UNDERWRITING AGREEMENT

April 1, 2004

Quadra Mining Ltd.
c/o Paul Blythe
Suite 201
115 First Street
Collingwood, Ontario
L9Y 4W3

Attention: Paul Blythe and Bill Myckatyn

Dear Sirs:

BMO Nesbitt Burns Inc. ("**BMONB**"), Orion Securities Inc., GMP Securities Ltd., RBC Dominion Securities Inc., Dundee Securities Corporation and Macquarie North America Ltd. (collectively the "**Underwriters**" and individually, an "**Underwriter**") understand that Quadra Mining Ltd. (the "**Company**" or "**Quadra**") proposes to issue and sell to the Underwriters 24,156,000 common shares in the capital of the Company (the "**Purchased Shares**"), and at the election of the Underwriters (the "**Over-Allotment Option**"), up to an additional 3,623,400 common shares, being an additional 15% of the Purchased Shares (the common shares in respect of which such option is exercised are called the "**Over-Allotment Shares**"). The Purchased Shares and the Over-Allotment Shares are collectively referred to as the "**Offered Shares**"). The Offered Shares will be distributed in each of the provinces and territories of Canada pursuant to the Final Prospectus (defined below) and to the Accredited Investors (defined below) in the United States on a private placement basis pursuant to the U.S. Placement Memorandum (defined below). Subject to applicable law and the terms of this Agreement, the Offered Shares may also be distributed outside Canada and the United States, where they may be lawfully sold. The offering of the Offered Shares by the Company is hereinafter referred to as the "**Offering**". The price per Offered Share shall be $6.00.

The Underwriters further understand that concurrently with the closing of the issue and sale of the Purchased Shares, the Company will indirectly acquire BHP Nevada Mining Company ("**BNMC**") and BHP Nevada Railroad Company ("**BNRC**") from BHP Copper Inc. (the "**Robinson Mine Acquisition**").

Based on the foregoing and upon and subject to the terms and conditions of this agreement (the "**Underwriting Agreement**"), the Underwriters hereby severally, and not jointly, nor jointly and severally, in their respective percentages set out in this Underwriting Agreement, offer to purchase the Purchased Shares, and by its acceptance of the offer constituted by this Underwriting Agreement, the Company agrees to issue and sell to the Underwriters, at the Closing Date (as hereinafter defined), the Purchased Shares.

The Company hereby grants to the Underwriters (in accordance with the percentages set forth in Section 19) the Over-Allotment Option, being a one time non-assignable option to purchase severally, and not jointly, nor jointly and severally, the Over-Allotment Shares upon the terms and conditions set forth herein for the purpose of covering over-allotments made in connection with the Offering. The Over-Allotment Option shall be exercisable, in whole or in part by BMONB, on its own behalf and on behalf of the Underwriters, by giving written notice to the Company not later than 30 days following the Closing Date (as defined herein). Any such election to purchase Over-Allotment Shares may be exercised only by written notice from BMONB on behalf of the Underwriters, to the Company by the close of business (Vancouver time) on the 30th day following the Closing Date, such notice to set forth (i) the aggregate number of Over-Allotment Shares to be purchased, and (ii) the closing date for the Over-Allotment Shares, provided that such closing date shall not be less than three (3) Business Days and no more than seven (7) Business Days following the date of such notice. Pursuant to such notice, the Underwriters shall severally purchase, and not jointly, nor jointly and severally, and the Company shall issue and sell the number of Over-Allotment Shares indicated in such notice, in accordance with the provisions of Section 12 hereof.

All sales of Offered Shares in the United States will be made to persons the Underwriters or the U.S. Affiliates (as defined below), designate to purchase Offered Shares directly from the Company as substituted purchasers (the "**Substituted Purchasers**") and to the extent that Substituted Purchasers purchase at the Closing Time, the obligations of the Underwriters to do so will be reduced by the number of Offered Shares purchased from the Company by Substituted Purchasers.

The Underwriters and the Company acknowledge that the following terms and conditions form a part of this Underwriting Agreement:

TERM AND CONDITIONS

Section 1 Definitions and Interpretation

(1) In this agreement:

"**Accredited Investor**" means an "accredited investor" as defined in Rule 501(a) of Regulation D under the U.S. Securities Act;

"affiliate" means an affiliated entity for purposes of Ontario Securities Commission Rule 45-501 under the *Securities Act* (Ontario), as constituted at the date of this agreement;

"**Broker Warrants**" has the meaning set forth in section 13;

"**Business Day**" means any day other than a Saturday, Sunday or statutory or civic holiday in the cities of Toronto, Canada, and Vancouver, Canada;

"**Canadian Securities Laws**" means, collectively, all applicable securities laws of each of the Qualifying Jurisdictions and the respective rules and regulations under such laws

together with applicable published policy statements, notices and orders of the securities regulatory authorities in such Qualifying Jurisdictions;

"Closing Date" means April 8, 2004 or any earlier or later date as may be agreed to by the Company and the Underwriters, each acting reasonably, but will in any event not be later than September 30, 2004;

"distribution" means distribution or distribution to the public, as the case may be, for the purposes of Canadian Securities Laws or any of them;

"Financial Information" means collectively the Quadra financial statements as at September 30, 2003, December 31, 2002, and September 30, 2002, and the periods from incorporation of Quadra to December 31, 2002 and September 30, 2002, and the period from January 1, 2003 to September 30, 2003, and including the information under the heading "Management's Discussion and Analysis" all included in the Preliminary Prospectus and Final Prospectus;

"**Financial Information of the Robinson Subsidiaries**" means the combined financial statements of the Robinson Subsidiaries as at September 30, 2003, September 30, 2002, and December 31, 2002 and 2001, and the nine month period ended September 30, 2003 and September 30, 2002 and for the years ended December 31, 2002, 2001, and 2000;

"Indemnified Party" has the meaning given to that term in Section 16 of this Underwriting Agreement;

"Liens" means any encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise), including any mortgage, lien, charge, pledge or security interest, whether fixed or floating, or any assignment, lease, option, right of preemption, privilege, encumbrance, easement, servitude, right of way, restrictive covenant, right of use or any other right or claim of any kind or nature whatever which affects ownership or possession of, or title to, any interest in, or the right to use or occupy such property or assets;

"**Material Adverse Effect**" means any change, fact, or state of being which could reasonably be expected to have a significant and adverse effect on the business, affairs, operation, properties, assets, liabilities or condition (financial or otherwise) of the Company and its Subsidiaries on a consolidated basis;

"material change" means a material change for the purposes of Canadian Securities Laws or any of them or where undefined under the applicable Canadian Securities Laws of a Qualifying Jurisdiction means a change in the business, operations, assets, financial condition or capital of the Company and its Subsidiaries that would reasonably be expected to have a significant effect on the market price of the Offered Shares, and includes a decision to implement such a change made by the directors of the Company and/or its Subsidiaries;

"material fact" means a material fact for the purposes of Canadian Securities Laws or any of them, or where undefined under the applicable Canadian Securities Laws of a Qualifying Jurisdiction means a fact that significantly affects, or would reasonably be expected to have a significant effect on, the market price or value of the Offered Shares;

"misrepresentation" means a misrepresentation for the purposes of Canadian Securities Laws or any of them, or where undefined under the applicable Canadian Securities Laws of a Qualifying Jurisdiction means: (i) an untrue statement of a material fact, or (ii) an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made;

"MRRS" means the mutual reliance review system procedures provided for under National Policy 43-201 "Mutual Reliance Review System for Prospectuses and Annual Information Forms" among the securities commissions and other securities regulatory authorities in each of the provinces and territories of Canada;

"**MRRS Decision Document**" means a decision document issued by the applicable Canadian securities regulatory authority pursuant to the MRRS and which evidences the receipt by the applicable Canadian securities regulatory authority of the Qualifying Jurisdictions for the Preliminary Prospectus or the Final Prospectus, as the case may be;

"Offering Documents" means, collectively, the Preliminary Prospectus, the Final Prospectus, any Prospectus Amendment, or any Supplemental Material;

"**Preliminary Prospectus**" and "**Final Prospectus**" mean the preliminary long form prospectus of the Company dated February 20, 2004 and final long form prospectus of the Company dated the date hereof, respectively, and relating to, *inter alia,* the distribution of the Offered Shares and the Offering;

"**Prospectus Amendment**" means any amendment to any or all of the Preliminary Prospectus or the Final Prospectus required to be prepared and filed by the Company under Canadian Securities Laws in connection with the Offering;

"Qualifying Jurisdictions" means, collectively, each of the ten provinces and three territories of Canada;

"Robinson Mine Acquisition Closing" means the closing of the Robinson Mine Acquisition at 5:00 a.m. on April 8, 2004;

"**Robinson Subsidiaries**" means BNMC and BNRC, collectively;

"Securities Commissions" means the applicable securities commission or regulatory authority in each of the Qualifying Jurisdictions;

"Standard Listing Conditions" has the meaning given to that term in Section 3 of this Underwriting Agreement;

"**Stock Option Plans**" means the stock option plan of the Company as constituted on the date hereof;

"**Subsidiaries**" means the entities set out in Schedule "A" in which the Company holds the types and percentages of securities or other ownership interests therein set forth, and, at and after the Robinson Mine Acquisition Closing includes the Robinson Subsidiaries;

"subsidiary" means a subsidiary for purposes of Ontario Securities Commission Rule 45-501 under the *Securities Act* (Ontario), as constituted at the date of this agreement;

"Supplementary Material" means, collectively, any amendment to the Preliminary Prospectus or Final Prospectus, any amendment or supplemental prospectus or ancillary materials that may be filed by or on behalf of the Company under Canadian Securities Laws relating to the qualification for distribution of, *inter alia,* the Offered Shares;

"Time of Closing" means 8:30 a.m. (Toronto time)/ 5:30 a.m. (Vancouver time) on the Closing Date, or any other time on the Closing Date as may be agreed to by the Company and the Underwriters;

"**TSX**" means the Toronto Stock Exchange Inc.;

"**United States**" means the United States of America, its territories and possessions, any state of the United States, the District of Columbia, and the areas subject to the jurisdiction of the United States of America;

"**U.S. Affiliate**" of any Underwriter means the U.S. registered broker-dealer affiliate of such Underwriter that is named in the U.S. Subscription Agreement (as defined in Schedule "B");

"**U.S. Exchange Act**" means the United States Securities Exchange Act of 1934, as amended;

"**U.S. Placement Memorandum**" means the U.S. private placement memorandum, in a form satisfactory to the Underwriters, the preliminary version of which will be attached to a copy of the Preliminary Prospectus and the final version of which will be attached to the Final Prospectus, to be delivered to offerees and purchasers of the Offered Shares in the United States in accordance with Schedule "B" hereto;

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended;

"**U.S. Securities Laws**" means the applicable blue sky or securities legislation in the United States, together with the U.S. Exchange Act and the U.S. Securities Act.

