineral title or interest granted, obtained or issued in connection with or in place of any such claims, rights, licenses or interests (including, without limitation, any claims staked and recorded to cover internal gaps or factions in respect of such ground); and
- (g) "Royalty Interest" means the one percent (1 %) net smelter returns royalty, which may be payable by the Purchaser to the Vendor in accordance with the terms of this Agreement, calculated and paid in accordance with Schedule "B" hereto.

2. REPRESENTATIONS AND WARRANTIES

2.1 The Vendor represents and warrants to the Purchaser that:

- (a) it is the sole beneficial owner of a one hundred percent (100%) undivided interest in and to the Property;
- (b) the Property is in good standing under the laws of the Yukon Territory;
- (c) the Property is free and clear of all liens, charges and encumbrances and is not subject to any right, claim or interest of any other person;
- (d) it has complied with all laws in effect in the Yukon Territory in respect of the Property and the mineral claims comprising the Property have been duly and properly staked and recorded in accordance with the Act;
- (e) there is no adverse claim or challenge against or to the ownership of or title to the Property, or any portion thereof, nor is there any basis therefor and there are no outstanding agreements or options to acquire or purchase the Property or any portion thereof or interest therein and no person has any royalty or interest whatsoever in production or profits from the Property or any portion thereof;
- (f) to the best of its knowledge, conditions on and relating to the Property and operations conducted thereon are in compliance with all applicable laws, regulations and orders relating to environmental matters including, without limitation, waste disposal and storage;

- (g) there are no outstanding orders or directions relating to environmental matters requiring any work, repairs, construction or capital expenditures in respect of the Property and the conduct of the operations related thereto, nor has it received any notice of the same, and it is not aware of any basis on which any such orders or direction could be made; and
- (h) it is not aware of any material fact or circumstance which has not been disclosed to the Purchaser which should be disclosed in order to prevent the representations and warranties in this section from being misleading or which may be material in the Purchaser's decision to enter into this Agreement and acquire an interest in the Property.

2.2 The Purchaser represents and warrants to the Vendor that:

- (a) it is a body corporate duly formed, organized and validly subsisting under the laws of the Province of Alberta and is duly qualified to carry on business and to locate, acquire, own, explore and develop the Property;
- (b) it has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement; and
- (c) the execution and delivery of this Agreement and any agreements contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable or pertaining thereto or of its constating documents.

2.3 The representations and warranties contained in Sections 2.1 and 2.2 of this Agreement are true as at the date hereof and will be true as at the Closing Date, are conditions on which the parties have relied in entering into this Agreement, and will survive the acquisition of any interest in the Property by the Purchaser, and each party will indemnify and save the other 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 such party and contained in this Agreement.

3. PURCHASE AND SALE

3.1 Upon and subject to the terms and conditions of the Agreement, the Vendor hereby agrees to sell, and the Purchaser agrees to purchase, an undivided one hundred percent (100%) right, title and interest in and to the Property, free and clear of all liens, charges and encumbrances whatsoever, save and except for the Royalty Interest.

3.2 The Purchaser will pay the Vendor the sum of \$100,000 as full consideration for the Property (the "Purchase Price") on the Closing Date.

4. ROYALTY INTEREST

4.1 For greater certainty, both parties acknowledge and agree that upon the completion of the sale of the Property to the Purchaser, the Vendor shall have retained the Royalty Interest. Subject to the completion of the purchase of the Property by the Purchaser hereunder and following the commencement of Commercial Production, the Purchaser will pay the Royalty Interest to the Vendor.

4.2 Notwithstanding anything in this Agreement, the Purchaser will be under no obligation whatsoever to maintain all or any of the mineral claims comprising the Property in good standing or

to place all or any of such mineral claims into Commercial Production. If all or any portion of the Property is placed into Commercial Production, the Purchaser will have the right at any time to curtail, suspend or terminate such Commercial Production as the Purchaser in its sole discretion deems advisable.

4.3 The Purchaser, in its sole discretion, will have the right at any time to allow all or any mineral claims comprising the Property to lapse, expire or otherwise be excluded from those lands comprising the Property (the "Abandoned Area"). Except for Section 4.4 hereof, upon abandonment, an Abandoned Area shall no longer be subject to the terms and conditions of this Agreement.

4.4 The Purchaser shall not acquire any direct or indirect legal or beneficial interest in lands forming all or any part of an Abandoned Area for a period of three (3) years from the date of the abandonment of such area pursuant to Section 4.3. If the Purchaser acquires any direct or indirect legal or beneficial interest in all or any part of an Abandoned Area within the said three (3) year period referred to in this Section 4.4, the Royalty Interest provisions of this Agreement shall apply to such interest.

