

PRECIOUS METALS PURCHASE AGREEMENT dated as of the 20th day of November, 2008.

AMONG:

SILVERSTONE RESOURCES CORP., a company incorporated and existing under the laws of the Province of British Columbia

("Silverstone")

- and -

SHERWOOD COPPER CORPORATION, a corporation continued and existing under the federal laws of Canada

("Sherwood")

- and -

MINTO EXPLORATIONS LTD., a corporation incorporated and existing under the laws of British Columbia

("Minto")

- and -

KUTCHO COPPER CORP., a corporation incorporated and existing under the laws of British Columbia

("Kutcho")

WITNESSES THAT:

WHEREAS Sherwood owns all of the issued and outstanding shares in each of Minto and Kutcho;

AND WHEREAS Minto is the holder of all rights to the Minto Mine (the "Mine") in the Yukon Territory, Canada, as more particularly described on Schedule A attached hereto and Minto is also the holder of all rights to the Minerals contained in the Mine, subject to the Existing Offtake Agreement, the Selkirk First Nation NSR and the interests of the Vendors' lenders, both secured and unsecured, under the Facilities;

AND WHEREAS Sherwood, Minto, Kutcho and Silverstone executed and delivered the Letter of Intent pursuant to which Minto agreed to sell (and Sherwood agreed to cause Minto to sell) to Silverstone all of the Payable Gold and Silver contained in the Minerals produced from

the Mine over the life of the Mine and starting December 1, 2008 and Silverstone has agreed to purchase such Payable Gold and Silver contained in the Minerals so produced;

AND WHEREAS capitalized terms when used in these preambles shall have the respective meanings set forth in Section 1;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties mutually agree as follows:

1. Definitions

- (a) **"Affiliate"** means, with respect to any person, any other third person which, directly or indirectly controls, or is controlled by such person or is under the common control of the same third person or entity.
- (b) **"AMI"** means AMI Resources Inc.
- (c) **"Annual Report"** means, in relation to any calendar year, a written report setting out (i) the number of ounces of Gold and Silver contained in the Minerals produced from the Mine and delivered to a Buyer during that calendar year, and (ii) the number of ounces of Payable Gold and Silver resulting therefrom.
- (d) **"Barrick"** means Barrick Gold Inc.
- (e) **"Barrick/AMI Agreement"** has the meaning ascribed to such term in Section 17(b)(ii)(B) of this Agreement.
- (f) **"Business Day"** means any day other than a Saturday or Sunday or a day that is a holiday under the laws of Canada or the Province of British Columbia.
- (g) **"Buyer"** means the party to an Offtake Agreement that purchases Minerals from any of the Vendors or takes delivery of Minerals from any of the Vendors for refining.
- (h) **"Charges"** has the meaning ascribed to such term in Section 4(c) of this Agreement.
- (i) **"Dispute Notice"** has the meaning ascribed to such term in Section 2(f)(i) of this Agreement.
- (j) **"Excess Amount"** has the meaning ascribed to such term in Section 2(b) of this Agreement.
- (k) **"Existing Buyer"** means MRI Trading AG.
- (l) **"Existing Offtake Agreement"** means the contract of purchase dated July 31, 2007 between the Existing Buyer and Minto.
- (m) **"Facilities"** means, collectively, (a) the loan facilities of Minto under (i) the subordinated syndicated loan facility agreement dated October 24, 2006 among Minto as borrower,

Sherwood as guarantor and Macquarie as a lender and agent for the other lenders, and (ii) the syndicated project facility agreement dated October 24, 2006 among Minto as borrower, Sherwood as guarantor, and Macquarie as agent for the lenders; (b) the corporate loan facility agreement dated for reference March 7, 2008 between Sherwood as borrower and Macquarie as lender; (c) the financial obligations under the user agreement for ore storage and loading facilities dated January 19, 2007 with the Alaska Industrial Development and Export Authority; (d) the financial obligations under the concentrate off-take agreement dated July 31, 2007 between Minto and MRI Trading AG; and (e) the financial obligations under the power purchase agreement dated February 8, 2007 between Minto and Yukon Energy Corporation.

- (n) “**GAAP**” means generally accepted accounting principles in Canada.
- (o) “**Gold**” means Gold in its refined, saleable form.
- (p) “**Gold Deferred Payment**” has the meaning ascribed to such term in Section 3(a)(ii).
- (q) “**Initial Payment**” has the meaning set out in Section 3(a) of this Agreement.
- (r) “**Invoices**” has the meaning ascribed to such term in Section 4(d) of this Agreement.
- (s) “**Kutcho Project**” has the meaning ascribed to such term in Section 17(b)(ii) of this Agreement.
- (t) “**Letter of Intent**” means the letter of intent dated November 5, 2008 among the Vendors and Silverstone.
- (u) “**Market Price**” means:
 - (A) the definition of market price of as contained in the applicable Offtake Agreement; or
 - (B) if market price is not defined in the applicable Offtake Agreement, the closing price per ounce of Gold and Silver in U.S. Dollars (US\$) quoted by the London Bullion Market Association on the trading day immediately prior to the date of delivery of Gold or Silver to, or credit of Gold or Silver to the account of, Silverstone.
- (v) “**Macquarie**” means Macquarie Bank Limited.
- (w) “**Macquarie Facilities**” means the facilities referred to in paragraphs (a)(i), (a)(ii) and (b) of the definition of Facilities contained in Section 1(m) of this Agreement.
- (x) “**Mine**” means the Minto Mine located in the Yukon Territory, Canada, as more fully described in Schedule A annexed hereto.
- (y) “**Minerals**” means any and all Gold and Silver in whatever form or state that is mined, extracted, removed, produced or otherwise recovered from the Mine, including any such

material derived from any processing or reprocessing of any tailings, waste rock or other waste products originally derived from the Mine.

