

## OPTION AGREEMENT

THIS OPTION AGREEMENT (this “Agreement”) is made effective as of the 28<sup>th</sup> day of May, 2024.

AMONG:

**GOLD HUNTER RESOURCES INC.**, having an address at 75-8050 204<sup>TH</sup> Street, Langley, British Columbia, V2Y 0X1

(the “Optionee”)

AND:

**MAGNA TERRA MINERALS INC.**, having an address at Suite 401 – 20 Adelaide Street East, Toronto, Ontario, M5C 2T6

(“Magna Terra”)

AND:

**2647102 ONTARIO INC.**, having an address at Suite 401 – 20 Adelaide Street East, Toronto, Ontario, M5C 2T6

(“2647102”, and together with Magna Terra, the “Optionor”)

WHEREAS:

- A. Magna Terra, through its wholly-owned subsidiary 2647102, is the sole registered and beneficial owner of the Property (as defined herein); and
- B. In accordance with the terms of this Agreement, the Optionor has agreed to grant to the Optionee an exclusive option (the “Option”) to acquire a one hundred percent (100%) undivided right, title, ownership and beneficial interest in and to the Property, free and clear of any Encumbrance (as defined herein), except for the Permitted Encumbrances (as defined herein).

**THIS AGREEMENT WITNESSES** that, in consideration of the mutual agreements set forth in this Agreement, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Optionor and the Optionee (each, a “Party” and, together, the “Parties”) hereby agree as follows:

### ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

#### 1.1 Definitions

The following terms will have the following meanings in this Agreement, unless the context otherwise expressly requires:

- (a) “**Affiliate**” means any Person which, directly or indirectly, controls, is controlled by, or is under common control with, a Person;
- (b) “**Anti-Corruption Law**” has the meaning given in Section 14.13;
- (c) “**Assessment Work**” means the work undertaken on or for the benefit of the Property that qualifies as assessment work under Newfoundland and Labrador’s *Mineral Act*, RSNL 1990, c M-12, and the *Mineral Regulations* under the *Mineral Act*;
- (d) “**Assets**” means:
  - (i) the right, title and interest of the Optionor in and to the Property,
  - (ii) any maps, drill core, samples, assays, geological and other technical reports, studies, designs, plans and financial or other records or intellectual property (whether in tangible or electronic form) related to the Property in the possession or under the control of the Optionor as at the Closing Date or thereafter acquired by any Party or its Affiliates with respect to the Property, and
  - (iii) any exploration tools, plant, supplies and equipment acquired after the Closing Date for or in connection with the Property by a Party or its Affiliates;
- (e) “**Business Day**” means any day other than a Saturday, Sunday or a public or statutory holiday in the Province of British Columbia;
- (f) “**Cash Payment**” means any one or more of the cash payments specified in Section 2.2(a);
- (g) “**Claim**” means any claim, action, damage, loss (including loss arising from a withheld or abated payment under this Agreement), liability, cost, charge, expense, payment or demand of any nature, whether present or future, fixed or unascertained, actual or contingent, and whether at law, in equity, under statute, contract or otherwise;
- (h) “**Closing**” means the closing of the grant of the Option and the other transactions contemplated herein;
- (i) “**Closing Date**” means the date that is six (6) Business Days following the Effective Date, or as may be mutually agreed to by the Parties after satisfaction of all conditions set forth in Article 4;
- (j) “**Confidential Information**” has the meaning given in Section 10.1;
- (k) “**CSE**” means the Canadian Securities Exchange;
- (l) “**Earned Interest**” means an undivided 100% right, title, ownership and beneficial interest in and to the Property;

- (m) “**Effective Date**” means the date first written above on the first page of this Agreement;
- (n) “**Encumbrance**” means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, option, licence or licence fee, royalty, production payment, restrictive covenant or other encumbrance of any nature, or any agreement to give or create any of the foregoing;
- (o) “**Environmental Laws**” means all requirements of the common law, civil code or of environmental, health or safety statutes of any Governmental Authority, including, but not limited to, those relating to: (i) noise, (ii) pollution or protection of the air, surface water, ground water or land, (iii) solid, gaseous or liquid waste generation, handling, treatment, storage, disposal or transportation, (iv) exposure to hazardous or toxic substances, or (v) the closure, decommissioning, dismantling, or abandonment of any facilities, mines or workings and the reclamation or restoration of lands;
- (p) “**Equipment**” has the meaning given in Section 11.4(d);
- (q) “**Exploration Data**” means any map, survey, 3D representation, drill core, sample, assay, drill log, metallurgical, geological, geophysical, geochemical, engineering or other technical data or report, and any study, design, plan and financial or other record (whether in tangible or electronic form) related to the Property or the Operations in the possession, or under the control of, a Party or any Affiliate thereof;
- (r) “**Force Majeure**” means, other than as a consequence of the negligence or default of a Party, an event or cause which is beyond the control of the Party claiming force majeure, not able to be overcome by the exercise of reasonable care, proper precautions and the consideration of reasonable alternatives with the intention of avoiding the effects of the force majeure by that Party, and which could not have been reasonably foreseen, including (subject to satisfying the requirements of the foregoing):
  - (i) an act of God,
  - (ii) earthquakes, cyclones, fires, floods, blizzards or whiteouts,
  - (iii) explosions, acts of war, acts of public enemies or terrorist acts,
  - (iv) shortages of labour or strikes, interference of trade unions, lockout, secondary boycott, or other labour difficulties (without regard to whether such difficulties can be resolved by acceding to the demands of the union),
  - (v) non-availability of materials or transportation, and

(vi) injunctions, laws, rules, regulations, orders or policies of any Governmental Authority that cause Operations to materially cease or that would effectively prohibit Operations from being conducted on the Property, or the discharge by the Parties of their respective obligations hereunder,

but does not include economic hardship, lack of money or credit, the state of financial markets or the inability to pay any sum of money. Neither COVID-19 nor any related or similar pandemic, outbreak or epidemic shall constitute a Force Majeure.

- (s) “**Governmental Authority**” means any federal, provincial, territorial, regional, municipal or local government or authority, quasi-government authority, fiscal or judicial body, government or self-regulatory organization, commission, board, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing having jurisdiction or authority over the Parties or the subject matter of this Agreement;
- (t) “**Mineral Rights**” means any permit, claim, licence, lease, concession, tenement, mineral disposition, mineral lease or other form of title or tenure, and any other right (including the right of entry to or the right to work upon lands), whether contractual, statutory or otherwise, which among other things, allows or permits a Person to explore for, develop, mine, extract, sell or otherwise dispose of, Minerals;
- (u) “**Minerals**” means all ores, solutions and concentrates, and metals derived therefrom, containing precious, base or industrial minerals which are found in, on or under the Property and may lawfully be explored for, mined and sold under the Mineral Rights and other instruments of title under which the Property is held;
- (v) “**NI 43-101**” means National Instrument 43-101 – *Standards of Disclosure for Mineral Properties*;
- (w) “**Nominee**” has the meaning given in Section 2.7(a);
- (x) “**Operations**” means every kind of work done, or activity performed by or on behalf of the Optionee on or in respect of the Property, including investigating, prospecting, exploring, analysing, property maintenance, sampling, assaying, preparation of reports, estimates and studies (including feasibility studies), filing Assessment Work, surveying, rehabilitation, reclamation and environmental protection, and any management and administration necessary to conduct the foregoing work or activities;
- (y) “**Option**” has the meaning given to it in Recital B to this Agreement;
- (z) “**Optionee Board**” means the board of directors of the Optionee;