4.5 The Purchaser will have the right to commingle Minerals with ore, concentrates and precipitates produced from other properties owned or controlled by the Purchaser, provided that the Purchaser first adopts and employs reasonable practices and procedures for weighing, measuring, sampling and assaying such ore, concentrates and precipitates in order to determine the amount of Minerals derived from each property. The Purchaser will maintain accurate records in respect of all commingled Minerals with ore, concentrates and precipitates from other properties and such records will be available to the Vendor or its authorized representatives during normal business hours upon reasonable notice, subject to the obligation of the Vendor and its authorized representatives to maintain in strict confidentiality all information relating thereto or to the calculation and payment of the Royalty Interest.

4.6 The Purchaser shall have the exclusive right at any time after the Closing Date to purchase one half of the Royalty Interest (being a 0.5% Royalty Interest) for \$500,000. The Purchaser shall provide the Vendor with written notice of its intention to exercise the purchase right and the parties shall use reasonable commercial efforts to complete the Royalty Interest purchase within thirty (30) days of the Vendor's receipt of the Purchaser's written notice.

4.7 After the Closing Date, the Vendor may at its sole discretion and subject to the terms and conditions of this Agreement, sell, transfer or otherwise dispose of up to one half of the Royalty Interest, provided that notice of such disposition is provided to the Purchaser and the transferee first agrees to be bound by the terms and conditions of this Agreement.

5. TRANSFER

5.1 Upon receipt of the Purchase Price, the Vendor shall provide the Purchaser with a duly signed, witnessed and notarized Transfer of Quartz Mining Claim Form in accordance with the requirements of the Act (the "Transfer Form").

5.2 Upon receipt of the Transfer Form in accordance with Section 5.1, the Purchaser shall file the Transfer Form with the office of the Whitehorse Mining Recorder and have legal title to the Property transferred into the name of the Purchaser or a designated nominee of the Purchaser in accordance with the provisions of Section 117(1) of the Act.

6. DISPOSITION OF INTEREST BY PURCHASER

6.1 The Purchaser may at any time after the Closing Date, sell, transfer or otherwise dispose of all or any portion of its interest in and to the Property without obtaining the consent of the Vendor, provided that in the event of any such sale, transfer or disposition to a party other than the Vendor (a "Third Party Purchaser"), the Purchaser will:

- (a) furnish to the Third Party Purchaser with a copy of this Agreement;
- (b) procure the written agreement of the Third Party Purchaser to be bound by this Agreement as if it were a party thereto in place and instead of the Purchaser to the extent of the interest disposed of; and
- (c) ensure that in any agreement or deed of sale, assignment or disposition of any nature to a Third Party Purchaser there is a covenant which would bind the Third Party Purchaser and its successors and assigns to the same obligations and effect as this Section 6.1.

7. PROPERTY INFORMATION

7.1 The parties agree that all information obtained from the work carried out on the Property after the Closing Date shall be the exclusive property of the Purchaser. The Vendor shall not have any right, title or interest in such information nor any right to view or use such information.

8. DISPUTE RESOLUTION

8.1 All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated with or derived therefrom, shall be referred to and finally resolved by arbitration under the rules of the British Columbia International Commercial Arbitration Centre.

8.2 The appointing authority shall be the British Columbia International Commercial Arbitration Centre and the case shall be administered at Vancouver, British Columbia, by the British Columbia International Commercial Arbitration Centre in accordance with its "Procedures for Cases under the BCICAC Rules".

9. NOTICE

9.1 Any notice or other writing required or permitted to be given hereunder or for the purposes hereof to either Vendor or the Purchaser shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by facsimile or e-mail if tested prior to transmission to the recipient:

- (a) In the case of a notice to the Vendor, at:

Austring Fendrick Fairman & Parkkari
3081 Third Avenue
Whitehorse, Yukon
Y1A 4Z7

Attention: Anna Pugh

Telefacsimile: (867) 668-3710

E-mail: apugh@lawyukon.com

(b) In case of a notice to the Purchaser, at:

Rockhaven Resources Ltd.
1016 – 510 West Hastings Street
Vancouver, British Columbia
Canada, V6B 1L8

Attention: Matthew Turner, Chief Executive Officer

Telefacsimile: (604) 688-2578
E-mail: matt@nordacres.com

or at such other address or addresses as the parties to whom such writing is to be given shall have last notified the party giving the same in the manner provided in this Section 9.1. Any notice delivered to the party to whom it is addressed as heretofore provided shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day, then the notice shall be deemed to have been given and received on the Business Day next following such day. Any notice mailed as aforesaid shall be deemed to have been given and received on the seventh Business Day next following the date of its mailing. Any notice transmitted by facsimile or e-mail shall be deemed to be given and received on the first Business Day after its transmission.

