OPTION AGREEMENT

THIS OPTION AGREEMENT dated for reference the 17th day of January, 2012**.**

BETWEEN:

CLEMSON RESOURCES CORP., a corporation incorporated under the laws of British Columbia and having an office at 918-1030 West Georgia Street, Vancouver, B.C., Canada, V6E 2Y3

("**Clemson**")

AND:

EAGLE PLAINS RESOURCES LTD., a corporation incorporated under the laws of the Alberta and having an office at 200, 44-12th Avenue S., Cranbrook, B.C., Canada, V1C 2R7

("**EPL**")

WHEREAS:

A. EPL is the sole recorded and beneficial owner of a certain group of mineral claim tenures, known as the Kalum Property, located approximately 30 kilometres northwest of Terrace, B.C. and specifically described in detail in the attached **Schedule "A"**.

B. EPL and Clemson wish to enter into an option agreement pursuant to which Clemson has the sole and exclusive option to acquire up to a 60% undivided right, title and interest in and to the Kalum Property, subject to the terms and conditions set out herein**.**

C. The parties now wish to enter into this agreement as the definitive agreement in relation to the option.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the payment by Clemson to EPL of the sum of TEN ($10.00) DOLLARS on the execution hereof (the receipt and sufficiency of which is hereby expressly acknowledged by EPL) and of the mutual covenants and agreements herein contained the parties agree as follows:

1. DEFINITIONS

1.1 In this Agreement and in the Schedules and the recitals hereto, unless the context otherwise requires, the following expressions will have the following meanings:

(a) **"Affiliate"** means any person, partnership, joint venture, corporation, or other form of enterprise which directly or indirectly controls, is controlled by or is under common control with a party, and for the purposes hereof;

(i) "control" means possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, contract, voting trust or otherwise, and

(ii) in the absence of evidence to the contrary, ownership of twenty (20%) percent or more of the voting securities of a corporation will constitute "control";

(b) **"Bulk Sampling"** means the collection and removal of a reasonable quantity of representative material from a zone or zones on the Kalum Property for the sole purpose of assaying and testing the same to determine the quality, grade, continuity or mineability of a zone all in accordance with standard mining industry practice;

(c) **"Business Day"** means a day which is not a Saturday, Sunday or a day observed as a holiday in Vancouver, British Columbia under the Laws of the Province of British Columbia or the federal Laws of Canada;

(d) **"Effective Date"** means the date of Exchange approval of the transactions contemplated by this document which constitute a "change of business" under Exchange policies;

(e) **"Clemson Shares"** means common shares in the capital of Clemson as they are constituted from time to time and which may be adjusted accordingly upon any capital reorganization of Clemson;

(f) **"Exchange"** means the TSX Venture Exchange;

(g) **"Expenditures"** means all costs, expenses, obligations and liabilities of whatever kind or nature spent or incurred directly or indirectly by Clemson or its Affiliates up to the Participation Date including, without limiting the generality of the foregoing, monies expended in connection with:

(i) maintaining the Kalum Property in good standing and fulfilling any of the requirements of any title documents, permits or applicable mining or environmental laws in British Columbia with respect to the Kalum Property, including the costs of any discussions or negotiations with governmental authorities in connection therewith,

(ii) mobilization and de-mobilization of work crews, supplies, Facilities and equipment to and from the Kalum Property, including all transportation, insurance, customs brokerage and import and export taxes, fees and charges and all other governmental levies in connection therewith,

(iii) implementing and carrying out any program of surface or underground prospecting, exploring or mapping or of geological, geophysical or geochemical surveying,

(iv) trenching or other surface or near surface sampling,

(v) reverse circulation, diamond or other drilling,

(vi) drifting, raising or other underground work,

(vii) assaying and metallurgical testing,

(viii) carrying out environmental studies and preparing environmental impact assessment reports,

(ix) carrying out all required restoration and reclamation of the Kalum Property required as a result of activities thereon hereunder, and posting any bond (whether cash or surety) required in that regard by any applicable governmental authority,

(x) preparing and making submissions to government agencies with respect to substitute or successor title to any of the Kalum Property and test and production permits,

(xi) the securing of good relations with communities in the area surrounding the Kalum Property, including, without limitation, all costs associated with the negotiation and implementation of any impact and benefit agreement or access agreement and any services provided in aid of consultation between aboriginal people and governmental authorities relating to operations

(xii) acquiring, constructing and transporting Facilities,

(xiii) fees, wages, salaries, traveling expenses and fringe benefits (whether or not required by law) of all persons engaged in work with respect to and for the benefit of the Kalum Property and the food, lodging and other reasonable needs of such persons, and

(xiv) the 10% management fee payable pursuant to Section 5.2(i).

All Expenditures incurred on the Kalum property will be filed as assessment credits toward the Property.

(h) **"Facilities"** means all mines and plants including, without limitation, all pits, shafts, haulage ways and other underground workings, and all buildings, plants and other structures, fixtures and improvements, and all other property, whether fixed or moveable, as the same may exist at any time in, or on the Kalum Property or outside the Kalum Property if for the exclusive benefit of the Kalum Property only;

(i) **"Joint Venture"** means the joint venture formed by the Participants on the pursuant to subsection 9;

(j) **"Mining Work"** means every kind of exploration or development work done on or in respect of the Kalum Property, by or under the direction of or on behalf of or for the benefit of a party and, without limiting the generality of the foregoing, includes assessment work, geophysical, geochemical and geological surveying, studies and mapping, investigating, trenching, drilling, designing, examining, equipping, improving, surveying, shaft sinking, raising, crosscutting and drifting, searching for, digging, trucking, sampling, working and procuring minerals, ores, metals and concentrates, surveying and bringing any mineral claims or other interests to mining lease, reporting and all other activities usually considered to be prospecting, exploration, and development work;

(k) **"Non-Operator"** means the party acting in such capacity in accordance with the provisions of Article 4 of this Agreement;

(l) **"Operator"** means the party acting in such capacity in accordance with the provisions of Article 5 of this Agreement;

(m) **"Ore"** means all materials from the Kalum Property, the nature and composition of which, in the sole judgement of the Operator, justifies either:

(i) mining or removing from place and shipping and selling such material, or delivering such material to a processing plant for physical or chemical treatment, or

(ii) physical or chemical treatment of such material in place;

(n) **"Participant"** means, after the Participation Date, any one of EPL or Clemson having an interest in the Kalum Property, as the context requires, and its successors and permitted assigns and "Participants" means collectively EPL and Clemson, provided that they both have an interest in the Kalum Property, and their successors and permitted assigns;

(o) **"Participation Date"** means the date on which the Joint Venture is formed by the Participants pursuant to subsection 9.1;

(p) **"Product"** means:

(i) all Ore shipped and sold prior to treatment, and

(ii) all concentrates, precipitates and products produced by or for the Operator from Ore;

(q) **"Supplies"** means all tangible personal property of a non-capital nature (other than Product or Facilities) acquired or held by the parties with respect to the Kalum Property; and

(r) **"Kalum Property"** has the meaning assigned to that term in Recital A and includes all mineral, surface, water and ancillary or appurtenant rights attached or accruing thereto, and any mining licenses, mining leases, permits, concessions or other form of substitute or successor mineral title or interest granted, obtained or issued in connection with or in place of or in substitution for any such tenures or interests.

1.2 All references to moneys hereunder will be to lawful monies of Canada unless specifically stated otherwise. All payments to be made to any party hereunder may be made by certified cheque or bank draft mailed or delivered to such party at its address for notice purposes as provided herein, or by wire transfer deposited for the account of such party at such bank or banks in Canada as such party may designate from time to time by notice to the paying party. Said bank or banks will be deemed the agent of the designating party for the purpose of receiving, collecting and receipting such payment.

