

OPTION AGREEMENT

Entered into as of April 22, 2016 (the "Effective Date")

BETWEEN: **GLOBEX MINING ENTERPRISES INC. ("Globex")**, a corporation legally constituted under the *Mining Companies Act*, and continued under the regime of Part 1A of the *Companies Act* by Certificate dated November 4, 1985, having its head office at 89 Belsize Drive, Toronto, Ontario M4S 1L3, herein acting and represented by Mr. Jack Stoch, its President, duly authorized for the purposes herein as he so declares;

(hereinafter referred to as the "Globex")

AND: **Sunset Cove Mining** a corporation legally constituted in **British Columbia**, having its head office at 1155 Rene-Levesque Boulevard West, Suite 2500, Montreal, Quebec, Canada H3B 2K1, herein acting and represented by Lorne Woods, President and CEO, duly authorized for the purposes herein as he so declares;

(hereinafter referred to as **Sunset**)

WHICH PARTIES HAVE AGREED AS FOLLOWS:

OPTION

1. Globex hereby grants Sunset, hereto present and accepting, effective as of the Effective Date, subject to the terms and conditions hereinafter set out, the option (the "Option") to acquire a 100% legal and beneficial interest in the mineral property referred to as the **Houlton Woodstock Manganese Property** located in Carleton County, Province of New Brunswick, and comprised of **32 claims** mining claims described in Schedule A attached hereto (hereinafter referred to as ("the Property")), subject to the 3% Gross Metal Royalty described herein.

Globex agrees, for the purpose of registering the transfer of its interest and title in the Property, to execute and deliver to Sunset contemporaneously with the completion of all the terms of Section 5.1 of this Option Agreement, (the "Option Agreement"), a valid "Mining Rights Transfer Application" as required under the *Mining Act*.

Initials:

JS *Woods*

WARRANTY

2. This option to purchase is made with legal warranty with respect to title.

REPRESENTATIONS

3.1 Representations of Globex: Globex represents and warrants that:

- 3.1.1 it is a legal person duly incorporated, organized, validly existing and in good standing under the laws of the Canada;
- 3.1.2 it has the absolute right, authority and capacity to enter into this Option Agreement, to carry out and complete the sale of the Property and to convey its interest in the Property to Sunset;
- 3.1.3 it is the owner of an unencumbered one hundred percent (100%) right, title and interest in the Property and the Property is registered under the name of Globex at the Register of real and immovable mining rights;
- 3.1.4 the Property is free and clear of any hypothecs, liens, leases, charges and encumbrances and to the best of Globex's knowledge there are no reclamation or similar orders from regulatory bodies with respect to environmental disturbances or clean up;
- 3.1.5 the Property has been legally and properly designated and registered in accordance with the applicable laws of the Province of New Brunswick and is valid and in good standing as of the Effective Date and to the best of Globex's knowledge there is no claim or basis for claim that the claims comprising the property are invalid;
- 3.1.6 no person has any royalty or other interest whatsoever in production or profits from the Property or any portion thereof ;
- 3.1.7 it is not a "non resident" of Canada as defined in the *Income Tax Act* (Canada) and the *Taxation Act* (Ontario); the representative of Globex also making said declaration with the same force and effect as if made under oath in virtue of the *Canada Evidence Act*; and
- 3.1.8 it understands all terms of this Option Agreement and has had the opportunity to engage independent counsel as required to ensure its understanding of this Option Agreement.

3.2 Representations of Sunset: Sunset represents and warrants that:

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3.2.1 it is a legal person duly incorporated, organized, validly existing and in good standing under the laws of the Province of British Columbia; and

3.2.2 it has the full power, absolute authority and capacity to enter into this Option Agreement, to carry out the transactions contemplated hereby and to fulfil the obligations contained herein.

POSSESSION

4.1 Sunset, subject to meeting all the terms of clause 5.1 of this Option Agreement, shall be the legal owner of the Property retroactively as and from the Effective Date with possession and occupancy thereof as of the Effective Date.

4.2 Globex upon signing the Option Agreement will provide copies of all data and reports in its possession to Sunset at Sunsets cost.

