PRE-AMALGAMATION AGREEMENT

THIS AGREEMENT is entered into at Montreal, Quebec on November 27, 2009.

BETWEEN:

BLUE NOTE MINING INC.,
a legal person existing under the laws of Canada and having its head office at Montreal, Quebec;

("**Blue Note**")

AND:

X-ORE RESOURCES INC.,
a legal person existing under the laws of Quebec and having its head office at Val D'Or, Quebec;

("**X-Ore**")

RECITALS

A. Blue Note and X-Ore intend to join forces by way of an amalgamation of a subsidiary of Blue Note to be incorporated under the *Companies Act* (Quebec) ("**Newco**") with X-Ore (the "**Amalgamation**"; the resulting company, "**Amalco**");

B. Upon the Amalgamation, Blue Note would issue one Blue Note Common Share in consideration for two X-Ore Common Shares; and

C. This Agreement sets out the terms and conditions under which Blue Note and X-Ore support the Amalgamation and under which X-Ore will encourage its shareholders to vote their shares in favour of the Amalgamation.

THEREFORE, the Parties agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Meaning

Unless the context otherwise requires, the following terms have the following meanings:

1.1.1 "**Acquisition Proposal**" means any take-over, amalgamation, arrangement, recapitalization, liquidation or dissolution of a Party or any purchase, lease or exchange of all or substantially

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all of the Party's property, in a single transaction or a series of related transactions or similar transactions involving the Party or an affiliate thereof, or a proposal, offer or bid to do so, or any modification or proposed modification of any of the foregoing, excluding the transactions contemplated by this Agreement or any transaction to which the Parties or their affiliates are parties;

1.1.2 "**affiliate**" means, with respect to a Person, any other Person that directly or indirectly Controls, is Controlled by or under common Control with that Person;

1.1.3 "**Agreement**" means this agreement, as modified from time to time by the Parties;

1.1.4 "**Amalco**" has the meaning set out in the Recitals;

1.1.5 "**Amalco Common Share**" means a common share in the capital of Amalco;

1.1.6 "**Amalgamation**" has the meaning set out in the Recitals;

1.1.7 "**Amalgamation By-Law**" has the meaning set out in Section 2.1.4;

1.1.8 "**Blue Note Common Share**" means a common share in the capital of Blue Note;

1.1.9 "**Business Day**" means any day except Saturday, Sunday and any other day on which financial institutions are generally not open for business in the city of Montreal, Quebec;

1.1.10 "**Circular**" has the meaning set out in Section 2.1.1;

1.1.11 "**Consent**" means any approval, consent, ratification, waiver or other authorization;

1.1.12 "**Contract**" means any agreement, contract, indenture, instrument, obligation, promise or undertaking (whether written or oral and whether express or implied) that is legally binding;

1.1.13 "**Control**": a Person "Controls" another Person if the controlling Person may (a) elect a majority of the directors of the controlled Person or (b) direct or cause the direction of the management and policies of the controlled Person, whether through the ownership of voting securities (other than by way of security only), by Contract or otherwise, directly or indirectly; and the terms "is *Controlled by*", "*Controlling*" and "*Control*" have correlative meanings;

1.1.14 "**Encumbrance**" means (a) any claim, mortgage, hypothec, charge, lien, pledge, security interest, dismemberment of a right of ownership easement, servitude, right of way, restriction, lease, leasing agreement, sale with right of redemption, conditional sale arrangement or other right of a third party attaching to property, interests or rights, whether or not they constitute specific or floating charges; and (b) any Proceeding, claim or notice of default of any kind claiming such an encumbrance;

1.1.15 "**Good Standing**", when used in reference to a corporation, means that the corporation has not been discontinued or dissolved under the laws of its jurisdiction of incorporation or continuation, that no steps or proceedings have been taken to authorize or require

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discontinuance or dissolution and that the corporation has submitted to the relevant Governmental Entity all notices or returns of corporate information and all other filings required by Law to be submitted to that Governmental Entity;

1.1.16 "**Governmental Entity**" means (a) any multinational, federal, provincial, state, municipal or local government or public body or any department, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (b) any subdivision, agent, commission, board or authority of those entities; and (c) any public, quasi-governmental or private body exercising a regulatory, expropriation or taxing authority under or for the account of those entities;

