

**GOLD HUNTER RESOURCES INC.**

75 – 8050 204<sup>th</sup> Street  
Langley, BC V2Y 0X1

June 10, 2024

**VIA EMAIL**

Long Range Exploration Corporation  
Suite 1430, 540 – 5<sup>th</sup> Avenue SW,  
Calgary, Alberta, T2P 0T8

**-AND-**

Darrell Brown  
[REDACTED]

**-AND-**

GeoToria Holdings Limited  
[REDACTED]

**Re: Acknowledgements and agreements pertaining to certain matters in connection with a Share Purchase Agreement dated May 29, 2024 (the “Share Purchase Agreement”) between Gold Hunter Resources Inc. (the “Purchaser”), Long Range Exploration Corporation (“Long Range”), Darrell Brown (“Brown”), and GeoToria Holdings Limited (“GeoToria”, and together with Long Range, Brown and GeoToria, the “Vendors”)**

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**BACKGROUND:**

- A. The Purchaser and the Vendors entered into the Share Purchase Agreement pursuant to which the Purchaser agreed to acquire all of the issued and outstanding common shares of Long Range in exchange for 9,000,000 Purchaser Shares and a cash payment of \$50,000, such that, upon closing, Long Range will become a wholly-owned subsidiary of the Purchaser. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Share Purchase Agreement;
- B. Pursuant to Section 2.1(b) of the Share Purchase Agreement, the Purchaser agreed to pay a cash payment of \$50,000 as partial consideration for the Transaction, with such Cash Payment to be used to pay the accounts receivable of the Purchaser (the “**Accounts Receivable**”), and any remaining amount to be distributed on a pro-rata basis to the Target Shareholders;

- C. Pursuant to Section 4.19 of the Share Purchase Agreement, the Vendors agreed that the Target does not have any outstanding material Liabilities to any Person and is not party to, or bound by, any suretyship, guarantee, indemnification or assumption agreement or endorsement of, or any other similar commitment with respect to, the Liabilities of any Person; and
- D. The Purchaser, Long Range, Brown, and GeoToria (each, a “**Party**” and together, the “**Parties**”) wish to enter into this agreement (this “**Letter Agreement**”) to address certain matters pertaining to the Accounts Receivable and Section 4.19 of the Share Purchase Agreement.

**THIS LETTER AGREEMENT WITNESSES THAT**, in consideration for the mutual agreements set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Purchaser and the Vendors hereby acknowledge and agree that:
  - a. the Accounts Receivable are comprised of certain liabilities and expenses, including but not limited to legal expenses and audit fees, either incurred by Long Range prior to Closing or resulting from actions or omissions of the Vendors prior to Closing, that the Purchaser will need to pay on or shortly after Closing, with the aggregate amount of the Accounts Receivable equal to \$50,000, such that following the full satisfaction of the Accounts Receivable, no portion of the Cash Payment will remain payable to the Vendors or the Target Shareholders; and
  - b. at Closing, the Purchaser will retain the full amount of the Cash Payment to cover the Accounts Receivable.
2. Notwithstanding Section 4.19 of the Share Purchase Agreement, the Purchaser and the Vendors agree that the maximum amount of Liabilities of Long Range at Closing shall not exceed the amount of the Accounts Receivable, being \$50,000.
3. Notwithstanding anything to the contrary in the Share Purchase Agreement, the Vendors agree that upon Closing, any Liabilities of Long Range in excess of \$50,000 will be the sole and exclusive responsibility of the Vendors, jointly and severally.
4. Other than as provided herein, the provisions of the Share Purchase Agreement are not amended by this Letter Agreement and remain in full force and effect. Each of the Purchaser, Long Range, Brown and GeoToria do not waive any of the terms of the Share Purchase Agreement in connection with the matters herein, and they each reserve their rights to seek such remedies as may be available to them in connection with any breach of the Share Purchase Agreement or this Letter Agreement, as applicable, at law or equity.
5. This Letter Agreement may not be amended except by a written agreement signed by the Purchaser, Long Range, Brown and GeoToria.

6. The Parties acknowledge that this Letter Agreement is the product of arm's length negotiation among each of the Parties, each having obtained its own independent legal advice, and that this Letter Agreement will be construed neither strictly for nor strictly against any Party, irrespective of which Party was responsible for drafting this Agreement.

Each of the Parties acknowledge and agree that Clark Wilson LLP ("**Clark Wilson**") has acted as legal counsel to the Purchaser only, not to any other Party, and that Clark Wilson has not been engaged to protect the rights and interests of the Vendors. The Vendors acknowledge and agree that Clark Wilson has given it adequate opportunity to seek, and have recommended that they seek and obtain, independent legal and taxation advice with respect to the subject matter of this Agreement and for the purpose of ensuring their rights and interests are protected. The Vendors represent and warrant to the Purchaser and Clark Wilson that he/she/it has sought independent legal and taxation advice or consciously chosen not to do so with full knowledge of the risks associated with not obtaining such independent legal and taxation advice.

7. This Letter Agreement is the complete and exclusive statement regarding the subject matter of this Letter Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Letter Agreement, including, without limitation, any "Entire Agreement" provisions set out in the Share Purchase Agreement.
8. This Letter Agreement shall be governed by and construed in accordance with the Laws of the Province of British Columbia and the federal Laws of Canada applicable therein.
9. This Letter Agreement may be executed in several counterparts, each of which will be deemed to be an original, and all of which will together constitute one and the same instrument, and delivery of an executed copy of this Letter Agreement by email transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Letter Agreement as of the date first written above.

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

The Purchaser, Long Range, Brown and GeoToria have executed this Letter Agreement as of the date set forth on the first page of this Letter Agreement.

**GOLD HUNTER RESOURCES INC.**

Per: "Sean Kingsley"  
Authorized Signatory

**LONG RANGE EXPLORATION  
CORPORATION**

Per: "Darrell Brown"  
Authorized Signatory

**DARRELL BROWN**

"Darrell Brown"  
**DARRELL BROWN**

**GEOTORIA HOLDINGS LIMITED**

Per: "Colin James Davies"  
Authorized Signatory