OPTION AGREEMENT

THIS AGREEMENT made the 31st day of July, 2009.

BETWEEN:

WASHMAX CORPORATION
(hereinafter called "Washmax")

- and -

OPAWICA EXPLORATIONS INC.
(hereinafter called "OPW")

WHEREAS OPW is currently the registered and beneficial owner of an undivided 100% interest in mining claim numbers 3014344, 1192598, 1192600, 3014400, 3014337, 3014433, 3014429 and 3015386 (collectively, the "Mining Claims") located in Hastings County near Madoc, Ontario and also known as the Dingman gold property (collectively, the "Property");

AND WHEREAS OPW has agreed to grant to Washmax an exclusive option to purchase all of OPW's interest in the Property subject to the terms and conditions hereinafter set out;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements herein contained, the parties hereto mutually agree as follows:

1. INTERPRETATION

1.1 **Definitions**: In this Agreement the following words and phrases shall have the following meanings:

(a) **"Closing Date"** means the date on which the exercise of the option granted pursuant to Section 3.1 hereunder shall be effective;

(b) **"Time of Closing"** means 11:00 a.m. (Toronto time) on the Closing Date or such other time as may be agreed to by the parties hereto.

1.2 **Currency**: All dollar amounts expressed herein refer to lawful currency of Canada.

1.3 **Governing Law**: This Agreement shall be construed and governed by the laws in force in the Province of Ontario notwithstanding the principles, if any, that would otherwise govern the choice of law and each of the parties hereto hereby unconditionally and irrevocably attorns to the non-exclusive jurisdiction of the courts of said Province.

1.4 **Parties Knowledge**: For the purposes of any reference in this Agreement to "knowledge of" a Party, the knowledge (actual or deemed) of such Party shall be deemed to be the knowledge of such Party and such Party shall be deemed to have knowledge of any fact or circumstance which is, or with ordinary diligence ought reasonably to be known by: (a) any person holding the office or position or fulfilling the function of a director, officer or senior manager of such Party;

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or (b) any other employee or agent of such Party who, having regard to his or her position, job description or responsibilities, should reasonably be expected to have knowledge or information relevant to the matter in question.

1.5 **Binding on Affiliates**: To the maximum extent permitted by law, where an obligation hereunder must be carried out by a Party indirectly through such Party's affiliate and such Party controls the relevant affiliate, the obligations of such Party shall be deemed to be obligations of the respective affiliate.

2. REPRESENTATIONS AND WARRANTIES

2.1 **Washmax's Representations and Warranties.** Washmax represents and warrants to OPW that:

(a) it is a corporation duly continued and subsisting under the laws of Alberta and that it has the corporate power and authority to carry on its business and to enter into this Agreement and to perform its obligations hereunder;

(b) this Agreement has been duly authorized, executed and delivered by Washmax and subject to receiving shareholder approval and the approval of the NEX Board and/or the TSX Venture Exchange, is a valid and binding obligation of Washmax, enforceable in accordance with its terms; and

(c) as of the date hereof, there are 12,700,000 common shares in the capital of Washmax issued and outstanding.

2.2 **OPW's Representations and Warranties.** OPW represents and warrants to Washmax that:

(a) it is a corporation duly incorporated and subsisting under the laws of the Province of Ontario, and that it has the corporate power and authority to carry on its business and to enter into this Agreement and to perform its obligations hereunder;

(b) this Agreement has been duly authorized, executed and delivered by OPW and, subject to being approved by OPW's board of directors, is a valid and binding obligation of OPW, enforceable in accordance with its terms;

(c) the Mining Claims described in the first recital hereto and comprising the Property are accurately described in the first recital to this Agreement, are presently in good standing under the laws of the Province of Ontario and will continue to be in good standing as noted in Appendix 1;

(d) all of the expiry dates described in section 2.2(c) may be extended by at least one year by filing available banked credits to the claims in 2012 and 2013 respectively;

(e) the Mining Claims are free and clear of all royalties, liens, charges, claims, security interests and encumbrances of any nature or kind whatsoever, save and except for a 2% net smelter royalty (the "NSR") that is affixed to the Property (and which is attached hereto as Appendix 2), and that 1% of the NSR may be purchased by OPW or its successor at any time for $250,000;

(f) the lands subject to the Mining Claims comprise 200.6 hectares (495.7 acres) and are subject to two surface rights agreements as follows:

> (i) approximately 160 acres covered under a surface right acquisition option agreement dated September 5, 2006 between OPW and the Robinson family (the "Robinson Agreement"), a copy of which is attached hereto as Appendix 3; and
>
> (ii) approximately 100 acres covered under a surface access agreement dated September 20, 2007, and amended February 20, 2009 between OPW and the Kelly family (the "Kelly Agreement" and together with the Robinson Agreement, the "Surface Agreements"), a copy of which is attached hereto as Appendix 4,

(g) the Surface Agreements are in good standing and are subject to this option agreement by Washmax undertaking to pay all royalties or cash payments to these underlying surface rights owners;

(h) OPW has the exclusive right to enter into this Agreement and to dispose of its (or its affiliates') interest in the Property in accordance with the terms of this Agreement;

(i) each of the Mining Claims has been properly applied for and issued by the Ministry of Northern Development and Mines (the "Ministry"); there is no adverse claim or challenge against or to the ownership of or title to any of the Mining Claims, or any other interests comprising the Property, nor to the knowledge of OPW is there any basis therefore or interest therein; there are no outstanding agreements or options to acquire or purchase the Property or any portion thereof, and no person other than Washmax, pursuant to the provisions hereof, has any royalty or other interest whatsoever in production from any part of the Property;

(j) no proceedings are pending for and OPW is not aware of any basis for the placing of it into bankruptcy or subject to any other laws governing the affairs of insolvent persons;

(k) OPW is not a non-resident of Canada under the *Income Tax Act* (Canada); and

(l) the Property does not contain any hazardous or toxic material, pollution or other adverse environmental conditions which may give rise to any environmental liability under any applicable environmental laws, regulations, rule or by-law and OPW has not received nor is it aware of any pending or threatened notice of non-compliance with any environmental law, regulation, rule or by-law.

2.3 **Effect of Representations, etc.** The representations, warranties, and agreements hereinbefore set out are conditions on which the parties have relied upon in entering into this Agreement and shall survive the acquisition of any interest in the Property hereunder and each party will indemnify and save the other harmless from all loss, damage, costs, actions and suits

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arising out of or in connection with any breach of any representation, warranty or agreement made by it and contained in this Agreement.

3. OPTION

3.1 **Grant of Option.** Effective as of the date hereof and for so long as this Agreement remains in force, subject as hereafter provided, OPW hereby grants to Washmax the sole and exclusive right and option to acquire all of OPW's interest in the Property (including its interest in the Mining Claims, Surface Agreements and royalty buy back agreements), whether held by OPW or its affiliates for the aggregate consideration of $25,000 and, subject to the provisions of section 3.2, approximately 21,000,000 common shares in the capital of Washmax (the "Purchase Price"), to be paid or delivered as follows:

(a) $5,000 shall be paid to OPW upon OPW board approval after the signing this Agreement, and such amount shall be a non-refundable deposit; and

(b) the balance of the Purchase Price to be paid and delivered at the Time of Closing in accordance with the terms set out in Section 5.3(b) below.

OPW shall also bear the costs of the preparation of NI 43-101 compliant technical report on the Property to be addressed to OPW and Washmax, which report it is acknowledged, may be readdressed singularly to Washmax at the applicable time. Said report and payments shall be concluded and filed on SEDAR under OPW and/or Washmax by August 31, 2009.

3.2 **Additional Share Consideration**. Notwithstanding the provisions of section 3.1 hereof, it is acknowledged that the parties intend that the 21,000,000 common shares in the capital of Washmax to be delivered to OPW as part of the Purchase Price (the "Share Consideration") is to represent 60% of the issued and outstanding shares of Washmax prior to the Financing and after all outstanding shareholder loans are converted to equity (as hereinafter defined) and a minimum of 30% of the issued and outstanding shares of Washmax upon closing of the initial Financing (the "Minimum Percentage"). Therefore it is agreed by the parties that, in circumstances where either of the Minimum Percentages are not met by issuance of the Share Consideration, Washmax shall, at the Time of Closing, issue to OPW such further number of common shares of Washmax as shall be necessary to cause the total number of such shares issued to OPW hereunder to equal the Minimum Percentages.

3.3 **Method of Exercise.** In order to exercise the option granted pursuant to Section 3.1, Washmax shall deliver a completed copy of the form of notice set out in Appendix 5 (the "**Exercise Notice**"). The Closing Date set out in the Exercise Notice shall be at least seven (7) days following the date upon which the Exercise Notice is delivered but shall not be more than twenty-one (21) days following the date upon which the Exercise Notice is delivered failing which this Agreement shall terminate. The Closing Date shall not be a day that is a holiday or day on which banks are not customarily open for business in either Ontario or British Columbia.

3.4 **Conditions Precedent to Right to Exercise.** Washmax shall not be entitled to deliver the Exercise Notice unless:

(a) it has received executed subscription agreements for at least $1,400,000 (cash) of common shares in the capital of Washmax, which shall include common shares issued on a "flow-through" basis (the "Financing");

(b) the Board of Directors of Washmax shall have first authorized the issuance of shares of Washmax pursuant to Section 3.1 pursuant to this Agreement;

(c) OPW has received all requisite approvals (in conditional form where final approvals are not available) from the Toronto Stock Exchange;

(d) Washmax shall have approved and committed to a work program which shall include baseline studies, infill resource drilling and preliminary scoping studies in respect of the Property all in an aggregate amount of at least $1,000,000 to be implemented over a 24 month period following the Closing Date;

(e) Washmax shall have obtained conditional approval from the TSX Venture Exchange in respect of the full listing of Washmax's common shares on the TSX Venture Exchange following Closing and the completion of the financing referred to in Section 3.4(a).

3.5 **Expiry of Option.** This Agreement shall terminate upon the earlier of:

(a) 60 days from the date hereof, in the event an Exercise Notice has not been delivered provided that such date may be extended, prior to termination, by 30 days upon payment by Washmax to OPW of the amount of $5,000 and may be further extended by another 30 days, upon payment by Washmax to OPW of a further amount of $5,000; and

(b) upon written notice delivered by Washmax to OPW.

3.6 **Reasonable Investigations.** From the date hereof and for so long as this Agreement remains in force, Washmax and its directors, officers, employees, agents and independent contractors shall have the right to:

(a) upon reasonable notice to OPW, enter upon the Property for the purpose of performing further investigations;

(b) inspect all books and records of OPW relating to the Property and the Mining Claims as well as any other information of OPW reasonably requested by Washmax;

3.7 **OPW to Protect Property.** For so long as this Agreement remains in force, OPW shall, from the date hereof until the Closing Date set out in the Exercise Notice keep the Property free and clear of all liens, charges, security interests and encumbrances arising from its operations hereunder or its interest in the Property and shall proceed with all diligence to contest and discharge any such lien that is filed and shall keep the Property in good standing by the doing and filing of all necessary assessment work and by the doing of all other acts and things and making all other payments which may be necessary in that regard but for greater certainty, OPW shall under no circumstances be responsible to remedy any work or matter that did not arise directly from its operations.