- (z) “**Minto**” means Minto Explorations Ltd.
- (aa) “**Minto Invoices**” has the meaning ascribed to such term in Section 4(d) of this Agreement.
- (bb) “**Monthly Report**” means a written report detailing:
 - (i) the number of ounces of Gold and Silver produced from the Mine and delivered to a Buyer in each calendar month;
 - (ii) the names and addresses of each Buyer to which the Gold and Silver referred to in subsection (i) above is delivered;
 - (iii) the number or ounces of Payable Gold and Silver which have resulted or which are estimated to result therefrom; and
 - (iv) a reconciliation between any estimated number of ounces of Payable Gold and Silver specified in a Monthly Report pursuant to subsection (iii) above for a preceding calendar month and the final number of ounces of Payable Gold and Silver for that calendar month.
- (cc) “**Offtake Agreement**” means an agreement, whether existing as at the date of this Agreement or entered into following the date of this Agreement, for the purchase and sale of Minerals or the delivery of Minerals for refining, and all amendments or addendums thereto.
- (dd) “**Offtaker**” means a party to an Offtake Agreement who is not one of the Vendors.
- (ee) “**Parties**” means the parties to this Agreement, and “**Party**” means any one of the Parties.
- (ff) “**Payable Gold**” means the number of ounces of Gold for which payment is received from a Buyer pursuant to and in accordance with an Offtake Agreement.
- (gg) “**Payable Gold and Silver**” means Payable Gold and Payable Silver.
- (hh) “**Payable Silver**” means the number of ounces of Silver for which payment is received from a Buyer pursuant to and in accordance with an Offtake Agreement.
- (ii) “**Person**” means and includes individuals, corporations, bodies corporate, limited or general partnerships, joint stock companies, limited liability corporations, joint ventures, associations, companies, trusts, banks, trust companies, government or any other type of organization, whether or not a legal entity.
- (jj) “**Purchase Price**” has the meaning ascribed to such term in Section 3(a) of this Agreement.

- (kk) “**RGLD**” means RGLD Gold Canada, Inc.
- (ll) “**Selkirk First Nation NSR**” means the net smelter return royalty of 0.500% payable by Minto to the Selkirk First Nation, pursuant to the co-operation agreement concerning the Minto Project dated September 16, 1997 between Minto and the Selkirk First Nation.
- (mm) “**Sherwood**” means Sherwood Copper Corporation.
- (nn) “**Silver**” means Silver in its refined, saleable form.
- (oo) “**Silver Deferred Payment**” has the meaning ascribed to such term in Section 3(a)(ii).
- (pp) “**Silverstone**” means Silverstone Resources Corp.
- (qq) “**Silverstone Audit**” has the meaning ascribed to such term in Section 2(g) of this Agreement.
- (rr) “**Silverstone Contract Rights**” has the meaning ascribed to in such term in Section 23(l) of this Agreement.
- (ss) “**Subsidiary**” has the meaning ascribed to such term in the *Business Corporations Act* (British Columbia), R.S.B.C. 2002, c. 57, as may be amended from time to time.
- (tt) “**Sumac**” means Sumac Mines Ltd.
- (uu) “**Term**” means the period commencing on December 1, 2008 and continuing for the earlier of 99 years or the life of the Mine.
- (vv) “**Time of Delivery**” has the meaning ascribed to such term in Section 8(c) of this Agreement.
- (ww) “**Vendors**” means Sherwood, Minto and Kutcho.

2. Nature of Purchase

- (a) Subject to Section 2(b), Minto hereby agrees to sell to Silverstone, Sherwood agrees to cause Minto to sell to Silverstone and Silverstone hereby agrees to purchase from Minto all Payable Gold and Silver contained in all Minerals that are mined, extracted, produced or otherwise recovered from the Mine during the Term, on the terms and conditions set out herein.
- (b) Notwithstanding the foregoing, in the event the Mine produces (a) in either of the first two consecutive twelve-month periods commencing December 1, 2008 and ending November 30, 2010, in excess of 50,000 ounces of Payable Gold or (b) thereafter, in excess of 30,000 ounces of Payable Gold in any one twelve-month period commencing December 1, 2010 (such amount in excess of 50,000 or 30,000 ounces of Payable Gold, as the case may be, in a particular twelve-month period being referred to herein as the

“Excess Amount”), Silverstone shall be entitled to purchase only 50% of that Excess Amount.

- (c) Silverstone hereby acknowledges and agrees that it has no contractual rights relating to the mining operations of the Vendors or the Mine or, except as provided in this Agreement, any right, title or interest in and to the Mine.
- (d) For each month during the Term, Minto shall deliver to Silverstone a Monthly Report on the fifteenth Business Day of the next calendar month.
- (e) For each year during the Term, Minto shall deliver to Silverstone an Annual Report within 60 days after the last day of the relevant calendar year.
- (f) If Silverstone disputes an Annual Report:
 - (i) Silverstone shall notify Minto in writing within four months from the date of delivery of that Annual Report that it disputes the accuracy of that Annual Report (or any part thereof) (the “Dispute Notice”), failing which Silverstone will no longer have any rights to dispute an Annual Report (or any part thereof) or a Monthly Report comprising part of the same period;
 - (ii) Silverstone and the Vendors shall have 60 days from the date the Dispute Notice is delivered by Silverstone to Minto, in accordance with the notice provisions set out in Section 23(f) of this Agreement, to resolve the dispute. If Silverstone and the Vendors cannot resolve the dispute within the 60 day period, then either Silverstone, on the one hand, and any Vendor, on the other hand, may seek to have the dispute resolved by arbitration in accordance with the provisions of Section 16(a) of this Agreement. For greater certainty and without limitation, in the event that the dispute relates to Payable Gold and Silver or net payment from the Buyer under the applicable Offtake Agreement, the Vendors shall act as agent for and on behalf of Silverstone with respect to the exercise of the arbitration rights under the Offtake Agreement to the extent Silverstone does not have such rights and in such case shall take such action as is not detrimental to the Vendors in the opinion of the Vendors and as Silverstone shall reasonably request to enforce Silverstone’s rights under this Agreement, without any Vendor incurring any liability with respect to such arbitration proceeding, unless such dispute is determined to be caused by such Vendor’s wilful misconduct or gross negligence.
- (g) If Minto does not deliver a Monthly Report or an Annual Report as required pursuant to this Section 2, Silverstone shall, in addition to the rights set out in Section 13 of this Agreement, be entitled to perform, or cause its representatives or agents to perform, an audit of the Vendors’ books and records relevant to the production and delivery of Payable Gold and Silver to determine the number of ounces of Payable Gold and Silver produced on a monthly or yearly basis (the “Silverstone Audit”) and the Vendors shall grant Silverstone or its representatives or agents access to all such books and records on a timely basis. In order to exercise this right, Silverstone must provide not less than seven days written notice to the Vendors of its intention to conduct the Silverstone Audit. If,

within seven days of its receipt of such notice, the Vendors deliver the Monthly Report or Annual Report in question, then Silverstone shall have no right to perform the Silverstone Audit. If Minto provides the Monthly Report or Annual Report before the delivery of the Silverstone Audit, the Monthly Report or Annual Report shall be taken as final and conclusive, subject to the rights of Silverstone under subsection 2(f).

