Purchase Agreement
Golden Zone Project

This Purchase Agreement Golden Zone Project ("Agreement") is made and entered into by and among Chulitna Mining Company LLC, an Alaska limited liability company ("CMC"), and Mines Trust Co., an Alaska corporation also known as Mines Trust Company and Mines Trust Company Inc. ("MTC" and with CMC collectively "Owner"), Avidian Gold Inc., an Ontario corporation ("AVD"), and Avidian Gold Alaska Inc., an Alaska corporation ("AGA" and with AVD collectively "Avidian").

Recitals

A. MTC is the lessee under State of Alaska Uplands Mineral Lease ADL 580985 and the State of Alaska Mill Site Lease ADL 547111 (collectively the "State Leases").

B. MTC, Hidefield Gold Limited, a British Columbia corporation ("HGL Canada"), Hidefield Gold (Alaska) Inc., an Alaska corporation ("HGL Alaska" and, when the context requires, with HGL Canada collectively "HGL"), Alix Resources Corp., a British Columbia corporation ("AIX Canada"), and Alix (Alaska) Inc., an Alaska corporation ("AIX Alaska" and, when the context requires, with AIX Canada collectively "AIX"), are parties to the Option Agreement Golden Zone dated September 29, 2010 (the "GZ Agreement"), pursuant to which HGL and MTC granted to AIX the right to acquire and earn an interest in the Property, as defined below.

C. AIX and CMC are parties to the Agreement dated January 7, 2014 (the "AIX Agreement") pursuant to which AIX transferred to CMC all of the right, title and interest of AIX in the GZ Agreement and the Property. Pursuant to the AIX Agreement, CMC was indebted to AIX in the sum of Two Hundred Thousand Dollars CDN ($200,000.00CDN)

D. As the assignee of AIX of the GZ Agreement, CMC acquired an undivided fifty-one percent (51%) interest in the GZ Agreement and the Property. The respective interests of CMC, HGL, and MTC in the joint venture formed pursuant to the GZ Agreement (the "Joint Venture") are:

CMC	51%
HGL	29.4%
MTC	19.6%

E. Owner and AVD are parties to the Firm Agreement dated April 28, 2016 (the "Firm Agreement") pursuant to which Owner agreed to sell to AVD and AVD agreed to acquire all of the right, title, and interest of CMC in the GZ Agreement, the Joint Venture, and the Property. AVD incorporated AGA as a wholly-owned subsidiary to acquire and hold the rights of AVD in the GZ Agreement, the Joint Venture, and the Property.

F. AIX, CMC, and AVD entered the Debt Settlement Agreement dated June 6, 2016 (the "Debt Agreement") pursuant to which AVD paid and satisfied the indebtedness of CMC to AIX (the "Debt").

G. AGA is the owner of the Mining Claims, as defined below, which are in the Area of Interest, as defined below.

H. The Firm Agreement provides that Owner and AVD will negotiate and execute a definitive agreement. The parties have executed and delivered this Agreement as the definitive agreement contemplated under the Firm Agreement.

Now, therefore, in consideration of their mutual promises, the parties agree as follows:

1. **Definitions.** The following defined terms, wherever used in this Agreement, shall have the meanings described below:

1.1 "AGA" means Avidian Gold Alaska Inc., an Alaska corporation, and its successors and assigns.

1.2 "AIX" means collectively AIX Canada and AIX Alaska, and their successors and assigns.

1.3 "AIX Alaska" means Alix (Alaska) Inc., an Alaska corporation, and its successors and assigns.

1.4 "AIX Canada" means Alix Resources Corp., a British Columbia corporation, and its successors and assigns.

1.5 "Area of Interest" means the lands identified in Exhibit A attached to and by this reference incorporated in this Agreement.

1.6 "AVD" means Avidian Gold Inc., an Ontario corporation, and its successors and assigns.

1.7 "Avidian" means Avidian Gold Inc., an Ontario corporation, and its successors and assigns.

1.8 "Closing" means the exchange of executed instruments and other deliverable items in accordance with Section 6 and the closing of the transfer of title to the Property from Owner to AGA.

1.9 "Closing Date" means the date on which AGA's purchase of the Property is closed in accordance with Section 6.

1.10 "CMC" means Chulitna Mining Company LLC, an Alaska limited liability company, and its successors and assigns.

1.11 "Data" means all of the data and records concerning the Area of Interest held, owned, possessed by Owner, including all geological, geochemical and geophysical maps, reports, surveys and tests, all drill hole maps, drill logs, drill core, drill cuttings, chip trays, and other samples taken from within the Area of Interest, all engineering and metallurgical reports, studies and tests, all sample and assay logs, maps, reports and tests, and all other reports, studies, surveys and tests concerning the Area of Interest.

1.12 "Debt Agreement" means the Debt Settlement Agreement dated June 6, 2016 among AIX, CMC, and AVD.

1.13 "Deed" means the Deed and Assignment to be delivered by Owner on the Closing in accordance with Section 6.3.

1.14 "Effective Date" means November 21, 2016.

1.15 "Governmental Regulations" means all directives, laws, orders, ordinances, regulations and statutes of any federal, state or local agency, court or office.

1.16 "GZ Agreement" means the Option Agreement Golden Zone dated September 29, 2010, among HGL, MTC, and AIX.

1.17 "HGL" means collectively HGL Canada and HGL Alaska, and their successors and assigns.

1.18 "HGL Canada" means Hidefield Gold Limited, a British Columbia corporation, and its successors and assigns.

1.19 "HGL Alaska" means Hidefield Gold (Alaska) Inc., an Alaska corporation, and its successors and assigns.

1.20 "Joint Venture" means the joint venture among CMC, HGL, and MTC formed pursuant to the GZ Agreement.

1.21 "Minerals" means all minerals and mineral materials which can be extracted, produced and sold from the State Leases in accordance with Governmental Regulations and the terms of the State Leases, including gold, silver, platinum and platinum group metals, base metals (including antimony, chromium, cobalt, copper, lead, manganese, mercury, nickel, molybdenum, titanium, tungsten, zinc), boron, lithium, and other metals and mineral materials which are contemplated to be on, in or under, or which after the Effective Date are discovered on, in or under, the State Leases, the Mining Claims, and lands in the Area of Interest in which AGA acquires an interest.

1.22 "Mining Claims" means the State of Alaska mining claims owned by AGA described as the GZ 001 to GZ 065 mining claims, ADL Nos. 721928 to 721992, posted June 5, 2016, and, where the context requires, the State of Alaska mining claims in the Area of Interest acquired or located by the parties after the Effective Date which become subject to this Agreement.

1.23 "MTC" means Mines Trust Co., an Alaska corporation, and its successors and assigns. The parties acknowledge that MTC has been referred to in agreements and instruments as "Mines Trust Co,", "Mines Trust Company," "Mines Trust Company, Inc.," and "Mines Trust, Inc.," and that such references are intended to identify MTC.

1.24 "Net Smelter Returns" means the net smelter returns realized from the production of minerals from the Area of Interest as calculated and paid in accordance with Exhibit B of the Deed.

1.25 "Owner" means collectively CMC and MTC and their successors and assigns.

1.26 "Personal Property" means the Data, equipment and facilities of the Joint Venture acquired, constructed, and maintained for the exploration for and development of Minerals in the Area of Interest, including the equipment and facilities described in Exhibit B attached to and by this reference incorporated in this Agreement.

1.27 "Property" means the State Leases and, when the context requires, collectively the State Leases, the GZ Agreement, the Joint Venture, the Mining Claims, and the Personal Property and all of the right, title, and interest of Owner in the State Leases, the GZ Agreement, the Joint Venture, the Mining Claims, and the Personal Property.

1.28 "Purchase Price" means the purchase price for the Property which shall be the sum of the cash payments and Share payments described in Section 5.3.

1.29 "Royalty" means the mineral production royalties payable to CMC and MTC in accordance with Section 5.5.

1.30 "Royalty Option" means the option and right of AGA to purchase a portion of the Royalty payable to CMC and MTC, respectively, as provided in Section 5.

1.31 "Shares" means duly authorized and issued common shares of AVD.

1.32 "State Leases" means collectively the State of Alaska Uplands Mineral Lease ADL 580985 and the State of Alaska Mill Site Lease ADL 547111 and all amendments, extensions, renewals or replacements of them.

2. AGA Due Diligence. Avidian acknowledges that Avidian has completed its due diligence as contemplated under the Firm Agreement.

3. Purchase and Sale. Owner agrees to assign, convey, sell, and transfer to AGA (a) the State Leases; (b) the Data; and (c) the other Personal Property on the terms and conditions of this Agreement.

3.1 Assignment and Assumption. On the Closing and Owner's assignment of the State Leases, AGA agrees to assume and perform the obligations of the lessee under the State Leases which accrue after the Closing.

3.2 Personal Property. On the Closing, AGA shall take possession of and shall have the exclusive right of use of the Personal Property. AGA shall have no obligation to repair, replace, or compensate Owner for AGA's use of the equipment and facilities included in the Personal Property or the breakdown or failure of such Personal Property. AGA acknowledges that the assignment, conveyance, sale, and transfer of the equipment and facilities included in the Personal Property is "as is" and without any representation or warranty of Owner concerning the quality of such Personal Property or its fitness for any particular purpose. If following the Closing, AGA surrenders the Property in accordance with Section 19 and the provisions of the Deed, AGA shall return possession of the equipment and facilities included in the Personal Property to Owner at the site on the Property where such Personal Property is located on the Effective Date. Owner acknowledges that AGA shall return such Personal Property "as is" and without any representation or warranty of AGA concerning the quality of such Personal Property or its fitness for any particular purpose, and AGA shall have no obligation to compensate Owner for AGA's use of the equipment and facilities included in the Personal Property or for any loss, wear and tear of such Personal Property.

4. **Term**. The term of this Agreement shall commence on the Effective Date and shall expire on Closing, except such obligations and rights of the parties which by the terms of this Agreement and the Deed which survive the Closing.

5. **Payments.** AGA shall pay to Owner the payments provided in this Section.

5.1 **Acknowledgement of Payment.** The parties acknowledge that pursuant to the Firm Agreement and this Agreement, AVD has paid the following payments: (a) on May 2, 2016, to CMC the sum of $25,000; (b) on August 9, 2016, to CMC the sum of $15,000; (c) on August 26, 2016, to CMC the sum of $135,000; (d) on August 9, 2016, to MTC the sum of $5,000; and (e) on August 26, 2016 to MTC the sum of $20,000. The foregoing payments are nonrefundable notwithstanding AGA's termination of this Agreement.

5.2 **Cash Payments.** On the dates described below AGA shall pay to Owner the sums described below:

	CMC	**MTC**
Acknowledged prior payments as of August 26, 2016	$150,000	$25,000
January 15, 2017	$50,000	
January 15, 2018	$50,000	
January 15, 2019	$100,000	
January 15, 2020	$100,000	
January 15, 2021	$100,000	
January 15, 2022	$150,000	
January 15, 2023	$150,000	
Total:	**$850,000**	**$25,000**

AGA's obligation to pay cash payments to CMC shall terminate on the earlier of: (a) AGA's commencement of the production of Minerals from the Property and the production of 10,000 troy ounces of gold during any consecutive period of twelve (12) months; (b) AGA's election to surrender the Property pursuant to Section 19; or (c) after AGA's payment to CMC of all of the cash payments and Share payments payable in accordance with Sections 5.1 and 5.2. One-half (1/2) of the cash payments payable to CMC on January 15, 2019, through January 15, 2023, shall be minimum advance Royalty payments cumulatively credited in AGA's favor against AGA's obligation to pay the Royalty to CMC.

5.3 Share Payments. On dates described below, AVD shall deliver to Owner Shares having the values described below:

	CMC	**MTC**
Receipt acknowledged September 26, 2016	$150,000	$100,000
January 15, 2017	$50,000	$25,000
January 15, 2018	$50,000	$25,000
January 15, 2019	$100,000	$25,000
January 15, 2020	$100,000	$25,000
January 15, 2021	$100,000	$25,000
January 15, 2022	$150,000	$25,000
January 15, 2023	$150,000	$25,000
Total:	**$850,000**	**$275,000**

The Shares shall be valued at $0.10CDN per Share if the Shares are not listed for trading on a public stock exchange. If the AVD Shares are listed for trading on a public stock exchange, the number of Shares to be issued shall have the equivalent value of the Shares at a Share price based on the twenty-day volume weighed average price for twenty (20) trading days before the Share payment due date. AGA's obligation to deliver the Share Payments shall terminate on AGA's delivery of all of the Shares or AGA's surrender of the Property pursuant to Section 19, which shall first occur.

5.4 Shares. If under applicable securities laws and regulations or the rules of any exchange or trading association on which the Shares are listed for trading or are traded, AVD or the surviving entity (if not AVD) may not lawfully deliver the Shares or the shares of the surviving entity (including because AVD shareholders have not approved the issuance of Shares under exchanges or trading associations or applicable securities laws and regulations), AVD or the surviving entity (if not AVD) shall pay the applicable cash amount which was to be satisfied through the issuance of Shares as specified above.

The Shares shall be subject to the rules of each exchange or trading association on which the Shares are listed for trading or are traded and applicable securities laws and regulations. Owner acknowledges that, in addition to the legends required under applicable securities laws and regulations, the Shares will bear legends required under the rules of each exchange or trading association on which the Shares are listed for trading or are traded. Owner understands and acknowledges that AVD is not obligated to file and has no present intention of filing with the United States Securities and Exchange Commission or with any state securities administrator any registration statement in respect of resale of the Shares in the United States. AVD covenants, however, that it will timely file all reports required to be filed by it under applicable securities laws and regulations.