(2) *Headings, etc.* The division of this Underwriting Agreement into sections, subsections, paragraphs and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Underwriting Agreement. Unless something in the subject matter or context is inconsistent therewith,

references herein to sections, subsections, paragraphs and other subdivisions are to sections, subsections, paragraphs and other subdivisions of this agreement.

(3) *Currency*. Except as otherwise indicated, all amounts expressed herein in terms of money refer to lawful currency of Canada and all payments to be made hereunder shall be made in such currency.

(4) *Knowledge.* In this Underwriting Agreement, a reference to "knowledge" of the Company, means to the best knowledge of Paul Blythe and Bill Myckatyn after due inquiry.

Section 2 Filing of Final Prospectus

(1) The Company will, as soon as possible following the execution of this Underwriting Agreement, prepare and file the Final Prospectus with the Securities Commissions in each of the Qualifying Jurisdictions, and will obtain an MRRS Decision Document in respect of the Final Prospectus as soon as possible after the filing and, in any event, not later than 10:00 a.m. (Toronto time) on April 2, 2004 (or such other time and/or later date as the Company and the Underwriters may agree) and will have taken all other steps and proceedings that may be necessary in order to qualify the Offered Shares for distribution in each of the Qualifying Jurisdictions by the Underwriters and other persons who are registered in a category permitting them to distribute the Offered Shares under Canadian Securities Laws and who comply with Canadian Securities Laws.

(2) Until the date on which the distribution of the Offered Shares is completed, the Company will promptly take, or cause to be taken, all additional steps and proceedings that may from time to time be required under Canadian Securities Laws to continue to qualify the distribution of the Offered Shares or, in the event that the Offered Shares have, for any reason, ceased so to qualify, to so qualify again the Offered Shares, as applicable, for distribution.

Section 3 Delivery of Final Prospectus and Related Matters

(1) The Company will cause to be delivered to the Underwriters, at those delivery points as the Underwriters reasonably request, as soon as possible and in any event no later than 5:00 p.m. (Toronto time) on April 5, 2004, and thereafter from time to time during the distribution of the Offered Shares, as many commercial copies of the Final Prospectus in the English language and/or the French language as the Underwriters may reasonably request. The Company will similarly cause to be delivered to the Underwriters, at those delivery points as the Underwriters may reasonably request in Canada, commercial copies of any Supplementary Material required to be delivered to purchasers or prospective purchasers of the Offered Shares. The Company has previously delivered to the Underwriters copies of the Preliminary Prospectus, approved, signed and certified as required by Canadian Securities Laws. Each delivery of the Preliminary Prospectus, the Final Prospectus or any Supplementary Material will have constituted and constitute the Company's consent to the use of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material by the Underwriters for the distribution of the Offered

Shares in the Qualifying Jurisdictions in compliance with the provisions of this Underwriting Agreement and Canadian Securities Laws.

(2) Each delivery of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material to the Underwriters by the Company in accordance with this Underwriting Agreement will constitute the representation and warranty of the Company to the Underwriters that (except for information and statements relating solely to the Underwriters and furnished by them specifically for use in such documents), at the respective times of delivery:

(a) the information and statements contained in each of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material:

(i) are true and correct and contain no misrepresentation; and

(ii) constitute full, true and plain disclosure of all material facts relating to the Offered Shares, the Company and the Robinson Subsidiaries, considered as a whole, all as required by Canadian Securities Laws;

(b) no material fact has been omitted from any of those documents which is required to be stated in the document or is necessary to make the statements therein not misleading in the light of the circumstances in which they were made; and

(c) each of the Preliminary Prospectus, the Final Prospectus and the Supplementary Material complies in all material respects with Canadian Securities Laws.

(3) The Company will also deliver to the Underwriters, without charge, in Toronto, Ontario, contemporaneously with, or prior to the filing of, the Final Prospectus, unless otherwise indicated:

(a) a copy of the Final Prospectus in the English language and a copy of the Prospectus in the French language, each manually signed on behalf of the Company in the form required by Canadian Securities Laws;

(b) a copy of any other document filed by the Company under Canadian Securities Laws in connection with the Offering;

(c) evidence satisfactory to the Underwriters of the approval (or conditional approval) of the listing and posting for trading on the TSX of the Offered Shares, subject only to satisfaction by the Company of customary post-closing conditions imposed by the TSX in similar circumstances (the "**Standard Listing Conditions**");

(d) a "long-form" comfort letter dated the date of the Final Prospectus, in form and substance satisfactory to the Underwriters and their counsel, addressed to the Underwriters, from the auditors of the Company, and based on a review completed not more than two business days prior to the date of the letter, with respect to certain financial and accounting information relating to the Company

and the Robinson Subsidiaries in the Final Prospectus, which letter shall be in addition to the auditors' report contained in the Final Prospectus and any auditors' comfort letter addressed to the Securities Commissions;

(e) an opinion of Québec counsel to the Company, addressed to the Underwriters and the Company, in form and substance satisfactory to the Underwriters and their counsel, acting reasonably, to the effect that, the French language version of the Final Prospectus, other than the Financial Information and the information appearing in the Final Prospectus related thereto is in all material respects a complete and proper translation of the English language version; and

(f) an opinion of the auditors for the Company addressed to the Underwriters and the Company, in form and substance satisfactory to the Underwriters and their legal counsel, acting reasonably, to the effect that the French translation of the Financial Information and the information appearing in the Final Prospectus related thereto is, in all material respects, a complete and proper translation of the English language version.

(4) Opinions, comfort letters and other documents substantially similar to those referred to in this section of this Underwriting Agreement will be delivered to the Underwriters and the Company, and their respective counsel, as applicable, with respect to any Supplementary Material, contemporaneously with, or prior to the filing of, any Supplementary Material.

Section 4 Material Changes During the Distribution of the Offered Shares

(1) The Company will promptly inform the Underwriters in writing during the period prior to the completion of the distribution of the Offered Shares of the full particulars of:

(a) any change (whether actual, anticipated, contemplated or proposed by, or, to the knowledge of the Company, threatened against) (whether financial or otherwise) the assets (including the Robinson Subsidiaries), liabilities (contingent or otherwise), business, affairs, operations, capital or control of the Company and the Subsidiaries, considered as a whole;

(b) any material fact which has arisen or has been discovered and would have been required to have been stated in the Final Prospectus or any Supplementary Material had that fact arisen or been discovered on, or prior to, the date of the Final Prospectus or any Supplementary Material; or

(c) any change in any material fact or any misstatement of any material fact contained in the Final Prospectus or any Supplementary Material, or whether any event, development, or state of facts that has occurred after the date of this Underwriting Agreement, which, in any case, is of such a nature as to render untrue or misleading in any material respect, any statement, or could result in any misrepresentation in the Final Prospectus or any Supplementary Material, including as a result of any of the Final Prospectus or any Supplementary Material containing an untrue statement of a material fact or omitting to state a

material fact required to be stated therein or necessary to make any statement therein not false or misleading in the light of the circumstances in which it was made.

(2) The Company will comply with section 57 of the *Securities Act* (Ontario) and with the comparable provisions of Canadian Securities Laws, and the Company will prepare and will file promptly at the request of the Underwriters, any Supplementary Material which, in the opinion of the Underwriters and their counsel, acting reasonably, may be necessary, and will, until the distribution of the Offered Shares is complete, otherwise comply with all legal requirements necessary to continue to qualify the Offered Shares for distribution in each of the Qualifying Jurisdictions.

(3) In addition to the provisions of sections 4(1) and 4(2), the Company will, in good faith, discuss with the Underwriters any change, event, development or fact contemplated in sections 4(1) and 4(2) which is of such a nature that there may be reasonable doubt as to whether written notice should be given to the Underwriters under Section 4 of this Underwriting Agreement and will consult with the Underwriters with respect to the form and content of any Supplementary Material proposed to be filed by the Company, it being understood and agreed that no such Supplementary Material will be filed with any Securities Commission until the Underwriters and their legal counsel have been given a reasonable opportunity to review and approve such material, acting reasonably.

Section 5 Due Diligence

Prior to the Time of Closing, and, if applicable, prior to the filing of any Supplementary Material, the Underwriters, their legal counsel, and technical consultants will be provided with timely access to all information required to permit them to conduct a full due diligence investigation of the Company, the Robinson Subsidiaries, and the business proposed to be conducted by the Company, provided, however, that this Section 5 shall not operate as a condition of the Offering. In particular, the Underwriters shall be permitted to conduct all due diligence that they may, in their sole discretion, require in order to fulfil their obligations under applicable securities legislation, and in that regard the Company will make available to the Underwriters, their legal counsel and technical consultants, on a timely basis, all corporate and operating records, material contracts, reserve reports, technical reports, financial information, budgets, and other relevant information necessary in order to complete the due diligence investigation of the business, properties and affairs of the Company as well as of their respective directors, officers, and employees. All information requested by the Underwriters, their counsel and technical consultants in connection with the due diligence investigations of the Underwriters will be treated by the Underwriters, their counsel and technical consultants as confidential and will only be used in connection with the Offering. Notwithstanding the foregoing, the Underwriters acknowledge that certain information relating to the Robinson Subsidiaries is not in the possession of the Company and the Company will require consent from BHP Billiton for access to such information. The Company will use its reasonable commercial efforts to obtain such information or provide the Underwriters access to any such information.