2. OPTION, RIGHT OF ENTRY, SURRENDER OF PROPERTIES AND TITLE

2.1 EPL hereby gives and grants to Clemson the sole and exclusive irrevocable right and option (the "**Option**") to acquire from EPL an undivided sixty (60%) percent right, title and interest in and to the Kalum Property, free and clear of all liens, charges, encumbrances, claims, royalties, rights or interest of any other person, such option to be exercisable by Clemson:

(a) paying to EPL as follows:

(i) Fifteen Thousand Dollars ($15,000) within 5 business days of the Effective Date;

(ii) an additional Twenty Five Thousand Dollars ($25,000) on or before one (1) year from the Effective Date;

(iii) an additional Sixty Thousand Dollars ($60,000) on or before two (2) years from the Effective Date;

(iv) an additional Seventy Five Thousand Dollars ($75,000) on or before three (3) years from the Effective Date;

(v) an additional Seventy Five Thousand Dollars ($75,000) on or before four (4) years from the Effective Date;

(b) issuing to EPL a total of One Million One Hundred Thousand (1,100,000) Clemson Shares, subject to such resale restrictions and legends as may be imposed by the applicable securities laws and the Exchange, as follows:

(i) 200,000 Clemson Shares on or before six (6) months from the Effective Date;

(ii) an additional 100,000 Clemson Shares on or before one (1) year from the Effective Date;

(iii) an additional 200,000 Clemson Shares on or before two (2) years from the Effective Date;

(iv) an additional 300,000 Clemson Shares on or before three (3) years from the Effective Date;

(v) an additional 300,000 Clemson Shares on or before four (4) years from the Effective Date;

(c) by incurring a total of Three Million Dollars ($3,000,000) in Expenditures on the Kalum Property as follows:

(i) Two Hundred Thousand Dollars ($200,000) in Expenditures prior to December 31st, 2012;

(ii) an additional Five Hundred Thousand Dollars ($500,000) in Expenditures prior December 31st, 2013;

(iii) an additional Eight Hundred Thousand Dollars ($800,000) in Expenditures prior to December 31st, 2014;

(iv) an additional One Million Five Hundred Thousand Dollars ($1,500,000) in Expenditures prior to December 31st, 2015;

2.2 All Expenditures required to be made by Clemson pursuant to paragraph 2.1(c) may be made on a "make or pay" basis (i.e. Clemson may either make the required Expenditures or pay EPL in cash for any shortfall) in order to maintain the Option or Additional Option, as applicable, in good standing, but none of the expenditures are firm commitments. For greater certainty, any amount incurred as Expenditures by any third party contractor or service provider on behalf of the Operator shall not qualify as Expenditures until such time as the amounts so incurred have been reimbursed or paid for in full by Clemson. Expenditures incurred in any one year period in excess of the minimum amounts can be carried over to the next year. All subsequent eligible Expenditures will be applied as assessment credits toward the property with applicable governmental authorities.

2.3 During the currency of the Option, Clemson and its employees, agents and independent contractors will have the sole and exclusive right and option to:

(a) enter upon the Kalum Property;

(b) have exclusive and quiet possession thereof;

(c) do such prospecting and exploration work thereon and thereunder as Clemson in its sole discretion may deem advisable;

(d) bring and erect upon the Kalum Property such Facilities as Clemson deems advisable;

(e) remove from the Kalum Property and sell or otherwise dispose of reasonable amounts of mineral products, but only for the purpose of Bulk Sampling or other testing; and

(f) surrender such portions of the mineral claims comprising the Kalum Property as it may deem appropriate in accordance with the terms of this Agreement.

2.4 Until the Exercise of the Option, in the event that Clemson decides to surrender some or all of the mineral claims comprising the Kalum Property, Clemson shall deliver a written notice (the "**Surrender Notice**") to EPL of its intention to surrender or abandon such mineral claims comprising the Kalum Property, as the case may be. Provided that Clemson has maintained the Kalum Property in good standing as of the date of delivery of the Surrender Notice and for a period of 24 months thereafter, Clemson shall have no further obligations in respect of such mineral claims identified in the Surrender Notice other than pursuant to this subsection 2.4 and section 7, and such mineral claims shall no longer form part of the Kalum Property covered by this Agreement. Any party that votes for a proposal for relinquishment of any mineral claims within the Kalum Property will be restricted from directly or indirectly acquiring such mineral claims in its own right for a period of two years thereafter.

2.5 Until the exercise of the Option by Clemson, title to the Kalum Property will remain in the name of EPL.

2.6 As soon as reasonably practicable following the execution of this Agreement, Clemson shall use commercially reasonable efforts to obtain the approval of the Exchange of this Agreement and the transactions contemplated hereunder on or before the day that is 120 days after the date of this Agreement, after which time unless the Exchange has approved the transactions contemplated by this Agreement, this Agreement will be terminated and of no further force or effect. If requested by Clemson, EPL shall assist Clemson with obtaining such approval by providing additional information or documentation as may be required by the Exchange.

3. REPRESENTATIONS AND WARRANTIES

3.1 Each of Clemson and EPL represents and warrants to the other that:

(a) it is a company duly incorporated, organized and validly subsisting under the laws of its incorporating jurisdiction and is qualified to acquire and dispose of interests in, and to explore, develop and exploit, mining properties;

(b) it has full power, capacity and authority to carry on its business and to enter into and perform its obligations under this Agreement and any agreement or instrument referred to or contemplated by this Agreement;

(c) all necessary corporate and shareholder approvals have been obtained and are in effect with respect to the transactions contemplated hereby, and no further action on the part of the directors or shareholders is necessary or desirable to make this Agreement valid and binding on a party;

(d) neither the execution and delivery of this Agreement nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated conflict with or result in the breach of or accelerate the performance required by any agreement to which it is a party; and

(e) the execution and delivery of this Agreement and the agreements contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable or pertaining thereto or of its constating documents.

3.2 EPL represents and warrants to Clemson that:

(a) the Kalum Property is accurately described in Schedule “A” hereto and is in good standing and is not subject to any claims against their validity by any person;

(b) EPL owns a one hundred (100%) percent legal and beneficial right, title and interest in and to the Kalum Property, which is free and clear of all liens, charges and encumbrances;

(c) EPL has the exclusive right to enter into this Agreement and all necessary authority to dispose of an interest in and to the Kalum Property in accordance with the terms of this Agreement;

(d) no person, firm or corporation has any proprietary or possessory interest in the Kalum Property other than EPL and Clemson hereunder, and no other person is

entitled to any royalty or other payment in the nature of rent or royalty on any Ore or Product;

(e) no person has any right, agreement, option or understanding, commitment or privilege capable of becoming an agreement for the purchase from EPL or any of its Affiliates of any interest in or to the Kalum Property;

(f) there is no public or private litigation, arbitration, proceeding or other governmental investigation pending or threatened involving any of the Kalum Property or EPL or any of its Affiliates which may, if adversely determined, materially and adversely affect the Kalum Property or the interests of EPL therein or which seeks to or would, if successful, prevent, restrain or prohibit any of the transactions contemplated herein;

(g) there is no existing, contemplated or threatened governmental prohibition or moratorium on exploration or development work on the Kalum Property;

(h) conditions on and relating to the Kalum Property and operations conducted by EPL thereon are in compliance with all applicable laws, regulations or orders relating to environmental matters including, without limitation, waste disposal and storage and neither it, nor to its knowledge any person, has received any notice of any breach of any such laws, and they have no knowledge of any facts which would lead a well-informed operator in the mining industry to believe there are any environmental liabilities associated with the Kalum Property, and there are no environmental audits, evaluations, assessments or studies relating to the Kalum Property;

(i) to the best of its knowledge, information and belief, there are no outstanding orders or directions relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the Kalum Property and the conduct of operations related thereto, it has not received any notice of the same and it is not aware of any basis on which any such order or direction could be made;

(j) full and complete copies of all exploration information and data, including all geological, geophysical and geochemical information and data (including all drill, sample and assay results and all maps) concerning the Kalum Property in its possession or control have been provided to Clemson;

(k) it has all material permits, authorizations, licences, registrations and certificates necessary to carry on its business as currently conducted and as contemplated by this agreement;

(l) it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada); and

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

3.3 *Acknowledgement of EPL*. As the issuance of the Clemson Shares to EPL is being completed pursuant to exemptions from the requirements to provide EPL with a prospectus and to sell the securities issuable pursuant to this Agreement through a person registered to sell securities under applicable securities legislation, EPL acknowledges that:

(a) certain protections, rights and remedies provided by applicable securities legislation, including statutory rights of rescission or damages, shall not be available to EPL and EPL may not receive information that EPL would be entitled to under applicable securities legislation if no prospectus exemption was available;

(b) Clemson is relieved of certain obligations which would otherwise apply under applicable securities legislation; various filings must be completed and disclosures made to the securities regulatory authorities having jurisdiction over the securities of Clemson and to the Exchange;

(c) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Clemson Shares to be issued herein;

(d) the Clemson Shares will be subject to applicable statutory hold periods; and

(e) there is no government or other insurance covering the Clemson Shares to be issued herein.

