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**PURCHASE AND SALE AGREEMENT**

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AMONG  
**RIMFIRE MINERALS CORPORATION**  
AND  
**KISKA METALS CORPORATION**  
AND  
**BRIXTON METALS CORPORATION**

January 31, 2013

**TABLE OF CONTENTS**

1. DEFINITIONS.....2  
2. PURCHASE AND SALE.....4  
3. TAXES .....5  
4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF RIMFIRE AND KISKA.....5  
5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PURCHASER.....8  
6. MUTUAL CONDITIONS PRECEDENT .....9  
7. CONDITIONS PRECEDENT TO PURCHASER’S OBLIGATIONS .....10  
8. CONDITIONS PRECEDENT TO RIMFIRE’S AND KISKA’S OBLIGATIONS.....11  
9. COVENANTS OF RIMFIRE .....11  
10. COVENANTS OF THE PURCHASER.....12  
11. CLOSING .....12  
12. TRANSFER OF MINERAL CLAIMS .....13  
13. RESALE RESTRICTIONS .....13  
14. TERMINATION OF OPTION AGREEMENT.....14  
15. TERMINATION.....14  
16. NOTICES.....15  
17. GENERAL .....16

SCHEDULE “A” – DESCRIPTION OF PURCHASED PROPERTY  
SCHEDULE “B” – UNDERLYING ROYALTIES

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is dated effective as of January 31, 2013.

### AMONG:

**RIMFIRE MINERALS CORPORATION**, a corporation incorporated pursuant to the laws of British Columbia and having an office at 510 Burrard Street, Suite 575, Vancouver, BC, V6C 3A8

(the "Rimfire")

### AND:

**KISKA METALS CORPORATION**, a corporation incorporated pursuant to the laws of British Columbia and having an office at 510 Burrard Street, Suite 575, Vancouver, BC, V6C 3A8

("Kiska")

### AND:

**BRIXTON METALS CORPORATION**, a corporation incorporated pursuant to the laws of British Columbia and having an office at Suite 1411, 409 Granville Street, Vancouver, BC, V6C 1T2

(the "Purchaser")

### WHEREAS:

- A. Rimfire is the registered, legal and beneficial holder of title and interest in certain mining claims comprising the Thorn property, as more particularly described in Schedule "A" attached hereto (the "**Purchased Property**");
- B. Rimfire is a company incorporated pursuant to the laws of British Columbia and is a wholly-owned subsidiary of Kiska, a company incorporated pursuant to the laws of British Columbia and which has a class of shares listed on the TSXV (as defined herein);
- C. The Purchaser and Rimfire entered into an Option Agreement dated June 3, 2010, as amended (the "**Option Agreement**") respecting the Purchased Property;
- D. Under the Option Agreement, Rimfire granted to the Purchaser an option to earn up to a 65% interest in the Purchased Property;
- E. By entering into this Agreement the parties wish to terminate the Option Agreement at Closing (as defined herein);
- F. Rimfire has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from Rimfire the Purchased Property, by making payments to Kiska and completing share issuances to Kiska, all as herein provided; and
- G. For income tax purposes, the parties elect that, pursuant to subsection 85(1) of the *Income Tax Act* (Canada) (the "**Tax Act**"), the Purchased Property will be transferred to the Purchaser at an

amount equal to the elected amount to be determined by Rimfire in accordance with the prescribed limits set out in the Tax Act.

**IN CONSIDERATION OF** the mutual premises and covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1 In this Agreement and in the Schedules and the recitals hereto, unless the context otherwise requires, the following expressions will have the following meanings:

- (a) **"Agreement"** means this Agreement together with Schedules "A" and "B";
- (b) **"Cangold Agreement"** means the Thorn Property Purchase Agreement dated April 11, 2008 between Rimfire and Cangold Limited;
- (c) **"Cangold Obligations"** means the obligations of Rimfire to make certain cash and share payments to Cangold Limited upon the Commencement of Commercial Production, pursuant to Section 4.4 of the Cangold Agreement;
- (d) **"Closing"** has the meaning ascribed to such term in Section 11.1;
- (e) **"Closing Date"** has the meaning ascribed to such term in Section 11.1;
- (f) **"Commencement of Commercial Production"** has the meaning given to it in the Cangold Agreement;
- (g) **"Consideration Shares"** means the 7,000,000 common shares of the Purchaser to be registered in the name of Kiska in partial satisfaction of the Purchase Price, which shares shall be subject to a four month and one day hold period in accordance with applicable securities laws;
- (h) **"Encumbrances"** means all interests, mortgages, charges, royalties, security interests, liens, encumbrances, actions, claims, demands and equities of any nature whatsoever or however arising and any rights or privileges capable of becoming any of the foregoing;
- (i) **"Environmental Laws"** means all applicable Canadian federal, provincial, territorial and municipal and local laws, statutes, ordinances, by-laws, regulations, orders, directives and decisions, rendered by any ministry, department or administrative or regulatory agency relating to the protection of the environment, or pollutants, contaminants, chemicals, or industrial, toxic or hazardous wastes or substances;
- (j) **"Environmental Permits"** means all permits, licenses, written authorizations, certificates, approvals, program participation requirements, sign-offs or registrations required by or available with or from any Governmental Entity under any Environmental Laws;
- (k) **"Governmental Entities"** means any applicable: (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign; (b) subdivision, agent, commission, board or authority of any of the foregoing; (c) quasi-governmental or private body, including

any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (d) stock exchange, including the TSXV;

