MEGA PRECIOUS METALS INC.,

0893573 B.C. LTD.

and

ROLLING ROCK RESOURCES CORPORATION

BUSINESS COMBINATION AGREEMENT

Dated October 29, 2010

TABLE OF CONTENTS

SCHEDULES

BUSINESS COMBINATION AGREEMENT

THIS AGREEMENT is dated the 29th day of October, 2010.

BETWEEN: **MEGA PRECIOUS METALS INC.**, a corporation existing under the laws of Ontario

("**Mega**")

AND: **0893573 B.C. LTD.**, a company existing under the laws of British Columbia

("**Mega Subco**")

AND: **ROLLING ROCK RESOURCES CORPORATION**, a company existing under the laws of British Columbia

("**Rolling Rock**")

WHEREAS:

(A) Mega and Rolling Rock have agreed to proceed with a business combination transaction providing for the acquisition by Mega of all of the outstanding common shares of Rolling Rock pursuant to a letter agreement dated September 23, 2010 between Mega and Rolling Rock.

(B) Mega and Rolling Rock intend to carry out the proposed business combination transaction by way of a three-cornered amalgamation pursuant to which Rolling Rock and Mega Subco, a wholly-owned subsidiary of Mega, will amalgamate under the applicable provisions of the *Business Corporations Act* (British Columbia).

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the respective covenants and agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto hereby agree as follows:

ARTICLE 1
INTERPRETATION

Definitions

1.1 In this Agreement and in the recitals hereto, unless there is something in the context or subject matter inconsistent therewith, the following words and terms shall have their respective meanings set out below:

(a) "**Acquisition Proposal**" means, other than from or with Mega or a Mega Subsidiary, any merger, amalgamation, statutory arrangement, recapitalization, take-over bid, joint venture, sale of material properties or assets (including, without limitation, the sale of all or any part of the Monument Bay Property or the Domain Property), any lease, long-term supply agreement or other arrangement having the same economic effect as a sale of any such material properties or assets, any sale or grant of a royalty or similar type of transaction with respect to the Monument Bay Property or the Domain Property, any liquidation, winding-up, sale or redemption of a material number of shares or rights or interests therein or thereto or any similar transaction involving Rolling Rock, or any other similar transaction which would, or could, impede the completion of the Amalgamation or any of the other transactions contemplated in this Agreement or a written inquiry or proposal to do so, excluding the Amalgamation and the other transactions contemplated hereby;

(b) "**Agreement**" means this business combination agreement between Mega, Mega Subco and Rolling Rock entered into for the purpose of effecting the Amalgamation, including the schedules attached hereto, as the same may be supplemented or amended from time to time;

(c) "**Amalgamation**" means the amalgamation of Rolling Rock and Mega Subco pursuant to section 269 of the BCBCA to form Mergeco, on the terms and conditions set forth in this Agreement and the Amalgamation Agreement;

(d) "**Amalgamation Agreement**" means the amalgamation agreement between Mega, Rolling Rock and Mega Subco to be entered into pursuant to subsection 270(1) of the BCBCA with respect to the Amalgamation, such agreement to be substantially in the form set out in schedule A attached hereto, as amended or varied pursuant to the terms hereof and thereof;

(e) "**Amalgamation Application**" means the amalgamation application that will be filed with the Registrar under subsection 275(1)(a) of the BCBCA in order to give effect to the Amalgamation;

(f) "**Amalgamation Resolution**" means the Special Resolution of Rolling Rock Shareholders approving the adoption of the Amalgamation Agreement;

(g) "**Applicable Laws**" means any domestic or foreign statute, law, ordinance, rule, regulation, restriction, published and legally binding regulatory policy or guideline, by-law (zoning or otherwise), or order or any consent, exemption, approval or licence of any domestic or foreign Governmental Entity that applies in whole or in part to the Parties, as the context requires, or to their respective businesses, undertakings, properties or securities including, without limitation, Applicable Securities Laws;

(h) "**Applicable Securities Laws**" means the *Securities Act* (Ontario) and the equivalent legislation in the other provinces and in the territories of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins, orders and notices of the securities commissions and similar regulatory authorities of each of the provinces and territories of Canada, U.S. Securities Laws and the published rules and policies of the TSX-V;

(i) "**BCBCA**" means the *Business Corporations Act* (British Columbia), as amended;

(j) "**Business Day**" means a day which is not a Saturday, a Sunday or a civic or statutory holiday in either Toronto, Ontario, or Vancouver, British Columbia;

(k) "**Canadian GAAP**" means generally accepted accounting principles determined with reference to the Handbook of the Canadian Institute of Chartered Accountants, as amended from time to time;

(l) "**Closing Date**" means the fifth Business Day after the later of (i) the date of the Rolling Rock Shareholder Approvals and (ii) the acceptance of the TSX-V, in respect of Mega and Rolling Rock, required to close the Amalgamation, or such other date as the Parties may agree;

(m) "**Dissent Rights**" means the rights of dissent of Rolling Rock Shareholders in respect of the Amalgamation Resolution under section 272 of the BCBCA;

(n) "**Domain Contracts**" means the contracts relating to the Domain Property listed in schedule C attached hereto;

(o) "**Domain Property**" means the Domain gold project located in northern Manitoba, in which Rolling Rock holds a 65% joint venture interest, as more particularly described in schedule B attached hereto;

(p) "**Effective Date**" means the date shown on the certificate of amalgamation issued by the Registrar in accordance with section 281 of the BCBCA in respect of the Amalgamation, being the Closing Date, or such other date as may be agreed to by the Parties;

(q) "**Effective Time**" means the time when the Amalgamation will be deemed to have been completed, which shall be 12:01 a.m., Vancouver time, on the Effective Date;

(r) "**Encumbrance**" means any mortgage, hypothec, pledge, assignment, charge, lien, claim, security interest, adverse interest, other third Person interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing;

(s) "**Environmental Approvals**" means all permits, certificates, licences, authorizations, consents, instructions, registrations, directions or approvals issued or required by any Governmental Entity pursuant to any Environmental Law;

(t) "**Environmental Laws**" means all Applicable Laws relating to pollution, the protection of the environment or public health and safety, including all Environmental Approvals;

(u) "**Exchange Ratio**" means 0.4 (being 0.4 of a Mega Share in exchange for each one Rolling Rock Share);

(v) "**Fairness Opinion**" means the initial verbal and subsequent written opinion of the Financial Advisor that the consideration to be received by Rolling Rock

Shareholders, other than Mega, pursuant to the Amalgamation is fair, from a financial point of view, to the Rolling Rock Shareholders, subject to the limitations and qualifications set out in such opinion;

(w) "**Financial Advisor**" means Dundee Securities Corporation;

(x) "**Foreign Private Issuer**" means "foreign private issuer" as defined in Rule 405 of Regulation C under the 1933 Act;

(y) "**Form CB**" means Form CB prescribed by the SEC in connection with exemption transactions under Rule 802 of the 1933 Act;

(z) "**Governmental Entity**" means any applicable (i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, agency, domestic or foreign, (ii) any subdivision, agent, commission, board or authority of any of the foregoing, or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

(aa) "**Hazardous Substance**" means any chemical, material or substance in any form, whether solid, liquid, gaseous, semisolid or any combination thereof, whether waste material, raw material, finished product, intermediate product, by-product or any other material or article, that is listed or regulated under any Environmental Laws as a hazardous substance, toxic substance, waste or contaminant or is otherwise listed or regulated under any Environmental Laws because it poses a hazard to human health or the environment, including petroleum products, asbestos, PCBs, urea formaldehyde foam insulation and lead-containing paints or coatings;

(bb) "**IFRS**" means International Financial Reporting Standards as adopted by the International Accounting Standards Board;

(cc) "**Letter Agreement**" means the letter agreement dated September 23, 2010 between Mega and Rolling Rock;

(dd) "**Material Adverse Change**" means, in respect of Mega and the Mega Subsidiaries, Rolling Rock, the Monument Bay Property, any one or more changes, events or occurrences, and "**Material Adverse Effect**" means, in respect of Mega and the Mega Subsidiaries, Rolling Rock or the Monument Bay Property, any state of facts, which, in any case, either individually or in the aggregate, are, or would reasonably be expected to be, material and adverse to the business, operations, results of operations, prospects, properties, assets, liabilities or financial condition of Mega and the Mega Subsidiaries on a consolidated basis, or of Rolling Rock, or the right to explore, develop or exploit the Monument Bay Property, respectively, other than any change, effect, event or occurrence (i) relating to the global economy or securities markets in general, (ii) affecting the worldwide mining industry in general and which does not have a materially disproportionate effect on Mega and the Mega Subsidiaries on a consolidated basis, or on Rolling Rock or the Monument

Bay Property, respectively, (iii) resulting from changes in the price of gold or other minerals, (iv) relating to the rate at which currencies can be exchanged, or (v) a change in the trading price of the Mega Shares or the Rolling Rock Shares following and reasonably attributable to the disclosure of the Amalgamation and the other transactions contemplated herein;

(ee) "**Material Fact**" has the meaning ascribed to the term "material fact" in the *Securities Act* (Ontario), as amended;

(ff) "**Mega**" means Mega Precious Metals Inc., a corporation existing under the laws of the Province of Ontario;

(gg) "**Mega Board**" means the board of directors of Mega;

(hh) "**Mega Disclosure Documents**" means

(i) the annual information form dated October 27, 2010 of Mega for the year ended December 31, 2009;

(ii) the annual report of Mega for the year ended December 31, 2009;

(iii) the annual audited consolidated financial statements of Mega for the year ended December 31, 2009;

(iv) management's discussion and analysis of Mega for the year ended December 31, 2009;

(v) the unaudited interim consolidated financial statements of Mega for the six months ended June 30, 2009;

(vi) management's discussion and analysis of Mega for the six months ended June 30, 2010;

(vii) the management information circular dated May 21, 2010 of Mega;

(viii) all material change reports filed by Mega on SEDAR after December 31, 2009; and

(ix) all press releases filed by Mega on SEDAR after December 31, 2009;

(ii) "**Mega Replacement Options**" has the meaning ascribed to such term in subsection 2.1(c) hereof;

(jj) "**Mega Shares**" means the common shares which Mega is authorized to issue as presently constituted;

(kk) "**Mega Subco**" means 0893573 B.C. Ltd., a corporation existing under the laws of the Province of British Columbia, all of the outstanding shares of which are owned by Mega;

(ll) “**Mega Subsidiaries**” means Skybridge Development Corp., Alyris Gold Corporation and Mega Subco collectively, and “**Mega Subsidiary**” refers to any one of them;

(mm) “**Mega Technical Reports**” means, collectively, the technical report titled “Technical Report on Inferred Resource Estimate on the Blue Caribou Property, Kitikmeot Region, Nunavut”, dated May 11, 2009, as revised June 30, 2009 and February 9, 2010, and prepared by G.A. Harron, M.Sc., P.Eng. of G.A. Harron & Associates Inc. and the technical report titled “Technical Report on North Madsen Properties, Dome and Heyson Townships, Red Lake M.D. Ontario, Canada”, dated June 6, 2010 and prepared by G. A. Harron, M.Sc., P.Eng. of G.A. Harron & Associates Inc. and Eugene Puritch, P.Eng. of P & E Mining Consultants Inc.;

(nn) “**Mergeco**” means the company formed pursuant to the Amalgamation;

(oo) “**Misrepresentation**” has the meaning ascribed to the term “misrepresentation” in the *Securities Act* (Ontario), as amended;

(pp) “**Monument Bay Contracts**” means the contracts relating to the Monument Bay Property listed in schedule C attached hereto;

(qq) “**Monument Bay Property**” means the Monument Bay project located in northeastern Manitoba in which Rolling Rock holds a 100% interest, as more particularly described in schedule B attached hereto;

(rr) “**Party**” means any one of Mega, Mega Subco and Rolling Rock, and “**Parties**” means more than one of them, as the context requires;

(ss) “**Person**” means any individual, corporation, firm, partnership (including, without limitation, a limited partnership), sole proprietorship, syndicate, joint venture, trustee, trust, unincorporated organization or association, Governmental Entity, tribunal or other legal entity;

(tt) “**Records and Data**” means all books, contracts, documents, technical information and data (in paper or electronic form), maps, surveys, drill core samples and assays owned by Rolling Rock;

(uu) “**Registrar**” means the registrar appointed under section 400 of the BCBCA;

(vv) “**Revised Termination Deadline**” has the meaning ascribed to such term in section 6.2 hereof;

(ww) “**Rolling Rock**” means Rolling Rock Resources Corporation, a company existing under the laws of British Columbia;

(xx) “**Rolling Rock Board**” means the board of directors of Rolling Rock;

(yy) “**Rolling Rock Convertible Securities**” means, other than the Rolling Rock Options, the outstanding warrants, including the Rolling Rock Warrants and the Rolling Rock

Finder's Options, convertible securities and other rights to acquire Rolling Rock Shares as listed in schedule E attached hereto;

(zz) "**Rolling Rock Disclosure Documents**" means:

(i) the annual audited financial statements of Rolling Rock for the year ended March 31, 2010;

(ii) management's discussion and analysis of Rolling Rock for the year ended March 31, 2010;

(iii) the unaudited interim financial statements of Rolling Rock for the three months ended June 30, 2010;

(iv) management's discussion and analysis of Rolling Rock for the three months ended June 30, 2010;

(v) the management information circular dated August 17, 2010 of Rolling Rock;

(vi) all material change reports filed by Rolling Rock on SEDAR after March 31, 2010; and

(vii) all press releases filed by Rolling Rock on SEDAR after March 31, 2010;

(aaa) "**Rolling Rock Finder's Options**" means the options to acquire up to 600,000 units of Rolling Rock (with each unit consisting of one Rolling Rock Share and one share purchase warrant) as listed in schedule E attached hereto;

(bbb) "**Rolling Rock Information Circular**" means the management information circular (including all appendices attached thereto), notice of meeting and proxy form to be sent by Rolling Rock to Rolling Rock Shareholders in connection with the Rolling Rock Meeting;

(ccc) "**Rolling Rock Meeting**" means the special meeting of Rolling Rock Shareholders, including any adjournment or adjournments or postponement or postponements thereof, to be held for the purpose of obtaining the Rolling Rock Shareholder Approvals;

(ddd) "**Rolling Rock Options**" means the outstanding options to acquire up to 3,265,000 Rolling Rock Shares as listed in schedule E attached hereto and which have been issued pursuant to the Rolling Rock Stock Option Plan;

(eee) "**Rolling Rock Shareholder Approvals**" means, collectively, (i) the approval of the Amalgamation Resolution by not less than 66⅔% of the votes cast thereon by Rolling Rock Shareholders present in person or represented by proxy at the Rolling Rock Meeting in accordance with the BCBCA and the articles of Rolling Rock, and (ii) the approval of the Amalgamation Resolution by a majority of the votes cast thereon by Rolling Rock Shareholders present in person or represented by proxy at the Rolling Rock Meeting, excluding the votes cast thereon that are required to be excluded in accordance with the minority approval requirements of Multilateral Instrument 61-101 of the Canadian Securities Administrators;

(fff) "**Rolling Rock Shareholders**" means holders of outstanding Rolling Rock Shares;

(ggg) "**Rolling Rock Shares**" means the common shares which Rolling Rock is authorized to issue as presently constituted;

(hhh) "**Rolling Rock Stock Option Plan**" means the stock option plan of Rolling Rock as approved by the Rolling Rock Board on January 6, 2006 and by the Rolling Rock Shareholders on June 28, 2006;

(iii) "**Rolling Rock Technical Reports**" means, collectively, the technical report titled "NI 43-101 Compliant Technical Report for the Domain Property", dated August 21, 2005 and prepared by J.T. Shearer, M.Sc., P.Geo. of Homegold Resources Ltd. and the technical report titled "Preliminary Assessment Study: Monument Bay Gold Project", dated February 1, 2009 and prepared by Beacon Hill Consultants (1988) Ltd.;

(jjj) "**Rolling Rock Warrants**" means the share purchase warrants to acquire up to 6,000,000 Rolling Rock Shares as listed in schedule E attached hereto;

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

(lll) "**Securities Authority**" means the appropriate securities commissions or similar regulatory authorities in each of the provinces and in the territories of Canada, the SEC and the State Commissions;

(mmm) "**SEDAR**" means the System for Electronic Document Analysis and Retrieval described in National Instrument 13-101 of the Canadian Securities Administrators and available for public view at www.sedar.com;

(nnn) "**Special Resolution**" has the meaning ascribed to the term "special resolution" in the BCBCA;

(ooo) "**State Commissions**" means the securities commissions in each state in which a U.S. Holder of Rolling Rock securities resides;

(ppp) "**Subsidiary**" means, with respect to a specified body corporate, any body corporate of which the specified body corporate is entitled to elect a majority of the directors thereof and shall include any body corporate, partnership, joint venture or other entity over which such specified body corporate exercises direction or control or which is in a like relation to such a body corporate, excluding any body corporate in respect of which such direction or control is not exercised by the specified body corporate as a result of any existing contract, agreement or commitment;

(qqq) "**Superior Proposal**" means any *bona fide* written Acquisition Proposal, other than the Amalgamation, that the Rolling Rock Board determines in good faith (based upon the oral or written advice of the Financial Advisor and after consultation with outside legal counsel) (i) is reasonably capable of being completed without undue delay, taking into account all legal, financial, regulatory and other aspects of such proposal and the Person making such proposal, (ii) is not subject to a due diligence condition, (iii) is made to all Rolling Rock Shareholders in compliance with Applicable Securities Laws, (iv) is not conditional on obtaining financing, and (v) would, if completed in accordance with its terms, result in a transaction more favourable to Rolling Rock Shareholders, from a financial point of view, than the Amalgamation;

(rrr) "**Superior Proposal Notice**" has the meaning ascribed to such term in subsection 4.3(a) hereof;

(sss) "**Support Agreements**" means the support agreements dated the date hereof and made between Mega and the Supporting Shareholders;

(ttt) "**Supporting Shareholders**" means all of the directors and officers of Rolling Rock listed in schedule D attached hereto and Pinetree Capital Ltd.;

(uuu) "**Tax**" and "**Taxes**" means all taxes, assessments, charges, dues, duties, rates, fees imposts, levies and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Entity, including all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all capital taxes, gross receipts taxes, environmental taxes and charges, sales taxes, use taxes, *ad valorem* taxes, value added taxes, subsoil use or extraction taxes and ownership fees, transfer taxes (including, without limitation, taxes relating to the transfer of interests in real property or entities holding interests therein), franchise taxes, licence taxes, withholding taxes, health taxes, payroll taxes, employment taxes, Canada or Québec Pension Plan premiums, excise, severance, social security, workers' compensation, employment insurance or compensation taxes, mandatory pension and other social fund taxes or premium, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes, goods and services tax, harmonized sales tax, customs duties or other taxes, fees, imports, assessments or charges or any kind whatsoever, and any instalments in respect thereof, together with any interest and any penalties or additional amounts imposed by any taxing authority (domestic or foreign) on such entity, and any interest, penalties, additional taxes and additions to tax imposed with respect to the foregoing;

(vvv) "**Tax Act**" means the *Income Tax Act* (Canada), as amended, and the regulations thereunder, as amended;

(www) "**Tax Return**" means any return, election, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof;

(xxx) “**Termination Deadline**” means January 31, 2010 or such other date as the Parties may otherwise agree upon in writing;

(yyy) “**Termination Fee**” has the meaning ascribed to such term in section 6.3 hereof;

(zzz) “**TSX-V**” means the TSX Venture Exchange;

(aaaa) “**United States**” means “United States” as defined in Rule 800(i) of the regulations under the 1933 Act;

(bbbb) “**U.S. Holder**” means “U.S. holder” as defined in Rule 800(h) under the regulations of the 1933 Act;

(cccc) “**U.S. Securities Laws**” means the 1933 Act, the 1934 Act, together with the applicable blue sky or securities legislation in the states of the United States;

(dddd) “**1933 Act**” means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated from time to time thereunder;

(eeee) “**1934 Act**” means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated from time to time thereunder; and

(ffff) “**1940 Act**” means the United States Investment Company Act of 1940, as amended.