3. Gold and Silver Purchase Price

- (a) All of the Payable Gold and Silver extracted from each shipment of Minerals delivered to a Buyer from the Mine (which as set out in Minto's June 30, 2008 Technical Report, the contained Gold and contained silver is estimated at 216,900 oz of Gold and 2,267,000 oz of Silver) determined in respect of each such shipment over the Term will be purchased by Silverstone for the sum of:
 - (i) an initial cash payment of US\$37,500,000 (the "Initial Payment"); and
 - (ii) the lesser of US\$3.90 per ounce of Payable Silver (subject to a 1% annual upwards inflationary adjustment after three years and yearly thereafter) and the prevailing Market Price per ounce of Silver (the "Silver Deferred Payment") and the lesser of US\$300.00 per ounce of Payable Gold (subject to a 1% annual upwards inflationary adjustment after three years and yearly thereafter) and the prevailing Market Price per ounce of Gold (the "Gold Deferred Payment", and together with the Initial Payment and the Silver Deferred Payment, the "Purchase Price")
- (b) The Parties acknowledge and agree that US\$12,500,000 of the Initial Payment has already been paid by Silverstone to Minto and the balance of the Initial Payment shall be paid by Silverstone to Minto upon the execution of this Agreement.

4. Net Settlement of Purchase Price and Invoicing Matters

- (a) As soon as possible following the execution of this Agreement, the Vendors agree to use their reasonable commercial efforts to negotiate with the Existing Buyer (and thereafter with any subsequent Buyers), as agent for and on behalf of Silverstone and for and on behalf of the Vendors, and enter into an agreement, which provides, among other things, for the payment under the applicable Offtake Agreement directly by the Buyers to Silverstone, net of the Gold Deferred Payment and the Silver Deferred Payment, for the Payable Gold and Silver delivered and sold by the Vendors to Silverstone in respect of any Buyer payment. Any such Gold Deferred Payment or Silver Deferred Payment will be paid directly from the Buyers to the Vendors.
- (b) All cash payments in connection with the Payable Gold and Silver under this Agreement shall be made in U.S. Dollars (US\$) and shall be made by wire transfer in immediately available funds to the bank account or other accounts designated by Silverstone and the Vendors in writing from time to time. All payments to Silverstone to be made in accordance with this Section 4 shall be made without deduction or set-off except as provided in this Agreement.

- (c) All charges, penalties, adjustments or deductions including without limitation, any transportation, treatment or refining charges, pertaining to or in respect of Gold or Silver and charged by a Buyer (but excluding any adjustments made by the Buyer based on the Buyer's analysis of the assays of the Gold and Silver contained in the Minerals) (the "Charges") shall be to the account of and paid by the Vendors. The Vendors shall cause each Buyer to charge any and all Charges to the account of the Vendors or to deduct any and all Charges from amounts owing by each Buyer to the Vendors. In the event that a Buyer improperly charges Silverstone for any Charges or deducts any Charges from amounts owing by the Buyer to Silverstone, Silverstone shall be entitled to set off or deduct an amount equal to such Charges from any payment to be made to the Vendors in accordance with the terms of this Agreement.
- (d) The Offtake Agreements shall permit Silverstone to issue invoices to each applicable Buyer for and in respect of all Payable Gold and Silver contained in each shipment of Minerals (the "Invoices"). Silverstone and Minto shall co-ordinate the delivery of each of the Invoices to each Buyer concurrently with the delivery by Minto of its invoice relating to the Gold or Silver content, as the case may be, of the shipment of Minerals (the "Minto Invoice"). The effect of the Invoices and the Minto Invoices shall be that:
 - (i) the Invoices are from Silverstone;
 - (ii) at the time Silverstone receives payment therefor, Silverstone has title to, and is the seller of, all of the Payable Gold and Silver contained in the Minerals;
 - (iii) the purchase price for the Payable Gold and Silver, less the applicable Silver Deferred Payment or Gold Deferred Payment and less any Charges the Buyer charged to Silverstone is payable to Silverstone; and
 - (iv) the delivery terms pursuant to which Silverstone shall sell the Payable Gold and Silver to the Buyer shall be set out in the Invoices.
- (e) Each of the Minto Invoices shall contain all deductions for and in respect of any and all Charges pertaining to the Payable Gold and Silver contained in the shipment of Minerals to which such Minto Invoice relates.
- (f) The Vendors hereby agree to indemnify Silverstone and its directors, officers, employees and affiliates harmless from and against any and all damages (other than consequential or incidental damages), claims, losses (other than losses of profits or opportunities), liabilities, fines, penalties and expenses (including reasonable legal fees) incurred or suffered by any of them arising out of or in connection with or related to any breach or default of this Section 4 by the Vendors.
- (g) Any payment payable by Silverstone to the Vendors in accordance with the terms of this Section 4 is not subject to any profits or losses related to any hedging transactions to which either may be a party.

5. Closing Date

Closing shall take place at the office of Blake, Cassels & Graydon LLP, Suite 2600, Three Bentall Centre, 595 Burrard Street, Vancouver, British Columbia, V7X 1L3 at 3:00 p.m. (the "Closing Time") (Vancouver time) (to take effect as of 12:01 a.m. Vancouver time) on November 20, 2008 (the "Closing Date") or on such earlier or later date or other time as the Parties may mutually agree provided that all of the conditions set out in sections 6 and 7 have been satisfied. At the Closing Time, Silverstone shall deliver to the Vendors the outstanding Initial Payment, which for greater certainty amounts to US\$25,000,000.

6. Closing Conditions for the Benefit of Silverstone

- (a) Silverstone shall not be obligated to complete the transactions contemplated in this Agreement unless, at or before the Closing Time, each of the conditions listed below has been satisfied, it being understood that the said conditions are included for the exclusive benefit of Silverstone. The Vendors shall take all such actions, steps and proceedings as are reasonably within its control as may be necessary to ensure that the conditions listed below are fulfilled at or before the Closing Time.
 - (i) The representations and warranties of the Vendors contained in Sections 17(a) and 17(b) shall be true and correct at the Closing Time.
 - (ii) Each of the Vendors and Silverstone shall have received any and all required consents or approvals, including without limitation, third Person consents and all governmental or regulatory consents in any applicable jurisdiction, including without limitation, the consent of the TSX Venture Exchange with respect to the obligations of Silverstone hereunder and the same shall remain in full force and any and all applicable waiting periods under applicable legislation or otherwise shall have expired.
 - (iii) Silverstone shall have received all or such other assurances, consents, agreements, documents and instruments as may be reasonably required by Silverstone to complete the transactions contemplated by this Agreement, all of which shall be in form and substance satisfactory to Silverstone, acting reasonably.
- (b) If any condition contained in this Section 6 has not been fulfilled at or before the Closing Time or if any such condition is or becomes impossible to satisfy, other than as a result of the failure of the Vendors to comply with its obligations under this Agreement, then if Silverstone is unwilling to waive the fulfillment of any such condition, this Agreement shall be terminated and each of the Parties shall be released from all their obligations hereunder save and except as provided in Sections 15, 16, 20, 21 and 23.

