WILDCAT SILVER CORPORATION

and

RIVA GOLD CORPORATION

and

0879444 B.C. LTD.

and

MAMMOTH MINERALS INC.

BUSINESS COMBINATION AGREEMENT

May 5, 2010

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BUSINESS COMBINATION AGREEMENT

THIS AGREEMENT is made as of May 5, 2010, among Wildcat Silver Corporation ("**Wildcat**"), a corporation continued under the laws of the Province of British Columbia, Riva Gold Corporation ("**Riva**"), a corporation incorporated under the laws of the Province of British Columbia, 0879444 B.C. Ltd. ("**Subco**"), a corporation incorporated under the laws of the Province of British Columbia and Mammoth Minerals Inc. ("**Mammoth**"), a corporation incorporated under the laws of the Province of British Columbia, (each a "**Party**" and collectively, the "**Parties**").

WHEREAS Subco is a wholly-owned subsidiary of Riva;

AND WHEREAS Riva is a wholly-owned subsidiary of Wildcat, a corporation with common shares listed for trading on the Exchange;

AND WHEREAS the Parties wish to complete a business combination to combine the business and assets of Mammoth with those of Riva and complete certain related transactions, pursuant to which: (i) Riva will complete the Initial Financing; (ii) following the completion of the Initial Financing, and immediately prior to the completion of the Arrangement, Riva will acquire all of the issued and outstanding Mammoth Shares through the amalgamation of Mammoth and Subco pursuant to the Amalgamation; (iii) immediately following the completion of the Amalgamation, Wildcat will complete the Riva Spin-Out by completing the Arrangement; and (iv) forthwith following the completion of the Riva Spin-Out, Riva will complete the Second Financing and obtain the Riva Listing;

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

ARTICLE 1
INTERPRETATION

Section 1.1 Definitions

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the following meanings, respectively:

"Act" means the *Business Corporations Act* (British Columbia) as the same has been and may hereafter from time to time be amended;

"Affiliate" has the meaning ascribed thereto in the Act;

"Agreement", "this Agreement", "herein", "hereto", and "**hereof**" and similar expressions refer to this Agreement, as the same may be amended or supplemented from time to time;

"Amalco" means the amalgamated corporation resulting from the Amalgamation;

"Amalco Shares" means the common shares in the share capital of Amalco;

"Amalgamation" has the meaning ascribed thereto in Section 2.1 hereof;

"Amalgamation Agreement" means the agreement to be entered into among Mammoth, Riva and Subco in respect of the Amalgamation, to be substantially in the form attached as Schedule "A" to this Agreement;

"Arrangement" has the meaning ascribed thereto in Section 2.2 hereof;

"Arrangement Agreement" means the agreement to be entered into between Riva and Wildcat in respect of the Arrangement, to be substantially in the form attached as Schedule "B" to this Agreement;

"Articles of Amalgamation" means the articles confirming the Amalgamation required under the Act to be sent to the Registrar;

"Arawapai Property" means the 10 prospecting permits and 21 claims located in the Arawapai area of Mining District #4-Cuyuni of Guyana in which Mammoth has option interests through its wholly-owned Subsidiary, Arawa Resources Inc.;

"Bonus Shares" means the 666,667 Riva Shares to be issued to Augusta Capital Corporation at the Closing Time in consideration for the Bridge Loan;

"Bridge Loan" means the loan in the principal amount of $500,000 made by Augusta Capital Corporation to Mammoth on March 8, 2010 and represented by the Bridge Note;

"Bridge Note" means the promissory note representing the Bridge Loan, executed by Mammoth in favour of Augusta Capital Corporation and dated for reference May 5, 2010;

"Business Day" means any day, excluding Saturday or Sunday, on which banking institutions are open for business in Vancouver, British Columbia;

"Business Combination" means the series of transactions, as detailed in this Agreement, pursuant to which: (i) Riva will complete the Initial Financing; (ii) following the completion of the Initial Financing, and immediately prior to the completion of the Arrangement, Riva will acquire all of the issued and outstanding Mammoth Shares through the amalgamation of Mammoth and Subco pursuant to the Amalgamation; (iii) immediately following the completion of the Amalgamation, Wildcat will complete the Riva Spin-Out by completing the Arrangement; and (iv) forthwith following the completion of the Riva Spin-Out, Riva will complete the Second Financing and obtain the Riva Listing;

"Certificate of Amalgamation" means the certificate in respect of the Amalgamation issued by the Registrar;

"Closing Time" has the meaning ascribed thereto in Section 8.5 hereof;

"Completion Deadline" means August 15, 2010 or such later date as may be agreed between the Parties in writing;

"Court" means the Supreme Court of British Columbia;

"Debt Instrument" has the meaning ascribed thereto in Section 4.1(23) hereof;

"Documents" means collectively, this Agreement, the Amalgamation Agreement and the Arrangement Agreement;

"Effective Date" means the date on which the last of all documents required to be filed with the Registrar to give effect to the Amalgamation and Arrangement have been filed;

"Environmental Laws" has the meaning ascribed thereto in Section 4.1(18) hereof;

"Exchange" means the TSX Venture Exchange;

"Exchange Ratio" has the meaning given to such term in Section 2.1(5)(b) hereof;

"Final Order" means the final order of the Court made in connection with the approval of the Arrangement;

"Finder's Shares" means the 1,000,000 Riva Shares to be issued to [redacted] at the Closing Time in consideration for acting as finder in connection with the Business Combination;

"Financings" means together, the Initial Financing and the Second Financing;

"GAAP" means, for those generally accepted accounting principles stated in the Handbook of the Canadian Institute of Chartered Accountants, such principles so stated;

"Governing Documents" means, in respect of each Party, its certificate and articles of incorporation, as amended, and its by-laws, as amended;

"Government Authority" means any foreign, national, provincial, local or state government, any political subdivision or any governmental, judicial, public or statutory instrumentality, court, tribunal, agency (including those pertaining to health, safety or the environment), authority, body or entity, or other regulatory bureau, authority, body or entity having legal jurisdiction over the activity or Person in question and, for greater certainty, including the Exchange;

"Initial Financing" means the non-brokered private placement by Riva of 10,300,000 units of Riva at a price of $0.15 per unit, with each unit comprised of one Riva Share and one common share purchase warrant exercisable to acquire one additional Riva Share at the price of $0.20 for a period of two years from the Listing Date;

"Interim Order" means the interim court order of the Court providing for, among other things, the calling and holding of the Wildcat Meeting following the application therefore by Wildcat in connection with the Arrangement;

"in writing" means written information including documents, files, software, records and books made available, delivered or produced to one Party by or on behalf of the other Party;

"Laws" means all laws, statutes, codes, ordinances, decrees, rules, regulations, by laws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and terms and conditions of any grant of approval, permission, authority or license of any Government Authority, statutory body (including the Exchange) or self regulatory authority, and the term "applicable" with respect to such Laws and in the context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Government Authority (or any other Person) having jurisdiction over the aforesaid Person or Persons or its or their business, undertaking, property or securities;

"Listing Date" means the date on which the Riva Shares are listed for trading on the Exchange;

"Mammoth" means Mammoth Minerals Inc., a corporation incorporated under the laws of the Province of British Columbia;

"Mammoth Financial Statements" has the meaning ascribed thereto in subsection 4.1(11) hereof;

"Mammoth Material Agreements" has the meaning ascribed thereto in subsection 4.1(17) hereof;

"Mammoth Meeting" means the annual and special meeting of the Mammoth Shareholders to be held on or about May 31, 2010 to approve the Amalgamation;

"Mammoth Meeting Date" means the date on which the Mammoth Meeting occurs;

"Mammoth Notice" means the notice of the Mammoth Meeting to be sent to the Mammoth Shareholders in connection with the Mammoth Meeting;

"Mammoth Shares" means the common shares in the capital of Mammoth;

"Mammoth Shareholder" means a registered holder of Mammoth Shares, from time to time, and **"Mammoth Shareholders"** means all such holders;

"Material Adverse Change" means any change in the financial condition, prospects, operations, assets, liabilities, or business of a Party and its Subsidiaries, considered as a whole, which is materially adverse to the business of such Party and its Subsidiaries, considered as a whole, other than a change: (a) which arises out of or in connection with a matter that has been publicly disclosed by such Party; (b) resulting from conditions affecting the mining and exploration industry as a whole; or (c) resulting from general economic, financial, currency exchange, securities or commodity market conditions in Canada, the United States, Guyana or elsewhere;

"Material Adverse Effect" means any event, change or effect that is or would reasonably be expected to be materially adverse to the financial condition, prospects, operations, assets, liabilities, or business of a Party and its Subsidiaries, considered as a whole, provided, however, that a Material Adverse Effect shall not include an adverse effect resulting from a change: (a) which arises out of or in connection with a matter that has been publicly disclosed by such Party; (b) resulting from conditions affecting the mining and exploration industry as a whole; or (c) resulting from general economic, financial, currency exchange, securities or commodity market conditions in Canada, the United States, Guyana or elsewhere;

"material fact" has the meaning ascribed thereto in the *Securities Act* (British Columbia) as the same has been and may hereafter from time to time be modified;

"NI 43-101" means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*;

"Noseno Option Agreement" means the option agreement between Mammoth Minerals (Guyana) Inc. and Winslow Higgins dated November 20, 2006 and amended October 30, 2008, which grants Mammoth

Minerals (Guyana) Inc. the exclusive right to explore and develop the Noseno Property and the exclusive option to acquire and obtain, subject to approval by the Guyana Geology and Mines Commission, a 100% interest in and to a prospecting or mining license in respect of the Noseno Property, subject to a 3% net smelter return royalty in favour of Winslow Higgins, in return for annual cash payments which total US$920,000 over five years, of which Mammoth has paid US$237,500 to date;

"Noseno Property" means the Noseno claim block consisting of a contiguous block of 106 claims with an area of 10.66 km^2 in Mining District #5-Northwest of Guyana in which Mammoth has interests through its wholly-owned Subsidiary, Mammoth Minerals (Guyana) Inc. under the Noseno Option Agreement;

"Parties" means, collectively, Wildcat, Mammoth, Riva and Subco, and **"Party"** means each of the Parties as the context requires;

"Person" includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Government Authority, syndicate or other entity, whether or not having legal status;

"Personnel Obligations" means any obligations or liabilities of a Party or any of its Subsidiaries to pay any amount to its or their officers, directors, employees and consultants, other than for salary, bonuses under its or their existing bonus arrangements and directors' fees in the ordinary course, in each case in amounts consistent with historic practices and obligations or liabilities in respect of insurance or indemnification contemplated by this Agreement or arising in the ordinary and usual course of business and, without limiting the generality of the foregoing, Personnel Obligations shall include the obligations of such Party or any of its Subsidiaries to directors, officers, employees and consultants: (a) for payments on or in connection with any change in control of such Party pursuant to any change in control agreements, policies or arrangements, including the payments specified herein; and (b) for any special incentive bonus payments and commitments;

"Plan of Arrangement" means the plan of arrangement set out in Schedule A to the Arrangement Agreement, as amended or supplemented from time to time in accordance with any order of the Court;

"Properties" means, collectively, the Noseno Property, the Williams Property, the Arawapai Property and the Prospecting Licenses;

"Prospecting Licenses" means the four non-contiguous prospecting licenses located in the Noseno/Warapati area of Mining District #5-Northwest of Guyana which have been granted to and are held by Mammoth through its wholly-owned Subsidiary, Mammoth Minerals (Guyana) Inc., the registered holder of such licenses;

"Registrar" means the Registrar of Companies appointed under Section 400 of the Act;

"Regulatory Approval" means any approval, consent, waiver, permit, order or exemption from any Government Authority having jurisdiction or authority over any Party or the Subsidiary of any Party which is required or advisable to be obtained in order to permit the Business Combination to be effected and **"Regulatory Approvals"** means all such approvals, consents, waivers, permits, orders or exemptions;

"Riva" means Riva Gold Corporation, a corporation incorporated under the laws of the Province of

British Columbia and a wholly-owned Subsidiary of Wildcat;

"Riva Listing" means the listing of the Riva Shares for trading on the Exchange;

"Riva Shares" means the common shares in the capital of Riva;

"Riva Spin-Out" means the distribution by Wildcat of all except 1,000,000 of the Riva Shares owned by it to the shareholders of Wildcat on a *pro rata* basis pursuant to the Arrangement;

"Second Financing" means the non-brokered private placement by Riva of 6,000,000 units of Riva at a price of $0.35 per unit, with each unit comprised of one Riva Share and one-half of one common share purchase warrant, with each whole warrant exercisable to acquire one additional Riva Share at a price of $0.50 for a period of one year from the Listing Date;

"Shareholder Loans" means an aggregate amount of $348,900 owing by Mammoth to Michael Cawood ($284,000) and J.D. Mining Ltd. ($64,900);

"Subco" means 0879444 B.C. Ltd., a corporation incorporated under the laws of the Province of British Columbia and a wholly-owned Subsidiary of Riva;

"Subco Shares" means the common shares in the capital of Subco;

"Subsidiary" means, with respect to any Person (for the purposes of this definition, the "parent"), any other Person (other than a natural person), whether incorporated or unincorporated, of which at least a majority of the securities or ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other persons performing similar functions is directly or indirectly owned or controlled by the parent or by one or more of its respective Subsidiaries or by the parent and any one or more of its respective Subsidiaries;

"Taxes" has the meaning ascribed thereto in subsection Section 4.1(13) hereof;

"Technical Report" means the technical report on the Noseno Property entitled "Exploration Potential at Noseno, Northwest Mining District #5, Guyana" prepared by Hendrik Veldhuyzen, M.Sc., P.Geo. in accordance with the provisions of NI 43-101 dated August 14, 2008, as the same has been and may hereafter from time to time be amended;

"Third Party Consents" means all waivers, consents and approvals all consents, approvals, authorizations and waivers of any Persons (other than Governmental Authorities), whether from parties to material agreements or leases or otherwise, which are required or necessary for the completion of the Amalgamation and other transactions contemplated hereby (including all consents, approvals, authorizations and waivers required under the Mammoth Material Agreements);

"to the best of the knowledge" means, with respect to Mammoth or its Subsidiaries, the best of the knowledge of Michael Cawood, after due enquiry concerning the factual matter in question and, with respect to Riva, Wildcat or Subco, to the best of the knowledge of Richard W. Warke, after due enquiry concerning the factual matter in question;

"Wildcat" means Wildcat Silver Corporation, a corporation continued under the law of British Columbia;

"Wildcat Circular" mean the notice of the Wildcat Meeting and accompanying management information circular to be sent to the Wildcat Shareholders in connection with the Wildcat Meeting;

"Wildcat Meeting" means the special meeting of the Wildcat Shareholders to be held on or about July 12, 2010 to approve the Arrangement;

"Wildcat Meeting Date" means the date on which the Wildcat Meeting occurs;

"Wildcat Shares" means the common shares in the capital of Wildcat;

"Wildcat Shareholder" means a registered holder of Wildcat Shares, from time to time, and **"Wildcat Shareholders"** means all such holders;

"Wildcat Warrants" means the issued and outstanding warrants of Wildcat to purchase an aggregate of 10,201,250 Wildcat Shares at a price of $0.50 expiring June 30, 2011; and

"Williams Property" means the Williams claim block consisting of a contiguous block of four claims approximately 4 km to the east-northeast of the Noseno Property in Mining District #5-Northwest of Guyana in which Mammoth has option interests through its wholly-owned Subsidiary, Mammoth Minerals (Guyana) Inc.