In addition, words and terms used but not defined herein that are defined in the BCBCA shall have the same meanings herein as in the BCBCA unless the context otherwise requires.

Number and Gender

1.2 In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender or neuter include both genders and neuter.

Interpretation Not Affected by Headings

1.3 The division of this Agreement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. The terms “**this Agreement**”, “**hereof**’, “**herein**”, “**hereto**”, “**hereunder**” and similar expressions refer to this Agreement and the schedules attached hereto and not to any particular article, section or other portion hereof and include any agreement, schedule or instrument supplementary or ancillary hereto or thereto. The word “including”, when following a general statement or term, is not to be construed as limiting the general statement or term to any specific item or matter set forth or to similar items or matters, but rather as permitting the general statement or term to refer also to all other items or matters that could reasonably fall within its broadest possible scope.

Date of Any Action

1.4 If the date on which any action is required to be taken hereunder by any Party is not a business day in the place where the action is required to be taken, that action will be required to be taken on the next succeeding day which is a business day in that place.

References to Statutes

1.5 A reference to a statute includes all regulations made thereunder, all amendments to the statute or regulations in force from time to time, and every statute or regulation that supplements or supersedes such statute or regulations.

References to Persons

1.6 A reference to a Person includes any successor to that Person.

Accounting Matters

1.7 Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributed thereto under Canadian GAAP and all determinations of an accounting nature required to be made shall be made in a manner consistent with Canadian GAAP.

Knowledge

1.8 Each reference herein to the knowledge of a Party means, unless otherwise specified, the actual knowledge of the officers and directors of such Party.

Schedules

1.9 The following are the schedules attached to and incorporated in this Agreement by reference and deemed to be part hereof:

Schedule A	-	Amalgamation Agreement under Section 269 of the *Business Corporations Act* (British Columbia)
Schedule B	-	Rolling Rock Properties
Schedule C	-	Rolling Rock Contracts
Schedule D	-	Directors and Officers of Rolling Rock
Schedule E	-	Rolling Rock Options and Convertible Securities
Schedule F	-	Rolling Rock Employment Agreements

ARTICLE 2
THE AMALGAMATION

Terms of Amalgamation

2.1 Rolling Rock, Mega Subco and Mega hereby covenant and agree to implement the Amalgamation in accordance with the terms and subject to the conditions of this Agreement and as more fully set forth in the Amalgamation Agreement, including, without limitation, as follows:

(a) At the Effective Time, Mega Subco and Rolling Rock shall amalgamate and continue as one company, being Mergeco, pursuant to the provisions of Section 269 of the BCBCA.

(b) At the Effective Time:

(i) All of the Rolling Rock Shares outstanding immediately prior to the Effective Time shall be cancelled, and holders of Rolling Rock Shares outstanding immediately prior to the Effective Time, other than Mega and Mega Subco, shall receive, subject to subsection 2.1(f) hereof, in exchange for their Rolling Rock Shares so cancelled, that number of Mega Shares equal to the product of (A) the number of Rolling Rock Shares so cancelled, and (B) the Exchange Ratio. Neither Mega nor Mega Subco shall receive any repayment of capital in respect of any Rolling Rock Shares held by them that are cancelled pursuant to this subsection 2.1(b)(i).

(ii) All of the common shares of Mega Subco outstanding immediately prior to the Effective Time shall be cancelled and replaced with an equal number of common shares of Mergeco issued by Mergeco.

(iii) As consideration for the issuance of Mega Shares pursuant to the Amalgamation, Mergeco shall issue to Mega one common share of Mergeco for each Mega Share so issued.

As a result of the foregoing, (i) in accordance with section 282 of the BCBCA, among other things, the property, rights and interests of each of Rolling Rock and Mega Subco will continue to be the property, rights and interests of Mergeco, and Mergco will continue to be liable for the obligations of each of Rolling Rock and Mega Subco, and (ii) Mergeco will be a wholly-owned subsidiary of Mega.

(c) Subject to the requirements in subsection 4.4(h) hereof, following the Effective Time, each Rolling Rock Option outstanding immediately prior to the Effective Time, whether vested or not, shall be exchanged for a fully-vested option granted by Mega (each a "**Mega Replacement Option**" and collectively the "**Mega Replacement Options**") to acquire that number of Mega Shares equal to the product of (A) the number of Rolling Rock Shares subject to the Rolling Rock Option immediately before the Effective Time and (B) the Exchange Ratio, and the exercise price per Mega Share subject to any Mega Replacement Option shall be equal to the quotient of (A) the exercise price per Rolling Rock Share subject to such Rolling Rock Option immediately before the Effective Time divided by (B) the Exchange Ratio. Notwithstanding the acceleration provisions set out in section 10 of the Rolling Rock Stock Option Plan, each Mega Replacement Option shall be exercisable until the earlier of (A) the original expiry date of the Rolling Rock Option exchanged therefor, and (B) the later of (i) the date that is six months after the Effective Date, and (ii) the date the holder of the Mega Replacement Option ceases to be an eligible participant under the stock option plan of Mega. Except as set out above, the terms of each Mega Replacement Option shall be the same as the Rolling Rock Option exchanged therefor.

(d) Following the Effective Time, each Rolling Rock Warrant outstanding immediately prior to the Effective Time shall remain outstanding in accordance with its terms, and, in accordance with its terms, the holder thereof will receive, upon the exercise thereof, in lieu of the number of Rolling Rock Shares to which such holder was theretofore entitled to acquire upon such exercise, that number of Mega Shares equal to the product of (A) the number of Rolling Rock Shares subject to such Rolling Rock Warrant immediately before the Effective Time and (B) the Exchange Ratio.

(e) Following the Effective Time, each Rolling Rock Finder's Option outstanding immediately prior to the Effective Time shall remain outstanding in accordance with its terms, and, in accordance with its terms, the holder thereof will receive, upon the exercise thereof, in lieu of the number of Rolling Rock Shares and share purchase warrants to acquire Rolling Rock Shares to which such holder was theretofore entitled to acquire upon such exercise, (A) that number of Mega Shares equal to the product of (i) the number of options subject to such Rolling Rock Finder's Option immediately before the Effective Time and (ii) the Exchange Ratio, and (B) share purchase warrants to acquire that number of Mega Shares equal to the product of (i) the number of options subject to such Rolling Rock Finder's Option immediately before the Effective Time and (ii) the Exchange Ratio.

(f) No fractional Mega Shares will be issued under the Amalgamation. Where the aggregate number of Mega Shares to be issued to any former Rolling Rock Shareholders under the Amalgamation, or to any holder of Mega Replacement Options or Rolling Rock Convertible Securities upon the exercise thereof after the Effective Time, would result in a fraction of a Mega Share being issuable, the number of Mega Shares to be issued to such holder shall be rounded down to the next whole number, and no cash or other consideration shall be paid or payable in lieu of such fraction of a Mega Share, unless, in the case of Rolling Rock Convertible Securities being exercised, the terms of such Rolling Rock Convertible Securities provide that cash or other consideration shall be payable in lieu of such fraction of a Mega Share, in which case the cash or other consideration payable in lieu of such fraction of a Mega Share shall be paid in accordance with the terms of such Rolling Rock Convertible Securities.

Effective Date

2.2 The Amalgamation shall be completed on the Effective Date and shall be effective at the Effective Time.

Closing

2.3 Unless this Agreement is terminated pursuant to the provisions hereof, Mega, Mega Subco and Rolling Rock shall meet at the offices of Axium Law Corporation, Suite 3350, Four Bentall Centre, 1055 Dunsmuir Street, Vancouver, British Columbia at 8:00 a.m., Vancouver time, on the Closing

Date, or at such other time, date or place as they may mutually agree upon, and each of them shall deliver to the other Parties:

(a) the documents required or contemplated to be delivered by it hereunder in order to complete, or necessary or reasonably requested to be delivered by it by the other Parties in order to effect, the Amalgamation, provided that each such document required to be dated the Effective Date shall be dated as of, or become effective on, the Effective Date and shall be held in escrow to be released upon the Amalgamation becoming effective; and

(b) written confirmation as to the satisfaction or waiver of all of the conditions in its favour contained in Article 5 hereof.

Amalgamation Application

2.4 Subject to the rights of termination contained in Article 6 hereof, upon obtaining the Rolling Rock Shareholder Approvals and the other conditions contained in Article 5 hereof being satisfied or waived, Rolling Rock and Mega Subco shall on the Effective Date jointly file the Amalgamation Application with the Registrar in accordance with the BCBCA in order to effect the Amalgamation, together with such other documents as may be required under the BCBCA to effect the Amalgamation. To the extent appropriate, the Amalgamation Application may be filed with the Registrar on a date agreed upon by the Parties in advance of the Effective Date, subject to the right of any Party to withdraw the Amalgamation Application by filing with the registrar a notice of withdrawal pursuant to section 280 of the BCBCA.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

Representations and Warranties of Mega and Mega Subco

3.1 Mega and Mega Subco hereby jointly and severally make the following representations and warranties to Rolling Rock as of the date hereof and acknowledge that Rolling Rock is relying upon such representations and warranties in connection with the Amalgamation and the other transactions contemplated herein and in entering into this Agreement:

(a) **Organization.** Each of Mega and Mega Subco has been incorporated, is validly subsisting and has full corporate power and authority to own its property and assets and to conduct its business as currently owned and conducted. Each of Mega and Mega Subco is registered, licensed or otherwise qualified as an extra-provincial corporation or a foreign corporation in each jurisdiction where the nature of the business or the location or character of the property and assets owned or leased by it requires it to be so registered, licensed or otherwise qualified, other than those jurisdictions where the failure to be so registered, licensed or otherwise qualified would not have a Material Adverse Effect on Mega. All of the outstanding common shares of Mega Subco are owned directly by Mega.

(b) **Capitalization.** Mega is authorized to issue an unlimited number of Mega Shares. As of October 28, 2010, there were (i) 44,193,780 Mega Shares outstanding, and (ii) an aggregate of 20,115,000 Mega Shares reserved for issue pursuant to outstanding options, warrants, convertible securities and other rights to acquire Mega Shares. All outstanding Mega Shares have been authorized and are validly issued and outstanding as fully paid and non-assessable shares, free of pre-emptive rights. Mega Subco is authorized to issue an unlimited number of common shares. As of the date hereof, there is one common share of Mega Subco outstanding and there are no common shares of Mega Subco reserved for issue pursuant to outstanding options, warrants, convertible securities and other rights to acquire common shares of Mega Subco. All outstanding common shares of Mega Subco have been authorized and are validly issued and outstanding as fully paid and non-assessable shares, free of pre-emptive rights.

(c) **Authority.** Each of Mega and Mega Subco has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by it as contemplated by this Agreement, and to perform its obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by each of Mega and Mega Subco and the completion by each of Mega and Mega Subco of the transactions contemplated by this Agreement have been authorized by the Mega Board and the directors of Mega Subco and no other corporate proceedings on the part of Mega or Mega Subco are necessary to authorize this Agreement or, other than the adoption of the Amalgamation Agreement by the sole shareholder of Mega Subco, to complete the transactions contemplated hereby. This Agreement has been executed and delivered by each of Mega and Mega Subco and constitutes a legal, valid and binding obligation of Mega and Mega Subco, enforceable against each of them in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other Applicable Laws relating to or affecting creditors' rights generally and to general principles of equity.

(d) **Shareholder Approval.** No vote or approval of the holders of Mega Shares or the holder of any other securities of Mega is necessary to approve this Agreement, the Amalgamation or the other transactions contemplated herein.

(e) **No Conflict or Violation.** Subject to receipt of the approvals set out in subsection 3.1(f) hereof, the execution and delivery of this Agreement and, subject to receipt of the adoption of the Amalgamation Agreement by the sole shareholder of Mega Subco and the approvals set out in subsection 3.1(f) hereof, the completion of the Amalgamation do not, and will not, result in a violation, contravention or breach of, require any consent to be obtained under or give rise to any termination rights under any provision of :

(i) the articles or by-laws of Mega or Mega Subco;

(ii) any Applicable Law; or

(iii) any contract, agreement, license or permit to which Mega or Mega Subco is bound or is subject to or of which Mega or Mega Subco is the beneficiary;

that would, individually or in the aggregate, have a Material Adverse Effect on Mega.

(f) **Consents.** No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity is required to be obtained by Mega in connection with the execution and delivery of this Agreement or the consummation by Mega of the Amalgamation other than:

(i) the approval of the TSX-V for the Amalgamation and the other transactions contemplated herein and any filings or approvals required under the BCBCA or under Applicable Securities Laws; and

(ii) any other consents, approvals, orders, authorizations, declarations or filings of or with a Governmental Entity which, if not obtained, individually or in the aggregate, would not, and either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Mega or a material impact on the ability of Mega to complete the Amalgamation and other transactions contemplated herein.

(g) **Listing and Reporting Issuer Status.** The outstanding Mega Shares are listed on Tier 1 of the TSX-V, and Mega does not have any other class of securities listed on the TSX-V or any of its outstanding securities listed on any other stock exchange. Mega is a reporting issuer in the provinces of British Columbia, Alberta, Ontario and Québec and is not a reporting issuer in any other Canadian jurisdiction or the equivalent of a reporting issuer in any foreign jurisdiction. Mega is not subject to any cease trade or other order of any stock exchange or Securities Authority and, to the knowledge of Mega, no investigation or other proceedings involving Mega which may operate to prevent or restrict trading of any securities of Mega are currently in progress or pending before any stock exchange or Securities Authority.

(h) **Mega Disclosure Documents.** Mega is current with all material filings required to be made under Applicable Securities Laws. The information and statements contained in the Mega Disclosure Documents at the respective dates of such information and statements (i) did not contain a Misrepresentation, and (ii) complied, in all material respects, with Applicable Securities Laws, except where such non-compliance has not had, and would not reasonably be expected to have, a Material Adverse Effect on Mega. Mega has not filed any confidential material change report or other report or other document with any Securities Authority or stock exchange which at the date hereof remains confidential.

(i) **Absence of Certain Changes or Events.** Other than as disclosed in the Mega Disclosure Documents, since December 31, 2009:

(i) Mega has conducted its business only in the ordinary and regular course of business consistent with past practice;

(ii) Mega has not incurred or suffered a Material Adverse Change;

(iii) there has not been any acquisition or sale by Mega of any material property or assets;

(iv) there has not been any incurrence, assumption or guarantee by Mega of any debt for borrowed money, any creation or assumption by Mega of any Encumbrance, any making by Mega of any loan, advance or capital contribution to or investment in any other Person;

(v) Mega has not effected any material change in its accounting methods, principles or practices;

(vi) Mega has not declared or paid any dividends or made any other distributions on any of the Mega Shares;

(vii) Mega has not effected or passed any resolution to approve a split, consolidation or reclassification of any of the outstanding Mega Shares;

(viii) other than in the ordinary and regular course of business consistent with past practice, there has not been any material increase in or modification of the compensation payable to or to become payable by Mega to any of its directors, officers, employees or consultants or any grant to any of its directors, officers, employees or consultants of any increase in severance or termination pay or any increase or modification of any bonus, pension, insurance or benefit arrangement to, for or with any of such directors, officers, employees or consultants; and

(ix) Mega has not adopted any, or materially amended any, collective bargaining agreement, bonus, pension, profit sharing, stock purchase, stock option or other benefit plan.

(j) **Financial Statements.** The financial statements of Mega forming part of the Mega Disclosure Documents have been prepared in accordance with Canadian GAAP consistently applied and fairly present in all material respects the consolidated financial condition of Mega at the respective dates indicated therein and the results of operations of Mega for the periods covered therein on a consolidated basis.

(k) **Litigation.** There are no actions, suits, proceedings or investigations commenced or, to the knowledge of Mega, threatened or contemplated, against or affecting Mega which involve the possibility of any judgment or liability which could be reasonably expected to have a Material Adverse Effect on Mega.

(l) **No Insolvency.** Neither Mega nor any of the Mega Subsidiaries is insolvent within the meaning of applicable bankruptcy, insolvency or fraudulent conveyance laws. No act or proceeding has been taken by or against Mega or any of the Mega Subsidiaries in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of Mega or any of the Mega Subsidiaries or the appointment of a trustee, receiver, manager or other administrator of Mega or any of the Mega Subsidiaries or any of their respective properties or assets.

(m) **Compliance with Laws.** Mega has complied with all Applicable Laws, orders, judgments and decrees and has not received any notice of non-compliance with any such Applicable Laws, orders, judgments and decrees, other than any non-compliance which would not, individually or in the aggregate, have a Material Adverse Effect on Mega.

(n) **Mega Shares.** The Mega Shares to be issued to Rolling Rock Shareholders pursuant to the Amalgamation will, upon issue, be issued as fully paid and non-assessable shares of Mega.

(o) **Rolling Rock Shares.** Mega owns or exercises control or direction over, directly or indirectly, 9,900,000 Rolling Rock Shares and Rolling Rock Warrants to purchase up to an additional 1,900,000 Rolling Rock Shares.

(p) **Residency.** Mega is not a non-resident of Canada for the purposes of the Tax Act.

(q) **Technical Reports.** The Mega Technical Reports were prepared in accordance with, and are in material compliance with, the requirements set out in National Instrument 43-101 of the Canadian Securities Administrators, and there has been no material change to the information contained in the Mega Technical Reports since their respective dates of filing which has not been publicly disclosed.

(r) **Mineral Resources**. The most recent estimated inferred and indicated mineral resources of Mega disclosed in the Mega Disclosure Documents have been prepared and disclosed in all material respects in accordance with all Applicable Laws. There has been no material reduction in the aggregate amount of estimated mineral resources of Mega from the amounts disclosed publicly by Mega.

(s) **Owner of Property.** Other than as disclosed in the Mega Disclosure Documents, Mega is the absolute legal and beneficial owner of, and has good and marketable title to, all of its properties and other material assets as described in the Mega Disclosure Documents, free and clear of any title defect or Encumbrance (other than such defects or Encumbrances which, either individually or in the aggregate, do not have a Material Adverse Effect on Mega), and no other property rights are necessary for the conduct of the business of Mega as currently conducted or contemplated to be conducted, Mega does not know of any claim or the basis for any claim that might or could adversely affect its right to use, transfer or otherwise exploit such property rights, and Mega does not have any responsibility or obligation to pay any material commission, royalty, licence fee or similar payment to any Person with respect to the property rights thereof. Furthermore, all real and tangible personal property of Mega is in generally good repair and is operational and usable in the manner in which it is currently being utilized, subject to normal wear and tear and technical obsolescence, repair or replacement, except for such property whose failure to be in such condition does not have a Material Adverse Effect on Mega.

(t) **Property Agreements.** Any and all of the agreements and other documents and instruments pursuant to which Mega holds its property and assets (including any interest in, or right to earn an interest in, any property) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with their terms, Mega is not in default of any of the material provisions of any such agreements, documents or instruments nor has any such default been alleged, and such properties and assets are in good standing under Applicable Laws, all leases, licences and claims pursuant to which Mega derives its interests in such property and assets are in good standing and there has been no material default under any such lease, licence or claim, all payments, rentals, taxes, rates, assessments, renewal fees and other governmental charges required to be paid with respect to such properties and assets to the date hereof have been paid.

(u) **Mineral Rights.** Mega holds either freehold title, mining leases, mining claims or other conventional property, proprietary or contractual interests or rights, recognized in the jurisdiction in which a particular property is located, in respect of the ore bodies and minerals located in properties in which Mega has an interest under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit Mega to explore the minerals relating thereto, all such property, leases or claims and all property, leases or claims in which Mega has any interest or right have been validly located and recorded in accordance with all applicable laws and are valid and subsisting, Mega has all necessary surface rights, access rights and other necessary rights and interests relating to the properties in which it has an interest granting Mega the right and ability to explore for minerals, ore and metals for development purposes as are appropriate in view of its rights and interest therein, with only such exceptions as do not materially interfere with the use made by Mega of the rights or interests so held and each of the proprietary interests or rights and each of the documents, agreements and instruments and obligations relating thereto referred to above is currently in good standing in the name of Mega.

(v) **No Option on Assets.** No person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase from Mega of any of the material assets of Mega. None of the properties (or any interest in, or right to earn an interest in, any property) of Mega is subject to any right of first refusal or purchase or other similar acquisition right.