7. Closing Conditions for the Benefit of the Vendors

- (a) The Vendors shall not be obligated to complete the transaction contemplated in this Agreement unless, at or before the Closing Time, each of the conditions listed below has been satisfied, it being understood that the said conditions are included for the exclusive

benefit of the Vendors. Silverstone shall take all such actions, steps and proceedings as are reasonably within its control as may be necessary to ensure that the conditions listed below are fulfilled at or before the Closing Time.

- (i) The representations and warranties of Silverstone contained in Section 17(a) shall be true and correct at the Closing Time.
 - (ii) Each of the Vendors and Silverstone shall have received any and all required consents or approvals, including without limitation, third Person consents and all governmental or regulatory consents in any applicable jurisdiction, including without limitation, the consent of the TSX Venture Exchange with respect to the obligations of Silverstone hereunder and the same shall remain in full force and any and all applicable waiting periods under applicable legislation or otherwise shall have expired.
 - (iii) The Vendors shall have received all such other assurances, consents, agreements, documents and instruments as may be reasonably required by the Vendors to complete the transactions contemplated by this Agreement, all of which shall be in form and substance satisfactory to the Vendors, acting reasonably.
- (b) If any condition contained in this Section 7 has not been fulfilled at or before the Closing Time or if any such condition is or becomes impossible to satisfy, other than as a result of the failure of Silverstone to comply with its obligations under this Agreement, then if the Vendors are willing to waive the fulfillment of any such condition, this Agreement shall be terminated and each for the Parties shall be released from all of their obligations hereunder save and except as provided in Sections 15, 16, 20, 21 and 23.

8. Delivery, Title and Risk of Loss

- (a) With respect to each shipment of Minerals to an Offtaker, the Vendors shall at all times be responsible for delivering each such shipment to each applicable Buyer in such quantity, quality, description and amounts and at such times and places required under and in accordance with each applicable Offtake Agreement. The Vendors shall promptly deliver to Silverstone once available copies of all documents, certificates and instruments pertaining to each shipment of Minerals, including, without limitation, all invoices, credit notes, bills of lading, certificates containing the Vendors' provisional shipped moisture content and provisional shipped assays and any documentation prepared or produced by the Buyer in respect of the Gold and Silver contained in each such shipment, including, without limitation, all analyses and assays.
- (b) All costs and expenses pertaining to the delivery of each shipment of Minerals to a Buyer shall be borne by the Vendors. The Vendors shall retain the services of a reputable, established and experienced transport company to transport and deliver each shipment of Minerals to each Buyer.
- (c) Title to the Payable Gold and Silver contained in each shipment of Minerals shall pass provided that Silverstone has received payment therefor, from the Vendors to Silverstone free and clear of all encumbrances (including encumbrances under the Facilities) at a

location to be mutually determined by Silverstone and Minto, and at the time immediately prior to the time when the title to Minerals shipped passes from the applicable Vendor to the applicable Buyer pursuant to and in accordance with the terms of the Offtake Agreement to which the applicable Buyer is a party ("Time of Delivery"). Silverstone agrees that it shall cause title to the Payable Gold and Silver contained in each such shipment of Minerals to which it had acquired title to pass to the applicable Buyer at such time as title to the shipment of the Minerals passes from the Vendors to such Buyer in accordance with the terms of the Offtake Agreement to which such Buyer is a party.

- (d) Risk of loss or damage to all Silver contained in each shipment of Minerals shall at all times remain with the Vendors until risk of loss or damage with respect to such shipment of Minerals passes to the applicable Buyer in accordance with the terms of the Offtake Agreement to which such Buyer is a party. For greater certainty, risk of loss or damage to all Gold and Silver contained in each shipment of Minerals shall never pass from the Vendors to Silverstone.
- (e) The sale or delivery of each shipment of Minerals to each Buyer shall be made subject to the withholding, collection or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied on such delivery by or on behalf of any governmental authority having power and jurisdiction to tax and for which the Vendors or Silverstone are obligated in law to withhold, collect or deduct and remit to such governmental authority. If required, the Vendors and Silverstone will file an election with the respective tax authority to enable the Vendors to collect and remit taxes, duties, assessments or government charges on behalf of Silverstone. For greater certainty, no such taxes, duties, assessments or governmental charges shall be borne by the Vendors. The Vendors shall notify Silverstone in writing of any amount so withheld or collected and remitted in respect of the Gold and Silver contained in each shipment of Minerals.
- (f) The parties confirm that if Silverstone purchases the Minerals outside of Canada, no GST is applicable pursuant to paragraph 142(2)(a) of the *Excise Tax Act*, or if Minerals are purchased inside Canada for export, and no use of such Minerals will be made in Canada, and thus the supply is zero-rated under section 1 of Part V of Schedule VI of the *Excise Tax Act*. If Silverstone purchases Minerals for further processing in Canada, GST at the current rate will be collected and remitted by the Vendors.
- (g) As long as Macquarie's security remains in effect under the Macquarie Facilities, Silverstone acknowledges that Macquarie will have a first-ranking fixed charge and security interest over all assets of Minto and Sherwood as security for credit facilities made available by Macquarie in its capacity as agent under the Macquarie Facilities (whether by way of indebtedness as borrowed monies, hedge transactions, letter of credit or similar credit support, or otherwise, and including credit facilities made available by Macquarie by itself and also as agent for or otherwise in conjunction with one or more lenders under the Macquarie Facilities).

9. Insurance

- (a) Insurance of each shipment of Minerals shall be covered by and shall be the responsibility of the Vendors up to and until the final time of loss or damage passes from the Vendors to the applicable Buyer in accordance with the terms of such Offtake Agreement. The Vendors shall acquire and maintain adequate insurance for and in respect of each shipment of Minerals in accordance with normal industry standards and practice during the Term and shall deliver proof of such insurance to Silverstone at the commencement of this Agreement and thereafter upon the written request of Silverstone.
- (b) In the event of a partial or total loss of a shipment of Minerals, the Vendors shall pay to Silverstone all of the insurance proceeds relating to Payable Gold and Silver received by the Vendors in connection with such loss.

10. Term

- (a) The term of this Agreement shall commence on the date hereof and, subject to Section 11, shall continue for the earlier of 99 years or the life of the Mine.