- (aa) **“Option Expiry Date”** means the date that is two (2) years from the Closing Date or such other date as may be mutually agreed to by the Parties;
- (bb) **“Other Rights”** means any interest in real property, whether freehold, leasehold, license, right-of-way, easement, any other surface or other right in relation to real property, and any right, licence or permit in relation to the use or diversion of water, but excluding any Mineral Rights;
- (cc) **“Outside Date”** means June 15, 2024;
- (dd) **“Person”** is to be construed broadly and includes any natural person, corporation, joint venture, partnership, limited liability partnership, limited partnership, limited liability limited partnership, limited liability company, trust, estate, business trust, association, Governmental Authority or other entity;
- (ee) **“Permitted Encumbrances”** means:
  - (i) easements, rights of way, servitude and similar rights in land including, but not limited to, rights of way and servitude for highways and other roads, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric power, telephone, telegraph or cable television conduits, poles, wires and cables which are not material;
  - (ii) the right reserved to or vested in any Governmental Authority by the terms of any lease, licence, grant or permit forming part of the Property, or by any statutory provision, to terminate any such lease, licence, grant or permit or to require annual or other periodic payments as a condition of the continuance of them, as well as all other reservations, limitations, provisions and conditions in any original grant from Governmental Authorities;
  - (iii) the right of any Governmental Authority to levy taxes on minerals or the revenue therefrom and governmental restrictions on production rates on the operation of a mine on the Property, as well as all other rights vested in any Governmental Authority to control or regulate the Property pursuant to applicable laws;
  - (iv) any liens, charges or other encumbrances:
    - A. for taxes, assessments or governmental charges; and
    - B. incurred, created and granted in the ordinary course of business to a public utility or Governmental Authority in connection with operations conducted with respect to the Property, but only to the extent those liens relate to costs for which payment is not due; and
  - (v) the terms of any mining leases, royalties or options referenced in Schedule “B” attached hereto with respect to any portion of the Property;

- (ff) **“Personnel”** means, in relation to a Party, any of its, or its Affiliates’, directors, officers, employees, agents, consultants, invitees, subcontractors and representatives involved, either directly or indirectly, in the performance of the Party’s obligations under this Agreement;
- (gg) **“Property”** means the Mineral Rights and Other Rights, if any, described in Schedule A, together with any present or future renewal, extension, modification, substitution, amalgamation or variation of any of those Mineral Rights or Other Rights that derive directly from those Mineral Rights or Other Rights (whether granting or conferring the same, similar or any greater rights and whether extending over the same or a greater or lesser domain);
- (hh) **“Public Disclosure Record”** means all documents and information required to be filed or furnished, as applicable, by the Company under applicable securities laws on SEDAR+, since September 1, 2022 to the date hereof;
- (ii) **“Reorganization”** has the meaning given in Section 2.5;
- (jj) **“Securities Laws”** means the *Securities Act* (British Columbia), together with all other applicable provincial and territorial securities laws, rules and regulations and published policies thereunder, as now in effect and as they may be promulgated or amended from time to time;
- (kk) **“Share Issuance”** means any issuance and delivery of Shares to the Optionor as set out in the table in Sections 2.2(a);
- (ll) **“Shares”** means common shares in the capital of the Optionee;
- (mm) **“Share Price”** has the meaning give in Section 2.4(a);
- (nn) **“Trading Day”** means a day on which the CSE (or such other securities exchange on which the Shares are then listed for trading) is open for the transaction of business; and
- (oo) **“TSXV”** means TSX Venture Exchange.

## 1.2 Interpretation

Unless the context otherwise expressly requires, in this Agreement:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes all genders;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) references to “\$” are to the currency of the Canada;

- (e) the word “including” means “including without limitation”, and “include” and “includes” will be construed similarly;
- (f) headings and the table of contents are for convenience only and do not form part of this Agreement or affect its interpretation;
- (g) a provision of this Agreement will not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement;
- (h) if an act is prescribed to be done on a specified day which is not a Business Day, it will be done instead on the next Business Day;
- (i) where the phrase “to the best of the knowledge of” or similar expressions are used, it is a requirement that the Person in respect of whom the phrase is used will have made the enquiries that are reasonably necessary to enable that Person to make the statement or disclosure; and
- (j) the schedules attached hereto form part of this Agreement.

## ARTICLE 2 OPTION

### 2.1 Grant of Option

Upon and subject to the terms of this Agreement, the Optionor will grant the Optionee the sole and exclusive right and option to acquire a 100% Earned Interest in the Property, free and clear of any Encumbrance (other than Permitted Encumbrances).

### 2.2 Good Standing and Exercise of Option

- (a) To maintain the Option in good standing, the Optionee, subject to receipt of all necessary regulatory approvals, will make the Cash Payments and the Share Issuances, as set out in the table below:

Payment Date	Cash Payment Amount	Share Issuance Value
On the Closing Date	\$300,000	\$1,000,000
On or before the date that is one (1) year after the Closing Date	\$450,000	\$2,750,000
On or before the date that is two (2) years after the Closing Date	\$675,000	\$4,250,000
<b>TOTAL</b>	<b>\$1,425,000</b>	<b>\$8,000,000</b>

- (b) Upon the Optionee delivering to the Optionor a notice (the “**Option Exercise Notice**”) confirming satisfaction of the applicable consideration set out in Section

2.2(a), the Option will be deemed to be exercised, a 100% Earned Interest will automatically vest in the Optionee, and the Optionor will promptly register the Earned Interest in the name of the Optionee (or its nominee) in accordance with Sections 2.6 and 7.1.

- (c) The Option shall expire on the Option Expiry Date if not exercised by such time, unless extended in writing at the sole discretion of the Optionor.

### **2.3 Accelerated Exercise**

The Optionee may, at its sole option, accelerate the exercise of the Option, at any time prior to the Option Expiry Date by completing the applicable Option exercise requirements set out in Section 2.2(a).

### **2.4 Payment of Share Issuance**

- (a) The number of Shares to be issued under any Share Issuance set forth in Section 2.2(a) will be determined by dividing the dollar amount of Shares to be issued at any point in time by the greater of: (A) the 20-day volume weighted average price of the Shares for the 20 Trading Days immediately prior to the due date for the Share Issuance, or for the first Share Issuance, immediately prior to the Effective Date (the “**Share Price**”); and (B) \$0.05.
- (b) At the time of any Share Issuance under Section 2.2(a), if the Share Price is below \$0.05, then the Optionee shall make a cash payment to the Optionor in an amount equal to the number of Shares being issued in such Share Issuance multiplied by the number which is equal to the difference of \$0.05 less the Share Price.

### **2.5 Adjustment of Share Issuances**

In the event of any capital reorganization or any reclassification of the capital of the Optionee, including any share subdivision or consolidation, or in the case of the consolidation, merger, amalgamation or other business combination of the Optionee with or into any other company (in each case, a “**Reorganization**”), the number of Shares to be issued to the Optionor in connection with any Share Issuance will be adjusted such that the Optionor will receive the same proportionate number of Shares (or securities of any entity resulting from such Reorganization) as they would have been entitled to receive had the Optionor been a shareholder of the Optionee at the time of such Reorganization.

### **2.6 Transfer of Property**

Within 15 days after the date on which the Optionee delivers an Option Exercise Notice to the Optionor, the Optionor will transfer to the Optionee or its designated Affiliate (as the case may be), the Earned Interest of the Property and all other Assets, data and other information in the possession or control of the Optionor with respect to the Property which have not been previously delivered to the Optionee, and, until such transfer, the Optionor:



- (a) will be deemed to be holding legal ownership of the applicable Earned Interest of the Property in trust for the Optionee or its designated Affiliate (as the case may be); and
- (b) will not deal with the Property contrary to the provisions of this Agreement.

## 2.7 Board Nomination

- (a) Following the Closing, the Optionor shall have the right to nominate from time to time one person (the “**Nominee**”) to the Optionee Board.
- (b) Subject to Section 2.7(d), at the next annual general or special meeting of the Optionee’s shareholders at which directors of the Optionee are elected and at each annual general or special meeting of the Optionee’s shareholders at which directors of the Optionee are elected thereafter, the notice of meeting and any management circular delivered to the Optionee’s shareholders for such meeting will propose the nomination for election to the Optionee Board of one person designated by the Optionor, and the Optionee shall use its reasonable commercial efforts to obtain shareholder approval for the election of the such nominee to the Optionee Board.
- (c) Notwithstanding Section 2.7(b) above, the Optionee may appoint the Nominee to the Optionee Board at such earlier time as determined by the Optionee in its sole discretion.
- (d) Following the earlier of (i) Option Expiry Date or (ii) the date on which the Option is terminated in accordance with Article 11, the Optionor’s right under Section 2.7(b) to designate a person to serve as a director of the Optionee shall immediately terminate on the date that the Optionor’s shareholdings in the Company represent less than 10% of the issued and outstanding Shares on a non-diluted basis. In the event that the Optionor’s right to designate a director is terminated under this Section 2.7(d) or otherwise, the Optionor will, on the request by the Optionee, promptly cause the Nominee to resign as a director of the Optionee.
- (e) The Optionor may from time to time designate a successor for any Nominee appointed or elected as a director on the Optionee Board in accordance with this Section 2.7 in the event such appointed or elected director ceases to be a director between shareholders’ meetings for any reason. In such event, the Optionee will cause the appointment of such successor director to fill the vacancy in the Optionee Board caused by such appointed or elected director ceasing to be a director of the Optionee.
- (f) The Optionee shall provide reasonable notice to the Optionor of any upcoming shareholders’ meetings and shall request that the Optionee designate the Nominee to be elected at such meeting. If the Optionor fails to provide notice to the Optionee of the person to be nominated for election within ten days following the request for such designation by the Optionee, then the incumbent Nominee shall be

deemed to be the person designated by the Optionor for the purposes of the applicable shareholders' meeting.