(w) **Full Disclosure.** Mega has made available to Rolling Rock all information requested by Rolling Rock (except such information that does not have, and would not reasonably be expected to lead to, a Material Adverse Effect in respect of Mega) and all such information as made available to Rolling Rock does not contain any Misrepresentation as of the date of such information.

(x) **Operational Matters**. Except as would not have a Material Adverse Effect on Mega:

(i) all rentals, payments and obligations (including maintenance for unpatented mining claims), royalties, overriding royalty interests, production payments, net profits, interest burdens and other payments due or payable on or prior to the date hereof under or with respect to the direct or indirect assets of Mega have been properly and timely paid; and

(ii) all exploration and development activities have been undertaken in accordance with good exploration and development practices and in compliance with all Applicable Laws.

(y) **Insurance.** Mega maintains policies of insurance in force as of the date hereof naming Mega as an insured, in amounts and in respect of such risks as are normal and usual for companies of a similar size operating in the mining industry and such policies are in full force and effect as of the date hereof.

(z) **Environmental.** Except for any matters that, individually or in the aggregate, would not have a Material Adverse Effect on Mega:

(i) all facilities and operations of Mega have been conducted, and are now, in compliance with all Environmental Laws;

(ii) none of the properties of Mega have been used to generate, manufacture, refine, treat, recycle, transport, store, handle, dispose, transfer, produce or process Hazardous Substances, except in compliance in all material respects with all Environmental Laws, Mega has not caused or permitted the release of any Hazardous Substances at, in, on, under or from any of the properties of Mega, except in compliance with all Environmental Laws; all Hazardous Substances handled, recycled, disposed of, treated or stored on or off site of the properties of Mega have been handled, recycled, disposed of, treated and stored in material compliance with all Environmental Laws and, to the knowledge of Mega, there are no Hazardous Substances at, in, on, under or migrating from the properties of Mega, except in material compliance with all Environmental Laws;

(iii) Mega is in possession of all Environmental Approvals (all of which are being complied with in all material respects) required to own, lease, operate and explore the properties of Mega and to conduct its business as it is now being conducted or contemplated to be conducted;

(iv) no environmental, reclamation or abandonment obligation or work orders or other liabilities presently exist with respect to any portion of the properties of Mega, and, to the knowledge of Mega, there is no basis for any such obligations or liabilities to arise in the future as a result of any activity on the properties of Mega;

(v) to the knowledge of Mega, there are no actual changes in the status, terms or conditions of any Environmental Approvals now held by Mega or any renewal, modification, revocation, reassurance, alteration, transfer or amendment of any such Environmental Approval, or any review by, or approval of, any Governmental Entity of such Environmental Approvals that are required in connection with the execution or delivery of this Agreement, the completion of the Amalgamation or the other transactions contemplated herein or the continuation of the business of Mega following the Effective Date; and

(vi) Mega has not received from any Governmental Entity or other Person any notice, formal or informal, of any proceeding, action or other claim, liability or potential liability arising under any Environmental Law that is pending.

(aa) **Permits.** Mega possesses all approvals, consents, certificates, registrations, authorizations, permits and licenses issued by the appropriate Governmental Entity necessary to carry on the business currently carried on, or currently contemplated to be carried on, by it, and is in compliance with the terms and conditions of all such approvals, consents, certificates, authorizations, permits and licenses, and with all laws, regulations, tariffs, rules, orders and directives material to the operations thereof, except where such non-compliance would not have a Material Adverse Effect on Mega, and Mega has not received any notice of the modification, revocation or cancellation of, or any intention to modify, revoke or cancel or any proceeding relating to the modification, revocation or cancellation of any such approval, consent, certificate, authorization, permit or license which, individually or in the aggregate, if the subject of an unfavourable decision, order, ruling or finding, would or could be reasonably expected to have a Material Adverse Effect on Mega.

(bb) **U.S. Securities Law Compliance**. Mega is not registered or required to be registered under the 1940 Act. Mega is not required to file reports under the 1934 Act. The Amalgamation is not part of a plan or scheme by Mega to evade the registration provisions of the 1933 Act.

Representations and Warranties of Rolling Rock

3.2 Rolling Rock hereby makes the following representations and warranties to Mega as of the date hereof and acknowledges that Mega is relying upon such representations and warranties in connection with the Amalgamation and the other transactions contemplated herein and in entering into this Agreement:

(a) **Organization of Rolling Rock.** Rolling Rock has been incorporated, is subsisting and has full corporate power and authority to own its property and assets and to conduct its business as currently owned and conducted. Rolling Rock is registered, licensed or otherwise qualified as an extra-provincial corporation or a foreign corporation in each jurisdiction where the nature of the business or the location or character of the property and assets owned or leased by it requires it to be so registered, licensed or otherwise qualified, other than those jurisdictions where the failure to be so registered, licensed or otherwise qualified would not have a Material Adverse Effect on Rolling Rock or on the Monument Bay Property or the

Domain Property. Rolling Rock does not have any Subsidiaries and does not own or exercise control or direction over, directly or indirectly, more than a 10% interest in any other Person.

(b) **Capitalization.** Rolling Rock is authorized to issue an unlimited number of Rolling Rock Shares. As of October 28, 2010, there were (i) 52,675,000 Rolling Rock Shares outstanding, (ii) an aggregate of 3,265,000 Rolling Rock Shares reserved for issue pursuant to outstanding Rolling Rock Options, and (iii) an aggregate of 7,200,000 Rolling Rock Shares reserved for issue pursuant to outstanding Rolling Rock Convertible Securities. All outstanding Rolling Rock Shares have been authorized and are issued and outstanding as fully paid and non-assessable shares, free of pre-emptive rights. The Rolling Rock Board has not adopted a shareholder rights plan or a similar plan and Rolling Rock is not party to what is commonly referred to as a shareholder rights plan agreement.

(c) **Options to Purchase Shares.** Except as contemplated in this Agreement, there are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) obligating Rolling Rock to issue or sell any shares of Rolling Rock or any securities or obligations of any kind convertible into or exchangeable or exercisable for any shares of Rolling Rock. As of the date hereof, there are no outstanding bonds, debentures or other evidences of indebtedness of Rolling Rock having the right to vote with the Rolling Rock Shareholders on any matter. There are no outstanding contractual obligations of Rolling Rock to repurchase, redeem or otherwise acquire any outstanding Rolling Rock Shares or with respect to the voting or disposition of any outstanding Rolling Rock Shares. Following the Effective Time, in accordance with the provisions of this Agreement:

(i) subject to the requirements of subsection 4.4(h) hereof, the Rolling Rock Options outstanding immediately prior to the Effective Time, whether vested or not, will be exchanged for Mega Replacement Options to acquire that number of Mega Shares equal to the product of (A) the number of Rolling Rock Shares subject to the Rolling Rock Options immediately before the Effective Time and (B) the Exchange Ratio, and the exercise price per Mega Share subject to the Mega Replacement Options shall be equal to the quotient of (A) the exercise price per Rolling Rock Share subject to such Rolling Rock Options immediately before the Effective Time divided by (B) the Exchange Ratio. Notwithstanding the acceleration provisions set out in section 10 of the Rolling Rock Stock Option Plan, each Mega Replacement Option shall be exercisable until the earlier of (A) the original expiry date of the Rolling Rock Option exchanged therefor, and (B) the later of (i) the date that is six months after the Effective Date, and (ii) the date the holder of the Mega Replacement Option ceases to be an eligible participant under the stock option plan of Mega, and, except as set out above, the terms of each Mega Replacement Option will be the same as the Rolling Rock Option exchanged therefor;

(ii) the Rolling Rock Warrants outstanding immediately prior to the Effective Time will remain outstanding in accordance with their terms, which terms provide that the holders thereof will receive, upon the exercise thereof, in lieu of the number of Rolling Rock Shares to which such holders were theretofore entitled to acquire upon such exercise, that number of Mega Shares equal to the product of (A) the number of Rolling Rock Shares subject to the Rolling Rock Warrants immediately before the Effective Time and (B) the Exchange Ratio; and

(iii) the Rolling Rock Finder's Options outstanding immediately prior to the Effective Time will remain outstanding in accordance with their terms, which terms provide that the holders thereof will receive, upon the exercise thereof, in lieu of the number of Rolling Rock Shares and share purchase warrants to acquire Rolling Rock Shares to which such holders were theretofore entitled to acquire upon such exercise, (A) that number of Mega Shares equal to the product of (i) the number of options subject to the Rolling Rock Finder's Option immediately before the Effective Time and (ii) the Exchange Ratio, and (B) share purchase warrants to acquire that number of Mega Shares equal to the product of (i) the number of options subject to the Rolling Rock Finder's Option immediately before the Effective Time and (ii) the Exchange Ratio.

(d) **Authority.** Rolling Rock has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by Rolling Rock as contemplated by this Agreement, and to perform its obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by Rolling Rock and the completion by Rolling Rock of the transactions contemplated by this Agreement have been authorized by the Rolling Rock Board and no other corporate proceedings on the part of Rolling Rock are necessary to authorize this Agreement or, other than the Rolling Shareholder Approvals, to complete the transactions contemplated hereby. This Agreement has been executed and delivered by Rolling Rock and constitutes a legal, valid and binding obligation of Rolling Rock, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other Applicable Laws relating to or affecting creditors' rights generally and to general principles of equity.

(e) **Shareholder Approval**. The only vote or approval of the Rolling Rock Shareholders, the holders of the Rolling Rock Options or Rolling Rock Convertible Securities or the holders of any other securities of Rolling Rock necessary to approve the Amalgamation Resolution are the Rolling Rock Shareholder Approvals.

(f) **No Conflict or Violation.** Subject to receipt of the approvals set out in subsection 3.2(h) hereof, the execution and delivery of this Agreement and, subject to receipt of the Rolling Rock Shareholder Approvals and the approvals set out in subsection 3.2(h) hereof, the completion of the Amalgamation and the other transactions contemplated herein do not and will not:

(i) result in a violation, contravention or breach of, require any consent to be obtained under or give rise to any termination rights under any provision of:

A. the notice of articles or articles of Rolling Rock,

B. any Applicable Law, or

C. any contract, agreement, license or permit to which Rolling Rock is bound or is subject to or of which Rolling Rock is the beneficiary, including, without limitation, any Monument Bay Contract or any Domain Contract,

that would, individually or in the aggregate, have a Material Adverse Effect on Rolling Rock, the Monument Bay Property or the Domain Property;

(ii) give rise to any right of termination or acceleration of indebtedness, or cause any indebtedness owing by Rolling Rock to come due before its stated maturity or cause any available credit to cease to be available which would, individually or in the aggregate, have a Material Adverse Effect on Rolling Rock;

(iii) result in the imposition of any Encumbrance upon any of the property or assets of Rolling Rock or restrict, hinder, impair or limit the ability of Rolling Rock to conduct the business of Rolling Rock as and where it is now being conducted which would, individually or in the aggregate, have a Material Adverse Effect on Rolling Rock, the Monument Bay Property or the Domain Property; or

(iv) other than as described in schedule F attached hereto, result in any payments (including severance, unemployment compensation, "golden parachute", bonus or otherwise) that are material, either individually or in the aggregate, becoming due to any director, officer or employee of Rolling Rock or increase any benefits otherwise payable under any pension or benefits plan of Rolling Rock or result in the acceleration of the time of payment or vesting of any such benefits.

(g) **No Contracts or Commitments.** There are no agreements, covenants, undertakings or other commitments of or on behalf of Rolling Rock under which the completion of the Amalgamation or other transactions contemplated herein would:

(i) have the effect of imposing restrictions or obligations on Rolling Rock;

(ii) give a third party a right to terminate any permit with respect to the Monument Bay Property or the Domain Property or a right to terminate any Monument Bay Contract or Domain Contract to which

Rolling Rock is a party or to which any agent or consultant acting on behalf of Rolling Rock is a party; or

(iii) impose restrictions on the ability of Rolling Rock to pay any dividends or make other distributions to its shareholders.

(h) **Consents.** No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other Person is required to be obtained or made by Rolling Rock in connection with the execution and delivery of this Agreement or, subject to receipt of the Rolling Rock Shareholder Approvals, the completion of the Amalgamation and the other transactions contemplated herein other than:

(i) the approval of the TSX-V for the Amalgamation and the other transactions contemplated herein and any filings or approvals required under the BCBCA or under Applicable Securities Laws; and

(ii) any other consents, approvals, orders, authorizations, declarations or filings of or with a Governmental Entity which, if not obtained, either individually or in the aggregate would not, and either individually or in the aggregate, could not reasonably be expected to, have a Material Adverse Effect on Rolling Rock or a material impact on the ability of Rolling Rock to complete the Amalgamation and other transactions contemplated herein.

(i) **Rolling Rock Board Approval.** The Rolling Rock Board has:

(i) unanimously approved the Amalgamation and the other transactions contemplated herein and authorized the entering into of this Agreement, the execution hereof, and the performance of the provisions hereof by Rolling Rock;

(ii) determined, based in part on the Fairness Opinion, that the Amalgamation is fair to the Rolling Rock Shareholders and that the Amalgamation is in the best interest of Rolling Rock; and

(iii) recommended that the Rolling Rock Shareholders vote in favour of the Amalgamation Resolution.

Each member of the Rolling Rock Board and each officer of Rolling Rock has indicated his or her intention to vote all of his or her Rolling Rock Shares in favour of the Amalgamation Resolution and has agreed that the press release to be issued by Rolling Rock announcing the Amalgamation may reference such statement of intention and that references to such intention may be made in the Rolling Rock Information Circular.

(j) **No Default.** Mega has been provided with a true and complete copy of all of the Monument Bay Contracts and the Domain Contracts and, other than the Monument Bay Contracts and the Domain Contracts, there are no other contracts, agreements or licences material to the conduct of the business of Rolling Rock that if breached or in default would, either individually or in the aggregate, have or would be reasonably likely to have a Material Adverse Effect on Rolling Rock, and there are no current or pending negotiations with respect to the renewal, termination or amendment of any of the Monument Bay Contracts or the Domain Contracts. Rolling Rock is not in default under, and there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute such a default under, any contract, agreement or licence to which Rolling Rock is a party or by which Rolling Rock is bound which would, individually or in the aggregate, have a Material Adverse Effect on Rolling Rock, the Monument Bay Property or the Domain Property.

(k) **Certain Contracts.** Rolling Rock is not a party to or bound by any non-competition agreement or any other agreement, obligation, judgment, injunction, order or decree which purports to (i) limit the manner or the localities in which all or any material portion of the business of Rolling Rock is conducted, (ii) limit any business practice of Rolling Rock in any material respect, or (iii) restrict any acquisition or disposition of any property by Rolling Rock in any material respect.

(l) **Listing and Reporting Issuer Status.** The outstanding Rolling Rock Shares are listed on Tier 1 of the TSX-V, and Rolling Rock does not have any other class of securities listed on the TSX-V nor has it listed any of its outstanding securities on any other stock exchange. Rolling Rock is a reporting issuer in the provinces of British Columbia, Alberta and Ontario and is not a reporting issuer in any other Canadian jurisdiction or the equivalent of a reporting issuer in any foreign jurisdiction. Rolling Rock is not subject to any cease trade or other order of any stock exchange or Securites Authority and, to the knowledge of Rolling Rock, no investigation or other proceedings involving Rolling Rock which may operate to prevent or restrict trading of any securities of Rolling Rock are currently in progress or pending before any stock exchange or Securities Authority.

(m) **Rolling Rock Disclosure Documents.** Rolling Rock is current with all material filings required to be made under Applicable Securities Laws. The information and statements contained in the Rolling Rock Disclosure Documents at the respective dates of such information and statements (i) did not contain a Misrepresentation, and (ii) complied, in all material respects, with Applicable Securities Laws, except where such non-compliance has not had, and could not reasonably be expected to have, a Material Adverse Effect on Rolling Rock. Rolling Rock has not filed any confidential material change report or other report or other document with any Securities Authority or stock exchange which at the date hereof remains confidential.

(n) **Absence of Certain Changes or Events.** Since March 31, 2010:

(i) Rolling Rock has conducted its business only in the ordinary and regular course of business consistent with past practice;

(ii) Rolling Rock has not incurred or suffered a Material Adverse Change;

(iii) there has not been any acquisition or sale by Rolling Rock of any material property or assets;

(iv) there has not been any incurrence, assumption or guarantee by Rolling Rock of any debt for borrowed money, any creation or assumption by Rolling Rock of any Encumbrance, any making by Rolling Rock of any loan, advance or capital contribution to or investment in any other Person;

(v) Rolling Rock has not effected any material change in its accounting methods, principles or practices;

(vi) Rolling Rock has not declared or paid any dividends or made any other distributions on any of the Rolling Rock Shares;

(vii) Rolling Rock has not effected or passed any resolution to approve a split, consolidation or reclassification of any of the outstanding Rolling Rock Shares;

(viii) other than in the ordinary and regular course of business consistent with past practice, there has not been any material increase in or modification of the compensation payable to or to become payable by Rolling Rock to any of its directors, officers, employees or consultants or any grant to any of its directors, officers, employees or consultants of any increase in severance or termination pay or any increase or modification of any bonus, pension, insurance or benefit arrangement (including, without limitation, the granting of Rolling Rock Options pursuant to the Rolling Rock Stock Option Plans) to, for or with any of such directors, officers, employees or consultants; and

(ix) Rolling Rock has not adopted any, or materially amended any, collective bargaining agreement, bonus, pension, profit sharing, stock purchase, stock option or other benefit plan.

(o) **Technical Reports.** The Rolling Rock Technical Reports were prepared in accordance with, and are in material compliance with, the requirements set out in National Instrument 43-101 of the Canadian Securities Administrators, and there has been no material change to the information contained in the Rolling Rock Technical Reports since their respective dates of filing which has not been publicly disclosed.

(p) **Mineral Resources**. The most recent estimated inferred mineral resources of Rolling Rock disclosed in the Rolling Rock Disclosure Documents have been prepared and disclosed in all material respects in accordance with all Applicable Laws. There has been no material reduction in the aggregate amount of estimated mineral resources of Rolling Rock from the amounts disclosed publicly by Rolling Rock.

(q) **Employment Agreements.** Other than as disclosed in schedule F attached hereto:

(i) Rolling Rock is not a party to any written or oral policy, agreement, obligation, arrangement or understanding providing for severance or termination payments to, or any employment agreement with, any director or officer of Rolling Rock which cannot be terminated without payment upon a maximum of 12 months' notice;

(ii) Rolling Rock does not have any employee or consultant whose employment or contract with Rolling Rock cannot be terminated without payment upon a maximum of 12 months' notice; and

(iii) Rolling Rock (a) is not a party to any collective bargaining agreement, (b) is not, to the knowledge of Rolling Rock, subject to any application for certificate or threatened or apparent union-organizing campaigns for employees not covered under a collective bargaining agreement, and (c) is not subject to any current, or to the knowledge of Rolling Rock, pending or threatened strike or lockout.

(r) **Financial Statements.** The financial statements of Rolling Rock forming part of the Rolling Rock Disclosure Documents have been prepared in accordance with Canadian GAAP consistently applied and fairly present in all material respects the financial condition of Rolling Rock at the respective dates indicated therein and the results of operations of Rolling Rock for the periods covered therein. Rolling Rock does not have any liability or obligation (including, without limitation, liabilities or obligations to fund any operations or work or exploration program, to give any guarantees or for Taxes), whether accrued, absolute, contingent or otherwise, not reflected in the unaudited financial statements of Rolling Rock for the period ended June 30, 2010, except liabilities and obligations incurred in the ordinary and regular course of business and other liabilities and obligations which do not in the aggregate exceed $325,000. There are reasonable grounds for believing that Rolling Rock is able to pay its debts as they become due in the ordinary course of its business and no creditor of Rolling Rock will be materially prejudiced by the Amalgamation.

(s) **Advisory Fees.** Rolling Rock has not agreed to pay any brokerage fees, finder's fees, financial advisory fees, agent's commissions or other similar forms of compensation in connection with this Agreement or the Amalgamation or the other transactions contemplated herein, except for the cash fee payable to the Financial Advisor in connection with the preparation of the Fairness Opinion.