4. TRANSFER OF INTEREST IN THE PROPERTY

4.1 **Conveyance.** At the Time of Closing set out in the Exercise Notice and upon the payment of the balance of the Purchase Price as set out in Section 3.1(b), OPW shall cause all interests held by OPW or its affiliates in the Property to be transferred to Washmax or Washmax's nominee.

4.2 **Exercise Triggers Trust.** From the date on which the Exercise Notice is delivered and up until the Time of Closing, OPW or its affiliates shall hold their interest in the Property in trust for Washmax, subject to the terms and conditions of this Agreement.

5. CONDITIONS OF CLOSING AND CLOSING

5.1 **Conditions of Closing.** The closing of the transaction hereunder is subject to the following terms and conditions, to be fulfilled and/or performed at or prior to closing:

(a) all necessary governmental, regulatory and contractual consents to the transfer of OPW's interest in the Property to Washmax shall have been obtained;

(b) the representations and warranties of the Parties contained in this Agreement shall be true and correct, in all material respects on and as of the Closing Date;

(c) the Board of Directors of OPW shall have authorized the entering into of this Agreement within 4 days' of the Parties executing this Agreement;

(d) Washmax shall have obtained any necessary approvals from the NEX board of the TSX Venture Exchange (or such other necessary stock exchanges) as may be required in order to complete the transactions described herein; and

(e) Washmax shall provide evidence reasonably satisfactory to OPW that upon or immediately following Closing, Washmax shall have net working capital of at least $1,300,000.

(f) OPW shall cause the Technical Report to be re-issued and addressed by the author singularly to Washmax at such time as Washmax shall have reasonably requested and OPW shall procure all necessary consents from the author to enable Washmax to file the Technical Report as required by applicable law or stock exchange rules;

Each of the parties hereto agrees to use their best efforts to fulfill the conditions precedent to the closing of the transaction herein contemplated. If the conditions set out in subsection 5.1(c), 5.1(d), or 5.1(e) have not been fulfilled and/or performed on or before the dates therein specified, then either party may terminate this Agreement by written notice to the other. If the conditions set out in subsections 5.1(a) or 5.1(b) have not been fulfilled and/or performed on or before the Closing Date, the party hereto who has fulfilled the conditions required to be fulfilled by it may terminate this Agreement by written notice to the other.

5.2 **Place of Closing.** The closing of the transaction contemplated by this Agreement shall take place at the Time of Closing on the Closing Date at the offices of Lang Michener, in either Toronto or Vancouver.

5.3 **Closing Procedures.** At the Time of Closing:

(a) OPW will deliver to Washmax:

(i) the written consents obtained pursuant to Section 5.1(a); and

(ii) such transfers, conveyances and other documents in recordable form and executed by all persons other than Washmax as may be necessary to register the transfer of OPW interest in the Property to Washmax; and

(b) Washmax will deliver to OPW:

(i) a certificate representing 21,000,000 common shares or such number of shares adjusted to reflect the 60% interest in Washmax shares pursuant to clause 3.2 in the name of OPW or its nominee;

(ii) a certified cheque in the amount of $20,000; and

(iii) evidence of the lodging of the documentation referred to in section 6.4 in accordance with the provisions of that section.

6. ALLOCATION OF MONIES

6.1 Washmax shall be required to spend at least $1,000,000 over the 24 month period following Closing on a work program for the Property as approved pursuant to Section 3.3(d) and Washmax shall provide OPW with periodic updates on its progress in respect thereof upon reasonable request from OPW.

6.2 Notwithstanding 6.1, Washmax shall not be required to continue with the work program if in Washmax's reasonable opinion, the economic, regulatory or environmental conditions applicable to the Property or the intended resources to be extracted from the Property do not allow Washmax's board of directors to allow the work program to continue while at the same time meeting their statutory obligations.

6.3 In the event that Washmax fails to comply with Section 6.1, OPW shall be entitled to repurchase all interests transferred to Washmax upon Closing in exchange for 5,000,000 common shares of Washmax from OPW.

6.4 In support of the obligations of Washmax under this Article 6, Washmax shall pledge with an escrow agent acceptable to both parties such transfers, conveyances and other documents as may be necessary to give full effect to the repurchase contemplated by section 6.3.

7. CONFIDENTIAL INFORMATION

7.1 Each of Washmax and OPW agree that all information obtained hereunder shall be the exclusive property of the parties hereto and shall not be publicly disclosed or used other than for the activities contemplated hereunder, except as required by law or by the rules and regulations of any regulatory authority or stock exchange having jurisdiction, or with the written consent of the other party, such consent not to be unreasonably withheld.

8. RESTRICTIONS ON ALIENATION

8.1 For so long as this Agreement has not been terminated, neither OPW nor any of its affiliates shall:

(a) transfer, convey, assign, mortgage or grant an option in respect of or grant a right to purchase or in any manner transfer or alienate any or all of OPW's interest in the Property, or permit a lien, charge, security interest or other encumbrance against the Property or the Mining Claims; or

(b) do or permit anything to be done that will vary the NSR or the Surface Agreements.

8.2 For so long as this Agreement has not been terminated Washmax shall deal exclusively with OPW and shall not take any action, directly or indirectly, which would impair its ability to complete the transaction contemplated hereby and, in particular, without limiting the generality of the foregoing, Washmax shall not incur any debt, obligations or liabilities other than in the ordinary course of its business as currently being conducted.

9. NOTICE

9.1 Any notice, direction or other communication required or permitted to be given under this Agreement shall be in writing and may be given by the delivery of the same or by mailing the same (first class postage prepaid) or, if a facsimile or similar number or address is provided, by sending the same by facsimile transfer or other similar form of telecommunication, in each case addressed as follows:

(a) If to Washmax, at:

Unit 1, 1050 Bathurst Street
Toronto, Ontario M5R 3G7

Attention: Michael Churchill
Facsimile: (416) 530-4356
E-mail:churchill.michael@gmail.com

(b) If to OPW, at:

Suite 515, 701 West Georgia Street
Vancouver, BC V7Y 1C6

Attention: Dan Clark
Facsimile: 604-681-3552
E-mail:dan@opw-iki.com

Any notice, direction or other communication aforesaid will, if delivered, be deemed to have been given and received on the day it was delivered and, if mailed, will be deemed to have been given and received on the fourth business day following the day of mailing, except in the event of disruption of the postal service in which event notice will be deemed to be received only when actually received and, if sent by facsimile transfer or other similar form of telecommunication, will be deemed to have been given or received on the next business day following the day on which it was so sent.

10. FORCE MAJEURE

10.1 Neither Party will be liable for its failure to perform any of its obligations under this Agreement due to a cause beyond its control (except those caused by its own lack of funds) including, but not limited to: acts of God, fire, flood, explosion, strikes, lockouts or other industrial disturbances; laws, rules and regulations or orders of any duly constituted court or governmental authority; governmental action or inaction or nonavailability of materials, services or required transportation (each an "Intervening Event"). All time limits imposed by this Agreement will be extended by a period equivalent to the period of delay resulting from an Intervening Event described in this Article. A Party, if it is relying on the provisions of this Article, will take all reasonable steps to eliminate any Intervening Event and, if possible, will perform its obligations under this Agreement as far as practical.

11. GENERAL PROVISIONS

11.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and replaces and supersedes all prior agreements, negotiations and representations, whether oral or written, between the parties with respect to the subject matter herein.

11.2 **Waivers to be in Writing.** Any waiver or release of any of the provisions of this Agreement, to be effective, must be in writing and executed by the party granting the same.

11.3 **Further Assurances.** The parties will execute such further and other documents and assurances and do such further and other things as may be necessary or desirable to carry out and give effect to the intent of this Agreement.

11.4 **Time.** Time shall be of the essence in the performance of this Agreement.

11.5 **Successors.** This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successor and permitted assigns, provided that no party hereto may assign this Agreement or any of its rights or obligations hereunder without the prior consent of the other party hereto, such consent not to be unreasonably withheld or delayed.

11.6 **Communications.** The parties hereto agree that this Agreement may be transmitted by telecopier or e-mail and that the reproduction of signatures by telecopier will be treated as binding as if originals. This Agreement may be signed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

11.7 **Remedies.** The Parties agree that in the event that this agreement is breached in a material manner by either one of them, that such material breach shall lead to irreparable harm or shall render monetary damages as an insufficient remedy. It is accordingly agreed that, in the event of a breach of Sections 6, the Party disclosing information shall be entitled to injunctive relief (without any requirement to post a bond or other form of security) to prevent breaches of this Agreement and to specifically enforce the terms and provisions hereof, and that in the event of a breach of Section 4.1, that Washmax shall be entitled to the remedy of specific performance, in addition to any other remedy to which the Disclosing Party may be entitled at law or in equity.

11.8 **Governing Law.** This Agreement shall be governed by the laws of Ontario and the Parties hereto irrevocably submit to the jurisdiction of the Ontario Superior Court of Justice for the resolution and/or adjudication of any dispute arising out of this Agreement.

11.9 **Counterparts.** This Agreement may be signed in counterparts and by facsimile.

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

[Michael Churchill]
SIGNED

WASHMAX CORPORATION

Per: ______________________________
Michael Churchill, President

OPAWICA EXPLORATIONS INC.

Per: ______________________________
Donald Clark, President

APPENDIX 1
LIST OF MINING CLAIMS, DINGMAN GOLD PROPERTY

Description	Number	Area (ha)	Staked	Recorded	Expires	Grouping
E1/2 Lot 19 Con 10 (1)	3014344	37.0	12/04/2005	17/03/2005	12/04/2013	G-1270
NW1/4 Lot 19 Con 10 (2)	1192598	14.5	19/11/2004	26/11/2004	26/11/2012	G-1270
S1/2 Lot 19 Con 11 (1)	1192600	14.0	19/11/2004	26/11/2004	26/11/2012	G-1270
N1/2 of E1/2 Lot 19 Con 11 (1)	3014400	11.4	18/11/2004	26/11/2004	26/11/2013	G-1270
SE1/4 Lot 19 Con 11 (1)	3014337	12.8	18/11/2004	26/11/2004	26/11/2013	G-1270
NW1/4 Lot 19 Con 1 (1)	3014433	30.2	20/11/2004	26/11/2004	26/11/2013	G-1269
SW1/4 Lot 19 Con 1 (1)	3014429	26.4	18/11/2004	26/11/2004	26/11/2012	G-1269
E1/2 Lot 19 Con 1 (2)	3013586	54.3	16/09/2006	27/09/2006	27/09/2013	G-1269

APPENDIX 2
NET SMELTER ROYALTY

PROPERTY OPTION AGREEMENT

THIS AGREEMENT made and entered into as of the 31st day of August, 2006.

BETWEEN:

DOUGLAS BAIRD of Suite 203-28 Maynard Ave., Toronto, Ontario, M6K 2Z9; As to Fifty percent (50%) of the Property and in and to 50% of the Option payments and NSR outlined hereinafter payable by the Optionor.

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EDWARD NECZKAR of 64 Farningham Cres., ~~Islington~~, Ontario, M9B 3B6; As to Fifty percent (50%) of the Property and in and to 50% of the Option payments and NSR outlined hereinafter payable by the Optionor.

