

PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT made in the City of Montreal, Province of Quebec this 24 day of November, 2014,

BY AND BETWEEN: **COGITORE RESOURCES INC.**, a company incorporated under the laws of the province of Ontario having its head office at 1 Adelaide Street East, 21st Floor, Toronto, Ontario, M5C 2V9, herein acting and represented by Brian Howlett, its President, duly authorized for its purposes hereof

(hereinafter called the “**Vendor**”);

AND: **YORBEAU RESOURCES INC.**, a corporation incorporated under the laws of the province of Quebec having its head office at 110 Place Crémazie West, Suite 430, Montréal, H2P 1B9 herein acting and represented by David Crevier, its Chairman, duly authorized for the purposes hereof

(hereinafter called the “**Purchaser**”);

WHEREAS the Vendor wishes to sell and assign to the Purchaser, and the Purchaser wishes to purchase and acquire from the Vendor, all of the Exploration Assets (as herein defined), as more particularly set out herein;

WHEREAS the Parties have entered into this Agreement to provide for the contemplated sale and purchase of the Exploration Assets and for other matters relating thereto, the whole in accordance with the terms and conditions hereof;

NOW, THEREFORE, THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants, agreements, representations and warranties herein contained, it is agreed by and between the Parties as follows:

ARTICLE 1 **INTERPRETATION**

1.1 **Definitions**. In this Agreement, the following terms shall have the following meanings, respectively, unless the context otherwise requires:

- (a) “**Agreement**”, “**hereby**” “**herein**”, “**hereto**”, “**hereunder**” and similar expressions mean or refer to this agreement, together with the schedules hereto and any amendments hereto.
- (b) “**Asset Purchase Transaction**” means the transfer by the Vendor to the Purchaser of the Vendor’s right, title and interest to the Exploration Assets in exchange for payment by the Purchaser to the Vendor of the Purchase Price and the assumption by the Purchaser of all obligations of the Vendor under the Contracts that are included in the Exploration Assets and the completion of all matters incidental thereto as herein provided.

- (c) “**Business Day**” means any day, other than a Saturday or a Sunday or a statutory holiday in Quebec.
- (d) “**Caribou Property**” means the immovable property comprised of 120 mining claims located in the townships Estrees and Casa-Berardi of covering a total of approximately 5,830 hectares, including rights of way, if any, the whole as further described in the attached Schedule 1.1(d)(A).
- (e) “**Castagnier Property**” means the immovable property comprised of one (1) mining claim located in the township of La Morandière, Quebec, covering a total of approximately 20 hectares, including rights of way, if any, the whole as further described in the attached Schedule 1.1(d)(B).
- (f) “**Cogitore Meeting**” means the special meeting of the shareholders of the Vendor to approve the Asset Purchase Transaction.
- (g) “**Claims**” means all past, present and future claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal fees on a full indemnity basis and other professional fees and disbursements, interest, demands and actions of any nature or any kind whatsoever.
- (h) “**Closing**” means the closing of the Asset Purchase Transaction as contemplated in this Agreement.
- (i) “**Closing Date**” means the date of the Closing, which shall be as soon as possible following the date of the Cogitore Meeting, as the Vendor and the Purchaser may agree, but no later than the Termination Date.
- (j) “**Closing Time**” means 10:00 a.m. on the Closing Date, or such other time on the Closing Date as the Vendor and the Purchaser may mutually agree.
- (k) “**Contracts**” means any contract, lease, license or any other agreement relating to the Exploration Assets and to which the Vendor is a party as listed in the attached Schedule 1.1(i).
- (l) “**Employees**” has the meaning set forth in Section 3.8 hereof.
- (m) “**Employment Agreements**” has the meaning set forth in Section 3.8 hereof.
- (n) “**Encumbrances**” means any security interest, lien, claim, charge, hypothec, reservation of ownership, pledge, encumbrance, mortgage, adverse claim or right of a third party of any nature or kind whatsoever and any agreement, option or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing, (including any conditional sale or title retention agreement, or any capital or financing lease) including those affecting the Exploration Assets as specifically listed in the attached Schedule 1.1(n).
- (o) “**Environmental Laws**” means all currently applicable Laws relating to hazardous substances, pollution or protection of the environment, human health or safety, including

Laws relating to on-site or off-site contamination, release of any hazardous substance into the environment, and applicable Laws relating to the transport of hazardous substances.

- (p) “**Environmental Permits**” means all permits, authorizations, certificates, written consents, registrations, licenses and any other written approvals or authorizations required under Environmental Laws and held by the Vendor in connection with the Properties, the whole as further listed in the attached Schedule 1.1(p).
- (q) “**Equipment**” means all machinery, equipment and other assets owned, leased or operated by the Vendor and used in connection with the Properties located in, on or about or normally located in, on or about the Properties as further listed in the attached Schedule 1.1(q).
- (r) “**Exploration Assets**” has the meaning set forth in Section 3.1 hereof.
- (s) “**Exploration Data**” means, and for greater certainty, shall not limit the generality of the items defined and included as part of Records and Data:
 - (i) geological, geochemical, geophysical, drilling, metallurgical and environmental analyses;
 - (ii) all drill core and other sample material for the Exploration Assets located both on and off-site of the property, including such materials in the Toronto office of the Vendor and in the offices of the Vendor’s third party consultants and assay labs; and
 - (iii) all reports and data on the Exploration Assets, which include: (i) technical, geological, economic, metallurgical, environmental, geochemical, geophysical, resource estimation, and project planning reports; (ii) analytical, financial and modeling data in hard copy and digital formats including geochemical and environmental analyses; mineral deposit, metallurgical and financial models; (iii) drill and sample logs and summaries; (iv) budgets; (v) project and property proposals; (vi) information related to the infrastructure and equipment on real property; (vii) agreements, and contracts; and (viii) communications and notices from any governmental authority.
- (t) “**Hébécourt Property**” means the immovable property comprised of 54 mining claims located in the townships of Hébécourt and Marriot, Quebec covering a total of approximately 2,240 hectares, including rights of way, if any, the whole as further described in the attached Schedule 1.1(d)(C).
- (u) “**Laws**” means all laws, statutes, codes, ordinances, orders, decrees, rules, regulations and by-laws, whether federal, provincial, municipal or local.
- (v) “**Landrienne Property**” means the immovable property comprised of 62 mining claims located in the township of Landrienne, Quebec covering a total of approximately 2,590 hectares, including rights of way, if any, the whole as further described in the attached Schedule 1.1(d)(D).
- (w) “**Lemoine Property**” means the immovable property comprised of 199 mining claims located in the townships of Lemoine, Rinfret and Dollier, Quebec covering a total of

approximately 2,950 hectares, including rights of way, if any, the whole as further described in the attached Schedule 1.1(d)(E).

- (x) “**Non-assigned Contract**” has the meaning set forth in Section 3.2 hereof
- (y) “**Normetal West Property**” means the immovable property comprised of 28 mining claims located in the townships of Adair, Hepburn and Abbotsford in the Province of Ontario, covering a total of approximately 5,840 hectares, including rights of way, if any, the whole as further described in the attached Schedule 1.1(d)(F).
- (z) “**Parties**” means the Vendor and the Purchaser.
- (aa) “**Person**” means any of a natural person, firm, corporation, trust, partnership, joint venture, governmental body or agency or association.
- (bb) “**Properties**” means, collectively, the Caribou Property, the Castagnier Property, the Hébécourt Property, the Landrienne Property, the Lemoine Property, the Normetal West Property, the Selbaie West Property and the Scott Lake Property.
- (cc) “**Purchase Price**” means the Shares issuable by the Purchaser to the Vendor in consideration for the sale of the Exploration Assets to the Purchaser as provided herein.
- (dd) “**Purchaser**” means Yorbeau Resources Inc.
- (ee) “**Records and Data**” means all of the books, records, books of account, business analyses and plans, surveys, building plans and specifications, warranties, bills of sale, contracts, environmental analyses and assessments, records, data, tax records in respect of property taxes and other taxes related to the Exploration Assets, surveys, maps, geological and technical information, technical reports (including scoping studies and feasibility studies), samples (including but not limited to rock, till, bulk and core, whether located on site or off site), agreements, notices (including notices and communications from governmental authorities), correspondence and other communications and all other documents, files, records and information, financial or otherwise relating to the Exploration Assets within the control or possession of Vendor (or to which Vendor has access) at the Closing Date, and all Exploration Data, including with respect to the foregoing, whether or not recorded on computer or computer related media.
- (ff) “**Restoration Plan**” means the rehabilitation and restoration plan required pursuant to the *Mining Act* R.S.Q., c. M-13.1.
- (gg) “**Sale of Enterprise Indemnity Agreement**” has the meaning set forth in Section 8.3 hereof.
- (hh) “**Selbaie West Property**” means the immovable property comprised of 105 mining claims located in the townships of Carheil and Brouillan, Quebec covering a total of approximately 5,480 hectares, including rights of way, if any, the whole as further described in the attached Schedule 1.1(d)(G).

- (ii) “**Scott Lake Property**” means the immovable property comprised of 129 mining claims located in the townships of Scott, Oblaski, Lévy and Barlow, Quebec covering a total of approximately 6,287 hectares, including rights of way, if any, the whole as further described in the attached Schedule 1.1(d)(H).
- (jj) “**Shares**” has the meaning set forth in Section 3.4 hereof.
- (kk) “**Taxes**” means all real property, land transfer, mutation, Goods and Services and Quebec Sales taxes and, for more certainty, does not include taxes on income.
- (ll) “**Termination Date**” has the meaning set forth in Section 9.1 hereof.
- (mm) “**TSX**” means the Toronto Stock Exchange.
- (nn) “**TSX-V**” means the TSX Venture Exchange.
- (oo) “**Vendor**” means Cogitore Resources Inc.
- (pp) “**Vendor’s Coreshack**” means the land in the Municipality of Chibougamau, known and designated as division number THREE of subdivision number THREE HUNDRED NINETY SIX of original lot D of Block D (D-396-3 of Block D) of the official cadastre of the Township of McKenzie, in the registration division of Lac-Saint-Jean-Ouest, with the buildings constructed thereon bearing civic number 947, 3^e Rue at Chibougamau, Province of Quebec, G8P 1R4.
- (qq) “**Yorbeau Private Placement**” means a private placement of equity securities by the Purchaser for aggregate gross proceeds of a minimum of \$2 million, to be completed prior to the Closing Date.

1.2 **Currency**. Unless otherwise indicated, all dollar amounts referred to in this Agreement are expressed in and shall be paid in Canadian currency.

1.3 **Number and Gender**. In this Agreement, words importing the singular number only shall include the plural and *vice versa* and words important any gender shall include all genders.

1.4 **Business Days**. In the event that any action is required or permitted to be taken under this Agreement on or by a date that is not a Business Day, such action may be taken on or by the Business Day immediately following such date.

1.5 **Statutory References**. Any reference in this Agreement to a statute includes all rules and regulations made thereunder, all amendments to such statutes or regulations in force from time to time and any statute, rule or regulation that supplements or supersedes such statute, rule or regulations.

1.6 **Severability**. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof and each provision is hereby declared to be separate, severable and distinct. To the extent that any provision

is found to be invalid, illegal or unenforceable, the parties shall act in good faith to substitute for such provision, to the extent possible, a new provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.

1.7 **Schedules**. The following Schedules are attached to, and form part of, this Agreement:

- Schedule 1.1(d) - Properties (including the Records and Data)
- Schedule 1.1(i) - Contracts
- Schedule 1.1(n) - Encumbrances
- Schedule 1.1(p) - Environmental Permits
- Schedule 1.1(q) - Equipment

ARTICLE 2

PRE-CLOSING MATTERS

2.1 **Approval by Cogitore Shareholders**. Before the Closing Date, and subject to the terms and conditions of this Agreement, the Vendor shall use all reasonable efforts to obtain the approval of its shareholders and all other consents, orders or approvals as counsel may advise are necessary or desirable for the implementation of the Asset Purchase Transaction.

2.2 **Funding Transaction**. Prior to the Closing Date, the Purchaser shall use its best efforts to raise minimum gross aggregate proceeds of \$2 million pursuant to the Yorbeau Private Placement.

ARTICLE 3

PURCHASE AND SALE

3.1 **Purchase and Sale**. Subject to the terms and conditions hereof, the Vendor hereby agrees to sell, assign, convey and transfer at Closing to the Purchaser, and the Purchaser hereby agrees to purchase at such time from the Vendor, the Vendor's right, title and interest, if any, in and to (a) the Properties, together with all technical reports related to the Properties; (b) the Equipment; (c) the Contracts; (d) the Environmental Permits, to the extent transferrable; (e) the Vendor's Coreshack; and (f) the Records and Data (collectively, the "**Exploration Assets**") for the consideration provided in Section 3.4 hereof.

3.2 **Assignment and Assumption of Contracts**. Notwithstanding anything to the contrary herein, this Agreement shall not be construed as a sale, assignment, conveyance or transfer of, or an attempt to sell, assign, convey or transfer, directly or indirectly, any Contract listed in Schedule 1.1(i) hereto if such Contract cannot be sold, assigned, conveyed or transferred by the Vendor without the consent or approval of another Person and such consent or approval has not been obtained or if such sale, assignment, conveyance or transfer or attempted sale, assignment, conveyance or transfer would constitute a breach or a termination of such Contract (each such Contract, a "**Non-assigned Contract**").

3.3 **As-is, Where-is**. The Purchaser acknowledges that it is relying upon its own judgment, investigation and inspection in proceeding with the transactions contemplated hereunder. Notwithstanding any other provision of this Agreement, the Purchaser acknowledges and agrees that it is purchasing the Equipment on an "as is, where is" basis, that it accepts the Equipment in

its current state, condition and location, that, except as set forth herein, the Vendor has made no representations, warranties, terms, conditions, understandings or collateral agreements, express or implied, statutory or otherwise, with respect to the merchantability, physical or financial condition, description, fitness for purpose, use or zoning, environmental condition, existence of latent defects, quality, quantity or any other thing affecting any Equipment, or in respect of any other matter or thing whatsoever, including any and all conditions, warranties or representations expressed or implied pursuant to any applicable Laws in any jurisdiction, which the Purchaser confirms do not apply to this Agreement and are hereby waived in their entirety by the Purchaser. The Purchaser acknowledges and confirms that any description of the Equipment in this Agreement (including the Schedules hereto) is for identification purposes only. No representation, warranty or condition has or will be given by the Vendor concerning the completeness or accuracy of such descriptions, including the existence of any asset or property right described therein. The Equipment is being purchased on an “as is, where is” basis as it exists as of the Closing Date and the Purchaser acknowledges and confirms that no adjustment of the Purchase Price will be made for any change in condition, value, quantity or quality of any of the Equipment from the date of the execution of this Agreement to the Closing Time or otherwise.

The Purchaser further acknowledges that all oral information obtained from the Vendor or its representatives with respect to the Exploration Assets has been obtained for the convenience of the Purchaser only, and that the Vendor has not made any representation or warranty, express or implied, statutory or otherwise, as to the accuracy and completeness of any such information. The Purchaser agrees that the Vendor shall not have any liability for any representations, express or implied, contained in, or omitted from, any oral communications transmitted to the Purchaser in the course the negotiation of this Agreement, or in the course of any of the Purchaser’s investigations of the Exploration Assets.