- (g) Any person designated or nominated under this Section 2.7 must satisfy the qualifications to serve as a director required under applicable law.

### ARTICLE 3 SECURITIES LAWS

#### 3.1 Securities Laws

- (a) The Optionor acknowledges that each of the Share Issuances by the Optionee to the Optionor as contemplated herein will be made pursuant to an exemption from the prospectus requirements of applicable Securities Laws, and the Optionor confirms to and covenants with the Optionee that:
  - (i) it will comply with all requirements of applicable Securities Laws in connection with the issuance to it of the Shares and the resale of any of the Shares;
  - (ii) the Shares have not been registered under the United States *Securities Act of 1933*, as amended (the "1933 Act") or the securities laws of any state of the United States and the Optionee does not intend to register the Shares under the 1933 Act, or the securities laws of any state of the United States and has no obligation to do so; and
  - (iii) it is not a U.S. Person (as defined in Regulation S promulgated under the 1933 Act) and is not acquiring the Shares for the account or benefit of any U.S. Person.
- (b) The Optionor acknowledges and agrees that all of the Shares to be issued pursuant to this Agreement will be subject to a four (4) month and one day hold period commencing on the applicable date of issuance of such Shares. Until such time as is no longer required under applicable Securities Laws, the certificates representing the Shares will bear the following legend:

"Unless permitted under securities legislation, the holder of this security must not trade the security before the date that is 4 months and a day after [insert the distribution date]."

### ARTICLE 4 CONDITIONS PRECEDENT

#### 4.1 Conditions Precedent of Optionee

The obligation of the Optionee to proceed with its obligations under this Agreement shall be subject to the prior completion of the following conditions:

- (a) the representations and warranties of the Optionor contained in this Agreement will have been true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such Closing Date;
- (b) the Optionee being satisfied, in its sole discretion, that the Optionor is the registered and beneficial owner of the Property free and clear of all Encumbrances (other than Permitted Encumbrances);
- (c) the Optionee obtaining all necessary third party and regulatory consents (including without limitation approval of this Agreement from the CSE) to the dealings with the Property contemplated by this Agreement, including any consent or approval that is required under applicable laws or by virtue of a condition or covenant of any Mineral Rights or Other Rights forming part of the Property;
- (d) no legal proceedings pending or threatened to enjoin, restrict or prohibit the transactions contemplated under this Agreement; and
- (e) no material adverse change having occurred in connection with the business or capital structure of either of the Parties.

The conditions precedent in Section 4.1 are for the benefit of the Optionee and cannot be waived or extended unless agreed in writing by the Optionee.

#### **4.2 Conditions Precedent of Optionor**

The obligation of the Optionor to proceed with its obligations under this Agreement shall be subject to the prior completion of the following conditions:

- (a) the representations and warranties of the Optionee contained in this Agreement will have been true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such Closing Date;
- (b) the Optionor obtaining all necessary third party and regulatory consents (including without limitation approval of this Agreement from the TSXV) to the dealings with the Property contemplated by this Agreement, including any consent or approval that is required under applicable laws or by virtue of a condition or covenant of any Mineral Rights or Other Rights forming part of the Property;
- (c) no legal proceedings pending or threatened to enjoin, restrict or prohibit the transactions contemplated under this Agreement; and
- (d) no material adverse change having occurred in connection with the business or capital structure of either of the Parties.

The conditions precedent in Section 4.2 are for the benefit of the Optionor and cannot be waived or extended unless agreed in writing by the Optionor.

## ARTICLE 5 REPRESENTATIONS AND WARRANTIES

### 5.1 Mutual Representations and Warranties

Each Party represents and warrants to the other Party that, except as provided in this Agreement:

- (a) it is duly formed in its place of organization;
- (b) it is in good standing with respect to the filing of annual reports under the legislation under which it is incorporated or existing;
- (c) it has full legal capacity and power to carry on its business, to enter into this Agreement and to perform its obligations under this Agreement;
- (d) it has taken all corporate action necessary to authorize its entry into this Agreement and to perform its obligations under this Agreement;
- (e) this Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding obligation of it enforceable in accordance with its terms by appropriate legal remedy, subject to laws generally affecting creditors' rights and to principles of equity;
- (f) the execution, delivery and performance of this Agreement by it does not and will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach of or default under its constating documents, any material term or provision of any undertaking, agreement, deed or security arrangement, or any writ, order, injunction, judgment, law, rule or regulation to which it is a party or is subject, or by which it or any of its property is bound;
- (g) no litigation, arbitration, mediation, conciliation or administrative proceedings are taking place, pending or, to the best of its knowledge, threatened against it which, if adversely decided, could, in the reasonable opinion of the Party's management, have a material adverse effect on the Party's business, assets or financial condition such as to materially impair its ability to perform its obligations under this Agreement;
- (h) no liquidator, trustee in bankruptcy, receiver, receiver manager or other external administrator is currently appointed in relation to it or any of its property; and
- (i) to the best of its knowledge, there are no facts, matters or circumstances which give any Person the right to appoint or to apply to appoint (as the case may be) a liquidator, trustee in bankruptcy, receiver, receiver manager or other external administrator to it or any of its property.

## 5.2 Optionee's Representations and Warranties

The Optionee represents and warrants to the Optionor that:

- (a) the Shares that may be issued and delivered as directed by the Optionor under this Agreement will be, at the time of their issuance and delivery, validly allotted and issued as fully paid and non-assessable common shares in the capital of the Optionee, and the issuance thereof will not be subject to any pre-emptive or other similar right;
- (b) it is not aware of any material fact or circumstance which has not been disclosed to the Optionor which should be disclosed in order to prevent the representations and warranties in this section from being misleading or which are material to grant the Option to the Optionee;
- (c) the Optionee is a "reporting issuer" and not on the list of reporting issuers in default under applicable Securities Laws. The Shares are listed on the CSE and no delisting, suspension of trading in or cease trading order with respect to any securities of the Optionee and, to the knowledge of the Optionee, no inquiry or investigation (formal or informal) of any securities authority or the CSE is in effect or ongoing or, to the knowledge of the Optionee, expected to be implemented or undertaken with respect to the foregoing;
- (d) the Shares are listed and posted for trading on the CSE under the trading symbol "HUNT" and the Optionee is in compliance in all material respects with the rules and policies of the CSE; and
- (e) the Optionee has filed all documents required to be filed by it in accordance with applicable Securities Laws with the applicable securities authorities or the CSE. All such documents and information comprising the Public Disclosure Record, as of their respective dates (and the dates of any amendments thereto): (i) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; and (ii) complied in all material respects with the requirements of applicable Securities Laws.