5.5 Production Royalty. AGA shall pay to each of CMC and MTC a Royalty for the production of Minerals from the Property, including lands acquired by AGA in the Area of Interest which become part of the Property. AGA shall grant to CMC a Royalty equal to two percent (2%) of the Net Smelter Returns. AGA shall grant to MTC a Royalty equal to one percent (1%) of the Net Smelter Returns. One-half (1/2) of the cash payments paid by AGA to CMC on and after January 15, 2019, shall be credited cumulatively to AGA's favor against the Royalty payable to CMC. The Royalty shall apply to the production of Minerals from the Property and from any additional State of Alaska leases for which AGA is the initial or successor lessee on lands in the Area of Interest and any State of Alaska mining claims acquired or located by the parties on lands in the Area of Interest, provided, however, that the percentage rate of the Royalty on such acquired lands shall not exceed the difference between four percent (4%) and the percentage rate of the Net Smelter Returns royalty payable to any third party from which a party acquires a State of Alaska lease or mining claim in the Area of Interest, provided, however, that in no event shall the percentage rate of the Royalty payable to Owner in respect to any third party State of Alaska lease or mining claim be greater than three percent (3.0%) nor reduced to less than one and one-half percent (1.5%), except on AGA's exercise of its Royalty purchase option pursuant to Section 5.6 or AGA's exercise of its right of first offer pursuant to Section 5.7. Example 1: If AGA enters into a lease or agreement to purchase State of Alaska mining claims owned by a third party to which AGA agrees to pay a two percent (2%) Net Smelter Returns royalty, the percentage rate of the Royalty payable to Owner in respect of the acquired State of Alaska mining claims shall be two percent (4% - 2% = 2%). Example 2: If AGA enters into a lease or agreement to purchase State of Alaska mining claims to which AGA agrees to pay a three percent (3.0%) Net Smelter Returns royalty, the Royalty payable to Owner shall be one and one-half percent (1.5%). (4.0% - 3.0% = 1.0% which is less than 1.5% thus minimum Royalty applies). If AGA exercises and closes the purchase of part of the Royalty pursuant to its right of first offer under Section 5.7 such that the percentage rate of the total Royalty payable to Owner is reduced to less than one and one-half percent (1.5%), the percentage rate of total Royalty payable to Owner in respect of the minerals produced from the acquired State of Alaska mining claim shall be reduced to the same percentage rate.

The third party Net Smelter Returns royalty percentage rate shall be determined as of the date of the acquisition from the third party and shall not be adjusted if AGA subsequently purchases any part or all of the third party royalty in accordance with the original third party agreement or a subsequent agreement. The Royalty payable to Owner in respect of the minerals produced from any acquired or located State of Alaska mining claim shall be allocated between CMC as to two-thirds (2/3) and MTC as to one-third (1/3), unless the ratio of the Royalty payable to CMC and MTC is changed on AGA's exercise of the Royalty purchase option pursuant to Section 5.6 or AGA's exercise of the right of first offer pursuant to Section 5.7, in which case the resultant ratio shall be used. The Royalty payable to Owner shall not be reduced for any mineral production royalty payable by AGA to HGL in respect of the State Leases, the Mining Claims or any acquired property. The Royalty payable to Owner shall not be reduced for any mineral production royalty payable by AGA to any third party pursuant to an agreement which is not negotiated in good faith and at arm's length or which is negotiated and entered for the primary or sole purpose of reducing the Royalty payable to Owner in respect of the third party property or which is payable to any third party which is an affiliate of AVD or AGA. For purposes of this Section, "affiliate" means any person, partnership, limited liability company, joint venture, corporation, or other form of enterprise which controls, is controlled by, or is under common control with AVD or AGA.

5.6 Royalty Purchase Option. AGA shall have the option exercisable at any time to purchase one-half (1/2) of the Royalty payable to CMC representing one percent (1.0%) of the Net Smelter Returns for the purchase price of One Million Dollars ($1,000,000.00) and forty percent (40%) of the Royalty payable to MTC representing four one-thousandths (0.4%) of the Net Smelter Returns for the purchase price of Four Hundred Thousand Dollars ($400,000.00). On AGA's exercise of the Royalty purchase option, the percentage rate of the Royalty payable to CMC in respect of State of Alaska mining claims which AGA acquires from a third party shall be reduced by one-half (1/2) and the percentage rate of the Royalty payable to MTC in respect of State of Alaska mining claims acquired from a third party shall be reduced by forty percent (40%). If before AGA exercises the Royalty purchase option AGA purchases part of the Royalty owned by CMC or MTC pursuant to AGA's right of first offer in Section 5.7, the Royalty purchase option shall remain effective. If after AGA's exercise of the right of first offer the balance of the Royalty retained by CMC is less than one percent (1.0%) of the Net Smelter Returns or the balance of the Royalty retained by MTC is less than six one-thousandths (0.6%) of the Net Smelter Returns, the purchase price shall be reduced to reflect the proportion of the balance of the retained Royalty. For example, if CMC's retained Royalty is one-half percent (0.5%), the purchase price payable to CMC shall be Five Hundred Thousand Dollars ($500,000.00) (0.5 x 1.0 x $1,000,000.00).

5.7 Royalty Right of First Offer. In addition to the Royalty purchase option described in Section 5.6, AGA shall have a right of first offer to purchase the Royalty owned by CMC and MTC. If either of CMC or MTC decides to sell all or any part of its Royalty (the "Offered Royalty"), the offering Owner shall notify AGA. AGA shall have thirty (30) days following receipt of the notice to elect to purchase the Offered Royalty and to notify the offering Owner that AGA elects to purchase the Offered Royalty. The price of the Offered Royalty shall be proportionate to the price payable on AGA's exercise of the Royalty option described in Section 5.6. Example 1: If CMC notifies AGA that CMC wishes to sell the entire balance of its Royalty which is not subject to the Royalty Option (1.0%), the purchase price shall be One Million Dollars ($1,000,000.00), and if CMC wishes to sell only one-half of balance of its Royalty, the purchase price shall be Five Hundred Thousand Dollars ($500,000.00) (0.5 x $1,000,000.00). Absent AGA's written consent, the Offered Royalty may not exceed the part of the Royalty which is not subject to the Royalty purchase option in Section 5.6.

If AGA elects to purchase the Offered Royalty, the parties shall close the purchase of the Offered Royalty within thirty (30) days following AGA's notification to the offering Owner of AGA's election to purchase the Offered Royalty. The offering Owner shall execute and deliver to AGA a conveyance of the Offered Royalty in a form acceptable for recording under Alaska law. The offering Owner's Royalty shall be reduced by the Offered Royalty which AGA purchases or to zero, as applicable. If AGA does not timely elect to exercise the Royalty Option, Owner may sell the Offered Royalty to any third party on such terms and conditions as the Offering Owner determines. On AGA's exercise of the right of first offer to purchase the Offered Royalty, the percentage rate of the Royalty payable to the offering party in respect of State of Alaska leases and mining claims acquired from a third party shall be reduced by the same increment as the Offered Royalty is reduced.

5.8 Method of Delivery of Payments. All cash payments by AGA to Owner shall be paid by wire transfer to an account which Owner designates. All Share Payments shall be paid by delivery to an address which Owner designates.

5.9 Currency. All sums referred to in this Agreement are in United States currency unless otherwise specified.

5.10 Payments as Binding Obligations. AVD and AGA agree and covenant that any agreement, arrangement, or instrument by which the control or ownership of AVD or AGA is transferred to a third party or by which an ownership interest in the Property is transferred to a third party shall include conditions and terms by which the third party and any affiliate which acquires an interest or right to acquire an interest in the Property expressly agrees to assume and perform the payment obligations under this Section.

6. Closing. The Closing of the transactions contemplated under this Agreement shall be completed as described in this Section. The Closing shall occur at the office of AGA or AGA's counsel in Toronto, Ontario.

6.1 Closing Date. The Closing shall occur on or before November 30, 2016.

6.2 Transfer Taxes. AGA shall pay the transfer taxes, if any, and all filing and recording costs incurred on Closing.

6.3 Instruments to be Delivered on Closing. On Closing, Owner shall execute and deliver to AGA: (a) an assignment and conveyance of Owner's rights in the GZ Agreement, the Joint Venture, the Mining Claims, and the Property in the form of the Deed and Assignment attached to this Agreement as Exhibit C; (b) a Bill of Sale of the Data and Personal Property in the form of the Bill of Sale attached to this Agreement as Exhibit D; (c) an affidavit of Owner that it is not a foreign taxpayer under Internal Revenue Code Section 1445 and the regulations of the Internal Revenue Service pertaining to Section 1445; (d) the certificates of title for the motor vehicles included in the Personal Property; and (e) such other written assurances and instruments as are reasonably necessary for the purpose of closing the purchase and sale of the Property. On Closing, AGA shall execute and a duplicate of the Deed and Assignment and such other written assurances and instruments as are reasonably necessary for the purpose of closing the purchase and sale of the Property. AVD shall execute and deliver the Guaranty which is Exhibit F attached to this Agreement.

6.4 Effect of Closing. On Closing, AGA shall own the Property, subject to the obligations stated in this Agreement which expressly survive the Closing and the obligations under the Deed.

7. Compliance With The Law.

7.1 After the Closing, AGA shall, at its sole cost, comply with all Governmental Regulations relating to the condition, use or occupancy of the State Leases and Mining Claims by AGA, including, but not limited, to all exploration, development, and mining work performed by AGA during the term of this Agreement.

7.2 After the Closing, AGA shall, at its sole cost, comply with all applicable Governmental Regulations regarding reclamation of the State Leases and Mining Claims, and AGA shall defend, indemnify and hold harmless Owner from any and all actions, assessments, claims, costs, fines, liability and penalties arising from or relating to AGA's failure to comply with any applicable Governmental Regulations.

7.3 Owner agrees to assist and cooperate with AGA in AGA's application for governmental licenses, permits and approvals, the costs of which, including the reasonable costs incurred by Owner in response to AGA's requests for assistance cooperation, shall be borne by AGA.

8. AGA's Work Practices and Reporting.

8.1 Work Practices. AGA shall work the State Leases and Mining Claims in a miner-like fashion.

8.2 Inspections. In order to afford Owner the opportunity to confirm AGA's performance of its work commitment obligations under Section 8.4, until AGA completes its work commitment obligations, Owner shall have the right to examine and make copies of AGA's data, information, and records regarding AGA's activities in the Area of Interest and its expenditures for such activities. Owner shall conduct its inspections during AGA's regular business hours and upon prior notice, provided, however, that the rights of Owner to examine such data, information and records shall be exercised in a manner that does not interfere with the operations of AGA. Owner's right of inspection shall apply to data, information and records of AGA stored on the Property and elsewhere. Owner's access to, inspection and retention of data, records and information shall be subject to Owner's obligation to maintain confidentiality in accordance with Section 22.

8.3 Reports. In order to afford Owner the opportunity to confirm AGA's performance of its work commitment obligations, on or before March 1 of each year, AGA shall deliver to Owner a summary report of AGA's activities conducted in the Area of Interest for the previous calendar year. The annual report shall include a description of the amount and description of all of AGA's qualified expenditures during the preceding calendar year.

8.4 Work Commitment. Subject to AGA's right to surrender the Property in accordance with Section 19 and to relieve itself of the work commitment obligations, AGA shall incur expenditures in the amounts and during the periods described below for the exploration for and development of Minerals. Qualified expenditures shall include, by way of illustration and not by limitation, the costs of geological, geochemical and geophysical mapping, reconnaissance, and surveying; drilling; environmental compliance; feasibility studies; sample collection; assaying of samples; consulting services; direct costs of employment of AGA's employees working directly in the Area of Interest; equipment, materials and supplies; fees paid to governmental agencies for applications for approvals, consents, licenses and permits for AGA's operations on the Property or in the Area of Interest; and costs and fees paid to maintain the State

Leases and Mining Claims, including payments under the State Leases and annual mining claim maintenance fees for the Mining Claims subject to this Agreement; and reasonable administrative and corporate overhead costs not to exceed ten percent (10%) of the total amount of qualified expenditures. Subject to AGA's right to surrender the Property in accordance with Section 19, if AGA does not expend the requisite amount of qualified expenditures during any period, AGA may elect to pay Owner the amount equal to the difference between the requisite amount and the amount of AGA's actual qualified expenditures during such period (the "Differential"). AGA shall pay the Differential to Owner within thirty (30) days after expiration of the pertinent period. If AGA does not expend the requisite qualified expenditures and does not timely pay the Differential, Owner may deliver notice of AGA's failure to do so and if within ten (10) business days following AGA's receipt of Owner's notice AGA does not pay the Differential, AGA's failure to pay the Differential shall be a default by AGA and Owner may terminate this Agreement in accordance with Section 20. AGA's total work commitment obligation shall be Two Million Dollars ($2,000,000.00) which AGA shall incur on or before June 30, 2021. AGA shall expend not less than Two Hundred Thousand Dollars ($200,000.00) during each one-year period commencing July 1, 2016. AGA's work commitment obligation shall terminate on: (a) AGA's surrender of the Property pursuant to Section 19; (b) on AGA's payment in full of the cash and Share payments described in Section 5.3; or (c) termination of this Agreement pursuant to Section 20, whichever shall first occur.

9. Scope of Agreement. This Agreement shall extend to and include the State Leases and any other State of Alaska mineral leases in the Area of Interest entered into by AGA as the initial or successor lessee and any State of Alaska mining claims acquired or located during the term of this Agreement by AGA or Owner on lands in the Area of Interest.