3.4 Clemson represents and warrants to EPL that:

(a) no order ceasing or suspending trading in the securities of Clemson nor prohibiting sale of such securities has been issued to Clemson or its directors, officers or promoters and, to the knowledge of Clemson, no investigations or proceedings for such purposes are pending or threatened;

(b) the Clemson Shares to be issued hereunder will, at the time of issue, be duly allotted, validly issued, fully paid and non-assessable and will be free of all liens, charges and encumbrances and be issued in accordance with applicable securities laws and the rules and policies of the Exchange.

3.5 The representations and warranties hereinbefore set out are conditions on which the parties have relied in entering into this Agreement and will survive the acquisition of any interest in the Kalum Property by Clemson and each of the parties will indemnify and save the other harmless from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any representation, warranty, covenant, agreement or condition made by it and contained in this Agreement, and each party shall be entitled, in addition to any other remedy to which it may be entitled, to set off any such loss, damage or costs suffered by it as a result of any such breach against any payment required to be made by it to any other party hereunder.

4. COVENANTS OF EPL

4.1 During the currency of this Agreement and prior to the Participation Date, EPL covenants and agrees with Clemson to:

(a) not do any act or thing which would in any way adversely affect the rights of Clemson hereunder including:

(i) dispose of, grant any interest in or encumber any of the Kalum Property;

(ii) enter into any contract or any other transaction that could materially affect the Kalum Property, except with the prior written consent of Clemson;

(iii) terminate, cancel, modify or amend in any respect any contract related to the Kalum Property or take or fail to take any action that would entitle any party to a contract related to the Property to terminate, modify, cancel or amend such contract; or

(iv) agree, commit or enter into any understanding to take any action set out in paragraphs (i), (ii) or (iii) of this section 4.1(a).

(b) make available to Clemson and its representatives all records and files in its possession relating to the Kalum Property and permit Clemson and its representatives, at their own expense, to take abstracts therefrom and make copies thereof; and

(c) co-operate as reasonably necessary with Clemson in obtaining any surface, water or other rights on or related to the Kalum Property as Clemson deems desirable.

5. PRE-PARTICIPATION PROGRAMS

5.1 During the currency of this Agreement and prior to the Participation Date, Clemson will be the operator of the project (the "**Operator**"). If Clemson resigns in writing as Operator, EPL may, on notice to Clemson, elect to assume the role of Operator. The party acting as Operator at the commencement of the Joint Venture shall be the initial operator of the joint venture.

5.2 During the currency of this Agreement and prior to the Participation Date, the Operator shall have the exclusive and sole responsibility of administering and carrying out the exploration programs on the Kalum Property. In carrying out work on the Kalum Property and incurring Expenditures prior to the Participation Date, the Operator will:

(a) keep the Kalum Property free and clear of all liens, charges and encumbrances of every character arising from its operations hereunder (except for liens for taxes not yet due, other inchoate liens and liens contested in good faith by the Operator) and proceed with all reasonable diligence to contest or discharge any lien that is filed;

(b) permit the party who is not the Operator (the "**Non-Operator**"), or its representatives duly authorized in writing, at their own risk and expense, upon reasonable notice, access to the Kalum Property and to all data prepared by the Operator in connection with work done on or with respect to the Kalum Property and to all drill core produced by or on behalf of the Operator from the Kalum Property, provided that in exercising such right the Non-Operator will not unreasonably interfere with the activities of the Operator and that the Non-Operator will indemnify and save harmless the Operator and its directors, officers, employees and agents from and against all and any losses, damages, expenses, claims, suits, actions and demands of any kind or nature whatsoever in any way referable to or arising out of the entry, presence or activities of the Non-Operator or its representatives in connection with the Non-Operator's access to the Kalum Property and the records of the Operator

under this paragraph (b), including, without limitation, bodily injuries or death or damage to property at any time resulting therefrom;

(c) prepare and deliver to the Non-Operator:

(i) written quarterly progress reports of the work completed in the last calendar quarter and presently in progress and results obtained,

(ii) comprehensive assessment reports on an annual basis for submission to the Government of British Columbia for assessment filing purposes. These reports will include the total amount of Expenditures incurred on the Kalum Property and results obtained during the calendar year ending on December 31st immediately preceding, accompanied by copies of all data, reports and other information on or with respect to the Kalum Property not already provided to the Non-Operator, and

(iii) during periods of active field work, timely current reports and information on any material results obtained, accompanied by copies of all relevant data, reports and other information concerning such results, including those necessary to permit each of the Operator and the Non-Operator to meet its continuous disclosure obligations under applicable legislation and the requirements of the Exchange;

(d) conduct all work on or with respect to the Kalum Property in a careful and workmanlike manner and in accordance with all applicable laws of the jurisdiction in which the Kalum Property is located, including all requirements under applicable environmental legislation, and all rules, orders and regulations and the terms and conditions of any permits, consents or authorizations obtained, granted or issued with respect to activities on or with respect to the Kalum Property;

(e) pay, when due and payable, all wages or salaries for services rendered in connection with the Kalum Property and all accounts for materials supplied on or in respect of any work or operations performed in connection therewith;

(f) arrange for and maintain Worker's Compensation or equivalent coverage for all eligible employees engaged by the Operator in accordance with local statutory requirements;

(g) obtain and maintain or cause any contractor engaged by it hereunder to obtain and maintain, during any period in which active work is carried out hereunder, not less than the following:

(i) employer's liability insurance covering each employee engaged in the operations hereunder to the extent of $2,000,000 where such employee is not covered by Worker's Compensation;

(ii) comprehensive general liability insurance in such form as may be customarily carried by a prudent operator for similar operations with a bodily injury, death and property damage limit of $1,000,000 inclusive; and

(iii) vehicle, aircraft and watercraft insurance covering all aircraft, vehicles and watercraft owned and non-owned, operated and/or licensed by the Operator, with a bodily injury, death and property damage limit of $5,000,000 inclusive; and

(h) indemnify the Non-Operator, its directors, officers, agents, and attorneys or Affiliates (an "Indemnified Person"), against any third party related loss, cost, expense, damage, or liability which may arise in connection with the Mining Work conducted by the Operator under applicable environmental legislation, except for any loss or damage which is caused by or attributable to the Non-Operator's willful misconduct or gross negligence. If any claim or demand is asserted against an Indemnified Person, written notice of such claim or demand will promptly be given to the Operator. Within thirty (30) days after its receipt of the notice of the claim or demand, the Operator shall have the right but not the obligation to assume control of (subject to the right of the Indemnified Person to participate at the Indemnified Person's expense and with counsel of the Indemnified Person's choice), the defense, compromise, or settlement of the matter, including at the Operator's expense, the employment of counsel of the Indemnified Person's choice.

(i) The Operator will be entitled to charge the parties a management fee equal to ten percent (10%) of any Program's budget.

6. TERMINATION OF OPTION AND EXCESS EXPENDITURES

6.1 Except for the provisions of subsection 6.3, Section 7 and Section 14, this Agreement and the Option and Additional Option will (unless otherwise agreed by EPL in writing) terminate unless Clemson has satisfied its obligations pursuant to subsection 2.1.

6.2 At any time prior to the exercise of the Option, Clemson will have the right to terminate this Agreement and the Option by giving not less than thirty (30) days' notice to that effect to EPL.

6.3 As conclusive evidence of making the Expenditures, a notice to EPL from Clemson accompanied by:

(a) a certificate of an officer of Clemson certifying that the amount of Expenditures for a period specified in paragraph 2.1(c) has been made; and

(b) a reasonably itemized statement of such Expenditures;

will be conclusive evidence of the making thereof unless EPL delivers to Clemson a notice reasonably questioning the accuracy of such statement within 90 days of the receipt by EPL thereof. Upon delivery by EPL of a notice reasonably questioning the accuracy of such certificate, the matter will be referred to the auditor of Clemson for final determination. If such auditor determines that Clemson has not spent the required Expenditures within the particular time specified in paragraph 2.1(c), Clemson will not lose any of its rights hereunder and the Option and Additional Option will not terminate if Clemson pays to EPL, within 60 days of receipt of the auditor's determination, an amount equal to one hundred and fifty percent (150%) of the deficiency in such Expenditures (all of which, if paid in a timely manner, will be deemed to be Expenditures). Such audit will be for the account of EPL unless such auditor determines that Clemson has not spent the required Expenditures, in which case such audit will be for the account of Clemson.

