

THIS SHARE PURCHASE AGREEMENT is made as of the 27th day of June, 2023.

B E T W E E N:

DARK STAR MINERALS INC., a corporation existing pursuant to the laws of British Columbia

(the "**Purchaser**")

- and -

JEFF STEVENS, an individual resident in the Province of Ontario

- and -

DAVID PARR, an individual resident in the Province of British Columbia

- and -

679597 ONTARIO LTD., a corporation existing pursuant to the laws of Ontario

- and -

ALBION ADVISORS INC., a corporation existing pursuant to the laws of Ontario

(collectively, the "**Vendors**")

- and -

HUNGERSITE MINERALS INC., a corporation existing pursuant to the laws of Ontario

(the "**Corporation** ")

WHEREAS:

- A. The Vendors are the beneficial owners of 4,800,000 Common Shares (the "**Purchased Shares**") in the capital of the Corporation;
- B. The Purchaser is a reporting issuer in the provinces of British Columbia and Ontario and the Purchaser Shares (as defined herein) are listed and posted for trading on the Canadian Securities Exchange (the "**CSE**");

- C. The Corporation is the beneficial holder of 24 unpatented mining claims known as the Groupe A mining claims (the "**Property**") which are filed with the Quebec Minister of Natural Resources and Forests; situated within the region of d'Eeyou Istchee Baie-James in the Province of Quebec, and more particularly described in Schedule "A" attached hereto and forming part of this share purchase agreement (the "**Agreement**"); and
- D. The Vendors wish to sell to the Purchaser the Purchased Shares, and the Purchaser wishes to purchase such Purchased Shares, in consideration and exchange for the Purchaser Shares (as herein defined), upon the terms and conditions herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, and intending to be legally bound hereby, the parties hereto hereby covenant and agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** In addition to the other defined words and phrases contained in this Agreement, the following terms shall have the following meanings, respectively:

- (a) "**Agreement**" has the meaning given thereto in the recitals to this Agreement;
- (b) "**Property**" has the meaning given thereto in the recitals to this Agreement;
- (c) "**Bankruptcy Event**" means, in respect of the Person then being referred to, that such Person: (i) is, or has become, insolvent within the meaning of, or has otherwise become subject to any insolvency or bankruptcy actions or proceedings under, such bankruptcy and insolvency or other like Laws as are applicable to such Person; (ii) has proposed a compromise or arrangement to such Person's creditors generally or has taken any proceedings (whether public or private) with respect thereto or has had any petition or receiving order in bankruptcy filed against such Person; (iii) has taken any proceedings to have such Person declared bankrupt or wound-up or dissolved; or (iv) has taken any proceedings to have a receiver, custodian or other like official appointed over all or any part of such Person's assets or properties, or has had any custodian, trustee, creditors' agent, encumbrancer, receiver or other like official or Person take possession of all or any part of such Person's assets or properties, or has had any execution or distress become enforceable or become levied or enforced upon all or any part of such Person's assets or properties;
- (d) "**Business Day**" means a day other than a Saturday, a Sunday or a day which is observed as a legal holiday in the Province of Ontario, Canada on which the Canadian Securities Exchange is not open for the regular conduct of business;
- (e) "**Closing Date**" means such date as may be mutually agreed to by the Vendors and the Purchaser;