(t) **Books and Records.** The corporate records and minute books of Rolling Rock have been maintained in accordance with all Applicable Laws and are complete and accurate in all material respects. Financial books and records and accounts of Rolling Rock, in all material respects, (i) have been maintained in accordance with good business practices on a basis consistent with prior years and past practice, (ii) are stated in reasonable detail and accurately and fairly reflect the transactions and acquisitions and dispositions of property or assets of Rolling Rock, and (iii) accurately and fairly reflect the basis for the financial statements of Rolling Rock. Rolling Rock has devised and maintains a system of internal accounting controls sufficient to provide reasonable assurances that, in all material respects (A) transactions are executed in accordance with the general or specific authorization of the management of Rolling Rock, (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with Canadian GAAP or any criteria applicable to such financial statements and to maintain accountability for assets and liabilities, (C) access to assets of Rolling Rock is permitted only in accordance with the general or specific authorization of management of Rolling Rock, and (D) the recorded accountability for assets of Rolling Rock is compared with the existing assets of Rolling Rock at reasonable intervals and appropriate action is taken with respect to any differences therein.

(u) **Directors and Officers.** All of the directors and officers of Rolling Rock are listed in schedule D attached hereto.

(v) **Litigation.** There are no claims, actions, suits, proceedings or investigations commenced or, to the knowledge of Rolling Rock, threatened or contemplated, against or affecting Rolling Rock or affecting any of its properties or assets before any Governmental Entity or before or by any Person or before any arbitrator of any kind which, individually or in the aggregate, would prevent or hinder the consummation of the Amalgamation or other transactions contemplated herein or which, individually or in the aggregate, involve the possibility of any judgement or liability which could be reasonably expected to have a Material Adverse Effect on Rolling Rock. There is no pending or, to the knowledge of Rolling Rock, threatened or contemplated claim against Rolling Rock which affects the Monument Bay Property or the Domain Property.

(w) **Aboriginal Matters.** Other than the memorandum of understanding dated May 5, 2010 between Rolling Rock and the Red Sucker Lake First Nation, there are no agreements, understandings or discussions with First Nations or other aboriginal groups relating to the Monument Bay Property, Domain Property or the other properties of Rolling Rock, and no claim has been made, or, to the knowledge of Rolling Rock, threatened or contemplated by any First Nations or other aboriginal groups which affects, or could reasonably be expected to affect, the Monument Bay Property, Domain Property or the other properties of Rolling Rock.

(x) **No Insolvency.** No act or proceeding has been taken by or against Rolling Rock in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of Rolling Rock, nor, to the knowledge of Rolling Rock, is any threatened, or the appointment of a trustee, receiver, manager or other administrator of Rolling Rock or any of its properties or assets. Rolling Rock has not sought protection under the *Bankruptcy and Insolvency Act* (Canada) or the *Company Creditors Amalgamation Act* (Canada). Neither Rolling Rock nor any of its properties or assets is subject to any outstanding judgment, order, writ, injunction or decree that involves or may involve, or restricts or may restrict, the right or ability of Rolling Rock to conduct its business in all material respects as it has been carried on prior to the date hereof, or that would or could materially impede the completion of the Amalgamation or other transactions contemplated by this Agreement, except to the extent any such matter would not have a Material Adverse Effect on Rolling Rock.

(y) **Owner of Property.** Other than as disclosed herein and in the Rolling Rock Disclosure Documents, Rolling Rock is the absolute legal and beneficial owner of, and has good and marketable title to, all of its properties (including, but not limited to, the Monument Bay Property and the Domain Property), such properties being described in schedule B hereto, and other material assets, free and clear of any title defect or Encumbrance (other than such defects or Encumbrances which, either individually or in the aggregate, do not have a Material Adverse Effect on the Monument Bay Property or Rolling Rock), and no other property rights are necessary for the conduct of the business of Rolling Rock as currently conducted or contemplated to be conducted, Rolling Rock does not know of any claim or the basis for any claim that might or could adversely affect its right to use, transfer or otherwise exploit such property rights, and Rolling Rock does not have any responsibility or obligation to pay any material commission, royalty, licence fee or similar payment to any Person with respect to the property rights thereof, other than as set out in the Monument Bay Contracts and the Domain Contracts. Furthermore, all real and tangible personal property of Rolling Rock is in generally good repair and is operational and usable in the manner in which it is currently being utilized, subject to normal wear and tear and technical obsolescence, repair or replacement, except for such property whose failure to be in such condition does not have a Material Adverse Effect on Rolling Rock.

(z) **Property Agreements.** Any and all of the agreements and other documents and instruments pursuant to which Rolling Rock holds its property and assets (including any interest in, or right to earn an interest in, any property) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with their terms, Rolling Rock is not in default of any of the material provisions of any such agreements, documents or instruments nor has any such default been alleged, and such properties and assets are in good standing under Applicable Laws, all leases, licences and claims pursuant to which Rolling Rock derives its interests in such property and assets are in good standing and there has been no material default under any such lease, licence or claim, all payments, rentals, taxes, rates, assessments, renewal fees and other governmental charges required to be paid with respect to such properties and assets to the date hereof have been paid.

(aa) **Mineral Rights.** Rolling Rock holds either freehold title, mining leases, mining claims or other conventional property, proprietary or contractual interests or rights, recognized in the jurisdiction in which a particular property is located, in respect of the ore bodies and minerals located in properties in which Rolling Rock has an interest (including, but not limited to, the Monument Bay Property and the Domain Property) under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit Rolling Rock to explore the minerals relating thereto, all such property, leases or claims and all property, leases or claims in which Rolling Rock has any interest or right have been validly located and recorded in accordance with all applicable laws and are valid and subsisting, Rolling Rock has all necessary surface rights, access rights and other necessary rights and interests relating to the properties in which it has an interest granting Rolling Rock the right and ability to explore for minerals, ore and metals for development purposes as are appropriate in view of its rights and interest therein, with only such exceptions as do not materially interfere with the use made by Rolling Rock of the rights or interests so held and each of the proprietary interests or rights and each of the documents, agreements and instruments and obligations relating thereto referred to above is currently in good standing in the name of Rolling Rock.

(bb) **No Option on Assets.** No person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase from Rolling Rock of any of the material assets of Rolling Rock, including, without limitation, the Monument Bay Property and the Domain Property, other than as described or contemplated herein. None of the properties (or any interest in, or right to earn an interest in, any property) of Rolling Rock is subject to any right of first refusal or purchase or other similar acquisition right.

(cc) **Monument Bay and Domain Contracts.** The Monument Bay Contracts and the Domain Contracts are valid and subsisting, in full force and effect unamended, no material default exists in respect thereof on the part of Rolling Rock or, to the knowledge of Rolling Rock, on the part of any of the other parties thereto. Neither Rolling Rock nor, to the best knowledge of Rolling Rock, after due inquiry, any agent or consultant acting on behalf of Rolling Rock is aware of any intention on the part of any of the other parties to the Monument Bay Contracts or the Domain Contracts to terminate or materially alter any of such contracts. There are no material commitments, contracts, instruments, leases or other agreements, oral or written, entered into by Rolling Rock or by which it is bound, relating directly or indirectly to the Monument Bay Property or the Domain Property, other than the Monument Bay Contracts and the Domain Property, respectively.

(dd) **Full Disclosure.** Rolling Rock has made available to Mega all material information, including financial, operational and other information, in respect of the properties listed in schedule B attached hereto (except such information that does not have, and would not reasonably be expected to lead to, a Material Adverse Effect in respect of Rolling Rock) and all such information as made available to Mega does not contain any Misrepresentation as of the date of such information. Rolling Rock has delivered to Mega, or provided Mega with access to, all Records and Data in its possession or under its control relating to the Monument Bay Property, the Domain Property and its other material properties and their respective mineral potentials and relating to access rights to the Monument Bay Property, the Domain Property and its other material properties.

(ee) **Operational Matters**. Except as would not have a Material Adverse Effect on Rolling Rock:

(i) all rentals, payments and obligations (including maintenance for unpatented mining claims), royalties, overriding royalty interests, production payments, net profits, interest burdens and other payments due or payable on or prior to the date hereof under or with respect to the direct or indirect assets of Rolling Rock have been properly and timely paid; and

(ii) all exploration and development activities have been undertaken in accordance with good exploration and development practices and in compliance with all Applicable Laws.

(ff) **Insurance.** Rolling Rock maintains policies of insurance in force as of the date hereof naming Rolling Rock as an insured, in amounts and in respect of such risks as are normal and usual for companies of a similar size operating in the mining industry and such policies are in full force and effect as of the date hereof.

(gg) **Environmental.** Except for any matters that, individually or in the aggregate, would not have a Material Adverse Effect on Rolling Rock:

(i) all facilities and operations of Rolling Rock have been conducted, and are now, in compliance with all Environmental Laws;

(ii) none of the Monument Bay Property, the Domain Property and the other properties of Rolling Rock have been used to generate, manufacture, refine, treat, recycle, transport, store, handle, dispose, transfer, produce or process Hazardous Substances, except in compliance in all material respects with all Environmental Laws, Rolling Rock has not caused or permitted the release of any Hazardous Substances at, in, on, under or from the Monument Bay Property, the Domain Property or any of the other properties of Rolling Rock, except in compliance with all Environmental Laws; all Hazardous Substances handled, recycled, disposed of, treated or stored on or off site of the Monument Bay Property, the Domain Property or the other properties of Rolling Rock have been handled, recycled, disposed of, treated and stored in material compliance with all Environmental Laws and, to the knowledge of Rolling Rock, there are no Hazardous Substances at, in, on, under or migrating from the Monument Bay Property, the Domain Property or any of the other properties of Rolling Rock, except in material compliance with all Environmental Laws;

(iii) Rolling Rock is in possession of all Environmental Approvals (all of which are being complied with in all material respects) required to own, lease, operate and explore the Monument Bay Property, the Domain Property and the other properties of Rolling Rock and to conduct its business as it is now being conducted or contemplated to be conducted;

(iv) no environmental, reclamation or abandonment obligation or work orders or other liabilities presently exist with respect to any portion of the Monument Bay Property, the Domain Property or the other properties of Rolling Rock, and, to the knowledge of Rolling Rock, there is no basis for any such obligations or liabilities to arise in the future as a result of any activity on the Monument Bay Property or the Domain Property;

(v) to the knowledge of Rolling Rock, there are no actual changes in the status, terms or conditions of any Environmental Approvals now held by Rolling Rock or any renewal, modification, revocation, reassurance, alteration, transfer or amendment of any such Environmental Approval, or any review by, or approval of, any Governmental Entity of such Environmental Approvals that are required in connection with the execution or delivery of this Agreement, the completion of the Amalgamation or the other transactions contemplated herein or the continuation of the business of Rolling Rock following the Effective Date; and

(vi) Rolling Rock has not received from any Governmental Entity or other Person any notice, formal or informal, of any proceeding, action or other claim, liability or potential liability arising under any Environmental Law that is pending.

(hh) **Compliance with Laws.** Rolling Rock has complied with all Applicable Laws, orders, judgments and decrees and has not received any notice of non-compliance with any such Applicable Laws, orders, judgments and decrees, other than any non-compliance which would not, individually or in the aggregate, have a Material Adverse Effect on Rolling Rock, and is not aware of any pending change or contemplated change to any Applicable Laws or governmental position that would or could reasonably be expected to have a Material Adverse Effect on the business of Rolling Rock or the business or legal environment under which Rolling Rock operates. Without limiting the generality of the foregoing, all outstanding securities of Rolling Rock (including the Rolling Rock Shares, the Rolling Rock Options and the Rolling Rock Convertible Securities) have been issued in compliance, in all material respects, with all Applicable Securities Laws and all securities of Rolling Rock to be issued upon exercise of any Rolling Rock Options or the Rolling Rock Convertible Securities will be issued in compliance with all Applicable Securities Laws.

(ii) **Permits.** Except for the work permit under subsection 7(1)(c) of the *Crown Lands Act* (Manitoba) with respect to the Monument Bay Project applied for by Rolling Rock pursuant to the work permit application dated November 4, 2009, Rolling Rock possesses all approvals, consents, certificates, registrations, authorizations, permits and licenses issued by the appropriate Governmental Entity necessary to carry on the business currently carried on, or currently contemplated to be carried on, by it, and is in compliance with the terms and conditions of all such approvals, consents, certificates, authorizations, permits and licenses, and with all laws, regulations, tariffs, rules, orders and directives material to the operations thereof, except where such non-compliance would not have a Material Adverse Effect on Rolling Rock, and Rolling Rock has not received any notice of the modification, revocation or cancellation of, or any intention to modify, revoke or cancel or any proceeding relating to the modification, revocation or cancellation of any such approval, consent, certificate, authorization, permit or license which, individually or in the aggregate, if the subject of an unfavourable decision, order, ruling or finding, would or could be reasonably expected to have Material Adverse Effect on Rolling Rock.

(jj) **Tax Matters.**

(i) Rolling Rock has filed or caused to be filed, and will continue to file and cause to be filed, with the appropriate Governmental Entity in a timely manner all Tax Returns required to be filed by it (all of which Tax Returns were correct and complete in all material respects and no material fact has been omitted therefrom) and have paid, collected, withheld or remitted, or caused to be paid, collected, withheld or remitted, all Taxes that are due and payable, collectible and remittable. No extension of time in which to file any Tax Returns is in effect. Rolling Rock has provided adequate accruals in accordance with Canadian GAAP in all published financial statements for any Taxes for the period covered by such financial statements which have not been paid, whether or not shown as being due on any Tax Returns. Since such publication date, no material liability for Taxes not reflected in such financial statements has been incurred or accrued by Rolling Rock other than in the ordinary and regular course of business. No lien for Taxes has been filed or exists other than for Taxes not yet due and payable.

(ii) All Taxes, local improvements, utilities and any and all other payments to or assessments of any Governmental Entity having jurisdiction in respect of the Monument Bay Property or the Domain Property have been paid or made by Rolling Rock in respect of the Monument Bay Property or the Domain Property, respectively. There are no reassessments of Taxes in respect of Rolling Rock that are outstanding and there are no outstanding issues which have been raised and communicated to Rolling Rock by any Governmental Entity for any taxation year in respect of which a Tax Return of Rolling Rock has been audited. No Governmental Entity has challenged, disputed or questioned Rolling Rock in respect of any Taxes or Tax Returns. Rolling Rock is not negotiating any draft assessment or reassessment with any Governmental Entity. Rolling Rock is not aware of any contingent liabilities for Taxes or any grounds for an assessment or reassessment of Rolling Rock, including, without limitation, unreported benefits conferred on any shareholder, aggressive treatment of income, expenses, credits or other claims for deduction under any return or notice other than as disclosed in the financial statements of Rolling Rock. Rolling Rock has not received any indication from any Governmental Entity that an assessment or reassessment of Rolling Rock is proposed in respect of any Taxes, regardless of its merits. Rolling Rock has not executed or filed with any Governmental Entity any agreement or waiver extending the period for the assessment, reassessment or collection of any Taxes.

(iii) Rolling Rock has withheld from each payment made to any of its present or former employees, officers and directors, and to all other Persons, all amounts required by Applicable Law to be withheld, and furthermore, has remitted such withheld amounts within the prescribed periods to the appropriate Governmental Entity. Rolling Rock has remitted all Canada Pension Plan contributions, provincial pension plan contributions, employment insurance premiums, employer health taxes and other Taxes payable by it in respect of its employees, agents and consultants, as applicable, and has remitted such amounts to the proper Governmental Entity within the time required under Applicable Laws. Rolling Rock has charged, collected and remitted on a timely basis all Taxes required under Applicable Laws on any sale, supply or delivery whatsoever, made by them.

(iv) No circumstances exist and no transactions or series of transactions or events have occurred which have resulted or which could result in the application of sections 78-80.04, 160 or 247 of the Tax Act or any equivalent provincial Tax law to Rolling Rock.

(kk) **Intellectual Property.** Rolling Rock does not own or license any patents, patent rights, trademarks, trade names, service marks, copyrights, know how or other proprietary intellectual property rights that are material to the conduct of the business of Rolling Rock.

(ll) **Pension and Employee Benefits**. Rolling Rock does not maintain, and is not bound by, any pension or retirement income plans or other employee compensation or benefit plans, agreements, policies, programs, arrangements or practices, whether written or oral.

(mm) **U.S. Securities Law Compliance**. Rolling Rock warrants that:

(i) it is not registered or required to be registered under the 1940 Act;

(ii) it is not required to file reports under the 1934 Act;

(iii) the Amalgamation is not part of a plan or scheme by Rolling Rock to evade the registration provisions of the 1933 Act; and

(iv) U.S. Holders hold no more than 10% of the outstanding Rolling Rock Shares (as determined under Rule 800(h) of the 1933 Act).

(nn) **Residency.** Rolling Rock is not a non-resident of Canada for purposes of the Tax Act.

(oo) **Mega Shares.** Rolling Rock does not and will not immediately before the Effective Time beneficially own, directly or indirectly, or exercise control or direction over any Mega Shares.

Survival of Representations and Warranties

3.3 The representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and shall expire and be terminated and extinguished on the Effective Date. Any investigation by Mega, Mega Subco or Rolling Rock and their respective advisors shall not mitigate, diminish or affect the representations and warranties contained in this Agreement.

ARTICLE 4
COVENANTS

Covenants of Rolling Rock

4.1 Rolling Rock hereby covenants and agrees with Mega and Mega Subco that, prior to the Effective Date, except with the prior written consent of Mega or other than as expressly contemplated or permitted by this Agreement:

(a) In a timely and expeditious manner, Rolling Rock shall:

(i) confirm or amend, as the case may be, after first consulting with Mega and legal counsel of Mega, the record date established for notice of, and voting at, the Rolling Rock Meeting and, if necessary, amend its notice thereof in accordance with Applicable Laws as soon as reasonably practicable;

(ii) prepare, with the assistance of Mega, and file the Rolling Rock Information Circular (which shall be in a form satisfactory to Mega, acting reasonably), together with any other documents required by Applicable Laws, in all jurisdictions where the Rolling Rock Information Circular is required to be filed and mail the Rolling Rock Information Circular, in accordance with all Applicable Laws, in and to all jurisdictions where the Rolling Rock Information Circular is required to be mailed, complying in all material respects with all Applicable Laws on the date of the mailing thereof and in the form and containing the information required by all Applicable Laws, including all applicable corporate and securities legislation and requirements, and not containing any Misrepresentation, provided that Rolling Rock assumes no responsibility for the accuracy or completeness of any information relating to and provided by Mega or Mega Subco;

(iii) subject to the terms of this Agreement, Rolling Rock shall (A) take all commercially reasonable lawful action to solicit proxies in favour of the Amalgamation Resolution (including, if so requested by Mega, at Mega's sole expense, using dealer and proxy solicitation services and cooperating with any Persons engaged to solicit proxies in favour of the approval of the Amalgamation Resolution), (B) recommend to Rolling

Rock Shareholders that they vote in favour of the Amalgamation Resolution, (C) not withdraw, modify, qualify or change in a manner adverse to Mega, or publicly state that it intends to withdraw, modify, qualify or change in a manner adverse to Mega such recommendation except, in each case, as expressly permitted by this Agreement;

(iv) use reasonable best efforts to convene the Rolling Rock Meeting by December 7, 2010, but in any event hold the Rolling Rock Meeting no later than December 24, 2010;

(v) provide notice to Mega of the Rolling Rock Meeting and allow representatives of Mega to attend the Rolling Rock Meeting;

(vi) conduct the Rolling Rock Meeting in accordance with Applicable Laws; and

(vii) take all such actions as may be required under the BCBCA in connection with the Amalgamation and the other transactions contemplated by this Agreement.

(b) Except with the prior written consent of Mega, Rolling Rock shall not propose or submit for consideration at the Rolling Rock Meeting any business other than the Amalgamation Resolution.

(c) Rolling Rock will use reasonable best efforts to advise Mega, at least on a daily basis on each of the ten Business Days prior to the date of the Rolling Rock Meeting, as to the aggregate tally of the proxies received by Rolling Rock in respect of the Amalgamation Resolution.

(d) Except as permitted by this Agreement, Rolling Rock shall not adjourn, postpone or cancel the Rolling Rock Meeting (or propose to do so), except (i) if a quorum is not present at the Rolling Rock Meeting, (ii) if required by Applicable Laws, (iii) if required by the Rolling Rock Shareholders, or (iv) if otherwise agreed upon with Mega in writing.