1.1.17 "**Law**" means any statute, regulation, rule, decree, code, guideline, decision, judgement, ruling, award, policy or order of a Governmental Entity, and any of their provisions, including the provisions or principles of civil and common law and of equity, binding the Person referred to in the context in which that word is used;

1.1.18 "**LOI**" has the meaning set out in Section 1.5;

1.1.19 "**Material Adverse Effect**" means the effect of a change, fact, event, circumstance, condition or omission that, individually or together with any other change, fact, event, circumstance, condition or omission, has or is reasonably expected to have a material adverse effect on the Party's financial position, properties and assets, results of operations, prospects or value or on its business, other than those resulting from industry-wide conditions or general economic conditions affecting the industry in which its business is carried on;

1.1.20 "**material change**" means a change in the business, operations or capital of a Party that would reasonably be expected to have a significant effect on the market price or value of any of the securities of the Party;

1.1.21 "**Meeting**" has the meaning set out in Section 2.1.1;

1.1.22 "**misrepresentation**" means (a) an untrue statement of a material fact or (b) an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made;

1.1.23 "**Newco**" has the meaning set out in the Recitals;

1.1.24 "**Party**" means any signatory to this Agreement and any other Person that, from time to time, becomes a party to this Agreement;

1.1.25 "**Permit**" means any approval, consent, license, permit, waiver, certificate, registration or other authorization issued, granted, given or otherwise made by or under the authority of a Governmental Entity;

1.1.26 "**Person**" means any individual, body corporate, legal person, partnership, trust, Governmental Entity or any other entity (with or without a patrimony by appropriation) as well as any group of persons;

1.1.27 "**Proceeding**" means any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, a Governmental Entity or arbitrator;

1.1.28 "**Publicly Disclosed"** means publicly disclosed in a filing made by the Party in accordance with securities Law currently available for retrieval through the System for Electronic Document Analysis and Retrieval at www.sedar.com;

1.1.29 "**Special Resolution**" has the meaning set out in Section 2.6.1;

1.1.30 "**Superior Proposal**" means a written Acquisition Proposal made or received under circumstances that a Party determines in good faith, after consultation with its advisors, would, if consummated in accordance with its terms, result in a transaction that (a) is more favourable to its shareholders than the transactions contemplated by this Agreement, and (b) is reasonably capable of completion taking into account all legal, financial, regulatory and other aspects of the proposal and the party making the proposal;

1.1.31 **"TSX-V"** means the TSX Venture Exchange;

1.1.32 "**X-Ore Common Share**" means a common share in the capital of X-Ore.

1.2 Knowledge

A statement made to "a Party's best knowledge" and any other references to the knowledge of a Party are made on the basis of the Party's actual knowledge, after diligent inquiry of the relevant subject matter, or on the basis of such knowledge of the relevant subject matter as the Party would have had if it had conducted such diligent inquiry.

A Proceeding or other matter is deemed to have been "threatened" if any demand or statement has been made (orally or in writing) or any notice has been given (orally or in writing), or if any other event has occurred or any other circumstances exist, that would lead a prudent Person to conclude that such Proceeding or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

1.3 Time and Day

Unless otherwise specified:

1.3.1 a reference to time is to the time in Montreal, Quebec;

1.3.2 if a date fixed to act falls on a day that is not a Business Day, that act may be done on the following Business Day;

1.3.3 in computing a time limit, the day that marks the start of the time limit is not counted but the day that marks the end of the time limit is counted.

1.4 Extended Meaning

Unless the context otherwise requires, words importing gender include both genders and vice versa and words importing the singular include the plural and vice versa. The words "include", "includes", and "including" are to be read as if they were followed by the expression "without limitation".

1.5 Entire Agreement

This Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior agreements, discussions, negotiations and representations, whether oral or written, related to its subject matter, save and except for the letter of intent dated November 11, 2009 between the Parties (the "**LOI**"). In case of conflict between the LOI and this Agreement, the terms of this Agreement will prevail.

1.6 Headings and Reference

The division of this Agreement into articles, sections, paragraphs and other subdivisions and the insertion of headings are for convenience of reference only and will not affect the interpretation of this Agreement. "Article", "Section" or "Schedule" refers to the specified article, paragraph, subparagraph, other subdivision or schedule of or to this Agreement.