11. Events of Default

- (a) The Parties may terminate this Agreement in the following circumstances:
 - (i) at any time by the written mutual consent of the Parties; or
 - (ii) each Party shall have the right to terminate this Agreement prior to the end of the Term effective upon ten days prior written notice to the other Party if the other Party defaults in any material respect in the performance of any of its covenants or obligations contained in this Agreement and such default is not remedied to the reasonable satisfaction of the first Party within 30 days after written notice to the other Party, or is such default is not capable of rectification within 30 days, the other Party has not promptly commenced to rectify the default within such 30 day period, and thereafter proceeds diligently to rectify same.
- (b) Each Party's right of termination under Section 11 hereto is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of such right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 11 hereto, all obligations of the Parties under this Agreement will terminate, provided, however, that for greater certainty if this Agreement is terminated by a Party because of the breach of the Agreement by another Party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of any other Party's failure to comply with its obligations under this Agreement, the terminating Party's right to pursue all legal remedies will survive such termination unimpaired.
- (c) Notwithstanding the termination of this Agreement in accordance with the terms hereof, the Parties agree to fulfil and perform all of their respective covenants and obligations that arise prior to the date of termination.

12. Offtake Agreements

- (a) The Vendors shall notify Silverstone in writing of negotiations of any Offtake Agreements and shall permit Silverstone to participate in such negotiations, acting reasonably, to the extent any Offtake Agreement affects the rights of Silverstone hereunder. The Vendors shall cause each Offtake Agreement to contain provisions relating to the settlement of the Purchase Price and invoicing matters as contemplated in Section 4 of this Agreement in terms satisfactory to Silverstone, acting reasonably. The Vendors shall cause any Offtake Agreements to be on terms prevailing in the market at the time with respect to the payment for Gold and Silver contained in each shipment of Minerals. In the event that an Offtake Agreement does not contain provisions relating to the settlement of the Purchase Price and invoicing matters as contemplated in Section 4 of this Agreement, then with respect to invoicing and payment matters, the Vendors shall act as power of attorney and agent for Silverstone and shall remit any and all funds received from a Buyer that is for the account of Silverstone to Silverstone forthwith upon receipt of same, all to be structured in a manner satisfactory to Silverstone, acting reasonably.

13. Books; Records; Inspections

- (a) The Vendors shall keep true, complete and accurate books and records of all of its operations and activities with respect to the Mine, including the mining of Minerals therefrom and the mining and transportation of Minerals, prepared in accordance with GAAP, consistently applied. Subject to the confidentiality provisions of this Agreement, Silverstone and its authorized representatives shall be entitled to perform audits or other reviews and examinations of the Vendors books and records relevant to the production and delivery of Minerals containing Gold and Silver pursuant to this Agreement once per calendar year to confirm compliance with the terms of this Agreement. Silverstone shall diligently complete any audit or other examination permitted hereunder. The expenses of any audit or other examination permitted hereunder shall be paid by Silverstone, unless the results of such audit or other examination permitted hereunder disclose a shortfall of equal to or greater than five percent between the amount of Gold or Silver contained in the shipments of Minerals delivered to a Buyer and the amount of Payable Gold and Silver, in which event the reasonable costs of such audit or other examination shall be paid by the Vendors.

14. Conduct of Operations

- (a) Save as otherwise may be agreed between the Vendors and Silverstone, all decisions concerning methods, the extent, times, procedures and techniques of any (i) exploration, development and mining related to all deposits located within the Mine, including spending on capital expenditures, (ii) leaching, milling, processing or extraction or refining treatment and (iii) materials to be introduced on or to the Mine, shall be made by the applicable Vendor(s) in their sole discretion. Notwithstanding the foregoing, the Vendors shall carry out and perform, or cause to be carried out and performed, all mining operations and activities pertaining to or in respect of the Mine, in a commercially prudent manner and in accordance with all applicable laws, all applicable licences,

permits and other authorizations and good mining, processing, engineering and environmental practices prevailing in the mining industry.

- (b) The Vendors shall at all times do and cause to be done all things necessary to maintain the Mine claims in good standing, including paying all taxes owing in respect thereof and to maintain its corporate existence.
- (c) The Vendors shall deliver to Silverstone annually on or before the anniversary date of this Agreement on a strictly confidential basis, an update of its exploration activities and results on the Mine.
- (d) The Vendors shall deliver to Silverstone, within 30 days of completion, any up to date estimates of the reserves and resources of Gold and Silver on the Mine, together with any revised and up to date estimates of the “life of mine” of any Gold and Silver production mine located on, in or under the Mine prepared during the Term.
- (e) At any time during the Term, the Vendors may request Silverstone to provide, at the Vendors expense, technical assistance to the Vendors in connection with the Mine. The Parties agree to negotiate in good faith the terms of an agreement relating to such technical assistance to be provided by Silverstone.

15. Confidentiality

- (a) Subject to Section 15(b) below, neither the Vendors nor Silverstone shall, without the express written consent of the other (which consent shall not be unreasonably withheld), disclose any non-public information in respect of the terms of this Agreement or otherwise received under or in conjunction with this Agreement, other than to their respective employees, agents, bankers, legal, tax, accounting and financial advisors and/or consultants for purposes related to the negotiation and administration of this Agreement, and no Party hereto shall issue any press releases concerning the terms of this Agreement without the consent of the other Parties hereto after the others having first been given the opportunity to review the terms of such press release. Each Party to this Agreement agrees to reveal such information only to its employees, agents, bankers, legal, tax, accounting and financial advisors and/or consultants who need to know, who are informed of the confidential nature of the information and who agree to be bound by the terms of this Section 15. In addition, no Party to this Agreement shall use any such information for its own use or benefit except for the purpose of enforcing its rights under this Agreement.
- (b) Notwithstanding the foregoing, each Party to this Agreement may disclose information obtained under this Agreement to allow a current or potential bona fide provider of finance to conduct due diligence or if required to do so for compliance with applicable laws, rules, regulations or orders of any governmental authority or stock exchange having jurisdiction over such Party, provided, in the case of the latter, that the other Parties to this Agreement shall be given the right to review and object to the release or dissemination of the data or information proposed to be disclosed prior to any public release subject to any reasonable changes proposed by such other Parties. The Parties

acknowledge and agree that Sherwood and Silverstone may file a copy of this Agreement on the SEDAR website, with such details omitted in accordance with applicable securities laws and regulations as Sherwood and Silverstone may agree upon.