7. OBLIGATIONS AFTER TERMINATION OF OPTION

7.1 If this Agreement is terminated for any reason whatsoever prior to the exercise of the Option this Agreement, including the Option and Additional Option, but excluding this Section 7 (which will continue in full force and effect for so long as is required to give full effect to the same) will be of no further force and effect except that Clemson will:

(a) leave the Kalum Property;

(i) free and clear of all liens, charges and encumbrances arising from this Agreement or its operations hereunder;

(ii) with sufficient assessment credit to maintain the Property in good standing for a period of no less than 24 months; and

(iii) in a safe and orderly condition;

(b) deliver to EPL, within 90 days of termination, a report on all work carried out by Clemson on the Kalum Property (limited to factual matters only) together with copies of all sample location maps, drill hole assay logs, assay results and other technical data compiled by Clemson with respect to work on the Kalum Property not previously delivered to EPL; and

(c) have the right to remove from the Kalum Property, within three months of the effective date of termination, all Supplies and Facilities erected, installed or brought upon the Kalum Property by or at the insistence of Clemson.

8. EXERCISE OF OPTION

8.1 Once Clemson has satisfied its obligations in accordance with subsection 2.1, Clemson will have exercised the Option and acquired an undivided sixty (60%) percent right, title and interest in and to the Kalum Property and will give notice to EPL to that effect.

8.2 Following the exercise by Clemson of the Option, EPL will take the necessary actions to transfer to and record in the name of Clemson an undivided sixty (60%) percent legal and beneficial interest in and to the Kalum Property in accordance with applicable laws, in particular, EPL shall initiate the transfer of 60% of its right, title and interest in and to the minerals claims comprising the Kalum Property from EPL to Clemson on the British Columbia Mineral Titles Online system and shall forthwith thereafter advise Clemson that such transfer was initiated, whereupon Clemson will accept and complete such transfer.

9. ASSOCIATION OF PARTICIPANTS

9.1 In the event that Clemson exercises the Option then Clemson and EPL agree that a joint venture (the "**Joint Venture**") will be deemed to have automatically formed (the "**Participation Date**") for the further exploration and development of the Kalum Property, sharing the costs of such exploration and development in accordance with their respective interests in the Kalum Property, and the parties agree to negotiate, in good faith and enter into a formal joint venture agreement (the "**Joint Venture Agreement**") incorporating the material terms set out in Schedule "B" appended hereto.

10. AREA OF INTEREST

10.1 If a party or an Affiliate (the "**Offeror**") acquires directly or indirectly or pursuant to any third party agreement, any mineral claim, exploration permit or other form of interest in minerals located wholly or in part within an area of three (3) kilometers from the current boundaries of the Kalum Property (the "**Area of Interest**"), the Offeror will promptly offer such interest to the other party with respect to the Kalum Property (the "**Offeree**") by notice in writing setting out the nature of such mineral interest and including all information known by the Offeror about such mineral interest, the Offeror's, or its Affiliate's, acquisition costs and all other details relating thereto and if, within 60 days from the date of the receipt of such notice, the Offeree accepts such mineral interest by notice in writing to the Offeror and pays to the Offeror the Offeror's acquisition costs as set out in such notice. Upon receipt of reimbursement for these acquisition costs, such mineral interests will be deemed to form part of the Kalum Property for the purposes of this Agreement.

10.2 Each party with respect to the Kalum Property will execute and deliver or cause to be executed and delivered such further documents and instruments and give such further assurances as the other may reasonably require to evidence and give effect to the establishment of the Area of Interest and the transfer of mineral interests pursuant to this section.

10.3 Each party with respect to the Kalum Property hereby covenants and agrees with the other to use its commercially reasonable efforts in any acquisition agreement under which it acquires any interest in minerals within the Area of Interest to acquire a 100% undivided interest in such minerals and to obtain unencumbered rights to assign an interest in any such agreement and the mineral rights related thereto pursuant to the provisions of this Agreement.

10.4 For greater certainty, it is agreed that Clemson and EPL are competitors outside of the Area of Interest and are free to acquire property outside of the Area of Interest and neither party has any restriction or obligation whatsoever outside of the three kilometer Area of Interest.

11. NOTICES

11.1 Any notice, direction or other instrument required or permitted to be given under this Agreement will be in writing and may be given by the delivery of the same or by sending the same by electronic facsimile, in each case addressed as follows:

(a) If to EPL at:
EPL Resources Ltd.
200, 44-12th Avenue S.,
Cranbrook, B.C. Canada, V1C 2R7

Attention: President
Facsimile No.: (250) 426-6899

(b) If to Clemson at:
Clemson Resources Corp.
918-1030 West Georgia Street
Vancouver, B.C. Canada, V6E 2Y3

Attention: President
Facsimile No.: (604) 662-7950

11.2 Any notice, direction or other instrument aforesaid will, if delivered, be deemed to have been given and received on the day it was delivered and, if sent by facsimile, be deemed to have been given or received on the day it was so sent unless it was sent:

(a) on a day which is not a Business Day in the place to which it was sent; or

(b) after 4:00 p.m. in the place to which it was sent,

in which cases it will be deemed to have been given and received on the next day which is a Business Day in the place it was sent to. Notices which are required to be sent for information purposes are required to be sent, but for the purposes of determining the time when receipt of a notice is effective hereunder it is the time of receipt of the primary notice which is relevant.

11.3 Any party may at any time give to the others notice in writing of any change of address of the party giving such notice and from and after the giving of such notice the address or addresses therein specified will be deemed to be the address of such party for the purposes of giving notice hereunder.

12. WITHDRAWAL AND TERMINATION

12.1 Subject to the provisions of subsection 7.1, in the case of a termination prior to the exercise of the Option, this Agreement will terminate upon the occurrence of the earliest of:

(a) the written agreement by the parties to terminate;

(b) either party becomes insolvent, makes any assignment in bankruptcy or makes any other assignment for the benefit of creditors, seeks protection or relief under the Companies Creditors Arrangement Act (Canada) or under any bankruptcy, insolvency or analogous law, is adjudged bankrupt, files a petition or proposal, consents to or acquiesces in the appointment of a trustee, receiver and manager, interim receiver, custodian or other person with similar powers of itself or of all or any substantial portion of its assets; or

(c) the termination of the Option, Additional Option and this Agreement pursuant to Section 6.

13. FORCE MAJEURE

13.1 No party will be liable for its failure to perform any of its obligations under this Agreement due to a cause beyond its control (each an "**Intervening Event**") (except those caused by its own lack of funds) including, but not limited to adverse weather conditions, environmental or native land claims protests or blockages, war, insurrection or other acts against a lawfully appointed or elected governing body, acts of God, fire, flood, explosion, strikes, lockouts or other industrial disturbances, laws, rules and regulations or orders of any duly constituted governmental authority, delays in the granting or issuance of any necessary permits, licenses or consents or non-availability of labour, equipment, materials or transportation.

13.2 A party relying on the provisions of subsection 13.1 will promptly give written notice to the others of the particulars of the Intervening Event and all time limits imposed by this Agreement will be extended from the date of delivery of such notice by a period equivalent to the period of delay resulting from an Intervening Event.

13.3 A party relying on the provisions of subsection 13.1 will take all reasonable steps to eliminate any Intervening Event and, if possible, will perform its obligations under this Agreement as far as commercially practical, but nothing herein will require such party to settle or adjust any labour dispute or to question or to test the validity of any law, rule, regulation or order of any duly constituted governmental authority or to complete its obligations under this Agreement if an Intervening Event renders completion commercially impracticable. A party relying on the provisions of subsection 13.1 will give written notice to the others as soon as such Intervening Event ceases to exist.

14. DEFAULT

14.1 Notwithstanding anything in this Agreement to the contrary, if any party (a "**Defaulting Party**") is in default of any requirement herein set forth the party affected by such default ("Affected Party") may give written notice ("**Default Notice**") to the Defaulting Party specifying the default and unless:

(a) with respect to any default, which can reasonably be cured within a 30 day period, within 30 days of receipt of the Default Notice the Defaulting Party has cured such default; or

(b) with respect to any default which is not of a nature as can reasonably be cured within a 30 day period, within a 30 day period following receipt of the Default Notice the Defaulting Party has taken reasonable and prudent action to commence to cure such default and thereafter diligently pursues the curing of such default until cured, subject to a maximum period to cure such default of 120 days;

the Affected Party will be entitled to seek any remedy it may have on account of such default including, without limitation, terminating this Agreement and/or seeking the remedies of specific performance, injunction or damages against the Defaulting Party.

