**THIS VENDING AGREEMENT** made as of the 24th of June, 2005

**BETWEEN:**

**<u>AAVDEX CORPORATION</u>**<br>
a corporation incorporated<br>
under the laws of the Province of Ontario

(herein called the "Purchaser");

**OF THE FIRST PART**

**- and -**

**STANLEY HAWKINS**

-and-

**PETER FERDERBER**

-and-

**FENTON SCOTT**

(hereinafter collectively called the "Vendor")

**OF THE SECOND PART**

**WHEREAS** the Vendor is the owner of a one hundred per cent (100%) interest in eighty-six (86) mining claims in the Province of Quebec, a schedule of which is attached to the agreement as Schedule "A" (hereinafter referred to as the "Claims");

**AND WHEREAS** the Vendor is willing to sell the Claims to the Purchaser on the terms set out herein;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and for other good and valuable consideration, the parties hereto covenant and agree with the other as follows:

1. The Vendor warrants and represents to the Purchaser, upon which warranties and representations the Purchaser relies, as follows:

a) that the Vendor has a one hundred per cent (100%) beneficial interest in the Claims;

b) that the Vendor has the right and authority to enter into this Agreement;

c) that all of the Claims are presently in good standing under the limitations and restrictions of the Mining Act of Quebec;

d) that the Claims are free and clear of all liens, charges and encumbrances of every nature and kind and are not subject to any restriction of any kind which would prevent the completion of the transaction herein contemplated.

2. The Vendor hereby sells, grants, transfers and assigns a one hundred per cent (100%) interest in the Claims to the Purchaser for consideration of $20,000 and 1,000,000 (one million) common shares of Aavdex Corporation. In addition, the Vendor shall also retain a 2% Net Smelter Return (NSR) on the Property, as defined in Schedule "B".

3. Upon payment to the Vendor of the amount set out in the preceding paragraph the Vendor shall forthwith deliver to the Corporation legal title to a one hundred per cent (100%) interest in the Claims which the Purchaser shall register at its own expense.

4. The Purchaser acknowledges that it is obligated to pay all outstanding taxes and other levies payable in respect of the Claims.

5. The parties hereto agree that they shall execute all such other documents and further assurances as may reasonably be required to give effect to the intent expressed herein.

6. This Agreement shall be construed in accordance with the laws of the Province of Ontario.

7. No amendment, modification, alteration, or waiver of the terms of this Agreement shall be binding unless made in writing and executed by the parties hereto or their successors or assigns.

8. Subject to the terms and provisions hereof, this Agreement shall be binding upon and enure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.

9. It is understood that there is a 10 kilometer staking perimeter around the boundaries of the claims. Any future staking or acquisition of mineral claims by either the Vendors or the Purchasers within this 10 kilometer perimeter area will form a part of this agreement.

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

| | |
|---|---|
| SIGNED, SEALED and DELIVERED in the presence of | **AAVDEX CORPORATION**<br>Per: ____________<br>A.S.O. |
| | ____________<br>**STANLEY HAWKINS** |
| | ____________<br>**PETER FERDERBER** |
| | ____________<br>**FENTON SCOTT** |

9. It is understood that there is a 10 kilometer staking perimeter around the boundaries of the claims. Any future staking or acquisition of mineral claims by either the Vendors or the Purchasers within this 10 kilometer perimeter area will form a part of this agreement.

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| | Per: ______________ |
| | A.S.O. |
| | ______________ |
| | **STANLEY HAWKINS** |
| | ______________ |
| | **PETER FERDERBER** |
| | ______________ |
| | **FENTON SCOTT** |

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| | | |
|---|---|---|
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| | ) | **AAVDEX CORPORATION** |
| | ) | Per: ______________ |
| | ) | **A.S.O.** |
| | ) | ______________ |
| | ) | **STANLEY HAWKINS** |
| | ) | ______________ |
| | ) | **PETER FERDERBER** |
| | ) | ______________ |
| | ) | **FENTON SCOTT** |