10. FURTHER ASSURANCES

10.1 Each of the parties covenants and agrees, from time to time and at all times, to do all such further acts and execute and deliver all such further deeds, documents and assurances as may be reasonably required in order to fully perform and carry out the terms and intent of this Agreement.

11. TIME OF THE ESSENCE

11.1 Time shall be of the essence in the performance of this Agreement.

12. GOVERNING LAW AND ATTORNMENT

12.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Yukon Territory and the laws of Canada applicable therein.

13. GENERAL

13.1 This Agreement constitutes the entire agreement between the parties and replaces and supersedes all prior agreements, memoranda, correspondence, communications, negotiations and representations, whether verbal or written, express or implied, statutory or otherwise between the parties with respect to the subject matter herein.

13.2 No consent or waiver expressed or implied by any party in respect of any breach or default by any other party in the performance by such other of its obligations hereunder shall be deemed or construed to be a consent to or a waiver of any other breach or default.

13.3 No investigation made by or on behalf of the Vendor or the Purchaser or any of their respective advisors or agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation or warranty made or incorporated by reference herein by the other party hereto or made pursuant thereto. No waiver by the Vendor or the Purchaser of any condition, in whole or in part, shall operate as a waiver of any other condition.

13.4 Notwithstanding the right of any party hereto fully to investigate the affairs of the others, and notwithstanding any knowledge of facts determined or determinable by any other party hereto pursuant to such investigation or right of investigation, each of the Vendor and the Purchaser has the right to rely fully upon the representations, warranties, covenants and agreements of the other contained or otherwise incorporated by reference in this Agreement and of such other party's affiliates, officers and agents delivered pursuant to this Agreement.

13.5 All statements contained in any certificate or other instrument delivered by or on behalf of any party pursuant hereto or in connection with the transactions contemplated by this Agreement shall be deemed to be made by such party hereunder.

13.6 The Vendor and the Purchaser, as the case may be (hereinafter referred to as the "Indemnifying Party"), hereby covenant and agree to indemnify and save harmless the other (herein referred to as the "Indemnified Parties"), effective as and from the date of this Agreement, from and against any claims, demands, actions, causes of action, damage, loss, costs, liability or expense, including reasonable legal expenses (hereinafter in this Section 13.6 called "Property") which may be made or brought against the Indemnified Party or which it may suffer or incur as a result of, in respect of or arising out of any non-fulfillment of any covenant or agreement on the part of the Indemnifying Party under this Agreement or any incorrectness in or breach of any representation or warranty of the Indemnifying Party contained or incorporated by reference herein or in any certificate or other document furnished by the Indemnifying Party pursuant to or in relation hereto. The foregoing obligation of indemnification in respect of such claims shall be subject to the requirement that the Indemnifying Party shall, in respect of any Claim made by any third party, be afforded an opportunity at its sole expense to resist, defend and compromise the same in a timely manner.

13.7 The parties shall promptly execute or cause to be executed all documents, deeds, conveyances and other instruments of further assurance and do such further and other acts which may be reasonably necessary or advisable to carry out fully and effectively the intent and purpose of this Agreement or to record wherever appropriate the respective interests from time to time of the parties in the Property.

13.8 This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

13.9 In this Agreement, all dollar amounts are expressed in lawful currency of Canada, unless specifically provided to the contrary.

13.10 The preamble and Schedules attached hereto shall be deemed to be incorporated in, and to form part of, this Agreement.

13.11 Wherever the neuter and singular is used in this Agreement it shall be deemed to include the plural, masculine and feminine, as the case may be.


13.12 Nothing contained in this Agreement shall be deemed to constitute either party hereto the partner of the other, nor, except as otherwise herein expressly provided, to constitute either the Vendor or the Purchaser as the agent or legal representative of the other, nor to create any fiduciary relationship between them. It is not the intention of the parties hereto to create, nor shall this Agreement be construed to create, any mining, commercial or other partnership. Neither the Vendor nor the Purchaser shall have any authority to act for or to assume any obligation or responsibility on behalf of the other party, except as otherwise expressly provided herein.

13.13 This Agreement may be signed by the parties in counterparts and may be delivered by facsimile, each of which when delivered will be deemed to be an original and all of which together will constitute one instrument.

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

THE ESTATE OF JOHN PETER ROSS

By:



Leslie Ann Satkevich, Executor of the
Estate of John Peter Ross, Deceased, by
her attorney, Anna J. Pugh

ROCKHAVEN RESOURCES LTD.