(e) Rolling Rock shall provide Mega with a copy of any purported exercise of the Dissent Rights and written communications with any Rolling Rock Shareholder purportedly exercising such Dissent Rights and shall not settle or compromise any action brought by any present, former or purported holder of any of its securities in connection with the Amalgamation or the other transactions contemplated by this Agreement, without the prior written consent of Mega.

(f) In a timely and expeditious manner, Rolling Rock shall prepare (in consultation with Mega) and file any mutually agreed (or as otherwise required by Applicable Laws) amendments or supplements to the Rolling Rock Information Circular (which amendments or supplements shall be in a form satisfactory to Mega, acting reasonably) with respect to the Rolling Rock Meeting and mail such amendments or supplements, in accordance with all Applicable Laws, in and to all jurisdictions where such amendments or supplements are required to be mailed, complying in all material respects with all Applicable Laws on the date of the mailing thereof.

(g) Upon the request of Mega, Rolling Rock will use reasonable best efforts to prepare or cause to be prepared and provide to Mega lists of holders of all classes and series of securities of Rolling Rock, including a list of the Rolling Rock Shareholders and the holders of the Rolling Rock Options and the Rolling Rock Convertible Securities, as well as a security position listing from each depositary of its securities, including The Canadian Depositary for Securities Limited, to the extent reasonably practicable, within five Business Days after the date on which Mega requests such lists and will obtain and deliver to Mega thereafter on demand supplemental lists setting out any changes thereto, all such deliveries to be in printed form and, if available, in computer-readable format.

(h) Except for proxies and other non-substantive communications, Rolling Rock shall furnish promptly to Mega a copy of each notice, report, schedule or other document or communication delivered, filed or received by Rolling Rock in connection with this Agreement, the Amalgamation and the other transactions contemplated in this Agreement or the Rolling Rock Meeting or any other meeting at which all Rolling Rock Shareholders are entitled to attend relating to special business, any filings made under any Applicable Law and any dealings or communications with any Governmental Entity, Securities Authority or stock exchange in connection with, or in any way affecting, the transactions contemplated by this Agreement.

(i) Except as otherwise provided in this Agreement, Rolling Rock shall conduct its business only in, not take any action except in, and maintain its facilities in, the ordinary and regular course of business consistent with past practice and it shall use its best efforts to maintain and preserve its business organization and assets.

(j) Rolling Rock shall keep Mega fully informed as to all material decisions or actions required or required to be made with respect to the operations of the business of Rolling Rock, and will allow representatives of Mega to participate in any such material decision making process. Rolling Rock shall grant the representatives of Mega access to the Monument Bay Property, the Domain Property and its other properties as Mega may request.

(k) Rolling Rock shall continue to make available and cause to be made available to Mega and its agents and advisers all documents, agreements, corporate records and minute books, including all Tax Returns, as may be necessary to enable Mega to effect, at its sole cost and risk, a thorough due diligence review and examination of Rolling Rock and its business, properties and financial status and shall cooperate with Mega in securing access for Mega to any documents, agreements, corporate records or minute books not in its possession or under its control. Subject to Applicable Laws, upon reasonable notice, Rolling Rock shall afford officers, employees, counsel, accountants and other authorized representative and advisers of Mega reasonable access, during normal business hours from the date hereof until the earlier of the Effective Time or the termination of this Agreement, to the properties, books, contracts and records (including, but not limited to, all related facilities, buildings, equipment, assets, drill cores, assay results, maps and diagrams, books, contracts, financial statements, forecasts, financial projections, studies, records, operating permits and licences and any other documentation, whether in writing or stored in computerized, electronic, disk, tape, microfilm or any other form, or materials of any nature whatsoever), as well as to the management personnel of Rolling Rock, and, during such period, Rolling Rock shall furnish promptly to Mega all information concerning the business, properties and personnel of Rolling Rock as Mega may reasonably request.

(l) Except in connection with the Amalgamation, Rolling Rock shall not directly or indirectly do or permit to occur any of the following:

(i) issue, sell, or agree to issue or sell, any Rolling Rock Shares or any options, warrants, calls, conversion privileges or rights of any kind to acquire any Rolling Rock Shares, other than the issue of Rolling Rock Shares pursuant to the exercise of the Rolling Rock Options and the Rolling Rock Convertible Securities outstanding on the date hereof in accordance with their terms as of the date hereof;

(ii) amend or propose to amend its constating documents or, except as agreed to with Mega, any of the Rolling Rock Options or the Rolling Rock Convertible Securities as they exist on the date hereof;

(iii) split, combine or reclassify the Rolling Rock Shares or declare, set aside or pay any dividend or other distribution payable in cash, securities, property or otherwise with respect to the Rolling Rock Shares;

(iv) redeem, purchase or offer to purchase any Rolling Rock Shares and, other than pursuant to the Rolling Rock Stock Option Plan, any options or obligations or rights under contracts, agreements and commitments existing as of the date hereof;

(v) adopt any resolution or enter into any agreement providing for an amalgamation, merger, consolidation, reorganization, liquidation, dissolution or other extraordinary transaction, adopt any plan of liquidation or reorganize, amalgamate or merge with any other Person;

(vi) sell, pledge, lease, encumber or otherwise dispose of the Monument Bay Property or the Domain Property or any interest therein and, except as contemplated herein, sell, pledge, encumber, lease or otherwise dispose of any other material properties or assets;

(vii) grant or enter into any agreement, written or verbal, with respect to any royalty or similar arrangement or issue any instrument having the same economic effect as a royalty on or joint venture in respect of the Monument Bay Property, the Domain Property or the other properties of Rolling Rock;

(viii) except in the ordinary and regular course of business (up to an amount not to exceed, in the aggregate, $25,000), or with respect to any exploration work or drilling program conducted at the Monument Bay Property pursuant to a budget to which Mega has given its written consent, acting reasonably, or as required by Applicable Laws, enter into or modify in any material respect any contract, agreement, licence, franchise, Environmental Approval, lease transaction, commitment or other right or obligation or arrangement including, without limitation, any Monument Bay Contract or any Domain Contract, respectively;

(ix) abandon or fail to diligently pursue any application to renew any existing licence, permit, order, claim, authorization, consent, approval (including Environmental Approvals) or registration related to the Monument Bay Property, the Domain Property or the other properties of Rolling Rock;

(x) make any investment in any Person except in the ordinary and regular course of business, or acquire or agree to acquire (by merger, amalgamation, acquisition of stock or assets or otherwise) any Person or any material properties or assets;

(xi) incur any indebtedness for borrowed money or any other material liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for, the obligations of any other Person, or make any loans or advances;

(xii) authorize, recommend, propose or agree to any release or relinquishment of any standstill agreement or of any other material contractual right;

(xiii) enter into any hedges, swaps or other similar financial instruments or transactions;

(xiv) enter into any agreements with its directors or officers or their respective affiliates or associates;

(xv) change any accounting method, principle or practice except for any changes as a result of transition to IFRS or changes as required by Applicable Laws;

(xvi) make or change any tax election, change an annual tax accounting period, adopt or change any tax accounting method, enter into any closing agreement, amend any Tax Return, surrender any right to claim a refund of Taxes, settle or compromise any Tax liability, consent to any extension or waiver of the statute of limitations period applicable to any Tax claim or assessment, (other than in the ordinary and regular course of business or as required by Applicable Laws); or

(xvii) authorize, propose, permit or agree to any of the foregoing.

(m) Rolling Rock shall not, directly or indirectly, enter into new commitments of a capital expenditure nature or incur any new contingent liabilities other than (i) ordinary course expenditures (up to an amount not to exceed, in the aggregate, $25,000), (ii) expenditures with respect to any exploration work or drilling program conducted at the Monument Bay Property pursuant to a budget to which Mega has given its written consent, acting reasonably, (iii) expenditures required by Applicable Law, (iv) expenditures made in connection with the Amalgamation and the other transactions contemplated in this Agreement, (v) expenditures required by any of the Monument Bay Contracts or the Domain Contracts, and (vi) capital expenditures required to prevent the occurrence of a Material Adverse Effect on Rolling Rock.

(n) Rolling Rock shall not create any new obligations or liabilities or modify or in any manner amend any existing obligations and liabilities to pay any amount, including loan amounts, to officers, directors, employees or consultants of Rolling Rock, other than for salary, bonuses and directors' fees in the ordinary course, in each case in amounts consistent with past practice, or obligations or liabilities arising in the ordinary and regular course of business prior to the Effective Time.

(o) Rolling Rock shall not adopt or amend or make any contribution to any profit sharing, option, deferred compensation, insurance, incentive compensation, other compensation or other similar plan, agreement, trust, fund or arrangements for the benefit of employees except in the ordinary course.

(p) Rolling Rock shall not otherwise take any action that could reasonably be expected to interfere with or be inconsistent with the completion of the Amalgamation or the transactions contemplated in this Agreement.

(q) Rolling Rock shall use reasonable best efforts to cause its current insurance (or reinsurance) policies not to be cancelled or terminated or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance and re-insurance companies of nationally recognized standing providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect.

(r) Rolling Rock shall use reasonable best efforts (i) to preserve intact its business organizations and the rights under the Monument Bay Contracts and the Domain Contracts, (ii) to not do anything or fail to do anything which could lead to a breach under any Monument Bay Contract or any Domain Contract, (iii) to keep available the services of its officers, employees, agents and consultants as a group, (iv) to maintain satisfactory relationships with suppliers, distributors, customers and others having business relationships with it, (v) to not take any action which could reasonably be expected to be prejudicial to the Monument Bay Property, the Domain Property or the other properties of Rolling Rock, and (vi) to not take any action which would render, or which reasonably may be expected to render, any representation or warranty made by it in this Agreement untrue at any time prior to the Effective Date if then made.

(s) Rolling Rock shall not engage in any business, enterprise or other activity different from that carried on by it at the date of this Agreement that could reasonably be expected to have a Material Adverse Effect on Rolling Rock or enter into any transaction or incur (except in respect of obligations or liabilities to which it is already legally subject) any material obligation, expenditure or liability other than in the ordinary and regular course of business as presently conducted.

(t) Rolling Rock shall furnish to Mega such information, in addition to the information contained in this Agreement, relating to Rolling Rock, the Monument Bay Property, the Domain Property and the other properties and assets of Rolling Rock as may reasonably be requested by Mega, and such information and any other information relating to Rolling Rock provided by Rolling Rock to Mega will be true and complete in all material respects and will not contain a Misrepresentation.

(u) Rolling Rock shall not take any action, or refrain from taking any action, or permit any action to be taken or not taken (subject to reasonable best efforts), inconsistent with the provisions of this Agreement or that would reasonably be expected to materially impede the completion of the Amalgamation or the other transactions contemplated herein or would render, or that could reasonably be expected to render, any representation or warranty made by Rolling Rock in this Agreement untrue or inaccurate in any material respect at any time prior to the Effective Time if then made, or that would or could have a Material Adverse Effect on Rolling Rock.

(v) Rolling Rock will promptly notify Mega in writing if:

(i) Rolling Rock becomes aware that any of the representations and warranties of Rolling Rock in this Agreement are untrue or inaccurate in any material respect;

(ii) there has been, or is reasonably expected to be, any breach of any covenant or agreement of Rolling Rock contained in this Agreement; or

(iii) there has been any Material Adverse Change in respect of Rolling Rock, the Monument Bay Property or the Domain Property.

(w) Rolling Rock shall use reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary to consummate and make effective as promptly as is practicable the Amalgamation and the other transactions contemplated in this Agreement, including the execution and delivery of such documents as Mega may reasonably request, and shall use reasonable best efforts to obtain all necessary waivers, consents and approvals and to effect all necessary registrations and filings, including, but not limited to, approvals and filings under Applicable Securities Laws and the rules and policies of the TSX-V, and submissions of information requested by Governmental Entities.

(x) Rolling Rock shall cooperate, and shall cause its affiliates, officers, employees, agents, auditors and representatives reasonably to cooperate, in preparing and filing all Tax Returns, resolving all disputes and audits with respect to all taxable periods relating to Taxes, and in any other matters relating to Taxes, including by maintaining and making available to Mega all books, records and other information of Rolling Rock related to Taxes and shall timely pay all Taxes arising before the Effective Date.

(y) Rolling Rock shall execute and deliver, or cause to be executed and delivered, such customary agreements, certificates, resolutions and other documents and instruments as may be requested by Mega, all in form satisfactory to Mega, acting reasonably, necessary or required in order to complete the Amalgamation and the other transactions contemplated herein.

Covenants of Rolling Rock Regarding Non-Solicitation

4.2 (a) Rolling Rock shall, and Rolling Rock shall direct and cause its representatives to, immediately cease and cause to be terminated any solicitation, encouragement, activity, discussion, negotiation or process with any Person that may be ongoing with respect to any proposal that constitutes, or may reasonably be expected to constitute, an Acquisition Proposal whether or not initiated by Rolling Rock, and, in connection therewith, Rolling Rock shall request the return of all confidential information regarding Rolling Rock previously provided to any Person (other than Mega or any Mega Subsidiary) relating to any transaction that constitutes, or could reasonably be expected to constitute, an Acquisition Proposal. Rolling Rock further agrees not to release any such Person from any standstill or confidentiality agreement or provision to which such Person is a party with Rolling Rock and to take all required actions to enforce such standstill and confidentiality agreements and provisions.

(b) Subject to subsection 4.2(c) hereof and section 4.3 hereof, Rolling Rock hereby covenants and agrees that it shall not, and it shall not authorize or permit any of its representatives to, directly or indirectly:

(i) make, solicit, initiate, encourage, entertain, promote or facilitate, including by way of furnishing information, permitting any visit to facilities or properties of Rolling Rock or entering into any form of agreement, written or verbal, any inquiries or the making of any proposal which does or could constitute an Acquisition Proposal or potential Acquisition Proposal;

(ii) participate, directly or indirectly, in any discussions or negotiations regarding any Acquisition Proposal or potential Acquisition Proposal;

(iii) withdraw, modify, qualify or change in a manner adverse to Mega, or publicly state that it intends to withdraw, modify, qualify or change in a manner adverse to Mega, the approval or recommendation of the Rolling Rock Board of the Amalgamation (it being understood that failing to affirm the approval or recommendation of the Rolling Rock Board of the Amalgamation after an Acquisition Proposal has been publicly announced shall be considered a modification which is adverse to Mega for the purposes of this subsection if the Rolling Rock Board has not affirmed the approval or recommendation of the Amalgamation on the date which is the earlier of (A) 15 calendar days after the date on which the Acquisition Proposal has been publicly announced and (B) five Business Days prior to the Rolling Rock Meeting);

(iv) approve or recommend any Acquisition Proposal; or

(v) enter into any agreement, written or verbal, related to any Acquisition Proposal or requiring Rolling Rock to abandon, terminate or fail to consummate the Amalgamation or any other transaction contemplated herein or providing for the payment of any break, termination or other fee or expense to any Person in the event that Rolling Rock completes the Amalgamation and the other transactions contemplated herein or any other transaction with Mega or any of the Mega Subsidiaries agreed to prior to the termination of this Agreement.

Rolling Rock shall not, directly or indirectly, consider, discuss, negotiate, accept, approve or recommend an Acquisition Proposal or provide information to any Person proposing an Acquisition Proposal, in each case after the date of the approval of the Amalgamation by the Rolling Rock Shareholders.

(c) Notwithstanding subsection 4.2(b) hereof or any other provision of this Agreement, the Rolling Rock Board may, prior to the approval of the Amalgamation Resolution by the Rolling Rock Shareholders, consider and participate, directly or indirectly, in any discussions or negotiations with, or provide information to, or permit any visit to the properties or facilities of Rolling Rock by, any Person who has delivered a bona fide written Acquisition Proposal:

(i) that was not solicited or encouraged after the date of this Agreement;

(ii) did not otherwise result from a breach of this section 4.2; and

(iii) that the Rolling Rock Board determines in good faith, after consultation with the Financial Advisor and outside legal counsel, is or would, if completed, reasonably be expected to constitute, a Superior Proposal;

provided, however, that prior to taking any such action, Rolling Rock must:

(iv) give notice to Mega of such Acquisition Proposal as provided in subsection 4.2(d) hereof; and

(v) obtain a confidentiality agreement from the Person making such Acquisition Proposal containing terms typical for a transaction of this nature, including a standstill provision that is typical of a transaction of this nature.

If Rolling Rock receives a request for material non-public information from a Person who has made an unsolicited bona fide written Acquisition Proposal and Rolling

Rock is permitted, as contemplated under this subsection 4.2(c), to consider and participate, directly or indirectly, in any discussions or negotiations with, or provide information to, or permit any visit to the properties or facilities of Rolling Rock, subject to the execution by such Person of the confidentiality agreement as described above, Rolling Rock may provide such Person with such information and access; provided, however, that Rolling Rock sends a copy of any such confidentiality agreement to Mega promptly upon its execution and Mega is provided with a list of, and a copy of, the information provided to such Person (if not previously provided with such information) and is immediately provided with access to similar information to which such Person is provided (if not previously provided with such access).

(d) From and after the date of this Agreement, Rolling Rock shall promptly (and in any event within 24 hours) notify Mega, at first orally and then in writing, of any inquiry, proposal or offer relating to or constituting an Acquisition Proposal, or any request for non-public information relating to Rolling Rock. Such notice shall include a description of the terms and conditions of any such proposal, inquiry or offer, the identity of the Person making such proposal, inquiry or offer and provide such other details of the proposal, inquiry or offer as Mega may reasonably request. Rolling Rock shall keep Mega fully informed on a prompt basis of the status, including any change to the material terms, of any such inquiry, proposal or offer.

(e) Nothing contained in subsection 4.2(b) above shall prohibit the Rolling Rock Board from taking any action prohibited by subsection 4.2(b)(iii), if the Rolling Rock Board determines, in good faith (after consultation with outside legal counsel) that such action or inaction is necessary for the Rolling Rock Board to act in a manner consistent with its fiduciary duties or Applicable Laws, provided that Rolling Rock may not proceed with the announcement of such decision before giving written notice of such decision to Mega. The foregoing shall not relieve Rolling Rock from its obligation to proceed to call and hold the Rolling Rock Meeting and to hold a vote of the Rolling Rock Shareholders on the Amalgamation Resolution, except in circumstances where this Agreement is terminated in accordance with its terms prior to the date of the Rolling Rock Meeting.

(f) Rolling Rock shall ensure that each of its respective officers and directors and all advisors and representatives retained by any of them are aware of the provisions of this section 4.2, and it shall be responsible for any breach of this section 4.2 by such officers, directors, advisors or representatives.

Right to Accept a Superior Proposal

4.3 (a) If Rolling Rock has complied with section 4.2 of this Agreement with respect thereto, Rolling Rock may accept, approve, recommend or enter into any agreement, understanding or arrangement in respect of a Superior Proposal prior to the approval of the Amalgamation Resolution by the Rolling Rock Shareholders and terminate this Agreement if, and only if (with the exception of a confidentiality agreement which complies with section 4.2 hereof, the execution of which shall not be subject to the conditions of this section 4.3):

(i) Rolling Rock has provided Mega with a copy of the document containing the Superior Proposal;

(ii) five Business Days have elapsed from the later of (A) the date Mega received written notice (a "**Superior Proposal Notice**") advising Mega that the Rolling Rock Board has resolved, subject only to compliance with this section 4.3, to accept, approve, recommend or enter into an agreement in respect of such Superior Proposal, specifying the terms and conditions of such Superior Proposal and identifying the Person making such Superior Proposal, and (B) the date Mega received a copy of the document containing such Superior Proposal;

(iii) the Rolling Rock Board has determined in good faith (after consultation with outside legal counsel) that it is necessary for the Rolling Rock Board to take such action in order to discharge properly its fiduciary duties;

(iv) such Superior Proposal does not provide for the payment of any break, termination or other fee or expense to the Person making the Superior Proposal in the event that Rolling Rock completes the Amalgamation and the other transactions contemplated in this Agreement or any other transaction with Mega or any of the Mega Subsidiaries agreed to prior to the termination of this Agreement,

(v) taking into account any revised proposal made by Mega since receipt of the Superior Proposal Notice, such Superior Proposal remains a Superior Proposal and the Rolling Rock Board has again made the determinations referred to in this subsection 4.3(a); and

(vi) Rolling Rock has previously or concurrently paid or caused to be paid to Mega the Termination Fee payable under section 6.3 of this Agreement.

