

TERMINATION AGREEMENT

Among Allante Resources Ltd. (formerly Precision Enterprises Inc., "**ARL**"), Allante Resources Inc. ("**ARI**") and the shareholders of ARI, dated September 30, 2014.

WHEREAS:

- A. ARL, ARI and the Allante Shareholders entered into a share exchange agreement dated November 18, 2013 as amended (the "**Share Exchange Agreement**"), pursuant to which, among other things, ARL agreed to acquire all of the outstanding common shares of ARI ("**ARI Shares**") in exchange for common shares of ARL ("**ARL Shares**");
- B. capitalized terms used and not defined herein shall have the meaning ascribed to them in the Share Exchange Agreement;
- C. ARL and ARI acknowledge that, per sections 11.1(a) and 11.1(c) of the Share Exchange Agreement, (i) due to the inability to complete the Financing it has become apparent that the TSXV will not approve the transactions contemplated by the Share Exchange Agreement, and (ii) the Closing will not occur before the Drop Dead Date; and
- D. accordingly, the parties wish to revoke and terminate the Share Exchange Agreement.

NOW THEREFORE in consideration of the premises and covenants contained in this Termination Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party), the parties agree as follows:

- 1. The Share Exchange Agreement and any and all rights, duties or obligations thereunder or in connection therewith are hereby terminated and shall be of no further force and effect, effective the date of this Termination Agreement. The parties shall have no further obligations or any liability whatsoever to each other with respect to the Share Exchange Agreement, and each party releases the other party from any demands, damages, claims, actions or other proceedings arising out of or relating to the Share Exchange Agreement.
- 2. Nothing herein shall relieve ARI from its obligations under the loan agreements between ARI (as borrower) and ARL (as lender) dated March 19, 2014 and May 13, 2014 pursuant to which ARL loaned to ARI an aggregate principal amount of \$75,000.
- 3. The parties agree to execute and deliver all such further documents and instruments and to do all such acts and things as may be reasonably required in order that the full intent and meaning of this Termination Agreement is carried out.
- 4. This Termination Agreement shall be subject to, governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- 5. This Termination Agreement may be executed by facsimile or electronically and in counterpart, and each copy so signed shall be deemed to be an original, and both such counterparts together shall constitute one and the same instrument.
- 6. This Termination Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, permitted assigns and representatives.

7. ARI is entering into this Termination Agreement on its own behalf and on behalf of the Allante Shareholders, pursuant to the terms of the Share Exchange Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Termination Agreement as of the date first above written.

ALLANTE RESOURCES LTD.

Per: SIGNED: "Joe DeVries"

Name: Joe DeVries

Title: CEO and President

ALLANTE RESOURCES INC.

Per: SIGNED: "James Megann"

Name: James Megann

Title: President