10. Liens. AGA agrees to keep the Property free of liens caused by AGA and to defend, indemnify and hold harmless Owner from and against, all indebtedness and liabilities incurred by or for AGA which may or might become a lien, except that AGA need not discharge or release any such lien, charge or encumbrance so long as AGA disputes or contests the lien. Nothing in this Section shall limit or prohibit AGA's right to grant a security interest in its rights under this Agreement or in the Property for the purpose of securing financing for AGA or its affiliates.

11. Taxes.

11.1 Real Property Taxes. The parties acknowledge that there are presently no real property taxes assessed against the State Leases which constitute part of the Property.

11.2 Personal Property Taxes. Each party shall promptly when due pay all taxes assessed against such party's personal property, improvements or structures placed or used on the Property.

11.3 Income Taxes. Neither party shall be liable for any taxes levied on or measured by income or other taxes applicable to the other party, based upon payments under this Agreement or under the conveyance executed and delivered by Owner on the Closing.

11.4 Alaska Mining License Tax. AGA shall apply for and at all times during AGA's conduct of activities on the Property maintain an Alaska Mining License under AS 43.65.010 *et* *seq.* and 15 AAC 65.010 *et seq.*, and shall file all State of Alaska tax returns and pay when due all State of Alaska taxes.

11.5 Delivery of Tax Notices. If a party receives tax bills or claims which are the other party's responsibility, such party shall promptly forward them to the other party for payment.

12. Indemnity. Until AGA pays the Purchase Price in full, AGA shall defend, indemnify and hold harmless Owner from and against claims and liabilities which arise from AGA's activities on the Property, in the Area of Interest, and on the lands subject to the State of Alaska Millsite Lease ADL 54711, in accordance with the provisions of Exhibit E attached to and by this reference incorporated in this Agreement.

13. Environmental.

13.1 Definitions. Hazardous Materials means any material, waste, chemical, mixture or byproduct which: (a) is or is subsequently defined, listed, or designated under Applicable Environmental Laws (defined below) as a pollutant, or as a contaminant, or as toxic or hazardous; or (b) is harmful to or threatens to harm public health, safety, ecology, or the environment and which is or hereafter becomes subject to regulation by any federal, state or local governmental authority or agency. Applicable Environmental Laws means any applicable federal, state, or local government law (including common law), statute, rule, regulation, ordinance, permit, license, requirement, agreement or approval, or any applicable determination, judgment, injunction, directive, prohibition or order of any governmental authority with jurisdiction at any level of federal, state, or local government, relating to pollution or protection of the environment, ecology, natural resources, or public health or safety.

13.2 Hazardous Materials Activities. AGA shall limit any use, generation, storage, treatment, transportation, and handling of Hazardous Materials in connection with AGA's use of the Property (collectively "Hazardous Materials Activities") to those Hazardous Materials, and to quantities of them, that are necessary to perform activities permitted under this Agreement. Hazardous Materials Activities include, without limitation, all such activities on or about the Property by AGA's employees, partners, agents, invitees, contractors and their subcontractors. AGA shall not cause or permit any Hazardous Materials to be disposed or abandoned at the Property, except as allowed under Applicable Environmental Laws. AGA shall cause all Hazardous Materials Activities to be performed in strict conformance to Applicable Environmental Laws. AGA shall promptly notify Owner of any actual or claimed violation of Applicable Environmental Laws in connection with Hazardous Materials Activities, and AGA shall promptly and thoroughly cure any violation of Applicable Environmental Laws in connection with Hazardous Materials Activities. If any governmental approval, consent, license or permit is required under Applicable Environmental Laws for AGA to perform any portion of its work at the Property, including without limitation any air emission permits, before commencing any such work, AGA shall be solely responsible, at AGA's expense, for obtaining and maintaining, and providing copies of, each approval, consent, license or permit.

13.3 Survival. The provisions of this Section shall survive expiration or termination of this Agreement.

14. Maintenance. Until AGA surrenders the State Leases and the Mining Claims pursuant to Section 19 or Section 20, as applicable, AGA shall maintain the State Leases and Mining Claims in good standing.

15. Relationship of the Parties.

15.1 No Partnership. This Agreement shall not be deemed to constitute any party, in its capacity as such, the partner, agent or legal representative of any other party, or to create any joint venture, partnership, mining partnership or other partnership relationship between the parties. AGA shall have exclusive discretion to determine the scope and type of exploration and development activities conducted on the Area of Interest.

15.2 Competition. Except as expressly provided in this Agreement, each party shall have the free and unrestricted right independently to engage in and receive the full benefits of any and all business endeavors of any sort outside the Property, the Area of Interest or otherwise outside the scope of this Agreement, whether or not competitive with the endeavors contemplated under this Agreement, without consultation with or participation of the other party. In particular, without limiting the foregoing, neither party to this Agreement shall have any obligation to the other as to any opportunity to acquire any interest, property or right offered to it outside the scope of this Agreement.

16. Inspection. Not more than twice annually, Owner or Owner's duly authorized representatives shall be permitted to enter the lands in the Area of Interest and AGA's workings during AGA's regular business hours and on advance notice from Owner to AGA for the purpose of inspection, but they shall enter at their own risk and in such a manner which does not unreasonably hinder, delay or interfere with AGA's operations. Owner and its representatives shall comply with all of AGA's safety regulations and rules and shall defend, indemnify and hold harmless AGA from and against all claims arising from Owner's and Owner's representatives' entry and inspection.

17. Title.

17.1 Representations and Warranties. Owner represents and warrants that: (a) the State Leases are in good standing and Owner has not received from the State of Alaska notice of default under the State Leases; (b) Owner has not received notice of and is not aware of any act, event, omission or occurrence that would constitute a default under the State Leases and the State Leases are in good standing; (c) Owner has good title to and the full right and power to grant the rights granted to AGA under this Agreement and to convey Owner's right, title, and interest in the Data, the State Leases, the GZ Agreement, the Joint Venture, and the other Personal Property free and clear of any liens, claims, and encumbrances; and (d) the Data, the State Leases, the GZ Agreement, the Joint Venture, and the other Personal Property are free and clear of any liens, claims, and encumbrances. MTC approves, confirms, and ratifies its acceptance and execution of the GZ Agreement and the AIX Agreement notwithstanding that MTC may have been identified in such agreements under a name other than its formal legal name on file with the Commissioner of the Alaska Department of Commerce and Economic Development.

17.2 AGA's Title Remedies. If Owner owns an interest the GZ Agreement, the Joint Venture, or the State Leases which is less than the interest stated in the representations and warranties of Owner, AGA may seek any remedies available to it at law or in equity. AGA may also acquire any interest not owned by Owner. If Owner fails to promptly remedy any defects in title or to pay, when due, mortgages or other liens against the State Leases, AGA shall have the right, but shall not be obligated, to remedy such defects or to pay such amounts, and if it does so, AGA shall have the right to offset and credit against subsequent payments due to Owner all of AGA's costs and payments reasonably and in good faith incurred to remedy such defects or to pay such amounts, including any and all costs incurred by AGA to acquire from any third party any interest in the State Leases. The Royalty payable to Owner shall be reduced to reflect Owner's lesser interest in the State Leases.

17.3 Escrow of Payments Pending Dispute. If at any time a third party asserts a bona fide claim of ownership in the Property or the Minerals which is adverse to the interest of Owner or AGA, AGA may deposit any payments which would otherwise be due to Owner into escrow and give notice of such deposit to Owner. In the event of such a dispute as to ownership of the Property or the Minerals, AGA's obligation to pay Purchase Price may be deferred until twenty (20) days after AGA is furnished satisfactory evidence that such dispute has been finally settled.

17.4 Survival of AGA's Rights. The provisions of this Section shall survive the termination of this Agreement and the filing and recording of the Deed on Closing.

17.5 Agreements with AIX and HGL. Owner authorizes and consents to Avidian's negotiation with AIX and HGL of agreements concerning the indebtedness of CMC to AIX (which has been discharged in accordance with the AIX Agreement) and AGA's acquisition of HGL's interest in the GZ Agreement, the Joint Venture, and the Property. Except as expressly provided in this Agreement, Owner shall have no right, title, or interest in any interests or rights which AGA acquires from AIX and HGL.

18. Covenants, Warranties and Representations. Each of the parties covenants, warrants and represents for itself as follows:

18.1 Compliance with Laws. That it has complied with all applicable laws and regulations of any governmental body, federal, state or local, regarding the terms of and performance of its obligations under this Agreement and its activities on or relating to the Property and is not aware of any act, event, omission or occurrence on or relating to the Property that would constitute a violation of applicable laws and regulations.

18.2 No Pending Proceedings. That there are no lawsuits or proceedings pending or threatened which affect its ability to perform the terms of this Agreement or which affect the Property.

18.3 Costs. That it shall pay all costs and expenses incurred or to be incurred by it in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement.

18.4 Brokers. That it has had no dealings with any agent, broker or finder in connection with this Agreement, and shall indemnify, defend and hold each other party harmless from and against any claims that may be asserted through such party that any agent's, broker's or finder's fee is due in connection with this Agreement.

18.5 Patriot Act. That it is not on the Specially Designated National & Blocked Persons List of the Office of Foreign Assets Control of the United States Treasury Department and is not otherwise blocked or banned by any foreign assets office rule or any other law or regulation, including the USA Patriot Act or Executive Order 13224.

18.6 Authorization. That it is has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated under this Agreement. The execution, delivery, and performance by each party to this Agreement and the consummation by it of the transactions contemplated under this Agreement have been duly authorized by the directors of each such party.

18.7 Binding Agreement. That this Agreement and the other documents executed by each party is a valid and binding obligation of such party, enforceable against such party in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other similar laws of general application affecting enforcement of creditors' rights generally.

18.8 Organization. That it is a corporation duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation and has full corporate power and authority to own, lease and operate its assets and properties and carry on its business and operations.

19. Surrender of Property. After the Closing, AGA shall have the right to surrender the State Leases and Mining Claims and other interests acquired by AGA in the Area of Interest (collectively the "Surrendered Property"). If AGA elects to surrender the Surrendered Property, it shall notify Owner. Owner shall have thirty (30) days during which to elect to request that AGA re-assign and reconvey the Surrendered Property to Owner. If Owner does not timely elect to request a re-assignment and reconveyance of the Surrendered Property, Owner's right to do so shall be irrevocably terminated. If Owner timely requests a re-assignment and reconveyance of the Surrendered Property, AGA shall execute and deliver to Owner a deed and assignment of the Surrendered Property, without representation or warranty as to the physical condition or title to the Surrendered Property and a bill of sale for the Personal Property, if applicable. CMC and MTC shall acquire title to the Surrendered Property and AGA shall transfer the Surrendered Property to CMC as to 70.6% and to MTC as to 29.4%, respectively, notwithstanding the provisions of the Firm Agreement to the contrary. On AGA's surrender or re-assignment and reconveyance, as applicable, AGA's obligations under this Agreement shall terminate, except such obligations which accrue before the effective date of surrender.

20. Termination, Defaults and Remedies.

20.1 Default. Any material default under this Agreement or the other closing documents shall be a default each of the other closing documents and shall entitle Owner to exercise, in addition to any remedy provided in the respective instrument under which the default occurred, any remedies for default provided under the other closing documents. This provision will survive the Closing.

20.2 Default by Owner. Owner will be in default hereunder upon the occurrence of any of the following events:

20.2.1 Owner's failure to materially meet, comply with, or perform any covenant, agreement or obligation required on Owner's part within the time limits and in the manner required in this Agreement, for any reason other than a default by AGA hereunder; or

20.2.2 Owner's failure to deliver at the Closing any items required of Owner in accordance with Section 6.3.

20.2.3 In the event of a default by Owner hereunder, AGA may, at AGA's option, terminate this Agreement by written notice delivered to Owner at or prior to Closing; or in the alternative, AGA may seek to enforce specific performance of this Agreement by Owner.

20.3 Default by AGA. AGA will be in default hereunder upon the occurrence of any of the following events:

20.3.1 AGA's failure to materially meet, comply with, or perform any covenant, agreement or obligation required on AGA's part within the time limits and in the manner required in this Agreement, for any reason other than a default by Owner hereunder; or

20.3.2 AGA's failure to deliver at Closing any items required of Owner in Section 6.3 of this Agreement.

20.3.3 In the event of a default by AGA hereunder, for the purpose of determining the character of the payments paid by AGA pursuant to Sections 5.2 and 5.3, this Agreement shall be deemed a lease and all payments made to Owner, however denominated herein, shall be deemed lease payments and shall be retained by Owner.

20.3.4 Nothing contained herein shall preclude Owner from pursuing any other remedies at law.

20.3.5 Upon the occurrence of a default under this Section 20, other than a default in the obligation to pay money when due or the obligation to keep the State Leases and the Mining Claims in good standing, Owner shall notify AGA of the default and AGA shall, as soon as practicable, initiate steps to cure the default and promptly and diligently complete the cure. In the case of a default in the obligation to pay money Owner shall notify AGA of the default and AGA shall have two calendar weeks after AGA's receipt of such notice to bring any outstanding balance current. In the case of a default in the requirement to keep the State Leases and the Mining Claims in good standing, Owner shall notify AGA of the default and may immediately initiate at AGA's expense initiate any action Owner in its discretion, reasonably exercised, deems necessary to avoid the loss or foreclosure of the State Leases or the Mining Claims.

20.3.6 Upon AGA's failure to timely cure or to commence to cure an alleged default under this Section 20, Owner may deliver notice of termination of this Agreement. On receipt of such notice, if not contested by AGA, AGA shall promptly surrender the Property to Owner in accordance with the provisions of Section 19 of this Agreement.

