

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT made effective as of the 10th day of December, 2014.

BETWEEN:

AUGUSTINE VENTURES INC.

(the “Assignor”)

- and -

RED PINE EXPLORATION INC.

(the “Assignee”)

- and -

**CITABAR LIMITED PARTNERSHIP, acting by and through its
sole General Partner, WAWA GP INC.**

(“Citabar”)

(collectively, the “Parties”, and each a “Party”)

WHEREAS Citabar is the registered 100% owner of certain patented and leased mineral claims (collectively, the “**Mineral Claims**”) located two kilometers East of Wawa, Ontario (the “**Property**”), which Mineral Claims are more particularly described in Schedule “A” hereto;

AND WHEREAS Citabar, Citadel Gold Mines Inc. (“**Citadel**”), Delta Precious Metals (Ontario) Inc. (“**Delta PM**”) and Delta Uranium Inc. (“**Delta UI**”) entered into an option agreement dated April 16, 2009 (as amended, modified or supplemented from time to time, the “**Surluga Property Option Agreement**”) pursuant to which Citabar granted to Delta PM an option (the “**Base 60% Option**”) to acquire a 60% interest (the “**Base 60% Interest**”) in and to the Mineral Claims;

AND WHEREAS Delta PM assigned its right to earn the Base 60% Interest to the Assignor pursuant to an assignment agreement between Delta PM, Delta UI, Citabar and the Assignor dated September 15, 2010 (the “**Delta Assignment Agreement**”);

AND WHEREAS pursuant to an amending agreement between Delta UI, Delta PM, Citabar and the Assignor dated October 12, 2012 (the “**First Amendment**”), among other things, Delta UI and Delta PM agreed to relinquish all rights under the Surluga Property Option Agreement in exchange for, among other things, being relieved of all of each of their obligations thereunder and, in addition, the Assignor and Citabar agreed to a revised schedule for the Assignor to incur Eligible Expenditures (as such term is defined in the Surluga Property Option Agreement) in order to earn the Base 60% Interest;

AND WHEREAS pursuant to a second amending agreement between Citabar and the Assignor dated March 18, 2013 (the “**Second Amendment**”), the parties agreed that the amount of Eligible Expenditures to be incurred and the schedule to incur such expenditures in the Surluga Property Option Agreement would be further amended from that set out in the First Amendment such that the Assignor could earn the Base 60% Interest upon incurring a total of \$4,000,000 in Eligible Expenditures on or before November 30, 2013, upon which occurrence the joint venture agreement included as Schedule 6.07 to the Surluga Property Option Agreement (the “**Joint Venture Agreement**”) would come into force and effect. In addition, Citabar granted an additional option to the Assignor (the “**Additional 15% Option**”) whereby the Assignor could earn an additional 15% interest in the Mineral Claims (the “**Additional 15% Interest**”) by incurring an additional \$4,000,000 of Eligible Expenditures (for an aggregate total amount of \$8,000,000 in Eligible Expenditures in order to earn the Base 60% Interest and the Additional 15% Interest) on or before June 30, 2015;

AND WHEREAS pursuant to a third amending agreement between Citabar and the Assignor dated October 21, 2013 (the “**Third Amendment**”), the parties agreed to extend the deadline by which the Assignor was required to incur a total of \$4,000,000 of Eligible Expenditures from that set out in the Second Amendment in order to exercise the Base 60% Option from that set out in the Second Amendment (of which a total of \$1,700,000 of Eligible Expenditures had been incurred as of the date of the Third Amendment) to on or before June 30, 2014, subject to certain conditions and further agreed that Citabar’s Participating Interest (as such term is defined in the Joint Venture Agreement) shall be no less than 25%;

AND WHEREAS pursuant to a fourth amending agreement between Citabar and the Assignor dated June 30, 2014 (the “**Fourth Amendment**”), the parties agreed to extend the deadline by which the Assignor was required to incur a total of \$4,000,000 of Eligible Expenditures in order to exercise the Base 60% Option from that set out in the Third Amendment to on or before March 31, 2015, subject to certain conditions;

AND WHEREAS Citabar has the option, pursuant to the Van Sickle Option Agreement (as such term is defined in the Surluga Property Option Agreement) to purchase the Van Sickle Claims (as such term is defined in the Surluga Property Option Agreement and as more particularly described in Schedule “B” hereto) and for such Van Sickle Claims to become subject to the Joint Venture Agreement (as such term is defined in the Surluga Property Option Agreement) upon payment by the parties thereto to the holders of the Van Sickle Claims in the proportions set out in the Joint Venture Agreement;

AND WHEREAS, to date, the Assignor has incurred an aggregate of \$1,900,000 in Eligible Expenditures on the Mineral Claims and is required to incur a further \$2,100,000 in Eligible Expenditures in order to exercise the Base 60% Option;

AND WHEREAS the Assignor, Citabar and the Assignee have entered into a non-binding memorandum of understanding dated September 2, 2014 (the “**MOU**”) pursuant to which the Assignor has agreed to assign to the Assignee one-half, or 50%, of the Assignor’s right to earn the Base 60% Interest and up to 100% of the Assignor’s rights to the Additional 15% Interest, all on the terms and conditions and subject to the provisions hereof;

AND WHEREAS Citabar has agreed to the provisions of this Agreement, including the assignment by the Assignor of 50% of the Assignor’s interests in the Base 60% Option and the Additional 15% Option to the Assignee;

AND WHEREAS capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Surluga Property Option Agreement;

NOW THEREFORE in consideration of the sum of Two Dollars (\$2.00) now paid by each of the Parties to the other and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment by Assignor.** The Assignor hereby assigns, transfers and conveys effective the date hereof to the Assignee 50% of all of the Assignor's right, title and interest in and to the Base 60% Option and up to 100% of all of the Assignor's right, title and interest in and to the Additional 15% Option and a 50% interest in the Assignor's interests in the Augustine Mineral Properties (as defined below) as set out in the Surluga Property Option Agreement, all on the terms and conditions herein. For greater certainty, the Assignor shall assign the following rights to the Assignee pursuant to the terms hereof:
 - (a) the right to earn or otherwise acquire a 30% ownership interest in and to the Mineral Claims by incurring the remainder of the Eligible Expenditures required to be incurred by the Assignor under the Surluga Property Option Agreement in order to exercise the Base 60% Option, being the amount of \$2,100,000 on or before June 30, 2015 (the "**Red Pine Expenditure Amount**"). Upon the Assignee incurring the Red Pine Expenditure Amount, Citabar agrees that the Assignee and the Assignor will have each earned a 30% interest in the Mineral Claims (for a total 60% interest in the Mineral Claims) and Citabar will hold the remaining 40% interest in the Mineral Claims, and the Joint Venture Agreement included as Schedule 6.07 to the Surluga Property Option Agreement (as amended and restated pursuant to the provisions of this Agreement and attached hereto as Schedule "E") will come into full force and effect and the Parties will continue to develop the Mineral Claims on a joint venture basis (the "**Joint Venture**");
 - (b) the right to earn or otherwise acquire up to a 7.5% ownership interest in and to the Mineral Claims by incurring an additional \$2,000,000 in Eligible Expenditures on or before June 30, 2016 . In the event the Assignor does not exercise its right to earn or otherwise acquire its additional undivided 7.5% ownership in the Mineral claims pursuant to the Additional 15% Option at a cost of \$2,000,000 in Eligible Expenditures, the Assignee may, but shall not be required to, fund all or any portion of the Assignor's required Eligible Expenditures and thereby earn some or all of the Assignor's additional 7.5% interest in the Mineral Claims on a prorated basis, such that the total percentage that the Assignee may earn shall be up to a 45% interest (being up to an additional 15% interest in addition to the 30% interest set out in Section 1(a) above). However, for greater certainty, no less than a total of \$4,000,000 in Eligible Expenditures must be incurred pursuant to the Additional 15% Option on or before June 30, 2016 in accordance with the Surluga Property Option Agreement before any additional undivided ownership interest is earned by either the Assignee or the Assignor, or both, such that the total additional undivided ownership interest that can be earned by the Assignor and the Assignee pursuant to the Additional 15% Option in total shall not be less than 15%; and
 - (c) upon incurring the Red Pine Expenditure Amount, the Assignee shall have earned 50% of the Assignor's interest in and to the mineral properties (the "**Augustine Mineral Properties**") more particularly described in Schedule "C" hereto, and the Assignor shall deliver or cause to be delivered to the Assignee all such recordable documents as the Assignee and its counsel shall require to irrevocably transfer and record the transfer of