By:

Ian J. Talbot, Chief Operating Officer

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

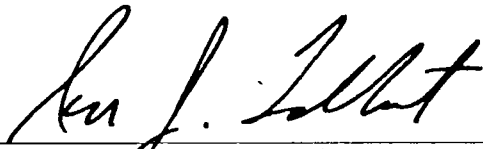
THE ESTATE OF JOHN PETER ROSS

By:

Leslie Ann Satkevich, Executor of the
Estate of John Peter Ross, Deceased, by
her attorney, Anna J. Pugh

ROCKHAVEN RESOURCES LTD.

By:



Ian J. Talbot, Chief Operating Officer

SCHEDULE "A"
to the Mining Claims Sales Agreement
dated June 16, 2009
between the Estate of John Peter Ross
and Rockhaven Resources Ltd.

THE PROPERTY

The Property is comprised of the following 246 Yukon quartz mining claims, all located in the Whitehorse Mining District, Yukon Territory:

<u>Claim Name</u>	<u>Grant Number</u>	<u>Expiry Date</u>	<u>Registered Owner</u>	<u>Percentage Owned</u>
Delor 1-10	YB37735-YB37744	March 10, 2016	John Peter Ross	100.00
Delor 11	YB38302	March 10, 2016	John Peter Ross	100.00
Delor 12F-13F	YB38303-YB38304	March 10, 2016	John Peter Ross	100.00
Delor 14	YB38305	March 10, 2016	John Peter Ross	100.00
Delor 15F	YB38306	March 10, 2016	John Peter Ross	100.00
Delor 16	YB38307	March 10, 2016	John Peter Ross	100.00
Delor 17F	YB38308	March 10, 2016	John Peter Ross	100.00
Delor 18	YB38309	March 10, 2016	John Peter Ross	100.00
Delor 19F	YB38310	March 10, 2016	John Peter Ross	100.00
Delor 20	YB38311	March 10, 2016	John Peter Ross	100.00
Delor 21F	YB38312	March 10, 2016	John Peter Ross	100.00
Delor 22-24	YB38313-YB38315	March 10, 2016	John Peter Ross	100.00
Delor 25-48	YB47116-YB47139	March 10, 2013	John Peter Ross	100.00
Delor 49-64	YB54418-YB54433	March 10, 2013	John Peter Ross	100.00
Delor 65F	YB54434	March 10, 2013	John Peter Ross	100.00
Delor 66-95	YB54435-YB54464	March 10, 2013	John Peter Ross	100.00
Delor 96F	YB54465	March 10, 2013	John Peter Ross	100.00
Delor 97-116	YB54466-YB54485	March 10, 2013	John Peter Ross	100.00
Delor 117F	YB54486	March 10, 2013	John Peter Ross	100.00
Delor 118-120	YB54487-YB54489	March 10, 2013	John Peter Ross	100.00
Delor 121F	YB54490	March 10, 2013	John Peter Ross	100.00
Delor 122-129	YB54491-YB54498	March 10, 2013	John Peter Ross	100.00
Malou 1-6	YB35901-YB35906	March 10, 2016	John Peter Ross	100.00
Malou 7-14	YB37727-YB37734	March 10, 2016	John Peter Ross	100.00
Malou 15-20	YB38136-YB38141	March 10, 2016	John Peter Ross	100.00
Malou 21-26	YB38218-YB38223	March 10, 2016	John Peter Ross	100.00
Malou 27-34	YB38316-YB38323	March 10, 2016	John Peter Ross	100.00
Malou 35F	YB38324	March 10, 2016	John Peter Ross	100.00
Malou 36	YB38325	March 10, 2016	John Peter Ross	100.00
Malou 37F	YB38326	March 10, 2016	John Peter Ross	100.00
Malou 38	YB38327	March 10, 2016	John Peter Ross	100.00
Malou 39F-40F	YB38328-YB38329	March 10, 2016	John Peter Ross	100.00
Malou 41-52	YB47140-YB47151	March 10, 2013	John Peter Ross	100.00
Mom 1-64	YC53850-YC53913	August 29, 2009	John Peter Ross	100.00
Shut 5	YB38330	March 10, 2010	John Peter Ross	100.00

SCHEDULE "B"
to the Mining Claims Sales Agreement
dated June 16, 2009
between the Estate of John Peter Ross
and Rockhaven Resources Ltd.

ROYALTY INTEREST

1. Royalty Interest

Subject to a sale pursuant to Section 4.6 of the Agreement, the Royalty Interest payable to the Vendor will be equal to up to one percent (1%) of Net Smelter Revenues. The Royalty Interest will be calculated and paid to the Vendor by the Purchaser in accordance with the terms of this Schedule B.