OPTION TERMS

5.1 Sunset can exercise the Option and earn a 100% interest in the Property by making aggregate cash payments of \$200,000 to Globex, issuing an aggregate of 4,000,000 common shares to Globex and incurring aggregate exploration expenditures of \$1,000,000 on the Property as follows:

(a) Paying \$200,000 in cash to Globex as follows:

- (i) \$100,000 upon signature of this agreement (FIRM OBLIGATION)
- (ii) \$100,000 on or before the date which is 12 months from the Effective Date of this Option Agreement; (FIRM OBLIGATION)

(b) Issuing 4,000,000 common post consolidation shares of Sunset to Globex as follows:

- (i) 1,000,000 common shares on or before the fifth business day after TSX Venture Exchange acceptance of this Option Agreement; (FIRM OBLIGATION)
- (ii) 1,000,000 common shares on or before the 1st anniversary of the Effective Date of this Option Agreement; (FIRM OBLIGATION)
- (iii) 2,000,000 common shares on or before the 2nd anniversary of the Effective Date of this Option Agreement.

Initials: JS. McL

(c) Incurring aggregate exploration expenditures of \$1,000,000 on the Property as follows:

- (i) \$500,000 in exploration expenditures to be completed on or before the 1st anniversary of the Effective Date of this Option Agreement;
- (ii) An additional \$500,000 in exploration expenditures to be on or completed before the 2nd anniversary of the Effective Date of this Option Agreement; and
- (iii) Deliver to the Vender a Preliminary Economic Assessment (PEA) drawn up in accordance with all then current professional standards. On or before the forth anniversary of the Effective Date.

5.2 The cash and share payments set out in sections 5.1(a)(i) and (ii) and 5.1(b)(i) and (ii) are firm commitments and must be made even in the event that Sunset terminates this Option Agreement and chooses not to exercise the Option granted hereby. It is understood by the parties that, with the exception of these firm commitments, this Agreement confers an option only and, except as otherwise expressly provided herein, the doing of any act or the making of any cash or share payment or incurring of any exploration expenditure by a party shall not be construed as obligating such party to do any further or other act or make or incur any further or other payment or expenditure. Any of the cash payments, share issuances and required expenditures may be made or incurred prior to the due dates set out above. Any cash payment, share issuance or expenditure made or incurred prior to its deadline shall be credited towards future cash payments, share issuances or expenditures required under this Option Agreement.

5.3 When Sunset has paid \$200,000 to Globex, issued 4,000,000 post consolidation common shares to Globex and incurred aggregate exploration expenditures of \$1,000,000 on the Property, and delivered a Preliminary Economic Assessment (PEA) Sunset will have vested an undivided beneficial 100% right, title and interest in the Property, subject to the 3% GMR, and the Option will have been exercised in full.

5.4 Gross Metal Royalty (GMR)

5.4.1 A Gross Metal Royalty ("GMR") calculated in accordance with section 5.4.2 shall be payable to Globex on all metals produced from the Property in the following percentages:

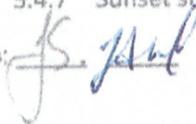
- (a) 3% GMR shall be payable in cash or in kind at the Venders sole discretion upon the date of delivery of the metals by a processing facility in US dollars.