the Assignor's right, title and interest in, to and under the Augustine Mineral Properties to the Assignee in the Ontario mining registry.

2. **Assumption by Assignee.** The Assignee hereby covenants and agrees to and with each of the Assignor and Citabar to assume any and all obligations of the Assignor under the Surluga Property Option Agreement to the extent of, and in accordance with, the terms of the assignment set out in Section 1 above, as if it were named as original party to the Surluga Property Option Agreement. The Parties hereto agree that the Assignee is under no obligation to incur any Eligible Expenditures and can elect not to incur any such expenditure, in which case the Assignee may lose its rights in and to the Surluga Claims and the Augustine Mineral Properties.
3. **Acknowledgment and Approval.** Citabar acknowledges and agrees to the assignment and assumption of the options in respect of the Surluga Claims as set out herein, and agrees that upon the Assignee expending an aggregate of \$2,100,000 in Eligible Expenditures, the Assignor and the Assignee shall have exercised the Base 60% Option in full and shall each have earned a 30% interest in the Mineral Claims and the Joint Venture Agreement (as amended hereby) will be in full force and effect at such time, all in accordance with the terms of the Surluga Property Option Agreement, and the Assignee shall have all of the rights and obligations under the Surluga Property Option Agreement as if it were an original signatory thereto.
4. **Amendments and Interpretation.**
 - (a) **Surluga Property Option Agreement.** In consideration of the foregoing, the Parties acknowledge and agree that the Surluga Property Option Agreement, a copy of which, together with all amendments thereto, is attached hereto as Schedule "D", shall be construed and interpreted in accordance with the provisions of this Agreement, all as if Citabar, the Assignor and the Assignee were the original signatories to the Surluga Property Option Agreement. For greater certainty, the Surluga Property Option Agreement shall be interpreted, with all necessary amendments and modifications thereto, in such a way as to incorporate the following terms and conditions:
 - (i) Citabar gives and grants to the Assignee the option, exercisable at any time during the currency of the Surluga Property Option Agreement, and to the extent permitted by law, the right to explore for, sample, test, evaluate, work, mine, extract, take, remove and dispose of all precious, base and industrial minerals on the Mineral Claims during the Term or any renewals of the Surluga Property Option Agreement and to acquire an undivided 30% ownership interest in and to the Mineral Claims free and clear of all liens and encumbrances upon the Assignee having expended an aggregate of \$2,100,000 in Eligible Expenditures, such expenditure to occur on or before June 30, 2015;
 - (ii) the Assignee shall have the right to acquire an additional undivided 7.5% ownership interest in and to the Mineral Claims free and clear of all liens and encumbrances, by expending an additional \$2,000,000 in Eligible Expenditures on or before June 30, 2016. In the event that the Assignor does not exercise its right to acquire an additional undivided 7.5% ownership interest in and to the Mineral Claims by expending an additional \$2,000,000 in Eligible Expenditures on or before June 30, 2016, then the Assignee may, but shall not be required to, fund all or any portion of the Assignor's required Eligible Expenditures and thereby earn some or all of the Assignor's additional 7.5% interest in the Mineral

Claims on a prorated basis, such that the total percentage that the Assignee may earn shall be up to a 45% undivided ownership interest (being up to an additional 15% interest in addition to the 30% interest set out in subparagraph 4(a)(i) above. For greater certainty, no less than a total of \$4,000,000 in Eligible Expenditures must be incurred pursuant to the Additional 15% Option on or before June 30, 2016 in accordance with the Surluga Property Option Agreement before any additional undivided ownership interest is earned by either the Assignee or the Assignor, or both, such that the total additional undivided ownership interest that can be earned by the Assignor and the Assignee pursuant to the Additional 15% Option in total shall not be less than 15%;

- (iii) in the event that the Assignee fully exercises its options pursuant to this Agreement, Citabar shall transfer to the Assignee the undivided ownership interest in and to the Mineral Claims to which it is entitled pursuant to this Agreement, in order to be effective to create an interest in land in compliance with the *Planning Act* (Ontario), and Citabar shall execute and deliver, or cause to be executed and delivered, all Transfer Documents necessary to effect the transfer of the Mineral Claims to the Assignee in accordance with the terms and conditions in this Agreement;
- (iv) the Parties hereby acknowledge and agree that any and all mining claims, whether patented or leased, that any of the Parties may acquire during the Term of the Surluga Property Option Agreement and which are located within five (5) kilometres of any of the Mineral Claims forming part of the Surluga Claims (each, an “**Acquired Claim**”), such Party shall transfer to each of the other Parties that portion of an Acquired Claim equal to its Initial Participating Interest (as defined in the Joint Venture Agreement, as amended hereby), in order to be effective to create an interest in land in compliance with the *Planning Act* (Ontario), and such Party shall execute and deliver, or cause to be executed and delivered, all Transfer Documents necessary to effect the transfer of any Acquired Claim pursuant to the terms of this Agreement;
- (v) upon the Assignee expending an aggregate of \$2,100,000 in Eligible Expenditures, each of the Assignor and the Assignee shall have earned a 30% interest in the Mineral Claims (for a total 60% interest in the Mineral Claims) and the Joint Venture Agreement (as amended hereby) will be in full force and effect at such time and shall supersede the Surluga Property Option Agreement, provided that all rights and obligations of the Parties in existence on the date on which the Joint Venture Agreement (as amended hereby) is entered into shall continue thereafter including the right to earn the Additional 15% Interest. For greater certainty, Citabar hereby acknowledges and agrees that any amounts paid or otherwise expended by the Assignor and/or the Assignee pursuant to the Joint Venture Agreement shall also count for the purposes of earning the Additional 15% Interest (such that such payments shall be double counted for purposes of earning the Additional 15% Interest and for purposes of fulfilling payment obligations under the Joint Venture Agreement);
- (vi) in the event that the Assignor defaults under this Agreement, the Surluga Property Option Agreement or the Joint Venture Agreement (as amended hereby) including (but not limited to) the failure to make a payment when due or to

perform any other obligation pursuant to the terms hereof or thereof, the Assignee's rights hereunder and under the Surluga Property Option Agreement and Joint Venture Agreement shall continue in full force and effect, despite any such default or failure to pay or perform such obligation by the Assignor;

- (vii) the Assignee shall, despite the fact that it is under no obligation to incur any Eligible Expenditures and can elect not to incur any such expenditure in its sole and absolute discretion, have the benefit of all other terms and conditions of the Surluga Property Option Agreement which are for the benefit of the optionee thereunder, including (without limitation) with respect to (A) the Van Sickle Claims, (B) Force Majeure Events (Article 9) and (C) Confidentiality (Article 11);
- (viii) Assignee shall upon termination of the Surluga Property Option Agreement by Citabar in accordance with Section 12.02:

(1) within 30 business days provide to Assignor the data set which has not yet been distributed to the public. For clarity, these data include cores, core logs, assays and geological modelling.