Section 6 Conditions of Closing

The Underwriters' obligations under this Underwriting Agreement (including the obligation to complete the purchase of the Purchased Shares and the Over-Allotment Shares (as the case may be)) are conditional upon and subject to:

(1) the Underwriters receiving at the Time of Closing favourable legal opinions from Blake, Cassels & Graydon LLP, Canadian counsel to the Company (who may rely, to the extent appropriate in the circumstances, on the opinions of local counsel acceptable to counsel to the Company and counsel to the Underwriters as to the qualification of the Offered Shares for sale to the public and as to other matters governed by the laws of jurisdictions in Canada other than the provinces in which they are qualified to practice and may rely, to the extent appropriate in the circumstances, as to matters of fact on certificates of officers, public and exchange officials or of the auditors or transfer agent of the Company), to the effect set forth below:

(a) the Company having been incorporated and existing under the laws of British Columbia;

(b) the Company having the corporate capacity and power to own and lease its properties and assets and to conduct its business as described in the Final Prospectus, to execute and deliver this Underwriting Agreement, and to carry out the transactions contemplated hereby;

(c) all necessary corporate action having been taken by the Company to authorize the execution and delivery of this Underwriting Agreement and the performance of its obligations hereunder, and that this Underwriting Agreement having been duly executed and delivered by the Company and constituting a legal, valid and binding obligation of, and is enforceable against, the Company 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) and the execution and delivery by the Company of this Underwriting Agreement, the fulfilment of the terms hereof by the Company, and the issue, sale and delivery on the Closing Date of the Purchased Shares (and Over-Allotment Shares) to the Underwriters 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 Company;

(d) all necessary corporate action having been taken by the Company to authorize the creation, execution, issuance and delivery of the Broker Warrants;

(e) all legal requirements having been fulfilled by the Company under the applicable Securities Laws so that the issuance of the common shares on exercise of the Broker Warrants (the "**Broker Shares**") will be exempt from the

prospectus requirements of Canadian Securities Laws, and such Broker Shares will not be subject to any statutory hold period, and no other documents will be required to be filed, proceedings taken, or approvals, permits, consents or authorizations obtained under Canadian Securities Laws to permit the trading in the Qualifying Jurisdictions of the Broker Shares, through registrants registered under Canadian Securities Laws or in circumstances in which there is an exemption from the registration requirements of such applicable laws;

(f) all documents required to be filed by the Company and all proceedings required to be taken by the Company under Canadian Securities Laws having been filed and taken in order to qualify the distribution of the Offered Shares and Broker Shares in each of the Qualifying Jurisdictions through investment dealers or brokers registered under the applicable laws thereof who have complied with the relevant provisions thereof and no other documents will be required to be filed, proceedings taken, or approvals, permits, consents or authorizations obtained under Canadian Securities Laws to permit the trading in the Qualifying Jurisdictions of the Offered Shares and the Broker Shares, through registrants registered under Canadian Securities Laws or in circumstances in which there is an exemption from the registration requirements of such applicable laws;

(g) the Offered Shares and the Broker Shares having been conditionally approved for listing on the TSX subject only to the Standard Listing Conditions;

(h) the Purchased Shares, the Over-Allotment Shares and the Broker Shares, when and if issued by the Company, having been validly issued by the Company and being fully-paid and non-assessable shares in the capital of the Company;

(i) the statements under the heading "Certain Investment Matters" in the Final Prospectus being true and correct; and

(j) to such other matters as may be reasonably requested by the Underwriters no less than 24 hours prior to the Time of Closing;

in a form acceptable in all reasonable respects to Canadian counsel to the Underwriters, Stikeman Elliott LLP.

(2) the Underwriters having received a title status report regarding the properties comprising the Robinson Mine, to reasonable satisfaction;

(3) the Company complying with all of its covenants and obligations under this Underwriting Agreement required to be satisfied at or prior to the Time of Closing;

(4) the Company complying with all of its covenants and obligations under the agreement relating to the Robinson Mine Acquisition required to be satisfied prior to the Robinson Mine Acquisition Closing, and such closing having been completed;

(5) all laws of the Province of Quebec relating to the use of the French language (other than those relating to oral communications) will have been complied with in connection with

the offering and sale of the Offered Shares to purchasers in the Province of Quebec if such purchasers have received copies of the French and English language versions of the Final Prospectus, and forms of order and confirmation in the French language or a bilingual form or copies of the French language version of the Final Prospectus and forms of order and confirmation in the French language only or, in the case of individuals so requesting in writing, copies of the English language version of the Final Prospectus and forms of order and confirmation in the English language or in a bilingual form;

(6) the Underwriters having received certificates dated the Closing Date signed by two senior officers of the Company and the Robinson Subsidiaries, as may be acceptable to the Underwriters, acting reasonably, in form and content satisfactory to the Underwriters, acting reasonably, with respect to:

(a) the constating documents of the Company and the Robinson Subsidiaries;

(b) the resolutions of the directors of the Company relevant to the Robinson Mine Acquisition, allotment, issue and sale, as the case may be, of the Offered Shares, the Broker Warrants, and Broker Shares and the authorization of this Underwriting Agreement and the other agreements and transactions contemplated by this Underwriting Agreement; and

(c) the incumbency and signatures of signing officers of the Company;

(7) Certificates of status and/or compliance for each of the Company, and the Robinson Companies, each within two (2) days of the Closing Date;

(8) the Company having delivered to the Underwriters, at the Time of Closing, a certificate dated the Closing Date addressed to the Underwriters and signed by two senior officers of the Company as may be acceptable to the Underwriters acting reasonably, certifying for and on behalf of the Company, after having made due inquiries, with respect to the following matters:

(a) the Company having complied with all the covenants and satisfied all the terms and conditions of this Underwriting Agreement on its part to be complied with and satisfied at or prior to the Time of Closing;

(b) subsequent to the respective dates as at which information is given in the Final Prospectus, there having not been any material change constituting a Material Adverse Effect, or any development involving a prospective Material Adverse Effect in the condition (financial or otherwise) or results of operations of the Company or the Robinson Subsidiaries on a consolidated basis, other than as disclosed in the Final Prospectus or any Supplementary Material, as the case may be; and

(c) the representations and warranties of the Company contained in this Underwriting Agreement, and in any certificates of the Company delivered

pursuant to or in connection with this Underwriting Agreement, are true and correct as at the Time of Closing, with the same force and effect as if made on and as at the Time of Closing, after giving effect to the transactions contemplated by this agreement;

(9) the Company having caused the auditors of the Company, to deliver to the Underwriters a comfort letter, dated the Closing Date, in form and substance satisfactory to the Underwriters, acting reasonably, bringing forward to the date which is two business days prior to the Closing Date, the information contained in the comfort letter referred to in Section 3(3);

(10) Paul Blythe and Bill Myckatyn having entered into the lock-up covenant with the Underwriters contemplated in Section 14(2);

(11) the Underwriters not having exercised any rights of termination set forth in Section 15; and

(12) the Underwriters having received at the Time of Closing an opinion of Holland & Hart LLP in form and substance satisfactory to the Underwriters and their counsel, acting reasonably with respect to such matters related to the transactions contemplated hereby reasonably requested by the Underwriters;

(13) the Underwriters having received at the Time of Closing such further certificates, opinions of counsel and other documentation from the Company as may be contemplated herein or as the Underwriters or their counsel may reasonably require, provided, however, that the Underwriters or their counsel shall request any such certificate or document within a reasonable period prior to the Time of Closing that is sufficient for the Company to obtain and deliver such certificate, opinion or document, and in any event, at least 24 hours prior to the Time of Closing.

Section 7 Representations and Warranties of the Company

(1) The Company hereby represents and warrants to the Underwriters, intending that the same may be relied upon by the Underwriters that:

(a) *Good Standing of the Company***.** The Company is a corporation duly incorporated, validly existing, and in good standing under the laws of the Province of British Columbia and has the corporate power and authority to own, lease and operate its properties and to conduct its business as now carried on by it, and to enter into, deliver and perform its obligations under this Underwriting Agreement, and the Company is duly qualified as an extra-provincial corporation to transact business and is in good standing (in respect of the filing of annual returns where required or other information filings under applicable corporations information legislation) in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify or to be in good standing would not reasonably be expected to result in a Material Adverse Effect.

(b) *Good Standing by Subsidiaries.* At the Time of Closing, the Company's only subsidiaries will be the Robinson Subsidiaries and those listed in Schedule "A" hereto which schedule is true, complete and accurate in all respects. At the Time of Closing, each Subsidiary will be a corporation duly incorporated, validly existing and in good standing (in respect of the filing of annual returns where required or other information filings under applicable corporations information legislation) under the laws of the jurisdiction of its incorporation, will have the requisite corporate power and capacity to own, lease and operate its properties and to conduct its business as now carried on by it, and will be duly qualified as an extra-provincial or foreign corporation to transact business and is in good standing (in respect of the filing of annual returns where required or other information filings under applicable corporations information legislation) in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to be so qualified or to be in good standing would not reasonably be expected to result in a Material Adverse Effect. At the Time of Closing, all of the issued and outstanding shares in the capital of each Subsidiary will have been duly authorized and validly issued, will be fully paid and non-assessable and will be directly or indirectly beneficially owned by the Company, free and clear of any Lien; and none of the outstanding shares of the capital stock of any Subsidiary was issued in violation of the preemptive or similar rights of any security holder of such subsidiary. No act or proceeding has been taken by or against the Robinson Subsidiaries, or either of them, in connection with their liquidation, winding-up or bankruptcy.