16. Dispute Resolution

- (a) Any dispute arising under or in connection with this Agreement which has not been resolved by the Parties within twenty days after the date on which a Party delivers written notice to the other Parties of such dispute, which notice shall specify in reasonable detail the matter or matters in dispute, shall be referred to arbitration under the International Commercial Arbitration Rules of Procedure (the “Arbitration Rules”) of the British Columbia International Commercial Arbitration Centre (the “Arbitration Centre”) then in effect. The appointing authority shall be the Arbitration Centre. The case shall be administered by the Arbitration Centre in accordance with the Arbitration Rules before a single arbitrator (the “Arbitrator”). The place of arbitration shall be Vancouver, British Columbia. Any Party shall have the right to appeal to the Supreme Court of British Columbia on any question of law arising out of the Arbitrator’s award. The Arbitrator must have appropriate experience in dealing with mineral exploration and development matters. In the event that the Arbitrator makes a determination regarding the costs incurred by a Party and the principles for such determination are provided to the Parties in a written decision of the Arbitrator, similar principles shall be applicable to any subsequent determination of costs. In order to facilitate any such appeal by a Party, all other Parties shall grant the consents to such appeal contemplated by paragraph 31(1)(a) of the *Commercial Arbitration Act*, R.S.B.C. 1996, c. 55.

17. Representations and Warranties

- (a) Each Party to this Agreement, acknowledging that the other Parties to this Agreement are entering into this Agreement in reliance thereon, hereby represents and warrants to the other Parties as follows:
 - (i) it is a corporation duly and validly existing under the laws of its governing jurisdiction and is up to date in respect of all filings required by law or by any governmental authority;
 - (ii) it has the requisite corporate power and capacity to enter into this Agreement and to perform its obligations hereunder;
 - (iii) this Agreement has been duly and validly executed and delivered by such Party and constitutes a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms;
 - (iv) this Agreement and the exercise of its rights and performance of its obligations hereunder do not and will not (1) conflict with any agreement, mortgage, bond or other instrument to which it is a party or which is binding on its assets, (2) conflict with its constating or constitutive documents, or (3) conflict with or violate any applicable law;

- (v) no regulatory or third party consents or approvals which have not been obtained prior to the execution of this Agreement are required to be obtained by it in connection with the execution and delivery or the performance by it of this Agreement or the transactions contemplated hereby; and
 - (vi) it has not made an assignment for the benefit of creditors or is the voluntary or involuntary subject of any proceedings under any bankruptcy or insolvency law, no receiver or receiver/manager has been appointed for all or any substantial part of its properties or business and its corporate existence has not been terminated by voluntary or involuntary dissolution or winding up (other than by way of amalgamation or reorganization) and it is not now aware of any circumstance which, with notice or the passage of time, or both, would give rise to any of the foregoing.
- (b) The Vendors, acknowledging that Silverstone is entering into this Agreement in reliance thereon, represent and warrant to Silverstone as follows:
- (i) no Person has any agreement, option, right of first refusal or right, title or interest or right capable of becoming an agreement, option, right of first refusal or right, title or interest, in or to the Mine or any of the Minerals in the form of Gold and Silver therein, thereon or thereunder or derived therefrom other than as set forth in the Existing Offtake Agreement and the Selkirk First Nation NSR;
 - (ii) no Person has any agreement, option, right of first refusal or right, title or interest or right capable of becoming an agreement, option, right of first refusal or right, title or interest, in or to the Kutcho project in northern British Columbia (the “Kutcho Project”) or any of the Minerals in the form of Gold and Silver therein, thereon or thereunder or derived therefrom other than as set forth in:
 - (A) the acquisition agreement between Sumac and Western Keltic Mines Inc. (now Kutcho) dated August 29, 2003 pursuant to which, among other things, Sumac retains a net smelter returns royalty as described therein in respect of production from certain claims comprising the Kutcho Project;
 - (B) the acquisition agreement among Barrick, AMI and Western Keltic Mines Inc. (now Kutcho) dated December 17, 2003 (the “Barrick/AMI Agreement”) pursuant to which, among other things, Barrick and AMI retain a net smelter returns royalty as described therein in respect of production from certain claims comprising the Kutcho Project; and
 - (C) the Royalty Deed and Assignment dated October 1, 2008 between Barrick and RGLD pursuant to which Barrick agreed to assign to RGLD its interest in the Barrick/AMI Agreement;
 - (iii) they have all necessary corporate power to own the Mine and the exploration concessions appertaining thereto and is in compliance with all applicable laws and

licences, registrations, permits, consents and qualifications to which the Mine is subject;

- (iv) Minto is the registered owner of the claims comprising the Mine;
- (v) as of the date of this Agreement, all of the Payable Gold and Silver from the Mine is unhedged;
- (vi) they have sufficient right, title or interest in and to the Mine in order for it to perform its obligations, enter and complete the transactions contemplated in this Agreement; and
- (vii) they will deliver to Silverstone at the Time of Delivery, an undivided 100% legal and beneficial good, valid, marketable and exclusive ownership title in and to, and actual and exclusive possession of, the Payable Gold and Silver free and clear of all encumbrances and right, title or interest of any Person.

18. Right of Refusal

Should Kutcho determine to sell any or all Silver and/or Gold streams from its Kutcho project in northern British Columbia, Silverstone shall have the right of first refusal (exercisable within 15 days of notice of another offer being given by Kutcho to Silverstone, such notice to be given immediately upon determination by Kutcho to proceed with such offer) to purchase any Silver and/or Gold streams from the Kutcho project on terms and conditions to be agreed by mutual consent.

19. Gold Gravity Circuit

Minto may in the future decide to install a Gold gravity circuit to enhance Gold recovery at the Mine. The terms and conditions of any such investment will be negotiated in good faith at such a time when Minto decides to install the circuit. The base percentage of Gold recovery prior to installing this circuit is deemed to be 80%.

20. Indemnity of Silverstone

- (a) Silverstone shall indemnify and save the Vendors and each of their respective directors, officers, employees and agents harmless from and against any and all actual losses (other than losses of profits or opportunities), liabilities, damages (other than consequential or incidental damages), injuries, costs or expenses (including legal costs or expenses) suffered or incurred by the Vendors that arise out of or relate to any failure of Silverstone to timely and fully perform or cause to be performed all of the terms, covenants, conditions and provisions to be observed or performed by Silverstone pursuant to this Agreement.
- (b) Subject to the provisions of Section 23(1) of this Agreement, Silverstone shall not transfer or assign all or any part of its obligations set forth in this Section 20 without the prior written consent of the Vendors (such consent not to be unreasonably withheld).