(Hereinafter collectively called the "Vendor")

OF THE FIRST PART

AND:

OPAWICA EXPLORATIONS INC., a company having an office at Suite 515-701 West Georgia Street, Vancouver, British Columbia, V7Y 1C6;

(Herein called the "Optionor")

OF THE SECOND PART

WHEREAS the Vendor has represented that it is the sole recorded and beneficial owner in and to the Dingman gold property (the "Property"), Ontario, and as described in Schedule "A" attached hereto;

AND WHEREAS the Vendor, subject to the Net Smelter Royalty, now wishes to grant to the Optionor the exclusive right and option to acquire an undivided 100% right, title and interest in and to the Property on the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises, the mutual covenants herein set forth and the sum of One Dollar ($1.00) of lawful money of Canada now paid by the Optionor to the Vendor (the receipt whereof is hereby acknowledged), the Parties hereto do hereby mutually covenant and agree as follows:

1. Definitions

The following words, phrases and expressions shall have the following meanings:

(a) "Expenditures" includes all direct or indirect expenses of or incidental to Mining Operations.

(b) "Facilities" means all mines and plants, including without limitation, all pits, shafts, adits, haulageways, raises and other underground workings, and all buildings, plants, facilities, and other structures, fixtures, and improvements, and all other property, whether fixed or moveable, as the same may exist at any time in, or on the Property and relating to the operator of the Property as a mine or outside the Property if for the exclusive benefit of the Property only.

(c) "Force Majeure" means an event beyond the reasonable control of the Optionor that prevents or delays it from conducting the activities contemplated by this Agreement other than the making of payments referred to in Section 4 herein. Such events shall include but not be limited to acts of God, war, insurrection, action or inaction of governmental agencies, inability to obtain any environmental, operating or other permits or approvals, authorizations or consents and inclement weather conditions;

(d) "Mineral Products" means the commercial end products derived from operating the Property as a mine;

(e) "Mineral Rights" means the right to all minerals on, in or under the Property;

(f) "Mining Operations" includes:

(i) every kind of work done on or with respect to the Property or the mineral products derived therefrom by or under the direction of the Optionor; and

(ii) without limiting the generality of the foregoing, includes the work of assessment, geophysical, geochemical and geological surveys, studies and mapping, investigating, drilling, designing, examining equipping, improving, surveying, shaft sinking, raising, cross-cutting and drifting, searching for, digging, trucking, sampling, working and procuring minerals, ores and metals, in surveying and bringing any mineral claims to lease or patent, in doing all other work usually considered to be prospecting, exploration, development, a feasibility study, mining work, milling, concentration, bonification or ores and concentrates, as well as the separation and extraction of Mineral Products;

(g) "Net Smelter Royalty" means that net smelter royalty as defined in Section 6 hereof;

(h) "Option" means the option granted by the Vendor to the Optionor to acquire, subject to the Net Smelter Royalty reserved to the Vendor, an undivided 100%

right, title and interest in and to the Mineral Rights as more particularly set forth in Section 4.

(i) "Option Period" means the period from the date hereof to the date at which the Optionor has performed its obligations to acquire its 100% interest in the Property as set out in Section 4 hereof;

(j) "Property" means the mineral claims described in Schedule "A" together with any and all mineral rights associated with and connected to the Property.

2. Headings

Any heading, caption or index hereto shall not be used in any way in construing or interpreting any provision hereof.

3. Singular, Plural

Whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning plural or feminine or body politic or corporate or vice versa, as the context so requires.

4. Option

The Vendor hereby grants to the Optionor the sole exclusive right and option (the "Option") to earn a 100% interest in the Property exercisable as follows:

(a) the Optionor paying the sum of Five thousand dollars ($5,000) to the Vendor by way of check upon signing this agreement.

(b) the Optionor paying Fifteen thousand ($15,000) cash and issuing 250,000 common shares of the Optionor to the Vendor forthwith upon acceptance of this Agreement by the TSX. (the "Acceptance Date");

(c) on or before that date which is 12 months following the Acceptance Date the Optionor will, solely at its option, pay fifteen thousand dollars ($15,000) and 250,000 shares of the Optionor.

(d) on or before that date which is 24 months following the Acceptance Date the Optionor paying, solely at its option, 250,000 shares of the Optionor;

(e) on or before that date which is 36 months following the Acceptance Date the Optionor, solely at its option, pay 250,000 shares of the Optionor;

upon the Optionor having satisfied the payment obligations set forth above the Optionor shall be deemed to have exercised the Option (the "Exercise Date") and shall be entitled to an undivided 100% right, title and interest in and to the Mineral Rights and the Property with the full right and authority to access and equip the Property for production and operate the Property as a mine subject to a 2% Net Smelter Royalty.

In the event that the Optionor fails to make any of the above payments and the process of Default has been carried out as described hereinafter and such Default has not been remedied then in such instance the Property shall revert 100% to the Vendor.

5. Surface Rights

The Vendor does not own the surface rights and therefore the Option includes the Mineral Rights only and the Vendor hereby agrees to allow the Optionor to properly carry out the Expenditures and Mining Operations and in this regard the Vendor agrees to execute such further documents and do such further things as the Optionor, acting reasonably, shall request to give full effect to the grant of rights provided for herein.

It is understood by both parties hereto that the surface rights are currently owned by two separate owners who are arms length to the Vendor and the Optionor must directly option or acquire the surface rights at the Optionor's own cost. During such time that this agreement is in good standing the Vendor will use its best efforts to assist the Optionor in acquiring the surface rights to the Property to the benefit of the Optionor.

6. Net Smelter Royalty and Bankable Feasibility

The transfer of the Property by the Vendor is subject to a 2% Net Smelter Royalty with respect to the production from the Property having the following attributes:

(a) the terms and conditions of the Net Smelter Royalty ("NSR") shall be as set forth in schedule B hereto;

(b) of this 2% NSR, 1% NSR (50% of 2% NSR) may be purchased at any time by the Optionor for Two hundred-fifty thousand dollars ($250,000).

(c) Upon the completion by the Optionor of a positive Bankable Feasibility Study and receipt by the Optionor of all pre-production and production funding detailed and relating thereto, the Optionor shall pay $250,000 in cash or, solely at the Option or's discretion, $125,000 in cash and $125,000 in common shares of the Optionor. If $125,000 is paid in common shares the closing price of the Optionor on the TSX, or other principal exchange in which the Optionor's shares are listed at the time, divided into $125,000 will determine the number of shares to be issued under this clause by the Optionor to the Vendor.

7. Transfer of Title

Upon execution of this Agreement, the Vendor will deliver or cause to be delivered to the law firm of Lang Michener, Vancouver, B.C., a duly executed transfer of Mineral Rights in favour of the Optionor (the "Optionor Transfer") to be held in trust by said solicitors subject to the terms and conditions of this Agreement. The Optionor shall be entitled to record the Optionor Transfer with the appropriate government offices to effect transfer of legal title of the Property into the Optionor's name at any time following the Exercise Date provided that in the event the Optionee Transfer is recorded the Vendor shall be entitled to record notice of its interest in the Net Smelter Royalty on title to the Property.

8. Assignment

During the Option Term, no party shall sell, transfer, assign, mortgage, pledge or otherwise encumber its interest in this Agreement or its right or interest in the Property without the consent of the other parties, such consent to be not unreasonably withheld, provided that any party shall be permitted to assign this Agreement to an "affiliate" or "associate" as those terms are defined in *The Business Corporations Act* (British Columbia). It will be a condition of any assignment under this Agreement that such assignee shall agree in writing to be bound by the terms of this Agreement applicable to the assignor.

9. Termination

This Agreement shall forthwith terminate in circumstances where:

(a) the Optionor fails to make the payments for or carry out the expenditures required in Section 4 of this Agreement on or before the dates set out herein provided that, in circumstances where the Optionor is prevented from carrying out any of the expenditures contemplated in Sections 4 prior to the dates set out therein due to Force Majeure, then the Optionor shall forthwith give the Vendor written notice of the commencement and termination of the said Force Majeure and thereafter such dates shall be deemed to have been extended by the period of time during which the Force Majeure remains in effect;

(b) the Optionor gives 3 months notice of termination to the Vendor which it shall be at liberty to do at any time after the execution of this Agreement and after the payment or expenditures in the amounts set forth in clause 4(a) above.;

(c) this Agreement is terminated in accordance with the provisions of section 14 herein; or

(d) the parties mutually agree in writing; and

in circumstances where this Agreement terminates prior to the Exercise Date the Optionor shall execute all such documents and do all such things as necessary to transfer legal title to the Property back to the Vendor.

10. Representations, Warranties and Covenants of the Vendor

The Vendor represents, warrants and covenants to and with the Optionor as follows:

(a) neither the execution and delivery of this Agreement, nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by, any agreement to which he is a party;

(b) the Property is accurately described in Schedule "A", is in good standing under the laws of the jurisdiction in which it is located and is free and clear of all liens, charges and encumbrances other than those of which the Optionor has been advised in writing by the Vendor;

(c) the Property has been operated substantially in accordance with all applicable and environmental laws and, to the knowledge of the Vendor there are no environmental conditions existing in or on the Property to which any material remedial action is required or any material liability has or may be imposed under applicable environmental law;

(d) the Vendor is the sole recorded and beneficial owner of the Property and has the exclusive right to enter into this Agreement and all necessary authority to transfer their interest in the Property in accordance with the terms of this Agreement;

(e) no person, firm or corporation has any proprietary or possessory interest in the Property other than the Vendor, and no person, firm or corporation is entitled to any royalty or other payment in the nature of rent or royalty on any minerals, ores, metals or concentrates or any other such products removed from the Property.

(f) upon request by the Optionor, and at the sole cost of the Optionor, the Vendor shall deliver or cause to be delivered to the Optionor copies of all available maps and other documents and data in its possession respecting the Property.

11. <u>Representations, Warranties and Covenants of the Optionor</u>

The Optionor represents, warrants and covenants to and with the Vendor that:

(a) the Optionor is a company duly organized validly existing and in good standing under the laws of the Province of Ontario and British Columbia as applicable;

(b) the Optionor has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement;

(c) neither the execution and delivery of this Agreement, nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by, any agreement to which it is a party;

(d) the execution and delivery of this Agreement and the agreements contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable or pertaining thereto or of its constating documents;

(e) this Agreement constitutes a legal, valid and binding obligation of the Optionor;

(f) the Optionor shall use its reasonable best efforts to limit the resale restrictions to which the common shares of the Optionor issuable to the Vendor pursuant to Section 4 hereof would be subject to the minimum restrictions provided for under applicable securities laws and under the policies of the TSX. The current minimum hold period for shares issued under this Agreement is four(4) months from the date of issue.

(g) during the Option Period, the Optionor will keep the Property in good standing, free and clear of all liens, charges and encumbrances, will carry out all Mining Operations on the Property in a miner-like fashion and will obtain all necessary licenses and permits as shall be necessary.