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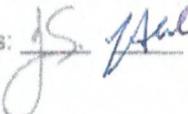
- 5.4.2 For the purposes of this Option Agreement, "**Gross Metal Royalty**" shall be defined as the agreed upon percentage (as determined in accordance with section 5.4.1) of the value of all metals including but not limited to manganese iron, precious metals, base-metals, industrial minerals, compounds, etc. produced from the Property as delivered by an arms length or wholly owned or partially owned processing facility. No costs of any kind whatsoever, including transportation, smelter or treatment charges, shall be deducted from the value of the metals, minerals compounds, etc. produced from the Property in the calculation of the GMR.
- 5.4.3 The GMR shall be paid, at Globex's exclusive option, in cash or in kind at the processing facility immediately upon delivery of the metals, minerals or compounds, provided that Globex will be required to elect on an annual basis at the end of Sunset's fiscal year which form Globex wishes to receive payment in and payment shall be in the form so elected for the balance of the fiscal year.
- 5.4.4 Sunset and Globex shall instruct the processing facility which produces the metals, minerals or compounds that are derived from the Property to deposit Globex's GMR in a separate account in the name of Globex. Sunset shall have no control over or interest in such account. The form and content of the instructions contemplated by this section shall be at the discretion of Globex, subject to the requirement to make an election as to form of payment on an annual basis as set out in section 5.4.3. The GMR shall be separate as to ownership; this is to say that Globex's GMR and metals, minerals or compounds shall be, immediately upon production, the exclusive property of Globex.
- 5.4.5 Sunset shall have the right to commingle ores and minerals from the Property with ores and minerals from other properties. Where commingling occurs, Sunset shall calculate from representative samples the average grade of the ore and shall weigh (or calculate by volume) the ore before commingling. If concentrates are produced from the commingled ores by Sunset, Sunset shall also calculate from representative samples the average recovery percentage for all concentrates produced during the calendar quarter. Prior to commingling ores, minerals or concentrates, Sunset shall provide to Globex written procedures to be used in commingling, which written procedures shall be based upon practices common in the industry.
- 5.4.6 Sunset, in its sole discretion, shall be entitled to determine whether to commence commercial production on the Property and to choose the processing facility or facilities to be used to process the ore derived from the Property.
- 5.4.7 Sunset shall have the right to hedge its share of production.

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CONDITIONS

- 6.1 Sunset shall maintain the Property and do all things necessary to maintain title to the Property, including paying all required taxes and fees and submitting all technical work for assessment credit. Globex will provide to Sunset copies of notices received with respect to the property.
- 6.2 Sunset shall, during the currency of the option, or upon earning 100% interest in the property, provide Globex with proof of claims renewal and forward a copy of said documents to our Claim Manager at Globex within 30 days of renewal. A proof of assessment work should also be forwarded to our office within 30 days.
- 6.3 Sunset may sell or transfer the Property to a third party subject to the approval of Globex, such approval not to be unreasonably withheld and, conditional upon Sunset providing Globex with a written undertaking (the "Written Undertaking") by the third party to be immediately provided to Globex to respect all the conditions of this Option Agreement, and more particularly, the conditions pertaining to the payment of the Gross Metal Royalty. If such third party fails to comply with any provision of the Option Agreement, it will be in default of the Option Agreement and subject to the provisions of sections 6.6 and 6.7. If title to the Property has been transferred to the third party, Globex will have the right to refuse to accept the return of the Property. In such case, the Property and any liabilities associated with the Property will remain that of the third party.
- 6.4 After commercial production commences Sunset shall provide Globex with (i) within 30 days after the end of each financial quarter, an accurate accounting of all metal production from the Property, and (ii) an audit of metal production together with the calculation of the payable Gross Metal Royalty within thirty days after the end of Sunset's financial year end.
- 6.5 This Option Agreement can be terminated at any time by Sunset by giving Globex thirty (30) days written notice and fulfilling the conditions as provided for in paragraph 6.10. In the event that Sunset decides to abandon all or part of the Property, Sunset shall first offer to return the Property or part thereof being abandoned to Globex. Any part of the Property returned to Globex must be in good standing with at least two (2) years good standing as to taxes and assessment work and the Property being free of any and all environmental or other liability resulting from Sunset's work on the Property.
- 6.6 Sunset shall maintain the Property in an environmentally sound state and respect all environmental, provincial, federal and municipal laws and regulations with respect to the work Sunset carries out on the Property. Further Sunset shall save Globex and Globex's Gross Metal Royalty harmless from the results of any acts or

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omissions by Sunset. Sunset agrees in any and all cases to pay all costs required to protect Globex's interests and Gross Metal Royalty.