Section 1.2 Singular, Plural, etc.

Words importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.

Section 1.3 Deemed Currency

In the absence of a specific designation of any currency any undescribed dollar amount herein shall be deemed to refer to Canadian dollars.

Section 1.4 Headings, etc.

The division of this Agreement into Articles and Sections, the provision of a table of contents hereto and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement to Articles and Sections refer to Articles and Sections of and to this Agreement in which such reference is made.

Section 1.5 Date for any Action

In the event that any date on which any action is required to be taken hereunder by any of the Parties hereunder is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

Section 1.6 Governing Law

This Agreement shall be governed by and interpreted in accordance with the Laws of the Province of British Columbia and the Laws of Canada applicable therein.

Section 1.7 Attornment

The Parties hereby irrevocably and unconditionally consent to and submit to the courts of the Province of British Columbia for any actions, suits or proceedings arising out of or relating to this Agreement or the matters contemplated hereby (and agree not to commence any action, suit or proceeding relating thereto except in such courts) and further agree that service of any process, summons, notice or document by single registered mail to the addresses of the Parties set forth in this Agreement shall be effective service of process for any action, suit or proceeding brought against either Party in such court. The Parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of British Columbia and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum.

ARTICLE 2
THE BUSINESS COMBINATION

Section 2.1 Mammoth Acquisition

Mammoth and Riva covenant and agree, subject to the terms and conditions of this Agreement, to effect the combination of their respective businesses and assets by way of a "three-cornered amalgamation" between Subco, a wholly-owned Subsidiary of Riva, and Mammoth (the **"Amalgamation"**) under the Act. Each Party hereby agrees that, subject to the terms and conditions of this Agreement, it shall take the following steps indicated for it in respect of the Amalgamation:

(1) as promptly as practicable after the execution and delivery of this Agreement, Mammoth shall prepare the Mammoth Notice, together with any and all other documents required by the Act (including the notices required by Section 278 of the Act) or other applicable Laws in connection with the Amalgamation;

(2) as promptly as practicable after the completion of the Mammoth Notice, but in any event not later than May 11, 2010 (or such later date as the Parties may agree, acting reasonably) Mammoth shall (a) cause the Mammoth Notice and all other documentation required in connection with the Mammoth Meeting to be sent to the Mammoth Shareholders, and (b) cause the notices required by Section 278 of the Act to be delivered and published as required by such Section;

(3) Mammoth shall use its commercially reasonable efforts to convene and hold the Mammoth Meeting, as promptly as practicable, but in any event not later than June 2, 2010 (or such later date as the Parties may agree, acting reasonably) for the purpose of considering and, if deemed advisable, approving the Amalgamation and the transactions contemplated thereby (and for any other proper purpose as may be set out in the notice for such meeting and agreed by the Parties, acting reasonably);

(4) within three (3) Business Days following the satisfaction or waiver of the last of the conditions set out in Article 8 of this Agreement, and immediately prior to the Arrangement becoming effective, Riva, Subco and Mammoth shall execute the Amalgamation Agreement and cause the Amalgamation Application and Articles of Amalgamation to be filed with the Registrar to effect the Amalgamation;

(5) as soon as practicable after the Effective Date, in accordance with normal commercial practice, Riva shall issue certificates representing the appropriate number of the Riva Shares to the former Mammoth Shareholders. No fractional Riva Shares will be delivered to any Mammoth Shareholder otherwise entitled thereto; and

(6) the Parties shall take any other action and do anything, including the execution of any other agreements, documents or instruments, that are necessary or useful to give effect to the Amalgamation.

Section 2.2 Riva Spin-Out

Wildcat and Riva covenant and agree, subject to the terms and conditions of this Agreement, to effect the Riva Spin-Out by way of a plan of arrangement (the **"Arrangement"**) under the Act. Each Party hereby agrees that, subject to the terms and conditions of this Agreement, it shall take the following steps indicated for it in respect of the Arrangement:

(1) as promptly as practicable after the execution and delivery of this Agreement, Wildcat shall prepare the Wildcat Circular, together with any and all other documents required by the Act or other applicable Laws in connection with the Arrangement;

(2) if the Amalgamation is approved at the Mammoth Meeting, Wildcat shall, as soon as reasonably practicable thereafter, but in any event not later than June 10, 2010 or such other date as is agreed to by the Parties, apply to the Court pursuant to Section 291 of the Act for an Interim Order providing for, among other things, the calling and holding of the Wildcat Meeting for the purpose of considering and, if deemed advisable, approving the Arrangement;

(3) as promptly as practicable after the completion of the Wildcat Circular and receipt of the Interim Order, but in any event not later than June 15, 2010 (or such later date as the Parties may agree, acting reasonably), Wildcat shall cause the Wildcat Circular and all other documentation required in connection with the Wildcat Meeting to be sent to each Wildcat Shareholder in accordance with the Interim Order;

(4) Wildcat shall use its commercially reasonable efforts to convene and hold the Wildcat Meeting as promptly as practicable, but in any event not later than July 12, 2010 (or such later date as the Parties may agree, acting reasonably), in accordance with the Interim Order for the purpose of considering and, if deemed advisable, approving the Arrangement and the transactions contemplated thereby (and for any other proper purpose as may be set out in the notice for such meeting and agreed by the Parties, acting reasonably);

(5) if the Arrangement is approved at the Wildcat Meeting in accordance with the Interim Order, Wildcat will, as soon as reasonably practicable thereafter, apply to the Court for the Final Order;

(6) within three (3) Business Days following the satisfaction or waiver of the last of the conditions set out in Article 8 of this Agreement and immediately after the filing of the Amalgamation Application and Articles of Amalgamation to effect the Amalgamation, Riva and Wildcat shall cause the Plan of Arrangement and Final Order to be filed with the Registrar to effect the Arrangement;

(7) as soon as practicable after the Effective Date, in accordance with normal commercial practice, Riva shall issue or cause to be issued certificates representing the appropriate number of the Riva Shares to the Wildcat Shareholders. No fractional Riva Shares will be delivered to any Wildcat Shareholder otherwise entitled thereto;

(8) in connection with the completion of the Business Combination, Riva will, at the Closing Time: (a) issue the Finder's Shares to [redacted] as a finder's fee, (b) issue the Bonus Shares to Augusta Capital Corporation; (c) pay and issue to Michael Cawood (or as he directs in writing) $142,000 and 405,714 Riva Shares and pay and issue to J.D. Mining Ltd. (or as it directs in writing) $32,450 and 92,714 Riva Shares, in full and final settlement of the Shareholder Loans; and (d) reserve for issuance an additional 1,024,407 Riva Shares issuable upon exercise of the Wildcat Warrants (subject to adjustment in the event of exercise of Wildcat Warrants prior to such exchange); and

(9) the Parties shall take any other action and do anything, including the execution of any other agreements, documents or instruments, that are necessary or useful to give effect to the Arrangement.

Section 2.3 Implementation Covenants

(1) Riva and Mammoth shall cooperate in the taking of all such action as may be required under the Act in connection with the transactions contemplated by this Agreement, the Amalgamation Agreement and the Arrangement Agreement.

(2) Each of Riva and Mammoth shall, on a timely basis, furnish to the other all such information concerning it and its shareholders as may be required to effect the actions described in Section 2.1, Section 2.2 and the foregoing provisions of this Section 2.3.

(3) The Parties hereby acknowledge that the Amalgamation Agreement shall be substantially in the form attached as Schedule "A" and the Arrangement Agreement shall be in substantially the form attached as Schedule "B".

(4) Upon completion of the Business Combination, the Financings, the issuance of the Bonus Shares and Finder's Shares and the settlement of the Shareholder Loans as contemplated by this Agreement, Riva will have no more than 39,357,748 Riva Shares outstanding and not more than 14,324,407 Riva Shares reserved for issuance on exercise of the Wildcat Warrants and the common share purchase warrants of Riva issued pursuant to the Financings.

Section 2.4 Riva Board of Directors and Senior Officers

Each of the Parties hereby agrees that upon completion of the Business Combination and for the purpose of the Riva Listing (but subject to the final approval of the Exchange), the board of directors of Riva shall consist of a minimum of three (3) members, two (2) of whom shall be nominated by Riva and one (1) of whom shall be nominated by Mammoth, and management of the Riva will be comprised of existing management of Riva and Mammoth, as follows (or such other persons as the Parties may agree):

Richard W. Warke (Chairman);
Michael Cawood (President); and
Paul Ireland (Chief Financial Officer).

Section 2.5 Riva Listing; Second Financing

Each of Wildcat and Riva shall use its commercially reasonable best efforts to complete the Second Financing and achieve the Riva Listing as promptly as practicable following the Effective Date.

ARTICLE 3
PUBLICITY

Section 3.1 Publicity

Each of the Parties agrees that, other than as may be required by applicable Laws, all press releases or other written public or private statements to the press issued in connection with the Business Combination shall be mutual press releases or other written public or private statements to the press of the Parties.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of Mammoth

Mammoth hereby represents and warrants to Wildcat, Riva and Subco, and acknowledges that Wildcat, Riva and Subco are relying upon such representations and warranties, as follows:

(1) Mammoth has been duly incorporated and is validly existing under the laws of the Province of British Columbia and is current and up-to-date with all filings required to be made by it in such jurisdiction;

(2) Exhibit 4.1(2) hereto lists each Subsidiary of Mammoth and accurately summarizes the percentage of direct or indirect ownership of each such Subsidiary by Mammoth and all of the issued shares in each Subsidiary owned directly or indirectly by Mammoth are free and clear of any pledge, lien, security interest, charge, claim or encumbrance, and none of Mammoth or such Subsidiaries is a party or has granted any agreement, warrant, option or right or privilege capable of becoming an agreement, for the purchase, subscription or issuance of any securities of such Subsidiaries or securities convertible into or exchangeable for any securities of such Subsidiaries. Each such Subsidiary has been duly incorporated and is validly existing under the laws of the jurisdiction of its incorporation and is current and up-to-date with all filings required to be made by it in such jurisdiction;

(3) Mammoth has full corporate power, capacity and authority to undertake all steps of the Business Combination contemplated in the Documents for which it is responsible and to carry out its obligations under this Agreement and the Amalgamation Agreement;

(4) the authorized capital of Mammoth consists of an unlimited number of Mammoth Shares, of which, at the date hereof, there are 15,907,143 Mammoth Shares issued and outstanding; except for such Mammoth Shares, Mammoth has no other securities issued and outstanding;

(5) Mammoth is not party to and has not granted any agreement, warrant, option or right or privilege capable of becoming an agreement, for the purchase, subscription or issuance of any

Mammoth Shares or securities convertible into or exchangeable for Mammoth Shares;

(6) (a) Mammoth is not a reporting issuer or the equivalent in any jurisdiction; (b) no order ceasing, halting or suspending trading in securities of Mammoth or prohibiting the distribution of such securities has been issued to and is outstanding against Mammoth and no investigations or proceedings for such purposes are, to the knowledge of Mammoth, pending or threatened; and (c) Mammoth is not an associate of any reporting issuer (as defined in the *Securities Act* (British Columbia));

(7) this Agreement has been (and the Amalgamation Agreement will be) duly executed and delivered by Mammoth and constitutes (or, in respect of the Amalgamation Agreement, will constitute at the Closing Time) a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity;

(8) each of Mammoth and its Subsidiaries has all requisite corporate capacity, power and authority, and possesses all material certificates, authority, permits and licenses issued by the appropriate state, provincial, municipal or federal regulatory agencies or bodies necessary to conduct the business as now conducted by it, and to own its assets and is in compliance in all material respects with such certificates, authorities, permits or licenses. None of Mammoth or its Subsidiaries has received any notice of proceedings relating to the revocation or modification of any such certificate, authority, permit or license which, singly or in the aggregate, if the subject of an unfavourable decision, order, finding or ruling, would have a Material Adverse Effect;

(9) the entering into and the performance by Mammoth of the Business Combination contemplated in the Documents to which it is a party: (a) do not require any Third Party Consent or any consent, approval, authorization or order of any court or governmental agency, body or Government Authority, except that which may be required by Mammoth under applicable corporate legislation; (b) will not contravene any statute or regulation of any Government Authority which is binding on Mammoth or any of its Subsidiaries where such contravention would have a Material Adverse Effect; and (c) will not result in the breach of, or be in conflict with, or constitute a default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a default under any term or provision of the constating documents, by-laws or resolutions of Mammoth or any of its Subsidiaries or any mortgage, note, indenture, contract or agreement instrument, lease or other document to which Mammoth or any of its Subsidiaries is a party, or any judgment, decree or order or any term or provision thereof, which breach, conflict or default would have a Material Adverse Effect;

