

CORPORATE MANAGEMENT AGREEMENT

THIS AGREEMENT dated for reference **June 1, 2021**, is made:

BETWEEN:

GOLD TREE RESOURCES LTD., with its corporate head office at
Suite 21, 2986 Coast Meridian Rd, Port Coquitlam, BC, V3B 3M8.

(the “Company”)

AND:

PARTUM ADVISORY SERVICES CORP., a company duly
incorporated in **British Columbia**, with its head office at **789 West
Pender Street, Suite 810, Vancouver, British Columbia, V6C 1H2.**

(the “Contractor”)

RECITALS:

- A.** The Company and its wholly owned subsidiaries are involved in the business of metals and minerals in various jurisdictions.
- B.** The Company desires to retain the Contractor to look after general corporate administration and to provide bookkeeping/accounting services for the Company and the Contractor has agreed to do so pursuant to the terms of the Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the promises herein contained, the parties hereto agree as follows:

Duties of the Contractor

When so requested by the Company.

- 1.** The Contractor shall administer the affairs of the Company in accordance with this Agreement.
- 2.** The Contractor shall provide, except where the Company indicates that it will perform certain functions listed below, the following services:
 - (a)** conduct the Company’s annual general meetings, including preparing documentation, filing requisite regulatory confirmations, and conducting shareholder mailings in accordance with the Toronto Stock Exchange or any other stock exchange as applicable and National Instrument 54-101 issued by the Canadian Securities Administrators;
 - (b)** prepare, file, and mail out unaudited quarterly financial statements and Quarterly Reports in accordance with regulatory requirements;
 - (c)** prepare and file Material Change Reports in accordance with regulatory requirements;
 - (d)** prepare letters of intent with respect to acquisition transactions by the Company;

- (e) prepare documents respecting management and employee stock options in the Company and attend to their filing with the appropriate regulatory authorities;
- (f) prepare and disseminate press releases in accordance with regulatory requirements;
- (g) do general typing as required, including correspondence, reports, board/committee minutes, and other documents;
- (h) provide advice to Insiders of the Company as defined by and in accordance with the Securities Act;
- (i) keep mailing lists for the Company's shareholder communication and promotional purposes;
- (j) prepare agendas and minutes of meetings of the Board of Directors, and consent resolutions of the Board of Directors, of the Company;
- (k) prepare a list of the Company's accounts payable on a monthly basis, and co-ordinate the payment thereof with the Company's executive officer responsible therefor;
- (l) keep the Company's financial records;
- (m) maintain the bank account(s) on behalf of the Company in accordance with internal controls established by the Company's management and Board (i.e. payment approvals, dual signatories on payments, etc.);
- (n) assist the Company's auditors in their annual audit of the Company;
- (o) assist the Company's lawyers as necessary in their provision of legal services to the Company;
- (p) keep accurate, complete, up-to-date and orderly records of the Company's business;
- (q) do such other work as may be required for the Contractor to perform the foregoing and as is customarily provided by a person in the Contractor's position;

for all of which the Contractor shall be responsible to the CEO and Board of Directors of the Company.

3. The Contractor agrees that it shall, during the term of this Agreement, provide sufficient time to the business of the Company, and to any subsidiary of the Company, for the performance of the said services faithfully, diligently, to the best of its abilities and in the best interests of the Company.

Term of this Agreement

4. The term of this Agreement shall be **twelve (12) months** commencing on the date of this Agreement.

5. Provided the Contractor is not in default hereunder, this agreement shall automatically renew for a further **twelve (12) month** term, and shall successfully renew for **further twelve (12) month** terms, unless the Contractor or the Company shall give to the other party **ninety (90)** day notice of non-renewal, in which case it shall terminate.

Compensation to the Contractor

6. For the Contractor's services under this Agreement, the Company shall pay the Contractor a fee in the amount of **\$3,000 for corporate services**, plus applicable tax. The fees shall be reviewed by the Company and the Contractor after the **twelfth (12th)** month following the date of this agreement. A one-time set-up has been waived.
7. In addition to the payment of the fees, and except as otherwise agreed by the parties, the Company shall reimburse the Contractor for all expenses actually and properly incurred by the Contractor on behalf of the Company in carrying out its duties and performing its functions under this Agreement and for all such expenses the Contractor shall furnish statements and vouchers to the Company, prior to the reimbursement. Such expenses include, but are not limited to SEDAR filing fees, bulk mailing and printing fees, corporate online filing fees, courier fees, local and long-distance telephone charges, office supplies, photocopies, toner, computer supplies, and facsimile charges.

Additional Services Provided

8. The Contractor will be paid for any additional services provided over and above the scope of this Agreement. All fees in excess of \$500 shall be approved by the Company in writing before the Contractor incurs them.

Restrictions on the Contractor

9. The Company is aware that the Contractor has now and will continue to provide management services to other companies and the Company recognizes that these companies will require a certain portion of the Contractor's employees' time. The Company agrees that the Contractor may continue to provide services to such outside interest, provided that such interests do not conflict with the Contractor's duties under this Agreement.
10. The Contractor shall not, at any time or in any manner, either directly or indirectly divulge, disclose or communicate to any person, firm, or company in any manner whatsoever, any information concerning any matters reflecting or relating to the business of the Company about which disclosure to the public has not been made pursuant to the Securities Act of British Columbia, except as authorized or required by its duties.