12. Indemnity and Survival of Representations

The representations and warranties hereinbefore set out are conditions on which the parties have relied in entering into this Agreement and shall survive the acquisition of any interest in the Property by the Optionor and each of the parties will indemnify and save the other harmless from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any representation, warranty, covenant, agreement or condition made by them and contained in this Agreement.

The Optionor agrees to indemnify and save harmless the Vendor from any liability to which it may be subject arising from any Mining Operations carried out by the Optionor or at its direction on the Property.

13. Confidentiality

The parties hereto agree to hold in confidence all information obtained in confidence in respect of the Property or otherwise in connection with this Agreement other than in circumstances where a party in its sole opinion has an obligation to disclose such information in accordance with applicable securities legislation.

14. Notice

All notices, consents, demands and requests (in this Section 14 called the "Communication") required or permitted to be given under this Agreement shall be in writing and may be delivered personally sent by telegram, by telex or telecopier or other electronic means or may be forwarded by first class prepaid registered mail to the parties at their addresses first above written. Any Communication delivered personally or sent by telegram, telex or telecopier or other electronic means shall be deemed to have been given and received on the second business day next following the date of sending. Any Communication mailed as aforesaid shall be deemed to have been given and received on the fifth business day following the date it is posted, addressed to the parties at their addresses first above written or to such other address or addresses as either party may from time to time specify by notice to the other; provided, however, that if there shall be a mail strike, slowdown or other labour dispute which might affect delivery of the Communication by mail, then the Communication shall be effective only if actually delivered.

15. Further Assurances

Each of the parties to this Agreement shall from time to time and at all times do all such further acts and execute and deliver all further deeds and documents as shall be reasonably required in order fully to perform and carry out the terms of this Agreement.

16. Regulatory Approval

The parties acknowledge that the Optionee is required to seek approval from the Toronto Stock Exchange ("TSX") and if as a condition of approval, the TSX requires amendments to this Agreement, the parties shall use their best efforts to negotiate an agreement satisfactory to the TSX. In the event such agreement or approval is not reached or granted within ninety (90) days of the TSX first communicating same to the Optionor, this Agreement shall be automatically terminated. Without limiting the generality of the foregoing it is acknowledged that it is a condition of TSX acceptance that neither the Vendor nor any of its associates, affiliates or insiders may become an insider of the Company (as that term is defined under the Securities Act (Ontario)) without the prior written consent of the TSX, which consent may be conditional upon receipt of and clearance by the TSX of a duly completed and executed Personal Information Form for each such individual as the TSX may request.

17. Entire Agreement

The parties hereto acknowledge that they have expressed herein the entire understanding and obligation of this Agreement and it is expressly understood and agreed that no implied covenant, condition, term or reservation, shall be read into this Agreement relating to or concerning any matter or operation provided for herein.

18. Proper Law and Arbitration

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereto hereby irrevocably attorn to the jurisdiction of the Courts of Ontario. All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, shall be referred to and finally resolved by a sole arbitrator by arbitration under the rules of *The Arbitration Act* of Ontario.

19. Enurement

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

20. After Acquired Properties

The parties covenant and agree, each with the other, that any and all After Acquired Properties which are contiguous to the Property defined in Schedule A hereto shall be subject to the terms and conditions of this Agreement and shall be added to and deemed, for the purposes hereof, to be included in the Property. Any costs incurred by the Optionor in staking, locating, recording or otherwise acquiring any "After Acquired Properties" will be deemed to be Mining Operations and form part of the Expenditures for the purposes of this Agreement.

21. Default

Notwithstanding anything in this Agreement to the contrary if any party (a "Defaulting Party") is in default of any requirement (other than as set forth in Section 4) herein set forth the party affected by such default shall give written notice to the Defaulting Party specifying the default and the Defaulting Party shall not lose any rights under this Agreement, unless thirty (30) days after the giving of notice of default by the affected party the Defaulting Party has failed to take reasonable steps to cure the default by the appropriate performance and if the Defaulting Party fails within such period to take reasonable steps to cure any such default, the affected party shall be entitled to seek any remedy it may have on account of such default including, without limiting, termination of this Agreement.

22. Technical Data

In circumstances where this Agreement is terminated prior to the Exercise Date, the Optionor shall deliver over to the Vendor all technical data and other documents and information then in its possession respecting the Property and the Mineral Rights.

23. Payment

All references to monies hereunder shall be in Canadian funds.

24. Option Only

This is an option only and except as herein specifically provided otherwise, nothing herein contained shall be construed as obligating the Optionor to do any acts or make any payments hereunder, and any act or acts or payment or payments as shall be made hereunder shall not be construed as obligating the Optionor to do any further act or make any further payment or payments.

25. Supersedes Previous Agreements

This Agreement supersedes and replaces all previous oral or written agreements, memoranda, correspondence or other communications between the parties hereto relating to the subject matter hereof.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement effective as of the day of , 2006. This agreement may be executed in fax counterpart.

(VENDOR):

Per: ______________________
Signature

Print Name: EDWARD NECZKAR, 64 FARNINGHAM CRES, ETOBICOKE, ON M9B 3B6

Per: ______________________
Signature

Print Name: DOUGLAS BAIRD

Address: 203-28 MAYNARD AVE. TORONTO M6K 2Z9

OPAWICA EXPLORATIONS INC

(~~OPTIONEE~~):
OPTIONOR

Per: ______________________
Authorized Signatory

SCHEDULE "A"

Description of the Property

FOR THE AGREEMENT BETWEEN OPAWICA EXPLORATIONS INC. AND VENDOR OF THE DINGMAN PROPERTY MINERAL RIGHTS, ONTARIO:

From West to East:

Located Marmora-Madoc Townships, Southern Ontario, 55km north of Belleville, Ontario, as more particularly defined as follows:

Claims:

No. 3014344 Marmora Twsp.; East half, Lot 19, Concession 10

No. 1192598 Marmora Twsp.; NW quarter, Lot 19, Concession 11

No. 1192600 Marmora Twsp.; SW quarter, Lot 19, Concession 11

No. 3014400 Marmora Twsp.; NE quarter, Lot 19, Concession 11

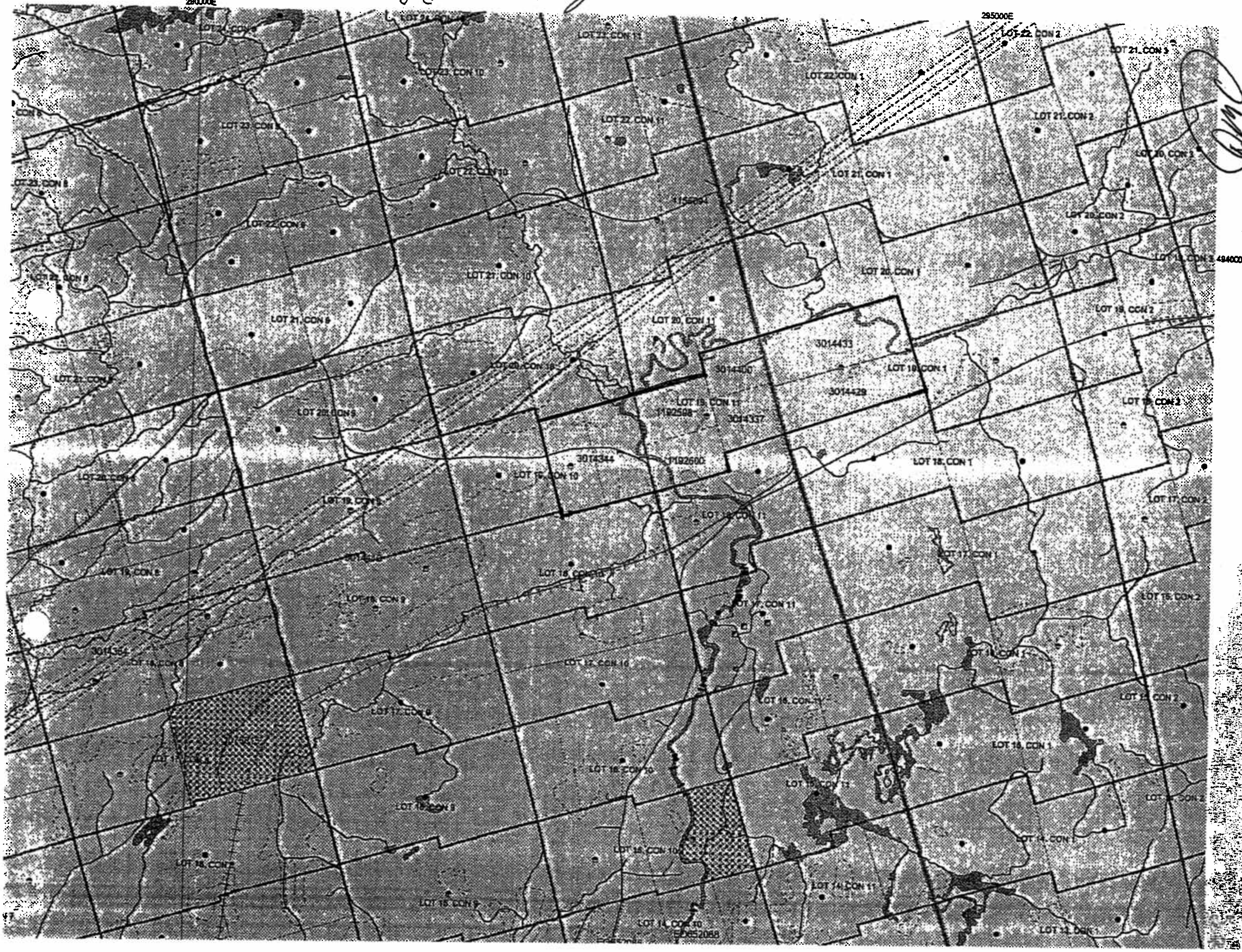
No. 3014337 Marmora Twsp.; SE quarter, Lot 19, Concession 11

No. 3014433 Madoc Twsp.; NW quarter, Lot 19, Concession 1

No. 3014429 Madoc Twsp.; SW quarter, Lot 19, Concession 1

(Formerly the above were represented as claims 950277, 950276, 950274, 950275 (Marmora Twsp.); 950290, 950293, 950291 and 950292 (Madoc Twsp.)

D.B.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SCHEDULE "B"

TO THE OPTION AGREEMENT – BETWEEN OPAWICA EXPLORATIONS INC AND DINGMAN PROPERTY, ONTARIO, VENDOR DATED September 1**, 2006 (the "OPTION AGREEMENT")**

[initials] . D.B

NET SMELTER ROYALTY TERMS AND CONDITIONS

1. The Net Smelter Royalty shall be equal to 2% Net Smelter Returns (as hereinafter defined) from any mine in production or put into production as a result of commencing commercial production on the Property. The Optionor may at any time purchase 1% NSR of the 2% NSR (50% of the 2% NSR) for $250,000 and in addition to this right any sale in furtherance to the 1% NSR by the Vendor shall be subject to the clause 8 below.