In addition, a detail accounting of the Eligible Expenditures shall be provided with the data set, including those data already distributed to the public, such amount accruing to the favour of the Assignor;

(2) grant to Assignor the first right of refusal to purchase any mineral claims owned by the Assignee that are generally contiguous to the Patent Claim block owned by Citabar and comprise the "Wawa Gold Project" property as described in public releases,

and nothing in the Surluga Property Option Agreement and/or any prior amendments thereto shall be construed or interpreted so as to achieve any understanding of the subject matter hereof or thereof other than as described in this Agreement. For greater certainty, the Parties hereby acknowledge and agree that the foregoing is a true and accurate expression of the mutual intention of the Parties with respect to the matters contemplated herein. In addition, the confidentiality obligations in Section 18.1 of the Joint Venture Agreement shall apply effective as of the date hereof, *mutatis mutandis*.

- (b) **Joint Venture Agreement.** In consideration of the foregoing, the Parties further acknowledge and agree that Schedule 6.07 - Joint Venture Agreement of the Surluga Property Option Agreement, is hereby deleted in its entirety and replaced with Schedule 6.07 – Amended and Restated Joint Venture Agreement attached hereto as Schedule "E".

5. **Representations and Warranties.**

- (a) Citabar represents, warrants and covenants, as the case may be, and acknowledges that each of the Assignor and the Assignee is relying upon such representations and warranties, that:
 - (i) Citabar has all requisite right, power, capacity and authority to enter into this Agreement and: (A) to sell, assign and transfer an undivided 60% ownership

interest in the Mineral Claims to the Assignor and the Assignee in the manner contemplated herein; and (B) to perform all of Citabar's obligations under this Agreement;

- (ii) Citabar has taken all necessary actions, steps and corporate and other proceedings to approve or authorize, validly and effectively, the (A) entering into, and the execution, delivery and performance of, this Agreement; and (B) the sale and transfer of an undivided 60% ownership interest in the Mineral Claims to the Assignor and the Assignee;
- (iii) this Agreement is a legal, valid and binding obligation of Citabar, enforceable against it in accordance with its terms, subject to (A) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally; and (B) the fact that equitable remedies, including but not limited to the remedies of specific performance and injunction, may only be granted in the discretion of a court of competent jurisdiction;
- (iv) Citabar is the absolute beneficial owner of, and has good and marketable title in fee simple to the Mineral Claims, free and clear of any and all Encumbrances and shall deliver or cause to be delivered to the Assignee such documents, materials and information as the Assignee requires, in its sole discretion acting reasonably, to satisfy itself and its legal counsel that clear title to the Mineral Claims can be obtained;
- (v) the Mineral Claims and the Van Sickle Claims are in good standing in accordance with the laws and regulations of the Province of Ontario in force as of the date hereof until the dates specified in Schedules "A" and "B" hereof;
- (vi) all taxes, assessments, rentals, levies or other payments relating to the Mineral Claims and the Van Sickle Claims due and payable to any federal, provincial or municipal governmental instrumentality as of the date hereof have been made such that no action can be taken by a governing agency to incur loss of title or rights;
- (vii) the conditions on and relating to the Mineral Claims and the Van Sickle Claims respecting all past and current operations thereon carried on by or on behalf of Citabar are in compliance with all Environmental Laws;
- (viii) the Mineral Claims and the Van Sickle Claims have been properly tagged, staked and recorded in accordance with the laws of the Province of Ontario. All assessment work has been performed, filed and recorded to maintain the Mineral Claims in good standing with the Ministry of Northern Development and Mines (Ontario) (the "MNDM");
- (ix) Schedule "A" attached hereto contains an accurate description of, and lists all real properties included in, the Mineral Claims;
- (x) Schedule "B" attached hereto contains an accurate description of the Van Sickle Claims;

- (xi) there are no agreements, options, contracts or commitments to sell, transfer or otherwise dispose of the Mineral Claims or which would restrict the ability of Citabar to transfer the Mineral Claims. There are no leases, tenancies, licences or other rights of occupancy or use for any portion of Mineral Claims, and no person other than Citabar occupies or uses any portion of the Mineral Claims;
- (xii) as of the date hereof, the Mineral Claims (including all ores, concentrates, minerals, metals or products in, on or under the Mineral Claims or which may be removed or extracted therefrom) and Citabar's 100% interest therein are free and clear of any and all Encumbrances including, without limitation, any order or judgment relating to the Mineral Claims or any legal proceedings in process, pending or threatened which might result in any such order or judgment, royalties or other payments in the nature of a rent or royalty, or other interests of whatsoever nature or kind, recorded or unrecorded;
- (xiii) Citabar has not received from any governmental instrumentality any notice of, or communication relating to, any actual or alleged breach of Environmental Laws, and, to the best of Citabar's knowledge after reasonable inquiry, there are no outstanding work orders or actions required to be taken respecting the Mineral Claims or, to the best of Citabar's knowledge, the Van Sickle Claims or any operations carried out thereon pursuant to Environmental Laws;
- (xiv) none of the execution or delivery hereof or the performance by Citabar of its obligations hereunder will cause default under, or conflict with, any provisions of any agreements to which Citabar is a party;
- (xv) Citabar is not a non-resident for the purposes of Section 116 of the *Income Tax Act* (Canada);
- (xvi) To the knowledge of Citabar, the Surluga Claims are free and clear of all unprotected open mine shafts, mine openings or workings;
- (xvii) the Mineral Claims and, to the knowledge of Citabar, the Van Sickle Claims, are not subject to any outstanding obligations or liabilities whatsoever or any agreement with any third party, apart from the Trust Agreement;
- (xviii) to the knowledge of Citabar, as of the date hereof, there is no adverse claim against or any challenge to the ownership of or title to any part of the Surluga Claims nor is there any basis therefor;
- (xix) to the knowledge of Citabar, there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of Citabar) pending or threatened in writing, by or against or affecting Citabar which relate to the Surluga Claims, at law or in equity, or before or by any court or any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign which, in any case, could reasonably be expected to have a Material Adverse Effect;