3.4 **Purchase Price and Payment of Purchase Price.** In consideration for the sale and conveyance of the Exploration Assets by the Vendor, the Purchaser shall issue to the Vendor at Closing, TWENTY-FIVE MILLION (25,000,000) common shares in the capital stock of the Purchaser (the “Shares”).

3.5 **Trading Restrictions on the Shares.** In compliance with applicable securities Laws, the Shares shall be subject to a four month hold period and the certificate representing the Shares will bear a legend substantially in the following form and with the necessary information inserted:

**“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE
HOLDER OF THE SECURITY MUST NOT TRADE THE SECURITY
BEFORE [INSERT DATE THAT IS FOUR (4) MONTHS AND ONE (1)
DAY AFTER CLOSING DATE]”**

The certificate representing the Shares will also bear a legend substantially in the following form:

**“THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE
LISTED ON THE TORONTO STOCK EXCHANGE (“TSX”);
HOWEVER THE SAID SECURITIES CANNOT BE TRADED
THROUGH THE FACILITIES OF THE TSX SINCE THEY ARE NOT**

**FREELY TRANSFERABLE, AND CONSEQUENTLY ANY
CERTIFICATE REPRESENTING SUCH SECURITIES IS NOT
“GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON
THE TSX”**

The Vendor hereby acknowledges and agrees that after the Closing, it shall not sell the Shares except in accordance with applicable securities Laws and regulatory policy. In addition, the Vendor agrees that it shall not sell more than 5% of the Shares acquired pursuant to the Asset Purchase Transaction during any calendar month without having obtained the prior written approval of the Purchaser.

3.6 Instruments of Conveyance. At Closing, the Vendor shall deliver to the Purchaser duly completed and signed transfer forms, in such form as prescribed by the Ontario Ministry of Northern Development and Mines and the Quebec Mines Department, as the case may be, providing for the transfer to the Purchaser of all of the Vendor’s right, title and interest in the Properties, as well as such other deeds of transfer, bills of sale and instruments of conveyance as are necessary to permit the transfer and conveyance from the Vendor to the Purchaser of all of the Exploration Assets.

3.7 Contracts. At Closing, and subject to Section 3.2 hereof, the Purchaser shall assume, discharge, satisfy, perform and fulfill in a timely manner, strictly in accordance with their terms, all of the liabilities and obligations of the Vendor under the Contracts and the Environmental Permits, to the complete discharge of the Vendor.

3.8 Employment by Purchaser of Two Employees of the Vendor. Effective as of the Closing Date, the Purchaser shall engage the following persons who are currently employed by the Vendor: Sylvain Lépine and Jules Tremblay (collectively, the “**Employees**”). Mr. Lépine shall be hired as a geologist to carry out exploration activities on the Properties for a minimum term of one year for an annual remuneration of \$105,000 plus benefits and Mr. Tremblay shall be hired as a draftsman to carry out exploration activities on the Properties for a minimum term of one year for an annual remuneration of \$65,000 plus benefits. At the Closing, the Purchaser shall execute an employment agreement with each of the Employees (the “**Employment Agreements**”) providing for the terms set out in this Section 3.8 and containing such other provisions as are standard in the industry.

3.9 Severance and Vacation Costs. At Closing, the Vendor shall provide the Purchaser with the following information regarding each Employee: (i) social insurance number; (ii) commencement date of employment with the Vendor; and (iii) annual salary as at the Closing Date.

The Vendor agrees to pay to the Purchaser an amount to be determined between the Vendor and the Purchaser representing a portion of the severance pay to which the Employees may be entitled to if they were terminated by the Vendor at the Closing. For greater certainty, the Vendor shall be responsible for all liabilities arising out of or in connection with, the employment of the Employees with the Vendor up to the Closing Time.

In consideration of the foregoing, the Purchaser will provide the Vendor with an undertaking that the Purchaser will take into account, for the purposes of determining the severance pay which

could be payable by the Purchaser to each Employee upon termination of their respective employment with the Purchaser, the period during which the Employees were working for the Vendor.

For greater certainty, the Vendor shall be liable and shall pay any and all vacation pay indemnities in respect of the Employees accrued and payable up to the Closing Date.

3.10 **Workers Compensation, etc.** The Vendor shall be liable and shall pay any and all occupational health and safety or worker compensation fines, assessments or costs in respect of the Employees up to the Closing Date, regardless of the date of imposition thereof.

3.11 **Transfer Taxes.** The Purchaser shall be liable and shall pay (if any) all Taxes, registration fees or other like taxes or charges properly payable upon and in connection with the sale, assignment, conveyance and transfer from the Vendor to the Purchaser of the Exploration Assets hereunder

3.12 **Claim Renewals.** The Vendor shall make, before the Closing Date, all payments (the “Renewal Payments”) required to renew the claims forming part of the Properties which expire between the Closing Date and April 30, 2015 and the Purchaser shall pay to the Vendor at Closing an amount equal to the aggregate Renewal Payments paid by the Vendor.

ARTICLE 4 CONVENANTS

4.1 **Covenants of the Vendor.** The Vendor covenants and agrees with the Purchaser that it will not, from the date of execution hereof up to and including the Closing Time, except as contemplated by this Agreement or with the prior written consent of the Purchaser:

- (a) sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber any of the Exploration Assets, except in the ordinary course of business;
- (b) provide for the distribution of any of the Exploration Assets to its shareholders;
- (c) reorganize, amalgamate or merge with any other Person or other business organization whatsoever;
- (d) take any action which may result in a material adverse change in the Exploration Assets or the affairs of the Vendor; and
- (e) perform any act or enter into any transaction or negotiation which might interfere or be inconsistent with the consummation of the transactions contemplated under this Agreement.

4.2 **Further Covenants of the Vendor.** The Vendor further covenants and agrees with the Purchaser that it will:

- (a) use all reasonable efforts to obtain all necessary consents, assignments or waivers from third parties and amendments or terminations to any instrument or agreement and take such other

measures as may be necessary to fulfil its obligations under and to carry out the transactions contemplated by this Agreement;

- (b) provide the Purchaser, on a timely basis, with all relevant information concerning the Vendor and its business, property, operations and financial statements for the purposes of enabling the Purchaser to conduct and complete a due diligence review of the Exploration Assets to the satisfaction of the Purchaser on or before the Closing Time;
- (c) on or before the Termination Date, convene the Cogitore Meeting for the purpose of approving the Asset Purchase Transaction and to solicit proxies to be voted at such meeting in favour of the approval of such matter;
- (d) use all reasonable efforts to conduct its affairs so that all of the Vendor's representations and warranties contained herein shall be true and correct on and as of the Closing Time as if made at such time, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;
- (e) use all reasonable efforts to cause each of the conditions precedent set forth in Sections 7.1 and 7.2 hereof to be complied with; and
- (f) notify the Purchaser immediately upon becoming aware that any of the representations and warranties of the Vendor contained in Section 5.1 hereof are no longer true and correct in any material respect.

4.3 **Covenants of the Purchaser.** The Purchaser covenants and agrees with the Vendor that it will not, from the date of execution hereof up to and including the Closing Time, except as contemplated by this Agreement or with the prior written consent of the Vendor:

- (a) split, combine or reclassify any of its outstanding shares;
- (b) reorganize, amalgamate or merge with any other Person or other business organization whatsoever; and
- (c) perform any act or enter into any transaction or negotiation which might interfere or be inconsistent with the consummation of the transactions contemplated under this Agreement.

4.4 **Further Covenants of the Purchaser.** The Purchaser further covenants and agrees with the Vendor that it will:

- (a) use all reasonable efforts to obtain all necessary consents and take such other measures as may be necessary for the Purchaser to fulfil its obligations under and to carry out the transactions contemplated by this Agreement;
- (b) use all reasonable efforts to conduct its affairs so that all of the Purchaser's representations and warranties contained herein shall be true and correct on and as of the Closing Time as if made at such time, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;

- (c) use all reasonable efforts to cause each of the conditions precedent set forth in Sections 7.1 and 7.3 hereof to be complied with;
- (d) notify the Vendor immediately upon becoming aware that any of the representations and warranties of the Purchaser contained in Section 5.2 hereof are no longer true and correct in any material respect; and
- (e) allow the Vendor, notwithstanding the provision in Section 3.5 hereof, to assign any portion of the Shares to a third party in satisfaction of a debt obligation provided that the assignee of the Shares accepts the 5% limitation set out in Section 3.5 hereof and provides written confirmation thereof to the satisfaction of the Purchaser.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 **Representations and Warranties of the Vendor.** The Vendor represents and warrants to the Purchaser as follows, and the Vendor acknowledges that the Purchaser is relying thereon in entering into this Agreement.

- (a) **Due Incorporation.** The Vendor is duly incorporated, validly existing and in good standing under the Laws of the Province of Ontario and has all necessary corporate power and authority to own, lease and operate the Exploration Assets as and in the places where such Exploration Assets are now owned, leased or operated.
- (b) **Due Authorization.** The Vendor has the necessary corporate power and authority to execute this Agreement and to perform its obligations hereunder. The execution of this Agreement by the Vendor and the performance by the Vendor of its obligations on the terms and conditions herein set forth have been duly authorized by the Board of Directors of the Vendor.
- (c) **Approvals.** All approvals, authorizations, consents or other orders required to be obtained with respect to the performance by the Vendor of its obligations hereunder, including all regulatory approvals, have been obtained or will be obtained prior to the Closing and will be subsisting and in good standing on the Closing Date.
- (d) **Enforceability.** This Agreement constitutes a legal, valid and binding obligation of the Vendor enforceable against it in accordance with its terms.
- (e) **No Conflict.** The execution of this Agreement, the consummation of the transactions contemplated herein, the performance by the Vendor of its obligations hereunder and the compliance by the Vendor with the Agreement do not violate, contravene or breach, or constitute a default under:
 - (i) the constating instruments or by-laws of the Vendor; or
 - (ii) any agreement to which the Vendor is a party and will not give any person any right to terminate or cancel any agreement or any right enjoyed by the Vendor because of

such agreement, and will not result in the creation of any Encumbrance or restriction of any nature whatsoever in favour of a third party upon or against the Vendor or the Exploration Assets; or

(iii) any Laws by which the Vendor is bound.

(f) **Title to Exploration Assets.**

- (i) The Properties are properly staked where necessary, are recorded and in good standing with all regulatory authorities, and all necessary licenses, permits, rights of way and rights of access have been obtained and are in good standing.
- (ii) Except as disclosed in Schedule 1.1(m), the Exploration Assets are free and clear from any registered, or to the knowledge of the Vendor, unregistered, lien, mortgage, royalty, charge, right, option or other Encumbrance of any kind, nature or description whatsoever.
- (iii) There is no adverse claim against, or challenge to, the ownership of, or title to, the Exploration Assets.
- (iv) The Exploration Assets are not subject to any legal proceedings, claims or governmental investigations, and the Vendor is unaware, after due investigation, of any fact or circumstance (including without limitation, any aboriginal claim or environmental circumstance) which could materially affect the value of the Exploration Assets or the Vendor's ability to complete the sale of the Exploration Assets hereunder.
- (v) Subject to the Encumbrances listed in Schedule 1.1(m) hereto, the Vendor is the sole beneficial owner of: (A) a 100% undivided interest in each of the Hébécourt Property, Landrienne Property, Normetal West Property, Selbaie West Property and the Scott Lake Property; (B) a 65% undivided interest in the Caribou Property; and (C) a 79.17% undivided interest in the Lemoine Property.
- (vi) The Vendor is the registered holder of all the mining claims forming part of the Properties and is the registered and beneficial owner of a 100% right, title and interest in and to the Vendor's Coreshack, the Equipment and the Records and Data.
- (vii) The Vendor has maintained and preserved in good order all rights, permits and licenses relating to the Properties and all exploration permits, leases, licenses and mining claims payments rentals, taxes, assessments, renewal fees and other governmental charges, owing in respect of the Properties or any part of the Properties, have been paid in full.
- (viii) All renewal fees, payment rentals and other governmental charges have been paid in order for all permits, leases, licenses and mining claims forming part of the Properties to be valid until at least March 15, 2015.

- (ix) All contracts, leases, licenses or other agreements relating to the Exploration Assets and to which the Vendor is a party are listed in the attached Schedule 1.1(i).
- (x) The Vendor is not in default, nor are there any amounts owing or accrued, under any of the Contracts or Environmental Permits.
- (xi) The Contracts are valid and enforceable in accordance with their terms, subject to Laws applicable to insolvency, bankruptcy and creditors' rights generally.
- (xii) All property taxes, utility costs and other charges owing in respect to the Vendor's Coreshack have been paid in full and the Vendor has not received any notice from a competent authority indicating that the Vendor's Coreshack does not conform to applicable Laws.
- (xiii) The Vendor does not have any Restoration Plans with respect to any of the Properties and has not carried out any work on the Properties which would have required the Vendor to submit a Restoration Plan.
- (xiv) The Vendor is not in breach of any Laws where a breach would have a material adverse effect on the Exploration Assets or the transactions contemplated herein.
- (xv) The Vendor has not experienced nor, to the knowledge of the Vendor, is it aware of any occurrence or event which has had, or might reasonably be expected to have, a materially adverse effect on the Exploration Assets.
- (xvi) The Vendor shall cause all necessary steps and proceedings to be taken to permit the Exploration Assets to be duly and regularly transferred to the Purchaser and shall use its best efforts, in cooperation with and at Purchaser's request, to aid the Purchaser in obtaining the transfer of the Environmental Permits to it and in obtaining changes to or replacement of the Restoration Plan.
- (g) **No Actions or Proceedings.** There is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or, to the best of the Vendor's knowledge, threatened against or relating to the Vendor or any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator which, in any case, might adversely affect the ability of the Vendor to enter into this Agreement or to consummate the transactions contemplated in this Agreement and the Vendor is not aware of any existing ground on which any action, suit or proceeding may be commenced with any reasonable likelihood of success.
- (h) **No Judgments or Encumbrances.** The Vendor is not a party to, bound or affected by or subject to any indenture, agreement, instrument, charter or by-law provision, order, judgment or decree which would be violated, contravened or breached by the execution and delivery by it of this Agreement or the performance by it of any of the terms or transactions contained herein.

- (i) **Residency of Vendor.** The Vendor is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada) and the Vendor is a Canadian within the meaning of the *Investment Canada Act* (Canada).
- (j) **GST/HST Registration.** The Vendor is registered for the purposes of Part IX of the Excise Tax Act (Canada) and its registration number is: GST: 86438 8152 RT0001 and TVQ: 1207778156, File TQ0001.
- (k) **Representations and Warranties at Closing.** Each and every representation and warranty of the Vendor made in this Section 5.1 shall be deemed to be repeated by the Vendor as at the Closing Time and will be true and correct in all material respects at and as of the Closing Time with the same force and effect as if such representations and warranties had been made at and as of the Closing Time.