(10) there are no legal or governmental proceedings pending or, to the knowledge of Mammoth, contemplated or threatened, to which Mammoth or any of its Subsidiaries is a party or to which the property of Mammoth or any of its Subsidiaries is subject;

(11) the audited consolidated financial statements of Mammoth for the years ended July 31, 2008 and July 31, 2009 and the unaudited consolidated interim financial statements of Mammoth for the period ended January 31, 2010 and the notes thereto (the "**Mammoth Financial Statements**"), in the draft form provided to Wildcat and Riva (and will, upon completion) present fairly, in all material respects, the financial position of Mammoth and its Subsidiaries as at such date, and do not (and will not, upon completion) omit to state any material fact that is required by applicable Laws to be stated or reflected therein or which is necessary to make the statements contained therein not misleading;

(12) there are no material liabilities of Mammoth or its Subsidiaries whether direct, indirect, absolute, contingent or otherwise which are not disclosed or reflected in the Mammoth Financial Statements except those incurred in the ordinary course of business as of the date hereof and disclosed in writing to Riva;

(13) all taxes (including income taxes, capital tax, payroll taxes, employer health taxes, workers' compensation payments, property taxes, sales, use, goods and services taxes, value-added taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, **"Taxes")** due and payable by Mammoth or its Subsidiaries have been paid or provision made therefor in the Mammoth Financial Statements except where the failure to pay such Taxes would not result in a Material Adverse Effect for Mammoth. All tax returns, declarations, remittances and filings required to be filed by Mammoth or its Subsidiaries have been filed with all appropriate Government Authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of Mammoth, no examination of any tax return of Mammoth or its Subsidiaries is currently in progress and there are no issues or disputes outstanding with any Government Authority respecting any Taxes that have been paid, or may be payable, by Mammoth and any of its Subsidiaries. There are no agreements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to Mammoth or any of its Subsidiaries;

(14) there is no person, firm or company acting or purporting to act at the request of Mammoth or any of its Subsidiaries, who is entitled to any brokerage or finder's fee in connection with the transactions contemplated herein;

(15) each of Mammoth and its Subsidiaries has conducted and is conducting its business in compliance in all material respects with all applicable Laws of each jurisdiction in which it carries on business and with all Laws material to its operation, including, without limitation, all applicable laws, regulations and statutes relating to mining and/or mining claims, concessions, licenses or leases, and none of Mammoth or its Subsidiaries has received any notice of the revocation or cancellation of, or any intention to revoke or cancel, any of the mining claims, concessions, licenses, leases or other instruments conferring rights to Mammoth or any of its Subsidiaries, including mineral rights in respect of their material properties;

(16) all activities of Mammoth and its Subsidiaries have been, up to and including the date hereof, conducted in compliance, in all material respects, with any and all applicable Laws, including, without limitation, Environmental Laws as defined below;

(17) Exhibit 4.1(17) hereto lists each material agreement pursuant to which Mammoth or its Subsidiaries holds its material assets (collectively, the "**Mammoth Material Agreements**"), and each such Mammoth Material Agreement is valid and subsisting, in full force and effect, and enforceable in accordance with its terms neither Mammoth nor its Subsidiaries, as applicable, is in default of any of the material provisions of any such agreements including, without limitation, failure to fulfil any payment or work obligation thereunder nor has any such default been alleged, Mammoth is not aware of any material disputes with respect thereto and such assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated, all leases, licenses and concessions pursuant to which Mammoth or its Subsidiaries, as

applicable derives its interest in such material assets are in good standing and there has been no material default under any such leases, licenses and concessions and all real or other property taxes required to be paid with respect to such assets to the date hereof have been paid;

(18) to the best of the knowledge of Mammoth, all the properties in which Mammoth or its Subsidiaries has any freehold, leasehold, license or other interest are free and clear of any hazardous or toxic material, pollution, or other adverse environmental conditions which may give rise to any and all claims, actions, causes of action, damages, losses, liabilities, obligations, penalties, judgments, amounts paid in settlement, assessments, costs, disbursement or expenses (including, without limitation, attorneys' fees and costs, experts' fees and costs, and consultant's fees and costs) of any kind or of any nature whatsoever that are asserted against Mammoth or its Subsidiaries, alleging liability (including, without limitation, liability for studies, testing or investigatory costs, cleanup costs, response costs, removal costs, remediation costs, contaminant costs, restoration costs, corrective action costs, closure costs, reclamation costs, natural resource damages, property damages, business losses, personal injuries, penalties or fines) arising out of, based on or resulting from (i) the presence, release, threatened release, discharge or emission into the environment of any hazardous materials or substances existing or arising on, beneath or above properties and/or emanating or migrating and/or threatening to emanate or migrate from such properties to off-site properties; (ii) physical disturbance of the environment; and (iii) the violation or alleged violation of all applicable Laws aimed at reclamation or restoration of such properties; abatement of pollution; protection of the environment, protection of wildlife, including endangered species; ensuring public safety from environmental hazards; protection of cultural and historic resources; management, storage or control of hazardous materials and substances; releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances as wastes into the environment, including without limitation, ambient air, surface water and groundwater; and all other applicable Laws relating to the manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes (collectively, **"Environmental Laws"**); and to the best of the knowledge of Mammoth, all environmental approvals required pursuant to Environmental Laws with respect to activities carried out on any part of the lands covered by such properties, have been obtained, are valid and in full force and effect and have been complied with; and there are no proceedings commenced or, to the knowledge of Mammoth, threatened to revoke or amend any such environmental approvals;

(19) except as disclosed in the Mammoth Financial Statements, no current or former director, officer, shareholder, employee or independent contractor of Mammoth or any of its Subsidiaries or any person not dealing at arm's length within the meaning of the *Income Tax Act* (Canada) with any such person is indebted to Mammoth or any of its Subsidiaries, as applicable;

(20) there are no outstanding labour disputes, (whether filed or lodged with Mammoth or any other person or organization), pending labour disruptions or pending unionization with respect to Mammoth or any of its Subsidiaries;

(21) neither Mammoth nor any Mammoth Subsidiary is bound by or a party to any employment contracts or any collective bargaining agreement;

(22) there is not, in the constating documents or in any agreement, mortgage, note, debenture, indenture or other instrument or document to which Mammoth is a party any restriction upon or impediment to, the declaration or payment of dividends by the directors of Mammoth or the

payment of dividends by Mammoth to the holders of its securities;

(23) except for the Bridge Loan and as disclosed in the Mammoth Financial Statements, neither Mammoth nor any Mammoth Subsidiary is a party to any loan, bond, debenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money (**"Debt Instrument"**) or any agreement contract or commitment to create, assume or issue any Debt Instrument;

(24) neither Mammoth nor any Mammoth Subsidiary is a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of Mammoth or any Mammoth Subsidiary to compete in any line of business, or to transfer or move any of its assets or operations or which materially or adversely affects the business practices, operations or condition of Mammoth or any Mammoth Subsidiary or which would prohibit or restrict Mammoth from entering into and completing the Business Combination;

(25) Mammoth is not a party to any agreement nor is Mammoth aware of any agreement, which in any manner affects the voting control of any of the Mammoth Shares or other securities of Mammoth;

(26) Mammoth is not aware of any pending or contemplated change to any applicable Law or governmental position that would materially affect the business of Mammoth and its Subsidiaries taken as a whole or the legal environments under which Mammoth and its Subsidiaries operate;

(27) Mammoth or one of its Subsidiaries, as applicable, holds either freehold title, mining leases, mining concessions, mining claims or option or participating interests or other conventional property or proprietary interests or rights, recognized in Guyana, in respect of the ore bodies and minerals located in the Properties under valid, subsisting and enforceable documents or recognized and enforceable agreements or instruments, including, without limitation, the Noseno Option Agreement, sufficient to permit the corporation to explore the minerals relating to the Properties, and all material property, options, leases or claims in which Mammoth or its Subsidiaries has an interest or right have been validly located and recorded in accordance with all applicable Laws and are valid and subsisting. Mammoth or one of its Subsidiaries has all necessary surface rights, access rights and other necessary rights and interests relating to the Properties granting it the right and ability to explore for minerals, ore and metals for development purposes as are appropriate in view of the rights and interest therein of such corporation, with only such exceptions as do not materially interfere with the use made by such corporation of the rights or interest so held, and each of the proprietary interests or rights and each of the documents, agreements and instruments and obligations relating thereto referred to above is currently in good standing in the name of Mammoth or its Subsidiaries, as applicable;

(28) Mammoth is in material compliance with NI 43-101 in connection with the disclosure of scientific or technical information made by Mammoth concerning the Noseno Property and the Technical Report complies with NI 43-101;

(29) Mammoth has made available to the author of the Technical Report, prior to the issuance thereof, for the purpose of preparing the Technical Report, all information requested, and to the best of the knowledge of Mammoth at the time the information was provided, such information did not contain any material misrepresentation;

(30) the corporate records and minute books of Mammoth contain, in all material respects, complete and accurate minutes of all meetings of the directors and shareholders since its date of

incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed;

(31) (a) there are no claims, actions, suits, complaints, investigations or proceedings (whether private, governmental or otherwise, and whether or not purportedly on behalf of Mammoth or any of the Mammoth Subsidiaries) in progress, pending, or to the knowledge of Mammoth, threatened, against or affecting Mammoth or any of the Mammoth Subsidiaries, at law or in equity, or before or by any tribunal; (b) there is no judgment, decree, injunction, ruling, order or award of any tribunal outstanding against or affecting Mammoth or any of the Mammoth Subsidiaries; and (c) Mammoth is not aware of any grounds on which any such action, suit, investigation or proceeding might be commenced with any reasonable likelihood of success, and does not have any present plans or intentions to initiate any litigation, arbitration or other proceedings against any third party;

(32) neither Mammoth nor any of its Subsidiaries has, directly or indirectly: (A) made or authorized any contribution, payment or gift of funds or property to any official, employee or agent of any Government Authority of any jurisdiction; or (B) made any contribution to any candidate for public office, in either case, where either the payment or the purpose of such contribution, payment or gift was, is, or would be prohibited under the *Canada Corruption of Foreign Public Officials Act* (Canada), the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) or the rules and regulations promulgated thereunder or under any other Law of any relevant jurisdiction covering a similar subject matter applicable to Mammoth or any of its Subsidiaries and their respective operations; and

(33) no representation, warranty or statement of Mammoth in the Documents to which it is a party contains or will contain at the Closing Time any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading.

Section 4.2 Representations and Warranties of Wildcat, Riva and Subco

Each of Wildcat, Riva and Subco hereby represents and warrants to Mammoth, and acknowledge that Mammoth is relying upon these representations and warranties in connection with the entering into of this Agreement, as follows:

(1) Wildcat has been continued and is validly existing under the laws of the Province of British Columbia and is current and up-to-date with all filings required to be made by it in such jurisdiction;

(2) each of Riva and Subco has been duly incorporated and is validly existing under the laws of the Province of British Columbia and is current and up-to-date with all filings required to be made by it in such jurisdiction;

(3) each of Wildcat, Riva and Subco has full corporate power, capacity and authority to undertake all steps of the Business Combination contemplated in the Documents for which it is responsible and to carry out its obligations under the Documents to which it is a party;

(4) the authorized, issued and outstanding securities of Riva consists of an unlimited number of Riva Shares, of which 10,392,653 Riva Shares are currently issued and outstanding; Wildcat is the registered and beneficial owner of all of the issued and outstanding Riva Shares as at the date

(5) the authorized capital of Subco consists of an unlimited number of common shares, of which one (1) common share is issued and outstanding; Riva is the registered and beneficial owner of the only issued and outstanding common share of Subco and neither Riva nor Subco is a party or has granted any agreement, warrant, option or right or privilege capable of becoming an agreement, for the purchase, subscription or issuance of any securities of Riva or Subco or securities convertible into or exchangeable for any securities of Riva or Subco other than as disclosed in this Agreement;

(6) neither Riva nor Subco has entered into any contract in respect of its business or assets, other than in the ordinary course of business or in connection with the Business Combination, and Riva has continued to carry on its business and maintain its assets in the ordinary course of business, with the exception of reasonable costs incurred in connection with the Business Combination, and without limitation but subject to the above exceptions, has maintained payables and other liabilities at levels consistent with past practice, not engaged or committed to engage in any extraordinary material transactions and has not made or committed to make distributions, dividends or special bonuses;

(7) (a) Wildcat is a reporting issuer in each of British Columbia and Alberta; and (b) no order ceasing, halting or suspending trading in securities of Wildcat or prohibiting the distribution of such securities has been issued to and is outstanding against Wildcat and no investigations or proceedings for such purposes are, to the knowledge of Wildcat, pending or threatened;

(8) (a) Riva is not a reporting issuer or the equivalent in any jurisdiction; (b) no order ceasing, halting or suspending trading in securities of Riva or prohibiting the distribution of such securities has been issued to and is outstanding against Riva and no investigations or proceedings for such purposes are, to the knowledge of Wildcat or Riva, pending or threatened; and (c) Riva is not an associate of any reporting issuer (as defined in the *Securities Act* (British Columbia), other than Wildcat;

(9) Riva has no associates (as defined in the *Securities Act* (British Columbia)) other than Subco and Wildcat and is not a partner, co-tenant, joint venturer or otherwise a participant in any partnership, joint venture, co-tenancy or other similarly joint owned business;

(10) each of Riva and Subco has all requisite corporate capacity, power and authority, and possesses all material certificates, authority, permits and licenses issued by the appropriate state, provincial, municipal or federal regulatory agencies or bodies necessary to conduct the business as now conducted by it and to own its assets and is in compliance in all material respects with such certificates, authorities, permits or licenses. None of Riva or Subco has received any notice of proceedings relating to the revocation or modification of any such certificate, authority, permit or license which, singly or in the aggregate, if the subject of an unfavourable decision, order, finding or ruling, would materially and adversely affect the conduct of the business, operations, financial condition, income or future prospects of Riva and Subco taken as a whole;