20.3.7 If a dispute arises from this Agreement or the performance or breach of this Agreement, the parties agree to use the procedures prescribed in this Section. A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute. If the parties do not meet within ten (10) days following a party's delivery of notice of the dispute or if following the parties' timely meeting the dispute is not resolved, the parties agree to submit the dispute to mediation in accordance with the Commercial Mediation Rules of the American Arbitration Association. The parties will jointly appoint a mutually acceptable mediator and, if the parties are unable to agree upon an appointment within ten (10) days from the conclusion of the negotiations, to seek the assistance of the Superior Court for the State of Alaska, Anchorage, Alaska, for the appointment of a mediator pursuant to Rule 100 of the Alaska Rules of civil procedure. The parties agree to confer with the mediator within twenty (20) days following the mediator's appointment. The mediation shall be held in Vancouver, British Columbia. If the parties are not successful in resolving the dispute through mediation, the dispute shall be settled by a legal action commenced by either party. The parties agree that any legal action concerning this Agreement and the instruments executed and delivered by the parties pursuant to this Agreement shall be heard and adjudicated in the Superior Court of the State of Alaska in the Third Judicial District and the parties accept and submit to the jurisdiction of such court and agree and covenant to not object to the jurisdiction of such court and venue of the legal action in such court.

21. Data. On the Effective Date, at Owner's sole cost and expense, Owner shall deliver to AGA copies of all of the Data regarding the Area of Interest which Owner possesses and which before the Effective Date Owner has not delivered to AGA. If Owner acquires any additional Data concerning the Area of Interest, Owner shall promptly deliver such Data to AGA. Within thirty (30) days following termination of this Agreement, at AGA's sole cost and expense, AGA shall deliver to Owner copies of all data regarding the Area of Interest in AGA's possession at the time of termination which before termination have not been furnished to Owner. The digital data shall be in a format which is readable and useful using commercially available software which is customarily used in the mineral industry in the United States. All digital and written data shall be in English. If AGA surrenders the Property in accordance with Section 19, at Owner's sole cost and expense, AGA shall deliver to Owner all drilling core, drilling cuttings, samples and sample splits taken from the Area of Interest which are in AGA's possession on the effective date of termination of this Agreement, unless AGA is obligated by third party contract to deliver such items to a third party in respect of any lands or property subject to the third party contract. If Owner does not take delivery of the drilling core, drilling cuttings, samples and sample splits within thirty (30) days following the effective date of termination of this Agreement, AGA may dispose of them in any manner determined in its discretion.

22. Confidentiality. The data and information, including the terms of this Agreement, disclosed to any party by another party by virtue of this Agreement shall be deemed confidential and shall not be disclosed to outside third parties except as may be required to publicly record or protect title to the Property or to publicly announce and disclose information under Governmental Regulations or under the rules and regulations of any stock exchange on which the stock of any party, or the parent or affiliates of any party, is listed. Each party agrees to inform the other party of the content of the announcement or disclosure in sufficient time to permit the other party to jointly or simultaneously make a similar public announcement or disclosure. If Owner or AGA negotiates for a transfer of all or any portion of its interest in the Property or under this Agreement or negotiates to procure financing or loans relating to the Property, in order to facilitate any such negotiations Owner or AGA (as applicable) shall have the right to furnish information to third parties, provided that each third party to whom the information is disclosed agrees to maintain its confidentiality in the manner provided in this Section. Data and information which the parties publicly disclose or which is in the public domain shall not be confidential information for purposes of this Section.

23. Assignment.

23.1 AGA's Assignment. Until AGA pays the Purchase Price in full, except as expressly provided in this Agreement AGA may not assign, convey, encumber, sublease, or license or otherwise transfer to an unaffiliated third party (each a "Transfer") all or any part of its interest in this Agreement or the Property, without, in each case, Owner's prior written consent, which shall not be withheld unreasonably. Owner may require evidence of the financial ability of the unaffiliated party when considering AGA's request for consent to the proposed assignment. AGA shall have the right to assign its interest under this Agreement to an affiliate of AGA without Owner's prior written consent. AGA shall provide Owner with a copy of the proposed Transfer documents not less than ten (10) days before AGA's execution of the documents. The instrument of Transfer shall provide that the transferee assumes and agrees to perform all of AGA's obligations under this Agreement.

23.2 Owner's Assignment. Until the Closing, Owner shall have no right to transfer its interest in this Agreement and the Property without AGA's prior written consent. Subject to AGA's rights under Section 5.5 and under the Deed, after Closing Owner may transfer its interest under this Agreement and under the Deed, provided, however, no change in ownership of Owner's interest shall affect AGA's obligations under this Agreement or the Deed unless and until Owner delivers and AGA receives copies of the documents which demonstrate the change in ownership of Owner's interest. Until AGA receives Owner's notice and the documents required to be delivered under this Section, AGA may continue to make all payments under this Agreement and the Deed as if the transfer of Owner's ownership interest had not occurred. No division of Owner's ownership as to all or any part of the Property shall enlarge AGA's obligations or diminish AGA's rights under this Agreement.

24. Force Majeure. The respective obligations of the parties, except AGA's obligations to pay the Purchase Price, maintain insurance coverage and to perform or pay Property maintenance obligations shall be suspended during the time and to the extent that the parties are prevented from compliance, in whole or in part, by accident, act or restraint of any lawful authority, earthquake, unavailability of equipment and equipment operating crews (including drilling equipment and drilling crews), fire, flood, labor shortage, stoppage or strike, application or imposition of Governmental Regulations which prohibit or unreasonably hinder or interfere with AGA's operations on the Property, including delay or refusal in the issuance of license or permit approvals and other causes of the same or other character beyond the reasonable control of the parties.

25. Notices. Any notices required or authorized to be given by this Agreement shall be in writing and shall be sent either by commercial courier, facsimile, or by certified U.S. mail, postage prepaid and return receipt requested, addressed to the proper party at the address stated below or such address as the party shall have designated to the other parties in accordance with this Section, together with a copy to such email address as the party shall have designated to the other parties in accordance with this Section. Such notice shall be effective on the date of receipt by the addressee party, except that any facsimiles received after 5:00 p.m. of the addressee's local time shall be deemed delivered the next day.

If to CMC:	Chulitna Mining Company LLC 7533 Pinebrook Road Park City, Utah 84098
If to MTC:	Mines Trust Co. 330 Bonnie Jean Court Anchorage, Alaska 99515
If to AVD and AGA:	Avidian Gold Alaska Inc. 960 Matley Lane #4 Reno, NV 89502
	c/o Dennis Peterson Peterson McVicar LLP 390 Bay Street, Suite 806 Toronto, Ontario, Canada M5H 2Y2

26. Binding Effect of Obligations. This Agreement shall be binding upon and inure to the benefit of the respective parties and their successors or assigns.

27. Entire Agreement. The parties agree that the entire agreement between them is written in this Agreement and in a memorandum of agreement of even date. There are no terms or conditions, express or implied, other than expressly stated in this Agreement. This Agreement may be amended or modified only by a written instrument signed by the parties with the same formality as this Agreement. The parties acknowledge and agree that this Agreement supersedes and replaces the Firm Agreement. In respect of AGA, the parties acknowledge that Avidian's execution of this Agreement shall not constitute Avidian's joinder in the GZ Agreement and AGA shall have no obligations to Owner, AIX, or HGL under the GZ Agreement. As between CMC and MTC, until AGA closes its acquisition of HGL's rights and interests in the GZ Agreement, the Joint Venture and the Property, the GZ Agreement shall suspended and shall remain suspended unless and until AGA surrenders the Property in accordance with Section 19. On AGA's surrender of the Property, the GZ Agreement shall apply to and govern the rights and obligations of CMC and MTC concerning the Property.

28. Governing Law and Forum Selection. This Agreement shall be construed and enforced in accordance with the laws of the State of Alaska. Any action or proceeding concerning the construction, or interpretation of the terms of this Agreement or any claim or dispute between the parties shall be commenced and heard in the Superior Court of the State of Alaska in the Third Judicial District. Each of the parties agrees that such Superior Court has jurisdiction of the subject matter of this Agreement and personal jurisdiction of the parties and each of the parties agree to submit to the jurisdiction of the subject matter.

29. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same Agreement.

30. Severability. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any Governmental Regulations, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

31. Execution of Agreement by Avidian Gold Inc. AVD has executed this Agreement for the purpose of fulfilling its obligations to issue and deliver the Shares and the other express obligations of AVD stated in this Agreement. AVD shall guarantee the obligations of AGA in accordance with the Guaranty which is Exhibit F attached to this Agreement which AVD shall execute and deliver on the Closing.

32. Conditions Precedent. The obligations of Avidian under this Agreement are subject to satisfaction of the following conditions precedent (a) approval of the directors of AVD and AGA; (b) execution of this Agreement by each of AIX, CMC and MTC; (c) receipt by Avidian of any approvals or consents required to be given by HGL under the GZ Agreement; and (d) Avidian's satisfaction with the results of its due diligence examination of the Property and title to the Property.

The parties have executed this Agreement effective the Effective Date.

Chulitna Mining Company LLC [redacted]

By [redacted]
David Hedderly-Smith, Manager

EDWIN FIGUEROA
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 05/20/2017
Commission # 666499

[redacted]
Mines Trust Co. [redacted]

By [redacted]
William T. Hawley, President

Avidian Gold Inc. [redacted]

By______________________________
By Dino Titaro, President

construction, or interpretation of the terms of this Agreement or any claim or dispute between the parties shall be commenced and heard in the Superior Court of the State of Alaska in the Third Judicial District. Each of the parties agrees that such Superior Court has jurisdiction of the subject matter of this Agreement and personal jurisdiction of the parties and each of the parties agree to submit to the jurisdiction of the subject matter.

29. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same Agreement.

30. Severability. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any Governmental Regulations, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

31. Execution of Agreement by Avidian Gold Inc. AVD has executed this Agreement for the purpose of fulfilling its obligations to issue and deliver the Shares and the other express obligations of AVD stated in this Agreement. AVD shall guarantee the obligations of AGA in accordance with the Guaranty which is Exhibit F attached to this Agreement which AVD shall execute and deliver on the Closing.

32. Conditions Precedent. The obligations of Avidian under this Agreement are subject to satisfaction of the following conditions precedent (a) approval of the directors of AVD and AGA; (b) execution of this Agreement by each of AIX, CMC and MTC; (c) receipt by Avidian of any approvals or consents required to be given by HGL under the GZ Agreement; and (d) Avidian's satisfaction with the results of its due diligence examination of the Property and title to the Property.

The parties have executed this Agreement effective the Effective Date.

Chulitna Mining Company LLC

By__________________________
David Hedderly-Smith, Manager

Mines Trust Co.

By__________________________
William T. Hawley, President

[redacted]

Avidian Gold Inc.

By [redacted]
By Dino Titaro, President

Avidian Gold Alaska Inc.

By[redacted]
D. Kenneth Brook Jr., President

STATE OF UTAH)
ss.
COUNTY OF SUMMIT)

EDWIN FIGUEROA
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 05/20/2017
Commission # 666499

This Purchase Agreement Golden Zone Project was acknowledged before me on November 23, 2016, by David Hedderly-Smith in his capacity as Manager of Chulitna Mining Company LLC.

Notary Public

Jodi M. Lindall
My Commission Expires May 23, 2017
NOTARY PUBLIC
STATE OF ALASKA

State of Alaska)
ss.
3rd Judicial District)

This Purchase Agreement Golden Zone Project was acknowledged before me on ~~November~~ Dec 8, 2016, by William T. Hawley in his capacity as President of Mines Trust Co.

Jodi M. Lindall
Notary Public

)
ss.
)

This Purchase Agreement Golden Zone Project was acknowledged before me on November ___, 2016, by Dino Titaro as President of Avidian Gold Inc.

Notary Public

______________________________)
ss.
______________________________)

This Purchase Agreement Golden Zone Project was acknowledged before me on November ___, 2016, by David Hedderly-Smith in his capacity as Manager of Chulitna Mining Company LLC.

____
Notary Public

______________________________)
ss.
______________________________)

This Purchase Agreement Golden Zone Project was acknowledged before me on November ___, 2016, by William T. Hawley in his capacity as President of Mines Trust Co.

____
Notary Public

Province of Ontario, Canada)
ss.
City of Toronto)

DENNIS H. PETERSON
Barrister & Solicitor
Peterson & Company LLP
390 Bay Street, Suite 806
Toronto, ON M5H 2Y2
Telephone: (416) 777-6772

This Purchase Agreement Golden Zone Project was acknowledged before me on November 23, 2016, by Dino Titaro as President of Avidian Gold Inc.

Dennis H. Peterson
Notary Public

STATE OF NEVADA)
ss.
COUNTY OF WASHOE)

This Purchase Agreement Golden Zone Project was acknowledged before me on November 23, 2016, by D. Kenneth Brook Jr. as President of Avidian Gold Alaska Inc.

Kathy Miyoshi

Notary Public

KATHY M. MIYOSHI
Notary Public, State of Nevada
Appointment No. 16-1521-2
My Appt. Expires Mar 9, 2020

Exhibit A
Description of Area of Interest

Area of Interest.

The Area of Interest includes the lands depicted in the attached map.