2. "Net Smelter Returns" means:

(a) the actual proceeds received by the Optionor from any mint, smelter, refinery or other purchaser from the sale of ores, minerals, mineral substances, metals (including bullion) or concentrates (collectively "Product") produced from the Property and sold or proceeds received from an insurer in respect of Product, after deducting from such proceeds the following charges to the extent that they were not deducted by the purchaser in computing payments:

(i) smelting and refining charges;

(ii) penalties, smelter assay costs and umpire assay costs;

(iii) cost of freight and handling of ores, metals or concentrates from the Property to any mint, smelter, refinery, or other purchaser;

(iv) marketing costs;

(v) costs of insurance in respect of Product;

(vi) customs duties, severance tax, royalties, ad valorem or mineral taxes or the like and export and import taxes or tariffs payable in respect of the Product; and

(b) if the Optionor is not the operator but holds a net smelter return royalty, the same as the net smelter return royalty held by the Optionor.

3. The Net Smelter Royalty will be:

(a) calculated and paid on a quarterly basis within 45 days after the end of each quarter of the fiscal year for the mine (an "Operating Year"), based on the Net Smelter Returns for such quarter;

(b) each payment of Net Smelter Royalty will be accompanied by an unaudited statement indicating the calculation of the Royalty hereunder in reasonable detail and the Holder will receive, within three months of the end of each Operating Year, an annual summary unaudited statement (an "Annual Statement") showing in reasonable detail the calculation of the Royalty for the last completed Operating Year and showing all credits and deductions added to or deducted from the amount due to the Holder;

(c) the holder (the "Holder") of the Net Smelter Royalty will have 45 days from the time of receipt of the Annual Statement to question the accuracy thereof in writing and, failing such objection, the Annual Statement will be deemed to be correct and unimpeachable thereafter;

(d) if the Annual Statement is questioned by the Holder, and if such questions cannot be resolved between the Optionor and the Holder, the Holder will have 12 months from the time of receipt of the Annual Statement to have such audited, which will initially be at the expense of the Holder;

(e) the audited Annual Statement will be final and determinative of the calculation of the Royalty for the audited period and will be binding on the parties and any overpayment of Royalty will be deducted by the Optionor from the next payment of Royalty and any underpayment of Royalty will be paid forthwith by the Optionor;

(f) the costs of the audit will be borne by the Holder if the Annual Statement was accurate within 1% or overstated the Royalty payable by greater than 1% and will be borne by the Optionor if such statement understated the Royalty payable by greater than 1%. If the Optionor is obligated to pay for the audit it will forthwith reimburse the Holder for any of the audit costs which it had paid;

(g) the Holder will be entitled to examine, on reasonable notice and during normal business hours, such books and records as are reasonably necessary to verify the payment of the Royalty to it from time to time, provided however that such examination shall not unreasonably interfere with or hinder the Optionor's operations or procedures; and

(h) if the Optionor's interest in the Property is a Net Smelter Return royalty, the Optionor's accounting and reporting obligations to the Holder under this paragraph 3 will be limited to the delivery of such documentation as the Optionor receives from the operator of the Property in respect of the payment by such operator of Net Smelter Returns to the Optionor.

4. The determination of the Royalty hereunder is based on the premise that production will be developed solely from the Property. If the Property and one or more other properties are incorporated in a single mining project and metals, ores or concentrates pertaining to each are not readily segregated on a practical or equitable basis, the allocation of actual proceeds received and deductions therefrom will be negotiated between the parties and, if the parties fail to agree on such allocation, such will be referred to arbitration pursuant to paragraph 5 of this Agreement. In such arbitration the arbitrator will make reference to this Agreement and to practices used in mining operations that are of a similar nature. The arbitrator will be entitled to retain such

independent mining consultants as he considers necessary. The decision of the arbitrator will be final and binding on the parties.

5. Any matters in this Agreement which are to be settled by arbitration will be subject to the following:

(a) any matter required or permitted to be referred to arbitration pursuant to this Agreement will be determined by a single arbitrator to be appointed by the parties hereto;

(b) any party may refer any such matter to arbitration by written notice to the other and, within 10 days after receipt of such notice, the parties will agree on the appointment of an arbitrator. No person will be appointed as an arbitrator hereunder unless such person agrees in writing to act;

(c) if the parties cannot agree on a single arbitrator as provided in subparagraph (b), either party may submit the matter to arbitration (before a single arbitrator) in accordance with the *Arbitration Act* of the Province of Ontario (the "Act"); and

(d) except as specifically provided in this paragraph, an arbitration hereunder will be conducted in accordance with the Act. The arbitrator will fix a time and place in Toronto, Ontario for the purpose of hearing the evidence and representations of the parties and he will preside over the arbitration and determine all questions of procedure not provided for under such Act or this paragraph. After hearing any evidence and representations that the parties may submit, the arbitrator will make an award and reduce the same to writing and deliver one copy thereof to each of the parties. The decision of the arbitrator will be made within 45 days after his appointment, subject to any reasonable delay due to unforeseen circumstances. The expense of the arbitration will be paid as specified in the award. The parties agree that the award of the single arbitrator will be final and binding upon each of them and will not be subject to appeal.

6. The holding of the Royalty will not confer upon the holder thereof any legal or beneficial interest in the Property. The right to receive a percentage of Net Smelter Returns as and when due is and will be deemed to be a contractual right only. The right to receive a percentage of Net Smelter Returns as and when due will not be deemed to constitute the Holder the partner, agent or legal representative of the Optionor.

7. The Optionor may, if it is the operator of the Property, but will not be under any duty to, engage in price protection (hedging) or speculative transactions such as futures contracts and commodity options in its sole discretion covering all or part of production from the Property and, except in the case where Products are actually delivered and a sale is actually consumed under such price protection or speculative transactions, none of the revenues, costs, profits or losses from such transaction will be taken into account in calculating Net Smelter Returns or any interest therein; provided however, that if the Optionor delivers Product under a price protection or speculative program where the proceeds derived therefrom are less than those that would have been received had the Product been sold at the spot price in effect at the time of sale, the Royalty payable to the Holder will be based on such spot price.

8. The Optionor shall have a Right of First Refusal on the proposed sale by the Holder of all or part of the Royalty as follows:

(a) if the Holder (in this paragraph called the "Offeror") intends to sell all or part of the Royalty (in this paragraph the "Interest") it will first give notice in writing to the Optionor (in this paragraph called the "Offeree") of such intention together with the terms and conditions on which the Offeror intends to sell the Interest;

(b) any communication of an intention to sell pursuant to this paragraph will be in writing delivered in accordance with paragraph 13 hereof and will set out fully and clearly all of the terms and conditions of any intended sale and such communication will be deemed to constitute an offer (the "Offer") by the Offeror to the Offeree to sell the Interest to the Offeree on the terms and conditions set out in such Offer;

(c) any Offer made as contemplated in this paragraph will be open for acceptance by the Offeree for a period of 60 days from the date of receipt of the Offer by the Offeree;

(d) if the Offeree accepts the Offer within the time provided in subparagraph (c), such acceptance will constitute a binding agreement of purchase and sale between the Offeror and the Offeree for the Interest on the terms and conditions set out in the Offer; and

(e) if the Offeree does not accept the Offer within the time prescribed, the Offeror may complete the sale of the Interest on the terms and conditions set out in the Offer or on terms and conditions substantially similar to, but no more favourable than, the terms and conditions set out in the Offer, within 90 days from the expiration of the right of the Offeree to accept such Offer or the Offeror must again comply with the provisions of this paragraph.

10. The operator of the Property, whether or not it is the Optionor, will be entitled to:

(a) make all operational decisions with respect to the methods and extent of mining and processing of ore, concentrate, doré, metal and products produced from the Property;

(b) make all decisions relating to sales of such concentrate, doré, metal and products produced; and

(c) make all decisions concerning temporary or long-term cessation of operations.

11. All capitalized terms not otherwise defined herein shall have the meaning given to them in the Option Agreement to which these Terms and Conditions form Schedule "B".

APPENDIX 3
ROBINSON AGREEMENT

PROPERTY OPTION AGREEMENT

THIS AGREEMENT made and entered into as of the 5th day of September, 2006.

BETWEEN:

GEORGE ROBINSON, of ~~RR Marmora~~, 2034 Deloro Rd., RR 2, Marmoro, Ontario, KOK 2MO ;Tel 613-473-5300.

(Hereinafter the "Vendor")

OF THE FIRST PART

AND:

OPAWICA EXPLORATIONS INC., a company having an office at Suite 515-701 West Georgia Street, Vancouver, British Columbia, V7Y 1C6;

(Hereinafter "Optionee")

OF THE SECOND PART

WHEREAS the Vendor has represented that it is the sole recorded and beneficial owner in and to the surface rights covering a portion of the Dingman gold property (the "Property"), Ontario, and as such surface rights owned by the Vendor are described in Schedule "A" attached hereto;

AND WHEREAS the Vendor, in consideration of ongoing option payments made by the Vendor hereby grants to the Optionee the exclusive right and option to acquire an undivided 100% right, title and interest in and to the Property, as detailed in Schedule A, on the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises, the mutual covenants herein set forth and the sum of One Dollar ($1.00) of lawful money of Canada now paid by the Optionee to the Vendor (the receipt whereof is hereby acknowledged), the Parties hereto do hereby mutually covenant and agree as follows:

1. Definitions

The following words, phrases and expressions shall have the following meanings:

(a) "Force Majeure" means an event beyond the reasonable control of the Optionee that prevents or delays it from conducting the activities contemplated by this

Agreement. Such events shall include but not be limited to acts of God, war, insurrection, action or inaction of governmental agencies, inability to obtain any environmental, operating or other permits or approvals, authorizations or consents from the Vendor and inclement weather conditions;

(b) "Exploration" includes:

(i) every kind of work done on or with respect to the Property, conducted in an environmentally conscious manner, related to exploring for mineral or quarry products under the direction of the Optionee and in accordance with seven days notice provided by the Optionee, or onsite representative, to the Vendor and thereafter seven day approval of the Vendor of all Exploration programs proposed by the Optionee. Such approval by the Vendor not to be unreasonably withheld; and

(ii) without limiting the generality of the foregoing, includes the work of geologists, field crews assessment, geophysical, geochemical and geological surveys, studies, mapping, investigating, drill rig mobilization and demobilization and rig containment by electric fence, drilling, designing, surveying, trenching, vehicle access and egress, grab or up to 10 tonnes bulk sampling, use of local river water and implementation of temporary surface water lines from same and in doing all other work connected with the above and considered to be prospecting and exploring;

(iii) Except for general wear and tear for access and egress for vehicles, drill rigs or field crews operating in the fields, all reasonable reclamation and removal of any refuse from exploration or the fixing or replacement of any part or animal considered as part of the Property, as a farm, which is proven to have been materially and adversely affected as a result of the Exploration activities conducted on the Property.

(c) "Option" means the option granted by the Vendor to the Optionee to access, conduct Exploration and acquire an undivided 100% right, title and interest in and to the Property as more particularly set forth in Section 4 and as the Property is described in Schedule A.

(c) "Option Period" means the period from the date first written above on this Agreement to the date at which the Optionor has performed its obligations to acquire its 100% interest in the Property as set out in Section 4 hereof, but in any event the Option shall terminate on September 5, 2011;

(d) "Property" means the Vendors current 100% ownership and title of all surface rights and to all surface structures and buildings including roadways, accesses, right of ways and any timber, farming rights or water rights connected to the Property and as the Property is more particularly described in Schedule A attached hereto.