(11) this Agreement has been (and the Amalgamation Agreement and Arrangement Agreement, as applicable, will be) duly executed and delivered by Wildcat, Riva and Subco (as applicable) and constitutes (or, in respect of the Amalgamation Agreement and Arrangement Agreement, will constitute at the Closing Time) a legal, valid and binding obligation, enforceable against Wildcat, Riva and Subco (as applicable) in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity;

(12) the entering into and the performance by Wildcat, Riva and Subco of the transactions contemplated in the Documents to which it is or shall be a party:

(a) do not require any consent, approval, authorization or order of any court or Government Authority, except as may be required under the Act;

(b) will not contravene any statute or regulation of any Government Authority which is binding on Wildcat, Riva or Subco where such contravention would have a Material Adverse Effect; and

(c) will not result in the breach of, or be in conflict with, or constitute a default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a default under any term or provision of the constating documents, by-laws or resolutions of Wildcat, Riva or Subco or any mortgage, note, indenture, contract or agreement, instrument, lease or other document to which Wildcat, Riva or Subco is a party, or any judgment, decree or order or any term or provision thereof, which breach, conflict or default would have a Material Adverse Effect;

(13) there are no legal or governmental proceedings pending or, to the knowledge of Riva, contemplated or threatened, to which Riva or Subco is a party or to which the property of Riva or Subco is subject;

(14) neither Riva nor Subco has any outstanding material liability, whether direct, indirect, absolute or contingent or otherwise;

(15) other than in connection with the Business Combination, neither Riva nor Subco has engaged in any transaction with any non-arm's length person;

(16) all Taxes due and payable by Riva and Subco have been paid or provision made therefor in the financial statements of Riva except for where the failure to pay such Taxes would not result in a Material Adverse Effect for Riva and Subco. All tax returns, declarations, remittances and filings required to be filed by Riva and Subco have been filed with all appropriate Government Authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of Riva, no examination of any tax return of Riva or Subco is currently in progress and there are no issues or disputes outstanding with any Government Authority respecting any Taxes that have been paid, or may be payable, by Riva or any of its Subsidiaries. There are no agreements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to Riva or Subco;

(17) there is no person, firm or company acting or purporting to act at the request of Wildcat, Riva or Subco who is entitled to any brokerage or finder's fee in connection with the

transactions contemplated in the Documents, except for 2241068 Ontario Ltd., which is acting as finder in connection with the Business Combination and will receive the Finder's Shares in such capacity;

(18) each of Riva and Subco has conducted and is conducting its business in compliance in all material respects with all applicable Laws of each jurisdiction in which it carries on business and with all Laws material to its operation and neither Riva nor Subco has received any notice of the revocation or cancellation of, or any intention to revoke or cancel, any concessions, licenses, leases or other instruments conferring rights to Riva or Subco;

(19) to the knowledge of Riva, all activities of Riva and Subco have been, up to and including the date hereof, conducted in compliance, in all material respects, with any and all applicable Laws, including, without limitation, Environmental Laws;

(20) to the best of the knowledge of Riva, any and all material agreements pursuant to which each of Riva and Subco holds any of its material assets are valid and subsisting agreements in full force and effect, enforceable in accordance with their respective terms, neither Riva nor Subco is in default of any of the material provisions of any such agreements including without limitation failure to fulfil any payment or work obligation thereunder nor has any such default been alleged, Riva is not aware of any material disputes with respect thereto and such assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated, all leases, licenses and concessions pursuant to which Riva or Subco derives its interest in such material assets are in good standing and there has been no material default under any such leases, licenses and concessions and all real or other property taxes required to be paid with respect to such assets to the date hereof have been paid;

(21) neither Riva nor Subco is bound by or a party to any employment contracts. No current or former director, officer, shareholder, employee or independent contractor of Riva or Subco or any person not dealing at arm's length within the meaning of the *Income Tax Act* (Canada) with any such person is indebted to Riva or Subco, as applicable;

(22) since the date of its incorporation neither Riva nor Subco has, directly or indirectly, declared or paid any dividend or declared or made any other distribution on Riva Shares or Subco Shares, respectively, or securities of any class, or, directly or indirectly, redeemed, purchased or otherwise acquired any Riva Shares or Subco Shares, respectively or other securities or agreed to do any of the foregoing;

(23) there is not, in the constating documents or in any agreement, mortgage, note, debenture, indenture or other instrument or document to which Riva or Subco is a party any restriction upon or impediment to, the declaration or payment of dividends by the directors of Riva or Subco or the payment of dividends by Riva or Subco to the holders of their respective securities;

(24) neither Riva nor Subco is a party to any Debt Instrument or any agreement, contract or commitment to create, assume or issue any Debt Instrument;

(25) none of Wildcat, Riva nor Subco is a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of Riva or Subco to compete in any line of business, or to transfer or move any of its assets or operations or which materially or adversely affects the business practices,

operations or condition of Riva and Subco taken as a whole or which would prohibit or restrict Wildcat, Riva or Subco from entering into and completing the Business Combination;

(26) other than in connection with the Business Combination, none of Wildcat, Riva nor Subco is a party to any agreement which in any manner affects the voting control of any of the securities of Riva or Subco;

(27) neither Wildcat nor Riva is aware of any pending or contemplated change to any applicable Law or governmental position that would materially affect the business of Riva and Subco taken as a whole or the legal environments under which Riva and Subco operate;

(28) the corporate records and minute books of Riva and Subco contain, in all material respects, complete and accurate minutes of all meetings of the directors and shareholders since its date of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed;

(29) there are no claims, actions, suits, complaints, investigations or proceedings (whether private, governmental or otherwise, and whether or not purportedly on behalf of Riva or Subco) in progress, pending, or to the knowledge of Wildcat or Riva, threatened, against or affecting Riva or Subco, at law or in equity, or before or by any tribunal. There is no judgment, decree, injunction, ruling, order or award of any tribunal outstanding against or affecting Riva or Subco. Neither Wildcat nor Riva is aware of any grounds on which any such action, suit, investigation or proceeding might be commenced with any reasonable likelihood of success, and does not have any present plans or intentions to initiate any litigation, arbitration or other proceedings against any third party; and

(30) no representation, warranty or statement of Wildcat, Riva or Subco in the Documents pursuant to which it is a party contains or will contain at the Closing Time any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading.

Section 4.3 Survival

For greater certainty, the representations and warranties of each of Wildcat, Mammoth, Riva and Subco contained herein shall survive the execution and delivery of this Agreement and shall terminate and be extinguished on the earlier of the termination of this Agreement in accordance with its terms and the Closing Time.

ARTICLE 5
CONDUCT OF BUSINESS

Section 5.1 Conduct of Business by Riva, Subco and Mammoth

Except as required by Law or is otherwise expressly permitted or specifically contemplated by this Agreement, each of Riva, Subco and Mammoth covenants and agrees that, during the period from the date of this Agreement until the earlier of either the Effective Date or the time that this Agreement is terminated by its terms, unless each of the Parties shall otherwise agree in writing:

(a) it shall (and Wildcat shall cause Riva and Subco to and Mammoth shall cause its Subsidiaries to) conduct business in, and not take any action except in, the usual and ordinary course of business, with the exception of reasonable costs incurred in connection with the Business Combination, and it shall (and Wildcat shall cause Riva and Subco to and Mammoth shall cause its Subsidiaries to) use all commercially reasonable efforts to maintain and preserve its business organization, assets, employees and advantageous business relationships and it shall not (and Wildcat shall cause Riva and Subco to and Mammoth shall cause its Subsidiaries to) without the prior written consent of the other Parties, enter into any contract in respect of its business or assets, other than in the ordinary course of business, and without limitation but subject to the foregoing, shall maintain payables and other liabilities at levels consistent with past practice, shall not engage or commit to engage in any extraordinary material transactions and shall not make or commit to make distributions, dividends or special bonuses, without the prior written consent of the other Parties; and

(b) other than as contemplated by this Agreement, it shall not (and Wildcat shall cause Riva and Subco to and Mammoth shall cause its Subsidiaries to) directly or indirectly do any of the following:

(i) amend its Governing Documents;

(ii) declare, set aside or pay any dividend or other distribution or payment (whether in cash, shares or property) in respect of its shares owned by any Person other than inter-corporate loans and advances;

(iii) issue, grant, sell or pledge or agree to issue, grant, sell or pledge any shares, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire shares other than in connection with the Financing;

(iv) redeem, purchase or otherwise acquire any of its outstanding shares or other securities including, without limitation, under an issuer bid;

(v) split, combine or reclassify any of its shares;

(vi) adopt a plan of liquidation or resolutions providing for the liquidation, dissolution, merger, consolidation or reorganization of itself or any of its Subsidiaries; or

(vii) enter into or modify any contract, agreement, commitment or arrangement with respect to any of the foregoing, except as permitted above.

ARTICLE 6
COVENANTS

Section 6.1 Waiver of Notice of Subco Shareholder Meeting and Resolution in Lieu of Meeting by Riva

Riva, as sole shareholder of Subco, shall (and Wildcat shall cause Riva to) waive notice of and its attendance at a meeting of the shareholders of Subco to approve the Amalgamation and shall sign a resolution in writing of the sole shareholder of Subco approving the Amalgamation.

Section 6.2 Representations and Warranties

(1) Mammoth covenants and agrees that from the date hereof until the termination of this Agreement it shall not, and shall ensure that its Subsidiaries do not, take any action, or fail to take any action, which would or may reasonably be expected to result in the representations and warranties set out in Section 4.1 being untrue in any material respect.

(2) Each of Wildcat, Riva and Subco covenants and agrees that, from the date hereof until the termination of this Agreement it shall not take any action, or fail to take any action, which would or may reasonably be expected to result in the representations and warranties set out in Section 4.2 being untrue in any material respect.

Section 6.3 Notice of Material Change

(1) From the date hereof until the termination of this Agreement, each of Wildcat, Riva and Mammoth shall promptly notify the other Parties in writing of:

(a) any material change (actual, anticipated, contemplated or, to the knowledge of such Party, threatened, financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of Riva, Mammoth and their respective Subsidiaries, taken as whole;

(b) any change in the facts relating to any representation or warranty set out in Section 4.1 or Section 4.2 hereof, as applicable, which change is or may be of such a nature as to render any such representation or warranty misleading or untrue in a material respect; or

(c) any material fact which arises and which would have been required to be stated herein had the fact arisen on or prior to the date of this Agreement.

(2) Each of the Parties shall in good faith discuss with the other any change in circumstances (actual, anticipated, contemplated or, to the knowledge of such Party, threatened, financial or otherwise) which is of such a nature that there may be a reasonable question as to whether notice need to be given to the other pursuant to this section.

Section 6.4 Non-Solicitation

Except in connection with the Business Combination or as otherwise contemplated in this Agreement, none of Wildcat, Riva, Subco or Mammoth shall solicit any offers to purchase the shares or assets of Riva, Subco or Mammoth (as applicable) and none of Wildcat, Riva or Mammoth will initiate or encourage any discussions or negotiations with any third party with respect to such a transaction or amalgamation, merger, take-over, plan of arrangement or similar transaction during the period commencing on the date hereof and ending on the termination of this Agreement. The Parties shall immediately cease and cause to be terminated any existing discussions or negotiations with any third party related to any of the foregoing. In the event any of the Parties is approached in respect of any such transaction, it shall immediately notify the other.

Section 6.5 Other Covenants

Each of the Parties covenants and agrees that it shall:

(a) use all commercially reasonable efforts to consummate the Business Combination subject only to the terms and conditions hereof and thereof;

(b) use all commercially reasonable efforts to obtain all appropriate Regulatory Approvals;

(c) with respect to Riva, Subco and Mammoth only, not, other than in connection with the Business Combination, split, consolidate or reclassify any of its outstanding securities, nor declare, set aside or pay any dividends on or make any other distributions on or in respect of its outstanding securities; and

(d) with respect to Riva, Subco and Mammoth only, not, other than in connection with the Business Combination, reorganize, amalgamate or merge with any other person, nor acquire by amalgamating, merging or consolidating with, purchasing a majority of the voting securities or substantially all of the assets of or otherwise, any business or Person which acquisition or other transaction would reasonably be expected to prevent or materially delay the Business Combination contemplated hereby.

ARTICLE 7
MUTUAL COVENANTS

Section 7.1 Other Filings

Subject to the terms and conditions of this Agreement and subject to fiduciary obligations under applicable Laws, each of the Parties hereto agrees to use all commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the Business Combination contemplated by this Agreement and to cooperate with each other in connection with the foregoing, including using commercially reasonable efforts:

(a) to obtain all Third Party Consents;

(b) to defend all lawsuits or other legal proceedings challenging this Agreement or the consummation of the Business Combination contemplated hereby;

(c) to cause to be lifted or rescinded any injunction or restraining order or other order adversely affecting the ability of the Parties to consummate the Business Combination contemplated hereby;

(d) to effect all necessary registrations and other filings and submissions of information requested by Government Authorities; and

(e) to fulfill all conditions and satisfy all provisions of this Agreement.

For purposes of the foregoing, the obligation to use **"commercially reasonable efforts"** to obtain waivers, consents and approvals to loan agreements, leases and other contracts shall not include any obligation to agree to a materially adverse modification of the terms of such documents or to prepay or incur additional material obligations to such other Parties.

ARTICLE 8
CONDITIONS AND CLOSING MATTERS

Section 8.1 Mutual Conditions Precedent

The respective obligations of the Parties hereto to complete each step of the Business Combination contemplated by this Agreement shall be subject to the satisfaction, on or before the Effective Date, of the following conditions precedent, each of which may be waived only by the mutual consent of the Parties:

(a) there shall not be in force any order or decree restraining or enjoining the consummation of any steps of the Business Combination;

(b) this Agreement shall not have been terminated pursuant to Article 9;

(c) all Regulatory Approvals in respect of each step of the Business Combination shall have been obtained;

(d) the Initial Financing shall have been completed for gross proceeds of $1,545,000; provided, however, that a portion of the subscription price equal to the principal amount of the Bridge Loan and interest accrued thereon as at the date of the Initial Financing shall be satisfied by Augusta Capital Corporation assigning the Bridge Loan and the Bridge Note to Riva, with the balance payable in cash;

(e) no Party shall have entered into any transaction or contract which would be likely to have a material effect on the financial and operational condition, prospects or the assets of such Party or another Party without first discussing and obtaining the approval of the other Parties;

(f) the requisite approval of the Mammoth Shareholders of the Amalgamation shall have been obtained;

(g) the requisite approval of the Wildcat Shareholders of the Arrangement shall have been obtained; and

(h) the Final Order shall have been granted by the Court.