- (xx) Citabar owns and holds all right, beneficial title and interest in and to the mining rights pertaining to the Mineral Claims;
- (xxi) the Van Sickle Option Agreement constitutes a valid and binding obligation of the parties thereto, enforceable against the parties thereto in accordance with its terms. Neither of the parties to the Van Sickle Option Agreement is in material breach of its obligations thereunder and no act or event has occurred which, with notice or lapse of time or both, would constitute a material breach of the Van Sickle Option Agreement. The Van Sickle Option Agreement is in full force and effect and Citabar is entitled to all of its benefits, rights and privileges under the Van Sickle Option Agreement;
- (xxii) Citabar is not in violation in any material respect of any federal, provincial or other law, regulation or order of any government or governmental or regulatory authority, domestic or foreign, including, without limitation, Environmental Laws and any law, regulation or order relating to either the Mineral Claims or the Van Sickle Claims having the force of law in Ontario as of the date hereof;
- (xxiii) this Agreement has been duly executed and delivered by Citabar and is a valid agreement enforceable in accordance with its terms;
- (xxiv) no consent, approval or authorization of, or declaration, filing or registration (other than administrative filings with the MNDM, company registries, Tax authorities and the like) with any Authority is required to be made or obtained by Citabar to, or as a condition of, the consummation of assignment contemplated herein and in the Surluga Property Option Agreement;
- (xxv) the information disclosed in Schedule "A" attached to this Agreement in respect of the Surluga Claims is full, true and correct in all material respects. There is no fact known to Citabar that Citabar has not disclosed to the Assignor and the Assignee in writing or, so far as Citabar can reasonably foresee, that might have a Material Adverse Effect on, or that materially adversely affect the ability of Citabar to perform its obligations herein and under the Surluga Property Option Agreement;
- (xxvi) neither Citadel, Delta UI or Delta PM has any right, title or interest in or to any of the Surluga Claims or pursuant to the Surluga Property Option Agreement, the Joint Venture Agreement or otherwise, and no circumstances exist for the basis for any claim of Citadel, Delta UI or Delta PM for any such right, title or interest;
- (xxvii) no party to the Surluga Property Option Agreement is in material breach of its obligations thereunder and no act or event has occurred which, with notice or lapse of time or both, would constitute a material breach of the Surluga Property Option Agreement. The Surluga Property Option Agreement is in full force and effect and the Assignor is entitled to all of its benefits, rights and privileges under the Surluga Property Option Agreement;
- (xxviii) to date, the Assignor has incurred \$1,900,000 in Eligible Expenditures.

- (b) The Assignor represents, warrants and covenants, as the case may be, and acknowledges that the Assignee is relying upon such representations and warranties, that:
- (i) the Assignor has all requisite right, power, capacity and authority to enter into this Agreement and: (A) to sell, assign and transfer its rights to earn 50% of its rights in Base 60% Interest, up to 100% of its rights in the Additional 15% Interest in the Mineral Claims and [50%] of its rights in the Augustine Mineral Properties to the Assignee in the manner contemplated herein; and (B) to perform all of the Assignor's obligations under this Agreement;
 - (ii) the Assignor has taken all necessary actions, steps and corporate and other proceedings to approve or authorize, validly and effectively, the (A) entering into, and the execution, delivery and performance of, this Agreement; and (B) the assignment of the interest in its rights to earn an interest in the Mineral Claims and in the Augustine Mineral Properties to the Assignee as set out herein;
 - (iii) this Agreement is a legal, valid and binding obligation of the Assignor, enforceable against it in accordance with its terms, subject to (A) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally; and (B) the fact that equitable remedies, including but not limited to the remedies of specific performance and injunction, may only be granted in the discretion of a court of competent jurisdiction;
 - (iv) the Assignor is the absolute beneficial owner of, and has good and marketable title in fee simple to the Augustine Mineral Properties, free and clear of any and all Encumbrances and shall deliver or cause to be delivered to the Assignee such documents, materials and information as the Assignee requires, in its sole discretion acting reasonably, to satisfy itself and its legal counsel that clear title to the Augustine Mineral Properties can be obtained;
 - (v) the Augustine Mineral Properties are in good standing in accordance with the laws and regulations of the Province of Ontario in force as of the date hereof until the dates specified in Schedule "C" hereof;
 - (vi) all taxes, assessments, rentals, levies or other payments relating to the Augustine Mineral Properties due and payable to any federal, provincial or municipal governmental instrumentality by the Assignor as of the date hereof have been made;
 - (vii) the conditions on and relating to the Augustine Mineral Properties respecting all past and current operations thereon carried on by or on behalf of the Assignor are in compliance with all Environmental Laws;
 - (viii) the Augustine Mineral Properties have been properly tagged, staked and recorded in accordance with the laws of the Province of Ontario. All assessment work has been performed, filed and recorded to maintain the Mineral Claims in good standing with the MNDM;

- (ix) Schedule "C" attached hereto includes an accurate description of, and lists all real properties included in, the Augustine Mineral Properties;
- (x) the Assignor has not granted to any person any rights in or to the Assignor's rights under the Surluga Property Option Agreement, and such rights and interests are free and clear of any and all Encumbrances including, without limitation, any order or judgment relating to the Mineral Claims or any legal proceedings in process, pending or threatened which might result in any such order or judgment, royalties or other payments in the nature of a rent or royalty, or other interests of whatsoever nature or kind, recorded or unrecorded;
- (xi) the Assignor has not received from any governmental instrumentality any notice of, or communication relating to, any actual or alleged breach of Environmental Laws, and, to the best of the Assignor's knowledge after reasonable inquiry, there are no outstanding work orders or actions required to be taken respecting the Augustine Mineral Properties, the Mineral Claims or, to the best of the Assignor's knowledge, the Van Sickle Claims or any operations carried out thereon pursuant to Environmental Laws;
- (xii) none of the execution or delivery hereof or the performance by the Assignor of its obligations hereunder will cause default under, or conflict with, any provisions of any agreements to which the Assignor is a party;
- (xiii) the Assignor is not a non-resident for the purposes of Section 116 of the *Income Tax Act* (Canada);
- (xiv) to the knowledge of Assignor the Augustine Mineral Properties are free and clear of all unprotected open mine shafts, mine openings or workings, open pits, rock stockpiles and mine tailings or waste materials;
- (xv) the Augustine Mineral Properties are not subject to any outstanding obligations or liabilities whatsoever or any agreement with any third party;
- (xvi) to the best of the Assignor's knowledge after reasonable inquiry, as of the date hereof, there is no adverse claim against or any challenge to the ownership of or title to any part of the Augustine Mineral Properties, the Assignor's rights to the Surluga Claims pursuant to the Surluga Property Option Agreement, nor is there any basis therefor;
- (xvii) to the best of the knowledge of the Assignor, there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of the Assignor) pending or threatened in writing, by or against or affecting the Assignor which relate to the Augustine Mineral Properties or the Surluga Claims, at law or in equity, or before or by any court or any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign which, in any case, could reasonably be expected to have a Material Adverse Effect;

- (xviii) the Assignor owns and holds all right, beneficial title and interest in and to the mining rights pertaining to the Augustine Mineral Properties and has not encumbered either the Augustine Mineral Properties or the Surluga Claims;
 - (xix) the Assignor is not in violation in any material respect of any federal, provincial or other law, regulation or order of any government or governmental or regulatory authority, domestic or foreign, including, without limitation, Environmental Laws and any law, regulation or order relating to either the Augustine Mineral Properties or the Van Sickle Claims having the force of law in Ontario as of the date hereof;
 - (xx) this Agreement has been duly executed and delivered by the Assignor and is a valid agreement enforceable in accordance with its terms;
 - (xxi) no consent, approval or authorization of, or declaration, filing or registration (other than administrative filings with the MNDM, company registries, Tax authorities and the like) with any Authority is required to be made or obtained by the Assignor to, or as a condition of, the consummation of the transactions contemplated herein;
 - (xxii) the information disclosed in Schedules "A", "B" and "C" attached to this Agreement in respect of each of the Surluga Claims, the Van Sickle Claims and the Augustine Mineral Properties is full, true and correct in all material respects. There is no fact known to the Assignor that the Assignor has not disclosed to the Assignee in writing or, so far as the Assignor can reasonably foresee, that might have a Material Adverse Effect on, or that materially adversely affect the ability of the Assignor to perform its obligations herein and under the Surluga Property Option Agreement;
 - (xxiii) neither Citadel, Delta UI or Delta PM has any right, title or interest in or to any of the Surluga Claims or pursuant to the Surluga Property Option Agreement, the Joint Venture Agreement or otherwise, and no circumstances exist for the basis for any claim of Citadel, Delta UI or Delta PM for any such right, title or interest;
 - (xxiv) no party to the Surluga Property Option Agreement is in material breach of its obligations thereunder and no act or event has occurred which, with notice or lapse of time or both, would constitute a material breach of the Surluga Property Option Agreement. The Surluga Property Option Agreement is in full force and effect and the Assignor is entitled to all of its benefits, rights and privileges under the Surluga Property Option Agreement;
 - (xxv) to date, the Assignor has incurred \$1,900,000 in Eligible Expenditures.
- (c) The Assignee represents and warrants, and acknowledges that the Assignor and Citabar are each relying upon such representations and warranties, that:
- (i) the Assignee has all requisite right, power, capacity and authority to enter into this Agreement and to perform all of the Assignee's obligations under this Agreement;