(c) *Capital of Robinson Subsidiaries.* To the knowledge of the Company, the BNMC share capital consists of 1,018 shares of common stock, $.01 par value per share, and the total authorized capital stock of BNMC consists of 1,018 shares of common stock, $.01 par value per share, of which only the BNMC Shares are issued and outstanding. To the knowledge of the Company, the BNRC share capital consists of 1,000 shares of common stock, $.01 par value per shares, and the total authorized capital stock of BNRC consists of 1,000 shares of common stock, $.01 par value per share, of which only the BNRC shares are issued and outstanding. To the knowledge of the Company, the shares of the Robinson Subsidiaries have been legally and validly issued and are fully paid and nonassessable. To the knowledge of the Company, there exist no options, warrants, purchase rights, or other contracts or commitments that could require the Company to sell, transfer or otherwise dispose of any capital stock of any Robinson Subsidiary. To the knowledge of the Company, there are not outstanding any securities convertible into, exchangeable for, or carrying the right to acquire securities of any Robinson Subsidiary. To the knowledge of the Company, no Robinson Subsidiary owns, directly or indirectly, any capital stock or any other equity or debt securities of any person.

(d) *Share Capital.* The authorized share capital of the Company described under the heading "Description of Share Capital and Securities Distributed" in the Preliminary Prospectus and Final Prospectus is true and correct. At the Time of

Closing, the issued share capital of the Company will consist of 2,000,000 common shares and no preferred shares.

(e) *Authorization and Description of Common Shares*. The Offered Shares have been duly authorized for issuance and sale to the Underwriters pursuant to this Underwriting Agreement and, when issued and delivered by the Company pursuant to this Underwriting Agreement, against payment of the consideration set forth herein, will be validly issued as fully paid and non-assessable shares. The Offered Shares conform and will conform to all statements relating thereto contained in the Offering Documents and such description conforms to the rights set forth in the instruments defining the same. The issuance of the Offered Shares is not subject to the preemptive rights of any shareholder of the Company (or such rights have been irrevocably waived), and all corporate action required to be taken for the authorization, issuance, sale and delivery of the Offered Shares has been validly taken at the date hereof.

(f) *Absence of Rights***.** No person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the issue or allotment of any unissued shares of the Company or any other agreement or option, for the issue or allotment of any unissued shares of the Company or any other security convertible into or exchangeable for any such shares or to require the Company to purchase, redeem or otherwise acquire any of the issued and outstanding shares of the Company except pursuant to the Stock Option Plan or as otherwise disclosed in the Offering Documents.

(g) *Financial Statements***.** The Financial Information included in the Offering Documents and the notes thereto, present fairly, in all material respects, the financial position of the Company, and the statements of operations, retained earnings, cash flow from operations and changes in financial information of the Company for the periods specified in such Financial Information have been prepared in conformity with generally accepted accounting principles in Canada ("**Canadian GAAP**") applied on a consistent basis throughout the periods involved. To the knowledge of the Company, the Financial Information of the Robinson Subsidiaries, presents fairly, in all material respects, the financial position of the Robinson Subsidiaries at the dates indicated, and to the knowledge of the Company, the statements of operations, retained earnings, cash flow from operations and changes in financial information of the Robinson Subsidiaries for the periods specified in such financial statements have been prepared in conformity Canadian GAAP applied on a consistent basis throughout the periods involved.

(h) *Liabilities.* Neither the Company, nor to the knowledge of the Company, the Robinson Subsidiaries, has any liabilities, obligations, indebtedness or commitments, whether accrued, absolute, contingent or otherwise, which are not disclosed or referred to in the Financial Information or referred to or disclosed herein, other than liabilities, obligations, or indebtedness or commitments (i)

incurred in the normal course of business; or (ii) which would not have a Material Adverse Effect.

(i) *Independent Accountants*. The accountants who reported on and certified the Financial Information, are independent with respect to the Company within the meaning of Canadian Securities Laws.

(j) *Accounting Controls*. The Company and each of its Subsidiaries maintains, and will maintain, a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles in Canada and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(k) *Title to Assets*. The Company and each of the Subsidiaries have good and marketable title to all assets owned by them free and clear of all Liens, save and except as disclosed in the Offering Documents.

(l) *Title to Real Property*. Neither the Company nor any of the Subsidiaries owns any real property, except for interests in real property in the nature of mining claims, concessions and other mineral property rights. At the Time of Closing, all of the leases, subleases and agreements in real property (other than claims, concessions and other mineral property rights) material to the business of the Company and the Subsidiaries, considered as one enterprise, and under which the Company or any of its Subsidiaries has an interest in properties described in the Offering Documents, are in full force and effect, and neither the Company nor any Subsidiary has received any notice of any material claim of any sort that has been asserted by anyone adverse to the rights of the Company or any Subsidiary under any of the lease or subleases mentioned above, or affecting or questioning the rights of the Company or such Subsidiary to the continued possession of the property under any such lease, sublease, or agreement.

(m) *Mining Claims*. All interests in mining claims, concessions, exploitation or extraction rights ("**Mining Claims**") of the Company or the Subsidiaries that are held by the Company or its Subsidiaries**,** are in good standing, are valid and enforceable, are free and clear of any material liens or charges and no material royalty is payable in respect of any of them, except as set out in the Offering Documents. Except as set out in the Offering Documents, no other property rights are necessary for the conduct of the Company's or the Subsidiaries' business; and there are no material restrictions on the ability of the Company or the Subsidiaries to use, transfer or otherwise exploit any such property rights except as required by applicable law. Except as disclosed in the Offering Documents, the Robinson Companies are, either the owners of the material

mining claims and mining leases necessary to carry on its current and proposed mining operations and its current and proposed exploration activities. Except as disclosed in the Offering Documents, Mining Claims held by the Company or its Subsidiaries cover the properties required by the Company for such purposes. The Company or its Subsidiaries are entitled to extract minerals from its mines.

(n) *Mineral Information*. The information set forth in the Offering Documents relating to the estimates by the Company and the Subsidiaries of the proven and probable mineral reserves and mineral resources has been reviewed and verified by Mine Development Associates and, in all cases, the mineral reserve and resource information has been prepared in accordance with Canadian industry standards set forth in National Instrument 43-101 – "Standards of Disclosure for Mineral Projects", and the method of estimating the mineral reserves and resources has been verified by mining experience and the information upon which the estimates of reserves and resources were based, was, to the knowledge of the Company, at the time of delivery thereof, complete and accurate in all material respects and there have been no material adverse changes to such information since the date of delivery or preparation thereof.

(o) *Environmental Laws*. Except as described in the Offering Documents, (a) neither the Company nor any of its Subsidiaries is in violation of any federal, provincial, state, local, municipal or foreign statute, law, rule, regulation, ordinance, code, policy or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products (collectively, "**Hazardous Materials**") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "**Environmental Laws**"), except where the violation would not reasonably be expected, on an individual or aggregate basis, to have a Material Adverse Effect, (b) the Company and its Subsidiaries have all permits, authorizations and approvals required under any applicable Environmental Laws and are each in compliance with their requirements, except where the failure to have such permits, authorizations and approvals would not reasonably be expected, on an individual or aggregate basis, to have a Material Adverse Effect, and (c) there are no pending or threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Laws against the Company or any of its Subsidiaries, which if determined adversely, would reasonably be expected to have a Material Adverse Effect.

(p) *Possession of Licenses and Permits*. Except as set forth in the Final Prospectus, the Company and, its Subsidiaries possess such permits, certificates, licenses,

approvals, consents and other authorizations (collectively, "**Governmental Licenses**") issued by the appropriate federal, provincial, state, local or foreign regulatory agencies or bodies necessary to own, lease, stake or maintain Mining Claims and other property interests and to conduct the business now operated by them and to operate the Robinson Mine, except as disclosed in the Offering Documents or where the failure to possess such permits, certificates, licenses, approvals, consents or authorizations would not reasonably be expected to have a Material Adverse Effect. The Company and its Subsidiaries are in compliance, in all material respects, with the terms and conditions of all such Governmental Licenses. All of the Governmental Licenses are valid and in full force and effect. Neither the Company nor any of the Robinson Companies have received any notice of proceedings relating to the revocation or modification of any such Governmental Licenses.

(q) *Insurance.* Except as disclosed in the Offering Documents, the Company and, its Subsidiaries maintain, or will maintain, insurance against loss of, or damage to, their assets by all insurable risks on a replacement cost basis in accordance with industry standards, and all of the policies in respect of such insurance coverage are in good standing in all respects and not in default except in each case as could not reasonably be expected to have a Material Adverse Effect.

(r) *Executive Compensation.* The directors and officers of the Company and their compensation arrangements with the Company, whether as directors, officers or employees of the Company are as disclosed in the Offering Documents.

(s) *Material Contracts*. All of the material contracts and agreements of the Company and of its Subsidiaries not made in the ordinary course of business (collectively the "**Material Contracts**") have been disclosed in the Offering Documents. Neither the Company nor any Subsidiary has received notification from any party that it is in breach or default under any Material Contract.

(t) *No Material Adverse Effect*. Since September 30, 2003, (a) there has been no change in the condition (financial or otherwise), or in the properties, affairs, prospects, operations, assets or liabilities of the Company and its Subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business which would give rise to a Material Adverse Effect, and (b) there have been no transactions entered into by the Company or any of its Subsidiaries, other than those in the ordinary course of business, which are material with respect to the Company and its Subsidiaries considered as one enterprise, in each case, except as disclosed in the Offering Documents.

(u) *Absence of Proceedings.* There is no action, suit, proceeding, inquiry or investigation before or brought by any court or governmental agency, governmental instrumentality or body, domestic or foreign, now pending or, to the knowledge of the Company, threatened against or affecting the Company or any Subsidiary, which is required to be disclosed in the Offering Documents and which is not so disclosed, or which if determined adversely, would have in a

Material Adverse Effect, or which if adversely determined, would reasonably be expected to materially and adversely affect the properties or assets of the Company or any Subsidiary, or which if determined adversely would materially and adversely affect the consummation of the transactions contemplated in this Underwriting Agreement or the performance by the Company of its obligations hereunder. The aggregate of all pending legal or governmental proceedings to which the Company or any Subsidiary is a party or of which any of their respective property or assets is the subject which are not described in the Offering Documents include only ordinary routine litigation incidental to the business, properties and assets of the Company and its Subsidiaries and would not reasonably be expected to result in a Material Adverse Effect.