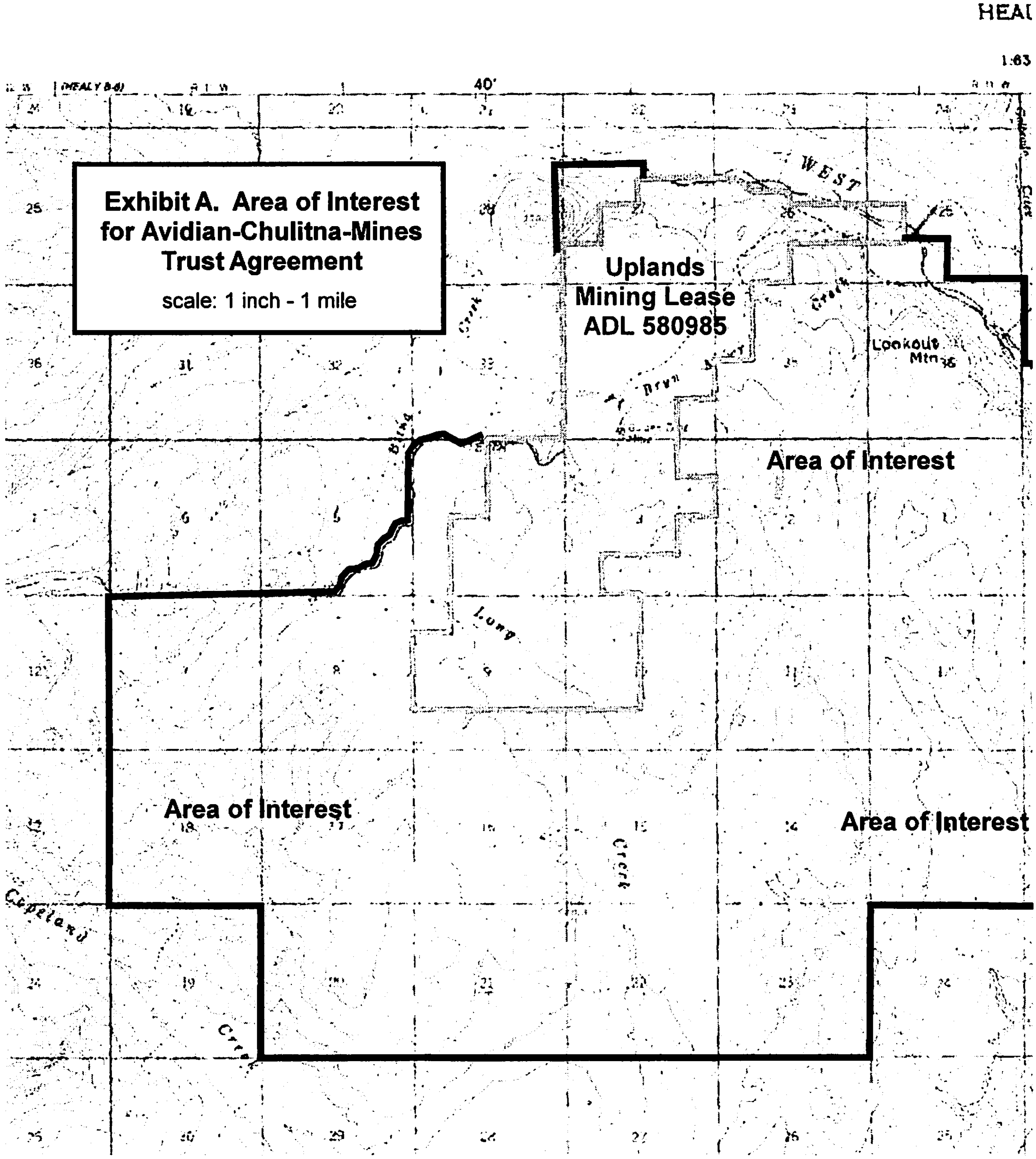
HEAL
1:63
40'
Exhibit A. Area of Interest for Avidian-Chulitna-Mines Trust Agreement
scale: 1 inch - 1 mile
Uplands Mining Lease ADL 580985
WEST
Creek
Lookout Mtn
Area of Interest
Long
Area of Interest
Creek
Area of Interest
Copeland

Exhibit B
Personal Property

Buildings, including a 20-man camp with crew building with office and kitchen, core shed, warehouse, small shop and various outbuildings and a well at the main camp on the uplands mining lease

ATCO trailers

Cabin and a house at the old upper camp

Shop, well house and well, generator and generator shack, outbuildings and trailer with storage and bunks for four at Colorado Station on Millsite lease (ownership of the buildings may actually vest with the State of Alaska under the terms of the leases).

Large Electrical generators (3):

Himoinosa Model DES60J; 60KW Generator, s/n: 0210006619

Whisperwatt Model DB-05011; 40KVA, 23KW Generator, s/n: 3615733

Large diesel generator, 100KW (?) currently set up in the old ore transfer shack below the old camp.

5-ton 6x6 Tractor – mid-60s vintage army-surplus 6x6 tractor, "Big Blue," (the trailer is owned by Jay Holmberg or Mike Cox. Owner does not purport to transfer any title held by them

1993 Ford F-350 4x4 diesel truck; with lift-kit and with snorkels for river crossings, VIN: 2FTJW36MXPCB20860

2004 F-350 4x4 diesel truck, VIN: 1FDWW37P04EB13528

1987 (?) Dodge Diesel 4x4 diesel truck

1970s-vintage Chevrolet 1.5-ton 2wd dual axle flatbed truck.

Kubota RTX 900R 2005 diesel UTV.

Honda TRX 300FW 4x4 ATVs (8 or 9) :
1988 Honda TRX300FW 4x4 4-wheeler (red/blue)
1991 Honda TRX300FW 4x4 4-wheeler (blue)
1996 Honda TRX300FW 4x4 4-wheel (green), VIN : 478TE1501TA816087
1996 Honda TRX300FW 4x4 4-wheel (red), VIN : 478TE1508TA807774
1998 Honda TRX300FW 4x4 4-wheeler (red)
1998 Honda TRX300FW 4x4 4-wheeler (green)
1999 Honda TRX300FW 4x4 4-wheel (tan?)
???? Honda TRX300FW 4x4 4-wheeler (green)

Radios – 8 or 10 I-Com M-88 walkie-talkies plus base station

Color flat-screen TV.

Tools – including core saws (1 gas [Honda], 1 electric & 1 hydraulic), welder, small generator, miscellaneous hand tools.

Supplies, including numerous varied sample bags and tags, safety equipment, camp supplies.

Samples and core from previous explorations.

Data – all geologic, engineering, etc. data related to the Golden Zone property in the hands of CMC and MTC is to be transferred to AVD. Much of this data is in electronic files that have already been transferred to Avidian. Other data is in file cabinets and map files in the Golden Zone office at Alaska Earth Sciences, 11401 Olive Lane, Anchorage, AK 99515. A gun safe and firearms and some field equipment in the safe in the office are owned by D.A. Hedderly-Smith & Associates and are not included in the personal property subject to the Agreement

Items owned by Mines Trust Co and included in this listing of personal property include the shop, well house and well, generator and generator shack, dilapidated generators, outbuildings and trailer with storage and bunks for four and some hand tools. Ownership of the buildings may actually vest with the State of Alaska under the terms of the State Leases.

Most of the equipment (including fuel tanks) and tools at Colorado Station (on the Millsite lease) are owned by Jay Holmberg. Owner does not purport to transfer any title held by Jay Holmberg.

Exhibit C
Deed and Assignment

Recorded at the request of
and when recorded return to:
Avidian Gold Alaska Inc.
c/o Thomas P. Erwin
Erwin & Thompson LLP
241 Ridge Street, Suite 210
Reno, NV 89501

Deed and Assignment With Reservation of Royalty
Golden Zone Project

This Deed and Assignment With Reservation of Royalty Golden Zone Project ("Deed") is made by and among Chulitna Mining Company LLC, an Alaska limited liability company ("CMC"), and Mines Trust Co., an Alaska corporation also known as Mines Trust Company and Mines Trust Company Inc. ("MTC" and with CMC collectively "Owner"), and Avidian Gold Alaska Inc., an Alaska corporation ("AGA").

Recitals

A. Owner, AGA, and Avidian Gold Inc., an Ontario corporation ("AVD") are parties to the Purchase Agreement dated effective November 21, 2016 (the "Agreement"), concerning the State of Alaska leases (collectively the "State Leases"), and State of Alaska mining claims (collectively the "Mining Claims") more particularly described in Exhibit A attached to and by this reference incorporated in this Deed (collectively the "Property"), in accordance with which Owner agreed to sell to AGA all of the Owner's right, title and interest in and to the Property, subject to Owner's reservation to Owner of the mineral production royalty (the "Royalty") and other obligations described in this Deed.

B. Owner and AGA have closed the purchase and sale of the Property in accordance with the Agreement.

In consideration of the parties' rights and obligations under the Agreement, the parties agree as follows:

1. **Conveyance of Interest.**

1.1 Deed. Owner conveys, grants, and transfers to AGA, and its assigns and successors forever, all of Owner's right, title and interest in the Property, except and subject to Owner's reserved Royalty and the parties' rights and obligations under this Deed.

1.2 Assignment. Owner assigns to AGA, and its assigns and successors forever, all of Owner's right, title and interest in the State Leases, except and subject to Owner's reserved Royalty and the parties' rights and obligations under this Deed. AGA agrees to assume and perform the obligations of the lessee under the State Leases which arise on or after the Effective Date of this Deed.

2. **Royalty.** Owner grants, reserves and retains to itself, and Owner's assigns and successors forever, and AGA agrees and covenants to pay to Owner, and Owner's assigns and successors, the Royalty based on the Net Smelter Returns from the production or sale of minerals from the Property described in Exhibit A. AGA grants to CMC and CMC reserves a Royalty equal to two percent (2%) of the Net Smelter Returns. AGA grants to MTC and MTC reserves a Royalty equal to one percent (1%) of the Net Smelter Returns. The Royalty is a non-administrative, non-executive, non-participating and non-working royalty. One-half (1/2) of the cash payments paid by AGA to CMC on and after January 15, 2019, shall be credited cumulatively to AGA's favor against the Royalty payable to CMC.

The Royalty shall apply to the production of Minerals from the Property and from any additional State of Alaska leases for which AGA is the initial or successor lessee on lands in the Area of Interest described in Exhibit A and any State of Alaska mining claims acquired or located by the parties on lands in the Area of Interest, provided, however, that the percentage rate of the Royalty on such acquired lands shall not exceed the difference between four percent (4%) and the percentage rate of the Net Smelter Returns royalty payable to any third party from which a party acquires a State of Alaska lease or mining claim in the Area of Interest, provided, however, that in no event shall the percentage rate of the Royalty payable to Owner in respect to any third party State of Alaska lease or mining claim be greater than three percent (3.0%) nor reduced to less than one and one-half percent (1.5%), except on AGA's exercise of its Royalty purchase option pursuant to Section 2.5. or AGA's exercise of its right of first offer pursuant to Section 2.6. Example 1: If AGA enters into a lease or agreement to purchase State of Alaska mining claims owned by a third party to which AGA agrees to pay a two percent (2%) Net Smelter Returns royalty, the percentage rate of the Royalty payable to Owner in respect of the acquired State of Alaska mining claims shall be two percent (4% - 2% = 2%). Example 2: If AGA enters into a lease or agreement to purchase State of Alaska mining claims to which AGA agrees to pay a three percent (3.0%) Net Smelter Returns royalty, the Royalty payable to Owner shall be one and one-half percent (1.5%). (4.0% - 3.0% = 1.0% which is less than 1.5% thus minimum Royalty applies). If AGA exercises and closes the purchase of part of the Royalty pursuant to its right of first offer under Section 2.6 such that the percentage rate of the total Royalty payable to Owner is reduced to less than one and one-half percent (1.5%), the percentage rate of total Royalty payable to Owner in respect of the minerals produced from the acquired State of Alaska mining claim shall be reduced to the same percentage rate.

The third party Net Smelter Returns royalty percentage rate shall be determined as of the date of the acquisition from the third party and shall not be adjusted if AGA subsequently purchases any part or all of the third party royalty in accordance with the original third party agreement or a subsequent agreement. The Royalty payable to Owner in respect of the minerals produced from any acquired or located State of Alaska mining claim shall be allocated between CMC as to two-thirds (2/3) and MTC as to one-third (1/3), unless the ratio of the Royalty payable to CMC and MTC is changed on AGA's exercise of the Royalty purchase option pursuant to Section 2.5 or AGA's exercise of the right of first offer pursuant to Section 2.6, in which case the resultant ratio shall be used. The Royalty payable to Owner shall not be reduced for any mineral production royalty payable by AGA to Hidefield Gold Limited, a British Columbia corporation, or Hidefield Gold (Alaska) Inc., an Alaska corporation, in respect of the State Leases, the Mining Claims or any acquired property. The Royalty payable to Owner shall not be reduced for any mineral production royalty payable by AGA to any third party pursuant to an agreement which is not negotiated in good faith and at arm's length or which is negotiated and entered for the primary or sole purpose of reducing the Royalty payable to Owner in respect of the third party property or which is payable to any third party which is an affiliate of AVD or AGA. For purposes of this Section, "affiliate" means any person, partnership, limited liability company, joint venture, corporation, or other form of enterprise which controls, is controlled by, or is under common control with AVD or AGA.

2.1 Burden on Property. The Royalty shall burden and run with the State Leases, and any amendments or extensions of the State Leases, and the Mining Claims, including any amendments, conversions to a lease or other form of tenure, or relocations of all or any of the Mining Claims. On the amendment or extension of the State Leases or the amendment, conversion to a lease or other form of tenure, or relocation of any of the Mining Claims, AGA agrees and covenants to execute, deliver and record in the appropriate government office an instrument by which AGA grants to Owner the Royalty and subjects the amended or extended State Leases and the amended, converted or relocated Mining Claims, as applicable, to all of the burdens, conditions, obligations and terms of this Deed.

2.2 Payment of Royalty. AGA shall calculate and pay the Royalty quarterly in accordance with the provisions of Exhibit B and shall deliver payment not less than thirty (30) days following the end of each calendar quarter.

2.3 Production Records. AGA shall keep true and accurate accounts, books and records of its production of minerals on the Property.

2.4 Delivery of Payments. AGA shall deliver the payments under this Deed to Owner by wire transfer to an account which Owner designates.