- (f) "**Contract**" means any agreement, contract, arrangement, bond, commitment, debt instrument, convertible debt instrument, promissory note, joint venture agreement, partnership agreement, shareholders' agreement, deed of trust, indenture, equipment and other personal property lease, real property lease, licensing agreement, royalty agreement, security agreement, guarantee, understanding, undertaking and other agreement or contract of any and every nature or kind whatsoever, whether written or oral;
- (g) "**Corporation**" has the meaning given thereto in the recitals to this Agreement;
- (h) "**Encumbrances**" means liens, claims, charges, demands, adverse claims, title retention agreements, security interests, pledges, mortgages and encumbrances of any and every nature and kind whatsoever together with any rights, privileges or other matters capable of becoming any of the foregoing;
- (i) "**Governmental Authority**" means any government, regulatory or administrative authority, agency, commission, utility or board (federal, provincial, state, municipal or local, domestic or foreign) having jurisdiction in the relevant circumstances;
- (j) "**ITA**" means *Income Tax Act* (Canada) and the regulations thereunder;
- (k) "**Laws**" means all laws (including the common law), statutes, regulations, rules, codes, by-laws (including zoning and land use by-laws), orders, ordinances, decrees, treaties, standards, directives, guidelines, restrictions, principles of law (both at common law and in equity), policies and plans of any and every nature and kind whatsoever (whether domestic, foreign or international) of all Regulatory Authorities having jurisdiction over, or application to, the matter and/or Person then being referred to; and the term "applicable" with respect to "Laws" in the context that refers to one or more Person(s), means "that and to the extent that such Laws apply to such Person(s) or its/their business, undertaking, property or securities and emanate from a Regulatory Authority having jurisdiction over such Person(s) or its/their business, undertaking, property or securities";
- (l) "**Legal Proceedings**" means actions, appeals from court judgments, appeals from decisions of Regulatory Authorities, applications for review, arbitrations, assessments, audits, claims, complaints, counterclaims, investigations, mediations, proceedings, re-assessments, lawsuits and suits of any and every nature and kind whatsoever (whether in law or in equity and whether administrative, governmental, judicial, private or otherwise) in respect of any act, conduct, matter or thing whatsoever (whether negligent, intentional or otherwise and whether civil or criminal in nature);
- (m) "**Person**" includes a human being, a trust, a partnership (general or limited), a joint venture, a body corporate or politic, a joint stock company, a Regulatory Authority, a limited liability company, an association and any other form of incorporated or unincorporated organization or entity;
- (n) "**Purchase Price**" has the meaning given thereto in Section 3.1;
- (o) "**Purchased Shares**" has the meaning given thereto in the recitals to this Agreement;

- (p) **"Regulatory Authorities"** means all federal, state, provincial, county, regional, municipal and other governments and governmental and quasi-governmental authorities, agencies, courts, boards, commissions, ministries and other bodies, whether domestic, foreign or international (and, without limiting the generality of the foregoing, including income and other taxation authorities, securities commissions and other like regulatory authorities and professional regulatory bodies);
- (q) **"Tax" or "Taxes"** means any and all taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any governmental authority or taxing authority, together with all interest, penalties, fines, additions to tax or other additional amounts imposed in respect thereof, including those levied on, or measured by, or referred to as income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, use, value-added, excise, stamp, withholding, business, franchising, property, payroll, employment, health, social services, education and social insurance taxes, all surtaxes, all customs duties and import and export taxes, all licence, franchise and registration fees and all employment insurance, health insurance and government pension plan premiums;
- (r) **"Time of Closing"** means 10:00 a.m. (Toronto, Ontario local time) on the Closing Date or, if the transactions herein are not completed at such time, then at such other time on the Closing Date at which the transactions herein are completed; and
- (s) **"Transaction Documents"** means this Agreement together with any and all documents, certificates and other instruments executed and delivered pursuant to the provisions of this Agreement or otherwise in connection with, or to give effect to, the transactions and other matters provided for in this Agreement.

1.2 ***Recitals and Schedules form part of Agreement.*** The recitals and schedules to this Agreement form an integral part of this Agreement and are incorporated herein by reference.

1.3 ***Section References.*** Unless otherwise expressly indicated in this Agreement, any reference which is made in this Agreement to an "*Article*", "*Section*", "*subsection*", "*paragraph*" or "*subparagraph*" means and refers to the Article, Section, subsection, paragraph or subparagraph of this Agreement so referenced.

1.4 ***Third Party Beneficiaries.*** Unless expressly stated otherwise, nothing in this Agreement or in any agreement contemplated herein or delivered pursuant hereto is intended, expressly or by implication, to, or shall, confer on any Person other than the parties hereto, any rights or remedies of any kind.

ARTICLE 2

AGREEMENT TO PURCHASE

2.1 ***Purchase of Purchased Shares.*** Subject to the terms and conditions set forth in this Agreement, the Vendors hereby sell, assign and transfer to the Purchaser, and the Purchaser hereby purchases from the Vendors, the Purchased Shares.

ARTICLE 3
PURCHASE PRICE

3.1 **Purchase Price.** In consideration and exchange for the Purchased Shares, the Purchaser hereto agrees that the total purchase price for the Purchased Shares (the "**Purchase Price**") shall be:

- (a) Cdn\$20,000 to be paid in immediately available funds to the Vendors by certified cheque, bank draft or same day funds wire transfer on the Closing Date; and
- (b) the issuance of 4,800,000 Common Shares at a deemed exercise price of \$0.05.