(v) *Absence of Defaults and Conflicts.* Neither the Company nor any of its Subsidiaries is in violation of its charter or by-laws or in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease, license or other agreement or instrument to which the Company or any of its Subsidiaries is a party or by which it or any of them may be bound, or to which any of the property or assets of the Company or any Subsidiary is subject (collectively, "**Agreements and Instruments**"), except where such default, breach or conflict would not reasonably be expected to have a Material Adverse Effect. The execution, delivery and performance of this Underwriting Agreement and the consummation of the transactions contemplated herein and in the Offering Documents (including the authorization, issuance, sale and delivery of the Offered Shares and the use of the proceeds from the sale of the Offered Shares as described in the Offering Documents under the caption "Use of Proceeds") and compliance by the Company with its obligations hereunder, have been duly authorized by all necessary corporate action, and do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any Lien upon any property or assets of the Company or any Subsidiary pursuant to the Agreements and Instruments, nor will such action result in any violation or conflict with the provisions of the charter or by-laws of the Company or any Subsidiary or any existing applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Company or any Subsidiary or any of their assets, properties or operations, except for such violations or conflicts that would not, singly or in the aggregate, reasonably be expected to have a Material Adverse Effect. As used herein, a "**Repayment Event**" means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any subsidiary.

(w) *Labour.* No labour dispute with the employees of the Company or any Subsidiary, exists or, is imminent. Neither the Company nor any Subsidiary is a

party to any collective bargaining agreement and no action has been taken or is contemplated to organize any employees of the Company or any Subsidiary.

(x) *Transfer Agent.* Computershare Investor Services Inc. at its offices in Vancouver and Toronto, has been duly appointed as the transfer agent and registrar for the Offered Shares.

(y) *Forms of Certificates.* The forms of the certificates representing the Offered Shares and Broker Warrants have been duly approved by the Company and comply with the provisions of applicable law.

(z) *Absence of Further Requirements.* No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of any court or governmental authority or agency is necessary or required for the performance by the Company of its obligations hereunder, in connection with the proposed distribution, issuance or sale of the Offered Shares hereunder, or the consummation of the transactions contemplated by this Underwriting Agreement, except such as have been obtained, or as may be required, under Canadian Securities Laws.

(aa) *Taxes*. All material tax returns, reports, elections, remittances and payments of the Company and of its Subsidiaries required by applicable law to have been filed or made in any applicable jurisdiction, have been filed or made (as the case may be), other than for taxes being contested in good faith, and are substantially true, complete and correct and all taxes of the Company and of its Subsidiaries (other than taxes being contested in good faith) have been paid or accrued in the Company's financial statements.

(bb) *Unlawful Payment.* Neither the Company nor any of its Subsidiaries nor, any employee or agent of the Company or any Subsidiary, has made any unlawful contribution or other payment to any official of, or candidate for, any federal, state, provincial or foreign office, or failed to disclose fully any contribution, in violation of any law, or made any payment to any foreign, Canadian, United States or state governmental officer or official, or other person charged with similar public or quasi-public duties, other than payments required or permitted by applicable laws.

(cc) *Offering Documents.* At all times up to any Time of Closing:

(i) the Offering Documents complied with Canadian Securities Laws as interpreted and applied by the Securities Commissions; and

(ii) each of the Offering Documents constituted and will constitute full, true and plain disclosure of all material facts relating to the Company and its Subsidiaries, considered as one enterprise, and the Offered Shares, and did not and will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein,

in the light of the circumstances under which they were made, not misleading, except that the representations and warranties contained in this paragraph do not apply to statements relating solely to the Underwriters or furnished by the Underwriters concerning the Underwriters under the section "Plan of Distribution" contained in the Offering Documents or any amendment on supplement thereto.

(dd) *Underwriting Agreement.* This Underwriting Agreement has been duly authorized, executed and delivered by the Company and is a legal, valid and binding obligation of, and is enforceable against, the Company in accordance with its terms (subject to bankruptcy, insolvency or other laws affecting the rights of creditors generally, the availability of equitable remedies and the qualification that rights to indemnity and waiver of contribution may be contrary to public policy).

Section 8 Representations and Warranties of the Underwriters

(1) The Underwriters hereby severally, and not jointly, nor jointly and severally, represent and warrant that:

(a) the Underwriter is, and will remain so, until the completion of the Offering, appropriately registered under applicable Canadian Securities Laws so as to permit it to lawfully fulfil its obligations hereunder; and

(b) the Underwriter has good and sufficient right and authority to enter into this Underwriting Agreement and complete its transactions contemplated under this Underwriting Agreement on the terms and conditions set forth herein.

(2) The representations and warranties of each of the Underwriters contained in this Underwriting Agreement shall be true at the Time of Closing as though they were made at the Time of Closing and they shall not survive the completion of the transactions contemplated under this Underwriting Agreement but shall terminate on the completion of the Offering.

Section 9 Additional Covenants of the Company

In addition to any other covenant of the Company set forth in this Underwriting Agreement, the Company covenants with the Underwriters that:

(a) *TSX Listing.* The Company will file or cause to be filed with the TSX all necessary documents and will take, or cause to be taken, all necessary steps to ensure that the Offered Shares have been approved (or conditionally approved) for listing and for trading on the TSX, prior to the filing of the Final Prospectus with the Securities Commissions, subject only to satisfaction by the Company of the Standard Listing Conditions, and the Company shall thereafter, fulfill the Standard Listing Conditions within the time period prescribed by the TSX.

(b) *Other Filings*. The Company will make all necessary filings, obtain all necessary regulatory consents and approvals (if any) and the Company will pay all filing

fees required to be paid in connection with the transactions contemplated in this Underwriting Agreement.

(c) *Press Releases.* Subject to compliance with applicable law, any press release of the Company relating to the Offering will be provided in advance to BMONB on behalf of the Underwriters, and the Company will use its reasonable commercial efforts to agree to the form and content thereof with BMONB on behalf of the Underwriters, prior to the release thereof.

Section 10 Covenants of the Underwriters

(1) The Underwriters hereby covenant and agree with the Company the following:

(a) *Offering Jurisdictions and Offering Price.* During the distribution of the Offered Shares by or through the Underwriters, the Underwriters will offer and sell Offered Shares to the public only in the Qualifying Jurisdictions or where they may lawfully be offered for sale or sold and only at the offering price per Offered Share set out on the cover page of the Final Prospectus. For the purposes of this section 10(1)(a), the Underwriters shall be entitled to assume that the Offered Shares are qualified for distribution in any Qualifying Jurisdiction where an MRRS Decision Document for the Final Prospectus shall have been obtained from the applicable Securities Commission following the filing of the Final Prospectus.

(b) *Compliance with Securities Laws.* The Underwriters will comply with applicable Securities Laws in connection with the offer to sell and distribution of the Offered Shares.

(c) *U.S. Sales.* The Underwriters will not directly or indirectly, solicit offers to purchase or sell the Offered Shares or deliver any Offering Document so as to require registration of the Offered Shares or filing of a prospectus or registration statement with respect to those Offered Shares under the laws of any jurisdiction other than the Qualifying Jurisdictions, including, without limitation, the United States. Any offer or sales of Offered Shares in the United States will be made in accordance with the terms and conditions set out in Schedule "B" to this Agreement. The terms and conditions and the representations, warranties and covenants of the parties contained in Schedule "B" are hereby incorporated by reference.

(d) *TSX Distribution Requirements.* The Underwriters shall cause the distribution of the Offered Shares to occur in such a manner that the minimum distribution requirements for the initial listing and posting for trading of the Offered Shares on the TSX are satisfied.

(e) *Completion of Distribution.* The Underwriters will use their reasonable best efforts to complete the distribution of the Offered Shares as promptly as possible after the Time of Closing, but in any event no later than May 6, 2004. The Underwriters will notify the Company when, in the Underwriters' opinion, the

Underwriters have ceased distribution of the Offered Shares, and, as promptly as within 30 days after completion of the distribution, will provide the Company, in writing, with a breakdown of the number of Offered Shares distributed in each of the Qualifying Jurisdictions where that breakdown is required by the Securities Commission of that jurisdiction for the purpose of calculating fees payable to that Securities Commission.

(2) *Liability on Default.* No Underwriter shall be liable to the Company under this section 10 with respect to a default by any of the other Underwriters.

Section 11 Closing

(1) *Location of Closing.* The Offering will be completed at the offices of Blake, Cassels & Graydon LLP in Vancouver at the Time of Closing on the Closing Date or at such other time and/or on such other date as the Underwriters and the Company may agree upon, but in any event no later than September 30, 2004.

(2) *Certificate.* At the Time of Closing, subject to the terms and conditions contained in this Underwriting Agreement, the Company shall deliver to the Underwriters a certificate or certificates representing the Purchased Shares against payment of the purchase price by certified cheque, bank draft or wire transfer dated the Closing Date payable to the Company. The Company will, at the Time of Closing and upon such payment of the purchase price to the Company, make payment in full of the Underwriting Fee.

(3) *Denominations; Registration of Certificates.* Certificates for Purchased Shares shall be in such denomination and registered in such names as the Underwriters may request in writing at least two (2) full Business Days before the applicable Time of Closing.

Section 12 Closing of the Over-Allotment Option

(1) *Closing.* The purchase and sale of the Over-Allotment Shares, if required, shall be completed at such time and place as the Underwriters and the Company may agree, but in no event shall such closing occur later than seven (7) full Business Days after written notice to purchase Over-Allotment Shares under the Over-Allotment Option is given in the manner contemplated by in this Underwriting Agreement (the "**Over-Allotment Closing**").