2.5 Royalty Purchase Option. AGA shall have the option exercisable at any time to purchase one-half (1/2) of the Royalty payable to CMC representing one percent (1.0%) of the Net Smelter Returns for the purchase price of One Million Dollars ($1,000,000.00) and forty percent (40%) of the Royalty payable to MTC representing four one-thousandths (0.4%) of the Net Smelter Returns for the purchase price of Four Hundred Thousand Dollars ($400,000.00). On AGA's exercise of the Royalty purchase option, the percentage rate of the Royalty payable to CMC in respect of State of Alaska mining claims which AGA acquires from a third party shall be reduced by one-half (1/2) and the percentage rate of the Royalty payable to MTC in respect of State of Alaska mining claims acquired from a third party shall be reduced by forty percent (40%). If before AGA exercises the Royalty purchase option AGA purchases part of the Royalty owned by CMC or MTC pursuant to AGA's right of first offer in Section 2.6, the Royalty purchase option shall remain effective. If after AGA's exercise of the right of first offer the balance of the Royalty retained by CMC is less than one percent (1.0%) of the Net Smelter Returns or the balance of the Royalty retained by MTC is less than six one-thousandths (0.6%) of the Net Smelter Returns, the purchase price shall be reduced to reflect the proportion of the balance of the retained Royalty. For example, if CMC's retained Royalty is one-half percent (0.5%), the purchase price payable to CMC shall be Five Hundred Thousand Dollars ($500,000.00) (0.5 x 1.0 x $1,000,000.00).

2.6 Royalty Right of First Offer. In addition to the Royalty purchase option described in Section 2.5, AGA shall have a right of first offer to purchase the Royalty owned by CMC and MTC. If either of CMC or MTC decides to sell all or any part of its Royalty (the "Offered Royalty"), the offering Owner shall notify AGA. AGA shall have thirty (30) days following receipt of the notice to elect to purchase the Offered Royalty and to notify the offering Owner that AGA elects to purchase the Offered Royalty. The price of the Offered Royalty shall be proportionate to the price payable on AGA's exercise of the Royalty option described in Section 2.5. Example 1: If CMC notifies AGA that CMC wishes to sell the entire balance of its Royalty which is not subject to the Royalty Option (1.0%), the purchase price shall be One Million Dollars ($1,000,000.00), and if CMC wishes to sell only one-half of balance of its Royalty, the purchase price shall be Five Hundred Thousand Dollars ($500,000.00) (0.5 x $1,000,000.00). Absent AGA's written consent, the Offered Royalty may not exceed the part of the Royalty which is not subject to the Royalty purchase option in Section 2.5.

If AGA elects to purchase the Offered Royalty, the parties shall close the purchase of the Offered Royalty within thirty (30) days following AGA's notification to the offering Owner of AGA's election to purchase the Offered Royalty. The offering Owner shall execute and deliver to AGA a conveyance of the Offered Royalty in a form acceptable for recording under Alaska law. The offering Owner's Royalty shall be reduced by the Offered Royalty which AGA purchases or to zero, as applicable. If AGA does not timely elect to exercise the Royalty Option, Owner may sell the Offered Royalty to any third party on such terms and conditions as the Offering Owner determines. On AGA's exercise of the right of first offer to purchase the Offered Royalty, the percentage rate of the Royalty payable to the offering party in respect of State of Alaska leases and mining claims acquired from a third party shall be reduced by the same increment as the Offered Royalty is reduced.

3. Title. If the title in the Property which Owner has conveyed to AGA is less than the interest stated in the representations and warranties of Owner in the Agreement, AGA may seek any remedies available to it at law or in equity. AGA may also acquire any interest not owned by Owner. If Owner fails to promptly remedy any defects in title or to pay, when due, mortgages or other liens against the Property, AGA shall have the right, but shall not be obligated, to remedy such defects or to pay such amounts, and if it does so, AGA shall have the right to offset and credit against subsequent payments due to Owner all of AGA's costs and payments reasonably and in good faith incurred to remedy such defects or to pay such amounts, including any and all costs incurred by AGA to acquire from any third party any interest in the Property or any portion of the Property. The Royalty payable to Owner shall be reduced to reflect Owner's lesser interest in the Property.

4. Commingling. AGA shall have the right to commingle minerals from the Property with minerals mined from other properties. Not less than sixty (60) days before commencement of commingling, AGA shall notify Owner and shall deliver to Owner AGA's proposed commingling plan for Owner's review. Before AGA commingles any minerals produced from the Property with minerals from other properties, the minerals produced from the Property and other properties shall be measured and sampled in accordance with sound mining and metallurgical practices for metal, commercial minerals and other appropriate content. AGA shall keep accounts and records which show measures, assays of metal, commercial minerals, and other appropriate content and penalty substances, and gross metal content of the minerals. From this information, AGA shall determine the amount of the Royalty due and payable to Owner for minerals produced from the Property commingled with minerals from other properties.

5. Reports. In order to afford Owner the opportunity to determine the accuracy of AGA's calculation and payment of the Royalty, not later than March 1 of each year, AGA shall deliver to Owner a report of mining and mineral production activities and operations conducted by AGA on the Property during the preceding calendar year.

6. Inspections. In order to afford Owner the opportunity to determine the accuracy of AGA's calculation and payment of the Royalty, not more than twice annually, Owner or Owner's duly authorized representatives shall be permitted to enter on the Property and AGA's workings during AGA's regular business hours and on advance notice from Owner to AGA for the purpose of inspection, but they shall enter on the Property at their own risk and in such a manner which does not unreasonably hinder, delay or interfere with AGA's operations. Owner shall have the right to examine and make copies of AGA's data, information and records regarding AGA's activities on the Property and its calculation of the royalty. Owner and its representatives shall comply with all of AGA's regulations and rules concerning activities on the Property and shall defend, indemnify and hold harmless AGA from and against all claims arising from entry on the Property by AGA and its representative. Owner's right and inspection shall apply to data, information and records stored off the Property.

7. **Compliance with Laws.** AGA shall at all times comply with all applicable federal, state and local laws, regulations and ordinances relating to AGA's activities and operations on or relating to the Property, including reclamation of conditions which AGA creates on the Property.

8. **Tailings and Residues.** All tailings, residues, waste rock, spoiled leach materials and other materials (collectively "Materials") resulting from AGA's operations and activities on the Property shall be AGA's sole property, but shall remain subject to the Royalty if they are processed or reprocessed and AGA receives revenues from such processing or reprocessing. If Materials are processed or reprocessed, the Royalty payable shall be determined by using commercially reasonable engineering, metallurgical and technical practices and standards.

9. **Property Maintenance.**

9.1 Title Maintenance and Taxes. Subject to AGA's right to surrender the Property in accordance with Section 5.5, AGA shall maintain title to the Property and shall make all payments necessary or appropriate to maintain the State Leases and Mining Claims in good standing.

9.2 Surrender of the Property. If AGA intends to abandon or surrender any of the Property (the "Abandonment Property"), AGA shall first give notice of such intention to Owner at least thirty (30) days in advance of the proposed date of abandonment or surrender. At any time before the date of AGA's proposed abandonment or surrender of the Property, Owner may deliver notice to AGA that Owner desires AGA to convey the Abandonment Property to Owner. In such case, AGA shall assign and convey the Abandonment Property to Owner without representation or warranty as to the physical condition or title of the Property and a bill of sale for the Personal Property, as defined in the Agreement. Owner shall assume and perform all obligations regarding the Abandonment Property which arise after the effective date of AGA's assignment and reconveyance, including all obligations under the State Leases and Mining Claims. If Owner does not timely request that AGA reconvey the Abandonment Property, Owner's right to do so shall be irrevocably terminated and AGA may abandon or surrender all or any part of the Abandonment Property in its sole discretion. On AGA's abandonment or reconveyance to Owner of the Abandonment Property, AGA's obligation to maintain the State Leases and Mining Claims and to pay the Royalty shall terminate in respect of the Abandonment Property, and AGA's obligations under this Deed shall terminate, except such obligations which accrue before the effective date of AGA's abandonment or reconveyance.

10. **General Provisions.**

10.1 Conflict. If a conflict arises between the provisions of this Deed and the provisions of the Agreement, the provisions of the Agreement shall prevail.

10.2 Entire Agreement. This Deed and the Agreement constitute the entire agreement between the parties.

10.3 Additional Documents. The parties shall from time to time execute all such further instruments and documents and do all such further actions as may be necessary to effectuate the purposes of this Deed.

10.4 Binding Effect. All of the covenants, conditions, and terms of this Deed shall bind and inure to the benefit of the parties and their successors and assigns.

10.5 No Partnership. Nothing in this Deed shall be construed to create, expressly or by implication, a joint venture, mining partnership or other partnership relationship between the parties. AGA shall have the exclusive discretion and right to conduct mineral exploration, development and mining activities in the Area of Interest, and AGA shall have no obligation, express of implied, to explore for, develop, or mine minerals in the Area of Interest, except AGA's work commitment obligations under the Agreement.

10.6 Governing Law. This Deed is to be governed by and construed under the laws of the State of Alaska.

10.7 Rule Against Perpetuities. To the extent the Royalty applies to any amendments or relocations of the Mining Claims subject to the Royalty, as from time-to-time amended, repealed, replaced or superseded, or any other federal law or regulation, including the conversion of any present interest in the Mining Claims included the Property to a lease, license, permit or other form of tenure or to any other rights or interests (including mineral rights) acquired by AGA or Owner within the Area of Interest which are made subject to this Area of Interest (each an "Acquired Interest"), Owner's Royalty rights in such Acquired Interest shall vest on the date of acquisition, subject to the terms of this Deed and the terms of this Deed. It is the express intention of the parties that the Royalty in respect of any Acquired Interest shall vest in Owner, and Owner's successors and assigns, as applicable, within a period of time that complies with the Rule Against Perpetuities (Uniform Act) as it may be amended from time-to-time, and the parties agree and covenant that a court of competent jurisdiction may reform the Royalty in a manner that implements the parties' intentions such that the Royalty is an effective and valid interest in the Acquired Interest. The parties irrevocably release and waive the applicability of the Rule Against Perpetuities to the Royalty and the Acquired Interest. Each of Owner and AGA agrees and covenants, for itself and its successors and assigns, that it will not commence any action or arbitration proceeding to declare the Royalty ineffective, invalid or void based on the Rule Against Perpetuities, and that it will not in any action or arbitration proceeding commenced by the other party, or its successors and assigns, as applicable, assert as a claim for relief or an affirmative defense against any claim for relief for enforcement of this Deed that this Deed is ineffective, invalid or void based on the Rule Against Perpetuities. A party's default of its obligations under the Section shall constitute a material default and breach of this Deed.

10.8 Notices. Any notices required or authorized to be given by this Deed shall be in writing and shall be sent either by commercial courier, facsimile, or by certified U.S. mail, postage prepaid and return receipt requested, addressed to the proper party at the address stated below or such address as the party shall have designated to the other parties in accordance with this Section. Such notice shall be effective on the date of receipt by the addressee party, except that any facsimiles received after 5:00 p.m. of the addressee's local time shall be deemed delivered the next day.

If to Owner:	Chulitna Mining Company LLC 7533 Pinebrook Road Park City, Utah 84098
	Mines Trust Co. 330 Bonnie Jean Court Anchorage, Alaska 99515
If to AGA:	Avidian Gold Alaska Inc. 960 Matley Lane #4 Reno, NV 89502
	c/o Dennis Peterson Peterson McVicar LLP 390 Bay Street, Suite 806 Toronto, Ontario, Canada M5H 2Y2

10.9 Dispute Resolution. If a dispute arises from this Deed or the performance or breach of this Deed, the parties agree to use the procedures prescribed in this Section. A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute. If the parties do not meet within ten (10) days following a party's delivery of notice of the dispute or if following the parties' timely meeting the dispute is not resolved, the parties agree to submit the dispute to mediation in accordance with the Commercial Mediation Rules of the American Arbitration Association, the parties will jointly appoint a mutually acceptable mediator and, if the parties are unable to agree upon an appointment within ten (10) days from the conclusion of the negotiations, to seek the assistance of the Superior Court of the State of Alaska in the Third Judicial District, for the appointment of a mediator pursuant to Rule 100 of the Alaska Rules of civil procedure. The parties agree to confer with the mediator within twenty (20) days following the mediator's appointment. If the parties are not successful in resolving the dispute through mediation, the dispute shall be settled by a legal action commenced by either party. The parties agree that any legal action concerning this Deed and the instruments executed and delivered by the parties pursuant to this Deed shall be heard and adjudicated in the Superior Court of the State of Alaska in the Third Judicial District, and the parties accept and submit to the jurisdiction of such court and agree and covenant to not object to the jurisdiction of such court and venue of the legal action in such court.

This Deed is effective November 21, 2016, regardless of the date on which the parties execute this Deed.

Chulitna Mining Company LLC

By______________________________
David Hedderly-Smith, Manager

Mines Trust Co.

By______________________________
William T. Hawley, President

Avidian Gold Alaska Inc.

By______________________________
D. Kenneth Brook Jr., President

)
) ss.
)

This Deed and Assignment With Reservation of Royalty Golden Zone Project was acknowledged before me on November ___, 2016, by David Hedderly-Smith, as Manager of Chulitna Mining Company LLC.

____
Notary Public

)
) ss.
)

This Deed and Assignment With Reservation of Royalty Golden Zone Project was acknowledged before me on November ___, 2016, by William T. Hawley, as President of Mines Trust Co.

____
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This Deed and Assignment With Reservation of Royalty Golden Zone Project was acknowledged before me on November ___, 2016, by D. Kenneth Brook, as President of Avidian Gold Alaska Inc.