## 5.3 Optionor's Representations and Warranties

The Optionor, jointly and severally, makes the following representations and warranties to the Optionee:

- (a) it is the sole beneficial and registered owner of a 100% undivided interest in the Property, free and clear of all Encumbrances (other than Permitted Encumbrances);
- (b) all of the Mineral Rights comprising the Property have been validly and properly located, staked, tagged and recorded in accordance with the laws of the jurisdiction in which the Property is located and there are no disputes threatened,

or now existing, of which it is aware as to title to, or the staking or recording of, those Mineral Rights;

- (c) it and its Personnel have conducted all activities on or in respect of the Property in compliance with, and to the best of its knowledge, all conditions on the Property are in compliance with, all applicable statutes, regulations, by-laws, laws, orders and judgments, and all directives, rules, consents, permits, orders, guidelines, approvals and policies, of any applicable Governmental Authority;
- (d) there are no adverse Claims against, or to the ownership of, or title to, the Property or any challenge to its right, title or interest in the Property, nor, to the best of its knowledge, is there any basis for any potential or future claims;
- (e) the Mineral Rights and Other Rights comprising the Property are fully and accurately described in Schedule A, and there are no other Mineral Rights or Other Rights that would properly be considered part of the Property;
- (f) to the best of its knowledge, there have been no past violations of any Environmental Laws or other laws affecting or pertaining to any of the Property, nor any past creation of damage or threatened damage to the air, soil, surface waters, ground water, flora, fauna or other natural resources on or about the Property;
- (g) to the best of its knowledge, no hazardous materials or other materials used in or generated by the use of the Property have been or are currently placed, used, stored, treated, manufactured, disposed of, released, discharged, spilled or emitted on or from the Property in material violation of any Environmental Laws;
- (h) there is no agreement or consent order to which the Optionor is a party relating to any environmental matter relating to the Property and, to the best of the Optionor's knowledge, no such agreement is necessary for continued compliance with Environmental Laws;
- (i) to the best of its knowledge, the Property does not lie within any protected area, rescued area, reserve, reservation, reserved area or special needs lands as designated by any Governmental Authority having jurisdiction, that would impair the exploration for Minerals or the development of a mining project on the Property;
- (j) it has not received any inquiry or notice of a pending investigation from any Governmental Authority or notice of any administrative or judicial proceeding concerning the violation of any laws, including Environmental Laws, relating to the Property;
- (k) it has not received any notice of expropriation of all or any of the Property nor does the Optionor have knowledge of any expropriation proceeding pending or threatened against or affecting the Property, nor of any discussions or negotiations which could lead to any such expropriation; and

- (l) it is not aware of any material fact or circumstance which has not been disclosed to the Optionee which should be disclosed in order to prevent the representations and warranties in this section from being misleading or which may be material to the Optionee's decision to enter into this Agreement and acquire an interest in the Property.

#### **5.4 Survival of Representations and Warranties**

The representations and warranties set out in this Article 5 will be treated as re-made and be binding upon each Party as at the Closing Date and each Party will immediately notify the other Party if any of its representations and warranties set out in this Article 5 are not true and correct in any material respect at any time prior to the Closing. The representations and warranties set out in this Article 5 will survive the Closing for a period of two (2) years.

#### **5.5 Indemnity**

- (a) Each Party agrees to indemnify the other Party from and against any Claim which the other Party suffers, sustains or incurs arising out of or in connection with the:
  - (i) material breach of any representation or warranty given or made by a Party under this Agreement; or
  - (ii) material breach of, or failure by, a Party or its Personnel to perform any covenant or obligation of that Party under this Agreement.
- (b) It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

### **ARTICLE 6 OPTIONEE RIGHTS AND OBLIGATIONS**

#### **6.1 Operator**

The Optionee will be the operator responsible for carrying out the Operations until the termination of this Agreement.

#### **6.2 Third Party Operator**

Except for an Affiliate of the Optionee, no other Person may be retained to carry out the Optionee's duties as operator under Section 6.4 unless such Person agrees in writing to be bound by all of the same duties and obligations imposed on the Optionee as operator under this Agreement and, in particular, under this Article 6.

#### **6.3 Rights of Operator**

During the term of this Agreement, the Optionee, as operator, will have:

- (a) full physical possession of the Assets and all powers and authorities necessary or desirable to enable it to carry out or procure the carrying out of all Operations; and

- (b) without limiting Section 6.3(a), the sole and exclusive right to:
- (i) enter in, under or upon the Property and to conduct the Operations and related activities on the Property;
  - (ii) exclusive and quiet possession of the Property;
  - (iii) access all information in the possession or control of the Optionor relating to prior operations on the Property, including all geological, geophysical and geochemical data and drill results, to be provided to the Optionee by the Optionor;
  - (iv) prepare and deliver an updated NI 43-101 technical report and work program, if required;
  - (v) build access roads, drill pads and temporary structures upon the surface of the Property for use by the Optionee and its Personnel;
  - (vi) carry out surface and underground exploration on the Property for Minerals, including, without limitation, conducting geological, geochemical and geophysical surveys and drilling programs, and collecting bulk samples for metallurgical test work;
  - (vii) use any Other Rights, if any, and make application for any such Other Rights as may be required in the circumstances;
  - (viii) apply for and hold all permits, licenses and other approvals deemed necessary or appropriate by the Optionee in connection with the conduct of exploration activities;
  - (ix) bring upon and erect upon the Property such buildings, plant, machinery and equipment as it may deem advisable;
  - (x) remove from the Property and dispose of, reasonable quantities of Minerals for the purpose of obtaining assays or making other tests; and
  - (xi) do such prospecting, exploration, development or other mining work on and under the Property as it may deem necessary or desirable.

#### **6.4 Operator's Obligations**

During the term of this Agreement, the Optionee, as operator, will:

- (a) conduct all Operations in a manner consistent with good exploration, engineering and mining practice and in compliance in all material respects with any applicable laws, rules, orders and regulations, including the carrying and maintaining of liability insurance on employees, all laws and regulations regarding reclamation, protection of the environment or human health, and applicable Environmental Laws with respect to the Property;



- (b) maintain the Property in good standing as required by applicable laws, including by payment of all fees, taxes, rentals, or other charges, the doing and filing of all necessary work, Assessment Work or otherwise, and the doing of all other acts and things, and making of all other payments, as may be necessary in that regard (including paying all costs with respect to the foregoing);
- (c) acquire all federal, provincial, and local permits required for the Operations (including paying all costs with respect to the foregoing);
- (d) be responsible for reclamation of those areas disturbed by the Optionee's activities and will post any operating and reclamation bonds required by regulatory agencies for work on the Property (including paying all costs with respect to the foregoing);
- (e) keep the Property free and clear of all Encumbrances related to operations by the Optionee (except liens for taxes not yet due, other inchoate liens and liens contested in good faith by the Optionee) and to proceed with all diligence to contest and discharge any such Encumbrance that is filed; and
- (f) on five (5) Business Days' prior notice by the Optionor and at the Optionor's sole risk and expense, permit any Personnel of the Optionor access to the Property at all reasonable times for the purpose of inspecting the work being done by the Optionee, provided that such inspection does not unduly interfere with any work being carried out by or on behalf of the Optionee, and further provided that the Optionor's Personnel shall comply with all applicable safety regulations and policies during such inspection, and the Optionor shall indemnify and save harmless the Optionee from any Claim arising in connection with such inspection that is the direct result of action of Personnel of the Optionor.

## **6.5 Reclamation**

The Optionee will be responsible for reclamation of all disturbances caused by any of the Operations to the extent required by applicable laws or industry standards, and to the extent possible, the Optionee will conduct reclamation concurrently with any such disturbance. Notwithstanding any termination of this Agreement, the Optionee agrees to undertake reclamation and closure monitoring of the Property to the extent required by all applicable laws and permits.

## **6.6 Indemnification of the Optionor**

The Optionee will indemnify the Optionor and its Personnel from and against any Claim made or brought by any Person against the Optionor or their Personnel which arises as a consequence of:

- (a) any act or omission of the Optionee or its Personnel in the performance of the Operations; or

- (b) the breach of, or failure to comply with, any applicable law by the Optionee or its Personnel in the performance or purported performance of the Operations.

Notwithstanding the foregoing, the Optionee will not be required to indemnify the Optionor with respect to any Claims arising from environmental matters related to the Property which predate the Closing Date or which otherwise arise as a result of the Optionor's actions. For greater certainty, the Optionee will be required to indemnify the Optionor with respect to any Claims arising from environmental matters related to the Property which arise as a result of the Optionee's actions.

#### **6.7 Indemnification of the Optionee**

The Optionor will indemnify and save the Optionee harmless from and against any Claim suffered or incurred by the Optionee arising directly or indirectly from any operations or activities conducted in or on the Property, whether by the Optionor or others, prior to the date of execution of this Agreement.

#### **6.8 Obligation to Inform**

During the term of this Agreement, each Party will, and will cause its Affiliates to:

- (a) promptly deliver to the other Party any notice, demand or other material communication relating to any of the Assets or the Property that it or any of its Affiliates receive; and
- (b) obtain the prior written consent of the other Party (which consent will not be unreasonably withheld or delayed) to the sending by it or its Affiliates of any notice, demand or other material communication relating to any of the Assets to any Person, including any adjacent property owner or any Governmental Authority.