(2) *Deliveries.* At the Over-Allotment Closing, subject to the terms and conditions contained in this Underwriting Agreement, the Company shall deliver to the Underwriters a certificate or certificates representing the Over-Allotment Shares against payment of the purchase price by certified cheque, bank draft or wire transfer dated the date of the Over-Allotment Closing payable to the Company. The Company will, at the time of the Over-Allotment Closing and upon such payment of the purchase price to the Company, make payment in full of the Underwriting Fee in respect of the Over-Allotment Shares.

Section 13 Compensation of the Underwriters

(1) *Underwriting Fee on Purchased Shares.* The Company shall pay to BMONB, on behalf of the Underwriters, a fee (the "**Underwriting Fee**") at the Time of Closing equal to $0.36

per Purchased Share sold pursuant to the terms of this Underwriting Agreement (being 6% of the offering price per Purchased Share) in consideration of the services to be rendered by the Underwriters in connection with the Offering. Such services shall include, without limitation: (i) acting as financial advisors to the Company in the preparation of documentation relating to the sale of the Purchased Shares; (ii) forming and managing banking, selling and other groups for the sale of the Purchased Shares; (iii) distributing the Purchased Shares directly and through other registered dealers and brokers; (iv) assisting the Company in connection with the preparation and finalization of the Preliminary Prospectus and the Final Prospectus; (v) performing administrative work in connection with these matters; and (vi) all other services arising out of this Underwriting Agreement.

(2) *Underwriting Fee on Over-Allotment Shares.* To the extent the Over-Allotment Option is exercised, the Company shall pay to BMONB, on behalf of the Underwriters, a fee at the Over-Allotment Closing equal to the Underwriting Fee for each Over-Allotment Share sold under this Underwriting Agreement in an amount equal to the fee per Purchased Share sold.

(3) *Broker Warrants.* In addition to the fees payable to the Underwriters under this section 13, the Company shall issue to the Underwriters, on the Closing Date, broker warrants equal in number to 6% of the number of Purchased Shares sold under the Offering which will entitle the Underwriters to purchase, at an exercise price equal to the offering price per Purchased Share, up to an equivalent number of common shares (the "**Broker Warrants**"). The Broker Warrants may be exercised at any time and from time to time for a period of two (2) years following the Closing Date, and the Broker Warrant certificates will be in form and substance satisfactory to the Underwriters and their counsel, and will be delivered to the Underwriters at the Time of Closing on the Closing Date. An equivalent number of Broker Warrants will be delivered to the Underwriters at any Over-Allotment Closing.

Section 14 Restriction on Further Issuances of Securities

(1) *Company Lock-Up.* The Company hereby covenants and agrees with the Underwriters, that it shall not directly or indirectly, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or agree to, or announce any intention to, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, any additional common shares or any securities convertible or exchangeable into common shares of the Company, other than pursuant to (i) the exercise of the Over-Allotment Option, or (ii) the Stock Option Plan, for a period of 180 days from the Closing Date (the "**Lock-Up Period**"), without the prior written consent of BMONB on behalf of the Underwriters, such consent not to be unreasonably withheld.

(2) *Principal Lock-Up*. The Company hereby covenants and agrees with the Underwriters that it will cause Bill Myckatyn and Paul Blythe to agree not to directly or indirectly, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or agree to, or announce any intention to, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, any common shares or any securities convertible or exchangeable into common shares of the Company during the Lock-Up Period, without

the prior written consent of BMONB on behalf of the Underwriters, such consent not to be unreasonably withheld.

Section 15 Termination Rights

(1) All terms and conditions set out in this Underwriting Agreement shall be construed as conditions and any breach or failure by the Company to comply with any such conditions in favour of the Underwriters shall entitle the Underwriters to terminate their obligation to purchase the Purchased Shares by written notice to that effect given to the Company prior to the Time of Closing on the Closing Date. The Company shall use its best efforts to cause all conditions in this Underwriting Agreement to be satisfied. It is understood that the Underwriters may waive in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to their rights in respect of any subsequent breach or non-compliance, provided that to be binding on the Underwriters, any such waiver or extension must be in writing.

(2) In addition to any other remedies which may be available to the Underwriters in respect of any default, act or failure to act, or non-compliance by the Company, the Underwriters shall be entitled, at their option, to terminate and cancel, without any liability on the part of Underwriters, their obligations under this Underwriting Agreement to purchase the Offered Shares, by giving written notice to the Company at any time at or prior to the Time of Closing on the Closing Date (or any Over-Allotment, as the case may be):

(a) if a general moratorium on commercial banking activities in Toronto or Vancouver should be declared by the relevant authorities, or if, in relation to the Company, any inquiry, investigation or other proceeding (whether formal or informal) is commenced, threatened or announced, or any order or ruling is issued by any exchange or market, or any other regulatory authority in Canada or the United States, or if any law or regulation under or pursuant to any statute of Canada or of any province thereof or of the United States or any state or territory thereof, is promulgated or changed which, in the reasonable opinion of the Underwriters (or any of them) operates to prevent or materially restrict trading the Offered Shares or the distribution of the Offered Shares or could reasonably be expected to have a Material Adverse Effect on the market price of the Offered Shares;

(b) if there is an inquiry or investigation (whether formal or informal) by any Securities Commission in relation to the Company or any one of their respective officers or directors, or any of their principal shareholders or promoters;

(c) if there is, in the opinion of the Underwriters (or any of them), a material change or a change in any material fact or a new material fact shall arise which would be expected to have an adverse change or effect on the business, affairs, prospects or financial condition of the Company or the Robinson Subsidiaries or on the market price or the value of the Offered Shares;

(d) if there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence of national or international consequence, including without limiting the generality of the foregoing, any military conflict, civil insurrection, or any terrorist action (whether or not in connection with such conflict or insurrection), which, in the Underwriters' reasonable opinion (or any one of them), materially adversely affects or involves, or will materially adversely affect or involve, the Canadian or United States financial markets and/or prevent or materially restrict the trading of the Offered Shares or the distribution of the Offered Shares, or may adversely affect the business, affairs, prospects or financial condition of the Company or the Robinson Companies;

(e) the state of the Canadian financial markets becomes such that the Offered Shares, cannot, in the opinion of the Underwriters, be profitably marketed; or

(f) if the Company is in breach of a material term, condition or covenant of this Underwriting Agreement, or any representation or warranty given by the Company in this Underwriting Agreement becomes or is false.

(3) The Underwriters shall make reasonable best efforts to give notice to the Company (in writing or by other means) of the occurrence of any of the events referred to in section 15(2) provided that neither the giving nor the failure to give such notice shall in any way affect the entitlement of the Underwriters to exercise this right at any time prior to or at the Time of Closing on the Closing Date (or any Over-Allotment Closing, as the case may be).

(4) If the obligations of the Underwriters are terminated under this Underwriting Agreement pursuant to these termination rights, the Company's liability to the Underwriters shall be limited to the Company's obligations under Sections 16, 17, and 18.

Section 16 Indemnity

(1) The Company covenants and agrees to protect, indemnify, and save harmless, each of the Underwriters and their respective U.S. broker-dealer affiliates, and each of their respective directors, officers, employees, affiliates and agents and each person, if any, who controls any Underwriter or its U.S. broker-dealer affiliates (individually, an **"Indemnified Party"** and collectively, the **"Indemnified Parties"**), against all losses, claims, damages, suits, liabilities, costs, damages, or expenses caused or incurred, whether directly or indirectly, by reason of:

(a) any statement, other than a statement relating solely to the Underwriters or furnished by the Underwriters concerning the Underwriters, contained in the Offering Documents that has been filed by or on behalf of the Company in connection with the proposed distribution under Canadian Securities Laws which at the time and in the light of the circumstances under which it was made contains or is alleged to contain a misrepresentation (as such term is defined in the *Securities Act* (Ontario)) or any misstatement of a material fact;

(b) the omission or alleged omission to state in the Offering Documents or any certificate of the Company delivered hereunder or pursuant hereto, any material fact (other than a material fact relating solely to the Underwriters) required to be stated therein or necessary to make any statement therein not misleading;

(c) any order made, or inquiry, investigation or proceeding commenced by any securities regulatory authority or other competent authority based upon any untrue statement or omission or alleged untrue statement or omission in the Offering Documents (other than a statement relating solely to the Underwriters or furnished by the Underwriters concerning the Underwriters contained in the Offering Documents) which prevents or restricts the trading in any of the Company's securities or the distribution or distribution to the public, as the case may be, of any of the Offered Shares in any of the Qualifying Jurisdictions or the United States;

(d) the Company not complying with any requirement of Canadian Securities Laws or U.S. Securities Laws in connection with the transactions herein contemplated including the Company's non-compliance with any statutory requirement to make any document available for inspection; or

(e) any breach of a representation or warranty of the Company contained herein or the failure of the Company to comply with any of its obligations hereunder.

(2) To the extent that any Indemnified Party is not a party to this Underwriting Agreement, the Underwriters shall obtain and hold the right and benefit of the above-noted indemnity in trust for and on behalf of such Indemnified Party.

(3) If any matter or thing contemplated by this section shall be asserted against any Indemnified Party in respect of which indemnification is or might reasonably be considered to be provided, such Indemnified Party will notify the Company as soon as possible of the nature of such claim (provided that omission to so notify the Company will not relieve the Company of any liability which it may otherwise have to the Indemnified Party hereunder, except to the extent the Company is materially prejudiced by such omission) and the Company shall be entitled (but not required) to assume the defence of any suit brought to enforce such claim; provided, however, that the defence shall be through legal counsel reasonably acceptable to such Indemnified Party and that no settlement may be made by the Company or such Indemnified Party without the prior written consent of the other, such consent not to be unreasonably withheld.

(4) In any such claim, such Indemnified Party shall have the right to retain other legal counsel to act on such Indemnified Party's behalf, provided that the fees and disbursements of such other legal counsel shall be paid by such Indemnified Party, unless: (i) the Company and such Indemnified Party mutually agree to retain other legal counsel; or (ii) the representation of the Company and such Indemnified Party by the same legal counsel would, in the opinion of such counsel, be inappropriate due to actual or potential differing interests, in which event such fees and disbursements shall be paid by the Company to the extent that they have been reasonably incurred, provided that in

no circumstances will the Company be required to pay the fees and expenses of more than one set of legal counsel for all Indemnified Parties.