5.2 **Representations and Warranties of the Purchaser.** The Purchaser represents and warrants to the Vendor as follows, and the Purchaser acknowledges that the Vendor is relying thereon in entering into this Agreement:

- (a) **Due Incorporation.** The Purchaser is duly incorporated, validly existing and in good standing under the Laws of the Province of Quebec and has all necessary corporate power and authority to own or lease its properties and to carry on its business as such business is presently conducted.
- (b) **Due Authorization.** The Purchaser has the necessary corporate power and authority to execute this Agreement and to perform its obligations hereunder. The execution of this Agreement by the Purchaser and the performance by the Purchaser of its obligations on the terms and conditions herein set forth have been duly authorized by the Board of Directors of the Purchaser.
- (c) **Approvals.** All approvals, authorizations, consents or other orders required to be obtained with respect to the performance by the Purchaser of its obligations hereunder, including all regulatory approvals, have been obtained or will be obtained prior to the Closing and will be subsisting and in good standing on the Closing Date.
- (d) **Enforceability.** This Agreement constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms.
- (e) **No Conflict.** The execution of this Agreement, the consummation of the transactions contemplated herein, the performance by the Purchaser of its obligations hereunder and the compliance by the Purchaser with this Agreement do not violate, contravene or breach, or constitute a default under, the constating instruments or by-laws of the Purchaser, any agreement to which the Purchaser is a party or any Laws by which the Purchaser is bound.
- (f) **No Actions or Proceedings.** There is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or, to the best of the Purchaser's knowledge, threatened against or relating to the Purchaser or any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator which, in any case, might

adversely affect the ability of the Purchaser to enter into this Agreement or to consummate the transactions contemplated in this Agreement and the Purchaser is not aware of any existing ground on which any action, suit or proceeding may be commenced with any reasonable likelihood of success.

- (g) **No Judgments or Encumbrances.** The Purchaser is not a party to, bound or affected by or subject to any indenture, agreement, instrument, charter or by-law provision, order, judgment or decree which would be violated, contravened or breached by the execution and delivery by it of this Agreement or the performance by it of any of the terms or transactions contained herein.
- (h) **Residency of Purchaser.** The Purchaser is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada) and the Purchaser is a Canadian within the meaning of the *Investment Canada Act* (Canada).
- (i) **GST/HST Registration.** The Purchaser is registered for the purposes of Part IX of the *Excise Tax Act* (Canada) and its registration number is: GST: 123163073RT0001 and TVQ: 1001991279TQ0001.
- (j) **Office Space.** The Purchaser shall cause all necessary steps to be taken to vacate, as soon possible after the Closing, the office space which is currently rented by the Vendor from NQ Exploration Inc.
- (k) **Representations and Warranties at Closing.** Each and every representation and warranty of the Purchaser made in this Section 5.2 shall be deemed to be repeated by the Purchaser as at the Closing Time and will be true and correct in all material respects at and as of the Closing Time with the same force and effect as if such representations and warranties had been made at and as of the Closing Time.

ARTICLE 6

SURVIVAL OF REPRESENTATIONS AND WARRANTIES

6.1 **Survival of Representations and Warranties of the Vendor.** The representations and warranties of the Vendor contained in this Agreement or given pursuant to this Agreement shall survive the completion of the Asset Purchase Transaction contemplated by this Agreement and, notwithstanding such completion or any investigation made by or on behalf of the Purchaser, shall continue in full force and effect for the benefit of the Purchaser for a period of two (2) years from the Closing Date.

6.2 **Survival of Representations and Warranties of the Purchaser.** The representations and warranties of the Purchaser contained in this Agreement shall survive the completion of the Asset Purchase Transaction contemplated by this Agreement and, notwithstanding such completion or any investigation made by or on behalf of the Vendor, shall continue in full force and effect for the benefit of the Vendor for a period of two (2) years from the Closing Date.

6.3 **Notice of Untrue Representation or Warranty.** Each of the parties hereto shall promptly notify the other party upon any representation or warranty of such party contained in this Agreement becoming untrue or incorrect from the date of this Agreement until the Closing Time

and, for the purposes of this Section 6.3, each representation and warranty shall be deemed to be given at and as of all times during such period.

ARTICLE 7

CONDITIONS PRECEDENT

7.1 **General Conditions Precedent.** The respective obligations of the Parties hereto to consummate the transactions contemplated herein are subject to the satisfaction, on or before the Closing Time, of the following conditions any of which may be waived by the mutual consent of such Parties without prejudice to their rights to rely on any other or others of such conditions:

- (a) the Asset Purchase Transaction shall have been approved by the required majority of the votes of the shareholders of the Vendor who, being entitled to do so, vote in person or by proxy at the Cogitore Meeting;
- (b) the Shares of the Purchaser issuable to the Vendor in payment of the Purchase Price shall have been accepted for listing by the TSX subject to the Purchaser fulfilling the TSX's listing requirements;
- (c) the TSX and the TSX-V shall have granted conditional approval of the Asset Purchase Transaction;
- (d) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement;
- (e) all consents, orders and approvals including, without limitation, regulatory approvals, required or necessary or desirable for the completion of the transactions provided for in this Agreement shall have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances, all on terms satisfactory to each of the Parties hereto, acting reasonably; and
- (f) this Agreement shall not have been terminated in accordance with Section 9 of this Agreement.

7.2 **Conditions to Obligations of the Vendor.** The obligation of the Vendor to consummate the Asset Purchase Transaction contemplated herein is subject to the satisfaction, on or before the Closing Time, of the following conditions:

- (a) each of the acts and undertakings of the Purchaser to be performed on or before the Closing Time pursuant to the terms of this Agreement shall have been duly performed;
- (b) the representations and warranties of the Purchaser contained in Section 5.2 shall be true in all material respects at the Closing Time with the same effect as though such representations and warranties had been made at and as of such time and the Vendor shall have received a certificate to such effect, dated the Closing Date, of the Chairman of the Purchaser on behalf

of the Purchaser and not personally, to the best of his knowledge having made reasonable inquiry;

- (c) the covenants of the Purchaser contained in Sections 4.3 and 4.4 hereof shall have been complied with and the Vendor shall have received a certificate to such effect of the Chairman of the Purchaser on behalf of the Purchaser and not personally, dated the Closing Date; and
- (d) the Purchaser shall have furnished the Vendor with:
 - (i) certified copies of the resolutions passed by the Board of Directors of the Purchaser approving this Agreement, the Employment Agreements as well as the consummation of the Asset Purchase Transaction contemplated herein;
 - (ii) a copy of the conditional approval letter from the TSX approving the Asset Purchase Transaction as contemplated in this Agreement;
 - (iii) a favourable legal opinion addressed to the Vendor and its legal counsel, in form and substance satisfactory to the Vendor and its legal counsel, dated the Closing Date from Colby, Monet, Demers, Delage & Crevier LLP, counsel for the Vendor, which opinion shall address such matters as the Vendor may reasonably request, including, without limitation:
 - (a) the Purchaser being a corporation duly incorporated and validly existing under the laws of Quebec;
 - (b) the Purchaser having the corporate capacity and power to own and lease its properties and assets and to carry on its business as now conducted and to undertake the Asset Purchase Transaction and to carry out all other obligations and transactions contemplated herein, including entering into, executing and delivering this Agreement and carrying out its obligations thereunder;
 - (c) all necessary corporate action having been taken by the Purchaser to authorize the execution and delivery of this Agreement and the performance of its obligations thereunder, and the Agreement having been duly executed and delivered by the Purchaser and is enforceable against, the Purchaser in accordance with its terms (subject to bankruptcy, insolvency or other laws affecting the rights of creditors generally, general equitable principles including the availability of equitable remedies and the qualification that no opinion need be expressed as to rights to indemnity, contribution and waiver of contribution);
 - (d) the execution and delivery by the Purchaser of this Agreement, the fulfillment of the terms thereof by the Purchaser and the issue and delivery on the Closing Date of the Shares as contemplated herein do not constitute or result in a breach of or a default under, and do not create a state of facts which, after notice or lapse of time or both, will constitute or result in a

breach of, and will not conflict with, any of the terms, conditions or provisions of the articles or by-laws of the Purchaser;

- (e) the Shares have been authorized and allotted for issuance and when issued shall be fully paid and non-assessable;
- (f) the certificates evidencing the Shares issued to the Vendor has been approved by the Purchaser and such certificates comply with the *Business Corporations Act* (Quebec);
- (g) the TSX having conditionally accepted the listing of the Shares;
- (h) as at the Closing Date, the authorized share capital of the Purchaser consists of an unlimited number of shares of which ● [number to be inserted at Closing] common shares are issued and outstanding (including the common shares issued pursuant to the Yorbeau Private Placement) immediately prior to giving effect to the issuance of the Shares to the Vendor;
- (i) the Purchaser being a reporting issuer not in default under the provincial Laws of Ontario and Quebec;
- (j) the offering and issuance of the Shares to the Vendor in accordance with the terms and conditions of this Agreement having been effected in such a manner as to be exempt from the prospectus requirements of the applicable Canadian securities Laws, and no prospectus or other document being required to be filed, no proceedings being required to be taken and no approvals, permits, consents, orders or authorizations of any regulatory authority being required to be obtained by the Purchaser under applicable Canadian securities Laws to permit such offering and issuance, other than the filing within 10 days after the date of the distribution, of the report on Form 45-106F1 prepared and executed in accordance with National Instrument 45-106 – *Prospectus and Registration Exemptions*, together with the fees prescribed by applicable Canadian securities Laws; and
- (k) the first trade by the Vendor of the Shares not being a distribution subject to prospectus requirements pursuant to applicable Canadian securities Laws subject to the usual qualifications.

The conditions described above are for the exclusive benefit of the Vendor and may be waived by the Vendor in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Vendor may have hereunder or at Law.

7.3. **Conditions to Obligations of the Purchaser.** The obligation of the Purchaser to consummate the transactions contemplated herein is subject to the satisfaction, on or before the Closing Time, of the following conditions:

- (a) each of the acts and undertakings of the Vendor to be performed on or before the Closing Time pursuant to the terms of this Agreement shall have been duly performed;

- (b) the representations and warranties of the Vendor contained in Section 5.1 hereof shall be true in all material respects at the Closing Time with the same effect as though such representations and warranties had been made at and as of such time and the Purchaser shall have received a certificate to that effect, dated the Closing Date, of the President of the Vendor on behalf of the Vendor and not personally, to the best of his knowledge having made reasonable inquiry, which certificate shall also contain additional representations and warranties of the Vendor, if any, addressing such matters as the Purchaser may reasonably request;
- (c) the covenants of the Vendor contained in Sections 4.1 and 4.2 hereof shall have been complied with and the Purchaser shall have received a certificate to such effect of the President of the Vendor on behalf of the Vendor and not personally, dated the Closing Date;
- (d) the Vendor shall have furnished the Purchaser with:
 - (i) a certified copy of the resolution passed by the Board of Directors of the Vendor approving this Agreement and the consummation of the Asset Purchase Transaction contemplated herein;
 - (ii) a certified copy of the resolution passed by the shareholders of the Vendor at the Cogitore Meeting approving the Asset Purchase Transaction as contemplated herein;
 - (iii) a copy of the conditional approval letter from the TSX-V approving the Asset Purchase Transaction as contemplated in this Agreement; and
 - (iv) the Sale of Enterprise Indemnity Agreement, duly executed on behalf of the Vendor;
- (e) no material adverse change in the Exploration Assets shall have occurred between the date of the latest available financial statements of the Vendor and the Closing Time;
- (f) the Purchaser shall have been provided with a title opinion with respect to the Properties located in Ontario, reasonably satisfactory to the Purchaser;
- (g) the Purchaser shall have been provided with a favorable legal opinion addressed to the Purchaser and its legal counsel, in form and substance satisfactory to the Purchaser and its legal counsel, dated the Closing Date, from Peterson & Company LLP, counsel for the Vendor, which opinion shall address such matters as the Purchaser may reasonably request;
- (h) a due diligence review shall have been completed to the satisfaction of the Purchaser with respect to the Exploration Assets and affairs of the Vendor relating thereto; and
- (i) the Yorbeau Private Placement identified in Section 2.2 shall have been completed.

The conditions described above are for the exclusive benefit of the Purchaser and may be waived by the Purchaser in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Purchaser may have hereunder or at Law.

7.4 **Conditions Deemed Satisfied.** The conditions set out in Sections 7.1, 7.2 and 7.3 hereof shall be conclusively deemed to have been satisfied, waived or released upon completion of the Asset Purchase Transaction.

ARTICLE 8 **CLOSING**

8.1 **Closing.** On the Closing Time; (i) the Vendor shall deliver to the Purchaser such instruments of conveyance as described in Section 3.6 hereof and as are necessary to permit the transfer and conveyance from the Vendor to the Purchaser of all of the Exploration Assets; (ii) the Purchaser shall issue the Shares to the Vendor in compliance with Sections 3.4 and 3.5 hereof; and (iii) the Purchaser shall enter into the Employment Agreements with each of the Employees respectively. The Parties shall also execute and deliver any other document and do any other thing as may be reasonably required by counsel for the Vendor and/or by counsel for the Purchaser.

8.2 **Purchase of Exploration Assets by the Purchaser's Subsidiary.** Notwithstanding any other provision of this Agreement, the Parties hereby agree that the Purchaser may, at its sole discretion, choose to cause Cancor Mines Inc. ("Cancor"), its wholly-owned subsidiary, to purchase the Exploration Assets from the Vendor at Closing in lieu of the Purchaser. In such case: (i) the consideration for the sale of the Exploration Assets will remain the same and, for more certainty, shall consist of the issuance of the Shares to the Vendor by the Purchaser; (ii) Cancor shall assume all of the obligations of the Purchaser under this Agreement, as if Cancor had entered into this Agreement with the Vendor in lieu of the Purchaser, except for the payment of the Purchase Price which shall remain an obligation of the Purchaser; and (iii) all necessary adjustments shall be made to the documents to be provided at Closing to reflect the foregoing.

8.3 **Sale of an Enterprise.** To the extent that the Asset Purchase Transaction may constitute the sale of an enterprise or a transaction governed by the *Bulk Sales Act* (Ontario) (the "Bulk Sales Act"), the Purchaser agrees that it shall not require that the Vendor comply with the provisions of the Bulk Sales Act. The Vendor agrees to indemnify and save harmless the Purchaser from and against all Claims which the Purchaser may suffer or incur as a result of or arising out of such non-compliance with the Bulk Sales Act. There shall be delivered by the Vendor at Closing an indemnity agreement from the Vendor, which agreement shall be for a term which expires on the third anniversary of the Closing Date (the "**Sale of Enterprise Indemnity Agreement**"), such agreement to be in a form acceptable to the Vendor and the Purchaser, acting reasonably.

Section 8.3 hereof shall survive the Closing.

ARTICLE 9 **TERMINATION OF AGREEMENT**

9.1 **Termination.** This Agreement may, prior to the completion of the Asset Purchase Transaction, be terminated by agreement of the Parties. Unless otherwise agreed in writing by the Parties, this Agreement shall terminate without further notice or agreement in the event that:

- (a) the Asset Purchase Transaction is not approved by the required vote of the shareholders of the Vendor at the Cogitore Meeting;

- (b) the conditions precedent set out in Sections 7.1, 7.2 and 7.3 hereof are not satisfied or waived, as contemplated in those Sections, on or before the Closing Time; or
- (c) the Closing has not occurred on or before December 31, 2014 or such later date as may be approved in writing by the Vendor and the Purchaser (the “**Termination Date**”).

ARTICLE 10

MISCELLANEOUS

10.1 **Notices.** Any notice, direction or other communication given under this Agreement shall be in writing and given by delivering it or sending it by courier or by telecopier addressed as follows:

- (a) to the Vendor at:

Cogitore Resources Inc.
1 Adelaide Street East
21st Floor
Toronto, Ontario M5C 2V9

Attention: The President
Telecopier: (416) 924-7997

with a copy to:

Peterson & Company LLP
390 Bay Street, Suite 806
Toronto, Ontario M5H 2Y2

Attention: Dennis Peterson
Telecopier: (647) 259-1785

- (b) to the Purchaser at:

Yorbeau Resources Inc.
110 Place Crémazie
Suite 430
Montréal, Quebec H2P 1B9

Attention: The President
Telecopier: (514) 384-6399

with a copy to:

Colby, Monet, Demers, Delage & Crevier LLP
1505 McGill College Avenue

Montreal, Quebec
H3A 3M8

Attention: David Crevier
Telecopier: (514) 284-1961

or to such other address and telecopier numbers as any Party may, from time to time, advise to the other Party hereto by notice in writing.