If any of the above conditions shall not have been complied with or waived by the Parties on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then a Party may terminate this Agreement in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by the Party terminating the Agreement, In the event that the failure to satisfy any one or more of the above conditions precedent results from a material default by a Party of its obligations under this Agreement and if such condition(s) precedent would have been satisfied but for such default, such defaulting Party shall not rely on such failure (to satisfy one or more of the above conditions) as a basis for its own non-compliance with its obligations under this Agreement.

Section 8.2 Additional Conditions Precedent to the Obligations of Mammoth

The obligations of Mammoth to complete the Business Combination contemplated by this Agreement shall also be subject to the satisfaction, on or before the Effective Date, to each of the following conditions precedent (each of which is for the exclusive benefit of Mammoth and may be waived by Mammoth and any one or more of which, if not satisfied or waived, will relieve Mammoth of any obligation under this Agreement):

(a) no Material Adverse Change with respect to Riva and Subco shall have occurred between the date hereof and the Effective Date;

(b) none of Wildcat, Riva or Subco shall have breached, or failed to comply with, in any material respect, any of its covenants or other obligations under this Agreement, and all representations and warranties of Wildcat, Riva and Subco contained in this Agreement shall have been true and correct in all material respects as of the date of this Agreement and shall not have ceased to be true and correct in any material respect thereafter (provided, however, that if the breaching Party has been given written notice by the other Party specifying in reasonable detail any such misrepresentation, breach or non-performance, the breaching Party shall have had three (3) days to cure such misrepresentation, breach or non-performance), and the President of Riva or another officer of Riva or Wildcat satisfactory to Mammoth shall so certify on the Closing Date, as well as certifying that Subco meets the requirements set out in Section 270 of the Act in respect of the Amalgamation; and

(c) the Wildcat, Riva and Subco boards shall have adopted all necessary resolutions and all other necessary corporate actions shall have been taken by Wildcat, Riva and Subco to permit the consummation of the Business Combination, the Financings, the Riva Listing and the related transactions contemplated by this Agreement.

If any of the above conditions shall not have been complied with or waived by the Parties on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then, subject to the cure provision provided for in Section 8.2(b), Mammoth may terminate this Agreement in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Mammoth. In the event that the failure to satisfy any one or more of the above conditions precedent results from a material default by Mammoth of its obligations under this Agreement and if such condition(s) precedent would have been satisfied but for such default, Mammoth shall not rely on such failure (to satisfy one or more of the above conditions) as a basis for its own non-compliance with its obligations under this Agreement.

Section 8.3 Additional Conditions Precedent to the Obligations of Wildcat, Riva and Subco

The obligations of Wildcat, Riva and Subco to complete each step of the Business Combination contemplated by this Agreement shall also be subject to the satisfaction, on or before the Effective Date, of each of the following conditions precedent (each of which is for the exclusive benefit of Wildcat, Riva and Subco and may be waived by Wildcat, Riva and Subco and any one or more of which, if not satisfied or waived, will relieve Wildcat, Riva and Subco of any obligation under this Agreement):

(a) Mammoth shall have consented to the assignment of the Bridge Loan and the Bridge Note by Augusta Capital Corporation to Riva for the purpose of off-setting the aggregate subscription price for the Initial Financing;

(b) each of the directors and officers of Mammoth shall have tendered their resignations and provided releases in a form acceptable to Wildcat and Riva;

(c) no Material Adverse Change with respect to Mammoth or its Subsidiaries taken as a whole shall have occurred between the date hereof and the Effective Date;

(d) Mammoth shall not have breached, or failed to comply with, in any material respect, any of its covenants or other obligations under this Agreement, and all representations and warranties of Mammoth contained in this Agreement shall have been true and correct in all material respects as of the date of this Agreement and shall not have ceased to be true and correct in any material respect thereafter (provided, however, that if the breaching Party has been given written notice by the other Party specifying in reasonable detail any such misrepresentation, breach or non-performance, the breaching Party shall have had three (3) days to cure such misrepresentation, breach or nonperformance), and the President of Mammoth or another officer satisfactory to Riva shall so certify as at the Closing Time, as well as certifying that Mammoth meets the requirements set out in Section 270 of the Act in respect of the Amalgamation;

(e) the Mammoth board shall have adopted all necessary resolutions and all other necessary corporate actions shall have been taken by Mammoth to permit the consummation of the Business Combination;

(f) holders of not more than 5% of the issued and outstanding Mammoth Shares shall have exercised Dissent Rights in respect of the Amalgamation and holders of not more than 5% of the issued and outstanding Wildcat Shares shall have exercised Dissent Rights in respect of the Arrangement; and

(g) all Third Party Consents of Mammoth shall have been obtained or received on terms which are acceptable to Wildcat and Riva, acting reasonably.

If any of the above conditions shall not have been complied with or waived by the Parties on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then, subject to the cure provision provided for in Section 8.3(d), Wildcat, Riva and Subco may terminate this Agreement in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Wildcat, Riva or Subco. In the event that the failure to satisfy any one or more of the above conditions precedent results from a material default by Wildcat, Riva or Subco of its obligations under this Agreement and if such condition(s) precedent would have been satisfied but for such default, either Party shall rely on such failure (to satisfy one or more of the above conditions) as a basis for its own non-compliance with its obligations under this Agreement.

Section 8.4 Merger of Conditions

The conditions set out in sections 8.1, 8.2 and 8.3 shall be conclusively deemed to have been satisfied, waived or released by the Parties on the filing of the Articles of Amalgamation with the Registrar and such other documents as are required to be filed under the Act for acceptance by the Registrar to give effect to the Amalgamation.

Section 8.5 Closing Matters

The completion of the transactions contemplated under this Agreement shall be closed at the offices of Riva's counsel, McCullough O'Connor Irwin LLP, at 10:00 a.m. (Vancouver time) on the Effective Date (the "Closing Time"), or such other time as the Parties shall agree.

ARTICLE 9
TERMINATION AND AMENDMENT

Section 9.1 Termination

This Agreement may be terminated by written notice promptly given to the other Parties hereto, at any time prior to the Closing Time:

(a) by mutual agreement in writing by the Parties;

(b) if the Effective Date has not occurred by the Completion Deadline; or

(c) as set forth in Section 8.1, Section 8.2 and Section 8.3 of this Agreement;

provided that it shall be a condition to any termination by Mammoth under Section 9.1(c) that Mammoth shall have repaid the Bridge Loan in full, together with any interest accrued and payable thereon, in cash or, at Mammoth's election, Mammoth Shares at a deemed price of $0.25 per Mammoth Share in accordance with the terms of the Bridge Note.

In the event of termination of this Agreement under Section 9.1(a) or 9.1(b) or any termination by a Party other than Mammoth under Section 9.1(c), Mammoth shall forthwith (and in any event, not more than thirty (30) days following the date of termination) repay the Bridge Loan in full, together with any interest accrued and payable thereon, in cash or, at Mammoth's election, in Mammoth Shares at a deemed price of $0.25 per Mammoth Share, in accordance with the terms of the Bridge Note.

Section 9.2 Effect of Termination

In the event of the termination of this Agreement as provided in Section 9.1 hereof, this Agreement shall forthwith have no further force or effect and there shall be no obligation on the part of the Parties hereunder except as set forth in this Article 9 or as otherwise expressly provided in this Agreement, which provisions shall survive the termination of this Agreement. Nothing herein shall relieve any Party from liability for any breach of this Agreement.

Section 9.3 Continuing Obligations

The Parties hereto shall in all circumstances be responsible for the payment of their own professional fees (including but not limited to legal and accounting fees) and other expenses incurred by them in connection with this Agreement whether or not the Business Combination is completed.

Section 9.4 Amendment

This Agreement may, at any time on or before the Effective Date be amended by mutual agreement between the Parties hereto. This Agreement may not be amended except by an instrument in writing signed by the appropriate officers on behalf of each of the Parties hereto.

Section 9.5 Waiver

A Party may (i) extend the time for the performance of any of the obligations or other acts of the other Party, (ii) waive compliance with any of the other Party's agreements or the fulfillment of any of its conditions contained herein or (iii) waive inaccuracies in another Party's representations or warranties contained herein or in any document delivered by the other Party hereto; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party.

ARTICLE 10
GENERAL

Section 10.1 Notices

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by facsimile or sent by prepaid overnight courier to the Parties at the following addresses (or at such other addresses as shall be specified by the Parties by like notice):

<u>if to Mammoth:</u>

Mammoth Minerals Inc.
275 East 26th Avenue
Vancouver, British Columbia

Attention: Michael Cawood
Facsimile: (604) 871-0631
Email: mcawood@telus.net

<u>with a copy to:</u>

Wildeboer Dellelce LLP
Suite 800, Wildeboer Dellelce Place
365 Bay Street
Toronto, Ontario M5H 2V1

Attention: Vaughn MacLellan
Facsimile: (416) 361-1790
Email: Vaughn@wildlaw.ca

if to Wildcat, Riva or Subco:

Riva Gold Corporation
Suite 2610 – 1066 West Hastings Street
Vancouver, British Columbia V6E 3X1

Attention: Richard W. Warke
Facsimile: (604) 687-1715
Email: rwarke@augustaresource.com

with a copy to:

McCullough O'Connor Irwin LLP
Suite 2610 – 1066 West Hastings Street
Vancouver, British Columbia V6E 3X1

Attention: Angela D. Austman
Facsimile: (604) 687-7099
Email: aaustman@moisolicitors.com

Section 10.2 Assignment

Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the Parties hereto without the prior written consent of the other Party.

Section 10.3 Complete Agreement

This Agreement sets forth the entire understanding between the Parties hereto and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter hereof, including but not limited to, the Letter Agreement dated March 5, 2010 and amended March 24, 2010 between Mammoth and Augusta Capital Corporation. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the Parties hereto with respect to the subject matter hereof.

Section 10.4 Further Assurances

Each Party hereto shall, from time to time, and at all times hereafter, at the request of the other Party hereto, but without further consideration, do all such further acts and execute and deliver all such further documents and instruments as shall be reasonably required in order to fully perform and carry out the terms and intent hereof.

Section 10.5 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 10.6 Counterpart Execution

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

Section 10.7 Investigation by Parties

No investigations made by or on behalf of either Party or any of their respective authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by the other Party in or pursuant to this Agreement.

Section 10.8 Public Announcement; Disclosure

Unless and until the transactions contemplated in this Agreement will have been completed, none of the Parties shall make any public announcement concerning this Agreement or the matters contemplated herein, their discussions or any other memoranda, letters or agreements between them relating to the matters contemplated herein without the prior consent of the other Parties, which consent shall not be unreasonably withheld, provided that no party shall be prevented from making any disclosure which is required to be made by law or any rules of a stock exchange or similar organization to which it is bound.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

WILDCAT SILVER CORPORATION

Per: *"Richard W. Warke"*
Name: Richard W. Warke
Title: Chairman

RIVA GOLD CORPORATION

Per: *"Richard W. Warke"*
Name: Richard W. Warke
Title: President

0879444 B.C. LTD.

Per: *"Richard W. Warke"*
Name: Richard W. Warke
Title: President

MAMMOTH MINERALS INC.

Per: *"Michael Cawood"*
Name: Michael Cawood
Title: President

EXHIBIT 4.1
MAMMOTH DISCLOSURE SCHEDULE

Exhibit 4.1 (2) - Mammoth Subsidiaries

Name of Subsidiary	Jurisdiction of Incorporation	Percentage and Type of Ownership (direct or indirect)
Mammoth Holdings Ltd.	Barbados	100% direct
Mammoth Minerals Ltd.	Barbados	100% indirect
Arawa Resources Inc.	Guyana	100% indirect
Mammoth Minerals (Guyana) Inc.	Guyana	100% indirect

Exhibit 4.1 (17) – Material Agreements

1. The Noseno Option Agreement, as amended.

2. The agreement dated January 15, 2009 between Mammoth Minerals (Guyana) Inc. and Herbert Williams relating to the Williams Property.

3. The option and joint venture agreement dated November 9, 2006 between Arawa Resources Inc. and Clarence D'Abreo relating to the Arawapai Property.

4. The option and joint venture agreement dated November 9, 2006 between Arawa Resources Inc. and Rocky Mountain Resources (Guyana) Inc. relating to the Arawapai Property.