2. Headings

Any heading, caption or index hereto shall not be used in any way in construing or interpreting any provision hereof.

3. Singular, Plural

Whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning plural or feminine or body politic or corporate or vice versa, as the context so requires.

4. Option to Access, Explore and Purchase the Property

The Vendor hereby grants to the Optionee the sole exclusive right and option (the "Option") to have access for Exploration, to conduct ongoing Exploration and to earn a 100% interest in the Property exercisable as follows:

(i) Access:

Upon the signing of this agreement, the Optionee shall pay Two thousand dollars ($2,000) to the Vendor and the Optionee will then have the exclusive right to access the Property for the sole purpose of Exploration for a period of at least one year from the date of the signing of this agreement.

The Optionee may maintain this right of surface access and right to carry out Exploration on the Property, for a period of five (5) years from the date of signing this agreement, by the Optionee paying the Vendor Four thousand dollars ($4,000) on the first anniversary date of this Agreement, Eight thousand dollars ($8,000) on the second anniversary date of this Agreement, Sixteen thousand dollars ($16,000) on the third anniversary date of this Agreement, Thirty two thousand dollars ($32,000) on the fourth anniversary date of this Agreement which will provide the Optionee with the right to access and explore the Property to September 5, 2011.

All of the above payments, except for the first $ 2,000 payment for Access and Exploration, are optional payments to be made at the sole discretion and option of the Optionee. Failure by the Optionee to make such option payments in the provided time periods shall result in the Optionee forfeiting its rights to access and explore the Property.

In the event that the Optionee should at any time exercise its rights to purchase the Property, as provided for hereinafter, then the above Access payments shall no longer be due or paid by the Optionee to the Vendor.

(ii) Explore (Drill Hole Cost):

The Optionee hereby agrees to pay the Vendor $500 per drill hole completed by the Optionee on the Vendors Property during the five year Option Period detailed above under "(i) Access". Such payments shall be made within 12 months of the signing of this agreement and within each 12 month period thereafter that the Optionee has completed drill holes, up to and including September 5, 2011.

In the event that the Optionee shall at any time exercise its rights to purchase the Property, as provided for hereinafter, then the above per drill hole payments to the Vendor shall no longer be due or paid by the Optionee to the Vendor.

(iii) Purchase of the Property:

At any time following the date first written above on this agreement and for such time that this agreement and the Option or drill hole payments defined in (i) and (ii) above are in good standing, the Optionee may at any time during the Option Period, up to September 5, 2011, purchase the Property from the Vendor by paying the Vendor the following consideration:

The amount of money that is equal to the appraised land value for the Property as a farm under its current designation, as so determined by the Average Price estimated by three separate arms length, and in good standing, Registered Ontario Real Estate Board realtors or real estate agents or brokers, times (x) three (3). The Average Price shall be determined by adding the three estimates and then by dividing that sum by three to determine the Final Purchase Price of the Property. In any event the Final Purchase price shall not exceed One Million Five Hundred Thousand Dollars ($1,500,000).

Each party to this agreement will select one agent and those two agents will select a third arms length agent for the purposes of the appraisal. If the two selected appraisers cannot agree on the third appraiser then the matter will be submitted for Arbitration (Ontario) as detailed below.

Upon the Optionee providing notice to the Vendor to purchase the Property the parties hereby agree to select their respective appraisers, cause such appraisers to secure the third appraiser and render their three separate appraisals of the Property value all within 30 days of the notice provided by the Optionee to the Vendor.

Within 45 days of the Optionee providing notice to the Vendor to purchase the Property the parties shall designate a closing date for the conveyance of the Property from the Vendor to the Optionee along with the simultaneous payment by the Optionee to the Vendor of the Final Purchase Price as determined from the above noted process and method. The closing date shall be a mutually acceptable date that is within 60 days of the date that the Optionee has provided notice to the Vendor.

Upon the Optionee having satisfied the payment obligations set forth above the Optionee shall have acquired an undivided 100% right, title and interest in and to the Property.

In the event that the Optionee fails to make any of the above payments in (i), (ii) and (iii) and the process of Default has been carried out as described hereinafter, and such Default has not been remedied, then in such instance the Property shall revert 100% to the Vendor.

5. <u>Surface Rights</u>

The Vendor only owns the surface rights and therefore this agreement includes the surface rights only and the Vendor hereby agrees to allow the Optionee to properly carry out the proposed Exploration on the Property and in this regard the Vendor agrees to execute such further documents and do such further things as the Optionee shall reasonably request to give full effect to the grant of rights provided for herein by the Vendor.

6. Transfer of Title

Transfer of title shall occur in accordance with clause 4(iii) above and the parties hereto agree to do such other things and execute such other documents or instruments, or have their respective counsel, agents, spouses or executors as are necessary to transfer title to the Property in accordance with this agreement.

7. Assignment

During this agreement, either party may sell, transfer, assign, mortgage, or pledge its interest in this Agreement or its right or interest in the Property without the consent of the other parties. It will be a condition of any assignment or other act as noted above under this Agreement that such assignee, purchaser, transferee or mortgagee shall agree in writing to be bound by the terms of this Agreement.

8. Termination

This Agreement shall forthwith terminate in circumstances where:

(a) the Optionor fails to make the payments required in Section 4 of this Agreement on or before the dates set out herein provided that, in circumstances where the Optionor is prevented from carrying out any of the payments or expenditures contemplated in Sections 4 prior to the dates set out therein due to Force Majeure, then the Optionor shall forthwith give the Vendor written notice of the commencement and termination of the said Force Majeure and thereafter such dates shall be deemed to have been extended by the period of time during which the Force Majeure remains in effect;

(b) the Optionor gives 3 months notice of termination to the Vendor which it shall be at liberty to do at any time after the execution of this Agreement and after the payment or expenditures in the amounts set forth in Section 4(i), first paragraph, of $2,000 above.;

(c) this Agreement is terminated in accordance with the provisions of section 15 herein; or

(d) the parties mutually agree in writing; and

in circumstances where this Agreement terminates prior to the end of the Option Period of September 5, 2011, the Optionee shall execute all such documents and do all such things as necessary to establish the termination of the agreement and abandonment of any rights to the title of the Property to the benefit of the Vendor.

9. Representations, Warranties and Covenants of the Vendor

The Vendor represents, warrants and covenants to and with the Optionee as follows:

(a) neither the execution and delivery of this Agreement, nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by, any agreement to which he is a party;

(b) the Property is accurately described in Schedule "A", is in good standing under the laws of the jurisdiction in which it is located and is free and clear of all liens, charges and encumbrances other than those of which the Optionee has been advised in writing by the Vendor;

(c) the Property has been operated substantially in accordance with all applicable and environmental laws and, to the knowledge of the Vendor there are no environmental conditions existing in or on the Property to which any material remedial action is required or any material liability has or may be imposed under applicable environmental law;

(d) the Vendor is the sole recorded and beneficial owner of the Property and has the exclusive right to enter into this Agreement and all necessary authority to transfer their interest in the Property in accordance with the terms of this Agreement;

(e) no person, firm or corporation has any proprietary or possessory interest in the Property other than the Vendor, and no person, firm or corporation is entitled to any royalty or other payment in the nature of rent or royalty on any surface rights minerals, ores, metals or concentrates or any other such products on or to be removed from the Property.

(f) upon request by the Optionee, and at the sole cost of the Optionee, the Vendor shall deliver or cause to be delivered to the Optionee copies of all available maps, surveys and other documents regarding title in its possession respecting the Property.

10. Representations, Warranties and Covenants of the Optionee

The Optionee represents, warrants and covenants to and with the Vendor that:

(a) the Optionee is a company duly organized validly existing and in good standing under the laws of the Province of Ontario and British Columbia as applicable;

(b) the Optionee has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement;

(c) neither the execution and delivery of this Agreement, nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by, any agreement to which it is a party;

(d) the execution and delivery of this Agreement and the agreements contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable or pertaining thereto or of its constating documents;

(e) this Agreement constitutes a legal, valid and binding obligation of the Optionee;

(f) during the Option Period, the Optionee as a result of its activities will keep the Property in good standing, free and clear of all liens, charges and encumbrances, will carry out all Exploration on the Property in an environmentally conscious fashion and will obtain all necessary licenses and permits as shall be necessary to carry out Exploration on the property including providing to the Vendor seven day notice and a seven day consultation and approval period with and from the Vendor. Such consultation shall be as to the location and nature of each exploration program on the Property as such program moves from one area of the Property to the another area.

11. Indemnity and Survival of Representations

The representations and warranties hereinbefore set out are conditions on which the parties have relied in entering into this Agreement and shall survive the acquisition of any interest in the Property by the Optionee and each of the parties will indemnify and save the other harmless from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any representation, warranty, covenant, agreement or condition made by them and contained in this Agreement.

The Optionee agrees to indemnify and save harmless the Vendor from any liability to which it may be subject arising from any Exploration carried out by the Optionee or at its direction on the Property.

12. Confidentiality

The parties hereto agree to hold in confidence all information obtained in confidence in respect of the Property or otherwise in connection with this Agreement other than in circumstances where a party in its sole opinion has an obligation to disclose such information in accordance with applicable securities legislation.

13. Notice

All notices, consents, demands and requests (in this Section 13 called the "Communication") required or permitted to be given under this Agreement shall be in writing and may be delivered personally sent by telegram, by telex or telecopier or other electronic means or may be forwarded by first class prepaid registered mail, or courier, to the parties at their addresses first above written. Any Communication delivered personally or sent by telegram, telex or telecopier or other electronic means shall be deemed to have been given and received on the second business day next following the date of sending. Any Communication mailed as aforesaid shall be deemed to have been given and received on the fifth business day following the date it is posted, addressed to the parties at their addresses first above written or to such other address or addresses as either party may from time to time specify by notice to the other; provided, however, that if there shall be a mail strike, slowdown or other labour dispute which might affect delivery of the Communication by mail, then the Communication shall be effective only if actually delivered.

14. Further Assurances

Each of the parties to this Agreement shall from time to time and at all times do all such further acts and execute and deliver all further deeds and documents as shall be reasonably required in order fully to perform and carry out the terms and spirit of this Agreement.

15. Regulatory Approval

The parties acknowledge that the Optionee is required to seek approval from the Toronto Stock Exchange ("TSX") and if as a condition of approval, the TSX requires amendments to this Agreement, the parties shall use their best efforts to negotiate an agreement satisfactory to the TSX. In the event such agreement or approval is not reached or granted within ninety (90) days of the TSX first communicating same to the Optionee, this Agreement shall be automatically terminated.

16. Entire Agreement

The parties hereto acknowledge that they have expressed herein the entire understanding and obligation of this Agreement and it is expressly understood and agreed that no implied covenant, condition, term or reservation, shall be read into this Agreement relating to or concerning any matter or operation provided for herein.

17. Proper Law and Arbitration

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereto hereby irrevocably attorn to the jurisdiction of the Courts of Ontario. All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, shall be referred to and finally resolved by a sole arbitrator by arbitration under the rules of *The Arbitration Act* of Ontario.