### **ARTICLE 7 TITLE**

#### **7.1 Registered Title**

The Optionor (or its nominee/trustee) will remain the registered and beneficial holder of all of the Mineral Rights and Other Rights comprising the Property until the exercise of the Option, at which time the Earned Interest of the Property will be registered in the name of the Optionee in accordance with Section 2.6.

#### **7.2 No Encumbrance**

Except as provided in this Agreement, after the Closing Date, the Optionor will not deal or attempt to deal with its right, title and interest in or to the Assets or the Property or its rights under this Agreement, and will not cause or allow any Encumbrance to be given or granted in, in respect of, or over its right, title and interest in or to the Assets.

### 7.3 No Abandonment

Neither Party will abandon or surrender any of the Mineral Rights or the Other Rights comprising the Property without the prior written consent of the other Party.

## ARTICLE 8 ASSIGNMENT

### 8.1 Limitations on Assignments

- (a) Subject to Sections 8.2 and 8.3:
  - (i) prior to the Optionee having earned a 100% Earned Interest, neither the Optionor nor the Optionee will assign its rights under this Agreement without the prior written consent of the other Party; and
  - (ii) notwithstanding Section 8.1(a)(i), the Optionee may assign its interest in this Agreement without the prior written consent of the Optionor at any time following the Optionee having earned a 100% Earned Interest.
- (b) No assignment will be effective unless and until the proposed assignee enters into an agreement with the non-assigning Party by which the proposed assignee agrees to be bound by the provisions of this Agreement as if it was an original party to this Agreement in the place of the assigning party.
- (c) In this Article 8, “**assign**” includes to:
  - (i) sell, transfer, licence, franchise or otherwise dispose or part with possession of; and
  - (ii) mortgage, charge, grant a lien, pledge, hypothecate, declare a trust in respect of, or grant any interest in, by way of security or otherwise.

### 8.2 Assignment to Affiliates

Notwithstanding Section 8.1, a Party may assign this Agreement to an Affiliate of that Party. An assignment to an Affiliate will be subject to an Affiliate and the assigning Party entering into an agreement with the non-assigning Party, in form and substance satisfactory to the non-assigning Party, acting reasonably, by which:

- (a) concurrently with the assignment of this Agreement by the assigning Party to the Affiliate, the legal and beneficial interest of the assigning Party in the Assets is assigned to the Affiliate; and
- (b) the Affiliate agrees to assume the obligations of the assigning Party under this Agreement and be bound by this Agreement.

### **8.3 Exceptions**

Nothing in this Article 8 applies to or restricts in any manner an amalgamation or corporate reorganization involving a Party which has the effect in law of the amalgamated or surviving corporation possessing all the property, rights and interests, and being subject to all the debts, liabilities and obligations, of each amalgamating or predecessor corporation.

## **ARTICLE 9 FORCE MAJEURE**

### **9.1 Notice of Force Majeure**

Subject to Section 9.4, a Party will not be liable for any delay or failure to perform any of its obligations under this Agreement (other than an obligation of indemnification or to pay money) if, as soon as reasonably possible after the beginning of the Force Majeure affecting the ability of the Party to perform any of its obligations under this Agreement, it gives notice to the other Party in accordance with Section 9.2 and otherwise complies with the provisions of this Article 9.

### **9.2 Force Majeure Notice**

A notice given under Section 9.1 will:

- (a) specify the obligations the Party cannot perform;
- (b) fully describe the Force Majeure;
- (c) estimate the time during which the Force Majeure is expected to continue; and
- (d) specify the measures proposed to be adopted to remedy or abate the Force Majeure.

### **9.3 Obligation to Remedy and Mitigate**

The Party that is prevented from carrying out its obligations under this Agreement as a result of Force Majeure will:

- (a) remedy the Force Majeure to the extent reasonably possible and resume performance of its obligations as soon as reasonably practicable; and
- (b) take all action reasonably practicable to mitigate any liability suffered by the other Party as a result of its failure to carry out its obligations under this Agreement.

Despite the foregoing, nothing in this Section 9.3 will require the Party that is prevented from performing its obligations under this Agreement as a result of Force Majeure to resolve or compromise any labour dispute or to question or to test the validity of any law, rule, regulation or order of any Governmental Authority or to perform its obligations under this Agreement if a Force Majeure renders performance impossible.

#### 9.4 Effect of Force Majeure on Time and Payment

- (a) In the event of a Force Majeure, any time period provided for in this Agreement will be extended by a period equivalent to the period of delay or such longer period as is reasonable in the circumstances.
- (b) If at any time before the exercise of the Option by the Optionee, a Force Majeure arises, and if the Force Majeure does not remedy or abate at any time by the expiration of one year from the date on which the Force Majeure first arose, then the Optionee will, within 60 Business Days after the expiration of one year from the date on which the Force Majeure first arose, by notice in writing to the Optionor, elect to terminate this Agreement.

### ARTICLE 10 CONFIDENTIAL INFORMATION

#### 10.1 Confidentiality

Each of the Parties agrees that this Agreement and all information (whether in tangible or electronic form) exchanged between the Parties or their Affiliates under this Agreement that is marked as confidential (the “**Confidential Information**”), is confidential, will be kept confidential, and will not be disclosed to any Person at any time or in any manner except: (a) with the prior written consent of the other Party; (b) to the extent that the Confidential Information was publicly available at the Closing Date or becomes publicly available subsequent to the Closing Date without breach of this Agreement; (c) as may be necessary in seeking approval of any Governmental Authority: (i) to maintain the Property or acquire additional Mineral Rights or Other Rights, or (ii) to perform the Operations; (d) by a Party to legal, financial and other professional advisers, auditors and other consultants, officers and employees of: (i) that Party, or (ii) that Party’s Affiliates, in any case requiring the information for the purposes of this Agreement (or any transactions contemplated by this Agreement), or for the purpose of advising that Party in relation to this Agreement; (e) to the extent required by law or by a lawful requirement of any Governmental Authority or stock exchange having jurisdiction over the Party or an Affiliate thereof; (f) if necessary or commercially desirable to be disclosed by a Party; (g) if required in connection with legal proceedings relating to this Agreement or for the purpose of advising a Party in relation to legal proceedings; (h) to any *bona fide* enquirer contemplating the direct or indirect purchase of an interest of a Party under this Agreement or a business combination with or financing by a Party or to an Affiliate thereof as long as the enquirer or the Affiliate has first entered into an agreement in favour of the Parties to preserve confidentiality of information disclosed in a manner at least as onerous on the enquirer or Affiliate as this Section 10.1 is onerous on the Parties; (i) to a banker or other financial institution considering the provision of financial accommodation to a Party or an Affiliate thereof, or to a trustee, representative or agent of that banker or financial institution; or (j) to a stock exchange (including any regulator or securities commission having jurisdiction over a stock exchange) or similar public market for trading shares upon which securities of a Party or an Affiliate thereof are quoted after the reasonable prior consultation, if practicable, with the other Party taking place as to the nature and form of the disclosure (which does not imply that the consent or approval, of the other Party will or need be obtained). Despite the foregoing, any compelled disclosure will be only to the minimum standards required by the applicable stock exchange, regulator, securities commission or law.

## 10.2 Disclosure to Personnel

If a Party discloses Confidential Information to its Personnel, then that Party will ensure that any such Personnel:

- (a) are informed of the confidential nature of the Confidential Information disclosed and the Party's obligations under this Article 10; and
- (b) comply with the terms of this Article 10 as if they were bound by it.

## ARTICLE 11 TERMINATION AND REMEDIES

### 11.1 Election to Terminate

- (a) Either Party may terminate this Agreement if the Closing Date has not occurred by the Outside Date.
- (b) The Optionee may elect to terminate this Agreement by delivering 10 days' notice to that effect to the Optionor, provided that the Optionor will be entitled to retain any Cash Payments or Shares received by the Optionor in accordance with Section 2.2(a) prior to such notice of termination.
- (c) If the Optionee fails to make any payments to the Optionor pursuant to Section 2.2(a) by the applicable specified payment date, the Optionor shall be entitled upon 30 days' written notice to the Optionee, if such payment is not paid to the Optionor prior to the end of such notice period, to terminate this Agreement. Upon such termination, the Optionor will be entitled to retain any Cash Payments and Shares received by the Optionor in accordance with Section 2.2(a) prior to such notice of termination.