Any such notice, direction or communication shall be deemed to have been validly and effectively given (i) if delivered by courier, on the date of delivery if such date is a Business day and such delivery was made prior to 4:00 p.m. (Montreal time) and otherwise on the next Business day, or (ii) if transmitted by telecopier on the Business day following the date of transmission.

11.2 **Expenses.** Each Party shall bear and pay all costs, expenses and fees (including, without limitation, legal counsel fees and disbursements) incurred by it in connection with the preparation, execution and consummation of this Agreement and the transactions contemplated hereunder.

11.3 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

11.4 **Governing Law.** This Agreement shall be governed by and interpreted and construed in accordance with the Laws of the Province of Quebec and the Federal Laws of Canada applicable therein.

11.5 **Entire Agreement.** This Agreement, including the schedules hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions of the Parties.

11.6 **Amendment.** No amendment to this Agreement shall be binding unless expressly provided in an instrument duly executed by the Parties.

11.7 **No Assignment.** No Party may assign, convey or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party hereto.

11.8 **Public Disclosure.** The Parties agree to consult with each other before making any public disclosure or announcement of or pertaining to this Agreement, and that any such disclosure or announcement shall be mutually satisfactory to all Parties; provided however, that this Section shall not apply in the event any Party is advised by its counsel that certain disclosures or announcements, which the other Party after reasonable notice will not consent to, are required to be made by applicable Laws, stock exchanges rules or policies of regulatory authorities having jurisdiction.

11.9 **Language of Agreement.** The Parties acknowledge that it is their express wish that this Agreement and all related documents be prepared in English. *Les parties ont exprimé leur expresse volonté que la présente convention et tous les documents connexes soient rédigés en anglais.*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and at the place first above mentioned.

COGITORE RESOURCES INC.

Per: (s) Brian Howlett
Name: Brian Howlett
Title: CEO and President

YORBEAU RESOURCES INC.

Per: (s) David Crevier
Name: David Crevier
Title: Chairman

SCHEDULE 1.1(d)

PROPERTIES

Mineral Claims

A. Caribou Property

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CDC 2392814	CARIBOU EAST	26/11/2013	16/03/2015	2,912.07	25,377.46
CDC 2392815	CARIBOU EAST	26/11/2013	16/03/2015	2,912.07	25,377.46
CDC 2392816	CARIBOU EAST	26/11/2013	16/03/2015	2,912.07	25,377.46
CDC 2392817	CARIBOU EAST	26/11/2013	16/03/2015	2,912.07	25,377.46
CDC 2392818	CARIBOU EAST	26/11/2013	16/03/2015	2,912.07	25,377.46
CDC 2392819	CARIBOU EAST	26/11/2013	16/03/2015	2,912.07	25,377.46
CDC 2392820	CARIBOU EAST	26/11/2013	16/03/2015	2,912.07	25,377.46
CDC 2392821	CARIBOU EAST	26/11/2013	16/03/2015	2,912.07	25,377.46
CDC 2392822	CARIBOU EAST	26/11/2013	16/03/2015	2,911.54	25,372.92
CDC 2392823	CARIBOU EAST	26/11/2013	16/03/2015	2,911.54	25,372.92
CDC 2392824	CARIBOU EAST	26/11/2013	16/03/2015	2,911.54	25,372.92
CDC 2392825	CARIBOU EAST	26/11/2013	16/03/2015	2,911.54	25,372.92
CDC 2392826	CARIBOU EAST	26/11/2013	16/03/2015	2,911.54	25,372.92
CDC 2392827	CARIBOU EAST	26/11/2013	16/03/2015	2,911.54	25,372.92

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CDC 2392828	CARIBOU EAST	26/11/2013	16/03/2015	2,911.54	25,372.92
CDC 2392829	CARIBOU EAST	26/11/2013	16/03/2015	2,911.54	25,372.92
CDC 2392830	CARIBOU EAST	26/11/2013	16/03/2015	2,911.54	25,372.92
CDC 2392831	CARIBOU EAST	26/11/2013	16/03/2015	2,911.02	25,368.37
CDC 2392832	CARIBOU EAST	26/11/2013	16/03/2015	2,911.02	25,368.37
CDC 2392833	CARIBOU EAST	26/11/2013	16/03/2015	2,911.02	25,368.37
CDC 2392834	CARIBOU EAST	26/11/2013	16/03/2015	2,911.02	25,368.37
CDC 2392835	CARIBOU EAST	26/11/2013	16/03/2015	2,911.02	25,368.37
CDC 2392836	CARIBOU EAST	26/11/2013	16/03/2015	2,911.02	25,368.37
CDC 2392837	CARIBOU EAST	26/11/2013	16/03/2015	2,911.02	25,368.37
CDC 2392838	CARIBOU EAST	26/11/2013	16/03/2015	2,911.02	25,368.37
CDC 2392839	CARIBOU EAST	26/11/2013	16/03/2015	2,911.02	25,368.37
CDC 2392840	CARIBOU EAST	26/11/2013	16/03/2015	2,911.02	25,368.37
CDC 2392841	CARIBOU EAST	26/11/2013	16/03/2015	2,911.02	25,368.37
CDC 2392842	CARIBOU EAST	26/11/2013	16/03/2015	2,911.02	25,368.37
CDC 2392843	CARIBOU EAST	26/11/2013	16/03/2015	2,912.06	25,377.45
CDC 2392844	CARIBOU EAST	26/11/2013	16/03/2015	2,912.06	25,377.45
CDC 2392845	CARIBOU EAST	26/11/2013	16/03/2015	2,911.53	25,372.91
CDC 2392846	CARIBOU EAST	26/11/2013	16/03/2015	2,911.53	25,372.91

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CDC 2392847	CARIBOU EAST	26/11/2013	16/03/2015	364.91	3,180.13
CDC 2392848	CARIBOU EAST	26/11/2013	16/03/2015	475.43	4,143.25
CDC 2392849	CARIBOU EAST	26/11/2013	16/03/2015	420.17	3,661.69
CDC 2392850	CARIBOU EAST	26/11/2013	16/03/2015	1,523.27	13,274.78
CDC 2392851	CARIBOU EAST	26/11/2013	16/03/2015	1,524.84	13,288.41
CDC 2392852	CARIBOU EAST	26/11/2013	16/03/2015	2,913.11	25,386.55
CDC 2392853	CARIBOU EAST	26/11/2013	16/03/2015	2,913.11	25,386.55
CDC 2392854	CARIBOU EAST	26/11/2013	16/03/2015	2,913.11	25,386.55
CDC 2392855	CARIBOU EAST	26/11/2013	16/03/2015	2,913.11	25,386.55
CDC 2392856	CARIBOU EAST	26/11/2013	16/03/2015	2,913.11	25,386.55
CDC 2392857	CARIBOU EAST	26/11/2013	16/03/2015	2,913.11	25,386.55
CDC 2392858	CARIBOU EAST	26/11/2013	16/03/2015	2,913.11	25,386.55
CDC 2392859	CARIBOU EAST	26/11/2013	16/03/2015	2,913.11	25,386.55
CDC 2392860	CARIBOU EAST	26/11/2013	16/03/2015	2,912.59	25,382.00
CDC 2392861	CARIBOU EAST	26/11/2013	16/03/2015	2,912.59	25,382.00
CDC 2392862	CARIBOU EAST	26/11/2013	16/03/2015	2,912.59	25,382.00
CDC 2392863	CARIBOU EAST	26/11/2013	16/03/2015	2,912.59	25,382.00
CDC 2392864	CARIBOU EAST	26/11/2013	16/03/2015	2,912.59	25,382.00
CDC 2392865	CARIBOU EAST	26/11/2013	16/03/2015	2,912.59	25,382.00

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CDC 2392866	CARIBOU EAST	26/11/2013	16/03/2015	2,912.59	25,382.00
CDC 2392867	CARIBOU EAST	26/11/2013	16/03/2015	2,912.59	25,382.00
CDC 2392868	CARIBOU EAST	26/11/2013	16/03/2015	2,912.59	25,382.00
CDC 2392869	CARIBOU EAST	26/11/2013	16/03/2015	2,912.59	25,382.00
CDC 2392870	CARIBOU EAST	26/11/2013	16/03/2015	2,912.07	25,377.46
CDC 2392871	CARIBOU EAST	26/11/2013	16/03/2015	2,912.07	25,377.46
CDC 2392872	CARIBOU EAST	26/11/2013	16/03/2015	2,911.54	25,372.92
CDC 2392873	CARIBOU EAST	26/11/2013	16/03/2015	2,911.02	25,368.37
CDC 2392874	CARIBOU EAST	26/11/2013	16/03/2015	2,914.15	25,395.63
CDC 2392875	CARIBOU EAST	26/11/2013	16/03/2015	2,914.15	25,395.63
CDC 2392876	CARIBOU EAST	26/11/2013	16/03/2015	2,914.15	25,395.63
CDC 2392877	CARIBOU EAST	26/11/2013	16/03/2015	2,914.15	25,395.63
CDC 2392878	CARIBOU EAST	26/11/2013	16/03/2015	2,913.63	25,391.09
CDC 2392879	CARIBOU EAST	26/11/2013	16/03/2015	2,913.63	25,391.09
CDC 2392880	CARIBOU EAST	26/11/2013	16/03/2015	2,913.63	25,391.09
CDC 2392881	CARIBOU EAST	26/11/2013	16/03/2015	2,913.63	25,391.09
CDC 2392882	CARIBOU EAST	26/11/2013	16/03/2015	2,913.11	25,386.55
CDC 2392883	CARIBOU EAST	26/11/2013	16/03/2015	2,913.11	25,386.55
CDC 2392884	CARIBOU EAST	26/11/2013	16/03/2015	2,913.11	25,386.55

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CDC 2392885	CARIBOU EAST	26/11/2013	16/03/2015	2,913.11	25,386.55
CDC 2392886	CARIBOU EAST	26/11/2013	16/03/2015	2,913.10	25,386.55
CDC 2392887	CARIBOU EAST	26/11/2013	16/03/2015	2,912.58	25,382.00
CDC 2392888	CARIBOU EAST	26/11/2013	16/03/2015	2,912.58	25,382.00
CDC 2392889	CARIBOU EAST	26/11/2013	16/03/2015	2,912.58	25,382.00
CDC 2392890	CARIBOU EAST	26/11/2013	16/03/2015	2,912.58	25,382.00
CDC 2392891	CARIBOU EAST	26/11/2013	16/03/2015	2,912.58	25,382.00
CDC 2392892	CARIBOU EAST	26/11/2013	16/03/2015	2,912.06	25,377.46
CDC 2392893	CARIBOU EAST	26/11/2013	16/03/2015	2,912.06	25,377.46
CDC 2392894	CARIBOU EAST	26/11/2013	16/03/2015	2,912.06	25,377.46
CDC 2392895	CARIBOU EAST	26/11/2013	16/03/2015	2,912.06	25,377.45
CDC 2392896	CARIBOU EAST	26/11/2013	16/03/2015	2,912.06	25,377.45
CDC 2392897	CARIBOU EAST	26/11/2013	16/03/2015	2,912.06	25,377.45
CDC 2392898	CARIBOU EAST	26/11/2013	16/03/2015	2,911.53	25,372.91
CDC 2392899	CARIBOU EAST	26/11/2013	16/03/2015	2,911.53	25,372.91
CDC 2392900	CARIBOU EAST	26/11/2013	16/03/2015	2,911.53	25,372.91
CDC 2392901	CARIBOU EAST	26/11/2013	16/03/2015	2,913.10	25,386.54
CDC 2392902	CARIBOU EAST	26/11/2013	16/03/2015	2,912.58	25,381.99
CDC 2392903	CARIBOU EAST	26/11/2013	16/03/2015	2,912.58	25,381.99

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CDC 2392904	CARIBOU EAST	26/11/2013	16/03/2015	2,914.14	25,395.62
CDC 2392905	CARIBOU EAST	26/11/2013	16/03/2015	2,913.62	25,391.08
CDC 2392906	CARIBOU EAST	26/11/2013	16/03/2015	2,913.10	25,386.54
CDC 2392907	CARIBOU EAST	26/11/2013	16/03/2015	2,913.62	25,391.08
CDC 2392908	CARIBOU EAST	26/11/2013	16/03/2015	2,912.58	25,381.99
CDC 2392909	CARIBOU EAST	26/11/2013	16/03/2015	193.40	1,685.47
CDC 2392910	CARIBOU EAST	26/11/2013	16/03/2015	658.41	5,737.86
CDC 2392911	CARIBOU EAST	26/11/2013	16/03/2015	1,021.77	8,904.37
CDC 2392912	CARIBOU EAST	26/11/2013	16/03/2015	2,496.57	21,756.64
CDC 2392913	CARIBOU EAST	26/11/2013	16/03/2015	529.65	4,615.73
CDC 2392914	CARIBOU EAST	26/11/2013	16/03/2015	1,815.73	15,823.42
CDC 2392915	CARIBOU EAST	26/11/2013	16/03/2015	1,816.77	15,832.51
CDC 2392916	CARIBOU EAST	26/11/2013	16/03/2015	1,107.79	9,653.97
CDC 2392917	CARIBOU EAST	26/11/2013	16/03/2015	2,907.88	25,341.11
CDC 2392918	CARIBOU EAST	26/11/2013	16/03/2015	808.55	7,046.26
CDC 2392919	CARIBOU EAST	26/11/2013	16/03/2015	2,592.49	22,592.56
CDC 2392920	CARIBOU EAST	26/11/2013	16/03/2015	2,523.68	21,992.88
CDC 2392921	CARIBOU EAST	26/11/2013	16/03/2015	2,532.02	22,065.57
CDC 2392922	CARIBOU EAST	26/11/2013	16/03/2015	177.76	1,549.17

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CDC 2392923	CARIBOU EAST	26/11/2013	16/03/2015	454.58	3,961.53
CDC 2392924	CARIBOU EAST	26/11/2013	16/03/2015	2,392.83	20,852.58
CDC 2392925	CARIBOU EAST	26/11/2013	16/03/2015	2,913.63	25,391.09
CDC 2392926	CARIBOU EAST	26/11/2013	16/03/2015	2,913.63	25,391.09
CDC 2392927	CARIBOU EAST	26/11/2013	16/03/2015	1,526.92	13,306.58
CDC 2392928	CARIBOU EAST	26/11/2013	16/03/2015	1,521.19	13,256.60
CDC 2392929	CARIBOU EAST	26/11/2013	16/03/2015	1,522.23	13,265.69
CDC 2392930	CARIBOU EAST	26/11/2013	16/03/2015	1,103.10	9,613.08
CDC 2392931	CARIBOU EAST	26/11/2013	16/03/2015	1,527.45	13,311.12
CDC 2392932	CARIBOU EAST	26/11/2013	16/03/2015	1,526.40	13,302.03
CDC 2392933	CARIBOU EAST	26/11/2013	16/03/2015	1,525.88	13,297.49
TOTALS				306,528.08	2,671,270.31