5. The Prospecting Licenses.

6. The Bridge Note.

SCHEDULE "A"
AMALGAMATION AGREEMENT

THIS AGREEMENT is dated for reference the ◆ day of ◆, 2010,

AMONG:

RIVA GOLD CORPORATION, a British Columbia company having its registered office at Suite 2610 – 1066 West Hastings Street, Vancouver, BC V6E 3X1

("**Riva**")

AND:

0879444 B.C. LTD., a British Columbia company having its registered office at Suite 2610 - 1066 West Hastings Street, Vancouver, BC V6E 3X1

("**Subco**")

AND:

MAMMOTH MINERALS INC., a British Columbia company having its registered office at 10th Floor, 595 Howe Street, Vancouver, British Columbia V6C 2T5

("**Mammoth**")

WHEREAS:

A. Riva, Subco and Mammoth have agreed to combine their respective businesses and assets pursuant to a business combination agreement dated May ◆, 2010 (the "**Business Combination Agreement**");

B. The authorized share capital of Riva consists of an unlimited number of common shares ("**Riva Shares**"), of which 20,692,653 shares are issued and outstanding at the date hereof as fully paid and non-assessable;

C. The authorized share capital of Subco consists of an unlimited number of common shares ("**Subco Shares**"), of which one share is issued and outstanding at the date hereof as fully paid and non-assessable, and is held by Riva;

D. The authorized share capital of Mammoth consists of an unlimited number of common shares ("**Mammoth Shares**), of which 15,907,143 common shares are issued and outstanding at the date hereof as fully paid and non-assessable;

E. Pursuant to the Business Combination Agreement, Subco and Mammoth (collectively, the "**Amalgamating Companies**") have agreed to amalgamate and continue as one company upon the terms and conditions set out in this Agreement; and

F. Pursuant to the amalgamation described in this Agreement, and subject to the terms and conditions contained in the Business Combination Agreement, Riva shall issue to each registered holder of Mammoth Shares 0.6600808 of a Riva Share for each Mammoth Share held;

NOW THEREFORE, in consideration of the premises, mutual agreements, covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, the Amalgamating Companies agree as follows:

1. **Agreement to Amalgamate.** The Amalgamating Companies agree to amalgamate pursuant to Section 269 of the *Business Corporations Act* (British Columbia), as it may be amended (the "**Act**"), and to continue as one company (the "**Amalgamated Company**") under the terms and conditions set out in this Agreement. Such amalgamation shall take effect at 12:01 a.m. (Pacific Time) on ◆, 2010.

2. **Name.** The name of the Amalgamated Company will be "0879444 B.C. Ltd", which has been reserved by the British Columbia Registrar of Companies (the "**Registrar**").

3. **Form of Amalgamation Application and Articles.** The form of the Amalgamation Application (the "**Amalgamation Application**", which shall include the Notice of Articles of the Amalgamated Company (the "**Notice of Articles**")) and Articles of the Amalgamated Company (the "**Articles**"), will be in the forms attached as Schedule "A" and Schedule "B" respectively, and the Articles will be signed by a director of the Amalgamated Company in accordance with Section 270(2)(d)(i) of the Act.

4. **Registered Office and Records Office.** The mailing and delivery addresses of the registered office and records office of the Amalgamated Company, until changed in accordance with the provisions of the Act, shall be the locations specified in the Notice of Articles.

5. **Directors.** The number of directors of the Amalgamated Company, until changed in accordance with the Articles of the Amalgamated Company, will be two (2). The full names and prescribed addresses of the first directors of the Amalgamated Company as follows:

Name	Address
Richard W. Warke	400 – 837 West Hastings Street Vancouver, British Columbia, V6C 3N6
Michael Cawood	275 East 26th Avenue Vancouver, British Columbia V5H 2H2

6. **Terms of Office.** Each of the directors of the Amalgamated Company set forth in Section 5 above will hold office until he ceases to hold office pursuant to the Act or the Articles. The directors will carry on and continue the operations of the Amalgamated Company in such manner as they will determine, subject to and in accordance with the provisions of the Act and the Articles.

7. **Officers.** The full name, address and offices of the officers of the Amalgamated Company, until others are appointed in their place, will be as follows:

Name	Office	Address
Michael Cawood	President	275 East 26th Avenue Vancouver, British Columbia V5H 2H2

8. **Fiscal Year End.** The fiscal year end of the Amalgamated Company, until changed by the directors of the Amalgamated Company, will be July 31 of each year.

9. **Representations of Riva.** Riva represents and warrants to Mammoth that the authorized share structure and issued shares of Riva described in Recital B of this Agreement are true and correct, and that Riva has no other securities outstanding nor any agreement, option or right to acquire or anything capable of becoming an agreement

for the purchase or acquisition of any unissued securities of Riva other than as set forth in the Business Combination Agreement.

10. **Representations of Subco.** Subco represents and warrants to Mammoth that the authorized share structure and issued shares of Subco described in Recital C of this Agreement are true and correct, and that Subco has no other securities outstanding nor any agreement, option or right to acquire or anything capable of becoming an agreement for the purchase or acquisition of any unissued securities of Subco.

11. **Representations of Mammoth.** Mammoth represents and warrants to Subco that the authorized share structure and issued shares of Mammoth described in Recital D of this Agreement are true and correct, and that Mammoth has no other securities outstanding nor any agreement, option or right to acquire or anything capable of becoming an agreement for the purchase or acquisition of any unissued securities of Mammoth.

12. **Authorized Share Structure.** The authorized share structure of the Amalgamated Company is as described in the Notice of Articles.

13. **Exchange of Shares.** The manner in which all of the issued and outstanding shares of each of the Amalgamating Companies will be exchanged for shares of the Amalgamated Company or Riva will be as follows:

(a) each issued and outstanding Mammoth Share will be exchanged for 0.6600808 of a Riva Share;

(b) each issued and outstanding Subco Share will be exchanged for one (1) common share of the Amalgamated Company;

(c) as consideration for the issuance of Riva Shares in exchange for the Mammoth Shares, the Amalgamated Company will issue to Riva one (1) common share for each Riva Share so issued; and

(d) the Amalgamated Company will be a wholly-owned subsidiary of Riva.

14. **Unissued Shares.** The unissued shares of each of the Amalgamating Companies will be cancelled and will not be exchanged for any shares of the Amalgamated Company.

15. **Share Certificates.** As soon as practicable after the amalgamation becomes effective, Riva shall cause the transfer agent for the Riva Shares to deliver to each registered holder of the Mammoth Shares certificates representing the number of Riva Shares to which such holders shall have become entitled in accordance with Section 13 hereof, which shares will be issued as fully paid shares of Riva. Until such delivery, the share certificate or certificates representing shares of Mammoth held by each such shareholder will be evidence of each such shareholder's right to be registered as a shareholder of Riva.

16. **Contribution of Assets.** Each of the Amalgamating Companies will contribute to the Amalgamated Company all of its respective assets, subject to all of its respective liabilities.

17. **Property and Debts.** Upon the amalgamation taking effect and thereafter, the Amalgamated Company will be seized of and will hold and possess all of the properties, rights and interests of, and will be subject to all of the debts, liabilities and obligations of each of the Amalgamating Companies, without any further deeds, transfers or conveyances, as fully and effectually and to all intents and purposes as the same are held or borne by each of the Amalgamating

Companies, respectively, immediately prior to the amalgamation, and the directors of the Amalgamated Company will have the full power to carry the amalgamation into effect to perform such acts as are necessary or proper for such purposes. The provisions of this Section 17 will not be deemed to exclude any of the effects, rights or privileges that at law may be incidental to or result from the amalgamation, whether or not herein specifically mentioned. The shareholders of the Amalgamating Companies will be bound by the terms of this Agreement.

18. **Creditor Rights.** The rights of creditors against the property, rights and assets of the Amalgamating Companies and all liens upon their respective property, rights and assets, will be unimpaired by the amalgamation of the Amalgamating Companies pursuant to this Agreement, and all debts, contracts, liabilities and duties of each of the Amalgamating Companies will attach to the Amalgamated Company and may be enforced against it.

19. **Litigation.** No action or proceeding by or against any of the Amalgamating Companies will abate or be affected by the amalgamation of the Amalgamating Companies but for all purposes of any action or proceeding, the Amalgamating Companies may be deemed still to exist or the Amalgamated Company may be substituted in any action or proceeding in place thereof.

20. **Amalgamation Application.** Subject to the provision of Section 21 below, if this Agreement is adopted by each of the Amalgamating Companies and Riva as required by the Act, and provided that the conditions to the completion of the amalgamation specified in the Business Combination Agreement have been satisfied or waived in accordance with the provisions thereof, the Amalgamating Companies and Riva agree that they will, jointly and together, file with the Registrar the Amalgamation Application in the form attached as Schedule "A" to this Agreement.

21. **Modifications.** The Amalgamating Companies and Riva may, by resolution of their respective directors, assent to any alteration or modification of this Agreement which the Registrar or the Supreme Court of British Columbia may require, and all alterations and modifications so assented to will be binding upon the Amalgamating Companies and Riva. In addition, this Agreement may at any time and from time to time be amended by written agreement of the parties hereto without, subject to applicable law, further notice to or authorization on the part of their respective shareholders and any such amendment may, without limitation:

(a) change the time for performance of any of the obligations or acts of the parties thereto;

(b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;

(c) waive compliance with or modify any of the covenants contained herein and waive or modify performance of any of the obligations of the parties hereto; or

(d) waive compliance with or modify any other conditions precedent contained herein;

provided that no such amendment shall change the provisions hereof regarding the consideration to be received by the holders of the Mammoth Shares in exchange for their Mammoth Shares without approval by the holders of the Mammoth Shares given in the same manner as required for the approval of the amalgamation described in this Agreement.

22. **Abandonment.** The Amalgamating Companies and Riva may at any time prior to the filing of the Amalgamation Application with the Registrar, by an instrument of termination approved by or subsequently ratified by a resolution of their respective directors and duly signed by an authorized signatory of each of the Amalgamating Companies and Riva, terminate and abandon this Agreement and all rights of all of the Amalgamating Companies and Riva will thereby be at an end and this Agreement will be of no force or effect whatsoever.

23. **Condition Precedent.** This Agreement is subject to the condition that it will be approved by each of the Amalgamating Companies and Riva in the manner required by the Act.

24. **Headings.** The headings appearing in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of its provisions.

25. **Enurement**. This Agreement will enure to the benefit of and be binding upon the parties and their respective successors.

26. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when executed and delivered (by facsimile or otherwise) will be deemed to be an original, and all of which together will constitute one and the same document.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

RIVA GOLD CORPORATION

Per: *"Richard W. Warke"*
Authorized Signatory

0879444 B.C. LTD.

Per: *"Richard W. Warke"*
Authorized Signatory

MAMMOTH MINERALS INC.

Per: *"Michael Cawood"*
Authorized Signatory

<u>SCHEDULE A</u>

Amalgamation Application of the Amalgamated Company

(To be attached)

SCHEDULE B

Articles of the Amalgamated Company

(To be attached)

SCHEDULE "B"
ARRANGEMENT AGREEMENT

WILDCAT SILVER CORPORATION

- and -

RIVA GOLD CORPORATION

◆, 2010

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ARRANGEMENT AGREEMENT

THIS AGREEMENT dated as of the ◆ day of ◆, 2010,

BETWEEN:

WILDCAT SILVER CORPORATION, a company incorporated under the laws of British Columbia

("Wildcat")

AND:

RIVA GOLD CORPORATION, a company incorporated under the laws of British Columbia

("Riva")

WHEREAS:

A. Wildcat is the registered and beneficial owner of 10,392,653 common shares in the capital of Riva ("Riva Shares");

B. Wildcat and Riva have entered into a business combination agreement with Mammoth Minerals Ltd. ("Mammoth") dated May ◆, 2010 (the "Business Combination Agreement") pursuant to which, among other matters, Riva will acquire, through 0879444 B.C. Ltd., a wholly-owned subsidiary of Riva, all of the outstanding shares of Mammoth, which owns indirectly through it subsidiaries, certain gold exploration property interests in Guyana (together, the "Guyanese Interests") by way of a "three cornered amalgamation"(the "Amalgamation") under the *Business Corporations Act* (British Columbia);

C. Under the terms of the Business Combination Agreement, Wildcat has agreed to spin off all but 1,000,000 Riva Shares to the Wildcat shareholders immediately upon completion of the Amalgamation;

D. The parties have agreed to effect the spin off by way of a plan of arrangement (the "Arrangement") and, in this regard, Wildcat intends to propose the Arrangement to its shareholders, under Sections 288 to 299 of the *Business Corporations Act* (British Columbia), on the terms and conditions set forth in the Plan of Arrangement attached as Schedule A to this Agreement; and

E. The parties have agreed to enter into this Agreement setting out the terms and conditions on which the Arrangement will be carried out.

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

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

(a) "Act" means the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended;

(b) "Agreement" means this Agreement (including Schedule A) as the same may be supplemented or amended from time to time;

(c) "Applicable Securities Laws" means the applicable securities laws of the Provinces of British Columbia, Alberta and Ontario and the respective rules and regulations thereunder together with all applicable published policy statements, orders, notices and rulings of the British Columbia Securities Commission, the Alberta Securities Commission and the Ontario Securities Commission in effect as of the date hereof;

(d) "Arrangement" means the arrangement under Sections 288 to 299 of the Act on the terms and conditions set out in the Plan of Arrangement attached as Schedule A and any amendment or variation thereto;

(e) "Business Day" means any day which is not a Saturday, Sunday or a day on which banks are not open for business in the relevant place;

(f) "Completion Deadline" means August 15, 2010 or such later date as may be agreed between the parties in writing;

(g) "Court" means the Supreme Court of British Columbia;

(h) "Dissenting Wildcat Shareholder" means a Wildcat Shareholder who duly exercises its Dissent Rights;

(i) "Dissent Rights" means the rights of dissent in respect of the Arrangement under the Act, as described in Article 4 of the Plan of Arrangement;

(j) "Effective Date" means the date on which the last of all necessary documents to effect the Plan of Arrangement have been filed with the Registrar;

(k) "Exchange" means the TSX Venture Exchange;

(l) "Final Order" means the final order of the Court approving the Arrangement following the application therefor contemplated by Section 2.1, as such order may be amended by the Court at any time prior to the Effective Date or, if appealed then, unless such appeal is withdrawn or denied, as affirmed;

(m) "Interim Order" means the interim court order of the Court providing for, among other things, the calling and holding of the Wildcat Meeting following the application therefor contemplated by Section 2.1, as the same may be amended, supplemented or varied by the Court;

(n) “Laws” means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral administrative or ministerial or departmental or regulatory judgments, orders, decisions, policies, guidelines, rulings or awards, including general principles of common law, legally binding on the Person referred to in the context in which the word is used;

(o) “Person” includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, a natural person in his capacity as trustee, executor, administrator, or other legal representative and the Crown or any agency or instrumentality thereof;

(p) “Plan of Arrangement” means the plan of arrangement set out in Schedule A, as amended or supplemented from time to time in accordance with any order of the Court;

(q) “Registrar” means the Registrar of Companies appointed under Section 400 of the Act;

(r) “Share Distribution Record Date” means the date established by Wildcat for the purpose of determining the Wildcat Shareholders entitled to receive Wildcat Class A Common Shares and Riva Shares under the Arrangement and the Wildcat Warrantholders eligible to participate in the Arrangement;

(s) “Riva Shares” means the common shares in the capital of Riva as constituted on the date of this Agreement;

(t) “Wildcat Circular” means the notice of the Wildcat Meeting and the accompanying management information circular, including all schedules thereto, to be sent to the Wildcat Shareholders and others in connection with the Wildcat Meeting, together with any amendments or supplements thereto;

(u) “Wildcat Class A Common Shares” means the Class A common shares in the capital of Wildcat to be created pursuant to the Plan of Arrangement, and which will be issued to the Wildcat shareholders in exchange for Wildcat Shares;

(v) “Wildcat Meeting” means the special general meeting of Wildcat Shareholders and any adjournment thereof to be held to consider and, if deemed advisable, approve the Wildcat Resolution;

(w) “Wildcat Resolution” means the special resolution of the Wildcat Shareholders approving the Plan of Arrangement as required by the Interim Order, attached hereto as Schedule B;

(x) “Wildcat Shareholders” means the registered holders of Wildcat Shares as of the Share Distribution Record Date;

(y) “Wildcat Shares” means the common shares in the capital of Wildcat as constituted prior to the Effective Date, and after the Effective Date, it means Wildcat Class A Common Shares;

(z) “Wildcat Warrants” means the issued and outstanding warrants of Wildcat to purchase an aggregate of 10,201,250 Wildcat Shares at a price of $0.50 expiring June 30, 2011; and (aa) "Wildcat Warrantholders" means the registered holders of Wildcat Warrants as of the Share Distribution Record Date.