### 11.2 Events of Default

A Party may terminate this Agreement by notice in writing to the other Party if:

- (a) the other Party (the "**Defaulting Party**") commits a material breach of any provision of this Agreement, and:
  - (i) the breach is incapable of remedy, or
  - (ii) the breach is capable of remedy, other than a breach pursuant to section 11.1(c) and:
    - A. the Party has given notice to the Defaulting Party specifying the breach and requesting that it be remedied, and
    - B. the Defaulting Party has failed to take reasonable steps to commence rectifying that breach (or overcome its effects) within 30 days of receiving that notice; or

- (b) any one of the following occurs in relation to the other Party (the “**Insolvent Party**”):
- (i) the Insolvent Party becomes insolvent or unable to pay its debts as and when they fall due,
  - (ii) a liquidator, provisional liquidator, receiver, assignee, custodian, trustee, sequestrate or an analogous Person is appointed to, or in respect of, the Insolvent Party or any of its property,
  - (iii) the Insolvent Party enters into, or calls a meeting of its shareholders or creditors with a view to entering into, a composition, compromise or arrangement with, or an assignment for the benefit of, any of its shareholders or creditors, or a court orders that a meeting be convened in respect of a proposed composition, compromise or arrangement between the Insolvent Party and its creditors or any class of its creditors, other than for the purpose of reconstruction or amalgamation,
  - (iv) the Insolvent Party has any *bona fide* execution, writ of execution, *mareva* or standstill injunction or similar order, attachment or other process made, levied or issued against it or in relation to any of its assets,
  - (v) any *bona fide* application is made or other process commenced (not being an application or process withdrawn, discontinued or dismissed within 30 days of being filed) seeking an order for the appointment of a provisional liquidator, a liquidator, a receiver or a receiver manager to the Insolvent Party,
  - (vi) the Insolvent Party is declared bankrupt or has filed for some form of protection from its creditors under applicable laws relating to or governing bankruptcy,
  - (vii) there is a resolution of creditors or members, or an order of a court, to place in liquidation or bankruptcy or wind up the Insolvent Party, or
  - (viii) an event happens analogous to an event specified in Sections 11.2(b)(i) to 11.2(b)(vii) to which the law of another jurisdiction applies and the event has an effect in that jurisdiction similar to the effect which the event would have had if the law of Canada applied.

### **11.3 Personnel and Affiliates**

For the purposes of this Agreement a breach of any provision of this Agreement by the Personnel or any Affiliate of a Party or any Affiliate thereof will be deemed to be a breach by that Party.

### **11.4 Post-Termination Obligations - Prior to Exercise of Option**

If this Agreement is terminated for any reason, then:

- (a) all of the Optionee's rights under Section 6.3 shall terminate and the Optionee shall no longer serve as the operator of the Property, except with the consent in writing of the Optionee;
- (b) the Optionee will deliver to the Optionor, within 30 days after the date of termination, all of the Assets held by the Optionee as well as all Exploration Data obtained by the Optionee or its Personnel;
- (c) the Optionee will comply in all material respects with applicable laws and regulations regarding reclamation in relation to Operations conducted by it on the Property;
- (d) any equipment (the "**Equipment**") brought and placed on or in the Property in connection with the Operations will remain the Optionee's exclusive property and may be removed by the Optionee at any time within a period of 120 days following the termination of this Agreement, but, if the Optionee has not removed all the Equipment within that 120 day period, then the Equipment not so removed thereafter will become the absolute property of the Optionor or, at the Optionor's option, may be removed by the Optionor in a commercially reasonable manner at the Optionee's expense. All the Equipment, until it becomes the Optionor's property or is removed from the Property, will be the sole responsibility of the Optionee, and the Optionor will have no liability with regard to it;
- (e) the Optionor will have the option of requiring the Optionee to remove all drill core and racks and boxes containing drill core from the Property at the Optionee's expense; and
- (f) the Optionee will vacate the Property within a reasonable time after termination, but the Optionee will have a right of access to the Property for a period of 120 days thereafter for the sole purpose of performing the obligations contained in this Section 11.4, and shall have the right to access the Property to the extent necessary to discharge its obligations pursuant to Section 11.4, provided that the Optionee shall indemnify and save harmless the Optionor from any Claim arising in connection with such activities resulting from action of the Optionee or any Personnel thereof during their access to the Property.

#### **11.5 Post-Termination Obligations - Termination by the Optionee**

If this Agreement is terminated by the Optionee at any time, the Optionee will ensure that at least one (1) year of Assessment Work has been filed and applied with respect to the Property and transfer all data and materials collected during the Option period to the Optionor.

#### **11.6 Consequences of Termination**

- (a) Subject to Sections 6.5, 6.6, 6.7, 6.8, 11.4, 11.5 and 14.12, if this Agreement is terminated, then each Party will be released from further performance of its obligations under this Agreement.



- (b) Termination of this Agreement will not derogate from, affect or prejudice any rights or remedies of a Party whether arising under this Agreement or at law that have accrued prior to the date of, or arise as a consequence of, the termination.

## **ARTICLE 12 DISPUTES**

### **12.1 Governing Law**

Except for matters of title to the Property or its assignment or transfer, which will be governed by the law of Newfoundland and Labrador, this Agreement is governed by and will be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Parties agree that the courts of British Columbia will have sole jurisdiction to entertain any action or other legal proceeding based on any provision of this Agreement and the Parties agree to attorn to the exclusive jurisdiction of such courts.

### **12.2 Dispute Resolution**

All disputes arising under or in connection with this Agreement which cannot be resolved by agreement between the Parties will be resolved in accordance with applicable laws. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or substantially prevailing Party will be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

## **ARTICLE 13 NOTICE**

### **13.1 Notices**

All notices, payments and other required communications to either Party will be in writing, and will be addressed as follows:

- (a) if to the Optionee:

Gold Hunter Resources Inc.  
75-8050 204<sup>th</sup> Street  
Langley, British Columbia, V2Y 0X1

Attention: Sean Kingsley  
Email: sean@goldhunterresources.com

with a copy (which shall not constitute notice) to:

Clark Wilson LLP  
900 – 885 West Georgia Street  
Vancouver, British Columbia, V6C 3H1

Attention: Virgil Hlus  
Fax no.: (604) 687-6314  
Email: VHlus@cwilson.com

(b) if to the Optionor:

Magna Terra Minerals Inc.  
Suite 401 – 20 Adelaide Street East  
Toronto, Ontario, M5C 2T6

Attention: Lew Lawrick, President and CEO  
Email: llawrick@magnaterraminerals.com

with a copy (which shall not constitute notice) to:

Fasken Martineau DuMoulin LLP  
Suite 3500 - 800 Victoria Square  
Montreal, Quebec, H3C 0B4

Attention: Frank Mariage  
Email: fmariage@fasken.com

All notices will be given: (i) by personal delivery to the Party, (ii) by electronic communication capable of producing a printed transmission, (iii) by registered or certified mail, return receipt requested, or (iv) by overnight or other express courier service. All notices will be effective and will be deemed delivered: on the date of receipt at the principal address if received during normal business hours, and, if not delivered during normal business hours, on the next Business Day following delivery; if delivered by electronic communication, if sent prior to 4:00 p.m. (Pacific time) on a Business Day, on such Business Day, or, if not, on the next Business Day; and if delivered solely by mail on the next Business Day after actual receipt. Either Party may change its address by notice to the other Party in accordance with this Article 13.

## **ARTICLE 14 GENERAL**

### **14.1 Relationship of Parties**

The Parties agree and declare that this Agreement is not, and will not be construed as constituting, an association, corporation, mining partnership or any other kind of partnership and, except as expressly provided otherwise in this Agreement, nothing in this Agreement will be deemed to constitute a Party a partner, agent or legal representative of any other Party for any purpose whatsoever or create a fiduciary relationship between the Parties.

#### **14.2 Other Activities and Interests**

- (a) The rights and obligations of the Parties under this Agreement are strictly limited to the Property. Each Party may enter into, conduct and benefit from any business venture of any kind whatsoever, whether or not competitive with the activities undertaken under this Agreement, without disclosing those activities to the other Party or inviting or allowing the other Party to participate in that business venture.
- (b) Except to the extent expressly provided otherwise in this Agreement, and, without limiting Section 14.2(a), nothing in this Agreement will prevent, or may be construed to prevent, a Party from: (i) acquiring any Mineral Right or interest in any Mineral Right outside of the Property; (ii) acquiring any Mineral Right or interest in any Mineral Right within the Property that has been abandoned or surrendered in accordance with this Agreement; or (iii) using, for any reason not related to the Property, any geological, geophysical, geochemical, metallurgical or operational concept, model or principle of any kind, and each Party will be free to so acquire and use, with no obligation whatsoever to the other Party.