Schedule A

DOSSIER : TM05130045
AVIS NO : 16045

MAP
FEUILLET : 24F02

PAGE 1 DE 1

Fenton & Peter & Stan

T E R R I T O I R E S E N D E M A N D E

| RANGEE/LOT | COLONNE | SUPERFICIE | RANGEE/LOT | COLONNE | SUPERFICIE |
|---|---|---|---|---|---|
| X0001 | 0012 | 46,95 | X0001 | 0013 | 46,95 |
| X0001 | 0014 | 46,95 | X0001 | 0015 | 46,95 |
| X0001 | 0016 | 46,95 | X0001 | 0017 | 46,95 |
| X0001 | 0018 | 46,95 | X0001 | 0019 | 46,95 |
| X0001 | 0020 | 46,95 | X0002 | 0012 | 46,94 |
| X0002 | 0013 | 46,94 | X0002 | 0014 | 46,94 |
| X0002 | 0015 | 46,94 | X0002 | 0016 | 46,94 |
| X0002 | 0017 | 46,94 | X0002 | 0018 | 46,94 |
| X0002 | 0019 | 46,94 | X0002 | 0020 | 46,94 |
| X0003 | 0012 | 46,93 | X0003 | 0013 | 46,93 |
| X0003 | 0014 | 46,93 | X0003 | 0015 | 46,93 |
| X0003 | 0016 | 46,93 | X0003 | 0017 | 46,93 |
| X0003 | 0018 | 46,93 | X0003 | 0019 | 46,93 |
| X0003 | 0020 | 46,93 | X0004 | 0012 | 46,92 |
| X0004 | 0013 | 46,92 | X0004 | 0014 | 46,92 |
| X0004 | 0015 | 46,92 | X0004 | 0016 | 46,92 |
| X0004 | 0017 | 46,92 | X0004 | 0018 | 46,92 |
| X0004 | 0019 | 46,92 | X0004 | 0020 | 46,92 |

SCHEDULE "A"

91 cl. x 8428.00 ⅓ 2809.00

DOSSIER : TM05120046
AVIS NO : 16045

MAP
FEUILLET : 24C15
Cu. - Uranium

PAGE 1 DE 1

Fenton & Perea

T E R R I T O I R E S   E N   D E M A N D E

| RANGEE/LOT | COLONNE | SUPERFICIE | RANGEE/LOT | COLONNE | SUPERFICIE |
|---|---|---|---|---|---|
| X0030 | 0011 | 46,96 | X0030 | 0012 | 46,96 |
| X0030 | 0013 | 46,96 | X0030 | 0014 | 46,96 |
| X0030 | 0015 | 46,96 | X0030 | 0016 | 46,96 |
| X0030 | 0017 | 46,96 | X0030 | 0018 | 46,96 |
| X0030 | 0019 | 46,96 | X0030 | 0020 | 46,96 |
| X0026 | 0011 | 47,01 | X0026 | 0012 | 47,01 |
| X0026 | 0013 | 47,01 | X0026 | 0014 | 47,01 |
| X0026 | 0015 | 47,01 | X0026 | 0016 | 47,01 |
| X0026 | 0017 | 47,01 | X0026 | 0018 | 47,01 |
| X0026 | 0019 | 47,01 | X0026 | 0020 | 47,01 |
| X0027 | 0011 | 47,00 | X0027 | 0012 | 47,00 |
| X0027 | 0013 | 47,00 | X0027 | 0014 | 47,00 |
| X0027 | 0015 | 47,00 | X0027 | 0016 | 47,00 |
| X0027 | 0017 | 47,00 | X0027 | 0018 | 47,00 |
| X0027 | 0019 | 47,00 | X0027 | 0020 | 47,00 |
| X0028 | 0011 | 46,99 | X0028 | 0012 | 46,99 |
| X0028 | 0013 | 46,99 | X0028 | 0014 | 46,99 |
| X0028 | 0015 | 46,99 | X0028 | 0016 | 46,99 |
| X0028 | 0017 | 46,99 | X0028 | 0018 | 46,99 |
| X0028 | 0019 | 46,99 | X0028 | 0020 | 46,99 |
| X0029 | 0011 | 46,98 | X0029 | 0012 | 46,98 |
| X0029 | 0013 | 46,98 | X0029 | 0014 | 46,98 |
| X0029 | 0015 | 46,98 | X0029 | 0016 | 46,98 |
| X0029 | 0017 | 46,98 | X0029 | 0018 | 46,98 |
| X0029 | 0019 | 46,98 | X0029 | 0020 | 46,98 |

## SCHEDULE “B”

to that certain Vending Agreement between
AAVDEX CORPORATION (the “Purchaser”) and Stanley Hawkins and Peter Ferderber and Fenton Scott (collectively called the “Vendor”) made as of the 24th day of June, 2005.