1.2 Currency

Except where otherwise specified, all sums of money which are referred to in this Agreement are expressed in lawful money of Canada.

1.3 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, sections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "the Agreement", "hereof", "herein", "hereunder", and similar expressions refer to this Agreement and the schedules hereto and not to any particular article, section or other portion hereof and include any agreement, schedule or instrument supplementary or ancillary hereto.

1.4 Number, etc.

Unless the context otherwise requires, words importing the singular number only shall include the plural and vice versa; words importing the use of any gender shall include all genders; and words importing persons shall include firms and corporations and vice versa.

1.5 Date of any Action

In the event that any date on which any action is required to be taken hereunder by any of the parties is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day in such place.

1.6 Currency

Currency amounts are expressed in Canadian dollars.

ARTICLE 2
THE ARRANGEMENT

2.1 The Arrangement

(a) Riva and Wildcat agree that the Arrangement shall be implemented in accordance with and subject to the terms and conditions contained in this Agreement and the Plan of Arrangement.

(b) Wildcat will, as soon as reasonably practicable, but in any event not later than June 10, 2010 or such other date as is agreed to by the parties, apply to the Court pursuant to Section 291 of the Act for an Interim Order providing for, among other things, the calling and holding of the Wildcat Meeting for the purpose of considering and, if deemed advisable, approving the Arrangement.

(c) Wildcat will convene and use commercially reasonable efforts to hold the Wildcat Meeting in accordance with the Interim Order.

(d) If the Arrangement is approved at the Wildcat Meeting in accordance with the Interim Order, Wildcat will, as soon as reasonably practicable thereafter, apply to the Court for the Final Order.

(e) If the Final Order is obtained, subject to the satisfaction, waiver or release of the conditions set forth in Article 5 (as confirmed by each party to the other in writing), Wildcat will, in consultation with Riva and as soon as reasonably practicable thereafter, file with the Registrar any documentation required to be filed pursuant to section 292 of the Act.

(f) The Arrangement shall become effective on the Effective Date.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Mutual Representations and Warranties

Each party represents and warrants to the other party as follows and acknowledges that the other party is relying upon such representations and warranties in connection with entering into this Agreement:

(a) it is duly incorporated and validly existing under the laws of its respective jurisdiction of incorporation and has the corporate power and capacity to own, lease and operate its properties and assets and to carry on its business as is now being carried on by it;

(b) it has the corporate power and authority to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated herein and, in the case of Wildcat, in the Plan of Arrangement and this Agreement has been duly authorized, executed and delivered by it and constitutes a legal, valid and binding obligation of it enforceable in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and the availability of equitable remedies; and

(c) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein and in the Plan of Arrangement do not and will not (nor will they with the giving of notice or the lapse of time or both): (i) contravene, breach or result in any default under any Laws applicable to it, or any of its properties or assets (subject to compliance with any Laws contemplated by this Agreement); (ii) contravene, breach or result in any default under its constating documents or by-laws; (iii) contravene, breach or result in any default under or termination of, or accelerate or permit the acceleration of the performance required by, any material agreement, covenant, undertaking, commitment, instrument, licence or permit to which it is a party or by which it is bound or to which the property or assets of it is subject; or (iv) result in the cancellation, suspension or material alteration in the terms of any material licence, permit or authority held by it or in the creation of any lien, charge, security interest or encumbrance upon any of its properties or assets

3.2 Survival of Representations and Warranties

The representations and warranties of each party hereto shall survive the execution and delivery of this Agreement and shall continue in full force and effect until the Effective Date.

ARTICLE 4
COVENANTS

4.1 Mutual Covenants

Each party will do and perform all such acts and things and execute and deliver all such agreements, assurances, notices and other documents and instruments, as may reasonably be required to facilitate the carrying out of the intent and purpose of this Agreement.

4.2 Shareholders' Meeting

As soon as practicable but in any event not later than June 15, 2010, or such later date as may be agreed between Wildcat and Riva, Wildcat will prepare the Wildcat Circular, and subject to the issuance of the Interim Order will convene the Wildcat Meeting and mail the Wildcat Circular to its shareholders and other parties in accordance with the Interim Order. The Wildcat Meeting will be held on or before July 12, 2010, or such later date as may be agreed between Wildcat and Riva. Wildcat will file the Wildcat Circular with the appropriate regulatory authorities in all jurisdictions where the same is required, in accordance with applicable Laws and the Interim Order. Wildcat will keep Riva informed of any requests or comments made by regulatory authorities in connection with the Wildcat Circular.

4.3 Final Order

If the Wildcat Shareholders approve the Arrangement, Wildcat will thereafter expeditiously (subject to the exercise of any discretionary authority of its directors and to the satisfaction or waiver of all other conditions under this Agreement and the Plan of Arrangement) apply to Court for the Final Order and, subject to compliance with any other condition in Article 5, file any documentation required to be filed pursuant to section 292 of the Act.

4.4 Confidentiality

All information provided by each of Wildcat and Riva, in any form whether written, electronic or verbal, as to financial condition, business, properties, title, assets and affairs (including any material contracts) as may reasonably be requested by the other party, including all information to be included in the Wildcat Circular (the "Confidential Information"), will be kept confidential by each party hereto, notwithstanding the termination of this Agreement, other than information that:

(a) has become generally available to the public;

(b) was available to a party hereto or its representatives on a non-confidential basis before the date of this Agreement; or

(c) has become available to a party hereto or its representatives on a non-confidential basis from a person who is not, to the knowledge of such party or its representatives, otherwise bound by confidentiality obligations to the provider of such information or otherwise prohibited from transmitting the information to the party or its representatives.

No Confidential Information may be released to third parties other than legal counsel and other advisors to the parties hereto without the consent of the provider thereof, except that the parties hereto agree that they will not unreasonably withhold such consent to the extent that such Confidential Information is compelled to be released by legal process or must be released to regulatory bodies and/or included in public documents.

4.5 Fiduciary Duties

Nothing contained in this Agreement will prohibit, enjoin or otherwise restrict the board of directors of Wildcat or any director of Wildcat, in the fulfilment of their fiduciary duties, from failing to give, qualifying or otherwise amending any recommendation to be or previously given to Wildcat Shareholders, as applicable, in connection with the Arrangement or the Plan of Arrangement.

4.6 Board Recommendation

Wildcat confirms that its board of directors has (with interested directors abstaining) approved this Agreement, the Arrangement and the Plan of Arrangement, has determined that the Arrangement is fair to the Wildcat Shareholders and has resolved to unanimously recommend approval of the Arrangement by the Wildcat Shareholders. The Wildcat Circular will set forth (among other things) the recommendation of the board of directors of Wildcat as described above.

4.7 Riva Assumption of Liabilities

Riva acknowledges and agrees that, upon completion of the Plan of Arrangement, it will assume all of the obligations and liabilities of Wildcat related to the subsidiaries of Riva and the Guyanese Interests, and hereby indemnifies and holds harmless Wildcat for all claims, actions, liabilities and costs arising or to which Wildcat may become subject after the Effective Date and relating to Riva, Riva's wholly-owned subsidiaries and the Guyanese Interests.

ARTICLE 5
CONDITIONS PRECEDENT

5.1 Mutual Conditions Precedent

The respective obligations of the parties hereto to complete the Arrangement are subject to the satisfaction of, or mutual waiver by the parties on or before the Effective Date of each of the following conditions, which are for the mutual benefit of Riva and Wildcat and which may be waived, in whole or in part, by Riva or Wildcat, as applicable, at any time:

(a) the Interim Order shall have been obtained in form and substance satisfactory to each of the parties, acting reasonably;

(b) the Plan of Arrangement, without amendment or with amendments acceptable to Riva and Wildcat, acting reasonably, shall have been approved at the Wildcat Meeting as required by the Interim Order;

(c) the Wildcat Resolution, without amendment or with amendments acceptable to Riva and Wildcat, acting reasonably, shall have been approved at the Wildcat Meeting, as applicable;

(d) the Final Order shall have been obtained in form and substance satisfactory to each of the parties, acting reasonably;

(e) all approvals and consents, regulatory or otherwise, which are required in connection with the consummation of the transactions contemplated in this Agreement and in the Plan of Arrangement shall have been obtained;

(f) the time period for the exercise of any right to dissent conferred upon the Wildcat Shareholders in respect of the Arrangement shall have expired and the Wildcat Shareholders shall not have exercised (and not abandoned) such right of dissent with respect to greater than 5% of the number of outstanding Wildcat Shares;

(g) no preliminary or permanent injunction, restraining order, cease trading order or order or decree of any domestic or foreign court, tribunal, governmental agency or other regulatory authority or administrative agency, board or commission, and no law, regulation, policy, directive or order shall have been enacted, promulgated, made, issued or applied to cease trade, enjoin, prohibit or impose material limitations on, the Arrangement or the transactions contemplated herein or in the Plan of Arrangement shall have been issued and remain in effect and no such action, proceeding or order shall, to the best of the knowledge of Riva or Wildcat, be pending or threatened and, without limiting the generality of the foregoing, no Person shall have filed any notice of appeal of the Final Order, and no Person shall have communicated to Riva or Wildcat (orally or in writing) any intention to appeal the Final Order which, in the reasonable opinion of Riva or Wildcat (on the advice of legal counsel), would make it inadvisable to proceed with the implementation of the Arrangement;

(h) there shall not exist any prohibition at law against the completion of the Arrangement;

(i) the Amalgamation shall have become effective; and

(j) this Agreement shall not have been terminated pursuant to Article 6.

ARTICLE 6
TERMINATION OF AGREEMENT

6.1 Termination by Riva or Wildcat

Subject to Section 6.2, this Agreement shall automatically terminate, without further action on the part of Wildcat Shareholders, in the event the Business Combination Agreement terminates. This Agreement may also be terminated at any time before or after the holding of the Wildcat Meeting, and before or after the granting of the Final Order, but in each case prior to the Effective Date, by the board of directors of Wildcat, without further action on the part of Wildcat Shareholders, or by the board of directors of Riva, and nothing expressed or implied herein or in the Plan of Arrangement will be construed as fettering the absolute discretion of the board of directors of Wildcat or Riva to terminate this Agreement and discontinue efforts to effect the Arrangement for whatever reasons it may consider appropriate.

6.2 Cessation of Right

The right of Wildcat or Riva or any other party to amend or terminate the Plan of Arrangement pursuant to Section 6.1 will be extinguished on the Effective Date.

6.3 Completion Deadline

If the Effective Date does not occur on or prior to the Completion Deadline, then this Agreement shall terminate.

ARTICLE 7
GENERAL

7.1 Notices

All notices and other communications hereunder shall be in writing and shall be delivered by hand to the parties at the following addresses or sent by telecopy at the following numbers or at such other addresses or telecopier numbers as shall be specified by the parties by like notice:

(a) if to Wildcat:

Wildcat Silver Corporation
#400 – 837 West Hastings Street
Vancouver, British Columbia V6C 3N6

Attention: President
Facsimile No.: (604) 687-1715

(b) and if to Riva:

Riva Gold Corporation
#400 – 837 West Hastings Street
Vancouver, British Columbia V6C 3N6

Attention: President
Facsimile No.: (604) 687-1715

in each case, with a copy to:

McCullough O’Connor Irwin LLP
1100 – 888 Dunsmuir Street
Vancouver, British Columbia
V6C 3K4

Attention: Angela D. Austman
Facsimile No.: 604-687-7099

The date of receipt of any such notice shall be deemed to be the date of delivery thereof or, in the case of notice sent by telecopy, the date of successful transmission thereof (unless transmission is received after business hours, in which case the date of receipt shall be deemed to be the next Business Day in the place of receipt).

7.2 Fees and Expenses

Each party will be responsible for and bear all of its own fees, costs and expenses incurred at any time in connection with entering into this Agreement and consummating the transactions contemplated herein and in the Plan of Arrangement.

7.3 Successors and Assigns

This Agreement and all the provisions hereof shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations under this Agreement or the Arrangement without the prior written consent of the other party.

7.4 Time of Essence

Time is of the essence of this Agreement and of each of its provisions.

7.5 Governing Law

This Agreement is governed by and construed in accordance with the laws of British Columbia.

7.6 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties hereto with respect to the subject matter hereof. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained herein.

7.7 Further Assurances

Each party shall make, do and execute, or cause to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be reasonably required in order to implement this Agreement, the transactions contemplated herein and in the Plan of Arrangement.