B. Castagnier Property

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CL 3893721	CASTAGNIER	27/05/1980	08/05/2015	1,000.00	14268.09

C. Hébecourt Property

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CDC 1049038	HEBECOURT	07/02/2002	06/02/2016	2,500.00	0.00
CDC 1049039	HEBECOURT	07/02/2002	06/02/2016	2,500.00	0.00
CDC 1049040	HEBECOURT	07/02/2002	06/02/2016	2,500.00	0.00
CDC 1049045	HEBECOURT	07/02/2002	06/02/2016	2,500.00	0.00
CDC 105840	HEBECOURT	02/12/2005	01/12/2015	1,800.00	0.00
CDC 105841	HEBECOURT	02/12/2005	01/12/2015	1,800.00	0.00
CDC 105842	HEBECOURT	02/12/2005	01/12/2015	1,800.00	0.00
CDC 105843	HEBECOURT	02/12/2005	01/12/2015	1,800.00	0.00
CDC 9469	HEBECOURT	17/12/2003	16/12/2015	1,800.00	0.00
CDC 9470	HEBECOURT	17/12/2003	16/12/2015	1,800.00	0.00
CDC 9471	HEBECOURT	17/12/2003	16/12/2015	1,800.00	0.00
CDC 9472	HEBECOURT	17/12/2003	16/12/2015	1,800.00	0.00
CDC 9473	HEBECOURT	17/12/2003	16/12/2015	1,800.00	0.00
CDC 9474	HEBECOURT	17/12/2003	16/12/2015	1,800.00	0.00
CDC 9475	HEBECOURT	17/12/2003	16/12/2015	1,800.00	0.00
CL 3680221	HEBECOURT	11/07/1977	24/06/2015	2,500.00	0.00
CL 3680222	HEBECOURT	11/07/1977	24/06/2015	2,500.00	0.00

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CL 3680231	HEBECOURT	11/07/1977	24/06/2015	1,000.00	18,859.28
CL 3680232	HEBECOURT	11/07/1977	24/06/2015	1,000.00	6,964.82
CL 3680233	HEBECOURT	11/07/1977	24/06/2015	2,500.00	6,135.94
CL 3707282	HEBECOURT	28/03/1978	11/03/2015	2,500.00	0.00
CL 3707291	HEBECOURT	28/03/1978	11/03/2015	2,500.00	1,094.21
CL 3707292	HEBECOURT	28/03/1978	11/03/2015	2,500.00	0.00
CL 3707601	HEBECOURT	28/03/1978	09/03/2015	2,500.00	0.00
CL 3707602	HEBECOURT	28/03/1978	09/03/2015	2,500.00	327.12
CL 3707611	HEBECOURT	28/03/1978	09/03/2015	2,500.00	0.00
CL 3707612	HEBECOURT	28/03/1978	09/03/2015	2,500.00	0.00
CL 4271761	HEBECOURT	21/03/1984	04/03/2015	2,500.00	0.00
CL 4271762	HEBECOURT	21/03/1984	04/03/2015	2,500.00	0.00
CL 4271771	HEBECOURT	21/03/1984	04/03/2015	2,500.00	0.00
CL 4271772	HEBECOURT	21/03/1984	04/03/2015	2,500.00	0.00
CL 4271781	HEBECOURT	21/03/1984	02/03/2015	2,500.00	0.00
CL 4271782	HEBECOURT	21/03/1984	02/03/2015	2,500.00	0.00
CL 4271791	HEBECOURT	21/03/1984	02/03/2015	2,500.00	563.04
CL 4271792	HEBECOURT	21/03/1984	02/03/2015	2,500.00	0.00
CL 4271801	HEBECOURT	21/03/1984	02/03/2015	2,500.00	5,986.78

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CL 4271802	HEBECOURT	21/03/1984	02/03/2015	2,500.00	0.00
CL 5198991	HEBECOURT	13/10/1999	12/10/2015	2,500.00	0.00
CL 5198992	HEBECOURT	13/10/1999	12/10/2015	2,500.00	647.09
CL 5198993	HEBECOURT	13/10/1999	12/10/2015	2,500.00	27.16
CL 5198994	HEBECOURT	13/10/1999	12/10/2015	2,500.00	0.00
CL 5198995	HEBECOURT	13/10/1999	12/10/2015	2,500.00	0.00
CL 5198996	HEBECOURT	13/10/1999	12/10/2015	2,500.00	0.00
CL 5198997	HEBECOURT	13/10/1999	12/10/2015	2,500.00	0.00
CL 5198998	HEBECOURT	13/10/1999	12/10/2015	2,500.00	0.00
CL 5244040	HEBECOURT	29/09/1999	28/09/2015	2,500.00	0.00
CL 5244041	HEBECOURT	29/09/1999	28/09/2015	2,500.00	0.00
CL 5244042	HEBECOURT	29/09/1999	28/09/2015	2,500.00	0.00
CL 5244043	HEBECOURT	29/09/1999	28/09/2015	2,500.00	0.00
CL 5244044	HEBECOURT	29/09/1999	28/09/2015	2,500.00	0.00
CL 5244045	HEBECOURT	29/09/1999	28/09/2015	2,500.00	0.00
CL 5245340	HEBECOURT	08/05/2000	07/05/2016	2,500.00	0.00
CL 5245341	HEBECOURT	08/05/2000	07/05/2016	2,500.00	0.00
CLO 1248762	McDIARMID	18/12/2002	18/12/2017	1,600.00	0.00
TOTALS				123,400	40,605.44

D. Landrienne Property

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CL 3236121	LANDRIENNE	16/06/1989	15/06/2015	2,500.00	54,580.80
CL 3236122	LANDRIENNE	16/06/1989	15/06/2015	2,500.00	63,346.40
CL 3236131	LANDRIENNE	16/06/1989	15/06/2015	2,500.00	18,767.46
CL 3236132	LANDRIENNE	16/06/1989	15/06/2015	2,500.00	42,469.41
CL 3236141	LANDRIENNE	16/06/1989	15/06/2015	2,500.00	0.00
CL 3236142	LANDRIENNE	16/06/1989	15/06/2015	2,500.00	2,289.91
CL 3248341	LANDRIENNE	11/04/1989	10/04/2015	1,000.00	0.00
CL 3248342	LANDRIENNE	11/04/1989	10/04/2015	2,500.00	0.00
CL 3248351	LANDRIENNE	12/04/1989	11/04/2015	2,500.00	0.00
CL 3248352	LANDRIENNE	12/04/1989	11/04/2015	2,500.00	0.00
CL 3248361	LANDRIENNE	12/04/1989	11/04/2015	2,500.00	0.00
CL 3260431	LANDRIENNE	15/11/1988	14/11/2016	2,500.00	67,736.65
CL 3260452	LANDRIENNE	24/11/1988	23/11/2016	2,500.00	0.00
CL 3260461	LANDRIENNE	24/11/1988	23/11/2016	2,500.00	15,295.76
CL 3260462	LANDRIENNE	24/11/1988	23/11/2016	2,500.00	0.00
CL 3260471	LANDRIENNE	24/11/1988	23/11/2016	2,500.00	0.00
CL 3260472	LANDRIENNE	24/11/1988	23/11/2016	2,500.00	0.00

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CL 3356421	LANDRIENNE	29/04/1989	28/04/2015	2,500.00	58,658.96
CL 3356422	LANDRIENNE	29/04/1989	28/04/2015	2,500.00	0.00
CL 3356431	LANDRIENNE	29/04/1989	28/04/2015	2,500.00	18,654.66
CL 3356432	LANDRIENNE	29/04/1989	28/04/2015	2,500.00	0.00
CL 3378761	LANDRIENNE	21/08/1989	20/08/2015	2,500.00	89,438.87
CL 3659371	LANDRIENNE	11/02/1989	10/02/2015	2,500.00	0.00
CL 3659372	LANDRIENNE	11/02/1989	10/02/2015	2,500.00	0.00
CL 3659381	LANDRIENNE	11/02/1989	10/02/2015	2,500.00	0.00
CL 3659382	LANDRIENNE	11/02/1989	10/02/2015	2,500.00	0.00
CL 3695652	LANDRIENNE	24/12/1988	23/12/2016	2,500.00	0.00
CL 4032491	LANDRIENNE	06/02/1989	05/02/2015	2,500.00	0.00
CL 4032492	LANDRIENNE	06/02/1989	05/02/2015	2,500.00	0.00
CL 4134421	LANDRIENNE	20/07/1989	19/07/2015	2,500.00	0.00
CL 4134422	LANDRIENNE	20/07/1989	19/07/2015	2,500.00	0.00
CL 4175281	LANDRIENNE	20/07/1989	19/07/2015	2,500.00	0.00
CL 4175282	LANDRIENNE	20/07/1989	19/07/2015	2,500.00	0.00
CL 4175292	LANDRIENNE	20/07/1989	19/07/2015	2,500.00	0.00
CL 5146490	LANDRIENNE	06/02/1996	05/02/2016	2,500.00	0.00
CL 5146491	LANDRIENNE	06/02/1996	05/02/2016	2,500.00	0.00

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CL 5146492	LANDRIENNE	06/02/1996	05/02/2016	2,500.00	0.00
CL 5146493	LANDRIENNE	06/02/1996	05/02/2016	2,500.00	0.00
CL 5146494	LANDRIENNE	06/02/1996	05/02/2016	2,500.00	0.00
CL 5146495	LANDRIENNE	06/02/1996	05/02/2016	2,500.00	0.00
CL 5146496	LANDRIENNE	06/02/1996	05/02/2016	2,500.00	0.00
CL 5146497	LANDRIENNE	06/02/1996	05/02/2016	2,500.00	0.00
CL 5146498	LANDRIENNE	06/02/1996	05/02/2016	2,500.00	0.00
CL 5146499	LANDRIENNE	06/02/1996	05/02/2016	2,500.00	0.00
CL 5146500	LANDRIENNE	06/02/1996	05/02/2016	2,500.00	0.00
CL 5146501	LANDRIENNE	06/02/1996	05/02/2016	2,500.00	0.00
CL 5186065	LANDRIENNE	18/02/1997	17/02/2015	2,500.00	0.00
CL 5186066	LANDRIENNE	18/02/1997	17/02/2015	2,500.00	0.00
CL 5214265	LANDRIENNE	23/06/1997	22/06/2015	2,500.00	0.00
CL 5214266	LANDRIENNE	23/06/1997	22/06/2015	2,500.00	0.00
CL 5214267	LANDRIENNE	23/06/1997	22/06/2015	2,500.00	0.00
CL 5214268	LANDRIENNE	23/06/1997	22/06/2015	2,500.00	0.00
CL 5219516	LANDRIENNE	10/02/1998	09/02/2016	2,500.00	0.00
CL 5219517	LANDRIENNE	10/02/1998	09/02/2016	2,500.00	0.00
CL 5219518	LANDRIENNE	10/02/1998	09/02/2016	2,500.00	0.00

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CL 5223547	LANDRIENNE	10/02/1998	09/02/2016	2,500.00	0.00
CL 5223548	LANDRIENNE	10/02/1998	09/02/2016	2,500.00	1,089.00
CL 5223549	LANDRIENNE	10/02/1998	09/02/2016	2,500.00	0.00
CL 5223550	LANDRIENNE	10/02/1998	09/02/2016	2,500.00	0.00
CL 5257896	LANDRIENNE	21/09/2000	20/09/2016	2,500.00	0.00
CL 5257897	LANDRIENNE	21/09/2000	20/09/2016	2,500.00	0.00
CL 5257898	LANDRIENNE	21/09/2000	20/09/2016	2,500.00	0.00
TOTALS				153,500	432,327.88

E. Lemoine Property

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CL 3177371	LEMOINE	21/08/1972	02/08/2015	1,000.00	5,734.10
CL 3177374	LEMOINE	21/08/1972	02/08/2015	1,000.00	0.00
CL 3177601	LEMOINE	20/01/1972	07/01/2017	1,000.00	0.00
CL 3177602	LEMOINE	20/01/1972	07/01/2017	1,000.00	45,094.75
CL 3177603	LEMOINE	20/01/1972	07/01/2017	1,000.00	74,376.33
CL 3177604	LEMOINE	20/01/1972	07/01/2017	1,000.00	6,073.99
CL 3177605	LEMOINE	20/01/1972	07/01/2017	1,000.00	78,058.33

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CL 3223601	LEMOINE	21/08/1972	02/08/2015	1,000.00	13,286.92
CL 3223602	LEMOINE	21/08/1972	02/08/2015	1,000.00	110,838.67
CL 3223603	LEMOINE	21/08/1972	02/08/2015	1,000.00	148,368.16
CL 3223621	LEMOINE	21/08/1972	02/08/2015	1,000.00	44,929.56
CL 3223622	LEMOINE	21/08/1972	02/08/2015	1,000.00	53,688.33
CL 3223753	LEMOINE	21/08/1972	02/08/2015	1,000.00	43,955.94
CL 322375A	LEMOINE	21/08/1972	02/08/2015	1,000.00	1,976.85
CL 322375B	LEMOINE	21/08/1972	02/08/2015	1,000.00	0.00
CL 3283245	LEMOINE	15/05/1973	20/04/2015	1,000.00	3,835.26
CL 3283801	LEMOINE	15/05/1973	16/04/2015	1,000.00	47,472.03
CL 3283802	LEMOINE	15/05/1973	16/04/2015	1,000.00	62,498.85
CL 3283803	LEMOINE	15/05/1973	16/04/2015	1,000.00	106,084.35
CL 3283804	LEMOINE	15/05/1973	16/04/2015	1,000.00	36,251.48
CL 3283812	LEMOINE	15/05/1973	17/04/2015	1,000.00	212,151.40
CL 3283815	LEMOINE	15/05/1973	17/04/2015	1,000.00	0.00
CL 3283821	LEMOINE	15/05/1973	18/04/2015	1,000.00	75,457.93
CL 3283823	LEMOINE	15/05/1973	18/04/2015	1,000.00	11,939.64
CL 3283824	LEMOINE	15/05/1973	18/04/2015	1,000.00	46,959.30
CL 3283825	LEMOINE	15/05/1973	18/04/2015	1,000.00	97,714.62

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CL 3283831	LEMOINE	15/05/1973	19/04/2015	1,000.00	14,165.05
CL 3283832	LEMOINE	15/05/1973	19/04/2015	1,000.00	32,677.44
CL 3283833	LEMOINE	15/05/1973	19/04/2015	1,000.00	45,208.78
CL 3283834	LEMOINE	15/05/1973	19/04/2015	1,000.00	58,298.97
CL 3283841	LEMOINE	15/05/1973	16/04/2015	1,000.00	21,912.32
CL 3283842	LEMOINE	15/05/1973	16/04/2015	1,000.00	13,190.14
CL 3283843	LEMOINE	15/05/1973	16/04/2015	1,000.00	60,212.76
CL 3283844	LEMOINE	15/05/1973	16/04/2015	1,000.00	45,482.03
CL 3283845	LEMOINE	15/05/1973	16/04/2015	1,000.00	13,760.16
CL 3283851	LEMOINE	14/05/1973	17/04/2015	1,000.00	2,428.79
CL 3283852	LEMOINE	14/05/1973	17/04/2015	1,000.00	0.00
CL 3283853	LEMOINE	14/05/1973	17/04/2015	1,000.00	0.00
CL 3283854	LEMOINE	14/05/1973	17/04/2015	1,000.00	0.00
CL 3283855	LEMOINE	14/05/1973	17/04/2015	1,000.00	2,428.79
CL 3283861	LEMOINE	14/05/1973	18/04/2015	1,000.00	2,428.79
CL 3283862	LEMOINE	14/05/1973	18/04/2015	1,000.00	2,428.79
CL 3283863	LEMOINE	14/05/1973	18/04/2015	1,000.00	0.00
CL 3283864	LEMOINE	14/05/1973	18/04/2015	1,000.00	0.00
CL 3283871	LEMOINE	14/05/1973	19/04/2015	1,000.00	0.00