- (ii) the Assignee has taken all necessary actions, steps and corporate and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of, this Agreement; and
 - (iii) this Agreement is a legal, valid and binding obligation of the Assignee, enforceable against it in accordance with its terms, subject to (A) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally; and (B) the fact that equitable remedies, including but not limited to the remedies of specific performance and injunction, may only be granted in the discretion of a court of competent jurisdiction.
- 6. **Conditions to Effectiveness.** This Agreement shall become effective upon satisfaction of the following conditions:
 - (a) the Assignor and Citabar delivering to the Assignee an originally-executed copy of this Agreement;
 - (b) receipt of all third party consents, approvals, and authorizations necessary for the Joint Venture, including (without limitation) any approvals required from the MNDM, the TSX Venture Exchange (the "TSXV"), the Canadian Securities Exchange (the "CSE") and the Assignee's shareholders. The parties will use all reasonable efforts to identify and obtain, as soon as possible and in any event, as applicable, any third party consents, approvals or authorizations which may be required including, but not limited to, consents of all relevant regulatory authorities; and
 - (c) all representations and warranties of the parties hereto being true and accurate.
- 7. **Entire Agreement.** This Agreement constitutes the complete agreement between the Parties with respect to the subject matter hereof, the Surluga Property Option Agreement and the Joint Venture Agreement, and supersedes all prior agreements, commitments, understandings or inducements (oral or written, expressed or implied) with respect to the subject matter hereof and thereof.
- 8. **Conflicts.** In the event that any provisions of the Surluga Property Option Agreement contradict and/or are otherwise incapable of being construed in conjunction with the provisions of this Agreement, the provisions of this Agreement shall take precedence over those contained in the Surluga Property Option Agreement.
- 9. **Further Assurances.** Each of the Parties hereto shall from time to time hereafter and upon any reasonable request of another Party, execute and deliver, make or cause to be made, all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.
- 10. **Successors and Assigns, Survival.** This Agreement shall enure to the benefit of and shall be binding upon the Parties hereto and their respective successors and assigns. The representations and warranties of the parties hereto contained in this Agreement shall survive and continue in full force and effect for a period of 24 months from the Effective Date.

11. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto and shall be treated in all respects as an Ontario contract.
12. **Business Combination.** On a non-binding basis, the Assignor and the Assignee are pursuing a business combination or merger, the completion of which is subject to receipt of all third party consents, approvals, and authorizations necessary for such business combination, including (without limitation) any approvals required from the TSXV, the CSE, the board of directors and the shareholders of each of the Assignor and Assignee.
13. **Counterparts.** This Agreement may be executed by the parties in separate counterparts (by original, facsimile signature or other electronic transmission) each of which when so executed and delivered shall be an original, but all such counterparts together shall together constitute one and the same instrument.

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

AUGUSTINE VENTURES INC.

Per: _____

Name: Bob Dodds

Title: Authorized Signing Officer

I have authority to bind the Corporation.

RED PINE EXPLORATION INC.

Per: _____

Name: Richard Schler

Title: Authorized Signing Officer

I have authority to bind the Corporation.

**CITABAR LIMITED PARTNERSHIP, acting by
and through its sole General Partner, WAWA GP
INC.**

Per: _____

Name: Craig Baxter

Title: Authorized Signing Officer

I have authority to bind the Corporation.

SCHEDULE "A"

Description of Surluga Mineral Claims

The Surluga Property is located approximately 2 km southeast of the Town of Wawa and is intersected on its north limits by east-west Ontario Highway 101. The mineral claims consist of 157 claims with an aggregate area of 2,265.4 ha. Almost all of the claims, with few exceptions, are contiguous. Most of the claims are patented and were surveyed as part of the patenting process. All surface leases are in good standing.

WAWA GP INC.

MINING CLAIMS AND LEASES, McMURRAY TOWNSHIP

SSM Claim #	Alternate #'s	Hectares	Notes	Mineral Rights	Surface Rights Owner	Timber Rights ha	MNDM LEASES		
							Pin #	Parcel #	Expiry
CITADEL CORE CLAIMS									
SSM433	JL105	10.177		Y	Wawa GP	10.177			
SSM2583		8.449	1% NSR, Davey	Y	Wawa GP	0			
SSM3089	Y110	16.188		Y	Wawa GP	0			
SSM3090	Y110	16.188	Cooper Mine	Y	Wawa GP	0			
SSM3531	Y110	16.188		Y	Wawa GP	0			
SSM4020	Y110	16.188		Y	Wawa GP	0			
SSM3130		5.666		Y	Wawa GP	0			
SSM3131		6.556		Y	Wawa GP	0			
SSM3132		11.493	Minto Shaft	Y	Wawa GP	0			
SSM3133		11.817		Y	Wawa GP	0			
SSM3134		13.193	Tailings Disposal Site	Y	Wawa GP	0			
SSM3135		16.997	Tailings Disposal Site	Y	Wawa GP	0			
SSM3191		16.673		Y	Wawa GP	0			
SSM3192		16.309		Y	Wawa GP	0			
SSM3193		18.737		Y	Wawa GP	0			
SSM3194		18.009		Y	Wawa GP	0			
SSM3231		17.685		Y	Wawa GP	0			
SSM3232		18.737		Y	Wawa GP	0			
SSM3256		14.974		Y	Wawa GP	0			
SSM3400		15.055	Jubilee Shaft	Y	Wawa GP	0			
SSM3401		12.465		Y	Wawa GP	0			
SSM3406		11.817		Y	Wawa GP	0			
SSM3407		9.955	Jubilee Vent Raise	Y	Wawa GP	0			
SSM3408		9.996		Y	Wawa GP	0			
SSM3455		12.950	Citadel Mill Site	Y	Wawa GP	0			
SSM3538	SSM4720	18.778		Y	Wawa GP	0			
SSM3555	WR61	16.188		Y	Wawa GP	0			
SSM3556	WR61	16.188		Y	Wawa GP	0			
SSM3557	WR61	16.188		Y	Wawa GP	0			
SSM3558	WR61	16.188		Y	Wawa GP	0			
SSM3678		15.136	1% NSR, Davey	Y	Wawa GP	0			
SSM4316		21.854	1% NSR, Caicco; Polishing Pond Dam	Y	Wawa GP	0			
SSM4317	SSM7491	21.853		Y	Wawa GP	0			
SSM4318	SSM7492	17.807		Y	Wawa GP	0			
SSM4390		8.499	1% NSR, Davey	Y	Wawa GP	0			

WAWA GP INC.

