

PURCHASE AGREEMENT

DATED EFFECTIVE November 3, 2017

AMONG:

BRENT HAHN, an individual with an address at 12516 - 52A Avenue, Surrey, BC V3X 3K3, email: bhahn@shaw.ca ("**Vender**")

AND:

BARRY HARTLEY, an individual with an address at 4550 Prime Street, North Vancouver, BC, V7K 2R4, bhartley@dmcl.com ("**Vender**")

AND:

ZENITH EXPLORATION INC., a corporation formed under the laws of British Columbia with an office at 4550 Prime Street, North Vancouver, BC, V7K 2R4, email: bfhahn@gmail.com ("**Purchaser**")

WHEREAS:

- A. The Venders are the beneficial and registered owner of the mineral interests located in the Province of British Columbia and described in Schedule A attached hereto;
- B. The Venders have agreed to sell, and Purchaser has agreed to purchase, all of Venders right, title and interest in and to such mineral interests, subject to the terms and conditions herein;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 **Definitions.** In this Agreement, the following terms will, except where inconsistent with the context, have the following meanings:

- (a) "Agreement" means this purchase agreement, together with the schedules attached hereto, as amended, supplemented or restated from time to time; and
- (b) "the Property" means the mineral interests located in the Province of British Columbia as are more particularly described in Schedule "A" attached herein, and includes the Data and Related Rights thereto, and any mineral leases or other mineral interests into which the respective mineral interests comprising the Property may be converted.

1.2 **Interpretation.** Except as otherwise expressly provided for herein, in this Agreement:

- (a) a reference to an Article, Section or Subsection of this Agreement refers to an article, section or subsection of this Agreement so designated; and

- (b) the headings are for convenience only, do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.

ARTICLE 2 PURCHASE AND SALE

2.1 **Purchase & Sale:** The Vender's hereby assigns and transfers to Purchaser all of its rights, title and interest, in and to the Property, being an undivided 100% interest in and to the Property, in consideration of 15,000,000 common shares of the Purchaser and other valuable consideration to be paid by the Purchaser to the Venders.

2.2 **Transfer of Interest:** Vender's shall execute and deliver, at Purchaser's sole cost, to Purchaser such deeds of transfer or other documents or assurances as Purchaser may request to convey, transfer and assign the legal title in and to the Property to Purchaser.

ARTICLE 3 POST CLOSING

3.1 **Assumption.** Purchaser agrees that he shall assume and be responsible for the observance and performance of all obligations and liabilities which are to be observed or performed, from and after the date of this Agreement, with respect to the Property, and Purchaser agrees to indemnify and save and hold harmless the Venders from and against any and all loss, liability, damage, cost, expense, charge, fine, penalty or assessment resulting from or arising out of any claim suffered or incurred, directly or indirectly, by them as a result of, arising out of or relating to any violation, contravention or breach of any covenant, agreement or obligation of Purchaser under or pursuant to this Agreement, or with respect to the Property.

ARTICLE 4 GENERAL

4.1 **Further Assurances:** Each of the parties hereby covenants and agrees to execute all further and other documents and instruments and to do all further and other things that may be necessary to implement and carry out the intent of this Agreement.

4.2 **Notices:** Each notice, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be sent by prepaid registered mail addressed to the party entitled to receive the same, or delivered to such party by hand, or communicated by e-mail, at the address for such party specified above. The date of receipt of any notice, demand or other communication shall be the date of delivery thereof if delivered, the date of transmission if communicated by e-mail (unless the sender should receive a "bounce back" email message), or, if given by registered mail as aforesaid, shall be deemed conclusively to be the third day after the same shall have been so mailed except in the case of interruption of postal services for any reason whatever, in which case the date of receipt shall be the date on which the notice, demand or other communication is actually received by the addressee. A party may at any time and from time to time notify the others in writing of a change of address and the new address to which notice shall be given to it thereafter until further change.

4.3 **Entire Agreement:** This Agreement, including the Schedules attached hereto, shall constitute the entire Agreement of the parties with respect to the subject matter hereof, and no modification or alteration of this Agreement shall be effective unless agreed to in writing

by both of the parties. No prior or contemporaneous agreements shall be binding upon the parties.

4.4 **Jurisdiction:** This Agreement shall in all respects be governed by and be construed in accordance with the laws of the Province of British Columbia and the parties submit and attorn to the jurisdiction of the courts of the Province of British Columbia.


4.5 **Inurement:** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

4.6 **Counterparts:** This Agreement may be executed in counterparts, which may be delivered by facsimile or by PDF scan delivered by electronic mail. Each executed counterpart shall be deemed to be an original and all such counterparts when read together constitute one and the same instrument.

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



BRENT HAHN



BARRY HARTLEY

ZENITH EXPLORATION INC.



Authorized Signatory

**SCHEDULE A
PROPERTY**

The following mineral claims located in Kamloops Mining Division of the Province of British Columbia:

Claim Name:	Title Number:
Marion	604866
Penny	604872
Gloria	604873
Karalee	604938
Marion 2	605310
Southern Cross 1	794642
Southern Cross 2	794662
Southern Cross 3	801662