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## NET SMELTER RETURNS AGREEMENT

1. If ore is mined from the Claims (a schedule of which is attached to this Agreement as Schedule “A”) and milled and concentrated by the Purchaser or its successors in interest, it shall pay to the Vendor or his successors in interest a royalty equal to two (2%) per cent of the net smelter returns realized, or deemed to be realized as hereinafter provided, from the sale or other disposition of concentrates derived from such ore. For the purposes hereof “net smelter returns” means the net amount paid by the smelter purchasing such concentrates, after deduction of the treatment charges, penalties and such other deductions made by the smelter from the full metal content of economically recoverable minerals contained in such concentrate and after deductions of the cost of delivering such concentrates from the concentrator to such smelter. In the event that such concentrates are sold to or further processed by the Purchaser or the Vendor or any affiliate (within the meaning of the *Securities Act of Ontario*) of either of them or their respective successors in interest, the net smelter returns realized shall be deemed to be equal to the fair market value of such concentrates F.O.B. the concentrator, which shall be determined by using the prices and terms quoted by the smelter closest to the mine dealing at arm’s length with the Purchaser and the Vendor and their respective successors in interest, the net smelter returns realized shall be deemed to be equal to the gross metal value of economically recoverable minerals contained in such ore after deduction of the cost of delivering such ore from the minehead to the said purchaser.

2. Payments of the net smelter returns royalty shall be made at least quarterly within thirty (30) days after the calendar quarter for which the royalty is payable and shall be accompanied by reasonable details concerning the basis on which it is computed.

The amount of any quarterly royalty may be estimated. Payment for the last quarter of the calendar year shall be subject to adjustment; further payments or repayments of royalty as the case may be by the party affected. The statement of net smelter returns royalty for the calendar year shall be audited at the expense of the Purchaser or its successors in interest within ninety (90) days of the calendar year end by a firm of chartered accounts, which may be a firm used otherwise by the Purchaser or its successors in interest. The Vendor or its successor in interest shall have ninety (90) days after receipt of the audited statement for the calendar year to object thereto, and failing such objection the audited statement shall be final. In the event any objections so raised by the Vendor or his successors in interest cannot be amicably resolved within sixty (60) days, he shall have the right to conduct at his expense, an independent audit by another firm of chartered accountants, which may be a firm used otherwise by them, and if any objections remain after such audit had been conducted, the matter in dispute shall be submitted to arbitration, as provided for in this Schedule. Any payments or repayments or royalty required by any final audit shall be made immediately by the party affected.

3. (a) Any dispute the calculation of the net smelter returns royalty payable hereunder, shall be finally settled by arbitration.

(b) It shall be a condition precedent to the right of either the Purchaser or the Vendor or the respective successors in interest to submitting any matter to arbitration pursuant to the provisions hereof, that such party shall have given not less than ten (10) days to a party who gave such notice (the "Referring Party") may proceed to refer to the disputed arbitration as herein provided.

(c) The Referring Party shall proceed to refer the disputed arbitration by appointing one arbitrator (the Referring Party's Arbitrator") and shall notify the other party (the "Responding Party"), of such appointment, and the Responding Party, within fifteen (15) days after receiving notice of the appointment of the Referring Party's Arbitrator, shall appoint one arbitrator (the "Responding Party's Arbitrator") and the arbitrators so named, before proceeding to act within thirty (30) days of their appointment, shall agree unanimously on the appointment of a third arbitrator to act with them and be chairman (the "Chairman") of the arbitration and proceed to determine the matter as herein provided.

(d) If the Referring Party's Arbitrator and the Responding Party's Arbitrator shall be unable to agree on the appointment of the chairman, a judge of the Ontario Court (General Division) shall appoint a chairman (the "Chairman"), on the application of either party.

(e) If the Responding Party shall fail to appoint an arbitrator within fifteen (15) days after receiving notice of the Referring Party's Arbitrator, then the Referring Party's Arbitrator shall act to appoint a second arbitrator who shall be chairman so appointed (the "Chairman") shall proceed to determine the matter as provided herein.

(f) The Chairman shall fix a time and place in Toronto, Ontario for the purpose of hearing the evidence and representation of the parties, and he shall preside over the arbitrator and determine all questions of procedure not herein provided for. After any evidence and presentations that each party may submit, the arbitrators shall make an award and reduce the same to writing and deliver one copy thereof to each party. Each party agrees that the award of a majority of the arbitrators shall be final and binding upon each of them and there shall be no appeal therefrom. The cost of the arbitration shall be paid as specified in the award. A judgment may be entered upon the award made pursuant to such arbitration in a court competent jurisdiction.

(g) The Vendor and its successors in interest shall collectively be entitled to appoint one arbitrator, and the Purchaser and its successors in interest shall collectively be entitled to appoint arbitrator.