Subject to compliance with the terms of this Agreement, the Purchaser shall, or shall cause its transfer agent to, deliver to each Vendor at the Closing Time certificates or DRSs registered in the name of such Vendor (or as such Vendor may direct prior to the Closing Date) representing such number of Purchaser Shares as set forth on Schedule "B".

ARTICLE 4
REPRESENTATIONS, WARRANTIES AND COVENANTS - VENDORS

4.1 **Vendor Representations and Warranties.** Each Vendor hereby severally represents and warrants to the Purchaser as follows and the Vendors hereby acknowledge that the Purchaser is relying on such representations and warranties in connection with its entering into this Agreement and completing the transactions herein provided for:

- (a) the Corporation is a corporation duly incorporated, organized and subsisting under the laws of its jurisdiction of incorporation with the requisite power to own its assets and carry on its business as presently conducted by it;
- (b) the Vendor has good and sufficient power, authority and right to enter into and deliver and perform its obligations under this Agreement and to complete the transactions to be completed by the Vendors contemplated hereunder;
- (c) the Corporation has good and marketable title to the Property, free and clear of any and all Encumbrances;
- (d) all agreements by which the Corporation holds an interest in the Property are in good standing according to their respective terms and, to the knowledge of the Vendor, the Property is in good standing under applicable Laws and all filings and work commitments required by the Corporation to maintain its interest are in good standing have been properly recorded and filed in a timely manner with the appropriate Governmental Entity and there are no material Encumbrances or any other material interests in or on such Property, except as set forth in Schedule "A";
- (e) to the knowledge of the Vendors, there are no material adverse claims against or challenges to the title or ownership of the Property;

- (f) the Corporation has conducted and is conducting its business in material compliance with all applicable Laws, including all Governmental Authority authorizations and instructions, whether in writing or oral, relating to the Property;
- (g) this Agreement constitutes a valid and legally binding obligation of the Vendor, enforceable against the Vendor in accordance with its terms subject to (i) applicable bankruptcy, insolvency, reorganization and other laws of general application relating to or affecting the enforcement of creditors' rights generally, and (ii) laws of general application relating to specific performance, injunctive relief or other equitable remedies;
- (h) the Vendor is the registered and beneficial owner of the Purchased Shares set forth opposite the Vendor's name on Schedule "B" with good and marketable title thereto, free and clear of any and all Encumbrances.
- (i) the Vendor has the exclusive right and full power to sell, transfer and assign the Purchased Shares to the Purchaser free and clear of any Encumbrances;
- (j) there is no requirement for the Vendor to: (i) make any filing with, give any notice to or to obtain any permit, certificate, registration, authorization, consent or approval of, any Governmental Authority (A) as a condition to the lawful consummation of the transactions contemplated hereby, or (B) to sell the Purchased Shares owned by it as contemplated hereby, or (ii) give any notice to, or to obtain any consent or approval of, any Person under any Contract to which such Vendor is a party to or bound by in connection with the completion of the Closing;
- (k) subject to fulfillment of the conditions precedent set forth in Section 6.1, neither the entering into nor the delivery of this Agreement nor the completion of the transactions contemplated hereby, nor performance of its obligations hereunder by the Vendor, will result in the violation of any of the provisions of the constating documents or by laws of the Vendor, if applicable; and
- (l) the Vendor is not a non resident of Canada for the purposes of the *Income Tax Act (Canada)*.

ARTICLE 5

REPRESENTATIONS, WARRANTIES AND COVENANTS - PURCHASER

5.1 ***Representations and Warranties.*** The Purchaser hereby represents and warrants to the Vendors and the Corporation as follows and the Purchaser hereby acknowledges that the Vendors are relying on such representations and warranties in connection with their entering into this Agreement and completing the transactions herein provided for:

- (a) the Purchaser has been duly incorporated, formed, constituted or otherwise established, as applicable, in accordance with all applicable Laws of its jurisdiction of incorporation, formation, constitution or establishment, as applicable;
- (b) the Purchaser has all necessary corporate and/or other power and authority as is required by all Laws applicable to it to enable it to enter into, execute and deliver all those Transaction Documents as to which it is a party and to observe and perform all of the