MINING CLAIMS AND LEASES, McMURRAY TOWNSHIP

								MNDM LEASES		
SSM Claim #	Alternate #'s	Hectares	Notes	Mineral Rights	Surface Rights Owner	Timber Rights ha	Pin #	Parcel #	Expiry	
SSM4391	BY44	9.713	1% NSR, Davey	Y	Wawa GP	0				
SSM4392	BY46	9.306	1% NSR, Davey	Y	Wawa GP	0				
SSM4507		13.638		Y	Wawa GP	0				
SSM4678		3.238		Y	Wawa GP	0				
SSM59662		16.467	Surluga Mine Plant	Y	Wawa GP	0				
SSM60942		15.265		Y	Wawa GP	0				
Area		578.768				10.177				
No. of Claims	41									
GRACE AND DARWIN CLAIMS										
M253	R738	15.783	5% NSR, Weiss; Grace Mine, SR, PCL5054	Y	Wawa GP	0				
M968	DY8	16.592	5% NSR, Weiss; Grace & Darwin Shafts	Y	Wawa GP	16.592				
M1052	DJ7	18.616	5% NSR, Weiss Estate	Y	Wawa GP	18.616				
SSM138	M725	4.452	5% NSR, Weiss; AW Kaeser Owns Surface Rights	Y	N	0				
SSM139	M727	16.188	5% NSR, Weiss; AW Kaeser Owns Surface Rights	Y	N	0				
SSM140	M728	12.546	5% NSR, Weiss; AW Kaeser Owns Surface Rights	Y	N	0				
SSM141	M729	21.449	5% NSR, Weiss; AW Kaeser Owns Surface Rights	Y	N	0				
SSM176	M822	8.094	5% NSR, Weiss; AW Kaeser Owns Surface Rights	Y	N	0				
SSM177	M825	7.284	5% NSR, Weiss; AW Kaeser Owns Surface Rights	Y	N	0				
SSM182	M965	14.569	5% NSR, Weiss; AW Kaeser Owns Surface Rights	Y	N	0				
SSM183	M967	16.592	5% NSR, Weiss; AW Kaeser Owns Surface Rights	Y	N	0				
SSM191	M1041	10.927	5% NSR, Weiss; AW Kaeser Owns Surface Rights	Y	N	0				
SSM194	M1050	5.666	5% NSR, Weiss; AW Kaeser Owns Surface Rights	Y	N	0				
SSM195	M1051	19.426	5% NSR, Weiss; AW Kaeser Owns Surface Rights	Y	N	0				
SSM201	M1075	12.545	5% NSR, Weiss; AW Kaeser Owns Surface Rights	Y	N	0				
SSM224	M1225	12.545	5% NSR, Weiss; AW Kaeser Owns Surface Rights	Y	N	0				

WAWA GP INC.

MINING CLAIMS AND LEASES, McMURRAY TOWNSHIP

SSM Claim #	Alternate #'s	Hectares	Notes	Mineral Rights	Surface Rights Owner	Timber Rights ha	MNDM LEASES		
							Pin #	Parcel #	Expiry
			Rights						
SSM241	M1281	16.592	5% NSR, Weiss; AW Kaeser Owns Surface Rights	Y	N	0			
SSM242	M1253	18.211	5% NSR, Weiss; AW Kaeser Owns Surface Rights	Y	N	0			
SSM243	M1264	14.973	5% NSR, Weiss; AW Kaeser Owns Surface Rights	Y	N	0			
SSM244	M1265	12.950	5% NSR, Weiss; AW Kaeser Owns Surface Rights	Y	N	0			
SSM245	M1266	13.759	5% NSR, Weiss; AW Kaeser Owns Surface Rights	Y	N	0			
SSM246	M1267	13.355	5% NSR, Weiss; AW Kaeser Owns Surface Rights	Y	N	0			
SSM247	M1268	14.569	5% NSR, Weiss; AW Kaeser Owns Surface Rights	Y	N	0			
SSM248	M1269	16.592	5% NSR, Weiss; AW Kaeser Owns Surface Rights	Y	N	0			
SSM249	M1270	14.569	5% NSR, Weiss; AW Kaeser Owns Surface Rights	Y	N	0			
SSM250	M1271	4.856	5% NSR, Weiss; AW Kaeser Owns Surface Rights	Y	N	0			
SSM252	M12172	13.760	5% NSR, Weiss; AW Kaeser Owns Surface Rights	Y	N	0			
SSM258	M1291	14.569	5% NSR, Weiss; AW Kaeser Owns Surface Rights	Y	N	0			
SSM259	M1296	14.164	5% NSR, Weiss; AW Kaeser Owns Surface Rights	Y	N	0			
?	?	<u>10.117</u>	5% NSR, Weiss; Mine Rights, Under Lakes	Y?		0			
Area		406.310				35.208			
No. of Claims	30								
DARWIN CLAIMS - SOUTH BLOCK									
SSM178	M836	15.783	5% NSR, Weiss;	Y	Y	0			
SSM218	M1216	8.499	5% NSR, Weiss;	Y	Y	0			
SSM219	M1218	6.475	5% NSR, Weiss;	Y	Y	0			
SSM220	M1219	7.285	5% NSR, Weiss;	Y	Y	0			
SSM221	M1220	14.974	5% NSR, Weiss;	Y	Y	0			
SSM222	M1223	10.522	5% NSR, Weiss;	Y	Y	0			

WAWA GP INC.

MINING CLAIMS AND LEASES, McMURRAY TOWNSHIP

								MNDM LEASES		
SSM Claim #	Alternate #'s	Hectares	Notes	Mineral Rights	Surface Rights Owner	Timber Rights ha		Pin #	Parcel #	Expiry
SSM223	M1224	4.856	5% NSR, Weiss;	Y	Y	0				
SSM257	M1290	7.689	5% NSR, Weiss;	Y	Y	0				
SSM212	M1136	9.713	5% NSR, Weiss;	Y	Y	0				
SSM261	M1309	13.760	5% NSR, Weiss;	Y	Y	0				
SSM262	M1310	6.070	5% NSR Weiss Est., Citadel Surface PCL5582	Y	Y	0				
Area		105.626								
No. of Claims	11									
PARKHILL CLAIMS										
Y461	M461	7.689	1/4% NSR Dunraine; Citadel SRO PCL10200	Y	Wawa GP	0				
Y462	M1090	7.285	1/4% NSR Dunraine; Citadel SRO PCL10200	Y	Wawa GP	0				
Y463	M1107	10.927	1/4% NSR Dunraine; Citadel SRO PCL10200	Y	Wawa GP	0				
SSM886		11.856	1/4% NSR Dunraine	Y	Wawa GP	11.856				
SSM2401		7.689	1/4% NSR Dunraine	Y	Wawa GP	0				
SSM2402		7.932	1/4% NSR Dunraine	Y	Wawa GP	0				
SSM2403		16.188	1/4% NSR Dunraine	Y	Wawa GP	0				
SSM3109		13.395	1/4% Dunraine, Parkhill Tailings	Y	Wawa GP	0				
SSM3124		18.495	1/4% NSR Dunraine, Parkhill Mine/Mill	Y	Wawa GP	0				
SSM3129		9.672	1/4% NSR Dunraine	Y	Wawa GP	0				
SSM3301		9.308	1/4% NSR Dunraine	Y	Wawa GP	0				
SSM3470		11.210	1/4% NSR Dunraine; Citadel SRO PCL10200	Y	Wawa GP	0				
SSM3471		17.321	1/4% NSR Dunraine; Parkhill Tailings	Y	Wawa GP	0				
SSM3493		8.863	1/4% NSR Dunraine; Parkhill Tailings	Y	Wawa GP	0				
SSM7389		3.824	1/4% NSR Dunraine; Citadel SRO PCL10200	Y	Wawa GP	0				
Area		161.654				11.856				
No. of Claims	15									
SURFACE RIGHTS ONLY CLAIMS										
Y461	M461	7.689		N	Wawa GP	7.689				
Y462	M1090	7.285		N	Wawa GP	7.285				
Y463	M1107	10.927		N	Wawa GP	10.927				
SSM212	M1136	9.713		N	Wawa GP	9.713				
SSM253		15.783		N	Wawa GP	15.783				

WAWA GP INC.