(5) The rights of indemnity contained in this section shall not enure to the benefit of any Indemnified Party if the Underwriters were provided with a copy of any amendment or supplement to the Offering Documents which corrects any untrue statement or omission or alleged omission which is the basis of a claim by a party against such Indemnified Party and which is required, under the applicable securities legislation or regulations, to be delivered to such party by the Underwriters.

Section 17 Contribution

In the event that the indemnity provided for in Section 16 is declared by a court of competent jurisdiction to be illegal or unenforceable as being contrary to public policy or for any other reason, the Underwriters and the Company shall contribute to the aggregate of all losses, claims, costs, damages, expenses or liabilities of the nature provided for above such that each Underwriter shall be responsible for that portion represented by the percentage that the portion of the Underwriting Fee payable by the Company to such Underwriter bears to the gross proceeds realized by the Company from the distribution, whether or not the Underwriters have been sued together or separately, and the Company shall be responsible for the balance, provided that, in no event, shall an Underwriter be responsible for any amount in excess of the portion of the Underwriting Fee actually received by such Underwriter. In the event that the Company may be held to be entitled to contribution from the Underwriters under the provisions of any statute or law, the Company shall be limited to contribution in an amount not exceeding the lesser of: (a) the portion of the full amount of losses, claims, costs, damages, expenses, and liabilities giving rise to such contribution for which such Underwriter is responsible; and (b) the amount of the Underwriting Fee actually received by any Underwriter. Notwithstanding the foregoing, a person guilty of fraud or fraudulent misrepresentation shall not be entitled to contribution from any other party. Any party entitled to contribution will, promptly after receiving notice of commencement of any claim, action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this section, notify such party or parties from whom contribution may be sought, but the omission to so notify such party shall not relieve the party from whom contribution may be sought from any obligation it may have otherwise under this section, except to the extent that the party from whom contribution may be sought is materially prejudiced by such omission. The right to contribution provided herein shall be in addition and not in derogation of any other right to contribution which the Underwriters may have by statute or otherwise by law.

Section 18 Expenses

Whether or not the Offering is completed, the Company will pay all costs and expenses related to obtaining the listing on the TSX, and all costs and expenses incurred in connection with the Offering (including without limitation, reasonable costs and expenses of the Underwriters, including reasonable fees and disbursements of the Underwriters' technical consultants and legal counsel in all jurisdictions), all expenses of, or incidental to, the creation, issuance, sale and distribution of its Offered Shares, transfer agent and filing fees, all printing costs and all reasonable expenses of the Underwriters in connection with the marketing of the

Offering. Costs and expenses of the Underwriters will be payable by the Company in addition to any other fees payable under this Underwriting Agreement and will be payable at the Time of Closing or upon the Company receiving an invoice from BMONB. In the event the Offering is not completed because any condition has not been fulfilled (including, without limitation, those set forth in Section 6) or this Underwriting Agreement has terminated hereunder pursuant to Section 15, the Company shall be responsible for the payment of all of the expenses of the Underwriters otherwise payable by the Company under this section.

Section 19 Liability of the Underwriters

(1) The obligation of the Underwriters to purchase the Purchased Shares in connection with the Offering at the Time of Closing on the Closing Date (or the Over-Allotment Shares on the Over-Allotment Closing Date, as the case may be) shall be several, and not joint, nor joint and several, and shall be as to the following percentages of the Offered Shares to be purchased at that time:

BMO Nesbitt Burns Inc.	35%
Orion Securities Inc.	19%
GMP Securities Ltd.	19%
RBC Dominion Securities Inc.	13%
Dundee Securities Corporation	9%
Macquarie North America Ltd.	5%
	100%

(2) If one of the Underwriters fails to purchase its applicable percentages of the aggregate amount of the Purchased Shares at the Time of Closing or the Over-Allotment Shares on the date of an Over-Allotment Closing, as the case may be), the other Underwriters shall have the right, but shall not be obligated, to purchase, all but not less than all, of the Offered Shares which would otherwise have been purchased by the Underwriter which failed to purchase. If, with respect to the Offered Shares, any non-defaulting Underwriter elects not to exercise such right so as to assume the entire obligation of the defaulting Underwriter (the Purchased Shares in respect of which the defaulting Underwriter(s) fail to purchase and the non-defaulting Underwriters do not elect to purchase being hereinafter called the **"Default Shares"**), then the Company shall have the right to either (i) proceed with the sale of the Purchased Shares (less the Default Shares) to the non-defaulting Underwriters, or (ii) terminate its obligations hereunder without liability to the non-defaulting Underwriters except under Sections 16, 17 and 18. Nothing in this paragraph shall oblige the Company to sell to any of the Underwriters less than all of the Offered Shares or shall relieve any of the Underwriters in default hereunder from liability to the Company.

Section 20 Action by Underwriters

All steps which must or may be taken by the Underwriters in connection with this Underwriting Agreement, with the exception of the matters relating to termination contemplated by Section 15, may be taken by BMONB on behalf of themselves and the other Underwriters, and the execution of this Underwriting Agreement by the Company shall

constitute the Company's authority for accepting notification of any such steps from, and for delivering the definitive documents constituting the Offered Shares to, or to the order of, BMONB.

Section 21 Governing Law

This Underwriting Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Section 22 Survival of Warranties, Representations, Covenants and Agreements

Except as expressly provided for in this Underwriting Agreement, all warranties, representations, covenants and agreements of the Company and the Underwriters herein contained, or contained in, documents submitted or required to be submitted pursuant to this Underwriting Agreement, shall survive the purchase by the Underwriters of the Offered Shares and shall continue in full force and effect, regardless of the closing of the sale of the Offered Shares and regardless of any investigation which may be carried on by the Underwriters, or on their behalf, for a period of three years following the Closing Date. Without limitation of the foregoing, the provisions contained in this Underwriting Agreement in any way related to the indemnification or the contribution obligations shall survive and continue in full force and effect, indefinitely.

Section 23 Notices

All notices or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery or by facsimile delivered or facsimile to such other party as follows:

(a) to the Company at:

Quadra Mining Ltd.
c/o 2600 Three Bentall Centre
595 Burrard Street, P.O. Box 49314
Vancouver, B.C.
V7X 1L3

Attention: Bill Myckatyn
Facsimile No.: 604-631-3309

with a copy to:

Blake, Cassels & Graydon LLP
2600 Three Bentall Centre
595 Burrard Street, P.O. Box 49314
Vancouver, B.C.
V7X 1L3

Attention: Andrew McLeod
Facsimile No.: 604-631-3309

(b) to the Underwriters at:

BMO Nesbitt Burns Inc.
1 First Canadian Place
Toronto, Ontario
M5X 1H3

Attention: Jason Neal
Facsimile No.: (416) 359-4459

and, in the case of the other Underwriters, as BMONB may notify to the Company;

with a copy to:

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, Ontario
M5L 1B9

Attention: Quentin Markin
Facsimile No.: (416) 947-0866

or at such other address or facsimile number as may be given by either of them to the other in writing from time to time and such notices or other communications shall be deemed to have been received when delivered or, if facsimile, on the next business day after such notice or other communication has been facsimile (with receipt confirmed).

Section 24 Counterpart Signature

This Underwriting Agreement may be executed in one or more counterparts (including counterparts by facsimile) which, together, shall constitute an original copy hereof as of the date first noted above.

Section 25 Time Of The Essence

Time shall be of the essence in this Underwriting Agreement.

Section 26 Entire Agreement

This Underwriting Agreement constitutes the entire agreement between the Underwriters and the Company relating to the subject matter hereof and supersede all prior agreements between the Underwriters and the Company.

Section 27 Acceptance

If this agreement accurately reflects the terms of the transaction which we are to enter into and if such terms are agreed to by the Company, please communicate your acceptance by executing where indicated below and returning by facsimile one copy and returning by courier nine (9) originally executed copies to BMO Nesbitt Burns Inc. (Attention: Jason Neal).

(The remainder of this page has been left blank intentionally)

Yours very truly,

BMO NESBITT BURNS INC.

By: *"Jason Neal"*

Authorized Signing Officer

ORION SECURITIES INC.

By: *"Douglas Bell"*

Authorized Signing Officer

GMP SECURITIES LTD.

By: *"Mark Wellings"*

Authorized Signing Officer

RBC DOMINION SECURITIES INC.

By: *"Gary Sugar"*

Authorized Signing Officer

DUNDEE SECURITIES CORPORATION

By: *"Richard M. Cohen"*
Authorized Signing Officer

MACQUARIE NORTH AMERICA LTD.

By: *"Chris Adams"*
Authorized Signing Officer

The foregoing accurately reflects the terms of the transaction that we are to enter into and such terms are agreed to.

ACCEPTED at Vancouver as of this 1st day of April, 2004.

QUADRA MINING LTD.