1.7 Schedules

Schedules 3.1.6 and 3.2.7 form an integral part of this Agreement.

ARTICLE 2
THE AMALGAMATION

2.1 Process

2.1.1 By December 14, 2009, X-Ore shall complete a management information circular (the "**Circular**") together with any other documents required by corporate and securities Law for a meeting to be held in connection with the Amalgamation (the "**Meeting**") and, as promptly as reasonably practicable thereafter, X-Ore shall (i) cause the Circular and other documentation required in connection with the Amalgamation to be sent to each of its shareholders and filed as required by corporate and securities Law and (ii) call and hold the Meeting in accordance with corporate and securities Law.

2.1.2 Blue Note shall assist X-Ore in the preparation of the Circular and pay the preparation cost of the Circular. Blue Note shall provide X-Ore with any prescribed information that relates to Blue Note. X-Ore shall (i) obtain its auditors' consent with regard to the inclusion of their report on X-Ore's financial statements for the years ended October 31, 2007 and 2008 in the Circular and (ii) cause its auditors to review X-Ore's unaudited financial statements for the interim period ended July 31, 2009 in accordance with the relevant standards set out in the CICA Handbook (Review Engagement).

2.1.3 Blue Note shall cause Newco's board of directors to adopt a by-law in order to approve the Amalgamation and shall sign, as Newco's sole shareholder, a resolution in writing confirming this by-law, the whole in accordance with corporate Law.

2.1.4 X-Ore shall cause its board of directors to adopt a by-law in order to approve the Amalgamation (the "**Amalgamation By-Law**") in accordance with corporate Law.

2.1.5 X-Ore shall hold the Meeting by or on January 15, 2010 and recommend to its shareholders that they confirm the Amalgamation By-Law and solicit its shareholders to vote in favour of the Amalgamation By-Law, the whole in accordance with corporate and securities Law.

2.1.6 By or on January 19, 2010, if all conditions set out in Section 2.6 have been fulfilled or waived, each of Newco and X-Ore shall enter into an amalgamation agreement and sign and deliver articles of amalgamation and jointly file or cause them to be filed, to give effect to the Amalgamation in accordance with corporate and securities Law.

2.2 Exchange Ratios

Upon the Amalgamation, Newco and X-Ore's securities shall be converted on the following basis:

2.2.1 all outstanding Newco Common Shares shall be converted into Amalco Common Shares on the basis of one Amalco Common Share for one Newco Common Share;

2.2.2 all outstanding X-Ore Common Shares shall be converted into Blue Note Common Shares on the basis of one Blue Note Common Share for two X-Ore Common Shares;

2.2.3 all options, warrants or other securities of X-Ore shall be converted into options, warrants or other securities of Blue Note in accordance with their terms and conditions.

No fractional Blue Note Common Share, warrant, option or other security shall be issued upon the Amalgamation. Persons otherwise entitled to receive fractional Blue Note Common Shares, warrants, options or other security shall instead receive Blue Note Common Shares, warrants or options rounder down to the nearest whole number.

2.3 Head Office of Amalco

Amalco's head office will be located in Montreal, Quebec.

2.4 Board of Directors of Blue Note

Following the Amalgamation, Blue Note's board of directors will appoint Mr. Léon Méthot as a director of Blue Note.

2.5 Name

Amalco will continue under the name X-Ore Resources Inc.

2.6 Conditions

2.6.1 **Special Resolution.** The Amalgamation is subject to X-Ore passing a special resolution confirming the Amalgamation By-Law, being a resolution passed by a majority of not less than two-thirds of the votes cast by the shareholders who voted in respect of that resolution (the "**Special Resolution**").