21. Guarantee and Indemnity of Sherwood and Minto

- (a) Each of Sherwood and Minto hereby absolutely, unconditionally and irrevocably guarantees the prompt and complete performance of all the terms, covenants, conditions and provisions to be performed by the Vendors pursuant to this Agreement and shall perform such terms, covenants, conditions and provisions upon the default or non-performance thereof by the Vendors.
- (b) Each of Sherwood and Minto shall indemnify and save Silverstone and its directors, officers, employees and agents harmless from and against any and all actual losses (other than losses of profits or opportunities), liabilities, damages (other than consequential or incidental damages), injuries, costs or expenses (including legal costs or expenses) suffered or incurred by Silverstone that arise out of or relate to any failure of the Vendors to timely and fully perform or cause to be performed all of the terms, covenants, conditions and provisions to be observed or performed by the Vendors pursuant to this Agreement.
- (c) Subject to the provisions of Section 23(k) of this Agreement, the Vendors shall not transfer or assign any part of its obligations set forth in this Section 21 without the prior written consent of Silverstone (such consent not to be unreasonably withheld).

22. Force Majeure

- (a) None of the Parties will be liable for a breach of its respective obligations under this Agreement because of an event out of its control, such as acts of God or force majeure, including but not limited to fire, storm, flood, explosion, war, disturbance, strike, legal or illegal stoppages, difficulty accessing the Mine because the surface owners refused or third parties that claim rights to the surface area, or any other situation for which the Party that has the right to the benefit of this Section 22 is not responsible for the impossibility of continuing as agreed in this Agreement. For greater certainty and without limitation, an event of force majeure under the Offtake Agreements, shall to the extent applicable, constitute an event of force majeure under this Agreement.
- (b) All terms set forth in this Agreement will be extended for a period equal to the delay caused by act of God or force majeure under the terms of Subsection 22(a) above.
- (c) The Party in the position described in Subsection 22(a) of this Agreement will take all reasonable measures necessary to eliminate the negative effects of any event caused by an act of God or force majeure, and if possible, comply with its obligations appropriately. Notwithstanding the above, nothing herein implies that that Party must resolve a labour dispute hurriedly or that the Party is forced to challenge the validity of any rule, law, regulation or order from any government authority in order to comply with its obligations within the term established.

23. General Provisions

- (a) Each Party shall execute all such further instruments and documents and do all such further actions as may be necessary to effectuate the documents and transactions

contemplated in this Agreement, in each case at the cost and expense of the Party requesting such further instrument, document or action, unless expressly indicated otherwise.

- (b) Nothing herein shall be construed to create, expressly or by implication, a joint venture, mining partnership, commercial partnership, or other partnership relationship between the Vendors and Silverstone.
- (c) This Agreement shall be governed by and construed under the laws of the Province of British Columbia and the federal laws of Canada applicable therein and each Party irrevocably attorns to the non-exclusive jurisdiction of the Courts of British Columbia.
- (d) Time is of the essence in this Agreement.
- (e) If any provision of this Agreement is wholly or partially invalid, this Agreement shall be interpreted as if the invalid provision had not been a part hereof so that the invalidity shall not affect the validity of the remainder of the Agreement which shall be construed as if the Agreement had been executed without the invalid portion. It is hereby declared to be the intention of the Parties that this Agreement would have been executed without reference to any portion, which may, for any reason, hereafter be declared or held invalid.
- (f) Any notice or other communication (in each case, a “Notice”) required or permitted to be given hereunder shall be in writing and shall be delivered by hand or transmitted by facsimile transmission addressed to:

If to Silverstone Resource Corp., to:

Silverstone Resources Corp.
Suite 1980, 1055 West Hastings Street
Vancouver, B.C.
Canada V6E 2E9

Attention: Darren Pylot
Fax Number: (604) 688-2180

If to Sherwood Copper Corp., to:

Suite 860, 625 Howe Street
Vancouver, B.C.
Canada V6C 2T6

Attention: Stephen Quin
Fax Number: (604) 689-5041

If to Minto Explorations Ltd., to:

Suite 860, 625 Howe Street
Vancouver, B.C.

Canada V6C 2T6

Attention: Stephen Quin
Fax Number: (604) 689-5041

If to Kutcho Copper Corp., to:

Suite 860, 625 Howe Street
Vancouver, B.C.
Canada V6C 2T6

Attention: Stephen Quin
Fax Number: (604) 689-5041

Any notice given in accordance with this Section 23, if transmitted by facsimile transmission, shall be deemed to have been received on the day of transmission (or on the next Business Day following transmission if the transmission is not effected prior to 3:00 p.m. (Vancouver time)) or, if delivered by hand, shall be deemed to have been received when delivered.

- (g) The schedule that is attached to this Agreement is incorporated into this Agreement by reference and is deemed to form part hereof.
- (h) This Agreement may not be changed, amended or modified in any manner, except pursuant to an instrument in writing signed on behalf of each of the Parties to this Agreement. The failure by any Party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision unless such waiver is acknowledged in writing, nor shall such failure affect the validity of this Agreement or any part thereof or the right of any Party hereto to enforce each and every provision. No waiver or breach of this Agreement shall be held to be a waiver of any other or subsequent breach.
- (i) This Agreement may be executed in one or more counterparts, and by the Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be effective as delivery of a manually executed counterpart of this Agreement.
- (j) This Agreement shall endure to the benefit of and shall be binding on and enforceable by the Parties and their respective heirs, executors, legal personal representatives, successors and permitted assigns.
- (k) During the Term, except as provided herein, none of the Vendors may assign, sell, transfer, mortgage, charge, grant a right, title or interest in whole or in part; (i) in the Mine or any Minerals in the form of Gold and Silver, in, under or derived from the Mine or any of the mining operations conducted or carried on by or for it or in respect of the Mine; or (ii) in its rights and obligations under this Agreement, unless the following conditions are satisfied and upon such conditions being satisfied in respect of such

assignment, sale or transfer, the Vendors shall be released from their obligations under this Agreement in respect of the Mine or Minerals in the form of Gold and Silver:

- (i) the Vendors provide Silverstone with at least 10 days prior written notice of its intent to assign, transfer, mortgage, charge, grant a right, title or interest to, or otherwise encumber, in whole or in part, (1) the Mine or any Minerals in the form of Gold and Silver in, on, under or derived from the Mine or any of the mining operations conducted or carried on by or for it on or in respect of the Mine, or (2) its rights and obligations under this Agreement;
- (ii) any purchaser, transferee or assignee shall reasonably have the financial, operational and technical capability to observe and perform the covenants, agreements and obligations of the Vendors under this Agreement;
- (iii) any purchaser, transferee or assignee agrees in writing in favour of Silverstone to be bound by the terms of this Agreement including without limitation, this Section 23; and
- (iv) any mortgagee, chargeholder or encumbrancer agrees in writing in favour of Silverstone to be bound by and subject to the terms of this Agreement in the event it takes possession of or forecloses on all or part of the Mine or any ores or Minerals in the form of Gold and Silver derived from the Mine or any of the mining operations carried on by the Vendors on or in respect of the Mine and undertakes to obtain an agreement in writing in favour of Silverstone from any subsequent purchaser or transferee of such mortgagee, chargeholder or encumbrancer that such subsequent mortgagee, chargeholder or encumbrancer will be bound by the terms of this Agreement including without limitation, this Section 23.