The Contractor shall not, except as authorized or required by its duties, directly or indirectly reveal or divulge to any person or companies any of the trade secrets, secret or confidential operations, processes or dealings or any information concerning the organization, business, finances, transactions or other affairs of the Company or of its subsidiary which may come to its knowledge during the term of this Agreement and shall keep in complete secrecy all confidential information entrusted to it and shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Company's business or may be likely so to do. This restriction shall continue to apply after the termination of this Agreement without limit in point of time but shall cease to apply to information or knowledge which may come into the public domain. The Contractor understands and acknowledges that any prima facie breach of this paragraph shall be sufficient cause for the Company to seek interlocutory relief against the Contractor by way in injunction.

The Contractor hereby acknowledges that, for the purposes of the Securities Act of British Columbia, it is a person in a special relationship with the Company.

Reporting by the Contractor

11. At least once in every month, the Contractor shall provide to the CEO and Board such information concerning the Company's businesses and activities for the previous month as the CEO or Board may reasonably require.

Termination

12. The Contractor's services under this Agreement will terminate on the happening of any of the following events:
- (a) the mutual consent in writing of both parties to this Agreement to terminate the services;
 - (b) the dismissal of the Contractor by the Company for just cause, which will include a material breach by the Contractor of one or more of the terms of the Agreement; or
 - (c) written notice given by one party to the other setting out a date for termination effective not less than 90 days after the date on which the notice is deemed to be given.
 - (d) In the event that there is a take-over or change of control of the Company resulting in the actual or constructive termination of the Contractor's services under this Agreement, the Company shall pay damages equal to **six (6) months** of fees paid to the Contractor pursuant to section 6 of this Agreement immediately preceding the date of termination. The damages shall be paid as a lump sum payment on the day after the Contractor's termination.

Assignment

13. This Agreement may not be assigned by any party except with the written consent of the other party hereto.

General

14. Time shall be of the essence of this Agreement.
15. This Agreement is subject to applicable regulatory approval.
16. The parties hereto agree from time to time after the execution hereof to make, do, execute or cause or permit to be made, done or executed all such further and other lawful acts, deeds, things, devices and assurances in law whatsoever as may be required to carry out the true intention and to give full force and effect to this Agreement.
17. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and undertakings, whether oral or written, relative to the subject matter hereof.
18. The following rules shall be applied interpreting this Agreement:

- (a) this Agreement shall ensure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns;
- (b) any reference herein to the Company or the Contractor shall include their heirs, executors, administrators, successors and assigns;
- (c) if any provision of this Agreement or any part thereof shall be found or determined to be invalid it shall be severable from this Agreement and the remainder of this Agreement shall be construed as if such invalid provision or part has been deleted from this Agreement;
- (d) this Agreement and all matters arising thereunder shall be governed by the laws of British Columbia and all disputes arising under this Agreement shall be referred to a court of British Columbia; and

19. Any notice, direction or instrument required or permitted to be given hereunder shall be given in writing and be mailed, postage prepaid or delivered by one party to the other at the addresses first herein appearing. Any notice, direction or other instrument aforesaid if delivered shall be deemed to be given or made on the day on which it was delivered or if mailed, shall be deemed to have been given or made on the third business day following the day on which it was mailed, provided that if there shall be a postal strike, slow down or other labour dispute which may affect the delivery of such notice through the mail between the time of mailing and the actual receipt of notice then such notice shall only be effective if actually delivered. Such notice may also be given by facsimile to the facsimile number for each party noted at the beginning of this Agreement, in which case the notice shall be deemed to be delivered on the day following the day it was so sent. Any party may, from time to time, give notice of any change of its respective address and, in such event, the address of such party shall be deemed to be changed accordingly.

20. **Limitation on Liability**

In the event of any errors, omissions, breach of contract and/or negligence by the Contractor, the Company hereby agrees to the following restrictions on their legal rights:

- a) The Company acknowledges and agrees that the time of commencement of legal proceeding by the Company against the Contractor suffered by the Company as a result of alleged errors, omissions, breaches of contract, and/or negligence by the Contractor shall be not later than one (1) year from the date that the related claim arose. After the expiry of one (1) year from the date of the related claim, any claim of the Company against the Contractor shall expire and cease to exist for all purposes and the Company's right to commence legal proceedings against the Contractor shall thereupon be barred.
- b) In the event the Company claims damages against the Contractor and does not prove those damages, the Company shall pay all legal fees, legal expenses and costs incurred by the Contractor in defense of the claim.
- c) The Contractors total liability to the Company for errors, omissions, breaches of contract and/or negligence in any part during the Contractors provision of services shall be limited to the amount of fees paid for the proceeding **12** months. For greater clarify this means that if the Company sues the Contractor, any damages awarded cannot exceed the cost of **\$36,000**.

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

GOLD TREE RESOURCES LTD.

per:



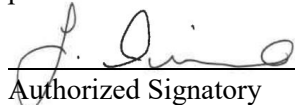
Authorized Signatory

Adrian Smith

Printed Name

PARTUM ADVISORY SERVICES CORP.

per:



Authorized Signatory

Leah Dionne

Print Name