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CL 3283872	LEMOINE	14/05/1973	19/04/2015	1,000.00	2,428.79
CL 3283873	LEMOINE	14/05/1973	19/04/2015	1,000.00	2,428.79
CL 3283874	LEMOINE	14/05/1973	19/04/2015	1,000.00	0.00
CL 3283881	LEMOINE	15/05/1973	16/04/2015	1,000.00	11,063.32
CL 3283882	LEMOINE	14/05/1973	16/04/2015	1,000.00	0.00
CL 3283883	LEMOINE	14/05/1973	16/04/2015	1,000.00	0.00
CL 3283885	LEMOINE	14/05/1973	16/04/2015	1,000.00	97,290.23
CL 3283891	LEMOINE	14/05/1973	17/04/2015	1,000.00	0.00
CL 3283892	LEMOINE	14/05/1973	17/04/2015	1,000.00	0.00
CL 3283894	LEMOINE	15/05/1973	17/04/2015	1,000.00	0.00
CL 3283895	LEMOINE	15/05/1973	17/04/2015	1,000.00	0.00
CL 3283901	LEMOINE	15/05/1973	18/04/2015	1,000.00	0.00
CL 3283902	LEMOINE	15/05/1973	18/04/2015	1,000.00	0.00
CL 3283903	LEMOINE	15/05/1973	18/04/2015	1,000.00	74,960.85
CL 3283904	LEMOINE	15/05/1973	18/04/2015	1,000.00	92,888.27
CL 3283905	LEMOINE	15/05/1973	18/04/2015	1,000.00	2,428.79
CL 3283911	LEMOINE	14/05/1973	19/04/2015	1,000.00	11,371.56
CL 3283912	LEMOINE	14/05/1973	19/04/2015	1,000.00	53,820.50
CL 3283913	LEMOINE	14/05/1973	19/04/2015	1,000.00	7,833.18

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CL 3283914	LEMOINE	14/05/1973	19/04/2015	1,000.00	25,485.83
CL 3283915	LEMOINE	14/05/1973	19/04/2015	1,000.00	29,284.02
CL 3284072	LEMOINE	14/05/1973	23/04/2015	1,000.00	65,042.74
CL 3284073	LEMOINE	14/05/1973	23/04/2015	1,000.00	23,648.78
CL 3284074	LEMOINE	14/05/1973	23/04/2015	1,000.00	34,596.77
CL 3284075	LEMOINE	14/05/1973	23/04/2015	1,000.00	21,073.49
CL 3284211	LEMOINE	15/05/1973	25/04/2015	1,000.00	0.00
CL 3284212	LEMOINE	15/05/1973	25/04/2015	1,000.00	0.00
CL 3284231	LEMOINE	14/05/1973	24/04/2015	1,000.00	0.00
CL 3284232	LEMOINE	14/05/1973	24/04/2015	1,000.00	39,741.44
CL 3284233	LEMOINE	14/05/1973	24/04/2015	1,000.00	3,961.75
CL 3284234	LEMOINE	14/05/1973	24/04/2015	1,000.00	29,872.52
CL 3284235	LEMOINE	14/05/1973	24/04/2015	1,000.00	0.00
CL 3284251	LEMOINE	15/05/1973	25/04/2015	1,000.00	27,021.14
CL 3284252	LEMOINE	15/05/1973	25/04/2015	1,000.00	2,428.79
CL 3284253	LEMOINE	15/05/1973	25/04/2015	1,000.00	2,428.79
CL 3284254	LEMOINE	15/05/1973	25/04/2015	1,000.00	0.00
CL 3284255	LEMOINE	15/05/1973	25/04/2015	1,000.00	0.00
CL 3284264	LEMOINE	14/05/1973	24/04/2015	1,000.00	20,763.63

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CL 3284265	LEMOINE	14/05/1973	24/04/2015	1,000.00	0.00
CL 3284283	LEMOINE	15/05/1973	24/04/2015	1,000.00	16,151.75
CL 3284285	LEMOINE	15/05/1973	24/04/2015	1,000.00	2,428.79
CL 3284331	LEMOINE	17/05/1973	29/04/2015	1,000.00	18,378.04
CL 3284332	LEMOINE	17/05/1973	29/04/2015	1,000.00	0.00
CL 3284333	LEMOINE	17/05/1973	29/04/2015	1,000.00	50,278.38
CL 3284334	LEMOINE	17/05/1973	29/04/2015	1,000.00	42,196.87
CL 3284335	LEMOINE	17/05/1973	29/04/2015	1,000.00	0.00
CL 3383185	LEMOINE	15/10/1973	25/09/2015	1,000.00	0.00
CL 3383191	LEMOINE	15/10/1973	26/09/2015	1,000.00	0.00
CL 3383204	LEMOINE	15/10/1973	27/09/2015	1,000.00	0.00
CL 3383205	LEMOINE	15/10/1973	27/09/2015	1,000.00	0.00
CL 3383231	LEMOINE	15/10/1973	27/09/2015	1,000.00	0.00
CL 3383232	LEMOINE	15/10/1973	27/09/2015	1,000.00	0.00
CL 3383233	LEMOINE	15/10/1973	27/09/2015	1,000.00	0.00
CL 3383234	LEMOINE	15/10/1973	27/09/2015	1,000.00	0.00
CL 3383235	LEMOINE	15/10/1973	27/09/2015	1,000.00	0.00
CL 3400122	LEMOINE	29/10/1973	09/10/2015	1,000.00	0.00
CL 3400123	LEMOINE	29/10/1973	09/10/2015	1,000.00	15,075.31

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CL 3400124	LEMOINE	29/10/1973	09/10/2015	1,000.00	0.00
CL 3400125	LEMOINE	29/10/1973	09/10/2015	1,000.00	0.00
CL 3400131	LEMOINE	29/10/1973	10/10/2015	1,000.00	0.00
CL 3400132	LEMOINE	29/10/1973	10/10/2015	1,000.00	0.00
CL 3400134	LEMOINE	29/10/1973	10/10/2015	1,000.00	0.00
CL 3739421	LEMOINE	01/11/1978	15/10/2015	1,000.00	2,428.79
CL 3739422	LEMOINE	01/11/1978	15/10/2015	1,000.00	2,428.78
CL 3739423	LEMOINE	01/11/1978	15/10/2015	1,000.00	0.00
CL 3739424	LEMOINE	01/11/1978	15/10/2015	1,000.00	0.00
CL 3739425	LEMOINE	01/11/1978	15/10/2015	1,000.00	0.00
CL 3739431	LEMOINE	01/11/1978	15/10/2015	1,000.00	0.00
CL 3746571	LEMOINE	27/11/1978	08/11/2016	1,000.00	0.00
CL 3748981	LEMOINE	27/11/1978	31/10/2016	1,000.00	0.00
CL 3748983	LEMOINE	27/11/1978	31/10/2016	1,000.00	0.00
CL 3748992	LEMOINE	27/11/1978	01/11/2016	1,000.00	0.00
CL 3748994	LEMOINE	27/11/1978	01/11/2016	1,000.00	0.00
CL 4060224	LEMOINE	21/07/1989	21/07/2015	1,000.00	0.00
CL 4061151	LEMOINE	21/07/1989	21/07/2015	1,000.00	98,196.72
CL 4061152	LEMOINE	21/07/1989	21/07/2015	1,000.00	22,650.27

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CL 4061153	LEMOINE	21/07/1989	21/07/2015	1,000.00	3,616.27
CL 4061154	LEMOINE	21/07/1989	21/07/2015	1,000.00	0.00
CL 4061155	LEMOINE	21/07/1989	21/07/2015	1,000.00	0.00
CL 4061161	LEMOINE	20/07/1989	20/07/2015	1,000.00	200,912.03
CL 4061162	LEMOINE	20/07/1989	20/07/2015	1,000.00	55,236.46
CL 4061163	LEMOINE	20/07/1989	20/07/2015	1,000.00	87,121.90
CL 4061164	LEMOINE	20/07/1989	20/07/2015	1,000.00	70,198.87
CL 4061191	LEMOINE	25/07/1989	25/07/2015	1,000.00	89,843.77
CL 4061192	LEMOINE	25/07/1989	25/07/2015	1,000.00	63,863.60
CL 4061193	LEMOINE	25/07/1989	25/07/2015	1,000.00	0.00
CL 4061194	LEMOINE	25/07/1989	25/07/2015	1,000.00	26,274.49
CL 4061195	LEMOINE	25/07/1989	25/07/2015	1,000.00	5,869.80
CL 4533402	LEMOINE	05/02/1987	05/01/2017	1,000.00	0.00
CL 4533403	LEMOINE	05/02/1987	05/01/2017	1,000.00	100,150.41
CL 4533404	LEMOINE	05/02/1987	05/01/2017	1,000.00	23,561.38
CL 4591121	LEMOINE	20/08/1987	29/06/2015	1,000.00	23,664.68
CL 4591122	LEMOINE	20/08/1987	29/06/2015	1,000.00	52,938.98
CL 4591123	LEMOINE	20/08/1987	29/06/2015	1,000.00	35,905.03
CL 4591124	LEMOINE	20/08/1987	29/06/2015	1,000.00	62,578.70

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CL 4591125	LEMOINE	20/08/1987	29/06/2015	1,000.00	2,428.78
CL 4665212	LEMOINE	19/01/1988	09/12/2016	1,000.00	18,002.87
CL 4665213	LEMOINE	19/01/1988	09/12/2016	1,000.00	4,998.46
CL 4665214	LEMOINE	19/01/1988	09/12/2016	1,000.00	21,717.09
CL 4665215	LEMOINE	19/01/1988	09/12/2016	1,000.00	61,037.75
CL 4665221	LEMOINE	19/01/1988	10/12/2016	1,000.00	42,756.59
CL 4665222	LEMOINE	19/01/1988	10/12/2016	1,000.00	1,428.78
CL 5081920	LEMOINE	15/12/1992	14/12/2016	1,000.00	9,522.19
CL 5081921	LEMOINE	15/12/1992	14/12/2016	1,000.00	7,452.35
CL 5081922	LEMOINE	15/12/1992	14/12/2016	1,000.00	0.00
CL 5081923	LEMOINE	15/12/1992	14/12/2016	1,000.00	0.00
CL 5081924	LEMOINE	15/12/1992	14/12/2016	1,000.00	0.00
CL 5081925	LEMOINE	15/12/1992	14/12/2016	1,000.00	0.00
CL 5081926	LEMOINE	15/12/1992	14/12/2016	1,000.00	18,488.65
CL 5081927	LEMOINE	15/12/1992	14/12/2016	1,000.00	0.00
CL 5081929	LEMOINE	15/12/1992	14/12/2016	1,000.00	0.00
CL 5081930	LEMOINE	15/12/1992	14/12/2016	1,000.00	0.00
CL 5081931	LEMOINE	15/12/1992	14/12/2016	1,000.00	18,593.28
CL 5081932	LEMOINE	15/12/1992	14/12/2016	1,000.00	20,717.60

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CL 5081933	LEMOINE	15/12/1992	14/12/2016	1,000.00	0.00
CL 5081934	LEMOINE	15/12/1992	14/12/2016	1,000.00	4,255.96
CL 5081935	LEMOINE	15/12/1992	14/12/2016	1,000.00	15,957.03
CL 5081936	LEMOINE	15/12/1992	14/12/2016	1,000.00	0.00
CL 5081937	LEMOINE	15/12/1992	14/12/2016	1,000.00	0.00
CL 5081938	LEMOINE	15/12/1992	14/12/2016	1,000.00	0.00
CL 5081939	LEMOINE	15/12/1992	14/12/2016	1,000.00	984.30
CL 5081940	LEMOINE	15/12/1992	14/12/2016	1,000.00	26,991.77
CL 5081941	LEMOINE	15/12/1992	14/12/2016	1,000.00	0.00
CL 5081942	LEMOINE	15/12/1992	14/12/2016	1,000.00	12,177.82
CL 5081943	LEMOINE	15/12/1992	14/12/2016	1,000.00	15,124.72
CL 5081944	LEMOINE	15/12/1992	14/12/2016	1,000.00	0.00
CL 5081945	LEMOINE	15/12/1992	14/12/2016	1,000.00	23,999.05
CL 5081946	LEMOINE	15/12/1992	14/12/2016	1,000.00	31,552.74
CL 5081947	LEMOINE	15/12/1992	14/12/2016	1,000.00	0.00
CL 5081948	LEMOINE	15/12/1992	14/12/2016	1,000.00	0.00
CL 5081949	LEMOINE	15/12/1992	14/12/2016	1,000.00	0.00
CL 5081950	LEMOINE	15/12/1992	14/12/2016	1,000.00	0.00
CL 5205525	LEMOINE	20/04/1999	19/04/2015	1,000.00	0.00

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CL 5205526	LEMOINE	20/04/1999	19/04/2015	1,000.00	0.00
CL 5205533	LEMOINE	20/04/1999	19/04/2015	1,000.00	0.00
CL 5205534	LEMOINE	20/04/1999	19/04/2015	1,000.00	0.00
CL 5205535	LEMOINE	20/04/1999	19/04/2015	1,000.00	0.00
CL 5205536	LEMOINE	20/04/1999	19/04/2015	1,000.00	0.00
CL 5205537	LEMOINE	20/04/1999	19/04/2015	1,000.00	0.00
CL 5205538	LEMOINE	20/04/1999	19/04/2015	1,000.00	0.00
CL 5205540	LEMOINE	20/04/1999	19/04/2015	1,000.00	0.00
CL 5205541	LEMOINE	20/04/1999	19/04/2015	1,000.00	0.00
CL 5205542	LEMOINE	20/04/1999	19/04/2015	1,000.00	0.00
CL 5205543	LEMOINE	20/04/1999	19/04/2015	1,000.00	0.00
CL 5205544	LEMOINE	20/04/1999	19/04/2015	1,000.00	0.00
CL 5228799	LEMOINE	28/06/1999	27/06/2015	1,000.00	0.00
CL 5228800	LEMOINE	28/06/1999	27/06/2015	1,000.00	0.00
CL 5228801	LEMOINE	28/06/1999	27/06/2015	1,000.00	0.00
CL 5228802	LEMOINE	28/06/1999	27/06/2015	1,000.00	10,865.94
CL 5228803	LEMOINE	19/10/1999	18/10/2015	2,500.00	220,188.60
CL 5228804	LEMOINE	19/10/1999	18/10/2015	1,000.00	2,965.83
CL 5228805	LEMOINE	19/10/1999	18/10/2015	1,000.00	9,678.30

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CL 5228806	LEMOINE	19/10/1999	18/10/2015	1,000.00	21,141.27
CL 5253609	LEMOINE	13/12/2006	12/12/2016	750.00	43,032.32
TOTALS				200,250	4,161,243.68