2.6.2 **Conditions in Favour of Blue Note.** Blue Note's obligations to complete the Amalgamation are subject to the fulfilment of the following conditions, each of which is for Blue Note's exclusive benefit and may be waived by Blue Note at any time, in whole or in part, at its sole discretion without prejudice to any other rights that it may have:

(a) X-Ore will have performed the obligations to be performed by it under this Agreement, except to the extent any such failure results from a breach of this Agreement by Blue Note;

(b) the representations and warranties of X-Ore set forth in this Agreement will be complete and accurate on and as of the Amalgamation (as if made on and as of the date thereof) except as affected by transactions contemplated or permitted by this Agreement and except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty will have been complete and accurate as of that date;

(c) all documents to be entered into in order to give effect to the Amalgamation will be in form and substance satisfactory to Blue Note, acting reasonably;

(d) all Consents and other documents required to be obtained in connection with the Amalgamation will have been received in form and substance satisfactory to Blue Note, acting reasonably;

(e) all of X-Ore's officers and directors will have resigned and will have signed full, final and unconditional releases in favour of X-Ore in form and substance satisfactory to Blue Note (except for the release signed by Mr. Léon Méthot, which will provide for a carve-out for outstanding liabilities owed to him by X-Ore accrued in the ordinary course of business and disclosed to Blue Note on November 26, 2009);

(f) no judgment or order will have been issued by a Governmental Entity, no Proceeding will be pending or threatened, and no Law will have been proposed, enacted, promulgated or applied or come into force,

 (i) that could reasonably be expected to have the effect to cease trade in any of the securities of X-Ore or enjoin, prohibit or impose limitations or conditions on the completion of the Amalgamation, or

 (ii) that, if the Amalgamation was completed, may have a Material Adverse Effect; and

(g) since the date of this Agreement, X-Ore will not have made, experienced, incurred or become aware of any other change, fact, event, circumstance, condition or omission that may have a Material Adverse Effect.

2.6.3 **<u>Conditions in Favour of X-Ore.</u>** X-Ore's obligations to complete the Amalgamation are subject to the fulfilment of the following conditions, each of which is for X-Ore's exclusive benefit and may be waived by X-Ore at any time, in whole or in part, at its sole discretion without prejudice to any other rights that it may have:

(a) Blue Note will have performed the obligations to be performed by it under this Agreement, except to the extent any such failure results from a breach of this Agreement by X-Ore;

(b) the representations and warranties of Blue Note set forth in this Agreement will be complete and accurate on and as of the Amalgamation (as if made on and as of the date thereof) except as affected by transactions contemplated or permitted by this Agreement and except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty will have been complete and accurate as of that date;

(c) all documents to be entered into to give effect to the Amalgamation will be in form and substance satisfactory to X-Ore, acting reasonably;

(d) all Consents and other documents required to be obtained in connection with the Amalgamation will have been received in form and substance satisfactory to X-Ore, acting reasonably;

(e) no judgment or order will have been issued by a Governmental Entity, no Proceeding will be pending or threatened, and no Law will have been proposed, enacted, promulgated or applied or come into force,

   (i) that could reasonably be expected to have the effect to cease trade in any of the securities of Blue Note or enjoin, prohibit or impose limitations or conditions on the completion of the Amalgamation, or

   (ii) that, if the Amalgamation was completed, may have a Material Adverse Effect;

(f) since the date of this Agreement, Blue Note will not have made, experienced, incurred or become aware of any other change, fact, event, circumstance, condition or omission that may have a Material Adverse Effect.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 <u>Representations of Blue Note</u>

Blue Note represents and warrants that:

3.1.1 **<u>Status and Capacity.</u>** Blue Note:

(a) (i) has been duly incorporated and organized under the laws of its jurisdiction of incorporation and (ii) is in Good Standing; and

(b) has the corporate power and capacity, and is duly qualified to, own or lease its properties and assets and to carry on its business as now conducted in each jurisdiction in which it owns or leases property or carries on business; and

(c) has the corporate power and capacity to enter into this Agreement and perform its obligations under this Agreement.

3.1.2 **Due Authorization.** Blue Note has taken all necessary corporate actions to authorize the signing, delivery and performance by it of this Agreement.

3.1.3 **Enforceability.** This Agreement (a) has been duly and validly signed and delivered by Blue Note and (b) constitutes valid and legally binding obligations of Blue Note enforceable against it in accordance with their terms, subject to:

(i) bankruptcy, insolvency, reorganization, arrangement, winding-up, moratorium or other similar laws affecting creditors' rights generally; and

(ii) a court's discretionary authority in ordering specific performance or other equitable remedies.