15. OPTION ONLY

15.1 This is an option only and except as specifically provided otherwise nothing herein will be construed as obligating Clemson, prior to the exercise of the Option, to do any acts or make any payments hereunder except as otherwise set forth, and any act or acts or payment or payments as may be made hereunder will not be construed as obligating Clemson to do any further act or acts or make any further payment or payments except as otherwise provided herein.

16. ARBITRATION

16.1 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity of it, or any deadlock or inability of the parties to agree on a course of action to be taken hereunder, will be referred to and finally resolved by arbitration under the rules of the *British Columbia International Commercial Arbitration Centre* in effect on the date hereof.

16.2 The parties agree that:

(a) the appointing authority will be the British Columbia International Commercial Arbitration Centre;

(b) the case will be administered by the British Columbia International Commercial Arbitration Centre in accordance with its "Procedures for Cases under the BCICAC Rules";

(c) the place of arbitration will be Vancouver, British Columbia;

(d) the number of arbitrators will be three; and

(e) the language used in the arbitral proceeding will be English.

16.3 The arbitrators' fees will be paid by both parties in equal parts during the course of the arbitration but upon final decision of the dispute, the defeated party will pay all costs and reimburse all arbitration costs, including the amounts paid by the prevailing party, subject to the contrary decision of the arbitrators.

16.4 Arbitrations pursuant to this Section 16 will be carried out in such a manner as to render the arbitration award enforceable in British Columbia, and in that regard all requirements of any such jurisdiction with respect to rendering a foreign arbitral award enforceable will be complied with.

16.5 The City of Vancouver will be the venue for any legal proceedings to enforce in British Columbia.

17. CONFIDENTIALITY

17.1 All information and data concerning or derived from Mining Work shall be confidential and, except to the extent required by law or by regulation of any securities commission, stock exchange or other regulatory body, shall not be disclosed to any person other than a party's professional advisors, an Affiliate or the party's directors, officers, employees or consultants who need to know such information for the purpose of carrying out the Mining Work, without the prior written consent of the other party or parties, which consent shall not unreasonably be withheld.

17.2 No party will make any public statement or issue any press release concerning the transactions contemplated herein without the consent of the other party which consent shall not be unreasonably withheld. The party making such disclosure will consult with the other party prior to making any statement or press release and the parties will use all reasonable efforts, acting expeditiously and in good faith, to agree upon a text for such statement or release which is satisfactory to each of them within twenty four (24) hours. If the parties fail to agree upon such text, the party making the disclosure will make only such public statement or release as its counsel advises is legally required to be made or is otherwise reasonable in the circumstances.

18. RESTRICTIONS ON ALIENATION

18.1 No party (the "**Selling Party**") shall sell, transfer, convey, assign, mortgage or grant an option in respect of or grant a right to purchase or in any manner transfer or alienate all or any portion of its interest or rights under this Agreement without the prior consent in writing, within 30 days of receipt of notice thereof, of the other parties, such consent not to be unreasonably withheld, and the failure to notify the Selling Party within the said 30 days that such consent has been withheld shall be deemed to constitute the consent of the other parties.

18.2 Where consent has been granted, before the completion of any sale or other disposition by any party of its interests or rights or any portion thereof under this Agreement, the Selling Party

shall require the proposed acquirer to enter into an agreement with the party or parties not selling or otherwise disposing on the same terms and conditions as set out in this Agreement.

18.3 The provisions of subsections 18.1 and 18.2 shall not prevent a party from entering into an amalgamation or corporate reorganization which will have the effect in law of the amalgamated or surviving company possessing all the property, rights and interests and being subject to all the debts, liabilities and obligations of each amalgamating or predecessor company, or prevent a party from assigning its interest to an Affiliate of such party provided that the Affiliate first complies with subsection 18.2 and agrees in writing with the other parties to re-transfer such interest to the originally assigning party immediately before ceasing to be an Affiliate of such party.

19. GENERAL

19.1 Each party agrees from time to time, subsequent to the date hereof, to execute and deliver or cause to be executed and delivered to the others of them such instruments or further assurances as may, in the reasonable opinion of any of them, be necessary or desirable to give effect to the provisions of this Agreement or as may be reasonably required for registering or recording changes in ownership interests in the KALUM Property.

19.2 Time will be of the essence in the performance of this Agreement.

19.3 The headings of the sections of this Agreement are for convenience only and do not form a part of this Agreement nor are they intended to affect the construction or meaning of anything herein contained or govern the rights and liabilities of the parties.

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

19.5 If any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provisions shall not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

19.6 This Agreement may only be revised, changed or altered by an agreement in writing, signed by the party against which enforcement, waiver, change, modification or discharge is sought.

19.7 This Agreement constitutes the entire agreement between the parties and, except as hereafter set out, replaces and supersedes all prior agreements, memoranda, correspondence, communications, negotiations and representations, whether oral or written, express or implied, statutory or otherwise between the parties.

19.8 All references to currency in this Agreement are references to currency of Canada.

19.9 This Agreement may be executed in one or more counterparts and by facsimile or other means of electronic communication, each of which shall be deemed to be an original but each of which shall constitute one and the same instrument.

19.10 This Agreement will be governed by and construed according to the laws of British Columbia and the Federal laws of Canada applicable therein.

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

EAGLE PLAINS RESOURCES LTD.

Per:
(ORIGINAL SIGNED) *"Authorized Signatory"*
Authorized Signatory

CLEMSON RESOURCES CORP.

Per:
(ORIGINAL SIGNED) *"Authorized Signatory"*
Authorized Signatory

SCHEDULE "A" TO AN AGREEMENT DATED JANUARY 17th, 2012, BETWEEN EAGLE PLAINS RESOURCES LTD. AND CLEMSON RESOURCES CORP. RELATING TO THE KALUM PROPERTY

KALUM TENURE

The "**Kalum Property**" consists of the following tenures located near Terrace, British Columbia:

Project	Owner	Tenure NO	Type	Issue	Good To	NTS	Area Ha
KALUM	Eagle Plains # 138073 (100%)	516401	Mineral	7/8/2005	1/10/2013	103I	1046.11
KALUM	Eagle Plains # 138073 (100%)	516411	Mineral	7/8/2005	1/10/2013	103I	223.58
KALUM	Eagle Plains # 138073 (100%)	516412	Mineral	7/8/2005	1/10/2013	103I	857.13
KALUM	Eagle Plains # 138073 (100%)	399747	Mineral	1/23/2003	1/10/2013	103I076	500.22
KALUM	Eagle Plains # 138073 (100%)	516171	Mineral	7/6/2005	1/10/2013	103I	446.98
KALUM	Eagle Plains # 138073 (100%)	516172	Mineral	7/6/2005	1/10/2013	103I	409.64
KALUM	Eagle Plains # 138073 (100%)	516215	Mineral	7/7/2005	1/10/2013	103I	168.19
KALUM	Eagle Plains # 138073 (100%)	399749	Mineral	1/23/2003	1/10/2013	103I076	345.75
KALUM	Eagle Plains # 138073 (100%)	399760	Mineral	1/28/2003	1/10/2013	103I086	300.24
KALUM	Eagle Plains # 138073 (100%)	516145	Mineral	7/6/2005	1/10/2013	103I	448.51
KALUM	Eagle Plains # 138073 (100%)	516150	Mineral	7/6/2005	1/10/2013	103I	186.83
KALUM	Eagle Plains # 138073 (100%)	516152	Mineral	7/6/2005	1/10/2013	103I	224.29
KALUM	Eagle Plains # 138073 (100%)	516155	Mineral	7/6/2005	1/10/2013	103I	446.79
KALUM	Eagle Plains # 138073 (100%)	504249	Mineral	1/19/2005	1/10/2013	103I	410.47
KALUM	Eagle Plains # 138073 (100%)	399757	Mineral	1/28/2003	1/10/2013	103I076	450.36
KALUM	Eagle Plains # 138073 (100%)	516404	Mineral	7/8/2005	1/10/2013	103I	205.31
KALUM	Eagle Plains # 138073 (100%)	516379	Mineral	7/8/2005	1/10/2013	103I	933.07
KALUM	Eagle Plains # 138073 (100%)	596129	Mineral	12/16/2008	1/10/2013	103I	186.96
KALUM	Eagle Plains # 138073 (100%)	399744	Mineral	1/24/2003	1/10/2013	103I076	500.4
KALUM	Eagle Plains # 138073 (100%)	516157	Mineral	7/6/2005	1/10/2013	103I	446.86
KALUM	Eagle Plains # 138073 (100%)	596122	Mineral	12/16/2008	1/10/2013	103I	467.39
KALUM	Eagle Plains # 138073 (100%)	399762	Mineral	1/30/2003	1/10/2013	103I076	500.4
KALUM	Eagle Plains # 138073 (100%)	399755	Mineral	1/23/2003	1/10/2013	103I076	332.85
KALUM	Eagle Plains # 138073 (100%)	399748	Mineral	1/23/2003	1/10/2013	103I076	348.17
KALUM	Eagle Plains # 138073 (100%)	399745	Mineral	1/24/2003	1/10/2013	103I076	496.51
KALUM	Eagle Plains # 138073 (100%)	404554	Mineral	8/4/2003	1/10/2013	103I076	62.75
KALUM	Eagle Plains # 138073 (100%)	516372	Mineral	7/8/2005	1/10/2013	103I	522.2
KALUM	Eagle Plains # 138073 (100%)	399750	Mineral	1/23/2003	1/10/2013	103I076	478.77
KALUM	Eagle Plains # 138073 (100%)	399746	Mineral	1/23/2003	1/10/2013	103I076	500.4
KALUM	Eagle Plains # 138073 (100%)	399763	Mineral	1/30/2003	1/10/2013	103I076	300.24
KALUM	Eagle Plains # 138073 (100%)	399635	Mineral	1/21/2003	1/10/2013	103I086	498.72
KALUM	Eagle Plains # 138073 (100%)	516160	Mineral	7/6/2005	1/10/2013	103I	446.94