#### **14.3 Recording of this Agreement**

This Agreement, or a memorandum of this Agreement, will, upon the written request of a Party, be recorded in the office of any Governmental Authority identified in the written request of the requesting Party, in order to give notice to other Persons of that Party's interests that arise under this Agreement. Each Party agrees with the requesting Party to execute those documents that may be necessary to perfect such recording.

#### **14.4 Entire Agreement**

This Agreement, including any schedules hereto, contains the entire understanding of the Parties, and supersedes all prior agreements and understandings between the Parties, with respect to the subject matter hereof.

#### **14.5 Amendment and Variation**

This Agreement may not be amended, modified, varied or supplemented except in writing signed by each of the Parties.

#### **14.6 Consents or Approvals**

Except where expressly specified otherwise in this Agreement, if the doing of any act, matter or thing under this Agreement is dependent on the consent or approval of a Party, or is within the discretion of a Party, then the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld or delayed by the Party in its absolute discretion.

#### **14.7 Waiver**

The failure of either Party to insist on the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach hereof will not constitute a waiver of

any provision of this Agreement or limit such Party's right thereafter to enforce any provision or exercise any right.

#### **14.8 Costs and Outlays**

Each Party will pay its own costs and expenses connected with the preparation, negotiation and execution of this Agreement, including all legal, accounting and brokers or finders fees and disbursements relating to this Agreement.

#### **14.9 Manner of Payment**

Any payment to be made to a Party may be made by electronic funds transfer to that Party's bank as designated by that Party by notice from time to time. That bank will be deemed the agent of the designating Party for the purposes of receiving, collecting and receipting such payment.

#### **14.10 Further Assurances**

Each Party will promptly, at its own cost, do all things (including executing and, if necessary, delivering all documents) reasonably necessary or desirable to give full effect to this Agreement and the transactions contemplated by it.

#### **14.11 Special Remedies**

Each Party acknowledges and agrees that:

- (a) any breach by it of Article 8 (*Assignment*) or Article 10 (*Confidential Information*) would constitute an injury and cause damage to the other Party which is impossible to measure monetarily;
- (b) monetary damages alone would not be a sufficient remedy for a breach of Article 8 or Article 10;
- (c) in addition to any other remedy which may be available in law or equity, a Party is entitled to interim, interlocutory and permanent injunctions or any of them to prevent breach of Article 8 or Article 10 and to compel specific performance of either or both of such Articles; and
- (d) any Party intending to breach, or which breaches, Article 8 or Article 10 hereby waives any defence it may have at law, in equity or under statute to such injunctive or equitable relief.

#### **14.12 Survival**

Sections 2.7, 5.5, 6.5, 6.6, 6.7, 6.8, 10.1, 11.4, 11.5, 11.6, 12.1, 12.2, 14.1, 14.7, 14.8, 14.10, 14.11, 14.12, 14.14 and 14.15, and all limitations of liability and rights accrued prior to completion, termination or expiration of this Agreement, will not merge on completion, termination or expiration of this Agreement, but will continue in full force and effect after any termination or expiration of this Agreement, as will any other provision of this Agreement which expressly, or by implication from its nature, is intended to survive the termination or expiration of this Agreement.

#### **14.13 Conflicts of Interest and Corrupt Practices**

Each Party will comply with all applicable anti-corruption laws of all jurisdictions, including all relevant laws of Canada and the United States (each, an “**Anti-Corruption Law**”). Each Party will not give or offer to give, receive, or agree to accept, any payment, gift or other advantage which violates an Anti-Corruption Law.

#### **14.14 Severability**

If anything in this Agreement is unenforceable, illegal or void, then it is severed and the rest of this Agreement remains in full force and effect. Where a provision of this Agreement is prohibited or unenforceable, the Parties will negotiate in good faith to replace the invalid provision by a provision which is in accordance with applicable laws and which will be as close as possible to the Parties’ original intent, and appropriate consequential amendments (if any) will be made to this Agreement.

#### **14.15 Successors and Assigns**

This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

#### **14.16 Counterparts and Electronic Delivery**

This Agreement may be executed by the Parties in any number of counterparts, and it will not be necessary that the signatures of both Parties be contained on any one counterpart. Executed copies of this Agreement may be delivered by the Parties by email or other form of electronic transmission capable of producing a printed copy. Each counterpart so executed and delivered will be deemed to be an original, will constitute one and the same instrument, and, notwithstanding the date of execution, will be deemed to be executed as of the date first set forth above.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date set forth above.

**SIGNED, SEALED AND DELIVERED** by  
**GOLD HUNTER RESOURCES INC.** in  
the presence of:

**GOLD HUNTER RESOURCES INC.**

*"Manveer Sall"*

Per:

*"Sean Kingsley"*

Notary Public or Commissioner of Oaths  
(affix seal)

Name: Sean Kingsley  
Title: CEO and President

I have authority to bind the Corporation

**SIGNED, SEALED AND DELIVERED** by  
**MAGNA TERRA MINERALS INC.** in the  
presence of :

**MAGNA TERRA MINERALS INC.**

*"Angela V S Planas"*

Per:

*"Lew Lawrick"*

Notary Public or Commissioner of Oaths  
(affix seal)

Name: Lew Lawrick  
Title: CEO and President

I have authority to bind the Corporation

**SIGNED, SEALED AND DELIVERED** by  
**2647102 ONTARIO INC.** in the presence  
of:

**2647102 ONTARIO INC.**

*"Angela V S Planas"*

Per:

*"Lew Lawrick"*

Notary Public or Commissioner of Oaths  
(affix seal)

Name: Lew Lawrick  
Title: CEO and President

I have authority to bind the Corporation

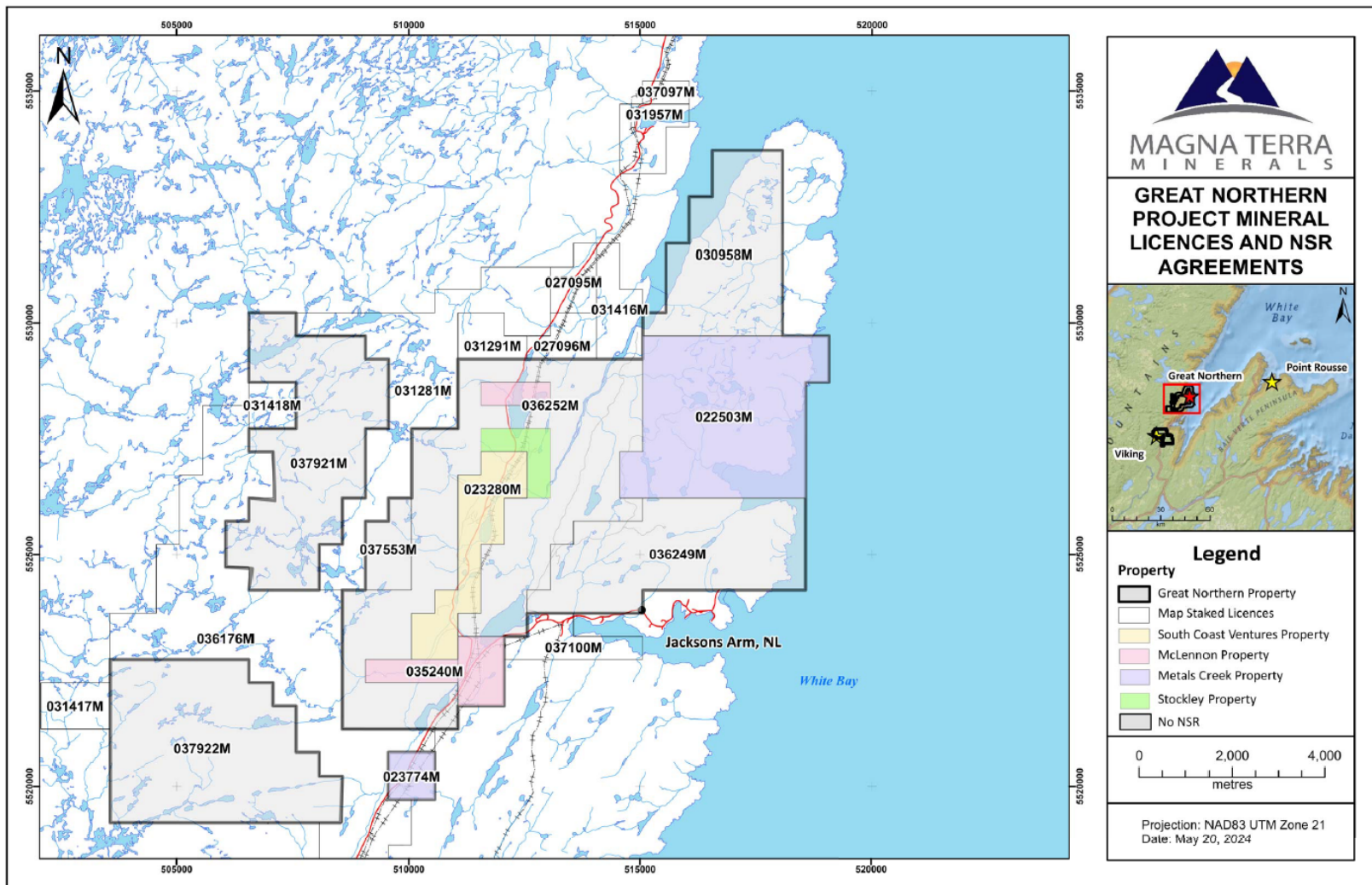
**SCHEDULE A**  
**PROPERTY DESCRIPTION**