- 6.7 Should the payment of cash consideration, required share issuances and exploration expenditures set out in section 5.1 not be completed in full on or before their respective due dates then the Option shall terminate and Sunset shall earn no interest in the Property pursuant to the terms of this Option Agreement. In such event Sunset shall be required to immediately transfer legal title to the Property to Globex.
- 6.8 Where a party is in default with respect to the performance of any of its duties or obligations under this Option Agreement, a non-defaulting party may provide written notice to the defaulting party specifying the default. If within 15 days (or, if such default cannot reasonably be cured within 15 days, within such period as may reasonably be required to cure such default) after the giving of notice of default by the non-defaulting party or parties, the defaulting party has failed to cure the default, the non-defaulting party shall then be entitled to seek any remedy it may have on account of such default including the return of the property in the event of a failure to cure a default under section 5.4. The defaulting party shall not lose any rights under this Agreement, nor shall the Agreement or the Option, as the case may be, terminate upon notice of the default being given by the non-defaulting party. In the event of a default under section 5.4 the fifteen day period referred to herein shall be reduced to 10 business days. Any action by a receiver or a court to seize the assets of Sunset, or a filing for bankruptcy by Sunset shall be considered an event of default under this Option Agreement.
- 6.9 Any dispute arising out of or in connection with this Option Agreement shall be resolved in the following manner:
- (a) the disputing party will provide the particulars of the dispute to the non-disputing party as soon as practicable;
 - (b) upon the non-disputing party receiving the particulars, the non-disputing party will have 10 business days to provide the disputing party with a response to the particulars;
 - (c) upon the disputing party receiving the non-disputing party's response, the parties will have 10 business days thereafter during which they may attempt to resolve the dispute;
 - (d) if the parties are unable to resolve the dispute within 10 business days, the dispute will be submitted by the parties to a mutually agreed upon Expert for resolution and the parties will split equally the costs incurred for this dispute resolution process;
 - (e) if the parties are unable to agree upon an Expert for the dispute within 10 business days after the end of the period referred to in subsection (c) or if one or both of the parties refuses to accept the decision of the Expert, the

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parties will submit the dispute to arbitration as described in subsection (f) below;

- (f) any dispute which is not resolved by the dispute resolution process as contemplated by this section, will be submitted to binding arbitration pursuant to the provincial commercial arbitration statute in effect in Ontario at the time of such dispute, and the costs of such arbitration will be paid as determined pursuant to the arbitration.

6.10 This Option Agreement can be terminated by mutual consent of the parties at any time.

6.11 Upon termination of this Option Agreement, Sunset shall immediately make payment of any amounts that have come due prior to the date of termination pursuant to sections 5.1(a)(i) and (ii), 5.1(b)(i) and (ii) and 5.4. Furthermore Sunset shall return all data and reports provided to it by Globex pursuant to paragraph 4.2 and all data and reports relating to the Property generated for or by Sunset during the term of the Option Agreement. Sunset shall immediately transfer at its expense such title to the Property to Globex or its designate, free and clear of all encumbrances. Furthermore, Sunset shall timely remove all of its equipment and supplies from the Property and leave the Property in a clean, safe and environmentally acceptable condition with respect to work completed by Sunset during the term of the Option Agreement, including but not limited to, being in compliance with its work permits.

MISCELLANEOUS PROVISIONS

7.1 If the Property is not placed into commercial production by the 6th anniversary of the Effective Date, Sunset will pay Globex an advance royalty payment of \$20,000 per year commencing on the 6th anniversary of the signing of the agreement. Any advance royalty payment will be deducted from future GMR payments starting in the first year that the GMR becomes payable and continuing until all advance royalty payments have been recovered by Sunset. Sunset shall not be required to make payments under this section in the event that Sunset terminates this Option Agreement prior to earning its interest in the Property. After Sunset earns its interest in the Property, Sunset shall have the option of returning the Property to Globex, in which case the requirement to make payments under this section will cease.

7.2 This Option Agreement shall ensure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

7.3 The invalidity of any particular provision of this Option Agreement shall not affect any other provision herein, and in such event; this Option Agreement shall be construed as if such invalid provision was omitted.