7.8 Amendment or Waiver

Subject to any requirements imposed by law or by the Court, this Agreement may be supplemented or amended, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, but only by written document executed by both parties; provided, however, that the terms of this Agreement may not be supplemented or amended, or any of the provisions waived, in a manner materially prejudicial to the holders of Wildcat Shares without their approval at the Wildcat Meeting, as applicable, or, following the Wildcat Meeting, without their approval given in the same manner as required by law for the approval of the Arrangement or the Transaction, as applicable and, as may be required by the Court. No waiver of any nature, in any one or more instances, shall be deemed or construed as a further or continued waiver of any condition or breach of any other term, representation or warranty in this Agreement. Notwithstanding the foregoing, the Plan of Arrangement may only be supplemented or amended in accordance with the provisions thereof.

7.9 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

WILDCAT SILVER CORPORATION	**RIVA GOLD CORPORATION**
By: *"Richard W. Warke"* Authorized Signatory	By: *"Richard W. Warke"* Authorized Signatory

SCHEDULE A

To the Arrangement Agreement dated as of ◆, 2010
between Wildcat Silver Corporation and
Riva Gold Corporation

PLAN OF ARRANGEMENT UNDER SECTIONS 288 TO 299 OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Plan of Arrangement:

(a) "Act" means the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended;

(b) "Amalgamation" means the "three-cornered amalgamation" among 0879444 B.C. Ltd., a wholly-owned Subsidiary of Riva, and Mammoth under the Act pursuant to which Riva will acquire all of the issued and outstanding shares of Mammoth;

(c) "Arrangement" means an arrangement under Sections 288 to 299 of the Act on the terms and conditions set forth in this Plan of Arrangement and any amendment or variation thereto made in accordance with the terms of the Arrangement Agreement;

(d) "Arrangement Agreement" means the arrangement agreement dated as of ◆, 2010 between Riva and Wildcat to which this Plan of Arrangement is attached as Schedule A, as the same may be amended from time to time;

(e) "Business Day" means any day which is not a Saturday, Sunday or a day on which banks are not open for business in the relevant place;

(f) "Court" means the Supreme Court of British Columbia;

(g) "Dissenting Wildcat Shareholder" means a Wildcat Shareholder who duly exercises its Dissent Rights;

(h) "Dissent Rights" means the rights of dissent in respect of the Arrangement under the Act, as described in Article 4;

(i) "Effective Date" means the date on which the last of all necessary documents to effect the Plan of Arrangement have been filed with the Registrar;

(j) "Final Order" means the final order of the Court made in connection with the approval of the Arrangement;

(k) "Interim Order" means the interim order of the Court providing for, among other things, the calling and holding of the Wildcat Meeting following the application therefor contemplated by Section 2.1 of the Arrangement Agreement, as the same may be amended, supplemented or varied by the Court;

(l) "Notice of Dissent" means a notice given in respect of the Dissent Rights as contemplated in the Interim Order and as described in Article 4;

(m) "Plan of Arrangement" means this plan of arrangement, proposed under Sections 288 to 299 of the Act, as amended and supplemented from time to time in accordance herewith and any order of the Court;

(n) "Registrar" means the Registrar of Companies appointed under Section 400 of the Act;

(o) "Share Distribution Record Date" means the date established by Wildcat for the purpose of determining the Wildcat Shareholders entitled to receive Wildcat Class A Common Shares and Riva Shares under the Arrangement and the Wildcat Warrantholders eligible to participate in the Arrangement;

(p) "Transfer Agent" means Computershare Investor Services Inc., Wildcat's registrar and transfer agent;

(q) "Riva" means Riva Gold Corporation, a company incorporated under the laws of British Columbia;

(r) "Riva Shares" means the common shares without par value in the capital of Riva as constituted on the date of the Arrangement Agreement;

(s) "Wildcat" means Wildcat Silver Corporation, a company incorporated under the laws of British Columbia;

(t) "Wildcat Circular" means the notice of the Wildcat Meeting and the accompanying management information circular, including all schedules thereto, to be sent to the Wildcat Shareholders and others in connection with the Wildcat Meeting, together with any amendments or supplements thereto;

(u) "Wildcat Class A Common Shares" means the Class A common shares in the capital of Wildcat to be created pursuant to the Plan of Arrangement, and which will be issued to the Wildcat shareholders in exchange for Wildcat Shares;

(v) "Wildcat Meeting" means the annual and special general meeting of Wildcat Shareholders and any adjournment thereof to be held to consider and, if deemed advisable, approve the Arrangement and related matters;

(w) "Wildcat Shareholders" means the registered holders of Wildcat Shares as of the Share Distribution Record Date;

(x) "Wildcat Shares" means the common shares in the capital of Wildcat as constituted prior to the Effective Date, and after the Effective Date, it means Wildcat Class A Common Shares;

(y) "Wildcat Warrants" means the issued and outstanding warrants to purchase Wildcat Shares at varying prices and with varying expiry dates; and

(z) "Wildcat Warrantholders" means the registered holders of Wildcat Warrants as of the Share Distribution Record Date**.**

1.2 Headings and References

The division of this Plan of Arrangement into Articles and sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Plan of Arrangement. Unless otherwise specified, references to sections are to sections of this Plan of Arrangement.

1.3 Number, etc.

Unless the context otherwise requires, words importing the singular number only shall include the plural and vice versa; words importing the use of any gender shall include all genders; and words importing persons shall include firms and corporations and vice versa.

1.4 Date of Any Action

In the event that any date on which any action is required to be taken hereunder by any of the parties is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day in such place.

1.5 Meaning

Words and phrases not otherwise defined herein and defined in the Act will have the same meaning herein as in the Act, unless the context otherwise requires.

1.6 Currency

Currency amounts are expressed in Canadian dollars.

ARTICLE 2
ARRANGEMENT AGREEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to, is subject to the provisions of, and forms part of the Arrangement Agreement.

ARTICLE 3
THE ARRANGEMENT

3.1 The Arrangement

On the Effective Date, subject to the provisions of Article 4, the following shall occur and shall be deemed to occur without any further authorization, act or formality:

(a) Wildcat's authorized share structure, its Notice of Articles and Articles will be altered by:

(i) creating an unlimited number of Class A common shares (the "Wildcat Class A Common Shares"); and

(ii) creating and attaching to the Wildcat Shares and the Wildcat Class A Common Shares the special rights and restrictions which will be contained in Part 28 of the Articles;

(b) each of the issued Wildcat Shares (except Wildcat Shares held by Dissenting Wildcat Shareholders) will be and be deemed to be exchanged for one Wildcat Class A Common Share and ◆ of one Riva Share for a total of 9,392,653 Riva Shares to be issued, subject to adjustment in the event of exercise of Wildcat Warrants prior to such exchange, and the Wildcat Shares will be cancelled and will form part of the authorized but unissued share capital of Wildcat and no Wildcat Shares will remain outstanding;

(c) each Wildcat Warrant as of the Share Distribution Date, to the extent such Wildcat Warrant has not been exercised, will be exercisable by the holder thereof to receive one Wildcat Class A Common Share and ◆ of one Riva Share, for a total of not more than 1,024,407 Riva Shares to be issued, for the original exercise price of such Wildcat Warrant; and

(d) Wildcat's authorized share structure, its Notice of Articles and Articles will be altered by:

(i) reducing the authorized capital by eliminating the authorized and unissued Wildcat Shares;

(ii) deleting the special rights and restrictions attached to the Wildcat Shares and Wildcat Class A Common Shares and by deleting Part 28 of the Articles of Wildcat in its entirety; and

(iii) altering the identifying name of all of the Wildcat Class A Common Shares to be common shares.

3.2 Share Certificates

The new Wildcat Class A Common Shares to be issued pursuant to section 3.1(b) will be evidenced by the existing share certificates representing the Wildcat Shares, and no share certificates representing such Wildcat Class A Common Shares will be issued to the Wildcat Shareholders.

ARTICLE 4
RIGHTS OF DISSENT

4.1 Grant of Rights of Dissent

Wildcat Shareholders registered as such on the record date of the Wildcat Meeting may exercise rights of dissent pursuant to and in the manner set forth subsection 238(d) of the Act, provided that the Notice of Dissent duly executed by such Wildcat Shareholder is received by Wildcat's registered and records office 48 hours in advance of the time of the Wildcat Meeting. Dissenting Wildcat Shareholders who are ultimately entitled to be paid fair value for their Wildcat Shares shall be deemed to have transferred their Wildcat Shares to Wildcat for cancellation immediately prior to the Effective Date and in no case shall Wildcat be required to recognize such Persons as holding Wildcat Shares at and after the Effective Date, and the names of such Wildcat Shareholders shall be removed from Wildcat's register of shareholders as of the Effective Date.

4.2 Failure to Properly Exercise Dissent Rights

Wildcat Shareholders who do not duly exercise their Dissent Rights are not entitled to be paid fair value for their Wildcat Shares, shall be deemed to have participated in the Arrangement on the same basis as a Wildcat Shareholder who is not a Dissenting Wildcat Shareholder, and shall be entitled to receive Wildcat Class A Common Shares and Riva Shares as provided in Section 3.1 of this Plan of Arrangement.

ARTICLE 5
DISTRIBUTION OF SHARES

5.1 Distribution of Riva Share Certificates

As soon as practicable following the Effective Date, Wildcat and Riva will cause to be delivered to the Transfer Agent, to be delivered to the Wildcat Shareholders as of the Share Distribution Record Date in accordance with the terms hereof, share certificates representing the aggregate Riva Shares to which such Wildcat Shareholders are entitled following the Arrangement.

5.2 Illegality of Delivery of Wildcat Class A Common Shares and Riva Shares

Notwithstanding the foregoing, if it appears to Wildcat that it would be contrary to applicable law to issue or transfer Wildcat Class A Common Shares or Riva Shares pursuant to the Arrangement to a person that is not a resident of Canada, the Wildcat Class A Common Shares and Riva Shares that otherwise would be issued or transferred, as the case may be, to that person will be issued or transferred, as the case may be, and delivered to the Transfer Agent for sale of the Wildcat Class A Common Shares and Riva Shares by the Transfer Agent on behalf of that person. The Wildcat Class A Common Shares and Riva Shares delivered to the Transfer Agent will be pooled and sold as soon as practicable after the Effective Date, on such dates and at such prices as the Transfer Agent determines in its sole discretion. The Transfer Agent shall not be obligated to seek or obtain a minimum price for any of the Wildcat Class A Common Shares and Riva Shares sold by it. Each such person will receive a pro rata share of the cash proceeds from the sale of the Wildcat Class A Common Shares and Riva Shares sold by the Transfer Agent (less commissions, other reasonable expenses incurred in connection with the sale of the Wildcat Class A Common Shares and Riva Shares and any amount withheld in respect of Canadian or other taxes) in lieu of the Wildcat Class A Common Shares and Riva Shares. None of Wildcat, Riva or the Transfer Agent will be liable for any loss arising out of any such sales.

ARTICLE 6
MISCELLANEOUS PROVISIONS

6.1 Amendment of the Plan of Arrangement

Riva and Wildcat may jointly amend or supplement this Plan of Arrangement at any time and from time to time provided that such amendment or supplement must be contained in a written document which is filed with the Court and, if made following the Wildcat Meeting, approved by the Court and communicated to the Wildcat Shareholders in the manner, if any, required by the Court. Any amendment or supplement to this Plan of Arrangement may be proposed by Riva and Wildcat, jointly, at any time prior to the Wildcat Meeting with or without any prior notice or communication and, if so proposed and accepted by the persons voting at the Wildcat Meeting, shall become part of this Plan of Arrangement for all purposes.

6.2 Arrangement Effectiveness

The Arrangement will become final and conclusively binding on Wildcat, the Wildcat Shareholders, the Wildcat Warrantholders and Riva on the Effective Date.

6.3 Supplementary Actions

Notwithstanding that the transactions and events set out in Section 3.1 will occur and will be deemed to occur in the chronological order therein set out without any act or formality, Wildcat and Riva will each make, do, execute and deliver, or cause and procure to be made, done, executed and delivered all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to this Plan of Arrangement, including, without limitation, any resolution of directors authorizing the issue or transfer of shares, any share transfer powers evidencing the transfer of shares and any receipt therefor, any necessary additions to or deletions from share registers.

SCHEDULE B

To the Arrangement Agreement dated as of ◆, 2010
between Wildcat Silver Corporation and
Riva Gold Corporation

Wildcat Shareholder Resolution

IT IS RESOLVED AS A SPECIAL RESOLUTION THAT:

1. The arrangement agreement (the "Arrangement Agreement") dated as of ◆, 2010 between Riva Gold Corporation ("Riva") and Wildcat Silver Corporation ("Wildcat") with such amendments or variations thereto made in accordance with the terms of the Arrangement Agreement, is hereby ratified, authorized and approved.

2. The arrangement ("Arrangement") under sections 288 to 299 of the *Business Corporations Act* (British Columbia), substantially as set forth in the Plan of Arrangement attached as Schedule A to the Arrangement Agreement, and all transactions contemplated thereby, be and are hereby ratified, authorized and approved.

3. The alterations made to Wildcat's articles shall not take effect until Wildcat's notice of articles has been altered to reflect the alterations made to the articles of Wildcat. Subject to the deposit at Wildcat's records office of this resolution, the solicitors of Wildcat are authorized and directed to electronically file the Notice of Alteration with the Registrar of Companies.

4. Notwithstanding that this resolution has been duly passed and/or has received the approval of the Supreme Court of British Columbia, the board of directors of Wildcat may, without further notice to or approval of the holders of Wildcat securities or other interested or affected parties, subject to the terms of the Arrangement, amend or terminate the Arrangement Agreement or the Plan of Arrangement or revoke this resolution at any time prior to the Effective Date of the Arrangement.

5. Any director or officer of Wildcat is hereby authorized, for and on behalf of Wildcat, to execute, with or without the corporate seal, and, if appropriate, deliver all other documents and instruments and to do all other things as in the opinion of such director or officer may be necessary or desirable to implement this resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such document or instrument and the taking of any such action.