MINING CLAIMS AND LEASES, McMURRAY TOWNSHIP

SSM Claim #	Alternate #'s	Hectares	Notes	Mineral Rights	Surface Rights Owner	Timber Rights ha	MNDM LEASES		
							Pin #	Parcel #	Expiry
SSM261	M1309	13.760	Grace and Darwin Shafts	N	Wawa GP	13.760			
SSM262	M1310	6.070		N	Wawa GP	6.070			
SSM3104	PT59664	16.673		N	Wawa GP	0			
SSM3105	PT 60183 & 60185	15.378		N	Wawa GP	0			
SSM3106	PT. 60185	12.748		N	Wawa GP	0			
SSM3107	SSM60383	18.414		N	Wawa GP	0			
SSM3108	SSM60362	21.611		N	Wawa GP	0			
SSM3306	4171 & 430232	13.193		N	Wawa GP	0			
SSM3307	4170 & 430235	18.454	Citadel Tailings Dam	N	Wawa GP	0			
SSM3378	4172 & 430234	28.733	Citadel Tailings Dam	N	Wawa GP	0			
SSM3379	4173 & 430233	23.270	Citadel Polishing Pond	N	Wawa GP	0			
SSM3470		11.210		N	Wawa GP	0			
SSM7389		3.845		N	Wawa GP	0			
Area		254.756							
No. of Claims	18								
CITADEL LEASED CLAIMS									
SSM59663		11.922	84-06-01 2005-6-30 Parcel 1768&17	Y	Wawa GP	0	31169-0203	1768	31-May-26
SSM61531		16.176	84-06-01, 2005-5-30 Excludes Highway and Lakefront, 84-06-01,	Y	Wawa GP	0	0204	1768	31-May-26
SSM61958		16.188	2005-6-30 Excludes Highway and Lakefront, 84-06-01,	Y	Wawa GP	0	0204	1768	31-May-26
SSM61959		14.116	2005-6-30 Excludes Lake Front,	Y	Wawa GP	0	0204	1768	31-May-26
SSM61963		12.914	84-06-01, 2005-5-30 Mackey Point Mine, 84-	Y	Wawa GP	0	0204	1768	31-May-26
SSM61965		16.143	06-01, 2005-5-30	Y	Wawa GP	0	0204	1768	31-May-26
SSM61966		8.798	84-06-01, 2005-5-30 Excludes Highway and	Y	Wawa GP	0	0204	1768	31-May-26
SSM61967		15.217	Lakefront	Y	Wawa GP	0	0204	1768	31-May-26
SSM61968		17.155	Excludes Highway and Lakefront	Y	Wawa GP	0	0204	1768	31-May-26
SSM61971		21.081	Excludes Highway and Lakefront	Y	Wawa GP	0	0204	1768	31-May-26
SSM61972		12.497	Excludes Highway Citadel SRO PCL 1735,	Y	Wawa GP	0	0204	1768	31-May-26
SSM59664	PT. 3104	8.284	84-06-01 2005-5-30, Renewed 2005. Citadel SRO PCL 1735,	Y	N	0	0205	1769	31-May-26
SSM60183	PT. 3106	14.642	84-06-01 2005-5-30, No confirmation of registry	Y	N	0	0205	1769	31-May-26

WAWA GP INC.

MINING CLAIMS AND LEASES, McMURRAY TOWNSHIP

SSM Claim #	Alternate #'s	Hectares	Notes	Mineral Rights	Surface Rights Owner	Timber Rights ha	MNDM LEASES		
							Pin #	Parcel #	Expiry
SSM60184	PT. 3104	13.387	Citadel SRO PCL 1735;	Y	Wawa GP	0	0205	1769	31-May-26
	3106 & PT.		84-06-01, 2005-5-30						
SSM60185	3105	15.921	Citadel SRO PCL 1735,	Y	N	0	0205	1769	31-May-26
			84-06-01, 2005-5-30						
SSM60362	3106	21.174	Citadel SRO PCL 1735.	Y	N	0	0205	1769	31-May-26
			84-06-01, 2005-5-30						
SSM60363	3107	17.653	Citadel SRO PCL 1735,	Y	N	0	0205	1769	31-May-26
			84-06-01, 2005-5-30						
SSM61532		16.208	84-06-01, 2005-5-30	Y	N	0	0206	1769	31-May-26
SSM61533		19.692	84-06-01, 2005-5-30	Y	N	0	0206	1769	31-May-26
SSM61954		13.594	84-06-01, 2005-5-30	Y	N	0	0206	1769	31-May-26
SSM61955		15.767	84-06-01, 2005-5-30	Y	N	0	0206	1769	31-May-26
SSM61956		11.720	Excludes Lake Front,	Y	N	0	0206	1769	31-May-26
			84-06-01, 2005-5-30						
SSM61960		18.017	84-06-01, 2005-5-30	Y	N	0	0206	1769	31-May-26
SSM61961		18.017	84-06-01, 2005-5-30	Y	N	0	0206	1769	31-May-26
SSM61962		18.017	84-06-01, 2005-5-30	Y	N	0	0206	1769	31-May-26
SSM61964		13.529	84-06-01, 2005-5-30	Y	N	0	0206	1769	31-May-26
SSM61969		14.176	84-06-01, 2005-5-30	Y	N	0	0206	1769	31-May-26
SSM61970		19.652	84-06-01, 2005-5-30	Y	N	0	0206	1769	31-May-26
SSM64955	SSM3399	4.120	Ambiguous Surface Owner, 84-05-01, 2005-5-30	Y	N	0	0205	1769	31-May-26
SSM64702	SSM6247	18.713	Town Owns Surface Rights, 84-05-01, 2005- 5-30	Y	N	0	0207	1769	31-May-26
SSM64934		6.665	Wawa Goldfields Mine, 2005-5-30	Y	N	0	0206	1769	31-May-26
			Excludes Land, 3281/6587, 84-05-01, 2005-5-30						
SSM64955		20.235	Citadel SRO PCL1887,	Y	N	0	0206	1769	31-May-26
SSM430232	SSM3306/4171	13.266	90-09-01, 2011-8-31	Y	N	0	0213	1818	1-Sep-33
SSM430233	SSM3379/4173	20.376	Citadel SRO PCL1887,	Y	N	0	0214	1818	31-Aug-32
SSM430234	SSM3378/4177	27.871	Citadel SRO PCL1887,	Y	N	0	0214	1818	31-Aug-32
SSM430235	SSM3307/4170	18.264	Citadel SRO PCL1887, 90-09-01, 2011-8-31	Y	N	0	0214	1818	31-Aug-32
SSM61957	M815, FD99	15.338	Pumphouse , Excludes Trailer Park, 90-08-01, 2011-7-31	Y	Wawa GP	0	0211	1814	1-Aug-33
SSM61530		14.569	Excludes Trailer Park, 90-08-01, 2011-7-31	Y	Wawa GP	0	0212	1815	1-Aug-33
SSM64700		19.696	90-12-01, 2011-11-30	Y	N	0	0196	1112	30-Nov-32
SSM64701		17.098	90-12-01, 2011-11-30	Y	N	0	0197	1113	30-Nov-32
SSM64703		7.758	90-12-01, 2011-11-30	Y	N	0	0195	1111	30-Nov-32

WAWA GP INC.