Initials:

JS *Paul*

- 7.4 This Option Agreement shall be governed and interpreted in accordance with the laws of the Province of Ontario.
- 7.5 Whenever the context so requires, the singular shall be interpreted as plural and vice versa and the masculine gender as feminine or neuter, or firms and corporations and vice versa.
- 7.6 Sunset will upon registration of the "Mining Rights Transfer Application" submit a certified copy of this Option Agreement as an attachment and integral part of the transfer of legal title to the Property. Any third party acquiring a registrable interest in the Property shall likewise register the Option Agreement and the Written Undertaking as outlined in clause 6.2 against their interest.
- 7.7 Sunset shall provide Globex with monthly progress reports related to the Property including but not limited to tonnage mined, grade of material mined, tonnes and grade of ore shipped for milling, quantities of and grade of concentrate shipped for refining, plans for the next mining period and any and all data in any way related to Globex's Gross Metal Royalty or other ongoing interests.
- 7.8 Sunset and Vendor shall provide to each other with draft press releases that relate to the Property at least 48 hours prior to their issuance, subject to any securities regulations or order of securities authorities.
- 7.9 Sunset shall provide Globex, upon 48 hours written notice being provided by Globex, with access to the Property and all technical, financial, accounting or other data or personnel including contractors, mineral processing firms, etc. that Globex deems necessary to study in order to understand, plan, assess and verify any matters Globex deems relate in any way to Globex's Gross Metal Royalty (GMR). Globex at its expense may make copies of any such data which will be kept confidential unless it is required to be distributed to legal or securities authorities. Globex shall indemnify and hold harmless Sunset and their directors, officers, employees and contractors from all claims, judgements, actions, damages and other liabilities whatsoever resulting from Globex's representatives visiting the Property, including but not limited to injury or death resulting therefrom save and except for costs, claims, judgements, actions, damages and other liabilities whatsoever resulting from Sunset gross negligence or wilful misconduct.
- 7.10 No party to this Option Agreement shall, without the express written consent of the other party or parties, such consent not to be unreasonably withheld, disclose any of the terms of this Option Agreement or any information regarding or relating to the Property, the exploration work carried out thereon and the technical information and data derived therefrom (the "Confidential Information") to any other person or entity. Notwithstanding anything contained in this section the parties shall have the right to disclose the Confidential Information in strict confidence to their attorneys or financial and mining consultants and may make

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any disclosure which may be required by law, securities regulatory bodies, or stock exchanges governing any of the parties.

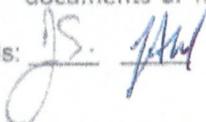
- 7.11 If a party is prevented from or delayed in performing any of its obligations required under this Option Agreement by a cause beyond its reasonable control (other than its own lack of funds), then the time for the performance of the obligation shall be extended for a period equivalent to the period of the delay resulting from the cause beyond the party's reasonable control. A party intending to rely on this section must provide the other party or parties with notice of the occurrence of the event which gives rise to the delay as soon as possible after it occurs. A cause beyond a party's reasonable control shall include, but not be limited to, acts of God, fire, floods, explosions, major interruptions or delays in transportation, war, insurrection or mob violence, nationalization, or non-availability of labour, equipment or materials.
- 7.12 This Option Agreement constitutes the entire agreement and understanding between Globex and Sunset and supersedes all previous understandings or agreements whether written or oral, pertaining to the subject matter hereof. Any additions or adjustments to the Option Agreement shall be in writing and signed by the parties.
- 7.13 Upon signature of this agreement, Sunset assumes full responsibility for all work undertaken by it on the Property and upon acquisition of the Property in accordance with section 5.1, for all previous work.
- 7.14 Correspondence or notices shall be deemed to have been received five days after mailing if sent by registered mail to the following addresses or upon receipt if sent by fax to the indicated fax numbers or email addresses.

Globex Mining Enterprises Inc.
c/o Jack Stoch
86 - 14th Street
Rouyn-Noranda, QC, J9X 2J1
Fax: (819) 797-1470
Email : info@globexmining.com

Sunset Cove Mining
c/o Lorne Woods
1155 boul Rene-Levesque West, Suite 2500
Montreal, Quebec, Canada, H3B 2K1
Fax: 514-221-3469
Email: lwoods@sunsetcovemining.com

- 7.15 The parties have requested that this Agreement and any other contracts, documents or notices relating hereto be drafted in English. *Les parties ont exigé*

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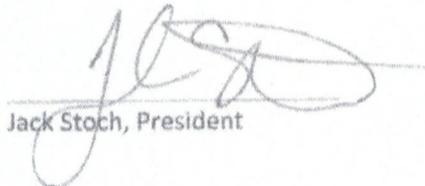
que le présent acte et tous les autres contrats, documents ou avis y afférents ou accessoires aux présentes soient rédigés en langue anglaise.