- terms, conditions and provisions of all of the Transaction Documents which are required to be observed and performed by it;
- (c) no awards, decrees, executions, judgments, decisions or orders are outstanding against, and no Legal Proceedings have been instituted or are pending or, to the knowledge of the Purchaser, threatened against or affecting the Purchaser which could:
 - (i) impair, invalidate, nullify, prevent, prohibit or restrain, in whole or in part, the transactions provided for in this Agreement; or
 - (ii) affect the right of the Purchaser to enter into those of the Transaction Documents as to which it is a party and to observe and perform each and all of its obligations arising thereunder;
 - (d) the entering into, execution and delivery by the Purchaser of those Transaction Documents to which the Purchaser is a party and the observance and performance by the Purchaser of all of the covenants, terms and provisions thereof required to be observed and performed by the Purchaser does not:
 - (i) constitute a violation or breach of, or a default under (or would, with the passage of time or the giving of notice or both, constitute a violation or breach of, or a default under) any material Contract to which the Purchaser is a party (or by which the Purchaser is bound) or any Laws applicable to the Purchaser; or
 - (ii) require the obtainment of any permits, consents, orders or other authorizations under any Contract to which the Purchaser is a party (or by which the Purchaser is bound) or under any Laws or from any Regulatory Authority to which the Purchaser is subject, in each case, which have not already been obtained by the Purchaser;
 - (e) the Purchaser has not committed, nor is it subject to, a Bankruptcy Event that is presently continuing or that has not been cured;
 - (f) subject to limitations regarding enforcement under or in connection with Laws affecting creditors' rights generally (including bankruptcy, insolvency, moratorium, reorganization and other similar Laws) and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought:
 - (i) this Agreement constitutes valid and binding obligations of the Purchaser enforceable against the Purchaser in accordance with the terms hereof; and
 - (ii) each of the other Transaction Documents to which the Purchaser is a party, once executed and delivered by the Purchaser, shall constitute valid and binding obligations of the Purchaser enforceable in accordance with the terms thereof;
 - (g) the authorized capital of the Purchaser consists of an unlimited number of common shares without par value of which 24,718,102 common shares are issued and outstanding. When issued in accordance with the terms of this Agreement, the Purchaser Shares issued hereunder will be duly issued and outstanding as fully paid and non-assessable shares;

- (h) the Purchaser is a reporting issuer in the Provinces of British Columbia and Ontario within the meaning of applicable Laws, and is not included on the list of defaulting reporting issuers maintained by the respective securities;
- (i) the Purchaser has filed all material documents and information required to be filed by it, whether pursuant to applicable Laws, with the applicable securities commissions (the "Disclosure Documents"), except where non-compliance has not had, and would not reasonably be expected to have, a material adverse effect, and the Purchaser does not have any confidential filings with any securities authorities. As of the time the Disclosure Documents were filed with the applicable securities regulators and on SEDAR (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing): (i) each of the Disclosure Documents complied in all material respects with the requirements of the applicable Laws in the jurisdictions where they were filed; and (ii) none of the Disclosure Documents contained any untrue statement of a material fact regarding the Purchaser or omitted to state a material fact regarding the Purchaser required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.
- (j) the Purchaser is and has been conducting its business in compliance in all material respects with all applicable laws and regulations of each jurisdiction in which it carries on such business and the Purchaser has not received and is not aware of a notice of material non-compliance with respect to such business, and, to the knowledge of the Purchaser, there are no facts that would give rise to a notice of material non-compliance with any such laws and regulations;
- (k) the issued and outstanding common shares of the Purchaser are listed and posted for trading on the CSE; and
- (l) the Purchaser acknowledges and agrees that it is the intention of the parties that the Purchaser Shares to be issued to the Vendors hereunder shall be issued pursuant to the exemptions from the prospectus requirements contained in National Instrument 45-106, such that, excepting any applicable escrow hold periods under CSE rules or policies, there shall be no resale restrictions in Canada under applicable securities Laws.