18. Enurement

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective spouses, successors and permitted assigns.

19. Default

Notwithstanding anything in this Agreement to the contrary if any party (a "Defaulting Party") is in default of any requirement herein set forth the party affected by such default shall give written notice to the Defaulting Party specifying the default and the Defaulting Party shall not lose any rights under this Agreement, unless thirty (30) days after the giving of notice of default by the affected party the Defaulting Party has failed to take reasonable steps to cure the default by the appropriate performance and if the Defaulting Party fails within such period to take reasonable steps to cure any such default, the affected party shall be entitled to seek any remedy it may have on account of such default including, without limiting, termination of this Agreement.

20. Payment

All references to monies hereunder shall be in Canadian funds.

21. Option Only

This is an option only and except as herein specifically provided otherwise, nothing herein contained shall be construed as obligating the Optionee to do any acts or make any payments hereunder, and any act or acts or payment or payments as shall be made hereunder shall not be construed as obligating the Optionee to do any further act or make any further payment or payments.

22. Supersedes Previous Agreements

This Agreement supersedes and replaces all previous oral or written agreements, memoranda, correspondence or other communications between the parties hereto relating to the subject matter hereof.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement effective as of the day of , 2006. This agreement may be executed in fax counterpart.

(VENDOR):

Print Name: GEORGE I. ROBINSON

Per: George I Robinson
Signature

(SPOUSE OF VENDOR)

Per: Gladys J. Robinson
Signature

Print Name: GLADYS J. ROBINSON

Address: 2034 DELORO RD.
RR2 MARMORA, ONTARIO.
K0K 2M0

OPAWICA EXPLORATIONS INC

(OPTIONEE):

Per:
Authorized Signatory

SCHEDULE "A"

Description of the Property

FOR THE AGREEMENT BETWEEN OPAWICA EXPLORATIONS INC. AND GEORGE ROBINSON, PORTION OF DINGMAN GOLD PROPERTY, SURFACE RIGHTS, ONTARIO:

Located Marmora-Madoc Townships, Southern Ontario, 55km north of Belleville, Ontario, near the town of Deloro and as more particularly defined as follows:

INSERT LEGAL DESCRIPTION OF THE ROBINSON FARM:

MADOC TOWNSHIP HASTINGS COUNTY

CON 1 West PT. LOT 18

CON 1 West PT. LOT 19

169 ac.

APPENDIX 4
KELLY AGREEMENT

PROPERTY EXPLORATION AND ACCESS AGREEMENT

THIS AGREEMENT made and entered into as of the 20th day of September, 2007.

BETWEEN:

GARRY AND MARJORIE KELLY; of RR #2, Marmora, Ontario, KOK 2MO

(Hereinafter the : "Surface Rights Owner" / the "SRO")

OF THE FIRST PART

AND:

OPAWICA EXPLORATIONS INC., a company having an office at Suite 515-701 West Georgia Street, Vancouver, British Columbia, V7Y 1C6;

(Hereinafter "Mineral Rights Owner"/ the "MRO")

OF THE SECOND PART

WHEREAS the SRO has represented that it is the sole recorded and beneficial owner in and to the surface rights covering a portion of the Dingman gold property (the "Property"), Ontario, and such surface rights owned by the SRO are described in Schedule "A" attached hereto;

AND WHEREAS the SRO, in consideration of ongoing payments made by the MRO, hereby grants to the MRO the right to conduct exploratory drilling from surface on the Property, as that Property is detailed in Schedule A, on the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises, the mutual covenants herein set forth and the sum of One Dollar ($1.00) of lawful money of Canada now paid by the MRO to the SRO (the receipt whereof is hereby acknowledged), the Parties hereto do hereby mutually covenant and agree as follows:

1. Definitions

The following words, phrases and expressions shall have the following meanings:

(a) "Force Majeure" means an event beyond the reasonable control of the MRO that prevents or delays it from conducting the activities contemplated by this Agreement. Such events shall include but not be limited to acts of God, war, insurrection, action or inaction of governmental agencies, inability to obtain any environmental, operating or other permits or approvals, required authorizations or consents from the Vendor or government regulatory authority having jurisdiction and inclement weather conditions;

(b) "Exploration" shall mean and include:

(i) every kind of exploratory work done on or with respect to the Property, conducted in an environmentally conscious manner to limit disruption of the surface area and any livestock in the area. All such exploratory work shall exclude any mining and be strictly related to exploring for mineral or quarry products under the direction of the MRO. Furthermore, all such exploratory work shall commence forthwith following the signing of this Agreement.

(ii) without limiting the generality of the foregoing, includes the work of geologists, field crews assessment, geophysical, geochemical and geological surveys, studies, mapping, investigating, drill rig mobilization and demobilization and rig containment, drilling, designing, surveying, trenching, vehicle access and egress, grab or up to 10 tonnes bulk sampling, implementation of temporary surface water lines from local surface rivers or ponds, and in doing all other work connected with the above and considered to be strictly prospecting and exploring;

(iii) except for general wear and tear for access and egress for vehicles, drill rigs or field crews operating in the fields, the MRO will carry out all reasonable reclamation and removal of any refuse from exploration or the fixing or replacement of any part or animal considered as part of the Property which is proven to have been materially and adversely affected as a result of the Exploration activities conducted on the Property by the MRO.

(c) "Exploration Right" means the right granted by the SRO to the MRO to access, and conduct Exploration on the Property as more particularly set forth in Section 4 and as the Property is described in Schedule A.

(c) "Exploration Period" means the period from the date first written above on this Agreement to the date at which the MRO has performed its obligations to the SRO as set out in Section 4 hereof, but in any event the Exploration Period shall terminate on September 20, 2008;

(d) "Property" means the SRO's current 100% ownership and title of all surface rights and to all surface structures and buildings including roadways, accesses, right of ways and any timber, farming rights, quarry rights or water rights connected to the Property and as the Property is more particularly described in Schedule A attached hereto.

2. Headings

Any heading, caption or index hereto shall not be used in any way in construing or interpreting any provision hereof.

3. Singular, Plural

Whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning plural or feminine or body politic or corporate or vice versa, as the context so requires.

4. Right to Access and Explore from Surface on the Property

The Vendor hereby grants to the MRO the right to have access for Exploration, to conduct ongoing Exploration on the Property as follows:

(i) Access:

Upon the signing of this agreement, the MRO shall pay Ten Thousand Dollars ($10,000) to the SRO and the MRO will then have the right to access the Property for the sole purpose of Exploration for a period of at least one year from the date of the signing of this agreement.

(ii) Explore (Drill Hole Cost):

The MRO hereby agrees to pay to the SRO One Thousand Dollars ($1,000) per drill hole completed by the MRO on the SRO's Property during the term of this agreement.

(iii) Approved Program, Payment and Amendment:

The MRO will in addition to the initial $10,000 payment noted above pay a further $5,000 on signing this Agreement, to the SRO, for the first five proposed holes on the Property. In this regard, the MRO may drill up to 15 holes under the current program and for all holes drilled in excess of the first five proposed holes the MRO will pay the SRO $1,000 per each hole within 30 days of drilling such hole or holes.

The MRO may amend or expand the Approved Program to conduct further Exploration on the Property on or before September 20, 2008 by submitting any such expanded or amended Exploration program to the SRO at least 14 days prior to mobilization of such expanded or amended program. Such program shall be subject to the consent of the SRO and shall be carried out by the MRO in accordance with this Agreement. Such SRO consent not to be unreasonably withheld.

Any holes drilled under an expanded or amended exploration program shall be at a cost to the MRO to the SRO of $1,000 per drill hole and paid in accordance with this agreement.

5. Surface Rights

The SRO only owns the surface rights and therefore this agreement includes the surface rights only and the SRO hereby agrees to allow the MRO to properly carry out the proposed Exploration on the Property and in this regard the SRO agrees to execute such further documents and do such further things as the MRO shall reasonably request to give full effect to the grant of rights provided for herein by the SRO.

7. Assignment

During this agreement, either party may not sell, transfer, assign, mortgage, or pledge its interest in this Agreement or its right or interest in the Property without the consent of the other party. Such consent not to be unreasonably withheld. It will be a condition of any assignment or other act as noted above under this section that such assignee, purchaser, transferee or mortgagee shall agree in writing to be bound by the terms of this Agreement.

8. Termination

This Agreement shall forthwith terminate in circumstances where:

(a) the MRO fails to make the payments required in Section 4 of this Agreement on or before the dates set out herein, provided that, in circumstances where the MRO is prevented from carrying out any of the payments or expenditures contemplated in Section 4 prior to the dates set out therein due to Force Majeure, then the MRO shall forthwith give the SRO written notice of the commencement and termination of the said Force Majeure and thereafter such dates shall be deemed to have been extended by the period of time during which the Force Majeure remains in effect;

(b) the MRO gives 3 months notice of termination to the SRO which it shall be at liberty to do at any time after the execution of this Agreement and after the payments due to the SRO in the amounts set forth in Section 4 above;

(c) this Agreement is terminated in accordance with the provisions of section 15 herein; or

(d) the parties mutually agree in writing; and

in circumstances where this Agreement terminates prior to the end of September 20, 2007, the MRO shall execute all such documents and do all such things as necessary to establish the termination of the agreement and abandonment of any rights to the benefit of the SRO.

9. Representations, Warranties and Covenants of the SRO

The SRO represents, warrants and covenants to and with the MRO as follows:

(a) the Property is accurately described in Schedule "A";

(b) the SRO is the sole recorded and beneficial owner of the Property and has the exclusive right to enter into this Agreement;

10. Representations, Warranties and Covenants of the MRO

The MRO represents, warrants and covenants to and with the SRO that:

(a) the MRO is a company duly organized validly existing and in good standing under the laws of the Province of Ontario and British Columbia as applicable;

(b) the MRO has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement;

(c) the execution and delivery of this Agreement and the agreements contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable or pertaining thereto or of its constating documents;

(d) this Agreement constitutes a legal, valid and binding obligation of the MRO;

(e) during the Agreement, the MRO will carry out all Exploration on the Property in an environmentally conscious fashion and agrees not to materially interfere with the activities conducted by the SRO on the Property. In addition, the MRO will obtain all necessary licenses and permits as shall be necessary to carry out Exploration on the property.

11. Indemnity and Survival of Representations

Each of the parties will indemnify and save the other harmless from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any representation, warranty, covenant, agreement or condition made by them and contained in this Agreement.

The MRO agrees to indemnify and save harmless the SRO from any liability to which it may be subject arising from any Exploration carried out by the MRO or at its direction on the Property. In addition the Optionee will ensure that the drill contractor will carry at least Two Million Dollars ($2,000,000) in third party liability insurance.

12. Confidentiality

The parties hereto agree to hold in confidence all information obtained in confidence in respect of the Property or otherwise in connection with this Agreement other than in circumstances where a party in its sole opinion has an obligation to disclose such information in accordance with applicable securities legislation.