MINING CLAIMS AND LEASES, McMURRAY TOWNSHIP

SSM Claim #	Alternate #'s	Hectares	Notes	Mineral Rights	Surface Rights Owner	Timber Rights ha	MNDM LEASES		
							Pin #	Parcel #	Expiry
SSM64704		17.062	Anderson Lake, 90-12-01, 2011-11-30	Y	N	0	0194	1109	30-Nov-32
SSM64705		20.376	Anderson Lake, 90-12-01, 2011-11-30	Y	N	0	0193	1110	30-Nov-32
SSM64706		16.058		Y	N	0	0198	1125	1-Feb-33
SSM469255		8.843	Tailings Drainage, 91-05-01, 2012-08-01	Y	Wawa GP	0	0217	1874	31-May-33
SSM469256		12.570	Tailings Drainage, 91-05-01, 2012-08-01	Y	Wawa GP	0	0217	1874	31-May-33
SSM469257		19.365	Polishing Pond, 91-06-01, 2012-06-01	Y	Wawa GP	0	0215	1873	31-May-33
SSM480258	4302587	17.867	Ward Lake, 91-06-01, 2012-06-01 1/4% NSR Dunraine, TWP Owns Surface Rights, 81-06-01, 2002-08-01, Renewed 2002?	Y	Wawa GP	0	0216	1873	31-May-33
SSM542856	SSM3472 JD3	9.324	1/4% NSR Dunraine, Wedge, 89-02-01, 2010-02-01	Y	N	0	0200	1699	31-Jul-23
SSM581686		1.206		Y	N	0	0210	1804	31-Jul-23
Area		758.297				185.709			
No. of Claims	42								
Total No. of Claims	157								
Total Area All Claims		2,265.41							

Schedule "B"

Description of Van Sickle Claims

The Van Sickle Claims are located approximately 2 km southeast of the Town of Wawa and consist of 15 claims with an aggregate area of 161.1 ha. The claims are contiguous. The claims are patented and were surveyed as part of the patenting process.

WAWA GP INC.						
VAN SICKLE CLAIMS						
SSM Claims #	Alternate #'s	Hectares	Notes	Mineral Rights	Surface Rights Owner	Timber Rights
SSM58		9.834	2.5% Diamonds, 1% other	Y	Van Sickle	
SSM60	M301	20.760	2.0% NSR Diamonds, 1% NSR Van Sickle Claims held under option	Y	Van Sickle	
SSM65	JD16	16.997	2.5% Diamonds, 1% other	Y	Van Sickle	
SSM377	ES170	9.442	2.5% Diamonds, 1% other	Y	Van Sickle	
SSM3047		8.782	2.5% Diamonds, 1% other	Y	Van Sickle	
SSM3136		8.499	2.5% Diamonds, 1% other	Y	Van Sickle	
SSM3565	0.50	10.117	2.5% Diamonds, 1% other	Y	Van Sickle	
SSM3566	0.50	18.616	2.5% Diamonds, 1% other	Y	Van Sickle	
SSM4141	Y330	6.475	2.5% Diamonds, 1% other	Y	Van Sickle	
SSM4142	Y331	6.475	2.5% Diamonds, 1% other	Y	Van Sickle	
SSM4192	ES171	8.903	2.5% Diamonds, 1% other	Y	Van Sickle	
SSM7921	JD17	3.735	2.5% Diamonds, 1% other	Y	Van Sickle	

SSM76721	Renewal 103386, 102161	17.369	2.5% Diamonds, 1% other, 15.56 acres mro + 6.35 water, 1975/05/01, 2021/04/30	Y	Van Sickle	
SSM321118	Y306, 18.6 ac	15.103	2.5% Diamonds, 1% other, renewed 2004, new numbers, 1983/02/01,2004/01/31	Y	Part	
SSM407822		?		Y	Part	
Area		161.107				
No. of Claims	15					

**SCHEDULE C
DESCRIPTION OF AUGUSTINE CLAIMS**

The Augustine claims are located around and mostly contiguous to the Surluga Property, which is located approximately 2 km southeast of the Town of Wawa in Ontario. There are 25 Augustine claims containing 183 units with an aggregate area of 2912 ha.

Please see the attached list providing particulars of each of the Mineral Claims.

AUGUSTINE (OAKLEY LAKE) PROPERTY CLAIMS SCHEDULE C					
Claim No.	No. of Units	Hectares	Township	Date Recorded	Due Date
4256971	4	64	Mc Murray	29-Mar-10	29-Mar-15
4256972	8	128	Mc Murray	29-Mar-10	29-Mar-15
4256973	2	32	Mc Murray	29-Mar-10	29-Mar-15
4256974	9	144	Mc Murray	29-Mar-10	29-Mar-15
4256975	4	64	Mc Murray	29-Mar-10	29-Mar-15
4256976	4	64	Mc Murray	29-Mar-10	29-Mar-15
4256977	15	240	Naveau (A.C.R.)	29-Mar-10	29-Mar-15
4256978	1	16	Mc Murray	29-Mar-10	29-Mar-15
4256979	11	176	Mc Murray	29-Mar-10	29-Mar-15
4256980	14	224	Mc Murray	29-Mar-10	29-Mar-15
4256981	2	32	Rabazo	29-Mar-10	29-Mar-15
4256983	10	160	Naveau (A.C.R.)	3/28/2010	28-Mar-15
4216050	1	16	Mc Murray	20-Jan-11	20-Jan-15
4216347	1	16	Mc Murray	20-Jan-11	20-Jan-15
4258711	14	224	Mc Murray	9-Feb-11	9-Feb-15
4258712	10	160	Mc Murray	9-Feb-11	9-Feb-15
4258713	4	64	Mc Murray	9-Feb-11	9-Feb-15
4261059	16	256	Mc Murray	20-Jan-11	20-Jan-15
4261060	4	64	Mc Murray	20-Jan-11	20-Jan-15
4261061	9	144	Mc Murray	20-Jan-11	20-Jan-15
4261062	12	192	Mc Murray	20-Jan-11	20-Jan-15
4261063	6	96	Mc Murray	20-Jan-11	20-Jan-15
4255705	4	64	Mc Murray	7-Mar-11	7-Mar-15
4255706	16	256	Mc Murray	7-Mar-11	7-Mar-15
4268579	1	16	Mc Murray	17-Nov-11	17-Nov-15
	182	2912			

Schedule "D"

Surluga Property Option Agreement

(Please see attached

Schedule “E”

Schedule 6.07 – Amended and Restated Joint Venture Agreement

(Please see attached)