____
Notary Public

Deed and Assignment With Reservation of Royalty Golden Zone Project
Exhibit A
Description of Property

State Leases

State of Alaska Uplands Mineral Lease ADL 580985 and State of Alaska Mill Site Lease ADL 547111

Mining Claims

State of Alaska Mining Claims described as the GZ 001 to GZ 065 mining claims, DL Nos. 721928 to 721992, posted June 5, 2016

Area of Interest
The Area of Interest shall include the lands described in the map attached to this Deed.

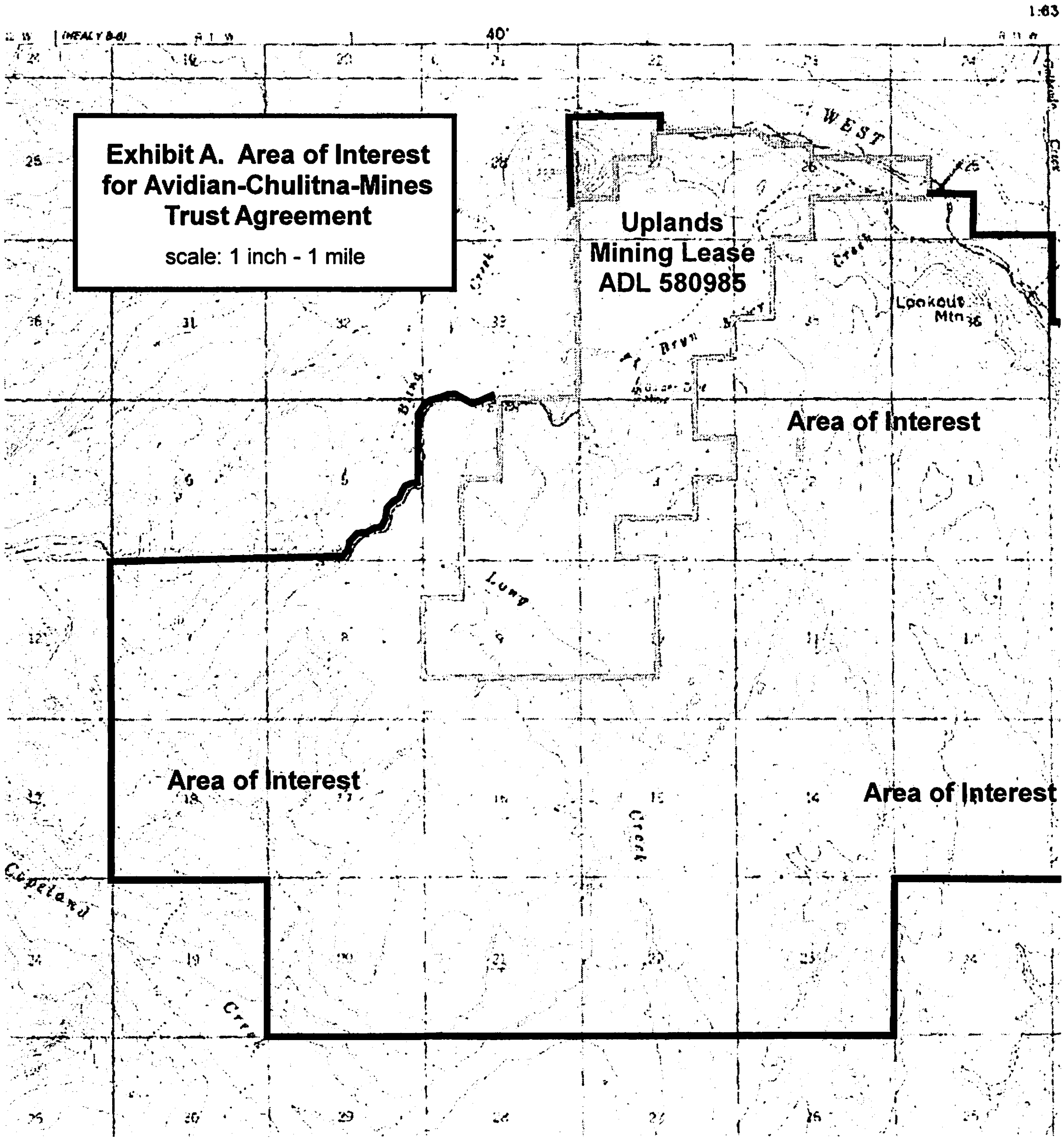
1:63
40'
Exhibit A. Area of Interest
for Avidian-Chulitna-Mines
Trust Agreement
scale: 1 inch - 1 mile
Uplands
Mining Lease
ADL 580985
WEST
Lookout
Mtn
Area of Interest
Area of Interest
Area of Interest
Creek
Copeland

Exhibit B
Net Smelter Returns

"Net Smelter Returns" means the actual amount of payment received by AGA from any independent custom smelter, mill, refinery, mint or other purchaser of ores, concentrates, metals and minerals (the "Products") mined and extracted from the Property and delivered for treatment and/or sale, after deducting therefrom, without duplication and to the extent charged to or paid by AGA.

(A) All charges and penalties for smelting, treatment, refining and, if applicable, minting done by such custom smelter, mill, refinery, mint or other purchaser.

(B) all transportation costs for the Products from the Property to the independent custom smelter, mill, refinery, mint or other purchaser.

(C) all sampling and assaying charges made or levied in connection with the sampling and assaying carried out after the Products have left the Property.

(D) all marketing costs, handling costs, storage costs and insurance premiums, and

(E) any taxes (other than income taxes), royalties or other charges or imposts imposed by any government with respect to the sale of such Products.

All charges and costs referred to in this Exhibit shall be at rates not exceeding those readily available on an arm's length basis.

AGA shall have the right to mine amounts of minerals reasonably necessary for sampling, assaying, metallurgical testing and evaluation of the minerals potential of the Property without initiating the obligation to make royalty payments.

Exhibit D
Bill of Sale

Bill of Sale

This Bill of Sale is entered on the date provided below made and executed by Chulitna Mining Company LLC, an Alaska limited liability company, and Mines Trust Co., an Alaska corporation (collectively "Seller"), in favor of and to Avidian Gold Alaska Inc. ("Buyer"), pursuant to a Purchase Agreement between the Buyer and Seller dated November 21, 2016 (the "Agreement"). This Bill of Sale concerns the sale by Seller to Buyer of certain data, technical information and related personal property regarding the Golden Zone Project located in Alaska (the "Property"), including data and information and related physical items which were collected or prepared by Seller and its affiliates (collectively, the "Data"). In consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller hereby assigns, conveys, sells and transfers to Buyer, and to Buyer's successors-in-interest and assigns, all of Seller's claims, right, title and interest in and to all of the Data, and for all purposes of this Bill of Sale, Data includes without limitation all geological, geochemical and geophysical maps, reports, surveys and tests; all drill hole maps, drill logs, drill core, drill cuttings, chip trays, and other samples taken from the Property, including duplicates and pulps; all engineering and metallurgical reports, studies and tests; all sample and assay logs, maps, reports and tests; all mineral resource and ore reserve calculations, estimates, reports, studies and tests; all anthropological, biological, cultural, environmental, meteorological, and other like reports, studies, surveys and tests; and all other data and related personal property items relating to the Property, including any such data in digital, electronic, magnetic, optical and written format, and the equipment, accessories and other items of personal property described in Exhibit A attached to and by this reference incorporated in this Bill of Sale.

No representation or warranty is given by the Seller to the Buyer, express or implied, with respect to the condition or operability of the Equipment.

Dated November 21, 2016.

Chulitna Mining Company LLC

By__________________________
David Hedderly-Smith, Manager

Mines Trust Co.

By__________________________
William T. Hawley, President

Bill of Sale
Exhibit A
Personal Property

Buildings, including a 20-man camp with crew building with office and kitchen, core shed, warehouse, small shop and various outbuildings and a well at the main camp on the uplands mining lease

ATCO trailers

Cabin and a house at the old upper camp

Shop, well house and well, generator and generator shack, outbuildings and trailer with storage and bunks for four at Colorado Station on Millsite lease (ownership of the buildings may actually vest with the State of Alaska under the terms of the leases).

Large Electrical generators (3):

Himoinosa Model DES60J; 60KW Generator, s/n: 0210006619

Whisperwatt Model DB-05011; 40KVA, 23KW Generator, s/n: 3615733

Large diesel generator, 100KW (?) currently set up in the old ore transfer shack below the old camp.

5-ton 6x6 Tractor – mid-60s vintage army-surplus 6x6 tractor, "Big Blue." The trailer is owned by Jay Holmberg or Mike Cox. Owner does not purport to transfer any title held by them

1993 Ford F-350 4x4 diesel truck; with lift-kit and with snorkels for river crossings, VIN: 2FTJW36MXPCB20860

2004 F-350 4x4 diesel truck, VIN: 1FDWW37P04EB13528

1987 (?) Dodge Diesel 4x4 diesel truck

1970s-vintage Chevrolet 1.5-ton 2wd dual axle flatbed truck.

Kubota RTX 900R 2005 diesel UTV.

Honda TRX 300FW 4x4 ATVs (8 or 9) :
1988 Honda TRX300FW 4x4 4-wheeler (red/blue)
1991 Honda TRX300FW 4x4 4-wheeler (blue)
1996 Honda TRX300FW 4x4 4-wheel (green), VIN : 478TE1501TA816087
1996 Honda TRX300FW 4x4 4-wheel (red), VIN : 478TE1508TA807774
1998 Honda TRX300FW 4x4 4-wheeler (red)
1998 Honda TRX300FW 4x4 4-wheeler (green)
1999 Honda TRX300FW 4x4 4-wheel (tan?)
???? Honda TRX300FW 4x4 4-wheeler (green)

Radios – 8 or 10 I-Com M-88 walkie-talkies plus base station

Color flat-screen TV.

Tools – including core saws (1 gas [Honda], 1 electric & 1 hydraulic), welder, small generator, miscellaneous hand tools.

Supplies, including numerous varied sample bags and tags, safety equipment, camp supplies.

Samples and core from previous explorations.

Data – all geologic, engineering, etc. data related to the Golden Zone property in the hands of CMC and MTC is to be transferred to AVD. Much of this data is in electronic files that have already been transferred to Avidian. Other data is in file cabinets and map files in the Golden Zone office at Alaska Earth Sciences, 11401 Olive Lane, Anchorage, AK 99515. A gun safe and firearms and some field equipment in the safe in the office are owned by D.A. Hedderly-Smith & Associates and are not included in the personal property subject to the Agreement

Items owned by Mines Trust Co and included in this listing of personal property include the shop, well house and well, generator and generator shack, dilapidated generators, outbuildings and trailer with storage and bunks for four and some hand tools. Ownership of the buildings may actually vest with the State of Alaska under the terms of the State Leases/

Most of the equipment (including fuel tanks) and tools at Colorado Station (on the Millsite lease) are owned by Jay Holmberg. Owner does not purport to transfer any title held by Jay Holmberg.

Exhibit E

ENVIRONMENTAL INDEMNITY PROVISIONS

Mines Trust Co and Chulitna Mining Company, LLC, (collectively "Indemnitee")

Avidian Gold Alaska Inc. ("Indemnitor")

Avidian Gold Inc. ("Affiliate").

1. DEFINITIONS.

For purposes of this Indemnity, the following capitalized terms shall have the following meanings:

(a) "Claim" means any actual, potential or threatened claim, demand, suit, action, cause of action, cost recovery action, proceeding (administrative, arbitral or otherwise), prosecution, litigation, review, Governmental Authority audit, appeal, investigation, fine, charge, ticket, summons, citation, direction, inquiry, order, pollution abatement order, pollution prevention order, remediation order, notice, any administrative or regulatory requirement or determination of any kind whatsoever and any other assertion of or with respect to liability or responsibility of any kind arising from Buyer's activities on the Property and in the Area of Interest, asserted or threatened, formally or informally, pursuant to or based upon Environmental Laws, or pursuant to any agreement or contract or at common law or in equity (whether arising in respect of tort, contract or otherwise);

(b) "Contaminants" means any mercury, radioactive materials, asbestos, asbestos-containing materials, urea formaldehyde, vermiculite, hydrocarbons, leachate, PCBs, PCB-containing equipment or materials, lead, petroleum products, pollutants, fuels, solvents, lubricants, contaminants, deleterious substances, dangerous substances or goods, hazardous substances, corrosive substances, toxic substances, special waste, hazardous waste, refuse, waste, pesticides, defoliants or any other substance, solid, liquid, gas or any combination of any of them, the storage, manufacture, handling, disposal, burial, treatment, generation, use, transport, remediation, Release into, or presence in, the environment of which is prohibited, controlled or regulated under Environmental Laws or may constitute toxics, pollutants, or "hazardous materials" under Environmental Laws;

(c) "Contamination" means the presence of Contaminants in the environment (including, but not limited to, the soil, surface water, groundwater, substrata or ambient air) concentrations above those permitted by or requiring remediation under Environmental Laws;

(d) "Environmental Condition" means:

(i) the presence of any Contaminants in, on, above, at or under the Property;

(ii) the presence of any Contaminants in, on, above, at or under any sediments, soil or other lands (including sea and river beds and other aquatic lands), ocean, river, stream, surface, subsurface and ground waters or buildings, improvements or structures other than the Property where such Contaminants originated, migrated, or otherwise resulted from, any operation or activity on, the Property at any time; and

(iii) any damage, Contamination, pollution, impairment, alteration, diminution in value, destruction of or injury to, human health or safety or to the environment resulting from any activity, operation, act or omission of any kind whatsoever on, at or relating to the Property, including damage, Contamination, pollution, impairment, alteration, diminution in value, or destruction of or injury to fish, fish habitat, wildlife, crops, livestock, lands, soil, ambient air, surface water, sediments, subsurface strata, groundwater and drinking water supplies, on or of the environment.