13. Notice

All notices, consents, demands and requests (in this Section 13 called the "Communication") required or permitted to be given under this Agreement shall be in writing and may be delivered personally, sent by telegram, by telex or telecopier or other electronic means or may be forwarded by first class prepaid registered mail, or courier, to the parties at their addresses first above written. Any Communication delivered personally or sent by telegram, telex or telecopier or other electronic means shall be deemed to have been given and received on the second business day next following the date of sending. Any Communication mailed as aforesaid shall be deemed to have been given and received on the fifth business day following the date it is posted, addressed to the parties at their addresses first above written or to such other address or addresses as either party may from time to time specify by notice to the other; provided, however, that if there shall be a mail strike, slowdown or other labour dispute which might affect delivery of the Communication by mail, then the Communication shall be effective only if actually delivered.

14. Further Assurances

Each of the parties to this Agreement shall from time to time and at all times do all such further acts and execute and deliver all further deeds and documents as shall be reasonably required in order fully to perform and carry out the terms and spirit of this Agreement.

16. Entire Agreement

The parties hereto acknowledge that they have expressed herein the entire understanding and obligation of this Agreement and it is expressly understood and agreed that no implied covenant, condition, term or reservation, shall be read into this Agreement relating to or concerning any matter or operation provided for herein.

17. Proper Law and Arbitration

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereto hereby irrevocably attorn to the jurisdiction of the Courts of Ontario. All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, shall be referred to a sole arbitrator for arbitration under the rules of *The Arbitration Act* of Ontario or if an arbitrator is not available in a timely manner, or at the direction of the sole arbitrator, then any dispute shall be referred to, and settled at the direction of, the Mining Commissioner (Ontario) in compliance with the Mining Act of Ontario.

18. Enurement

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective spouses, successors and permitted assigns.

19. **Default**

Notwithstanding anything in this Agreement to the contrary if any party (a "Defaulting Party") is in default of any requirement herein set forth the party affected by such default shall give written notice to the Defaulting Party specifying the default and the Defaulting Party shall not lose any rights under this Agreement, unless thirty (30) days after the giving of notice of default by the affected party the Defaulting Party has failed to take reasonable steps to cure the default by the appropriate performance and if the Defaulting Party fails within such period to take reasonable steps to cure any such default, the affected party shall be entitled to seek any remedy it may have on account of such default including, without limiting, termination of this Agreement.

20. **Payment**

All references to monies hereunder shall be in Canadian funds.

21. **Supersedes Previous Agreements**

This Agreement supersedes and replaces all previous oral or written agreements, memoranda, correspondence or other communications between the parties hereto relating to the subject matter hereof.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement effective as of the 20th day of September, 2007. This agreement may be executed in fax counterpart.

(SRO):

Print Name: GARRY W. KELLY

Per: Garry W. Kelly
Signature

(SPOUSE OF SRO)

Per:
Marjorie Kelly

Signature

Print Name: MARJORIE KELLY

Address: R.R.#2
MARMORA, ONTARIO

J0400913

OPAWICA EXPLORATIONS INC

(MIRO):

Per: ____________________

Authorized Signatory

Paul ANTONIAZZI

SCHEDULE "A"

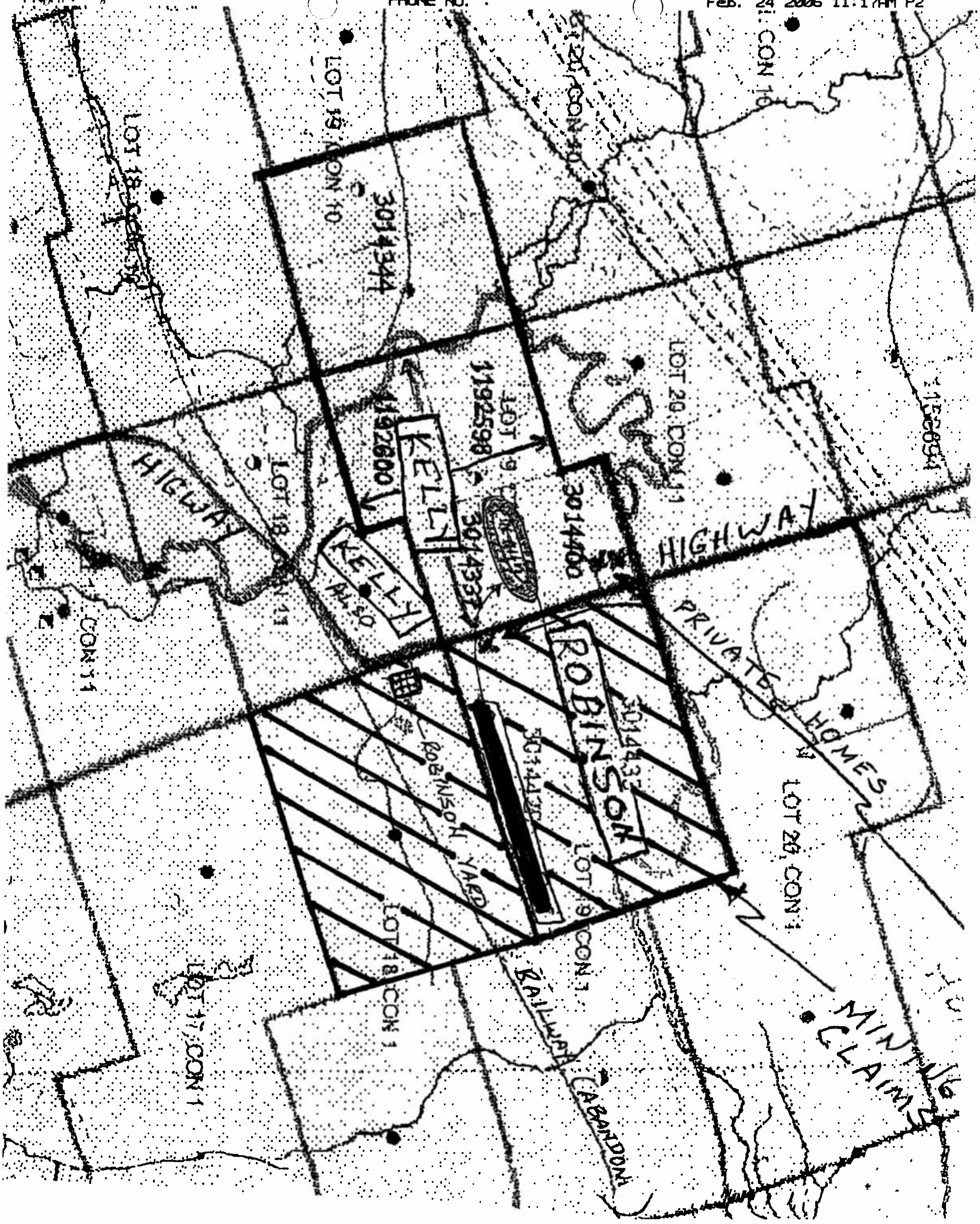
Description of the Property

FOR THE AGREEMENT BETWEEN OPAWICA EXPLORATIONS INC. AND GARRY AND MARJORIE KELLY, PORTION OF DINGMAN GOLD PROPERTY, SURFACE RIGHTS, ONTARIO:

Located Marmora Townships, Southern Ontario, 55km north of Belleville, Ontario, near the town of Deloro and as more particularly defined as follows:

Lot 19 Concession 11 as surface rights covering claim or plot numbers: 3014344, 1192600, 1192598, 3014400, 3014337

And as set out on the map attached hereto as page two to this Schedule A.


LOT 19 CON 10
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ALSO
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CON 11
LOT 20 CON 11
ROBINSON
ROBINSON
YARD
PRIVATE HOMES
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LOT 19
CON 1
LOT 18
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LOT 17 CON 1
RAILWAY
ABANDON
MINING CLAIMS

FEB - 2009

AMENDMENT TO PROPERTY EXPLORATION AND ACCESS AGREEMENT

THE AGREEMENT made and entered into on the 20th day of September, 2007 BETWEEN GARRY AND MARJORIE KELLY, PARTIES OF THE FIRST PART AND OPAWICA EXPLORATIONS INC., PARTY OF THE SECOND PART, as amended on the 8th of November 2007, is further amended by inserting a new Paragraph 4 to read as follows:

4. **Right to Access and Explore from Surface on the Property**

The Parties of the First Part (SRO) grant to the Party of the Second Part (MRO) the right to have access for Exploration and to conduct ongoing exploration on the property as follows:

(i) Access

Upon signing of this Amendment, the MRO shall pay Ten Thousand Dollars ($10,000) to the SRO and in addition, issue 250,000 shares of Opawica Explorations, Inc. Common Stock to the SRO, with the MRO then having the right to access the Property for the sole purpose of Exploration from the date of signing this Amendment through December 31, 2009. (The MRO, its agents and assigns are also granted the right to enter the property for purposes of baseline/environmental studies for a period of eighteen (18) months from the date of this Amendment.)

(ii) Explore (Drill Hole Cost)

The MRO agrees to pay to the SRO One Thousand Five Hundred Dollars ($1,500) per drill hole for each of up to ten (10) drill holes authorized under the terms of this amended Agreement..

(iii) Approved Program and Payment

The MRO will in addition to the $10,000.00 payment and issuance of 250,000 shares of Opawica Explorations, Inc. common stock to the SRO as noted above, have the right to drill up to ten (10) holes under the amended program, with the MRO paying the SRO $1,500.00 per each such hole, within 30 days of drilling such hole or holes. Drilling may take place from the date of the signing of this amendment through December 31, 2009. (Subsequent entry onto the property for purposes of baseline/ environmental studies is permitted as noted above.)

IN WITNESS WHEREOF the Parties hereto have duly executed this Amendment effective as of the 20th day of February 2009. This Amendment may be executed in fax counterpart.

(Amendment to Property Exploration & Access Agreement) 2/20/2009

(SRO)

Print Name: GARRY W. KELLY

Per: Garry W. Kelly
Signature

(SPOUSE OF SRO)

Print Name: MARJORIE KELLY

Per: Margie Kelly
Signature

Address: R.R. #2
Marmora, Ontario K0K 2M0

(Amendment to Property Exploration & Access Agreement) 2/20/2009

(MRO)

OPAWICA EXPLORATIONS, INC.

Per: ______________________
Authorized Signature

Print Name: Paul Antoniazzi

2/20/2009

APPENDIX 5
FORM OF
EXERCISE NOTICE

To: Opawica Explorations Inc.

From: Washmax Corporation

Re: Exercise of option pursuant to Option Agreement among Opawica Explorations Inc. ("OPW") and Washmax Corporation ("Washmax") dated July 31st, 2009 (the "Option Agreement")

Pursuant to Section 3.1 of the Option Agreement, the undersigned hereby gives notice to OPW that the undersigned has satisfied all conditions under Section 3.3of the Option Agreement and that the undersigned hereby fixes the Closing Date as ●. At the Closing Time, the addressees and the undersigned shall complete the transactions contemplated in the Option Agreement subject to the conditions set out therein.

Subject to completing the transactions set out in the Option Agreement on the Closing Date, the undersigned also hereby undertakes to comply with all obligations set out in the Option Agreement that are contemplated to be completed subsequent to the Closing Date.

All capitalized terms used herein which are not otherwise defined have those meanings as set out in the Option Agreement.

WASHMAX CORPORATION

Per: ______________________________
◆
[authorized signing officer]