Project	Owner	Tenure NO	Type	Issue	Good To	NTS	Area Ha
KALUM	Eagle Plains # 138073 (100%)	516409	Mineral	7/8/2005	1/10/2013	103I	1,173.53
KALUM	Eagle Plains # 138073 (100%)	516405	Mineral	7/8/2005	1/10/2013	103I	391.42
KALUM	Eagle Plains # 138073 (100%)	399759	Mineral	1/28/2003	1/10/2013	103I086	385.2
KALUM	Eagle Plains # 138073 (100%)	399766	Mineral	1/23/2003	1/10/2013	103I076	14.33
KALUM	Eagle Plains # 138073 (100%)	408826	Mineral	3/14/2004	1/10/2013	103I076	291.15
KALUM	Eagle Plains # 138073 (100%)	516374	Mineral	7/8/2005	1/10/2013	103I	559.2
KALUM	Eagle Plains # 138073 (100%)	399756	Mineral	1/28/2003	1/10/2013	103I076	450.36
KALUM	Eagle Plains # 138073 (100%)	408827	Mineral	3/14/2004	1/10/2013	103I076	375.56
KALUM	Eagle Plains # 138073 (100%)	399767	Mineral	1/23/2003	1/10/2013	103I076	2.51
KALUM	Eagle Plains # 138073 (100%)	399764	Mineral	1/30/2003	1/10/2013	103I076	375.3
KALUM	Eagle Plains # 138073 (100%)	399741	Mineral	1/22/2003	1/10/2013	103I076	481.24
KALUM	Eagle Plains # 138073 (100%)	399634	Mineral	1/21/2003	1/10/2013	103I086	475.49
KALUM	Eagle Plains # 138073 (100%)	399743	Mineral	1/22/2003	1/10/2013	103I076	463.52
KALUM	Eagle Plains # 138073 (100%)	516382	Mineral	7/8/2005	1/10/2013	103I	671.76
KALUM	Eagle Plains # 138073 (100%)	516381	Mineral	7/8/2005	1/10/2013	103I	671.3
KALUM	Eagle Plains # 138073 (100%)	596125	Mineral	12/16/2008	1/10/2013	103I	467.4
KALUM	Eagle Plains # 138073 (100%)	516168	Mineral	7/6/2005	1/10/2013	103I	447.06
							21,389.36

SCHEDULE "B" TO AN AGREEMENT DATED JANUARY 17th, 2012, BETWEEN EAGLE PLAINS RESOURCES LTD. AND CLEMSON RESOURCES CORP. RELATING TO THE KALUM PROPERTY

MATERIAL TERMS OF JOINT VENTURE AGREEMENT

Under section 9 of the Agreement, Clemson and EPL and/or its assigns agree to execute and deliver a joint venture agreement for the future exploration and development of the Kalum Property on a joint venture basis on the following material terms:

(1) The initial interest of the parties in and to the Kalum Property and all other assets, liabilities, benefits or losses (the "**Project**") will be: (a) Clemson as to a 60% undivided interest, and EPL as to a 40% undivided interest, subject to variation from time to time as set out below. The parties will be deemed to have initially contributed the following costs for the Project: Clemson $3,000,000 and EPL $2,000,000;

(2) The parties will form a management committee consisting of one member appointed by each party (the "**Management Committee**"). The Management Committee will have the power and authority to make binding decisions on behalf of the parties with respect to the exploration and development of the Kalum Property and the Project, and all matters incidental thereto, including the approval of annual work programs and budgets for all exploration and development work. All decisions of the Management Committee will be made by a simple majority of votes, each party having one vote for each one percent (1%) of interest held in the Project. In the event of a tie vote, the Operator will have a casting or deciding vote.

(3) The Management Committee will appoint a person or company to act as the daily manager and administrator of the exploration and development work on the Kalum Property (the "**Operator**"), and the first Operator will be Clemson until its resignation or removal by the Management Committee.

(4) The Operator will prepare and submit for the consideration of the Management Committee annual work programs and budgets for the exploration and development work on the Kalum Property (collectively the "**Programs**" and individually a "**Program**"). If the Operator has not submitted a Program within sixty (60) days of any calendar year end, the non-Operator will be entitled to prepare and submit a Program to the Management Committee for its consideration.

(5) Within sixty (60) days following the Management Committee's approval of a Program, the parties will elect by notice in writing to the Management Committee to either not participate in the Program, participate in the Program to the full extent of their cost share, or participate in the Program for an amount less than their cost share. A party's cost share will be equal to its proportionate share of cost of a Program based upon its interest held in the Project. If a party elects to not participate or elects to participate for an amount less than its cost share, that party will suffer dilution of its interest in the Kalum Property and the Project in accordance with the provisions below.

(6) If a party elects not to contribute or elects to contribute less than its entire cost share, such party's interest in the Project will be reduced to a percentage equal to the fraction the numerator of

which is the total costs for the Project paid or deemed paid by the party and the denominator of which is the total costs for the Project of all parties paid or deemed paid, multiplied by 100, and the other party's interest will be accordingly increased. If any party's interest is reduced below ten percent (10%) by the operation of this paragraph, such party will transfer its remaining interest in the Project to the other party, and will receive as consideration therefore either a ten percent (10%) net profits royalty or a 1.5% net smelter returns royalty at the election of the non-contributing party, made at the time of the conversion of its interest (if the non-contributing party fails to so elect within thirty (30) days of the date of conversion, the other party will be entitled to make the election). "Net profits" from production will be calculated in accordance with generally accepted accounting principles including deductions for interest, taxes and royalties (other than income taxes), amortization of capital expenditures and pre-production expenditures, a reserve for three (3) months working capital, and a management fee not to exceed fifteen percent (15%) of operating costs. "Net smelter returns" will be calculated from the gross receipts received by the contributing party from any smelter or refinery, less smelter treatment charges, production taxes or royalties, and transportation expenses to the smelter or other purchaser.

(7) The parties electing to contribute to a Program will have thirty (30) days from receipt of the Operator's invoice to pay their cost share in proportion to their interest in the Project. If a party fails to pay its cost share within such time, the defaulting party's interest will suffer dilution in accordance with the provisions of paragraph 6 above, but at one and one-half (1 1/2) times the normal rate, and the Operator will have a lien upon that party's share of production to a value equal to one hundred fifty percent (150%) of the amount in default with interest at twelve percent (12%) per annum calculated from the date of default to the date of repayment. The Operator will be entitled to render invoices for costs of a Program in advance, provided that such a request for an advance does not exceed the estimated cost for the next one (1) month's operations.

(8) The Operator will be entitled to charge the parties a management fee equal to ten percent (10%) of any Program's budget.

(9) The non-Operator will be entitled to enter upon the Kalum Property after 24 hours advance notice to the Operator, at the non-Operator's own risk, provided that such access is not disruptive to the exploration or mining activities of the Operator.