ARTICLE 6

CLOSING CONDITIONS AND DELIVERIES

6.1 ***Closing Conditions and Deliveries in Favour of the Purchaser.*** The completion by the Purchaser of the transactions provided for in this Agreement is conditional upon each of the following conditions having been satisfied, all of which are declared to be for the exclusive benefit of the Purchaser and are to be satisfied at the Time of Closing. The following are the conditions:

- (a) (i) all of the representations and warranties of the Vendors contained in this Agreement and the other Transaction Documents shall be true and correct as at the Time of Closing as if then made;

- (ii) all of the covenants and obligations on the part of the Vendors contained in this Agreement and the other Transaction Documents which are to be complied with at or prior to the Time of Closing shall have been fully and completely complied with;
- (b) there shall not be in force any order, decision, ruling or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and there shall be no Legal Proceedings in progress or threatened that relates to or results from the transactions contemplated by this Agreement that would, if successful, result in an order, decision, ruling or decree that would preclude, in whole or in part, the completion of the transactions contemplated by this Agreement in accordance with the terms hereof or would otherwise be inconsistent with any approvals or consents obtained from any Regulatory Authorities or other Persons which have been obtained;
- (c) the Vendors shall have obtained, and there shall have been delivered to the Purchaser, in form and terms satisfactory to the Purchaser's legal counsel, copies of the following:
 - (i) certificates representing the Purchased Shares duly endorsed in blank for transfer and accompanied by duly executed share transfer powers of attorney;
 - (ii) a certificate of status for the Corporation;
 - (iii) the records in the possession or control of the Vendors, including original share registers, share transfer ledgers and minute books and any corporate seals for the Corporation;
 - (iv) any and all federal, provincial, state, county, municipal and other governmental or regulatory approvals, authorizations and consents which may be required in order to permit the Vendors to consummate the transactions provided for in, or contemplated by, the Transaction Documents; and
 - (v) any and all required consents, authorizations and approvals of all Persons whose consent, authorization or approval may be required in order to permit the Vendors to consummate the transactions provided for in, or contemplated by, the Transaction Documents.
- (d) the Vendors shall execute and deliver to the Purchaser the following, in form and substance satisfactory to the Purchaser, acting reasonably:
 - (i) a certificate of the Vendors dated as of the Closing Date certifying as to the satisfaction of the conditions specified in Article 6 it being understood that the receipt of such certificate and the completion of the Closing shall not be deemed to constitute a waiver of any of the representations, warranties or covenants of the Vendors contained in this Agreement; and
 - (ii) a certificate of a senior officer of the Corporation dated the Closing Date certifying as to: (A) its constituent documents; (B) the resolutions of its directors authorizing the execution and delivery of this Agreement and the completion of the transactions contemplated herein; and (C) a certificate of incumbency for it;

- (e) evidence that all necessary steps and proceedings, as approved by counsel for the Vendors, acting reasonably, to permit all of the Purchased Shares to be transferred to the Purchaser have been taken;
- (f) the Vendors shall have executed and delivered, in form and on terms and conditions acceptable to the Purchaser, all documents which are required to be executed and delivered by the Vendors in order to give effect to the transactions provided for in this Agreement and the other Transaction Documents;
- (g) after the Closing, the Vendors shall cause to be prepared and filed on a timely basis all tax returns for the Corporation relating to any Tax periods that begin prior to the Closing Date and end immediately prior to the Closing Date for which tax returns are not yet due for filing until after the Closing Date. The Vendors will be solely responsible for all costs relating to the preparation of the Corporation's tax returns and for contributing the amount of all Taxes payable thereunder. The Vendors shall provide to the Purchaser for their review the Corporation tax returns at least fifteen (15) Business Days prior to their filing and shall make changes reasonably requested by the Purchaser to such tax returns prior to their filing; provided that, such changes are not contrary to applicable Law, and will provide the Purchaser with a copy of the final Corporation's tax returns concurrently with or promptly following the filing of same;
- (h) the Vendors and the Purchaser shall co-operate fully with each other and make available to each other in a timely fashion such data and other information as may reasonably be required for the preparation of all Vendors' tax returns and the Purchaser's tax returns and will preserve such data and other information until the expiration of any applicable limitation period under any applicable Law with respect to such Vendors' tax returns and the Purchaser's tax returns.

6.2 ***Failure to Satisfy a Condition Specified in Section 6.1.*** If any of the conditions set forth in Section 6.1 are not satisfied at the Time of Closing and such unsatisfied conditions were not waived in writing by the Purchaser at or prior to the Time of Closing, any such waiver being without prejudice to the rights of the Purchaser to rescission in the event of the non-fulfilment and/or non-performance of any other condition or conditions, the Purchaser may:

- (a) refuse to complete the transactions contemplated by this Agreement by notice in writing to the Vendors and, in such event, all parties hereto shall be released from all of their respective obligations under this Agreement and thereupon this Agreement shall be deemed to be null and void and of no force or effect whatsoever; or
- (b) complete the transactions contemplated by this Agreement, it being expressly understood and agreed that, following such completion, the Purchaser may not rely upon the warranties, representations or covenants relating to any unsatisfied condition of which the Purchaser had knowledge at the Time of Closing.