2. Calculation of Net Smelter Revenues

The Net Smelter Revenue will be calculated on a calendar quarterly basis and will be equal to Gross Revenue (as hereinafter defined) less Permissible Deductions (as hereinafter defined) for such quarter.

3. Interpretation

In addition to the defined terms set out in the Agreement, the following terms shall have the following meanings in this Schedule B:

- (a) **"Gross Revenue"** means the aggregate of the following amounts (without duplication) accruing in each quarterly period following commencement of Commercial Production:
- (i) the revenue received by the Purchaser from arm's length purchasers of all Minerals;
 - (ii) the fair market value of all Minerals sold by the Purchaser in such period to persons not dealing at arm's length with the Purchaser; and
 - (i) any proceeds of insurance on Minerals;
- (b) **"Permissible Deductions"** means the aggregate of the following charges (to the extent that they are not deducted by any purchaser in computing payment) that are incurred with respect to the Property in each quarterly period:
- (i) sales charges levied by any sales agent on the sale of Minerals;
 - (ii) transportation costs for Minerals from the Property to the place of beneficiation, processing or treatment and thence to the place of delivery of Minerals to a purchaser thereof, including shipping, freight, handling and forwarding expenses;
 - (iii) all costs, expenses and charges of any nature whatsoever which are either paid or incurred by the Purchaser in connection with refinement or beneficiation of Minerals after leaving the Property, including all smelter and refinery charges and all weighing, sampling, assaying, representation and storage costs, metal losses and umpire charges, and any penalties charged

by the processor, refinery or smelter, and

- (ii) all insurance costs on Minerals and any government royalties, third party royalties, production taxes, severance taxes and sales and other taxes levied on Minerals or on the production value thereof (other than income taxes of the Vendor).

4. Additional Permitted Deductions

For greater certainty, and without limiting the generality of the foregoing, all charges deducted by an arm's length purchaser of Minerals whether for smelting, treatment, handling, refining, storage or any other operation on or service relating to the Minerals that occurs after the point of sale shall be considered to be legitimate deductions in arriving at the Net Smelter Revenue amount.

5. Calculation and Payment

The Royalty Interest will be calculated and paid within 60 days after the end of each calendar quarter. Smelter settlement sheets, if any, and a statement setting forth calculations in sufficient detail to show the payment's derivation (the "Statement") must be submitted with the payment.

6. Provisional Payments

In the event that final amounts required for the calculation of the Royalty Interest are not available within the time period referred to in Section 5 of this Schedule B, then provisional amounts will be estimated and the Royalty Interest paid on the basis of this provisional calculation. Positive or negative adjustments will be made to the Royalty Interest payment of the succeeding quarter.

7. Segregation of Property

The determination of the Royalty Interest is based on the premise that Commercial Production will occur solely on the Property. If other properties are incorporated into a single mining project and ores, concentrates or precipitates or other mineral resources pertaining to each are not readily segregated on a practical or equitable basis, the allocation of actual proceeds received and deductions therefrom shall be negotiated by the Purchaser on behalf of the Parties, with reference to practices used in mining operations that are of a similar nature. The Purchaser shall be entitled to retain independent mining consultants as it considers necessary and the Purchaser's decision shall be final and binding on all parties, unless the Purchaser has a material interest in the other properties.

8. Audit

The Vendor may request an audit of the sales and related financial records maintained by the Purchaser be conducted to verify the calculation of the Royalty Interest for a particular calendar quarter. The audit shall be conducted by an independent auditor acceptable to the Vendor and the Purchaser. The Vendor shall bear the full cost and expense of the audit unless it is determined that the Royalty Interest calculated by the Purchaser understated the actual amount due by more than ten (10%), in which case the Purchaser shall pay all costs and expenses of the audit. The Purchaser shall forthwith pay any deficiency to the Vendor and the Vendor shall forthwith repay any overpayment to the Purchaser.

9. Arbitration

Any dispute arising out of or related to any report, payment, calculation or audit in respect of the Royalty Interest shall be resolved solely by arbitration in accordance with Part 9 of the Agreement. No error in accounting or in the interpretation of this Agreement shall be the basis for a claim of breach of fiduciary duty, or the like, or give rise to a claim for exemplary or punitive damages or for termination or rescission of this Agreement.

10. Contractual Right Only

The Royalty Interest is a personal and contractual right only and does not grant or constitute any ownership, right, interest, entitlement, or security interest in, the Property. Any party may assign its rights and interests under the Agreement, subject to the provisions of the Agreement.