In the event that Rolling Rock provides Mega with a Superior Proposal Notice on a date that is less than five Business Days prior to the Rolling Rock Meeting, Rolling Rock shall adjourn the Rolling Rock Meeting to a date that is not less than five Business Days and not more than 10 Business Days after the date of receipt by Mega of the Superior Proposal Notice.

(b) During the five Business Day period referred to in paragraph 4.3(a)(ii) above, Mega shall have the right, but not the obligation, to offer to amend the terms of this Agreement. The Rolling Rock Board will review any proposal by Mega to amend the terms of this Agreement in good faith in order to determine whether Mega's amended proposal upon acceptance by Rolling Rock would result in such Superior Proposal ceasing to be a Superior Proposal. If the Rolling Rock Board so determines, Rolling Rock shall enter into an amended agreement with Mega reflecting Mega's amended proposal. If the Rolling Rock Board continues to believe, in good faith and after consultation with the Financial Advisor and outside legal counsel, that such Superior Proposal remains a Superior Proposal and therefore rejects Mega's amended proposal, Rolling Rock may, on termination of this Agreement in accordance with section 6.1 hereof and payment of the Termination Fee as required pursuant to section 6.3 hereof, accept, approve, recommend or enter into an agreement, understanding or arrangement in respect of such Superior Proposal.

(c) Rolling Rock hereby acknowledges and agrees that each successive material modification of any Acquisition Proposal shall constitute a new Acquisition Proposal for purposes of section 4.2 hereof and the requirement under paragraph 4.3(a)(ii) hereof to initiate an additional five Business Day notice period.

(d) If the Rolling Rock Information Circular has been sent to the Rolling Rock Shareholders prior to the expiry of the five Business Day period set forth in subsection 4.3(a) hereof and, during such period, Mega requests in writing that the Rolling Rock Meeting proceed, Rolling Rock shall continue to take all reasonable actions necessary to hold the Rolling Rock Meeting and to cause the Amalgamation to be voted on at the Rolling Rock Meeting.

Covenants of Mega and Mega Subco

4.4 Mega and Mega Subco hereby covenant and agree with Rolling Rock that, prior to the Effective Date:

(a) Neither Mega nor Mega Subco shall take any action, or refrain from taking any action (subject to reasonable best efforts), or permit any action to be taken or not taken, inconsistent with the provisions of this Agreement or that would reasonably be expected to materially impede the completion of the Amalgamation or the other transactions contemplated herein or would render, or that could reasonably be expected to render, any representation or warranty made by Mega or Mega Subco in this Agreement untrue or inaccurate in any material respect at any time prior to the Effective Time if then made or that would or could have a Material Adverse Effect on Mega.

(b) Mega will promptly notify Rolling Rock in writing if:

(i) Mega becomes aware that any of the representations and warranties of Mega or Mega Subco in this Agreement is untrue or inaccurate in any material respect;

(ii) there has been, or is reasonably expected to be, any breach of any covenant or agreement of Mega or Mega Subco contained in this Agreement; or

(iii) there has been a Material Adverse Change in respect of Mega.

(c) Each of Mega and Mega Subco shall use all reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as is practicable the Amalgamation and the other transactions contemplated in this Agreement, including the execution and delivery of such documents as Rolling Rock may reasonably request, and to use reasonable best efforts to obtain all necessary waivers, consents and approvals and to effect all necessary registrations and filings, including, but not limited to, approvals and filings under Applicable Securities Laws, the rules and policies of the TSX-V, and submissions of information requested by Governmental Entities.

(d) In a timely and expeditious manner, Mega shall provide to Rolling Rock all information as may be reasonably requested by Rolling Rock or as required by Applicable Laws with respect to Mega and its businesses and properties for inclusion in the Rolling Rock Information Circular or in any amendment or supplement to the Rolling Rock Information Circular that complies in all material respects with all Applicable Laws on the date of the mailing thereof and containing all Material Facts relating to Mega required to be disclosed in the Rolling Rock Information Circular and not containing any Misrepresentation with respect thereto. Mega shall fully cooperate with Rolling Rock in the preparation of the Rolling Rock Information Circular and shall provide such assistance as Rolling Rock may reasonably request in connection therewith.

(e) Neither Mega nor Mega Subco shall split, combine or reclassify the Mega Shares or the common shares of Mega Subco or declare, set aside or pay any dividend or other distribution payable in cash, securities, property or otherwise with respect to the Mega Shares or the common shares of Mega Subco.

(f) Mega shall use reasonable best efforts to preserve intact its business organizations.

(g) Mega shall prepare and file with the applicable Governmental Entities and the TSX-V all necessary applications required in order to permit the issue of Mega Shares upon the exercise of the Rolling Rock Options and the Rolling Rock Convertible Securities in accordance with the terms hereof and thereof.

(h) The extension of the expiry dates of the Rolling Rock Options as set out in subsection 2.1(c) hereof is subject to the requirements and final approval of the TSX-V (including the approval of the Rolling Rock Shareholders in the manner required by the TSX-V). Mega will use its best efforts to obtain the TSX-V approval; provided, however, that in no event will Mega be required to take any action that would require Mega to obtain the approval of holders of the Mega Shares. The Parties acknowledge and agree that obtaining the foregoing final approval of the TSX-V and the Rolling Rock Shareholders shall not be a condition precedent to completion of the Amalgamation.

United States Securities Matters

4.5 Each of the Parties agrees that the distribution of Mega Shares and Mega Replacement Options in exchange for the Rolling Rock Shares and Rolling Rock Options, respectively, in connection with the Amalgamation is intended to be exempt from the registration requirements of the 1933 Act. Accordingly, each of the Parties agrees that:

(a) the Rolling Rock Information Circular shall contain the legends required under Rule 802(b) of the 1933 Act;

(b) Mega shall file the Rolling Rock Information Circular on Form CB with the SEC;

(c) Mega shall file a Form F-X with the SEC and consent to service of process in the United States; and

(d) U.S. Holders of Rolling Rock securities shall be entitled to participate in the Amalgamation in at least as favourable terms as those offered to other holders of Rolling Rock securities.

Each of the Parties acknowledges that the Mega Shares and Mega Replacement Options issued to Rolling Rock Shareholders and holders of Rolling Rock Options, respectively, in connection with the Amalgamation will be “restricted securities” within the meaning of Rule 144(a)(3) of the 1933 Act to the same extent and proportion that the Rolling Rock Shares or Rolling Rock Options, as applicable, exchanged therefor were restricted securities as of the Effective Time and will bear a restrictive legend to such effect.

ARTICLE 5
CONDITIONS PRECEDENT

Mutual Conditions Precedent of Rolling Rock, Mega and Mega Subco

5.1 The respective obligations of Rolling Rock, Mega and Mega Subco to complete the Amalgamation shall be subject to the satisfaction, at or before the Effective Time, of the following conditions precedent, each of which may only be waived, in whole or in part, by mutual consent of Rolling Rock, Mega and Mega Subco:

(a) the Rolling Rock Shareholder Approvals shall have been obtained;

(b) the TSX-V shall have granted the acceptance of the TSX-V with respect to Rolling Rock required to close the Amalgamation (which, for clarity, does not include the approval referred to in subsection 4.4(h) hereof);

(c) the TSX-V shall have granted the acceptance of the TSX-V with respect to Mega required to close the Amalgamation (which, for clarity, does not include the approval referred to in subsection 4.4(h) hereof); and

(d) this Agreement shall not have been terminated pursuant to Article 6 hereof.

Conditions Precedent to Obligations of Rolling Rock

5.2 The obligation of Rolling Rock to complete the Amalgamation is subject to the satisfaction, on or before the Effective Time, of each of the following conditions, which conditions are for the sole benefit of Rolling Rock and may be waived by Rolling Rock in whole or in part by notice in writing to Mega without prejudice to the rights of Rolling Rock to rely on any other condition:

(a) there shall not have been any event, change, occurrence or state of facts that, either individually or in the aggregate, have or could reasonably be expected to have a Material Adverse Effect on Mega;

(b) the representations and warranties made by each of Mega and Mega Subco in this Agreement that are qualified by the expression "Material Adverse Change" or "Material Adverse Effect" shall be true and correct as of the Effective Time as if made at and as of such time (except to the extent that such representations and warranties speak as of an earlier time, in which event such representations and warranties shall be true and correct as of such earlier time), and all other representations and warranties made by each of Mega and Mega Subco in this Agreement shall be true and correct in all material respects as of the Effective Time as if made at and as of such time (except to the extent that such representations and warranties speak as of an earlier time, in which event such representations and warranties shall be true and correct as of such earlier time), in either case, except where any failures or breaches of representations and warranties would not, either individually or in the aggregate, in the reasonable judgment of Rolling Rock, have a Material Adverse Effect on, or constitute a Material Adverse Change in respect of, Mega, and Mega shall have provided to Rolling Rock a certificate of two of its officers, and Mega Subco shall have provided to Rolling Rock a certificate of an officer thereof, certifying such accuracy or lack of Material Adverse Effect or Material Adverse Change as at the Effective Time. No representation or warranty made by Mega or Mega Subco hereunder shall be deemed not to be true and correct if the facts or circumstances which make such representation or warranty untrue or incorrect are provided for or stated to be exceptions under this Agreement;

(c) each of Mega and Mega Subco shall have complied in all material respects with its covenants herein and Mega shall have provided to Rolling Rock a certificate of two of its officers, and Mega Subco shall have provided to Rolling Rock a certificate of an officer thereof, certifying that, as of the Effective Time, it has so complied with such covenants herein;

(d) (i) all consents, waivers, permits, exemptions, orders and approvals of, and any registrations and filings with, any Governmental Entity and the expiry of any waiting periods, in connection with, or required to permit, the completion of the Amalgamation, and (ii) all third person and other consents, waivers, permits, exemptions, orders, approvals, agreements and amendments and modifications to agreements, indentures or arrangements, the failure of which to obtain or the non-expiry of which, either individually or in the aggregate would, or could reasonably be expected to have, a Material Adverse Effect on Mega or materially impede the completion of the Amalgamation, shall have been obtained or received on terms that are reasonably satisfactory to Rolling Rock;

(e) there shall have been no action taken under any Applicable Law or by any Governmental Entity which (i) makes it illegal or otherwise directly or indirectly restrains, enjoins or prohibits the completion of the Amalgamation, or (ii) results or could reasonably be expected to result in a judgment, order, decree or assessment of damages, directly or indirectly, relating to the Amalgamation which has, or could reasonably be expected to have, a Material Adverse Effect on Mega subsequent to the Effective Date; and

(f) the Mega Board and the directors and sole shareholder of Mega Subco shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by Mega and Mega Subco to permit the consummation of the Amalgamation.

Conditions Precedent to Obligations of Mega and Mega Subco

5.3 The obligation of Mega and Mega Subco to complete the Amalgamation is subject to the satisfaction of each of the following conditions on or before the Effective Time, which conditions are for the sole benefit of Mega and Mega Subco and may be waived by Mega and Mega Subco in whole or in part by notice in writing to Rolling Rock without prejudice to the rights of Mega or Mega Subco to rely on any other condition:

(a) there shall not have been any event, change, occurrence or state of facts that, either individually or in the aggregate, have or could reasonably be expected to have a Material Adverse Effect on Rolling Rock;

(b) the representations and warranties made by Rolling Rock in this Agreement that are qualified by the expression "Material Adverse Change" or "Material Adverse Effect" shall be true and correct as of the Effective Time as if made at and as of such time (except to the extent that such representations and warranties speak as of an earlier time, in which event such representations and warranties shall be true and correct as of such earlier time), and all other representations and warranties made by Rolling Rock in this Agreement that are not so qualified shall be true and correct in all material respects as of the Effective Time as if made at and as of such time (except to the extent that such representations and warranties speak as of an earlier time, in which event such representations and warranties shall be true and correct as of such earlier time), in either case, except where any failures or breaches of representations and warranties would not, either individually or in the aggregate, in the reasonable judgment of Mega, have a Material Adverse Effect on, or constitute a Material Adverse Change in respect of, Rolling Rock, and Rolling Rock shall have provided to Mega a certificate of two of its officers certifying such accuracy or lack of Material Adverse Effect or Material Adverse Change as at the Effective Time. No representation or warranty made by Rolling Rock hereunder shall be deemed not to be true and correct if the facts or circumstances that make such representation or warranty untrue or incorrect are provided for or stated to be exceptions under this Agreement;

(c) Rolling Rock shall have complied in all material respects with its covenants herein and Rolling Rock shall have provided to Mega a certificate of two of its officers certifying that, as of the Effective Time, Rolling Rock has so complied with its covenants herein;

(d) Rolling Rock Shareholders holding no more than 2% of the outstanding Rolling Rock Shares shall have exercised their Dissent Rights (and not withdrawn such exercise) and Mega shall have received a certificate dated the day immediately preceding the Effective Date of two officers of Rolling Rock to such effect;

(e) the Support Agreements shall not have been terminated;

(f) Mega shall have obtained title opinions, in form and substance satisfactory to Mega, acting reasonably, addressed to Mega relating to the Monument Bay Property and the Domain Property;

(g) Rolling Rock shall have prepared and filed interim financial statement of Rolling Rock for the three and six months ended September 30, 2010;

(h) (i) all consents, waivers, permits, exemptions, orders and approvals of, and any registrations and filings with, any Governmental Entity and the expiry of any waiting periods, in connection with, or required to permit, the completion of the Amalgamation, and (ii) all third person and other consents, waivers, permits, exemptions, orders, approvals, agreements and amendments, supplements and modifications to agreements, indentures or arrangements, in each case considered necessary or desirable by Mega, acting reasonably, shall have been obtained or received on terms that are reasonably satisfactory to Mega;

(i) the distribution of the Mega Shares and any other securities of Mega issued in exchange for securities of Rolling Rock in the United States pursuant to the Amalgamation shall be exempt from registration requirements under the 1933 Act;

(j) Mega and Rolling Rock shall have entered into an agreement, in a form satisfactory to Mega, acting reasonably, with Kinross Gold Corporation pursuant to which Kinross Gold Corporation (as successor in interest to Bema Gold Corporation) has agreed to accept Mega Shares in lieu of the up to 7,000,000 Rolling Rock Shares issuable to it pursuant to the Monument Bay property purchase agreement dated July 5, 2006 between Rolling Rock and Bema Gold Corporation on the basis of the Exchange Ratio;

(k) Scott Angus shall have delivered to Rolling Rock his written resignation, in a form satisfactory to Mega, acting reasonably, under the Management Services Agreement dated August 1, 2007, as amended, between Rolling Rock and Scott Angus effective as of the Closing Date, together with a full and final release, in a form satisfactory to Mega, acting reasonably, in favour of Rolling Rock, Mergeco and Mega, and Mega shall have entered into a consulting agreement, in a form satisfactory to Mega, acting reasonably, with Scott Angus or a company or other entity wholly-owned by him, to the effect that Scott Angus or his company shall provide consulting services to Mega if, as and when required by Mega for a period of one-year following the Effective Date at daily compensation rates consistent with his compensation prior to the Effective Date;

(l) Golden Oak Corporate Services Ltd. shall have delivered to Rolling Rock its intention to terminate, in a form satisfactory to Mega, acting reasonably, the Consulting Agreement dated August 1, 2008 between Rolling Rock, Golden Oak Corporate Services Ltd. and Doris Meyer effective as of the Closing Date, together with a full and final release, in a form satisfactory to Mega, acting reasonably, in favour of Rolling Rock, Mergeco and Mega, and Mega shall have entered into a consulting agreement, in a form satisfactory to Mega, acting reasonably, with Doris Meyer, or a company or other entity wholly-owned by her, to the effect that Doris Meyer or her company shall provide consulting services to Mega if, as and when required by Mega for a period of one-year following the Effective Date at daily compensation rates consistent with her compensation prior to the Effective Date;

(m) there shall have been no action taken under any Applicable Law or by any Governmental Entity which (i) makes it illegal or otherwise directly or indirectly restrains, enjoins or prohibits the completion of the Amalgamation, or (ii) results or could reasonably be expected to result in a judgment, order, decree or assessment of damages, directly or indirectly, relating to the Amalgamation which has, or could reasonably be expected to have, a Material Adverse Effect on Mega, Rolling Rock, the Monument Bay Property or the Domain Property, subsequent to the Effective Date;

(n) the Rolling Rock Board shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by Rolling Rock to permit, or required in connection with, the completion of the Amalgamation; and

(o) subject to the terms of this Agreement, the Rolling Rock Board shall not have withdrawn, modified, qualified or changed in a manner adverse to Mega, or publicly stated that it intends to withdraw, modify, qualify or change in a manner adverse to Mega its recommendation to Rolling Rock Shareholders that they vote in favour of the Amalgamation Resolution.

Co-operation

5.4 Each of the Parties shall use all reasonable best efforts to satisfy each of the conditions precedent to be satisfied by it and take, or cause to be taken, all other actions and do, or cause to be done, all other things necessary, proper or advisable under Applicable Laws, to permit the completion of the Amalgamation and the other transactions contemplated in this Agreement in accordance with the provisions of this Agreement and to complete and make effective the Amalgamation and the other transactions contemplated in this Agreement and to co-operate with each other in connection with the foregoing.

Notice and Cure Provisions

5.5 Each Party shall give prompt notice to the other Parties of the occurrence, or failure to occur, at any time from the date hereof until the Effective Date, of any event or state of facts, which occurrence or failure would be likely to or could:

(a) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate in any material respect between the date hereof and the Effective Date;

(b) result in the failure to comply with or satisfy any covenant or agreement to be complied with or satisfied by such Party prior to the Effective Date; or

(c) result in the failure to satisfy any of the conditions precedent in favour of the other Parties contained in section 5.1, 5.2 or 5.3 hereof, as the case may be.

Subject to the terms of this Agreement, a Party may elect not to complete the Amalgamation pursuant to the conditions contained in section 5.1, 5.2 or 5.3 hereof in favour of such Party or exercise any termination right arising therefrom; provided, however, that:

(d) promptly, and in any event prior to the Effective Date, the Party intending to rely thereon has delivered a written notice to the other Parties specifying in reasonable detail the breaches of covenants or untruthfulness or inaccuracy of representations and warranties or other matters which the Party delivering such notice is asserting as the basis for the exercise of the termination right, as the case may be; and

(e) if any such notice is delivered, and a Party is proceeding diligently, at its own expense, to cure such matter, if such matter is susceptible to being cured, the Party which has delivered such notice may not terminate this Agreement until the earlier of the Termination Deadline and the expiration of a period of 14 days from the date of delivery of such notice, provided that, if such notice has been delivered prior to the date of the Rolling Rock Meeting, the Rolling Rock Meeting shall be adjourned or postponed until the expiry of such period.

Merger of Conditions

5.6 The conditions set out in sections 5.1, 5.2 and 5.3 hereof shall be conclusively deemed to have been satisfied, fulfilled or waived upon the issue of a certificate of amalgamation by the Registrar for the Amalgamation. Rolling Rock hereby acknowledges and agrees that it has no right to file the Amalgamation Application with the Registrar unless such conditions have been satisfied, fulfilled or waived and Mega has consented in writing to such filing of the Amalgamation Application.