6.3 ***Closing Conditions and Deliveries in favour of the Vendors.*** The completion by the Vendors of the transactions provided for in this Agreement is conditional upon each of the following conditions having been satisfied, all of which are declared to be for the exclusive

benefit of the Vendors and are to be satisfied at the Time of Closing. The following are the conditions:

- (a)
 - (i) all of the representations and warranties of the Purchaser contained in this Agreement and the other Transaction Documents shall be true as at the Time of Closing as if then made; and
 - (ii) all of the covenants and obligations on the part of the Purchaser contained in this Agreement and the other Transaction Documents which are to be complied with at or prior to the Time of Closing shall have been fully and completely complied with;
- (b) there shall not be in force any order, decision, ruling or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and there shall be no Legal Proceedings in progress or threatened that relate to or results from the transactions contemplated by this Agreement that would, if successful, result in an order, decision, ruling or decree that would preclude, in whole or in part, the completion of the transactions contemplated by this Agreement in accordance with the terms hereof or would otherwise be inconsistent with any approvals or consents obtained from any Regulatory Authorities or other Persons;
- (c) the Purchaser shall have executed and delivered, in form and on terms and conditions acceptable to the Vendors, all documents which are required to be executed and delivered by the Purchaser in order to give effect to the transactions provided for in this Agreement and the other Transaction Documents;
- (d) there shall have been taken by the Purchaser all such steps and proceedings as may be required so that the Purchaser Shares are all properly issued to the Vendors at the Time of Closing free and clear of any and all Encumbrances and, in connection therewith, the Purchaser shall have delivered to the Vendors the certificate(s) representing all of the Purchaser Shares;
- (e) the Purchaser shall have made those payments which, pursuant to Article 3, are required to be made at the Time of Closing;
- (f) deliver to the Vendors a certificate of status for the Purchaser;
- (g) execute and deliver to the Vendors the following, in form and substance satisfactory to the Vendors, acting reasonably:
 - (i) a certificate of the Purchaser dated as of the Closing Date certifying as to the satisfaction of the conditions specified in Article 6 it being understood that the receipt of such certificate and the completion of the Closing shall not be deemed to constitute a waiver of any of the representations, warranties or covenants of the Purchaser contained in this Agreement; and
 - (ii) a certificate of a senior officer of the Purchaser dated the Closing Date certifying as to: (A) its constituent documents; (B) the resolutions of its directors or minutes of a meeting of the board of directors of the Purchaser authorizing the execution

and delivery of this Agreement and the completion of the transactions contemplated herein; and (C) a certificate of incumbency for it;

- (h) the Vendors and the Purchaser shall co-operate fully with each other and make available to each other in a timely fashion such data and other information as may reasonably be required for the preparation of all Vendors' tax returns and the Purchaser's tax returns and will preserve such data and other information until the expiration of any applicable limitation period under any applicable Law with respect to such Vendors' tax returns and the Purchaser's tax returns.

6.4 ***Failure to Satisfy a Condition Specified in Section 6.3.*** If any of the conditions set forth in Section 6.3 are not satisfied at the Time of Closing and such unsatisfied conditions were not waived in writing by the Vendors at or prior to the Time of Closing, any such waiver to be binding on the Vendors to be without prejudice to the rights of the Vendors to rescission in the event of the non-fulfilment and/or non-performance of any other condition or conditions, the Vendors may:

- (a) refuse to complete the transactions contemplated by this Agreement by notice in writing to the Purchaser and, in such event, all parties hereto shall be released from all of their respective obligations under this Agreement and thereupon this Agreement shall be deemed to be null and void and of no force or effect whatsoever; or
- (b) complete the transactions contemplated by this Agreement, it being expressly understood and agreed that, following such completion, the Vendors may not rely upon the warranties, representations or covenants relating to any unsatisfied condition of which the Vendors had knowledge at the Time of Closing.