F. Normetal West Property

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CLO 3006653	JOE LAKE	13/03/2007	13/03/2015	0.00	0.00
CLO 3006654	JOE LAKE	13/03/2007	13/03/2015	0.00	0.00
CLO 3006657	JOE LAKE	13/03/2007	13/03/2015	0.00	0.00
CLO 3005323	NORMETAL WEST	02/02/2007	02/02/2015	0.00	0.00
CLO 3007489	NORMETAL WEST	05/01/2007	05/01/2015	0.00	0.00
CLO 3007490	NORMETAL WEST	11/01/2007	11/01/2015	0.00	0.00
CLO 4217137	NORMETAL WEST	05/01/2007	05/01/2015	0.00	0.00
CLO 4217139	NORMETAL WEST	05/01/2007	05/01/2015	0.00	0.00
CLO 4217140	NORMETAL WEST	05/01/2007	05/01/2015	0.00	0.00
CLO 4217141	NORMETAL WEST	05/01/2007	05/01/2015	0.00	0.00

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CLO 4217143	NORMETAL WEST	05/01/2007	05/01/2015	0.00	0.00
CLO 4217144	NORMETAL WEST	05/01/2007	05/01/2015	0.00	0.00
CLO 4217145	NORMETAL WEST	11/01/2007	11/01/2015	0.00	0.00
CLO 4217146	NORMETAL WEST	05/01/2007	05/01/2015	0.00	0.00
CLO 4217147	NORMETAL WEST	05/01/2007	05/01/2015	0.00	0.00
CLO 4217148	NORMETAL WEST	02/02/2007	02/02/2015	0.00	0.00
CLO 4217149	NORMETAL WEST	11/01/2007	11/01/2015	0.00	0.00
CLO 4217151	NORMETAL WEST	11/01/2007	11/01/2015	0.00	0.00
CLO 4217153	NORMETAL WEST	11/01/2007	11/01/2015	0.00	0.00
CLO 4217159	NORMETAL WEST	11/01/2007	11/01/2015	0.00	0.00
CLO 4217160	NORMETAL WEST	11/01/2007	11/01/2015	0.00	0.00
CLO 4217161	NORMETAL WEST	11/01/2007	11/01/2015	0.00	0.00
CLO 4217162	NORMETAL WEST	11/01/2007	11/01/2015	0.00	0.00
CLO 4217163	NORMETAL WEST	11/01/2007	11/01/2015	0.00	0.00

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CLO 4217164	NORMETAL WEST	11/01/2007	11/01/2015	0.00	0.00
CLO 4217166	NORMETAL WEST	11/01/2007	11/01/2015	0.00	0.00
CLO 4225581	NORMETAL WEST	18/12/2007	18/12/2014	0.00	0.00
CLO 4225582	NORMETAL WEST	18/12/2007	18/12/2015	0.00	173,944.00
TOTALS				0.00	173,944.00

G. Selbaie West Property

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CDC 1100162	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	7,073.61
CDC 1100163	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	6,206.72
CDC 1100164	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	6,206.72
CDC 1100165	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	0.00
CDC 1100166	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	0.00
CDC 1100167	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	0.00
CDC 1100168	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	0.00
CDC 1100169	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	0.00
CDC 1100170	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	0.00

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CDC 1100171	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	0.00
CDC 1100176	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	6,206.72
CDC 1100177	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	6,206.72
CDC 1100178	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	6,206.72
CDC 1100179	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	0.00
CDC 1100180	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	0.00
CDC 1100181	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	0.00
CDC 1100182	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	0.00
CDC 1100183	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	2,876.32
CDC 1100184	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	0.00
CDC 1100185	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	0.00
CDC 1100186	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	0.00
CDC 1100187	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	0.00
CDC 1100189	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	0.00
CDC 1100190	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	0.00
CDC 1100191	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	0.00
CDC 1100192	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	0.00
CDC 1100193	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	0.00
CDC 1100194	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	0.00

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CDC 1100195	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	0.00
CDC 1100196	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	0.00
CDC 1100197	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	0.00
CDC 1100198	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	0.00
CDC 1100199	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	15,962.76
CDC 1100200	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	0.00
CDC 1100201	SELBAIE WEST	20/08/2002	19/08/2016	2,500.00	0.00
CDC 2135256	SELBAIE WEST	02/11/2007	01/11/2015	1,800.00	0.00
CDC 2135257	SELBAIE WEST	02/11/2007	01/11/2015	1,800.00	0.00
CDC 2135258	SELBAIE WEST	02/11/2007	01/11/2015	1,800.00	0.00
CDC 2135259	SELBAIE WEST	02/11/2007	01/11/2015	1,800.00	0.00
CDC 2135260	SELBAIE WEST	02/11/2007	01/11/2015	1,800.00	0.00
CDC 2135261	SELBAIE WEST	02/11/2007	01/11/2015	1,800.00	38,772.18
CDC 2135262	SELBAIE WEST	02/11/2007	01/11/2015	1,800.00	0.00
CDC 2135263	SELBAIE WEST	02/11/2007	01/11/2015	1,800.00	0.00
CDC 2135264	SELBAIE WEST	02/11/2007	01/11/2015	1,800.00	0.00
CDC 2135265	SELBAIE WEST	02/11/2007	01/11/2015	1,800.00	21,972.18
CDC 2135266	SELBAIE WEST	02/11/2007	01/11/2015	1,800.00	0.00
CDC 2135267	SELBAIE WEST	02/11/2007	01/11/2015	1,800.00	0.00

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CDC 2135268	SELBAIE WEST	02/11/2007	01/11/2015	1,800.00	0.00
CDC 2135269	SELBAIE WEST	02/11/2007	01/11/2015	1,800.00	0.00
CDC 2135270	SELBAIE WEST	02/11/2007	01/11/2015	1,800.00	0.00
CDC 2135271	SELBAIE WEST	02/11/2007	01/11/2015	1,800.00	0.00
CDC 2153074	SELBAIE WEST	21/05/2008	20/05/2016	1,800.00	1,953.27
CDC 2153075	SELBAIE WEST	21/05/2008	20/05/2016	1,800.00	5,553.27
CDC 2153076	SELBAIE WEST	21/05/2008	20/05/2016	1,800.00	5,553.27
CDC 2153077	SELBAIE WEST	21/05/2008	20/05/2016	1,800.00	30,352.70
CDC 2153078	SELBAIE WEST	21/05/2008	20/05/2016	1,800.00	1,953.27
CDC 2153079	SELBAIE WEST	21/05/2008	20/05/2016	1,800.00	1,953.27
CDC 2153080	SELBAIE WEST	21/05/2008	20/05/2016	1,800.00	36,841.80
CDC 2153081	SELBAIE WEST	21/05/2008	20/05/2016	1,800.00	55,403.95
CDC 2153082	SELBAIE WEST	21/05/2008	20/05/2016	1,800.00	84,908.37
CDC 2153083	SELBAIE WEST	21/05/2008	20/05/2016	1,800.00	13,559.97
CDC 2153084	SELBAIE WEST	21/05/2008	20/05/2016	1,800.00	13,559.97
CDC 2153085	SELBAIE WEST	21/05/2008	20/05/2016	1,800.00	3,753.26
CDC 2153086	SELBAIE WEST	21/05/2008	20/05/2016	1,800.00	44,102.76
CDC 2153087	SELBAIE WEST	21/05/2008	20/05/2016	1,800.00	3,753.26
CDC 2153088	SELBAIE WEST	21/05/2008	20/05/2016	1,800.00	6,806.71

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CDC 2153089	SELBAIE WEST	21/05/2008	20/05/2016	1,800.00	6,806.71
CDC 2153090	SELBAIE WEST	21/05/2008	20/05/2016	1,800.00	6,806.71
CDC 2174902	SELBAIE WEST	01/12/2008	30/11/2016	1,800.00	0.00
CDC 2174903	SELBAIE WEST	01/12/2008	30/11/2016	1,800.00	0.00
CDC 2174904	SELBAIE WEST	01/12/2008	30/11/2016	1,800.00	0.00
CDC 2255179	SELBAIE WEST	22/10/2010	21/10/2016	500.00	0.00
CDC 2255180	SELBAIE WEST	22/10/2010	21/10/2016	500.00	0.00
CDC 2255181	SELBAIE WEST	22/10/2010	21/10/2016	500.00	0.00
CDC 2328592	SELBAIE WEST	21/12/2011	26/01/2017	1,800.00	38,146.96
CDC 2328593	SELBAIE WEST	21/12/2011	26/01/2017	1,800.00	29,146.96
CDC 2328594	SELBAIE WEST	21/12/2011	26/01/2017	1,800.00	11,978.95
CDC 2328595	SELBAIE WEST	21/12/2011	26/01/2017	1,800.00	34,539.77
CDC 2328596	SELBAIE WEST	21/12/2011	26/01/2017	1,800.00	22,695.91
CDC 2328597	SELBAIE WEST	21/12/2011	26/01/2017	1,800.00	22,695.91
CDC 2328598	SELBAIE WEST	21/12/2011	26/01/2017	750.00	6,252.95
CDC 2328599	SELBAIE WEST	21/12/2011	26/01/2017	750.00	5,698.93
CDC 2328600	SELBAIE WEST	21/12/2011	26/01/2017	750.00	6,432.29
CDC 2328601	SELBAIE WEST	21/12/2011	26/01/2017	1,800.00	32,308.78
CDC 2328602	SELBAIE WEST	21/12/2011	26/01/2017	1,800.00	32,315.97

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CDC 2328603	SELBAIE WEST	21/12/2011	26/01/2017	1,800.00	3,297.12
CDC 2334784	SELBAIE WEST	06/03/2012	05/03/2016	1,200.00	0.00
CDC 2334785	SELBAIE WEST	06/03/2012	05/03/2016	1,200.00	0.00
CDC 2334786	SELBAIE WEST	06/03/2012	05/03/2016	1,200.00	0.00
CDC 2371953	SELBAIE WEST	04/12/2012	03/12/2016	1,200.00	0.00
CDC 2371954	SELBAIE WEST	04/12/2012	03/12/2016	1,200.00	0.00
CDC 29162	SELBAIE WEST	19/07/2004	18/07/2016	1,800.00	0.00
CDC 29163	SELBAIE WEST	19/07/2004	18/07/2016	1,800.00	0.00
CDC 29164	SELBAIE WEST	19/07/2004	18/07/2016	1,800.00	0.00
CDC 29165	SELBAIE WEST	19/07/2004	18/07/2016	1,800.00	11,976.23
CDC 91843	SELBAIE WEST	31/08/2005	30/08/2015	1,800.00	0.00
CDC 91844	SELBAIE WEST	31/08/2005	30/08/2015	1,800.00	0.00
CDC 91845	SELBAIE WEST	31/08/2005	30/08/2015	1,800.00	11,697.81
CDC 91846	SELBAIE WEST	31/08/2005	30/08/2015	1,800.00	0.00
CDC 91847	SELBAIE WEST	31/08/2005	30/08/2015	1,800.00	0.00
CDC 91848	SELBAIE WEST	31/08/2005	30/08/2015	1,800.00	8,006.71
CDC 91849	SELBAIE WEST	31/08/2005	30/08/2015	1,800.00	0.00
CDC 91850	SELBAIE WEST	31/08/2005	30/08/2015	1,800.00	0.00
CDC 91851	SELBAIE WEST	31/08/2005	30/08/2015	1,800.00	0.00

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CDC 91852	SELBAIE WEST	31/08/2005	30/08/2015	1,800.00	0.00
TOTALS				203,450	718,504.42

H. Scott Lake Property

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CDC 2188441	OUJÉ	15/09/2009	14/09/2015	1,200.00	2,217.69
CDC 2188442	OUJÉ	15/09/2009	14/09/2015	1,200.00	3,417.69
CDC 2188443	OUJÉ	15/09/2009	14/09/2015	1,200.00	5,817.69
CDC 2188444	OUJÉ	15/09/2009	14/09/2015	1,200.00	3,417.69
CDC 2188445	OUJÉ	15/09/2009	14/09/2015	1,200.00	2,217.69
CDC 2188446	OUJÉ	15/09/2009	14/09/2015	1,200.00	5,817.70
CDC 2188451	OUJÉ	15/09/2009	14/09/2015	1,200.00	0.00
CDC 2188452	OUJÉ	15/09/2009	14/09/2015	1,200.00	0.00
CDC 2188453	OUJÉ	15/09/2009	14/09/2015	1,200.00	0.00
CDC 2188454	OUJÉ	15/09/2009	14/09/2015	1,200.00	0.00
CDC 2188455	OUJÉ	15/09/2009	14/09/2015	1,200.00	0.00
CDC 2317209	OUJÉ	12/10/2011	11/10/2015	1,200.00	0.00
CDC 2317210	OUJÉ	12/10/2011	11/10/2015	1,200.00	0.00
CDC 2317211	OUJÉ	12/10/2011	11/10/2015	1,200.00	0.00

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CDC 2330391	OUJÉ	15/02/2012	03/04/2015	2,500.00	119,165.64
CDC 2330392	OUJÉ	15/02/2012	03/04/2015	2,500.00	115,565.64
CDC 2330393	OUJÉ	15/02/2012	03/04/2015	2,500.00	119,165.64
CDC 2330394	OUJÉ	15/02/2012	03/04/2015	2,500.00	119,144.17
CDC 2330395	OUJÉ	15/02/2012	03/04/2015	2,500.00	119,144.17
CDC 2330396	OUJÉ	15/02/2012	03/04/2015	2,500.00	119,122.70
CDC 2330397	OUJÉ	15/02/2012	03/04/2015	2,500.00	119,122.70
CDC 2330398	OUJÉ	15/02/2012	03/04/2015	2,500.00	119,122.70
CDC 2330399	OUJÉ	15/02/2012	03/04/2015	2,500.00	119,101.23
CDC 2330400	OUJÉ	15/02/2012	03/04/2015	2,500.00	114,432.40
CDC 2330401	OUJÉ	15/02/2012	03/04/2015	2,500.00	119,101.23
CDC 2330402	OUJÉ	15/02/2012	03/04/2015	2,500.00	119,165.64
CDC 2330405	OUJÉ	15/02/2012	03/04/2015	2,500.00	119,101.23
CDC 2330406	OUJÉ	15/02/2012	03/04/2015	2,500.00	119,144.17
CDC 2330411	OUJÉ	15/02/2012	03/04/2015	1,000.00	35,507.11
CDC 2330412	OUJÉ	15/02/2012	03/04/2015	1,000.00	35,550.04
CDC 2330413	OUJÉ	15/02/2012	03/04/2015	1,000.00	26,592.98
CDC 2330414	OUJÉ	15/02/2012	03/04/2015	1,000.00	35,485.64
CDC 2331715	OUJÉ	08/03/2012	03/02/2015	1,800.00	3,856.49