3.1.4 **No conflict.** The signing, delivery and performance of this Agreement and the completion of the Amalgamation in accordance with this Agreement will not:

(a) breach, constitute a default, or accelerate, terminate or create any right or obligation under, or result in the loss of:

(i) the articles, by-laws or other constating documents of Blue Note;

(ii) any Contract to which Blue Note is a party or by which it is bound; or

(iii) any Permit of Blue Note or Law;

(b) require any Consent or other action by, or filing with or notice to, a Person (other than the TSX-V's and any Governmental Entity's approval);

(c) create an Encumbrance; or

(d) otherwise affect Blue Note's ability, following the Amalgamation, to continue to operate its business as currently conducted.

3.1.5 **Authorized and Issued Share Capital.** Blue Note's authorized capital consists of an unlimited number of common shares, of which 52,244,611 shares have been duly issued and are outstanding as fully paid and non-assessable shares.

3.1.6 **No Other Securities.** Except as disclosed in Schedule 3.1.6, no Person has a Contract, certificate, warrant or other evidence of conversion privilege, option or right to acquire securities of Blue Note. For all such outstanding securities, Schedule 3.1.6 contains a complete and accurate list of their respective holders, number and kind, exercise price or conversion ratio, vesting period and expiry date.

3.1.7 **Reporting Issuer.** Blue Note is a reporting issuer under securities Law, is not in default of any requirement of, and is not included in a list of defaulting reporting issuers kept under, securities Law.

3.1.8 **Disclosure.** Blue Note is in compliance with its timely and continuous disclosure obligations under securities Law. Blue Note has not filed any confidential material change report that remains confidential.

3.1.9 **Misrepresentations.** Blue Note's Publicly Disclosed documents contain no misrepresentation.

3.1.10 **Adverse Material Change.** No adverse material change or fact has occurred that has not been Publicly Disclosed.

3.1.11 **Listing.** The Blue Note Common Shares are listed and posted for trading on the TSX-V.

3.1.12 **No Cease-Trade Order.** No order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of Blue Note has been issued by a Governmental Entity and is continuing in effect and no Proceeding for that purpose is pending or, to Blue Note's best knowledge, threatened.

3.1.13 **Brokers or Finders.** Blue Note and their agents have incurred no obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement.

3.2 Representations of X-Ore

X-Ore represents and warrants that:

3.2.1 **Status and Capacity.** X-Ore:

(a) (i) has been duly incorporated and organized under the laws of its jurisdiction of incorporation and (ii) is in Good Standing; and

(b) has the corporate power and capacity, and is duly qualified to, own or lease its properties and assets and to carry on its business as now conducted in each jurisdiction in which it owns or leases property or carries on business; and

(c) has the corporate power and capacity to enter into this Agreement and perform its obligations under this Agreement.

3.2.2 **Due Authorization.** X-Ore has taken all necessary corporate actions to authorize the signing, delivery and performance by it of this Agreement.

3.2.3 **Recommendation of the Board.** X-Ore's board of directors has unanimously resolved to recommend that all its shareholders accept the Amalgamation and vote their X-Ore Common Shares in favour of the Amalgamation.

3.2.4 **Enforceability.** This Agreement (a) has been duly and validly signed and delivered by X-Ore and (b) constitutes valid and legally binding obligations of X-Ore enforceable against it in accordance with their terms, subject to:

(i) bankruptcy, insolvency, reorganization, arrangement, winding-up, moratorium or other similar laws affecting creditors' rights generally; and

(ii) a court's discretionary authority in ordering specific performance or other equitable remedies.

3.2.5 **No conflict.** The signing, delivery and performance of this Agreement and the completion of the Amalgamation in accordance with this Agreement will not:

(a) breach, constitute a default, or accelerate, terminate or create any right or obligation under, or result in the loss of:

(i) the articles, by-laws or other constating documents of X-Ore;

(ii) any Contract to which X-Ore is a party or by which it is bound; or

(iii) any Permit of X-Ore or Law;

(b) require any Consent or other action by, or filing with or notice to, a Person (other than the TSX-V's, any Governmental Entity's and X-Ore shareholders' approval of the Amalgamation);

(c) create an Encumbrance; or

(d) otherwise affect Amalco's ability to continue to operate X-Ore's business as currently conducted.