in each such case arising from or relating to AGA's activities on the Property and in the Area of Interest, including as a result of any Release from the Property, the handling of Contaminants or a breach or non-compliance with Environmental Laws or leases and permits issued pursuant to Environmental Laws;

(e) "Environmental Laws" means any and all federal, state, provincial, municipal and local laws, statutes, by-laws, regulations, rules, orders, standards, policies, guidelines, protocols, codes and judgments of any Governmental Authority having the force of law (a) relating to pollution (or the cleanup thereof) or the protection of natural resources endangered or threatened species, human health or safety, or the environment (including soil, ambient air, surface water, sediments, subsurface strata, groundwater and drinking water supplies); or (b) concerning the presence of exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Contaminants;

(f) "Environmental Liabilities" means any and all liabilities and obligations, arising from or relating to AGA's activities on the Property and in the Area of Interest, relating to any Environmental Condition, including any Claims or Expenses related thereto or arising in connection therewith (including remediation cost recovery claims, legal and consultants fees and expenses, the costs of clean up, response, investigation, monitoring, removal, treatment, storage and disposal of Contaminants and remediation of any Environmental Condition);

(g) "Expenses" means all liabilities, obligations, duties, losses (including economic loss), damages (including consequential, indirect, special and punitive damages), costs, expenses (including legal fees and expenses, and fees and disbursements of experts, consultants and contractors, and costs and expenses with respect to or related to security bonds, investigation, survey, sampling, testing, remediation, reclamation, monitoring and reporting and other services), penalties, fines and monetary sanctions and all amounts paid to settle a Claim, or to satisfy any judgment, order, decree, directive, award or other obligation to pay any amount of whatever nature or kind;

(h) "Governmental Authority" means any federal, provincial, state, municipal, county or regional government or governmental or regulatory authority, domestic or foreign, or court and includes any department, commission, bureau, board, administrative agency or regulatory body of any of the foregoing;

(i) "Property" the State of Alaska mining leases and the State of Alaska mining claims identified in the Purchase Agreement Golden Zone, and related documents among Mines Trust Co. and Chulitna Mining Company, LLC as Seller; Avidian Gold Alaska Inc. as Buyer; and Avidian Gold Inc. as Guarantor;

(j) "Purchase Agreement" means the Purchase Agreement Golden Zone, dated as of the date hereof, among the Seller, the Buyer, and Avidian Gold Inc. as Guarantor;

(k) "Release" means any actual or threatened release, spill, leak, emission, discharge, leach, dumping, migration, pumping, pouring, emitting, emptying, injecting, spraying, burying, abandoning, incinerating, seeping, escape or disposal to the extent not permitted under or in violation of any Environmental Laws.

2. INDEMNITY.

The Indemnitor and Affiliate hereby agree to indemnify, defend and save harmless the Indemnitee and each of its future, current and past members, managers, affiliates and associated and related entities and their respective directors, officers, employees, agents, predecessors, successors and assigns and the heirs, personal representatives, administrators, predecessors, successors and assigns of any of the foregoing, from and against any and all Claims and Expenses relating to, resulting from, arising out of, related to or in connection with, directly or indirectly, any and all Environmental Conditions and Environmental Liabilities of the Property. The Indemnitor shall indemnify, defend and hold harmless the Indemnitee from any and all damages, costs, expenses and claims of liability asserted against the Indemnitee by a third party, including without limitation any Governmental Authority, for bodily injury including death, physical damage to or loss of use of property or clean-up or investigation activities (remedial or removal), remedial action costs or natural resource damages, arising out of or relating to the Release or threat of Release by Buyer of a Contaminant or an actual or alleged violation of Environmental Law caused or arising as a result of any Release by Buyer from the Property.

Indemnitor and Affiliate acknowledge that the Indemnitee has disclosed that the Property has been used for mining activities and that mercury, fuels, solvents, lubricants and other chemicals may have been used and may have been disposed of therein that may constitute Contaminants and that commercial and household refuse has been disposed of and buried on the Property.

Exhibit F
Guaranty of Avidian Gold Inc.

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT ("Guaranty") is made as of November 21, 2016, by Avidian Gold Inc. (the "Guarantor") in favor of Mines Trust Co and Chulitna Mining Company LLC ("Seller").

RECITALS

A. Seller has entered into a Purchase Agreement Golden Zone Project and related documents ("Purchase Agreement") dated as of the date hereof with Avidian Gold Alaska Inc. ("Buyer") pursuant to which Seller has agreed to sell certain State of Alaska mining Leases, State of Alaska mining claims and personal property as described in the Purchase Agreement and related documents. Capitalized terms not otherwise defined herein shall have the meanings given in the Purchase Agreement and related documents.

B. Pursuant to the terms of the Purchase Agreement, the execution and delivery of this Guaranty is a material condition precedent to Seller's obligation to enter into the Purchase Agreement.

C. Guarantor is an affiliated entity of Buyer.

NOW THEREFORE, in consideration of the obligations in the Purchase Agreement and related documents between the Seller and Buyer, and for other good and valuable consideration receipt of which Guarantor hereby acknowledges, Guarantor agrees as follows:

AGREEMENT

1. Guaranteed Obligations. Guarantor absolutely and unconditionally guarantees all the obligations of the Buyer under the Purchase Agreement and related documents, including but not limited to payment to Seller when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) of all indebtedness, liabilities and obligations whatsoever of Buyer owing to Seller, whether presently existing or hereafter arising (collectively, the "Obligations"), without set-off, counterclaim, recoupment or deduction of any amounts owing or alleged to be owing by Seller to Buyer and including, without limitation, indebtedness, liabilities and obligations arising pursuant to the Purchase Agreement and related documents. Without limiting the foregoing, Guarantor specifically guarantees payment of any judgment entered against Buyer and any damages that may be awarded in any action brought against Buyer by Seller. This Guaranty is a guaranty of payment and not merely of collection.

2. Guarantor's Consent. Guarantor hereby consents to all terms and condition of agreements heretofore or hereafter made between Seller and Buyer (including without limitation the Purchase Agreement and related documents) and further consents that Seller may without further consent or disclosure and without affecting or releasing the obligations of Guarantor hereunder: (a) surrender, exchange, release, assign, or sell any collateral or waive, release, assign, sell, or subordinate any security interest, in whole or in part; (b) waive or delay the exercise of any rights or remedies of Seller against Buyer; (c) waive or delay the exercise of any rights or remedies of Seller against any surety or guarantor (including, without limitation, rights or remedies of Seller against Guarantor under this Guaranty); (d) waive or delay the exercise of any rights or remedies of Seller in respect of any collateral or security interest now or hereafter held; (e) release any surety or guarantor; (f) renew, extend, waive or modify the terms of any

Obligation or the obligations of any surety or guarantor, or any instrument or agreement evidencing the same; (g) renew, extend, waive or modify the terms of any deed of trust, mortgage, pledge, assignment, security agreement or other security document; (h) apply payments received from Buyer or any surety or guarantor (including Guarantor) or from any collateral, to any indebtedness, liability, or obligations of Buyer or such sureties or guarantors whether or not an Obligation hereunder; and (i) realize on any security interest, judicially or nonjudicially, with or without preservation of a deficiency judgment.

3. Guarantor's Waiver. Guarantor waives any action on delinquency in respect of the Obligations or any part thereof, including any right to require Seller to sue Buyer or any guarantor or surety obligated with respect to the Obligations or any part thereof, or otherwise to enforce payment thereof against any collateral securing the Obligations or the obligations of any guarantor of surety or any part thereof. Guarantor further waives notice of: (a) Seller's acceptance of this Guaranty or its intention to act or its actions in reliance hereon; (b) the present existence or future incurring of any Obligations or any terms or amounts thereof or any change therein; (c) any default by Buyer or any surety or guarantor; (d) the obtaining of any guaranty or surety agreement (in addition to this Guaranty); (e) the obtaining of any pledge, assignment or other security for any Obligations; (f) the release of any surety or guarantor; (g) the release of any collateral; (h) any change in Buyer's business or financial condition; (i) any renewal, extension or modification of the terms of any Obligation or of the obligations or liabilities of any surety or guarantor or any instruments or agreements evidencing the same; (j) any acts or omissions of Seller consented to in Section 2 hereof; and (k) any other demands or notices whatsoever with respect to the Obligations or this Guaranty. Guarantor further waives notice of presentment, demand, protest, notice of nonpayment and notice of protest in relation to any instrument or agreement evidencing any Obligation.

4. Guarantor's Knowledge of Buyer's Economic Conditions. Guarantor represents and warrants to Seller that it has reviewed such documents and other information as it has deemed appropriate in order to permit it to be fully apprised of Buyer's financial condition and operations and has, in entering into this Guaranty made its own credit analysis independently and without reliance upon any information communicated to it by Seller. Guarantor expressly waives any requirement that Seller advise, disclose, discuss or deliver notice to Guarantor regarding Buyer's financial condition or operations or with respect to any default by Buyer in its performance of the Obligations whether or not knowledge of such condition, operations or default is or reasonably could be in the possession of Guarantor and whether or not such knowledge is in the possession of Seller before or after the extension of any credit giving rise to Obligations by Buyer.

5. Unconditional Guaranty. The obligations of Guarantor under this Guaranty are absolute and unconditional without regard to the obligations of any other party or person.

6. Waiver of Subrogation. Guarantor hereby irrevocably waives all claims it has or may acquire against Buyer in respect of the Obligations, including rights of exoneration, reimbursement and subrogation. Guarantor agrees to indemnify Seller, and hold it harmless from and against all loss and expense, including legal fees, suffered or incurred by Seller as a result of claims to avoid any payment received by Seller from Buyer, or for its account or from collateral, with respect to the Obligations of Buyer guarantied herein.

7. Expenses; Default Interest. Guarantor agrees to pay all expenses of Seller in connection with the execution and delivery of this Guaranty and its enforcement, including, without limitation, fees and expenses of counsel and other costs of collection. If Guarantor shall fail to pay any amount when due hereunder, such amount shall bear interest from the due date until paid at a rate per annum equal to the State of Alaska legal interest rate plus two percent (2%).

8. No Reliance. Guarantor acknowledges that Seller **MAY** obtain other guaranties and collateral to secure the repayment of the Obligations. Guarantor represents and warrants to Seller, however, that in making this Guaranty it is not relying upon Seller's obtaining any guaranty agreements (other than this Guaranty) or any collateral pledged or assigned to secure repayment of the Obligations. Guarantor specifically acknowledges that Seller's obtaining any such guaranty agreements or collateral is not a condition to the enforcement of this Guaranty. If Seller should simultaneously or hereafter elect to attempt to take additional guaranty agreements or collateral to secure repayment of the Obligation and if its efforts to do so should fail in any respect including, without limitation, a determination that the agreement purporting to provide such additional guaranty or security interest is invalid or unenforceable for any reason, this Guaranty shall, nonetheless, remain in full force and effect.

9. Seller's Remedies. No delay in making demand on Guarantor for satisfaction of the obligations of Guarantor hereunder shall prejudice Seller's right to enforce such satisfaction. All of Seller's rights and remedies shall be cumulative, and any failure of Seller to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any time and from time to time hereafter. In the event Seller in its sole discretion elects to give notice of any action with respect to the sale of collateral, if any, securing the Obligations or any part thereof, Guarantor agrees that ten (10) days prior written notice shall be deemed reasonable notice of any matters contained in such notice.

10. No Double Recovery. Notwithstanding any of the foregoing, Seller's right of recovery from Guarantor is subject to and limited by all amounts, if any, received by Seller from Buyer both before and after any default by Buyer of the Purchase Agreement or any related documents. Seller is not required to first pursue recovery from Buyer, but Seller must offset any amounts it receives from Buyer or through execution of its remedies under the Loan Documents from the amount of its recovery against Guarantor.

11. Governing Law. This Guaranty shall be governed by and construed in accordance with the internal laws of the State of Alaska.

12. Consent to Jurisdiction; Waiver of Immunities. Guarantor hereby irrevocably submits to the jurisdiction of any State or federal court sitting in Fairbanks, Alaska, in any action or proceeding brought to enforce or otherwise arising out of or relating to this Guaranty and irrevocably waives to the fullest extent permitted by law any objection which it may now or hereafter have to the laying of venue in any such action or proceeding in any such forum, and hereby further irrevocably waives any claim that any such forum is an inconvenient forum. Guarantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law. Nothing herein shall impair the right of Seller to bring any action or proceeding against Guarantor or its property in the courts of any other jurisdiction and Guarantor irrevocably submits to the nonexclusive jurisdiction of the appropriate courts sitting in any place where property of Guarantor is located.

13. Assignment. This Guaranty shall inure to the benefit of Seller and its successors and assigns. Seller may at any time assign or otherwise transfer all or any part of its interest under this Guaranty and to the extent of such assignment, the assignee shall have the same rights and benefits against Guarantor and otherwise under this Guaranty (including the right of setoff) as if such assignee were Seller. Seller may assign any or all of the Obligations and such assignment shall be deemed to include a corresponding assignment of all or a corresponding part of this Guaranty. This Guaranty shall be binding upon Guarantor and Guarantor may not assign or otherwise transfer all or any part of its rights or obligations hereunder without the prior written consent of Seller, and any such assignment or transfer purported to be made without such consent shall be ineffective.

14. Severability. Any provision of this Guaranty which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. To the extent permitted by applicable law, Guarantor waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

IN WITNESS WHEREOF Guarantor has caused its duly authorized officers to execute and deliver this Guaranty as of the date first above written.

GUARANTOR: **AVIDIAN GOLD INC.**

By:____________________________________

Its:____________________________________