ARTICLE 7

SURVIVAL OF WARRANTIES AND COVENANTS

7.1 ***Survival of Representations and Warranties of the Vendors.*** The representations, warranties and covenants of the Vendors contained in this Agreement shall survive the closing of the transactions herein contemplated and, notwithstanding such closing or any investigations made by or on behalf of the parties hereto, shall continue in full force and effect as follows:

- (a) with respect to the representations and warranties related to the ownership of the Purchased Shares by the Vendors, forever; and
- (b) with respect to all other representations, warranties and covenants of the Vendors contained in this Agreement, for the period of two (2) years commencing on the Closing Date.

7.2 ***Survival of Representations and Warranties of the Purchaser.*** The representations, warranties and covenants of the Purchaser contained in this Agreement shall survive the closing of the transactions herein contemplated and, notwithstanding such closing or any investigations made by or on behalf of the parties hereto, shall continue in full force and effect for a period of two (2) years commencing on the Closing Date.

ARTICLE 8
GENERAL CONTRACT PROVISIONS

8.1 **Place of Closing.** The completion of the transactions herein provided for shall occur at the Time of Closing at the offices of the Vendors' legal counsel, Fogler, Rubinoff LLP, 77 King St W Suite 3000, Toronto, ON M5K 1G8 which completion may be conducted by means of a conference telephone call or e-mail correspondence among some or all of the parties required therefor.

8.2 **Notices.** All notices and communications sought or, by the terms hereof, required to be given by one party hereto to another shall be given in writing by personal delivery (which delivery may be effected by depositing the notice or communication in question with a responsible courier service for delivery (courier charges fully prepaid) to the addressee thereof), by registered/certified mail (postage fully prepaid) mailed from anywhere within Canada, or by e-mail, delivered, addressed to such other party as follows:

- (a) in the case of the Vendors at: 30 Woodland Park Rd. Scarborough, ON M1N2X6 (Attention: Jeff Stevens) (Phone No. 647-400-8494; E-mail Address: jstevens@psyched-wellness.com); and
- (b) in the case of the Purchaser at: 1056 Handsworth Road, North Vancouver, BC, V7R 2A6 (Attention: Marc Branson) (Phone No. 604-816-2555; E-mail Address: marcbranson@outlook.com);

or at such other address as may be given by a party hereto to the others by notice in writing from time to time and such notices or communications shall be deemed to have been received, if sent by personal delivery, upon delivery, if transmitted by e-mail, upon the completion of its transmission or, if sent by registered/certified mail, four Business Days following the day of the mailing thereof; provided that if any such notice or communication shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such notice or communication shall be deemed to have been received four Business Days following the resumption of normal mail service.

8.3 **Tender.** If a party hereto wishes to tender documents or money upon any other party hereto, such tender may, at the tendering party's option, be made upon such other party or upon its solicitors and any tender of money shall be made in immediately available funds by certified cheque, bank draft or same day funds wire transfer.

8.4 **Further Assurances.** Each of the parties hereto agrees that, forthwith upon the written request of any other party hereto, such party shall execute and deliver such further conveyances, transfers and other documents of every nature and kind whatsoever, cause such meetings to be held, resolutions passed and by-laws enacted, exercise its vote and influence, and do and perform and cause to be done and performed all such further and other acts and things as are within its reasonable power to do and as are reasonably necessary or desirable in order to give full effect to each and every part of this Agreement and the other Transaction Documents and the transactions respectively contemplated thereby.

8.5 **Currency.** All dollar amounts expressed in this Agreement are expressed in Canadian dollars and all payments contemplated by this Agreement shall be made in Canadian funds. All

payments of funds required to be made pursuant to this Agreement by one party to another shall be made in immediately available funds by certified cheque, bank draft or same day funds wire transfer.

8.6 **Responsibility for Legal and Accounting Fees.** Except as otherwise expressly provided for in this Agreement, the Purchaser shall be responsible for its own legal and accounting fees and other charges and expenses incurred in connection with the transactions contemplated in this Agreement and any post-closing matters in connection therewith.

8.7 **Time of Essence.** Time is of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.

8.8 **Entire Agreement.** This Agreement constitutes the entire, full and complete agreement and understanding among the parties hereto in respect of the subject matters hereof and supersedes all prior agreements, arrangements and understandings, whether oral or written, among the parties hereto with respect thereto. There are no representations, inducements, promises, statements of intention or agreements, oral or written, among the parties hereto not embodied herein which are of any force or effect with reference to this Agreement or the subject matters hereof.