3.2.6 **Authorized and Issued Share Capital.** X-Ore's authorized capital consists of an unlimited number of common shares, of which 86,034,709 shares have been duly issued and are outstanding as fully paid and non-assessable shares.

3.2.7 **No Other Securities.** Except as disclosed in Schedule 3.2.7, no Person has a Contract, certificate, warrant or other evidence of conversion privilege, option or right to acquire securities of X-Ore. For all such outstanding securities, Schedule 3.2.7 contains a complete and accurate list of their respective holders, number and kind, exercise price or conversion ratio, vesting period and expiry date.

3.2.8 **Reporting Issuer.** X-Ore is a reporting issuer under securities Law, is not in default of any requirement of, and is not included in a list of defaulting reporting issuers kept under, securities Law.

3.2.9 **Disclosure.** X-Ore is in compliance with its timely and continuous disclosure obligations under securities Law. X-Ore has not filed any confidential material change report that remains confidential.

3.2.10 **Misrepresentations.** X-Ore's Publicly Disclosed documents contain no misrepresentation.

3.2.11 **Adverse Material Change.** No adverse material change or fact has occurred that has not been Publicly Disclosed.

3.2.12 **Listing.** The X-Ore Common Shares are listed and posted for trading on the TSX-V.

3.2.13 **No Cease-Trade Order.** No order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of X-Ore has been issued by a Governmental Entity and is continuing in effect and no Proceeding for that purpose is pending or, to X-Ore's best knowledge, threatened.

3.2.14 **Brokers or Finders.** X-Ore and their agents have incurred no obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement.

ARTICLE 4
OTHER OBLIGATIONS

4.1 Exclusivity

Until the earlier of the termination of this Agreement or the closing of the Amalgamation, no Party may, directly or indirectly, through any officer, director, employee, agent, attorney, shareholder, affiliate or advisor:

4.1.1 encourage, solicit, initiate, entertain or engage in discussions or negotiations with any Person (other than the other Party or an affiliate thereof) relating to an Acquisition Proposal;

4.1.2 provide information or documentation to any Person (other than the other Party or an affiliate thereof) other than in the ordinary course of business; or

4.1.3 enter into any agreement relating to an Acquisition Proposal or requiring to abandon discussions with the other Party or an affiliate thereof or otherwise approve or recommend an Acquisition Proposal.

4.2 Preparation of Filings, Securities Compliance, etc.

4.2.1 Blue Note and X-Ore shall cooperate in preparing, completing and obtaining all required filings and Consents in connection with this Agreement and the transactions it contemplates.

4.2.2 X-Ore shall ensure that the Circular complies with corporate and securities Law and that it does not contain any misrepresentation (other than with respect to any information concerning and provided by Blue Note).

4.3 Change in Nature of Transaction

If Blue Note or X-Ore determine, on the advice of counsel, that it is necessary or useful to proceed with another form of transaction whereby substantially similar results as under the Amalgamation would be achieved on economic terms and other terms and conditions (including tax treatment) and having consequences to their shareholders, at least equivalent to or better than those contemplated by this Agreement, each of Blue Note and X-Ore will support the completion of such transaction in the same manner as the Amalgamation, with the necessary modifications.

4.4 Conduct of Business

Until the Amalgamation, each of Blue Note and X-Ore shall continue to carry on its business in a manner consistent with prior practice and not otherwise implement a material change, except with the prior consent of the other Party. For example, without the prior consent of the other Party, no Party shall:

4.4.1 other than in the ordinary course of business or except in accordance with existing Contracts, sell, pledge, lease, dispose of, grant any interest or hypothec in, encumber or agree to sell, pledge, lease, dispose of, grant any interest or hypothec in or encumber any assets;

4.4.2 set aside or pay any dividend or make or agree to make any other distribution payable in cash, securities, property or otherwise;

4.4.3 redeem, purchase or offer to purchase any common shares or other securities;

4.4.4 other than in the ordinary course of business or except in accordance with existing Contracts, acquire, directly or indirectly any assets, including mining properties or interests therein or securities of other corporations or enter into any joint venture, earn-in or similar Contracts; or

4.4.5 enter into or modify any employment, severance or similar Contracts with, or grant any bonuses, salary increases, severance or termination pay to, any employees, officers or directors other than Contracts in effect (without amendment) on November 11, 2009.