By: *"William H. Myckatyn"*
Authorized Signing Officer

SCHEDULE "A"

SUBSIDIARIES

Name	**Type of Ownership**	**Percentage**
Robinson Holdings (Canada) Ltd.	Equity	100%
Robinson Holdings (USA) Ltd.	Equity	100%

SCHEDULE "B"

UNITED STATES OFFERS AND SALES

As used in this Schedule "B", capitalized terms used herein and not defined shall have the meanings ascribed thereto in the Underwriting Agreement to which this Schedule is annexed and the following terms shall have the meanings indicated:

"**Accredited Investor**" means an "accredited investor" as defined in Rule 501(a) of Regulation D under the U.S. Securities Act;

"affiliate" means "affiliate" as that term is defined in Rule 405 under the 1933 Act;

"**Directed Selling Efforts**" means "directed selling efforts" as that term is defined in Regulation S. Without limiting the foregoing, but for greater clarity in the Schedule, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Securities and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Securities;

"**General Solicitation**" or "**General Advertising**" means "general solicitation or general advertising", as used under Rule 502(c) of Regulation D. Without limiting the foregoing, but for greater clarity, general solicitation or general advertising includes, but is not limited to, any advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;

"**Person**" means an individual, a firm, a corporation, a syndicate, a partnership, a trust, an association, an unincorporated organization, a joint venture, an investment club, a government or an agency or political subdivision thereof and every other form of legal or business entity of any nature or kind whatsoever;

"**Regulation D**" means Regulation D adopted by the SEC under the 1933 Act;

"**Regulation S**" means Regulation S adopted by the SEC under the 1933 Act;

"**SEC**" means the United States Securities and Exchange Commission;

"**Securities**" means the Offered Shares;

"**Substantial U.S. Market Interest**" means "substantial U.S. market interest" as that term is defined in Regulation S;

"**U.S. Person**" means "**U.S. Person**" as that term is defined in Regulation S;

"U.S. Subscription Agreement" means the form of Subscription Agreement agreed to be entered into between the Company and purchasers in the United States;

"**United States**" means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia;

"**1933 Act**" means the United States Securities Act of 1933, as amended; and

"**1934 Act**" means the United States Securities Exchange Act of 1934, as amended.

Section 1 Representations, Warranties and Covenants of the Underwriters

Each Underwriter acknowledges that the Securities have not been and will not be registered under the 1933 Act or the securities laws of any state and may be offered and sold only in transactions exempt from or not subject to the registration requirements of the 1933 Act and any applicable state securities laws. Accordingly, each Underwriter represents, warrants and covenants to the Company that:

(1) It has not offered and sold, and will not offer and sell, any Securities as part of its distribution except (a) in an offshore transaction in accordance with Rule 903 of Regulation S or (b) Offered Shares offered or sold in the United States as provided in paragraphs 2 through 10 below. Accordingly, neither the Underwriter nor any of its affiliates nor any persons acting on its or their behalf, has made or will make (except as permitted in paragraphs 2 through 10 below) (i) any offer to sell and any solicitation of an offer to buy, any Securities to any Person in the United States or to any U.S. Person, (ii) any sale of Securities to any purchaser unless, at the time the buy order was or will have been originated, the purchaser was outside the United States, or such Underwriter, affiliate or Person acting on its or their behalf reasonably believed that such purchaser was outside the United States, or (iii) any Directed Selling Efforts in the United States with respect to any of the Securities.

(2) It will not offer or sell Securities in the United States except that it may offer or sell Offered Shares to Accredited Investors who will purchase the Offered Shares directly from the Company in compliance with Rule 506 of Regulation D, all in the manner contemplated in paragraphs 2 through 10 below.

(3) It has not entered and will not enter into any contractual arrangement with respect to the distribution of Securities except with its affiliates, or with the prior written consent of the Company.

(4) All offers of Offered Shares in the United States have been and will be made through the Underwriter's U.S. Affiliate and all sales of the Offered Shares be made pursuant to Rule 506 of Regulation D, by the Company to Accredited Investors designated by one of the Underwriters' U.S. Affiliates.

(5) It and its affiliates have not, either directly or through a person acting on its or their behalf, solicited and will not solicit offers for, and have not offered to sell and will not offer to sell, any of the Securities in the United States by any form of General

Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(2) of the 1933 Act.

(6) Any offer, sale or solicitation of an offer to buy Securities that has been made or will be made in the United States was or will be made only to Accredited Investors in transactions that are exempt from registration under the 1933 Act and any applicable state securities laws and in accordance with any applicable U.S. federal or state laws or regulations governing the registration or conduct of securities brokers or dealers, through the U.S. Affiliates of the Underwriters, each of which was on the dates of such offers and sales a duly registered broker or dealer pursuant to Section 15(b) of the 1934 Act and under the securities laws of each state in which such offers and sales were made (unless exempted from the respective state's broker-dealer registration requirements) and was and is a member in good standing with the National Association of Securities Dealers, Inc.

(7) Immediately prior to soliciting such offerees, the Underwriter, its affiliates, and any person acting on its or their behalf had reasonable grounds to believe and did believe that each offeree in the United States was and is an Accredited Investor, and at the time of completion of each sale to a person in the United States, the Underwriter, its affiliates, and any person acting on its or their behalf will have reasonable grounds to believe and will believe, that each purchaser designated by such Underwriter or its U.S. Affiliate to purchase Securities from the Company is an Accredited Investor.

(8) Prior to completion of any sale of Securities in the United States, it shall cause each U.S. purchaser thereof to execute and deliver a U.S. Subscription Agreement.

(9) Each offeree that is in the United States shall be provided, prior to time of purchase of any Securities, with a copy of the U.S. Placement Memorandum attached to a copy of the Final Prospectus.

(10) At Closing, each Underwriter together with its U.S. Affiliate, will provide a certificate, substantially in the form of Appendix I, relating to the manner of the offer and sale of the Securities in the United States or a written confirmation that it did not offer or sell any Securities in the United States or to any purchasers in the United States.

(11) With respect to any Securities the Underwriter purchases as principal at the Closing, the Underwriter confirms that it (a) did not receive the offer to purchase such Securities in the United States, (b) is not a U.S. Person and is not acquiring such Securities for the account or benefit of any U.S. Person or Person in the United States, (c) did not execute the Underwriting Agreement or any other materials relating to its acquisition of such Securities in the United States, and (d) did not acquire such Securities pursuant to Directed Selling Efforts in the United States.

Section 2 Representations, Warranties and Covenants of the Company

The Company represents, warrants, covenants and agrees that:

(1) The Company is, and at the Closing will be, a Foreign Issuer with no Substantial U.S. Market Interest in any of the Securities.

(2) The Company is not, and as a result of the sale of the Securities contemplated hereby will not be, an "investment company" as defined in the United States Investment Company Act of 1940, as amended.

(3) Except with respect to offers and sales in the United States or to, or for the account or benefit of, Accredited Investors in reliance upon an exemption from registration available under Rule 506 of Regulation D, neither the Company nor any of its affiliates, nor any person acting on its or their behalf (other than the Underwriters, their respective affiliates or any person acting on their behalf, in respect of which no representation is made), has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Securities in the United States or to, or for the account or benefit of, a person in the United States or to a U.S. Person; or (B) any sale of Securities unless, at the time the buy order was or will have been originated, the purchaser is (i) outside the United States or (ii) the Company, its affiliates, and any person acting on their behalf reasonably believe that the purchaser is outside the United States and is not a U.S. Person.

(4) During the period in which the Securities are offered for sale, neither it nor any of its affiliates, nor any person acting on its or their behalf (other than the Underwriters, their respective affiliates or any person acting on their behalf, in respect of which no representation is made) has engaged in or will engage in any Directed Selling Efforts with respect to the Securities in the United States, or has taken or will take any action that would cause the exemption afforded by Rule 506 of Regulation D to be unavailable for offers and sales of Securities in the United States in accordance with this Schedule "B", or the exclusion from registration afforded by Rule 903 of Regulation S to be unavailable for offers and sales of the Securities outside the United States in accordance with the Underwriting Agreement.

(5) None of the Company, any of its affiliates or any person acting on its or their behalf (other than the Underwriters, their respective affiliates or any person acting on their behalf, in respect of which no representation is made) has offered or will offer to sell, or has solicited or will solicit offers to buy, any of the Securities in the United States by means of any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(2) of the 1933 Act.

(6) Except with respect to the offer and sale of the Securities offered hereby, the Company has not, for a period of six months prior to the commencement of the offering of Securities sold, offered for sale or solicited any offer to buy any of its securities in the United States, or to, or for the account of a person in the United States, in a manner that would be integrated with the offer and sale of the Securities and would cause the exemption from registration set forth in Rule 506 of Regulation D to become unavailable with respect to the offer and sale of the Securities.

(7) Neither the Company nor any of its predecessors or affiliates has been subject to any order, judgement, or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D.

APPENDIX I
TO SCHEDULE "B"

UNDERWRITERS' CERTIFICATE

In connection with the private placement in the United States of common shares (the "Offered Shares") of Quadra Mining Ltd. (the "Company") pursuant to the Underwriting Agreement dated April ____, 2004, among the Company and the Underwriters named therein (the "Underwriting Agreement"), the undersigned does hereby certify as follows:

(i) the Offered Shares have been offered and sold in the United States only through our US. Affiliate(s), each of which was on the dates of such offers and sales, and is on the date hereof, a duly registered broker or dealer pursuant to Section 15(b) of the 1934 Act and under the securities laws of each state in which such offers and sales were made (unless exempted from the respective state's broker-dealer registration requirements) and was and is a member in good standing with the National Association of Securities Dealers, Inc.

(ii) all offers and sales of Offered Shares in the United States have been effected through our U.S. Affiliate(s) in accordance with all applicable federal and states laws and regulations governing the registration and conduct of securities brokers and dealers;

(iii) each offeree that was in the United States was provided with a copy of the U.S. Placement Memorandum relating to the offering of the Offered Shares;

(iv) immediately prior to transmitting the U.S. Placement Memorandum to such offerees, we had reasonable grounds to believe and did believe that each offeree was an Accredited Investor and, on the date hereof, we have reasonable grounds to believe and do believe that each person in the United States that we have arranged to purchase Offered Shares from the Company is an Accredited Investor;

(v) no form of General Solicitation or General Advertising was used by us, including any advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising, in connection with the offer or sale of the Offered Shares in the United States;

(vi) the offering of the Offered Shares has been conducted in accordance with the terms of the Underwriting Agreement, including Schedule "B" thereto; and

(vii) prior to any sale of Offered Shares in the United States we delivered a copy of the final U.S. Placement Memorandum and the Final Prospectus to the purchaser and caused the purchaser to execute a U.S. Subscription Agreement.

Terms used in this certificate have the meanings given to them in the Underwriting Agreement (including Schedule "B" thereto) unless otherwise defined herein.

Dated this _____ day of _____, 2004.

NAME OF UNDERWRITER

By: _____

Name: ●

Title: ●

NAME OF U. S. AFFILIATE

By: _____

Name: ●

Title: ●