- 7.16 The headings of the sections of this Option Agreement are for convenience only and do not form a part of this Option Agreement. They are not intended to affect the construction of anything herein contained or govern the rights and liabilities of the parties.
- 7.17 This Option Agreement may be executed in counterparts which may be delivered by facsimile. Each executed counterpart shall be deemed to be an original and all such counterparts when read together constitute one and the same instrument.
- 7.18 Notwithstanding anything else to the contrary herein, the obligations of Sunset hereunder, including without limitation those under section 5.2, are subject to receipt by Sunset of approval from the TSX Venture Exchange for Sunset entering into this Option Agreement.
- 7.19 Sunset shall pay Mr. Nathan Rothstein a finder's fee of \$20,000 and 400,000 post consolidated Sunset shares upon approval

IN WITNESS WHEREOF, the parties have signed this Option Agreement as follows:

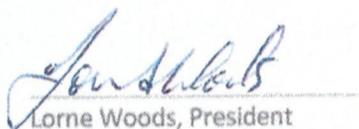
At Toronto, Ontario this 26 day of April 2016 JS

GLOBEX MINING ENTERPRISES INC.


Jack Stoch, President

At Toronto, Ontario this 26 day of April 2016 JS

SUNSET COVE MINING


Lorne Woods, President

Initials: JS, LW

Schedule A
List of Claims

Schedule A – Houlton Woodstock Property – New Brunswick			
Right #-Unit ID	Expiry Dates	Right #-Unit ID	Expiry Dates
5745-2215009B	2016-03-25	5816-2116053A	2016-07-21
5745-2215009C	2016-03-25	5816-2116053B	2016-07-21
5745-2215009F	2016-03-25	5816-2116053G	2016-07-21
5745-2215009G	2016-03-25	5816-2116053H	2016-07-21
5745-2215009J	2016-03-25	5816-2116053I	2016-07-21
5745-2215009K	2016-03-25	5816-2116053J	2016-07-21
5745-2215009N	2016-03-25	5816-2116053N	2016-07-21
5745-2215009O	2016-03-25	5816-2116053O	2016-07-21
5816-2116043D	2016-07-21	5816-2116053P	2016-07-21
5816-2116043E	2016-07-21	5816-2116054A	2016-07-21
5816-2116043L	2016-07-21	5816-2116054B	2016-07-21
5816-2116043M	2016-07-21	5816-2116054C	2016-07-21
5816-2116044D	2016-07-21	5816-2116054F	2016-07-21
5816-2116044E	2016-07-21	5816-2116054G	2016-07-21
5816-2116044K	2016-07-21	5816-2116054H	2016-07-21
5816-2116044L	2016-07-21	5816-2116054I	2016-07-21
5816-2116044M	2016-07-21	5816-2116054J	2016-07-21
5816-2116044N	2016-07-21	5816-2116054K	2016-07-21
5816-2116045C	2016-07-21	5816-2116054N	2016-07-21
5816-2116045D	2016-07-21	5816-2116054O	2016-07-21
5816-2116045E	2016-07-21	5816-2116054P	2016-07-21
5816-2116045F	2016-07-21	5816-2116055A	2016-07-21
5816-2116045K	2016-07-21	5816-2116055B	2016-07-21
5816-2116045L	2016-07-21	5816-2116055C	2016-07-21
5816-2116045M	2016-07-21	5816-2116055F	2016-07-21
5816-2116045N	2016-07-21	5816-2116055G	2016-07-21
5816-2116052G	2016-07-21	5816-2116055H	2016-07-21
5816-2116052J	2016-07-21	5816-2116055I	2016-07-21
5816-2116052K	2016-07-21	5816-2116055J	2016-07-21
5816-2116052N	2016-07-21	5816-2116055O	2016-07-21
5816-2116052O	2016-07-21	5816-2116055P	2016-07-21
5816-2116052P	2016-07-21		

Initials: *JS* *HW*