In addition, X-Ore shall use best commercially reasonable efforts to duly complete and file in a timely manner its application to obtain the authorization certificate required under Law to complete its Publicly Disclosed Croinor Project.

4.5 Obligations of Blue Note and X-Ore

Before the Amalgamation, each of Blue Note and X-Ore shall:

4.5.1 obtain all Consents in respect of the transactions contemplated by this Agreement;

4.5.2 use commercially reasonable efforts to have lifted, rescinded or terminated any judgment or order issued by a Governmental Entity, or Proceeding, rendering illegal, limiting or prohibiting the completion of the transactions contemplated by this Agreement;

4.5.3 promptly comply with all requirements imposed by Law with respect to the transactions contemplated under this Agreement;

4.5.4 effect all necessary registrations, filings and submissions of information required from it relating to the transactions contemplated under this Agreement;

4.5.5 promptly notify the other Party of an Acquisition Proposal, including its terms and conditions; and

4.5.6 refrain from distributing any securities other than under previously issued securities.

ARTICLE 5
TERMINATION

5.1 Termination

This Agreement may be terminated at any time:

5.1.1 by X-Ore:

(a) in order to enter into a written agreement with respect to a Superior Proposal;

(b) if Blue Note is in a material breach of any of its obligations or representations and warranties under this Agreement and X-Ore is not itself in such a breach; or

(c) if the Special Resolution does not pass when it is duly put to a vote at the Meeting with a quorum present; and

5.1.2 by Blue Note if X-Ore is in material breach of any of its obligations or representations and warranties under this Agreement and Blue Note is not itself in such a breach.

5.2 Break-Up Fee

5.2.1 X-Ore shall immediately pay to Blue Note a termination fee of $200,000 if:

(a) X-Ore exercises its right to terminate this Agreement under Section 5.1.1(a); or

(b) Blue Note terminates this Agreement because X-Ore is in material breach of any of its obligations or representations and warranties under this Agreement and Blue Note is not itself in such a breach.

5.2.2 This Section 5.2 shall survive the termination of this Agreement and remain in full force and effect.

5.2.3 Upon termination of this Agreement, X-Ore will pay in full to Blue Note any amounts outstanding (capital and interest) under the loan provided by Blue Note in accordance with Section 7(f) of the LOI.

5.3 Remedies

The Parties acknowledge that an award of money damages would be inadequate for any breach of this Agreement and any such breach would cause the non-breaching Party irreparable harm. Accordingly, in the event of any breach or threatened breach of this Agreement, the non-breaching Party may seek injunctive relief and specific performance. Such remedies will not be the exclusive remedies for any breach of this Agreement but will be in addition to all other available remedies.

ARTICLE 6
MISCELLANEOUS

6.1 Disclosure

Except as otherwise required by Law, no Party shall issue a press release or make any other public statement or announcement relating to this Agreement or the transactions it contemplates without obtaining the prior approval of each other Party to the content and the manner of such disclosure. If disclosure is required by Law, the disclosing Party shall attempt in good faith to obtain each other Party's prior approval to the content and the manner of that disclosure.

6.2 Fees and Expenses

Subject to Section 2.1.2, each Party shall pay its own legal and other expenses incurred in connection with the negotiation, preparation, entering into and performance of this Agreement and the transactions it contemplates.

6.3 Further Assurances

A Party shall promptly do, sign, deliver or cause to be done, signed and delivered all further acts, documents and things that another Party may reasonably require for the purposes of giving effect to this Agreement.

6.4 Notice

Any notice, consent or other communication under this Agreement shall be given in writing and delivered by electronic mail or by hand or by bailiff or sent by fax, and addressed as follows:

6.4.1 **if to Blue Note**

Blue Note Mining Inc.
1 Place Ville-Marie, Suite 1511
Montreal, Quebec H3B 2B5

Attention: President
Fax: (514) 486-1317

6.4.2 **if to X-Ore**

1745 Sullivan Road, Suite 200
Val D'Or, Quebec J9P 1M8

Attention: President
Fax: (819) 824-7622

Such notice, consent or other communication will be deemed to have been given and received on the day it is actually delivered or sent (or if that day is not a Business Day, on the following Business Day), unless it is delivered or sent after 4:30 p.m., in which case it will be deemed to have been given and received on the next Business Day.