8.9 **References to Laws.** Any references in this Agreement to any Laws shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

8.10 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and this Agreement shall in all respects be treated as an Ontario contract. The parties hereto irrevocably attorn to the jurisdiction of the courts of the Province of Ontario to resolve any dispute which may arise among them concerning this Agreement and the subject matters hereof.

8.11 **Execution in Counterparts.** This Agreement may be executed in several counterparts, by original or facsimile signature or by or through such other electronic form in which a party may place or evidence its signature hereon (including an electronic scan of same), each of which so executed shall be deemed to be an original and such counterparts together shall be deemed to be one and the same instrument, which shall be deemed to be executed as of the date first above written.

8.12 **Severability.** Any provision of this Agreement which is invalid, prohibited or unenforceable in any jurisdiction for any reason whatsoever shall, as to such jurisdiction only, be ineffective and severable from this Agreement to the extent of such invalidity, prohibition or unenforceability but such invalidity, prohibition or unenforceability shall not invalidate or otherwise affect the remaining provisions of this Agreement nor shall it affect the validity or enforceability of such provision in any other jurisdiction.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

DARK STAR MINERALS INC.

Per: "Marc Branson"

Name: Marc Branson
Title: Director

"Sarah Stevens"

Witness

"Jeff Stevens"

JEFF STEVENS

Witness

"David Parr"

DAVID PARR

679597 ONTARIO LTD.

Per: "Authorized Signatory"

Name:
Title:

ALBION ADVISORS INC.

Per: "Authorized Signatory"

Name:
Title:

HUNGERSITE MINERALS INC.

Per: "Jeff Stevens"

Name: Jeff Stevens
Title: CEO

SCHEDULE "A"

Claim Number	Registration Date	Due Date	Tenure Status	Mining Claim Type	Holder
2764486	05/04/2023	05/03/2026	Active	Single Cell Mining Claim	Corporation
2764487	05/04/2023	05/03/2026	Active	Single Cell Mining Claim	Corporation
2764488	05/04/2023	05/03/2026	Active	Single Cell Mining Claim	Corporation
2764489	05/04/2023	05/03/2026	Active	Single Cell Mining Claim	Corporation
2764490	05/04/2023	05/03/2026	Active	Single Cell Mining Claim	Corporation
2764491	05/04/2023	05/03/2026	Active	Single Cell Mining Claim	Corporation
2764492	05/04/2023	05/03/2026	Active	Single Cell Mining Claim	Corporation
2764493	05/04/2023	05/03/2026	Active	Single Cell Mining Claim	Corporation
2764494	05/04/2023	05/03/2026	Active	Single Cell Mining Claim	Corporation
2764495	05/04/2023	05/03/2026	Active	Single Cell Mining Claim	Corporation
2764496	05/04/2023	05/03/2026	Active	Single Cell Mining Claim	Corporation
2764497	05/04/2023	05/03/2026	Active	Single Cell Mining Claim	Corporation
2764498	05/04/2023	05/03/2026	Active	Single Cell Mining Claim	Corporation
2764499	05/04/2023	05/03/2026	Active	Single Cell Mining Claim	Corporation
2764500	05/04/2023	05/03/2026	Active	Single Cell Mining Claim	Corporation
2764501	05/04/2023	05/03/2026	Active	Single Cell Mining Claim	Corporation
2764502	05/04/2023	05/03/2026	Active	Single Cell Mining Claim	Corporation
2764503	05/04/2023	05/03/2026	Active	Single Cell Mining Claim	Corporation
2764504	05/04/2023	05/03/2026	Active	Single Cell Mining Claim	Corporation
2764505	05/04/2023	05/03/2026	Active	Single Cell Mining Claim	Corporation
2764506	05/04/2023	05/03/2026	Active	Single Cell Mining Claim	Corporation
2764507	05/04/2023	05/03/2026	Active	Single Cell Mining Claim	Corporation
2764508	05/04/2023	05/03/2026	Active	Single Cell	Corporation

2764509	05/04/2023	05/03/2026	Active	Mining Claim Single Cell Mining Claim	Corporation
---------	------------	------------	--------	---	-------------

SCHEDULE "B"
Vendors

Name of Shareholder	Number of Purchased Shares Held	Number of Purchaser Shares to be Received
Jeff Stevens	1,200,000	1,200,000
David Parr	1,200,000	1,200,000
679597 Ontario Ltd.	1,200,000	1,200,000
Albion Advisors Inc.	1,200,000	1,200,000