SCHEDULE "C" TO AN AGREEMENT DATED JANUARY 17th, 2012, BETWEEN EAGLE PLAINS RESOURCES LTD. AND CLEMSON RESOURCES CORP. RELATING TO THE KALUM PROPERTY

UNDERLYING AGREEMENT DATED FEBRUARY 14TH BETWEEN EAGLE PLAINS RESOURCES AND BERNARD KREFT

Eagle Plains

Bernard Kreft
#1 Locust Place
Whitehorse, YT
Y1A 5C4

February 14th, 2003

Dear Bernie: **Re: Kalum Project, British Columbia**

This letter will confirm in writing the oral agreement (the "Oral Agreement") made between us with respect to the mineral claims situated in the Skeena Mining Division, British Columbia, set out in more detail in Schedule "A" attached to this letter agreement, and collectively referred to as the "Property" in this letter agreement. Eagle Plains Resources Ltd. (the "Corporation") wishes establish an understanding of the agreed terms of compensation prior to advancing with the Property.

1. The Oral Agreement relates to compensation payable to you in relation to your efforts in identifying an exploration opportunity in the area north of the Nelson River, south of the Kitsumkalum River and west of Kitsumkalum Lake, approximately 30 km northwest of Terrace, British Columbia.

2. Eagle Plains shall ensure that Kreft will receive a total of three hundred thousand (300,000) common shares over a four-year period. These shares will also form in part, consideration for the neighboring LCR claims held by Kreft, and will be issued through the LCR Option Agreement, dated February 12th, 2003 between Eagle Plains and Kreft. The common shares issuable pursuant to the above (the "Kreft Shares") will be issued subject to obtaining regulatory approvals, with applicable restriction and /or hold periods the latter of which shall not exceed 12 months; and

3. Eagle Plains will reserve in trust for and on behalf of Kreft, a royalty of one (1%) percent net smelter returns from all claims which comprise the Property.

   It is understood by all parties that Eagle Plains is entitled to negotiate a net smelter return for its benefit pursuant to any Option or Purchase Agreement, which royalty would be in addition to and not part of the Kreft Royalty (the "Corporation's Royalty"); and

   Eagle Plains will retain the exclusive right and option, at any time, to purchase the Kreft Royalty for the sum of CDN$1,000,000.

4. The compensation payable or issuable to you as set out in this letter agreement, fulfills all of the obligations of the Corporation to Kreft pursuant to the Oral Agreement, and accordingly Kreft shall have no further claim, ownership interest, rights, lien, charge, or any other right or claim to any royalty or other payment whatsoever in respect of the Property.

5. Each of the Corporation and Kreft acknowledge that they have received due consideration from each other in respect of this letter agreement, which supersedes an replaces the Oral Agreement.

If the foregoing accurately sets out our agreement, please execute in the presence of a witness the duplicate copy of this letter and return it to us, whereby this shall constitute a valid and binding agreement between us, enforceable in accordance with its terms. This letter agreement shall be the sole agreement between us with respect to the Property.

Yours truly,

EAGLE PLAINS RESOURCES LTD.

ORIGINAL SIGNED

Per. _____
Tim Termuende, President and
Chief Executive Officer

AGREED TO AND ACCEPTED AS OF THIS
14th DAY OF FEBRUARY. 2003

ORIGINAL SIGNED
BERNARD KREFT

ORIGINAL SIGNED
WITNESS

Schedule "A"
To an Agreement between Eagle Plains Resources Ltd. and Bernard Kreft
Dated February 14th, 2003

Tenure Number	Claim Name	Map Number	Work Recorded To	Status	Mining Division	Area	Tag Number
397639	CY 1	103I076	2003.10.20	Good Standing 2003.10.20	19 SKEENA	1 un	630601M
397640	CY 2	103I076	2003.10.20	Good Standing 2003.10.20	19 SKEENA	1 un	630602M
397641	CY 3	103I076	2003.10.20	Included 2003.02.11	19 SKEENA	1 un	630603M
397642	CY 4	103I076	2003.10.20	Included 2003.02.11	19 SKEENA	1 un	630604M
399620	YCC 50	103I086	2004.01.20	Good Standing 2004.01.20	19 SKEENA	1 un	630650M
399621	YCC 51	103I086	2004.01.20	Good Standing 2004.01.20	19 SKEENA	1 un	630651M
399622	YCC 52	103I086	2004.01.20	Good Standing 2004.01.20	19 SKEENA	1 un	630652M
399623	YCC 53	103I086	2004.01.20	Good Standing 2004.01.20	19 SKEENA	1 un	630653M
399624	YCC 54	103I076	2004.01.20	Good Standing 2004.01.20	19 SKEENA	1 un	630654M
399625	YCC 55	103I076	2004.01.20	Good Standing 2004.01.20	19 SKEENA	1 un	630655M
399626	YCC 56	103I076	2004.01.20	Good Standing 2004.01.20	19 SKEENA	1 un	630656M
399627	YCC 57	103I076	2004.01.20	Good Standing 2004.01.20	19 SKEENA	1 un	630657M
399628	YCC 58	103I076	2004.01.20	Good Standing 2004.01.20	19 SKEENA	1 un	630658M
399629	YCC 59	103I076	2004.01.20	Good Standing 2004.01.20	19 SKEENA	1 un	630659M
399630	YCC 60	103I086	2004.01.19	Good Standing 2004.01.19	19 SKEENA	1 un	630660M
399631	YCC 61	103I086	2004.01.19	Good Standing 2004.01.19	19 SKEENA	1 un	630661M
399632	YCC 62	103I086	2004.01.19	Good Standing 2004.01.19	19 SKEENA	1 un	630662M
399633	YCC 63	103I086	2004.01.19	Good Standing 2004.01.19	19 SKEENA	1 un	630663M
399634	YCC 1	103I086	2004.01.21	Good Standing 2004.01.21	19 SKEENA	20 un	240111
399635	YCC 2	103I086	2004.01.21	Good Standing 2004.01.21	19 SKEENA	20 un	240112
399740	YCC 3	103I076	2004.01.22	Good Standing 2004.01.22	19 SKEENA	20 un	240113
399741	YCC 4	103I076	2004.01.22	Good Standing 2004.01.22	19 SKEENA	20 un	240114
399742	YCC 5	103I076	2004.01.22	Good Standing 2004.01.22	19 SKEENA	20 un	240115
399743	YCC 6	103I076	2004.01.22	Good Standing 2004.01.22	19 SKEENA	20 un	240116
399744	YCC 7	103I076	2004.01.24	Good Standing 2004.01.24	19 SKEENA	20 un	240117
399745	YCC 8	103I076	2004.01.24	Good Standing 2004.01.24	19 SKEENA	20 un	240118
399746	YCC 9	103I076	2004.01.23	Good Standing 2004.01.23	19 SKEENA	20 un	240119
399747	YCC 10	103I076	2004.01.23	Good Standing 2004.01.23	19 SKEENA	20 un	240120
399748	YCC 11	103I076	2004.01.23	Good Standing 2004.01.23	19 SKEENA	16 un	240121
399749	YCC 12	103I076	2004.01.23	Good Standing 2004.01.23	19 SKEENA	16 un	240122
399750	YCC 13	103I076	2004.01.23	Good Standing 2004.01.23	19 SKEENA	20 un	240123

399751	YCC 14	1031076	2004.01.23	Good Standing 2004.01.23	19	SKEENA	3 un	240124
399752	YCC 15	1031076	2004.01.23	Good Standing 2004.01.23	19	SKEENA	15 un	240125
399753	YCC 16	1031076	2004.01.23	Good Standing 2004.01.23	19	SKEENA	12 un	240126
399754	YCC 17	1031076	2004.01.23	Good Standing 2004.01.23	19	SKEENA	18 un	240127
399755	YCC 18	1031076	2004.01.23	Good Standing 2004.01.23	19	SKEENA	14 un	240128
399756	YCC 19	1031076	2004.01.28	Good Standing 2004.01.28	19	SKEENA	18 un	240129
399757	YCC 20	1031076	2004.01.28	Good Standing 2004.01.28	19	SKEENA	18 un	240130
399758	YCC 21	1031086	2004.01.28	Good Standing 2004.01.28	19	SKEENA	18 un	216720
399759	YCC 22	1031086	2004.01.28	Good Standing 2004.01.28	19	SKEENA	18 un	216721
399760	YCC 23	1031086	2004.01.28	Good Standing 2004.01.28	19	SKEENA	12 un	216728
399761	YCC 24	1031086	2004.01.28	Good Standing 2004.01.28	19	SKEENA	12 un	216729
399762	YCC 25	1031076	2004.01.30	Good Standing 2004.01.30	19	SKEENA	20 un	216725
399763	YCC 26	1031076	2004.01.30	Good Standing 2004.01.30	19	SKEENA	12 un	216726
399764	YCC 27	1031076	2004.01.30	Good Standing 2004.01.30	19	SKEENA	15 un	216727
399765	YCC 28	1031076	2004.01.30	Good Standing 2004.01.30	19	SKEENA	12 un	216724
399766	YCC 64	1031076	2004.01.23	Good Standing 2004.01.23	19	SKEENA	1 un	630664M
399767	YCC 65	1031076	2004.01.23	Good Standing 2004.01.23	19	SKEENA	1 un	630665M