A Party may, from time to time, designate another address in accordance with this Section.

6.5 Severability

Each provision of this Agreement is separate and distinct and, if a provision of this Agreement is determined to be invalid, illegal or unenforceable, all other provisions will remain in full force and effect.

6.6 Waivers

A failure to act or delay in acting by a Party with respect to a non-performance, or the non-exercise of a right, under this Agreement will not operate as a waiver of that performance or of that right. The waiver of a right under this Agreement by a Party will not be effective unless it is given in a signed writing, in which case it will be effective in the specific instance and for the specific purpose given.

6.7 Default

The debtor of an obligation under this Agreement will be in default of that obligation by the mere lapse of time for performing it.

6.8 Successors and Assigns

This Agreement will bind and be for the benefit of a Party's successor or permitted assign.

6.9 Non-Assignment

No Party may assign or delegate any right or obligation under this Agreement without the prior consent of each other Party.

6.10 Amendment

This Agreement may only be amended in a writing signed by each Party.

6.11 Governing Law and Jurisdiction

This Agreement is governed by the laws of the province of Quebec and the laws of Canada applicable therein.

The Parties irrevocably submit all disputes arising out of this Agreement to Quebec courts, judicial district of Montreal.

6.12 Counterparts

This Agreement may be signed in any number of counterparts, each of which is deemed to be an original and all of which taken together is deemed to constitute one and the same instrument. Each counterpart may be delivered by fax or email and a faxed or emailed copy is as effective as an original.

SIGNED at the place and on the date first-mentioned above.

BLUE NOTE MINING INC.

By: ______________________
Michael C. Judson
President and Chief Executive Officer

X-ORE RESOURCES INC.

By: ______________________
Léon Méthot
President and Chief Executive Officer

Schedule 3.1.6

Outstanding Convertible Securities of Blue Note as at November 25, 2009

Securities	Underlying Securities	Holders	Exercise Price/ Conversion Price	Expiry Date
Warrants	3,500,000 Common Shares	(1) (2) (3)	$0.26	September 18, 2011
Warrants	108,695 Common Shares	Merton Stewart	$0.25	September 14, 2011
Broker Warrants (Each Broker Warrant comprised of 1 Common Share and 1 half Warrant)	350,000 Common Shares 350,000 Warrants	(4)	$0,20 $0,26 (Warrants)	September 18, 2011
Stock Options	3,533,332 Common Shares	Officers, Directors and employees	(5)	(5)

(1) BMO-Nesbitt Burns ITF Mineralfields 2009 Super Flow-through LP Acct. No. 365-24874-18 (750,000)
(2) BMO-Nesbitt Burns ITF Mineralfields 2009-V Super Flow-through LP Acct. No. 365-25042-12 (750,000)
(3) BMO-Nesbitt Burns ITF pathway Quebec Mining 2009 Flow-through LP Acct. No. 365-24919-15 (2,000,000)
(4) Jones Gable & Company ITF Limited Market Dealer Account 71-0443-3
(5) 2,900,000 @ $0.155 expiry Oct-15-2014. 633,332 Ave. Exercise Price $10.00 expiries before Dec-2013

Schedule 3.2.7

Outstanding Convertible Securities of X-Ore as at November 25, 2009

Securities	Underlying Common Shares	Holders	Exercise Price/ Conversion Price	Expiry Date
2,000,000 Stock Options granted under the X-Ore Stock Option Plan	2,000,000	Officers, Directors and employees	\$0.10/ \$0.23	November 16, 2010/ January 16, 2013
2,137,140 Common Share Purchase Warrants	2,137,140	Multiple persons	\$0.10	May 26/ July 3, 2010
1,200,000 Common Share Purchase Warrants	1,200,000	Palos Capital Pool Fund LLP	\$0.10	July 17,2011
\$150,000 Convertible Debenture	until July 17, 2010: 2,400,000 after July 17, 2010 until July 17, 2011: 1,500,000	Palos Capital Pool Fund LLP	\$0.0625 per common share on or before July 17, 2010 \$0.10 after this date until July 17, 2011	July 17, 2011