In the event that Silverstone disputes in good faith that a purchaser, transferee or assignee reasonably has the financial, operational and technical capability to observe and perform the covenants, agreements and obligations of the Vendors under this Agreement, then the Vendors shall not complete any sale, transfer or assignment unless and until such dispute has been finally settled or resolved in its favour in accordance with Section 16(a) of this Agreement.

Subject to the Lenders' (as hereinafter defined) compliance with Section 23(k)(iv) of this Agreement, Silverstone acknowledges and consents to the existing grants to the providers of the Facilities (in the current or in a renegotiated form) or any future grant by the Vendors to a lender or syndicate of lenders (the "Lenders") of a security interest in all right, title, benefit and interest of the Vendors in the Mine and/or the Kutcho Project for the purpose of obtaining financing. Silverstone shall not commit any act to interfere with the rights of a lender or lenders under any security agreement under which such security interests may be enforced or assigned by such Lenders.

- (l) During the Term, Silverstone may not assign, sell, transfer, mortgage, charge, grant a right, title or interest in whole or in part; in its rights and obligations under this

Agreement, unless the following conditions are satisfied and upon such conditions being satisfied in respect of such assignment, sale or transfer, Silverstone shall be released from their obligations under this Agreement in respect of purchasing the Payable Gold and Silver:

- (i) Silverstone provides the Vendors with at least 10 days prior written notice of their intent to assign, transfer, mortgage, charge, grant a right, title or interest to, their rights and obligations under this Agreement;
- (ii) any purchaser, transferee or assignee shall have the financial, operational and technical capability to observe and perform the covenants, agreements and obligations of Silverstone under this Agreement;
- (iii) any purchaser, transferee or assignee agrees in writing in favour of the Vendors to be bound by the terms of this Agreement including without limitation, this Section 23; and
- (iv) any mortgagee, chargeholder or encumbrancer agrees in writing in favour of the Vendors to be bound by and subject to the terms of this Agreement, including without limitation, this Section 23.

In the event that the Vendors dispute in good faith that a purchaser, transferee or assignee has the financial, operational and technical capability to observe and perform the covenants, agreements and obligations of Silverstone under this Agreement, then Silverstone shall not complete any sale, transfer or assignment unless and until such dispute has been finally settled or resolved in its favour in accordance with Section 16(a) of this Agreement.

Notwithstanding anything else in this Agreement, the Vendors acknowledge and consent to the grant by Silverstone to a lender or syndicate of lenders of a security interest in all right, title, benefit and interest of Silverstone under or in connection with this Agreement (collectively, the “Silverstone Contract Rights”) pursuant to a security agreement and any enforcement of such rights pursuant to the terms thereof, including, without limitation, any subsequent assignment of the Silverstone Contract Rights by the lenders to any other party in the cause of exercising its rights thereunder. The Vendors shall not commit any act to interfere with the rights of a lender or lenders under any security agreement under which the Silverstone Contract Rights are assigned by way of security.

- (m) The Parties have expressly required that this Agreement and all notices relating hereto be drafted in English.
- (n) This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, among the Parties.

IN WITNESS WHEREOF the Parties hereto have executed this Precious Metals Purchase Agreement as of the day and year first above written.

SILVERSTONE RESOURCES CORP.

Per:

"Signed"

Authorized Signatory

SHERWOOD COPPER CORPORATION.

Per:

"Signed"

Authorized Signatory

MINTO EXPLORATIONS LTD.

Per:

"Signed"

Authorized Signatory

KUTCHO COPPER CORP.

Per:

"Signed"

Authorized Signatory

SCHEDULE A

Claims Comprising Minto Mine

GrantNumber	Claim Name and Number	District
Y 61693 – Y 61701	DEF 1 – 9	Whitehorse
Y 61702	DEF 10	Whitehorse
Y 61703	DEF 11	Whitehorse
Y 61704	DEF 12	Whitehorse
Y 61705 – Y 61710	DEF 13 – 18	Whitehorse
Y 61711 – Y 61722	DEF 19 – 30	Whitehorse
Y 61723 – Y 61724	DEF 31 – 32	Whitehorse
Y 61978 – Y 61979	DEF 33 – 34	Whitehorse
Y 61980 – Y 61981	DEF 35 – 36	Whitehorse
Y 61982 – Y 61983	DEF 37 – 38	Whitehorse
Y 61984 – Y 62023	DEF 39 – 78	Whitehorse
Y 66779 – Y 66784	DEF 79 – 84	Whitehorse
Y 76954 – Y 76956	DEF 85 – 87	Whitehorse
Y 76953	DEF 1379	Whitehorse
Y 61620 – Y 61635	MINTO 1 – 16	Whitehorse
Y 61904 – Y 61905	MINTO 17 – 18	Whitehorse
Y 61906 – Y 61907	MINTO 19 – 20	Whitehorse
Y 61914 – Y 61919	MINTO 23 – 28	Whitehorse
Y 61932 – Y 61933	MINTO 29 – 30	Whitehorse
Y 61920	MINTO 31	Whitehorse
Y 61921	MINTO 32	Whitehorse
Y 61922	MINTO 33	Whitehorse
Y 61923	MINTO 34	Whitehorse
Y 61908 – Y 61909	MINTO 35 – 36	Whitehorse
Y 61910 – Y 61911	MINTO 37 – 38	Whitehorse
Y 61926 – Y 61929	MINTO 41 – 44	Whitehorse
Y 61930 – Y 61931	MINTO 45 – 46	Whitehorse
Y 61934 – Y 61939	MINTO 47 – 52	Whitehorse
Y 62296 – Y 62299	MINTO 65 – 68	Whitehorse
Y 62300	MINTO 69	Whitehorse
Y 62301 – Y 62302	MINTO 70 – 71	Whitehorse
Y 62303 – Y 62304	MINTO 72 – 73	Whitehorse
Y 62305 – Y 62319	MINTO 75 – 89	Whitehorse
Y 77310 – Y 77311	MINTO 94 -95	Whitehorse
Y 78024 – Y 78025	MINTO 96 – 97	Whitehorse