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CDC 2331720	OUJÉ	08/03/2012	03/02/2015	1,800.00	4,413.71
CDC 2331721	OUJÉ	08/03/2012	03/02/2015	750.00	1,247.30
CDC 2331722	OUJÉ	08/03/2012	03/02/2015	1,800.00	3,957.81
CDC 2331724	OUJÉ	08/03/2012	03/02/2015	750.00	958.31
CDC 2331729	OUJÉ	08/03/2012	03/02/2015	1,800.00	4,608.02
CDC 2331730	OUJÉ	08/03/2012	03/02/2015	750.00	2,001.32
CDC 2331731	OUJÉ	08/03/2012	03/02/2015	750.00	1,027.22
CDC 2331733	OUJÉ	08/03/2012	03/02/2015	1,800.00	4,607.19
CDC 2331734	OUJÉ	08/03/2012	03/02/2015	1,800.00	4,607.20
CDC 2331739	OUJÉ	08/03/2012	03/02/2015	1,800.00	4,607.20
CDC 2331740	OUJÉ	08/03/2012	03/02/2015	1,800.00	4,607.20
CDC 2331741	OUJÉ	08/03/2012	03/02/2015	1,800.00	4,489.28
CDC 2331742	OUJÉ	08/03/2012	03/02/2015	1,800.00	2,189.00
CDC 2331743	OUJÉ	08/03/2012	03/02/2015	1,800.00	2,271.21
CDC 2331744	OUJÉ	08/03/2012	03/02/2015	1,800.00	2,311.08
CDC 2331749	OUJÉ	08/03/2012	03/02/2015	1,800.00	2,517.85
CDC 2331750	OUJÉ	08/03/2012	03/02/2015	1,800.00	2,561.87
CDC 2331751	OUJÉ	08/03/2012	03/02/2015	1,800.00	2,496.25
CDC 2330403	SCOTT	15/02/2012	03/04/2015	2,500.00	119,144.17

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CDC 2330404	SCOTT	15/02/2012	03/04/2015	2,500.00	119,122.70
CDC 2330407	SCOTT	15/02/2012	03/04/2015	2,500.00	119,165.64
CDC 2330408	SCOTT	15/02/2012	03/04/2015	2,500.00	119,144.17
CDC 2330409	SCOTT	15/02/2012	03/04/2015	2,500.00	119,122.70
CDC 2330410	SCOTT	15/02/2012	03/04/2015	2,500.00	119,101.23
CDC 2330415	SCOTT	15/02/2012	03/04/2015	2,500.00	78,441.94
CDC 2330416	SCOTT	15/02/2012	03/04/2015	2,500.00	90,248.23
CDC 2330417	SCOTT	15/02/2012	03/04/2015	2,500.00	40,533.75
CDC 2330418	SCOTT	15/02/2012	03/04/2015	2,500.00	119,165.64
CDC 2330419	SCOTT	15/02/2012	03/04/2015	2,500.00	60,860.13
CDC 2330420	SCOTT	15/02/2012	03/04/2015	2,500.00	235,069.36
CDC 2330421	SCOTT	15/02/2012	03/04/2015	2,500.00	965,293.61
CDC 2330422	SCOTT	15/02/2012	03/04/2015	2,500.00	335,334.61
CDC 2330423	SCOTT	15/02/2012	03/04/2015	2,500.00	127,118.82
CDC 2330424	SCOTT	15/02/2012	03/04/2015	2,500.00	137,291.84
CDC 2330425	SCOTT	15/02/2012	03/04/2015	2,500.00	118,929.48
CDC 2330426	SCOTT	15/02/2012	03/04/2015	2,500.00	119,144.16
CDC 2330427	SCOTT	15/02/2012	03/04/2015	2,500.00	119,144.16
CDC 2330428	SCOTT	15/02/2012	03/04/2015	2,500.00	118,671.87

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CDC 2330429	SCOTT	15/02/2012	03/04/2015	2,500.00	111,952.57
CDC 2330430	SCOTT	15/02/2012	03/04/2015	1,000.00	29,517.69
CDC 2330431	SCOTT	15/02/2012	03/04/2015	2,500.00	214,764.44
CDC 2330432	SCOTT	15/02/2012	03/04/2015	2,500.00	119,697.16
CDC 2330433	SCOTT	15/02/2012	03/04/2015	2,500.00	199,552.85
CDC 2330434	SCOTT	15/02/2012	03/04/2015	2,500.00	119,122.70
CDC 2330435	SCOTT	15/02/2012	03/04/2015	2,500.00	180,297.09
CDC 2330436	SCOTT	15/02/2012	03/04/2015	2,500.00	119,122.70
CDC 2330437	SCOTT	15/02/2012	03/04/2015	2,500.00	119,122.70
CDC 2330438	SCOTT	15/02/2012	03/04/2015	2,500.00	119,122.70
CDC 2330439	SCOTT	15/02/2012	03/04/2015	2,500.00	119,122.70
CDC 2330440	SCOTT	15/02/2012	03/04/2015	2,500.00	119,122.70
CDC 2330441	SCOTT	15/02/2012	03/04/2015	1,000.00	50,212.29
CDC 2330442	SCOTT	15/02/2012	03/04/2015	2,500.00	119,101.23
CDC 2330443	SCOTT	15/02/2012	03/04/2015	2,500.00	119,101.23
CDC 2330444	SCOTT	15/02/2012	03/04/2015	2,500.00	119,101.23
CDC 2330445	SCOTT	15/02/2012	03/04/2015	2,500.00	119,101.23
CDC 2330446	SCOTT	15/02/2012	03/04/2015	2,500.00	119,101.23
CDC 2330447	SCOTT	15/02/2012	03/04/2015	2,500.00	119,101.23

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CDC 2330448	SCOTT	15/02/2012	03/04/2015	2,500.00	119,101.23
CDC 2330449	SCOTT	15/02/2012	03/04/2015	2,500.00	119,101.23
CDC 2330450	SCOTT	15/02/2012	03/04/2015	2,500.00	119,101.23
CDC 2330451	SCOTT	15/02/2012	03/04/2015	2,500.00	119,101.23
CDC 2330452	SCOTT	15/02/2012	03/04/2015	2,500.00	119,101.23
CDC 2330453	SCOTT	15/02/2012	03/04/2015	1,000.00	24,150.85
CDC 2330454	SCOTT	15/02/2012	03/04/2015	1,000.00	85.87
CDC 2330455	SCOTT	15/02/2012	03/04/2015	2,500.00	84,431.35
CDC 2330456	SCOTT	15/02/2012	03/04/2015	2,500.00	343.48
CDC 2330457	SCOTT	15/02/2012	03/04/2015	2,500.00	58,477.25
CDC 2330458	SCOTT	15/02/2012	03/04/2015	2,500.00	57,833.23
CDC 2330459	SCOTT	15/02/2012	03/04/2015	2,500.00	57,833.23
CDC 2330460	SCOTT	15/02/2012	03/04/2015	2,500.00	58,176.70
CDC 2330461	SCOTT	15/02/2012	03/04/2015	2,500.00	58,241.10
CDC 2330462	SCOTT	15/02/2012	03/04/2015	2,500.00	58,434.31
CDC 2330463	SCOTT	15/02/2012	03/04/2015	2,500.00	58,563.12
CDC 2330464	SCOTT	15/02/2012	03/04/2015	2,500.00	58,563.12
CDC 2330465	SCOTT	15/02/2012	03/04/2015	2,500.00	58,198.17
CDC 2330466	SCOTT	15/02/2012	03/04/2015	2,500.00	57,919.09

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CDC 2330467	SCOTT	15/02/2012	03/04/2015	2,500.00	57,811.76
CDC 2330468	SCOTT	15/02/2012	03/04/2015	2,500.00	57,747.35
CDC 2330469	SCOTT	15/02/2012	03/04/2015	2,500.00	35,270.97
CDC 2330470	SCOTT	15/02/2012	03/04/2015	1,000.00	1,717.40
CDC 2331716	SCOTT-DIAGOLD	08/03/2012	03/02/2015	1,800.00	4,591.42
CDC 2331717	SCOTT-DIAGOLD	08/03/2012	03/02/2015	1,800.00	4,444.44
CDC 2331718	SCOTT-DIAGOLD	08/03/2012	03/02/2015	1,800.00	4,608.86
CDC 2331719	SCOTT-DIAGOLD	08/03/2012	03/02/2015	1,800.00	4,429.49
CDC 2331725	SCOTT-DIAGOLD	08/03/2012	03/02/2015	1,800.00	4,608.03
CDC 2331726	SCOTT-DIAGOLD	08/03/2012	03/02/2015	1,800.00	4,608.03
CDC 2331727	SCOTT-DIAGOLD	08/03/2012	03/02/2015	1,800.00	4,608.03
CDC 2331728	SCOTT-DIAGOLD	08/03/2012	03/02/2015	1,800.00	4,608.02
CDC 2331735	SCOTT-DIAGOLD	08/03/2012	03/02/2015	1,800.00	4,607.20
CDC 2331736	SCOTT-DIAGOLD	08/03/2012	03/02/2015	1,800.00	4,607.20
CDC 2331737	SCOTT-DIAGOLD	08/03/2012	03/02/2015	1,800.00	4,607.20
CDC 2331738	SCOTT-DIAGOLD	08/03/2012	03/02/2015	1,800.00	4,607.20
CDC 2331745	SCOTT-DIAGOLD	08/03/2012	03/02/2015	1,800.00	2,353.43
CDC 2331746	SCOTT-DIAGOLD	08/03/2012	03/02/2015	1,800.00	2,394.12
CDC 2331747	SCOTT-DIAGOLD	08/03/2012	03/02/2015	1,800.00	2,432.31

CLAIM#	PROJECT	RECORDING DATE	CLAIM DUE DATE	WORK REQUIRED (\$)	TOTAL RESERVE (\$)
CDC 2331748	SCOTT-DIAGOLD	08/03/2012	03/02/2015	1,800.00	2,477.16
TOTALS				262,100	9,094,259.21

For greater certainty, the foregoing claims shall include all of the real property and other property that comprises claims, including, without limitation, the unpatented mining claims and all plant, buildings, structures, camp and fueling facilities, air strip, quarry, roads, water pipelines, head frames, improvements, appurtenances, fixtures (including fixed machinery and fixed equipment), bore holes, pits, shafts, dams, located thereon or thereunder or forming part thereof (such assets, collectively, the “**Real Property**”), and all contracts, deeds, grants, conveyances and other documents and rights giving rise to or creating the Real Property, and all rights arising thereunder against third persons, in favour of the Vendor.

SCHEDULE 1.1(i)

CONTRACTS

Option, Joint-Venture, Royalty and/or Back-In Agreements in respect of the Properties

1. Option and earn-in agreement between Inmet Mining Corporation, a predecessor company to First Quantum Minerals Ltd. (“**Inmet**”), and Woodruff Capital Management Inc., a predecessor company to the Vendor (“**Woodruff**”), dated April 23, 2004 in respect of the Caribou Property and the Lemoine Property (the “**Inmet Option Agreement**”).
2. Letter agreement between Inmet and the Vendor dated June 29, 2009 in respect of an amendment to the Inmet Option Agreement (the “**Inmet Amendment Agreement**”).
3. Property Acquisition Agreement between Lounor Exploration Inc. and Woodruff dated May 31, 2006 in respect of the Lemoine Property (the “**Lounor Agreement**”).
4. Letter agreement between IAMGOLD Corporation (“**IAMGOLD**”) and the Vendor dated September 10, 2007 in respect of the Caribou Property (“**IAMGOLD Agreement**”), including, acknowledgement of the Vendor’s earn-in pursuant to the IAMGOLD Agreement and IAMGOLD’s election to not participate in future exploration budgets and programs in respect of the Caribou property and automatic conversion of IAMGOLD’s interest under the IAMGOLD Agreement to a production royalty (the “**Royalty Agreement**”).
5. Mining claim acquisition agreement between Continental Mining and Smelting Limited and the Vendor dated October 7, 2014.
6. Agreement of purchase and sale between Thundermin Resources Inc. (“**Thundermin**”) and Woodruff, dated May 25, 2005 in respect of the Scott Lake Property (the “**Thundermin Agreement**”).
7. Letter agreement between Exploration Diagold Inc. and Woodruff dated September 30, 2005 in respect of the Scott Lake Property (the “**Diagold Agreement**”).

Leases

8. Tracer Hewlett-Packard T1200PS Map Plotter lease between Groupe Financier Laplante Inc. and the Vendor dated January 27, 2011.
9. 2012 Toyota RAV4 automobile lease between Toyota Credit Canada Inc. and the Vendor dated January 29, 2013.
10. Core storage agreement between Thundermin and the Vendor dated August 1, 2008.

Miscellaneous

11. Research funding agreement between Institut National de la Recherche Scientifique and the Vendor dated November 2, 2011.

SCHEDULE 1.1(n)

ENCUMBRANCES

1. See the Royalty Agreement listed in Schedule 1.1(i) in respect of the Caribou Property.
2. See the Inmet Option Agreement in Schedule 1.1(i) in respect of the Caribou Property.
3. See the Inmet Amendment Agreement listed in Schedule 1.1(i) in respect of the Selbaie West Property, the Hébécourt Property, the Landrienne Property and the Castagnier Property.
4. See the letter agreement between Corporation Minière Inmet and Osisko Exploration Ltée dated December 10, 2002 in respect of the Hébécourt Property.
5. See the Thundermin Agreement and the Diagold Agreement in respect of the Scott Lake Property.
6. See: (i) the share purchase and sale agreement between Brindle Investments Ltd. and Inmet Mining Corporation dated January 12, 1996; (ii) the share purchase and property sale agreement between Placer Dome Canada and Inmet Mining Corporation dated September 23, 1997; and (iii) the letter agreement between Cambior Inc. and Corporation Minière Inmet dated August 29, 2002 in respect of the Landrienne Property.
7. See: (i) the acknowledgment of Yorbeau Resources Inc. to the Teck/Loubel option and joint venture agreement dated January 6, 1999; (ii) the agreement to purchase claims agreement between Genova Explorations Inc. and Inmet Mining Corporation dated July 19, 2002; and (iii) the Lounor Agreement.

SCHEDULE 1.1(p)

ENVIRONMENTAL PERMITS

Nil.

SCHEDULE 1.1(q)

EQUIPMENT

All equipment, machinery, parts, supplies, goods and inventory pertaining to or located on the Properties, including all work-in-process inventories, parts, furniture, furnishings, tools, appliances, Records and Data including Exploration Data, licenses, intellectual property, prepaid expenses, rights to refunds, books, records, technical information and all tangible and intangible property and assets, together with Vendor's title and interest in and to any other personal property, personal property interests or assets pertaining to or located on the Properties which includes, but is not limited to, the following:

OFFICE FURNITURE

<u>ITEM DESCRIPTION</u>	<u># OF ITEMS</u>
Folder Cabinet	20
Alpia (plan holder)	17
Desk	10
Chair	10
Flat File Holder	4
Library of Books	10
Drawing Table	3
Portable Booth for Congress	2
Large Board Room Table	1
Computer	8
Computer Monitor	7
External Hard Drive (1 Terabyte)	8

WAREHOUSE

<u>ITEM DESCRIPTION</u>	<u># OF ITEMS</u>
Boat Motor Mercury 30HP	1
3,500 Watt Electric Generator	1
Portable Rock Saw	1
Coreshack Rock Saw	1
Sleigh for Snowmobile	2
Large Core Racks	41
Single Core Racks	4

VEHICLES

<u>ITEM DESCRIPTION</u>	<u>SERIAL #</u>	<u>YEAR</u>	<u>MARK</u>	<u>MODEL</u>	<u>COLOUR</u>
ATV	1HFTE352174000902	2007	Honda	TRX42	Green
ATV	1HFTE352074001071	2007	Honda	TRX42	Red
Snowmobile	326202446	1995	Skidoo	Tundra	Yellow
Snowmobile	326202010	1995	Skidoo	Tundra	Yellow
Snowmobile	YH2SFWAB2AR001589	2010	Skidoo	Skandic	Yellow
Trailer	2LCUM1A1X7S000569	2007	Laroc	LA7SE	Black
Boat	250806	~1996	Lund Larson	8-14-13	Red