Total: 489 units

SCHEDULE "B"

This is **Schedule "B"** to that Agreement dated February 14th, 2003 between **EAGLE PLAINS REOURCES and BERNARD KREFT**

NET SMELTER RETURNS

1. The Royalty Interest which may be payable to BERNARD KREFT by EAGLE PLAINS REOSURCES LTD. (the "Payor") pursuant to Section 3 of the above referenced Agreement will be ONE (1%) percent of the Net Smelter Revenue (as hereinafter defined) and will be calculated and paid to the Payee by the Payor in accordance with the terms of this Schedule "B". Terms having defined meanings in the Agreement and used herein will have the same meanings in this Schedule as assigned to them in the Agreement unless otherwise specified or the context otherwise requires.

2. The Net Smelter Revenue will be calculated on a calendar quarterly basis and will, subject to paragraph 8 of this Schedule "B", be equal to Gross Revenue less Permissible Deductions for such quarter.

3. The following words will have the following meanings:

   (a) **"Gross Revenue"** means the aggregate of the following amounts received in each quarterly period:

      (i) the revenue received by the Payor from arm's length purchasers of all Product,

      (ii) the fair market value of all Product sold by the Payor in such quarter to persons not dealing at arm's length with the Payor, and

      (iii) any proceeds of insurance on Product;

   (b) **"Ore"** means all materials from the Property, the nature and composition of which, in the sole judgment of the Optionee justifies either:

      (i) mining or removing from place and shipping and selling such material, or delivering such material to a processing plant for physical or chemical treatment, or

      (ii) leaching such material in place;

   (c) **"Permissible Deductions"** means the aggregate of the following charges (to the extent that they are not deducted by any purchaser in computing payment) that are paid in each quarterly period:

      (i) sales charges levied by any sales agent on the sale of Product,

      (ii) transportation costs for Product from the Property to the place of beneficiation, processing or treatment and thence to the place of delivery

of Product to a purchaser thereof, including shipping, freight, handling and forwarding expenses,

(iii) all costs, expenses and charges of any nature whatsoever which are either paid or incurred by the Payor in connection with refinement or beneficiation of Product after leaving the Property, including all weighing, sampling, assaying and representation costs, metal losses, any umpire charges, and any penalties charged by the processor, refinery or smelter, and

(iv) all insurance costs on Product, and any government royalties, production taxes, severance taxes and sales and other taxes levied on Ore, Product or on the production or value thereof (other than any Federal or Provincial taxes levied on the income or profit of the Payor),

provided that where a cost or expense otherwise constituting a Permissible Deduction is incurred by the Payor in a transaction with a party with whom it is not dealing at arm's length (as that term is defined in the *Income Tax Act* (Canada)), such cost or expense may be deducted, but only as to the lesser of the actual cost incurred by the Payor or the fair market value thereof, calculated at the time of such transaction and under all the circumstances thereof; and

(d) "**Product**" means:

(i) all Ore shipped and sold prior to treatment, and

(ii) all concentrates, precipitates and products produced by or for the Optionee from Ore.

4. The Payor shall have the right to commingle with ores from the Property, ore produced from other properties, provided that prior to such commingling, the Payor shall adopt and employ reasonable practices and procedures for weighing, determination of moisture content, sampling and assaying, as well as utilize reasonable accurate recovery factors in order to determine the amounts of products derived from, or attributable to Ore mined and produced from the Property. The Payor shall maintain accurate records of the results of such sampling, weighing and analysis as pertaining to ore mined and produced from the Property.

5. The Royalty Interest will be calculated and paid within thirty (30) days after the end of each calendar quarter if reasonably possible. Smelter settlement sheets, if any, and a statement setting forth calculations in sufficient detail to show the payment's derivation (the "Statement") must be submitted with the payment.

6. All Royalty Interest payments will be considered final and in full satisfaction of all obligations of the Payor with respect thereto, unless the Payee delivers to the Payor a written notice (the "Objection Notice") describing and setting forth a specific objection to the calculation thereof within Sixty (60) days after receipt by the Payee of the Statement. If the Payee objects to a particular Statement as herein provided, the Payee will, for a period of Sixty (60) days after the Payor's receipt of such Objection Notice, have the right, upon reasonable notice and at reasonable times, to have the Payor's accounts and records relating to the calculation of the payment in question audited by the auditors of

the Payor. If such audit determines that there has been a deficiency or an excess in the payment made to the Payee, such deficiency or excess will be resolved by adjusting the next monthly Royalty Interest payment due hereunder. The Payee will pay all the costs and expenses of such audit unless a deficiency of three (3%) percent or more of the amount due is determined to exist. The Payor will pay the cost and expenses of such audit if a deficiency of three (3%) percent or more of the amount due is determined to exist. All books and records used and kept by the Payor to calculate the Royalty Interest due hereunder will be kept in accordance with Canadian generally accepted accounting principles. Failure on the part of the Payee to make claim against the Payor for adjustment in such Sixty (60) day period by delivery of an Objection Notice will conclusively establish the correctness and sufficiency of the Statement and payment on account of the Royalty Interest for such quarter.

7. At the election of the Payee made in writing at least ninety (90) days prior to the first payment on account of the Royalty Interest (which election may not be rescinded without the consent of the Payor, such consent not to be unreasonably withheld) the Payee may elect to receive the Royalty interest in kind, provided that any extra costs or expenses incurred by the Payor as a result of such election and payment of the Royalty Interest in kind will be for the account of the Payee and will be due on demand.

8. All profits and losses resulting from the Payor engaging any commodity futures trading, option trading, metals trading, transactions with respect to Product which is a precious metal (collectively, "Hedging Transactions") are specifically excluded from calculations of the Royalty Interest pursuant to this Schedule "B" (it being the intent of the parties that the Payor will have the unrestricted right to market and sell Product to third parties in any manner it chooses and that the Payee will not have any right to participate in such marketing activities or to share in any profits or losses therefrom). All Hedging Transactions by the Payor and all profits or losses associated therewith, if any, will be solely for the Payor's account, irrespective of whether or not Product is delivered in fulfillment of such obligations. The amount of Net Smelter Revenue derived from all Product subject to Hedging Transactions by the Payor will be determined pursuant to the provisions of this paragraph 8 and not paragraph 2. As to precious metals subject to Hedging Transactions by the Payor, Net Smelter Revenue will be determined without reference to Hedging Transactions and will be determined by using, for gold, the monthly average price of gold, which will be calculated by dividing the sum of all London Bullion Market Association P.M. Gold Fix prices reported for the calendar month in question by the number of days for which such prices were quoted, and for silver, the monthly average price of silver, which will be calculated by dividing the sum of all New York Commodity Exchange ("COMEX") prices for silver quoted by and at the closing of COMEX reported for the calendar month in question by the number of days for which such prices were quoted, less, in each case, an amount reasonably equivalent to the deductions permitted by paragraph 3(c). Any Product subject to Hedging Transactions will be deemed to be sold, and revenues received therefrom, only on the date of final settlement of the amount of refined Product allocated to the account of the Payor by a third party refinery in respect of such transactions.

9. If the Royalty Interest becomes payable to two or more parties, those parties will appoint, and will deliver to the Payor a document executed by all of those parties appointing, a single agent or trustee of all such parties to whom the Payor will make all payments on account of the Royalty Interest. The Payor will have no responsibility as to the division of the Royalty Interest payments among such parties, and if the Payor makes a payment or

payments on account of the Royalty Interest in accordance with the provisions of this paragraph 9, it will be conclusively deemed that such payment or payments have been received by the parties entitled thereto. All charges of the agent or trustee will be borne solely by the parties receiving payments on account of the Royalty Interest.