ARTICLE 6
TERMINATION AND AMENDMENT

Rights of Termination

6.1 This Agreement may be terminated at any time prior to the Effective Date:

(a) by the mutual written consent and agreement of the Parties;

(b) by Mega if (i) the Rolling Rock Board shall have withdrawn or modified in a manner adverse to Mega its approval or recommendation of the Amalgamation (including as contemplated by sections 4.2 and 4.3 hereof) or (ii) the Rolling Rock Board shall have approved or recommended an Acquisition Proposal;

(c) by Mega if Rolling Rock shall have failed to hold the Rolling Rock Meeting on or before December 24, 2010, unless such failure results from (i) delays in obtaining all required regulatory approvals that are beyond the control of Rolling Rock, or (ii) an adjournment or postponement of the Rolling Rock Meeting for not more than ten Business Days in the circumstances described in subsection 4.3(a) hereof;

(d) by Mega if there is a breach by Rolling Rock or any of its directors, officers, agents or any other representative thereof of any of the covenants provided in paragraph 4.1(l)(v), section 4.2 or 4.3 hereof, in each case, prior to the Effective Date;

(e) by Rolling Rock in order to enter into a definitive written agreement with respect to a Superior Proposal, subject to compliance with section 4.3 hereof;

(f) by any Party if the Rolling Rock Shareholder Approval shall not have been obtained at the Rolling Rock Meeting; or

(g) by any Party if any of the conditions in sections 5.1, 5.2 or 5.3 hereof for the benefit of the terminating Party is not satisfied or waived in accordance with those sections.

Termination Deadline

6.2 If the Effective Date does not occur on or before the Termination Deadline, this Agreement will terminate on notice by a Party to the other Parties. The right to terminate this Agreement under this section 6.2 shall not be available to any Party whose action or failure to act has been a principal cause of or resulted in the failure of the Effective Date to occur on or before the Termination Deadline and such action or failure to act constitutes a breach of this Agreement. Notwithstanding the foregoing, any Party shall have the one-time right, in its sole discretion, upon written notice to the other Parties at least three Business Days prior to the Termination Deadline, to extend the Termination Deadline for a period of 30 days beyond the Termination Deadline (the “**Revised Termination Deadline**”) and such other Parties shall not be entitled to terminate this Agreement under this section 6.2 until the expiration of such Revised Termination Deadline.

Termination Fee

6.3 If:

(a) Mega shall terminate this Agreement pursuant to subsection 6.1(b) hereof;

(b) Mega shall terminate this Agreement pursuant to subsection 6.1(c) hereof;

(c) Mega shall terminate this Agreement pursuant to subsection 6.1(d) hereof;

(d) Rolling Rock shall terminate this Agreement pursuant to subsection 6.1(e) hereof; or

(e) any Party shall terminate this Agreement pursuant to subsection 6.1(f) hereof in circumstances where the Amalgamation Resolution has not received the required Rolling Rock Shareholders Approval at the Rolling Rock Meeting and (i) a bona fide Acquisition Proposal has been publicly announced or made by any Person other than Mega prior to the Rolling Rock Meeting and not publicly withdrawn more than five Business Days prior to the Rolling Rock Meeting, and (ii) Rolling Rock enters into an agreement with respect to such Acquisition Proposal, or such Acquisition Proposal is completed, after the date of this Agreement and prior to the expiration of 12 months following the termination of this Agreement;

then in any such case Rolling Rock shall pay or cause to be paid to Mega a termination fee (the "**Termination Fee**") of $450,000, in immediately available funds to an account designated by Mega. In the circumstances set forth in subsection 6.3(a), (b), (c) or (d) above, the Termination Fee shall be payable at the time of termination and, in the circumstances set forth in subsection 6.3(e) above, the Termination Fee shall be payable within three Business Days following the earlier of the date on which Rolling Rock enters into an agreement in respect of an Acquisition Proposal or the date on which Rolling Rock consummates an Acquisition Proposal. Rolling Rock shall not be obligated to make more than one payment pursuant to this section 6.3. Rolling Rock hereby acknowledges that the payment amount set out in this section 6.3 is a payment of liquidated damages which are a genuine pre-estimate of the damages which Mega will suffer or incur as a result of the event giving rise to such damages and the resultant non-completion of the Amalgamation and is not a penalty. Rolling Rock hereby irrevocably waives any right it may have to raise as a defence that any such liquidated damages are excessive or punitive.

Amendment

6.4 This Agreement and the Amalgamation Agreement may, at any time and from time to time before or after the holding of the Rolling Rock Meeting but not later than the Effective Time, be amended by mutual written agreement of the Parties, and any such amendment may, subject to Applicable Law, without limitation:

(a) change the time for the performance of any of the obligations or acts of any of the Parties;

(b) waive any inaccuracies or modify any representations or warranty contained herein or in any document delivered pursuant hereto;

(c) waive compliance with or modify any of the covenants herein contained and waive or modify the performance of any of the obligations of any of the Parties; or

(d) waive compliance with or modify any mutual conditions precedent herein contained.

Waiver

6.5 At any time prior to the Effective Date, any Party may:

(a) extend the time for the performance of any of the obligations or other acts of the other Parties; or

(b) waive compliance with any of the covenants or agreements of the other Parties or with any conditions to its own obligations,

but in each case only to the extent such obligations, covenants, agreements and conditions are intended for its benefit.

ARTICLE 7
GENERAL

Notice

7.1 All notices, requests, demands and other communications hereunder shall be deemed to have been given and made if in writing and if served by personal delivery upon the Party for whom it is intended, or if sent by facsimile or other electronic transmission, upon receipt of confirmation that such transmission has been received, to the Person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such Person.

To Mega:

401 - 1113 Jade Court
Thunder Bay, ON P7B 6M7

Attention: President and Chief Executive Officer

Telephone: (807) 766-3380
Fax: (807) 346-0100

with a copy to (which copy shall not constitute notice):

Fraser Milner Casgrain LLP
77 King Street West, Suite 400
Toronto, ON M5K 0A1

Attention: Abbas Ali Khan

Telephone: (416) 863-4398
Fax: (416) 863-4592

To Mega Subco:

401 - 1113 Jade Court
Thunder Bay, ON P7B 6M7

Attention: President and Chief Executive Officer

Telephone: (807) 766-3380
Fax: (807) 346-0100

with a copy to (which copy shall not constitute notice):

Fraser Milner Casgrain LLP
77 King Street West, Suite 400
Toronto, ON M5K 0A1

Attention: Abbas Ali Khan

Telephone: (416) 863-4398
Fax: (416) 863-4592

To Rolling Rock (prior to the Effective Date):

Unit 1 - 15782 Marine Drive
White Rock, B.C. V4B 1E6

Attention: President and Chief Executive Officer

Telephone: (604) 536-2711
Fax: (604) 536-2788

with a copy to (which copy shall not constitute notice):

Axium Law Corporation
Suite 3350, Four Bentall Centre
1055 Dunsmuir Street
Vancouver, B.C. V7X 1L2

Attention: Rod McKeen

Telephone: (604) 692-4901
Fax: (604) 692-4900

Any such notice, direction or other instrument, whether personally delivered or transmitted by facsimile or other electronic transmission, shall be deemed to have been given and received at the time and on the date on which it was personally delivered to or received in the office of the addressee, as the case may be, if personally delivered or transmitted prior to 5:00 p.m. (at the place of the addressee) on a Business Day or, if personally delivered or transmitted later than that time or on a day which is not a Business Day, at 9:00 a.m. (at the place of the addressee) on the subsequent Business Day. Any Party may change its address for service from time to time by notice given to the other Parties in accordance with the foregoing. Any notice, direction or other instrument personally delivered or transmitted under this Agreement shall be signed by one or more officers of the Party delivering it.

Binding Effect

7.2 This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors.

No Assignment

7.3 This Agreement may not be assigned by any Party without the prior written consent of the other Parties.

Public Statements

7.4 No Party shall make any announcement regarding the Amalgamation or the other transactions contemplated herein which has not been previously reviewed and commented on by the other Parties, except that any Party may issue a press release or make a filing with a regulatory authority if counsel for such Party advises that such press release or filing is necessary in order to comply with Applicable Laws or the rules and policies of any stock exchange, in which case such Party will first make a reasonable effort to obtain the approval of the other Parties, such approval not to be unreasonably withheld or delayed.

Entire Agreement

7.5 This Agreement constitutes the entire agreement between the Parties and supersedes all other prior agreements, negotiations, discussions, understandings and undertakings, both written and oral, between the Parties relating to the subject matter hereof, including, without limitation, the Letter Agreement.

Time of Essence

7.6 Time shall be of the essence of this Agreement.

Severability

7.7 If any provision of this Agreement, or the application thereof, is determined for any reason and to any extent to be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other Persons and circumstances shall remain in full force and effect, provided that the legal or economic substance of the transactions contemplated hereby is not thereby affected in a manner adverse to any of the Parties.

Counterpart Executions and Facsimile Transmissions

7.8 This Agreement may be executed in counterparts, each of which when delivered (whether in originally executed form or by facsimile or other electronic transmission) shall be deemed to be an original and all of which together shall constitute one and the same document.

Fees and Expenses

7.9 Subject to section 6.3 hereof, each Party shall be responsible for its own fees and expenses relating to the Amalgamation and the other transactions contemplated herein including, without limitation, regulatory fees and fees of professional advisers, including financial advisors, legal counsel and auditors.

Investigation

7.10 Any investigation by a Party and its advisers shall not mitigate, diminish or affect the representations and warranties of the other Parties contained in this Agreement or any document or certificate given pursuant thereto.

Further Assurances

7.11 Each Party shall do all such further acts and things and shall execute such further documents and agreements as may be necessary to give effect to the terms and conditions of this Agreement.

Waiver

7.12 Any waiver or release of any of the provisions of this Agreement, to be effective, must be in writing executed by the Party granting such waiver or release.

Governing Law

7.13 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Each of the Parties irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

MEGA PRECIOUS METALS INC.

Per: *(signed) James A. Rogers*
James A. Rogers
President and Chief Executive Officer

0893573 B.C. LTD.

Per: *(signed) James A. Rogers*
James A. Rogers
President and Chief Executive Officer

ROLLING ROCK RESOURCES CORPORATION

Per: *(signed) Scott Angus*
Scott Angus
President and Chief Executive Officer

SCHEDULE A

AMALGAMATION AGREEMENT

THIS AGREEMENT is dated the ● day of ●, 201●.

BETWEEN: **MEGA PRECIOUS METALS INC.**, a corporation existing under the laws of Ontario

("**Mega**")

AND: **0893573 B.C. LTD.**, a company existing under the laws of British Columbia

("**Mega Subco**")

AND: **ROLLING ROCK RESOURCES CORPORATION**, a company existing under the laws of British Columbia

("**Rolling Rock**")

WHEREAS:

A. Mega, Mega Subco and Rolling Rock have entered into the Business Combination Agreement (as hereinafter defined).

B. Mega Subco is a wholly-owned subsidiary of Mega.

C. Mega Subco and Rolling Rock have agreed to amalgamate in accordance with the *Business Corporations Act* (British Columbia) upon the terms and subject to the conditions hereinafter set out.

D. The amalgamation of Mega Subco and Rolling Rock involves, among other things, the issue of common shares of Mega to the shareholders of Rolling Rock.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the respective covenants and agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto hereby agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Amalgamation Agreement, unless the context otherwise requires, the following words and terms with the initial letter or letters thereof capitalized shall have the meanings ascribed to them below:

(a) "**Amalgamating Companies**" means Rolling Rock and Mega Subco;

(b) “**Amalgamation**” means the amalgamation of the Amalgamating Companies pursuant to section 269 of the BCBCA to form Mergeco, upon the terms and subject to the conditions set forth in this Amalgamation Agreement;

(c) “**Amalgamation Agreement**” means this amalgamation agreement, including any schedules attached hereto, as amended or supplemented from time to time;

(d) “**Amalgamation Application**” means the amalgamation application that will be filed with the Registrar under subsection 275(1)(a) of the BCBCA in order to give effect to the Amalgamation, such application to be in the form set out in schedule B attached hereto;

(e) “**Articles of Mergeco**” means the articles of Mergeco in the form attached hereto as schedule A;

(f) “**BCBCA**” means the *Business Corporations Act* (British Columbia), as amended;

(g) “**Business Combination Agreement**” means the business combination agreement dated October 29, 2010 between Mega, Mega Subco and Rolling Rock, including any schedules attached thereto, as amended or supplemented from time to time in accordance with the provisions thereof;

(h) “**Certificate of Amalgamation**” means the certificate of amalgamation issued by the Registrar in accordance with section 281 of the BCBCA in respect of the Amalgamation;

(i) “**Depositary**” means Computershare Investor Services Inc., the registrar and transfer agent for the Mega Shares;

(j) “**Effective Date**” means the date shown on the Certificate of Amalgamation issued by the Registrar in accordance with section 281 of the BCBCA in respect of the Amalgamation;

(k) “**Effective Time**” the time when the Amalgamation will be deemed to have been completed, which shall be 12:01 a.m., Vancouver time, on the Effective Date;

(l) “**Exchange Ratio**” means 0.4 (being 0.4 of a Mega Share in exchange for each one Rolling Rock Share);

(m) “**Former Rolling Rock Shareholders**” means the holders of Rolling Rock Shares immediately prior to the Effective Time;

(n) “**Mega**” means Mega Precious Metals Inc., a corporation existing under the Business Corporations Act (Ontario);

(o) “**Mega Replacement Option**” has the meaning ascribed to such term in subsection 3.2(a) hereof;

(p) “**Mega Shares**” means the common shares which Mega is authorized to issue as presently constituted;

(q) "**Mega Subco**" means 0893573 B.C. Ltd., a wholly-owned subsidiary of Mega existing under the BCBCA;

(r) "**Mergco**" means the corporation resulting from the Amalgamation with the name "Rolling Rock Resources Corporation";

(s) "**Mergeco Shares**" means the common shares which Mergeco will be authorized to issue upon completion of the Amalgamation;

(t) "**Registrar**" means the registrar appointed under section 400 of the BCBCA;

(u) "**Rolling Rock**" means Rolling Rock Resources Corporation, a company existing under the BCBCA;

(v) "**Rolling Rock Convertible Securities**" means the Rolling Rock Warrants and the Rolling Rock Finder's Options;

(w) "**Rolling Rock Finder's Options**" means the options to acquire up to 600,000 units of Rolling Rock (with each unit consisting of one Rolling Rock Share and one share purchase warrant) as listed in schedule E attached to the Business Combination Agreement;

(x) "**Rolling Rock Options**" means the outstanding options to acquire up to 3,265,000 Rolling Rock Shares as listed in schedule E attached to the Business Combination Agreement and which have been issued pursuant to the Rolling Rock Stock Option Plan;

(y) "**Rolling Rock Shareholders**" means holders of outstanding Rolling Rock Shares;

(z) "**Rolling Rock Shares**" means the common shares which Rolling Rock is authorized to issue as presently constituted;

(aa) "**Rolling Rock Stock Option Plan**" means the stock option plan of Rolling Rock as approved by the Rolling Rock Board on January 6, 2006 and by the Rolling Rock Shareholders on June 28, 2006;

(bb) "**Rolling Rock Warrants**" means the share purchase warrants to acquire up to 6,000,000 Rolling Rock Shares as listed in schedule E attached to the Business Combination Agreement; and

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

In addition, words and phrases used but not defined herein and defined in the BCBCA shall have the same meaning herein as in the BCBCA unless the context otherwise requires.

1.2 Interpretation Not Affected by Headings

The division of this Amalgamation Agreement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Amalgamation Agreement. The terms "this Amalgamation Agreement", "hereof", "herein", "hereto", "hereunder" and similar expressions refer to this Amalgamation Agreement and the schedules attached hereto and not to any particular article, section or other portion hereof and include any agreement, schedule or instrument supplementary or ancillary hereto or thereto. The word "including", when following a general statement or term, is not to be construed as limiting the general statement or term to any specific item or matter set forth or to similar items or matters, but rather as permitting the general statement or term to refer also to all other items or matters that could reasonably fall within its broadest possible scope.

1.3 Number and Gender

In this Amalgamation Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing gender or neuter include both genders and neuter, and the word "person" and all words importing persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any governmental agency, political subdivision or instrumentality thereof) and any other entity of any kind or nature whatsoever.

1.4 Date for Action

If the date on which any action is required to be taken hereunder by any party hereto is not a business day in the place where the action is required to be taken, that action will be required to be taken on the next succeeding day which is a business day in that place.

1.5 Statutory References

A reference to a statute includes all regulations made thereunder, all amendments to the statute or regulations in force from time to time, and every statute or regulation that supplements or supersedes such statute or regulations.

ARTICLE 2
AGREEMENT TO AMALGAMATE

2.1 Agreement to Amalgamate

Each of the parties hereto hereby agrees to the Amalgamation, such that the Amalgamating Companies shall continue as one corporation under the BCBCA, upon the terms and subject to the conditions set forth in this Amalgamation Agreement.

2.2 Business Combination Agreement

This Amalgamation Agreement is made pursuant to, and is subject to the provisions of the Business Combination Agreement. In the event of any conflict between the provisions of this Amalgamation Agreement and the provisions of the Business Combination Agreement, the provisions of the Business Combination Agreement shall prevail.

ARTICLE 3
THE AMALGAMATION

3.1 The Amalgamation

At the Effective Time, the following shall be deemed to occur without any further act or formality:

(a) The Amalgamating Companies shall be amalgamated and continue as one corporation, Mergeco, on the terms prescribed in this Amalgamation Agreement.

(b) The Rolling Rock Shares outstanding immediately prior to the Effective Time shall be cancelled, and Former Rolling Rock Shareholders (other than Mega and Mega Subco), shall receive, in exchange for their Rolling Rock Shares so cancelled, that number of Mega Shares equal to the product of (A) the number of Rolling Rock Shares so cancelled, and (B) the Exchange Ratio.

(c) Neither Mega nor Mega Subco shall receive any repayment of capital in respect of any Rolling Rock Shares held by them that are cancelled pursuant to subsection 3.1(b) hereof.

(d) The common shares of Mega Subco outstanding immediately prior to the Effective Time shall be cancelled and replaced with an equal number of Mergeco Shares issued by Mergeco.

(e) As consideration for the issuance of Mega Shares pursuant to subsection 3.1(b) hereof, Mergeco shall issue to Mega one Mergeco Share for each Mega Share so issued.

As a result of the foregoing, (i) in accordance with section 282 of the BCBCA, among other things, the property, rights and interests of each of Rolling Rock and Mega Subco will continue to be the property, rights and interests of Mergeco, and Mergco will continue to be liable for the obligations of each of Rolling Rock and Mega Subco, and (ii) Mergeco will be a wholly-owned subsidiary of Mega.

3.2 Rolling Rock Convertible Securities

(a) Following the Effective Time, each Rolling Rock Option outstanding immediately prior to the Effective Time, whether vested or not, shall be exchanged for a fully-vested option granted by Mega (each a "**Mega Replacement Option**" and collectively the "**Mega Replacement Options**") to acquire that number of Mega Shares equal to the product of (A) the number of Rolling Rock Shares subject to the Rolling Rock Option immediately before the Effective Time and (B) the Exchange Ratio, and the exercise price per Mega Share subject to any Mega Replacement Option shall be equal to the quotient of (A) the exercise price per Rolling Rock Share subject to such Rolling Rock Option immediately before the Effective Time divided by (B) the Exchange Ratio. Notwithstanding the acceleration provisions set out in section 10 of the Rolling Rock Stock Option Plan, each Mega Replacement Option shall be exercisable until the earlier of (A) the original expiry date of the Rolling Rock Option exchanged therefor, and (B) the later of (I) the date that is six months after the Effective Date and (II) the date the holder of the Mega Replacement Option ceases to be an eligible participant under the stock option plan of Mega. Except as set out above, the terms of each Mega Replacement Option shall be the same as the Rolling Rock Option exchanged therefor. **[The foregoing is subject to the approvals set out in subsection 4.4(h) of the Business Combination Agreement.]**

(b) Following the Effective Time, each Rolling Rock Warrant outstanding immediately prior to the Effective Time shall remain outstanding in accordance with its terms, and, in accordance with its terms, the holder thereof will receive, upon the exercise thereof, in lieu of the number of Rolling Rock Shares to which such holder was theretofore entitled to acquire upon such exercise, that number of Mega Shares equal to the product of (A) the number of Rolling Rock Shares subject to such Rolling Rock Warrant immediately before the Effective Time and (B) the Exchange Ratio.

(c) Following the Effective Time, each Rolling Rock Finder's Option outstanding immediately prior to the Effective Time shall remain outstanding in accordance with its terms, and, in accordance with its terms, the holder thereof will receive, upon the exercise thereof, in lieu of the number of Rolling Rock Shares and share purchase warrants to acquire Rolling Rock Shares to which such holder was theretofore entitled to acquire upon such exercise, (A) that number of Mega Shares equal to the product of (I) the number of options subject to such Rolling Rock Finder's Option immediately before the Effective Time and (II) the Exchange Ratio, and (B) share purchase warrants to acquire that number of Mega Shares equal to the product of (I) the number of options subject to such Rolling Rock Finder's Option immediately before the Effective Time and (II) the Exchange Ratio.