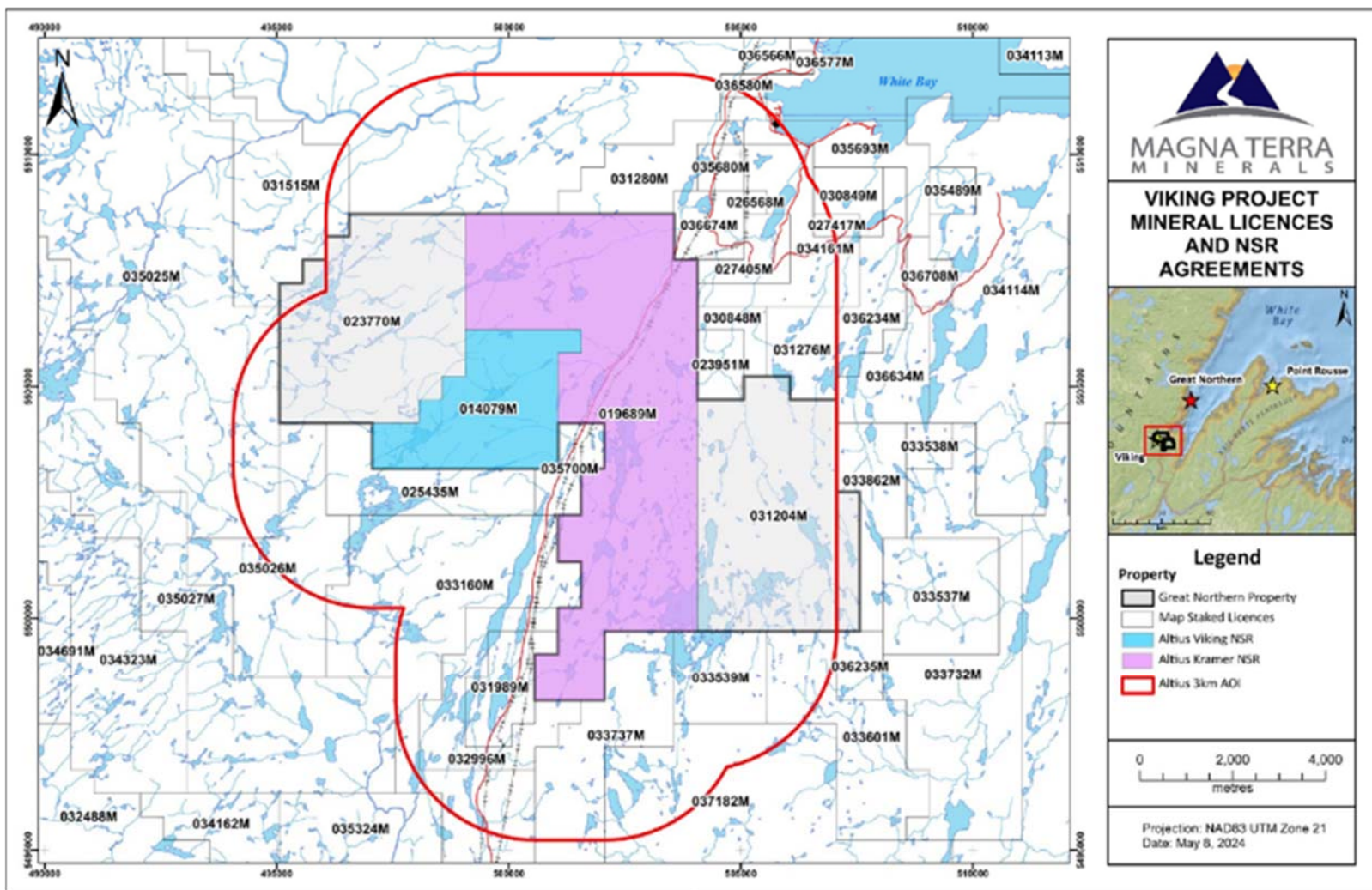
<b>Licence</b>	<b>File Number</b>	<b>Registered Holder</b>	<b>Property</b>	<b>Claims</b>	<b>Hectares</b>	<b>Issuance Date</b>	<b>Licence Renewal Date</b>
019689M	7747591	2647102 Ontario Inc.	Great Northern (Viking)	125	3125	22-Nov-2006	22-Nov-2026
031204M	7758600	2647102 Ontario Inc.	Great Northern (Viking)	68	1700	16-Sep-2020	16-Sep-2025
014079M	7744812	2647102 Ontario Inc.	Great Northern (Viking)	36	900	28-Jun-2002	28-Jun-2024
023770M	7755497	2647102 Ontario Inc.	Great Northern (Viking)	63	1575	29-Feb-2016	1-Mar-2026
035240M	7755322	2647102 Ontario Inc.	Great Northern (Jackson's Arm)	10	250	19-Nov-2015	19-Nov-2025
030958M	7758375	2647102 Ontario Inc.	Great Northern (Jackson's Arm)	35	875	1-Aug-2020	1-Aug-2025
023280M	7743692	2647102 Ontario Inc.	Great Northern (Jackson's Arm)	17	425	15-Nov-1999	15-Nov-2024
036252M	7755326	2647102 Ontario Inc.	Great Northern (Jackson's Arm)	96	2400	19-Nov-2015	19-Nov-2025
023774M	7755501	2647102 Ontario Inc.	Great Northern (Jackson's Arm)	4	100	2-Mar-2016	2-Mar-2026
022503M	7751759	2647102 Ontario Inc.	Great Northern (Jackson's Arm)	53	1325	21-Jan-2011	21-Jan-2026
036249M	7759155	2647102 Ontario Inc.	Great Northern (Jackson's Arm)	44	1100	3-Jan-2021	3-Jan-2026
037553M	7763714	2647102 Ontario Inc.	Great Northern (Jackson's Arm)	7	175	23-Mar-2024	23-Mar-2029

037921M	7763976	2647102 Ontario Inc.	Great Northern (Jackson's Arm)	50	1250	-	-
037922M	7763977	2647102 Ontario Inc.	Great Northern (Jackson's Arm)	58	1450	-	-



### Map of Property





**SCHEDULE B**  
**PERMITTED ENCUMBRANCES**

<b>Licence</b>	<b>File Number</b>	<b>Property</b>	<b>Royalty Holder</b>	<b>NSR</b>
019689M	7747591	Great Northern (Viking)	Altius	1%
014079M	7744812	Great Northern (Viking)	Altius	2.5%
035240M	7755322	Great Northern (Jackson's Arm)	McLennon	2%
023280M	7743692	Great Northern (Jackson's Arm)	South Coast Ventures	3%
036252M	7755326	Great Northern (Jackson's Arm)	Stockley	0.5%
			McLennon	2%
023774M	7755501	Great Northern (Jackson's Arm)	Metals Creek	2%
022503M	7751759	Great Northern (Jackson's Arm)	Metals Creek	2%