3.3 Fractional Securities

No fractional Mega Shares will be issued under the Amalgamation. Where the aggregate number of Mega Shares to be issued to any Former Rolling Rock Shareholders pursuant to subsection 3.1(b) hereof, or to any holder of Mega Replacement Options or Rolling Rock Convertible Securities upon the exercise thereof after the Effective Time, would result in a fraction of a Mega Share being issuable, the number of Mega Shares to be issued to such holder shall be rounded down to the next whole number, and no cash or other consideration shall be paid or payable in lieu of such fraction of a Mega Share, unless, in the case of Rolling Rock Convertible Securities being exercised, the terms of such Rolling Rock Convertible Securities provide that cash or other consideration shall be payable in lieu of such fraction of a Mega Share, in which case the cash or other consideration payable in lieu of such fraction of a Mega Share shall be paid in accordance with the terms of such Rolling Rock Convertible Securities.

ARTICLE 4
MERGECO

4.1 Name

The name of Mergeco shall be "Rolling Rock Resources Corporation".

4.2 Registered Office

The address of the registered and records office of Mergeco shall be Suite 1500, 1040 West Georgia Street, Vancouver, British Columbia V6E 4H8.

4.3 Authorized Capital

Mergeco shall be authorized to issue an unlimited number of common shares (being the Mergeco Shares). The capital account in the records of Mergeco for the Mergeco Shares shall be equal to the capital attributed to the Rolling Rock Shares (other than any Rolling Rock Shares held by Mega or Mega Subco) and the common shares of Mega Subco.

4.4 Initial Directors

The first directors of Mergeco shall be the persons whose names and residential addresses appear below:

Name	Address	Resident Canadian
●	●	●

4.5 Articles of Mergeco

The articles of Mergeco shall be the Articles of Mergeco, which shall be signed by one of the first directors of Mergeco referred to in section 4.4 hereof.

ARTICLE 5
AMALGAMATION APPLICATION

5.1 Filing

Upon the terms and subject to the conditions of the Business Combination Agreement, including the conditions precedent set forth in the Business Combination Agreement, Rolling Rock shall file the Amalgamation Application with the Registrar as provided for under the BCBCA.

ARTICLE 6
DELIVERY OF MEGA SHARES

6.1 Right to Delivery

Subject to the provisions of this Article 6, Former Rolling Rock Shareholders shall be entitled to receive delivery of the Mega Shares to which they are entitled pursuant to subsection 3.1(b) hereof, subject to section 3.3 hereof.

6.2 Certificates Representing Rolling Rock Shares

Former Rolling Rock Shareholders whose Rolling Rock Shares are evidenced by an outstanding certificate shall not be entitled to receive delivery of the Mega Shares to which they are entitled pursuant to section 6.1 hereof until such certificate has been surrendered for cancellation as contemplated by section 6.3 hereof. After the Effective Time and until surrendered for cancellation as contemplated by subsection 6.3 hereof, each certificate which immediately prior to the Effective Time represented one or more Rolling Rock Shares shall be deemed at all times to represent only the right to receive in exchange therefor a certificate representing the Mega Shares which the holder of such certificate is entitled to receive in accordance with section 6.1 hereof.

6.3 Delivery to Depositary

Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented one or more outstanding Rolling Rock Shares which were exchanged for Mega Shares in accordance with subsection 3.1(b) hereof, together with a completed letter of transmittal and, if required by the Depositary, such other documents and instruments as would have been required to effect the transfer of the Rolling Rock Shares formerly represented by such certificate under the BCBCA and the articles of Rolling Rock and such additional documents and instruments as the Depositary may reasonably require, the holder of such surrendered certificate shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder, a certificate representing the Mega Shares which such holder is entitled to receive in accordance with section 6.1 hereof; provided, however, that the Depository shall not deliver such certificate until the Effective Time has occurred.

6.4 Lost Certificates

In the event that any certificate which immediately prior to the Effective Time represented one or more outstanding Rolling Rock Shares which were exchanged for Mega Shares in accordance with subsection 3.1(b) hereof shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depositary shall deliver in exchange for such lost, stolen or destroyed certificate, a certificate representing the Mega Shares which such holder is entitled to receive in accordance with section 6.1 hereof. When authorizing such delivery of a certificate representing the Mega Shares which such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, the holder to whom a certificate representing such Mega Shares is to be delivered shall, as a condition precedent to the delivery of such Mega Shares, give a bond satisfactory to Mega and the Depositary in such amount as Mega and the Depositary may direct, or otherwise indemnify Mega, Mergeco and the Depositary in a manner satisfactory to Mega and the Depositary, against any claim that may be made against Mega, Mergeco or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be required by the articles of Mergeco.

6.5 Distributions with Respect to Unsurrendered Certificates

No dividend or other distribution declared or made after the Effective Time with respect to the Mega Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered certificate which, immediately prior to the Effective Time, represented outstanding Rolling Rock Shares unless and until the holder of such certificate shall have complied with the provisions of section 6.3 or 6.4 hereof. Subject to applicable law and to section 6.6 hereof, at the time of such compliance, there shall, in addition to the delivery of a certificate representing the Mega Shares to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such Mega Shares.

6.6 Withholding Rights

Mega, Mergeco and the Depositary shall be entitled to deduct and withhold from all dividends or other distributions otherwise payable to any Former Rolling Rock Shareholder such amounts as Mega, Mergeco or the Depositary is required or permitted to deduct and withhold with respect to such payment under the *Income Tax Act* (Canada), the United States Internal Revenue Code of 1986 or any provision of any applicable federal, provincial, state, local or foreign tax law, in each case, as amended. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Former Rolling Rock Shareholder in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

6.7 Limitation and Proscription

To the extent that a Former Rolling Rock Shareholder shall not have complied with the provisions of section 6.3 hereof on or before the date which is six years after the Effective Date (the "final proscription date"), then the Mega Shares which such Former Rolling Rock Shareholder was entitled to receive shall be automatically cancelled without any repayment of capital in respect thereof and the certificates representing such Mega Shares shall be delivered to Mega by the Depositary for cancellation and shall be cancelled by Mega, and the interest of the Former Rolling Rock Shareholder in such Mega Shares shall be terminated as of such final proscription date.

6.8 Non-Certificated Rolling Rock Shares

In the case of Rolling Rock Shares that are not evidenced by a certificate, the Depositary shall deliver the Mega Shares to which the Former Rolling Rock Shareholders holding such Rolling Rock Shares are entitled pursuant to section 6.1 hereof upon the written direction of Mega to the Depositary.

6.9 Treatment of Restricted Securities under the U.S. Securities Act

The Mega Shares and Mega Replacement Options issued to Former Rolling Rock Shareholders and holders of Rolling Rock Options, respectively, in connection with the Amalgamation will be "restricted securities" within the meaning of Rule 144(a)(3) of the 1933 Act to the same extent and proportion that the Rolling Rock Shares or Rolling Rock Options, as applicable, exchanged therefor were restricted securities as of the Effective Time and will bear a restrictive legend to such effect.

ARTICLE 7
AMENDMENT AND TERMINATION

7.1 Amendment

This Amalgamation Agreement may be amended at any time and from time to time prior to the Effective Date by mutual written agreement of the parties hereto.

7.2 Termination

Subject to the provisions of the Business Combination Agreement, this Amalgamation Agreement may be terminated by the board of directors of each of the Amalgamating Companies, notwithstanding the adoption of this Amalgamation Agreement by the shareholders of the Amalgamating Companies, at any time prior to the issuance of the Certificate of Amalgamation and shall be conclusively deemed to have been so terminated upon the termination of the Business Combination Agreement in accordance with the provisions thereof, without any recourse by any party hereto or any of their shareholders or other persons, except as provided in the Business Combination Agreement.

ARTICLE 8
GENERAL

8.1 Governing Law

This Amalgamation Agreement shall be governed by, and be construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein. Each party hereto hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of British Columbia in respect of all matters arising under or in relation to this Amalgamation Agreement.

8.2 Execution in Counterparts

This Amalgamation Agreement may be executed in counterparts, each of which when delivered (whether in originally executed form or by facsimile or other electronic transmission) shall be deemed to be an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF the Parties have executed this Amalgamation Agreement as of the date first above written.

MEGA PRECIOUS METALS INC.

Per: ______________________________

James A. Rogers
President and Chief Executive Officer

0893573 B.C. LTD.

Per: ______________________________

James A. Rogers
President and Chief Executive Officer

ROLLING ROCK RESOURCES CORPORATION

Per: ______________________________

Scott Angus
President and Chief Executive Officer

SCHEDULE A

ARTICLES OF MERGECO

[To be appended.]

<u>SCHEDULE B</u>

AMALGAMATION APPLICATION

[To be appended.]

SCHEDULE B

ROLLING ROCK PROPERTIES

Monument Bay Property

Mineral Claims

NAME	NUMBER	HOLDER	STAKED	RECORDED	EXPIRES	HECTARES	GROUPING
MONU 5	MB2842	ROLLING ROCK RESOURCES CORPORATION	200/07/25 14:55	21/08/2000	20/10/2020	240	G11063
MONU 6	MB2844	ROLLING ROCK RESOURCES CORPORATION	2000/07/24 19:40	21/08/2000	20/10/2020	220	G11063
MAK 1	W49792	ROLLING ROCK RESOURCES CORPORATION	1989/11/29 13:30	20/12/1989	18/20/2020	180	G11061
MAK 2	W49791	ROLLING ROCK RESOURCES CORPORATION	1989/11/30 14:30	20/12/1989	18/02/2020	195	G11061
MAK 3	W49790	ROLLING ROCK RESOURCES CORPORATION	1989/11/30 13:30	20/12/1989	18/02/2020	180	G11061
MAK 4	W19789	ROLLING ROCK RESOURCES CORPORATION	1989/12/01 14:30	20/12/1989	18/02/2020	192	G11061
MAK 5	W49788	ROLLING ROCK RESOURCES CORPORATION	1989/12/01 15:00	20/12/1989	18/02/2020	208	G11061
MAK 6	W49787	ROLLING ROCK RESOURCES CORPORATION	1989/12/02 14:00	20/12/1989	18/02/2020	192	G11061
MAK 7	W49786	ROLLING ROCK RESOURCES CORPORATION	1989/12/04 13:30	20/12/1989	18/02/2020	192	G11061
MAK 8	W49785	ROLLING ROCK RESOURCES CORPORATION	1989/12/03 13:30	20/12/1989	18/02/2020	208	G11061
TWIN 1	W43929	ROLLING ROCK RESOURCES CORPORATION	1987/12/05 16:45	31/12/1987	29/02/2020	256	G11061
TWIN 2	W43930	ROLLING ROCK RESOURCES CORPORATION	1987/12/05 14:30	31/12/1987	29/02/2020	128	G11061
TWIN 3	W43931	ROLLING ROCK RESOURCES CORPORATION	1987/12/04 14:30	31/12/1987	29/02/2020	256	G11318
TWIN 4	W43932	ROLLING ROCK RESOURCES CORPORATION	1987/12/04 16:30	31/12/1987	29/02/2020	128	G11318
TWIN 5	W43933	ROLLING ROCK RESOURCES CORPORATION	1987/12/03 14:40	31/12/1987	29/02/2020	256	G11061
TWIN 6	W43934	ROLLING ROCK RESOURCES CORPORATION	1987/12/03 14:30	31/12/1987	29/02/2020	128	G11318
TWIN 7	W43935	ROLLING ROCK RESOURCES CORPORATION	1987/12/03 13:30	31/12/1987	29/02/2020	256	G11063
TWIN 8	W43936	ROLLING ROCK RESOURCES CORPORATION	1987/12/03 14:30	31/12/1987	29/02/2020	128	G11318
TWIN 9	W43937	ROLLING ROCK RESOURCES CORPORATION	1987/12/04 16:30	31/12/1987	29/02/2020	256	G11318
TWIN 10	W48712	ROLLING ROCK RESOURCES CORPORATION	1987/12/03 14:30	31/12/1987	29/02/2020	128	G11318
TWIN 11	W48713	ROLLING ROCK RESOURCES CORPORATION	1987/12/04 16:30	31/12/1987	29/02/2020	256	G11063
TWIN 16	W43979	ROLLING ROCK RESOURCES CORPORATION	1987/12/18 16:00	08/01/1988	08/03/2020	256	G11063
TWIN 17	W48186	ROLLING ROCK RESOURCES CORPORATION	1988/01/16 15:00	12/02/1988	12/04/2020	248	G11063
TWIN 18	W52317	ROLLING ROCK RESOURCES CORPORATION	1989/03/10 15:00	28/03/1989	27/05/2020	168	G11063
TWIN 19	W52318	ROLLING ROCK RESOURCES CORPORATION	1989/03/09 17:20	28/03/1989	27/05/2020	225	G11063
TWIN 22	W52322	ROLLING ROCK RESOURCES CORPORATION	1989/03/10 16:30	28/03/1989	27/05/2020	203	G11063
TWIN 23	W52323	ROLLING ROCK RESOURCES CORPORATION	1989/03/10 16:00	28/03/1989	27/05/2020	185	G11063
TWIN 24	W49795	ROLLING ROCK RESOURCES CORPORATION	1989/11/28 13:00	20/12/1989	18/02/2020	160	G11061
TWIN 25	W49796	ROLLING ROCK RESOURCES CORPORATION	1989/11/27 11:30	20/12/1989	18/02/2020	160	G11063
TWIN 26	W49797	ROLLING ROCK RESOURCES CORPORATION	1989/11/27 13:30	20/12/1989	18/02/2020	160	G11063
TWIN 27	W49794	ROLLING ROCK RESOURCES CORPORATION	1989/11/28 13:30	20/12/1989	18/02/2020	192	G11061
TWIN 28	W49793	ROLLING ROCK RESOURCES CORPORATION	1989/11/29 13:30	20/12/1989	18/02/2020	192	G11061
TWIN 34	W52309	ROLLING ROCK RESOURCES CORPORATION	1990/01/19 16:00	31/09/1990	31/03/2020	200	G11063
TWIN 35	W52319	ROLLING ROCK RESOURCES CORPORATION	1990/01/20 12:00	31/09/1990	31/03/2020	120	G11063

NAME	NUMBER	HOLDER	STAKED	RECORDED	EXPIRES	HECTARES	GROUPING
TWIN 36	W52324	ROLLING ROCK RESOURCES CORPORATION	1990/01/20 11:00	31/09/1990	31/03/2020	40	G11063

Mineral Exploration License 328A

	AREA	HOLDER	ZONE	NUMBER	RECORDING	ANNIV_DAT	STATUS
	18936	Rolling Rock Resources Corp.	A	328A	28/05/2009	28/05/2012	Issued

Note: MEL 328A was issued, but is on hold due to Aboriginal Consultation by the Province of Manitoba with Red Sucker Lake First Nation.

Domain Property

Mineral Claims

NAME	NUMBER	HOLDER	STAKE	RECORDED	EXPIRES	HECTARES	GROUPING
DOMAIN 1	MB9289	ROLLING ROCK RESOURCES CORPORATION	2009/03/01 14:00	19/03/2009	18/05/2016	144	
DOMAIN 2	MB9290	ROLLING ROCK RESOURCES CORPORATION	2009/02/27 15:00	19/03/2009	18/05/2016	192	
DOMAIN 3	MB9291	ROLLING ROCK RESOURCES CORPORATION	2009/02/28 16:00	19/03/2009	18/05/2016	240	

Mineral Exploration License 391A

	AREA	HOLDER	ZONE	NUMBER	RECORDING	ANNIV_DAT	STATUS
	14784	Rolling Rock Resources Corp.	A	391A	27/04/2009	27/04/2012	Pending

Note: MEL 391A is pending the Aboriginal Consultation by the Province of Manitoba with Bunibonibee First Nation (Oxford House).

SCHEDULE C

ROLLING ROCK CONTRACTS

Monument Bay Contracts

(a) Release Agreement between MMG Resources Inc. and Rolling Rock dated August 31, 2009.

(b) Letter to Rolling Rock from Franco-Nevada Corporation regarding transfer of interest in the Monument Bay Royalty dated June 19, 2008.

(c) Assignment and Assumption Agreement between Newmont Canada Limited and Franco-Nevada Corporation dated December 20, 2007.

(e) Property Purchase Agreement between Wolfden Resources Inc. and Rolling Rock dated July 5, 2006.

(f) Property Purchase Agreement between Bema Gold Corporation and Rolling Rock dated July 5, 2006.

(g) Royalty Agreement between Bema Gold Corporation and Rolling Rock dated July 5, 2006.

(h) Letter Agreement between Rolling Rock and Newmont Canada Limited regarding Monument Bay Agreement dated July 5, 2006.

(i) Monument Bay Amending Agreement between Wolfden Resources Inc. and Newmont Canada Limited dated January 9, 2002.

(j) Monument Bay Agreement between Wolfden Resources Inc. and Battle Mountain Canada Ltd. dated January 25, 1999.

Domain Contracts

(a) Joint Venture Agreement between New Dimension Resources Ltd. (formerly NDT Ventures Ltd.) and Rolling Rock dated August 1, 2008.

(b) Option Agreement between NDT Ventures Ltd. and Rolling Rock dated November 9, 2005.

SCHEDULE D

DIRECTORS AND OFFICERS OF ROLLING ROCK

The following are the directors and officers of Rolling Rock:

Name	Position
Scott Angus	Director, President and Chief Executive Officer
Dwane Brosseau	Director
Ian MacLean	Director
Kevin Bullock	Director
Doris Meyer	Chief Financial Officer and Corporate Secretary
Len Goldsmith	Controller

SCHEDULE E

ROLLING ROCK OPTIONS AND CONVERTIBLE SECURITIES

Rolling Rock Options

Each of the Rolling Rock Options listed below entitles its holder to purchase one Rolling Rock Share at the specified exercise price per share until the specified expiry date.

Options Outstanding	Exercise Price	Expiry Date
315,000	$0.26	January 6, 2011
775,000	$0.75	August 21, 2011
250,000	$0.35	March 1, 2012
400,000	$0.35	July 24, 2012
525,000	$0.16	July 21, 2013
1,000,000	$0.12	August 30, 2015

Rolling Rock Warrants

Each of the Rolling Rock Warrants listed below entitles its holder to purchase one Rolling Rock Share at the specified exercise price per share until the specified expiry date.

Warrants Outstanding	Exercise Price	Expiry Date
6,000,000	$0.30	February 25, 2012

Rolling Rock Finder's Options

Each of the Rolling Rock Finder's Options listed below entitles its holder to purchase one unit of Rolling Rock at the specified exercise price per unit until the specified expiry date. Each unit will be comprised of one Rolling Rock Share and one share purchase warrant to purchase an additional Rolling Rock Share at an exercise price of $0.30 until February 25, 2012.

Finder's Options Outstanding	Exercise Price	Expiry Date
600,000	$0.20	February 25, 2012

SCHEDULE F

ROLLING ROCK EMPLOYMENT AGREEMENTS

1. Management services agreement between Rolling Rock and Scott Angus dated August 1, 2007, as amended August 1, 2009 (the "Angus Agreement"). Pursuant to the Angus Agreement, in the event of a Change in Control (as defined in the Angus Agreement), if Mr. Angus is terminated within one year, or resigns within 90 days, after a Change in Control, Rolling Rock must pay Mr. Angus a lump sum payment equal to two-times his then current annual service fee.

2. Consulting agreement among Rolling Rock, Doris Meyer and Golden Oak Corporate Services Ltd. ("Golden Oak") dated January 1, 2008 (the "Golden Oak Agreement"). Pursuant to the Golden Oak Agreement, in the event of a Change in Control (as defined in the Golden Oak Agreement), if Golden Oak is terminated within one year, or resigns within 90 days, after a Change in Control, Rolling Rock must pay Golden Oak a lump sum payment equal to one-half of Golden Oak's then current annual Service Fee (as defined in the Golden Oak Agreement).