- (l) **"Hazardous Substances"** means any pollutant, contaminant, waste or chemical or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous or deleterious substance, or material, including petroleum, polychlorinated biphenyls, asbestos and urea-formaldehyde insulation, and any other material or contaminant regulated or defined under any Environmental Law;
- (m) **"Material Adverse Change"** means a change with respect to a Person that would have a Material Adverse Effect;
- (n) **"Material Adverse Effect"** means, (A) in respect of any Person, any change, effect, event, circumstance, fact or occurrence that individually or in the aggregate with other such changes, effects, events, circumstances, facts or occurrences, is or would reasonably be expected to be, material and adverse to the business, condition (financial or otherwise), properties, prospects, assets (tangible or intangible), liabilities (including any contingent liabilities), operations or results of operations of that Person and its subsidiaries, taken as a whole, and (B) in respect of the Purchased Property, any change, effect, circumstance, fact or occurrence that individually or in the aggregate with other such changes, is or would reasonably be expected to be, material and adverse to the condition or prospectivity of the Purchased Property, in both cases except any change, effect, event, circumstance, fact or occurrence resulting from or relating to: (i) the announcement of the execution of this Agreement or the transactions contemplated hereby; (ii) general political, economic or financial conditions in Canada; (iii) the state of securities or commodity markets in general (provided that it does not have a materially disproportionate effect on that Person or the Purchased Property, as applicable, relative to comparable exploration and/or mining companies); (iv) changes affecting the mining industry generally (provided that such changes do not have a materially disproportionate effect on that Person or the Purchased Property, as applicable, relative to comparable mining and/or exploration companies); (v) any natural disaster or the commencement or continuation of any war, armed hostilities or acts of terrorism (provided that it does not have a materially disproportionate effect on that Person or the Purchased Property, as applicable, relative to comparable exploration and/or mining companies or mineral projects); or (vi) any decrease in the trading price or any decline in the trading volume of the Purchaser's common shares (it being understood that the causes underlying such change in trading price or trading volume (other than those in items (i) to (v) above) may be taken into account in determining whether a Material Adverse Effect has occurred);
- (o) **"Party"** means any of the Purchaser, Rimfire or Kiska and their successors and permitted assigns and **"Parties"** means together, the Purchaser, Rimfire and Kiska and, or, their successors and permitted assigns;
- (p) **"Person"** includes an individual, partnership, association, unincorporated organization, trust and corporation and a natural person acting in such person's individual capacity or in such person's capacity as trustee, executor, administrator, agent or other legal representative;
- (q) **"Purchase Price"** has the meaning ascribed to such term in Section 2.3;

- (r) **"Purchased Property"** has the meaning ascribed to such term in the recitals;
- (s) **"Release"** means any release, spill, emission, leaking, pumping, pouring, emitting, emptying, escape, injection, deposit, disposal, discharge, dispersal, dumping, leaching or migration of Hazardous Substance in the indoor or outdoor environment, including the movement of Hazardous Substance through or in the air, soil, surface water, groundwater or property;
- (t) **"Tax Act"** has the meaning ascribed to such term in the recitals;
- (u) **"Time of Closing"** has the meaning ascribed to such term in Section 11.1;
- (v) **"Trading Restrictions"** has the meaning ascribed to such term in Section 13.2;
- (w) **"Transaction"** means the sale by Rimfire and the purchase by the Purchaser of the Purchased Property, as contemplated herein;
- (x) **"Transfer"** has the meaning ascribed to such term in Section 2.1;
- (y) **"TSXV"** means the TSX Venture Exchange; and
- (z) **"Underlying Royalties"** means the royalty in the amount of 3.5% of net smelter returns in favour of Kohima Pacific Gold Corporation with respect to the Stuart mineral claims that comprise part of the Purchased Property (as indicated on Schedule "B"), the royalty in the amount of 1.5% of net smelter returns in favour of R. Terry Heard and Jean Marc Thomas with respect to the Check Mate mineral claims that comprise part of the Purchased Property (as indicated on Schedule "B"), and the royalty in the amount of 2% of net smelter returns in favour of Barrick Gold Inc. and subsequently assigned to Royal Gold, Inc. with respect to the Kizmet mineral claims that comprise part of the Purchased Property (as indicated on Schedule "B").

## 2. PURCHASE AND SALE

- 2.1 Rimfire hereby absolutely and irrevocably sells, conveys, grants, transfers, assigns and sets over (collectively, a **"Transfer"**) unto the Purchaser, to have and to hold, a 100% interest in the Purchased Property and all such right, title, interest, property, claim and demand unto and to the use of the Purchaser, its successors and assigns with full power and authority to exercise and enforce any right of Rimfire in respect of such Purchased Property, with such Transfer to have effect as of the Closing Date.
- 2.2 The Purchaser hereby acquires from Rimfire, the Purchased Property free of all Encumbrances, subject to the Underlying Royalties and the Cangold Obligations, and assumes all right, title, interest, obligations, responsibilities and requirements in respect of the Purchased Property, including any payments necessary to maintain the Purchased Property.
- 2.3 The consideration payable by the Purchaser to Rimfire at Closing for the Purchased Property shall be:
  - (a) a cash payment of \$1,500,000 of which \$50,000 has already been paid to Rimfire, the receipt of which is hereby acknowledged, and the balance of \$1,450,000 will be payable by certified cheque; and

- (b) the issuance of 7,000,000 fully paid and non-assessable common shares without par value in the capital of the Purchaser in the name of Kiska (the "**Consideration Shares**") based on a deemed value of \$0.105 per Consideration Share;

(together, the "**Purchase Price**").

- 2.4 Rimfire acknowledges and agrees with the Purchaser that the Consideration Shares may be subject to resale restrictions for a period of four months and one day under applicable securities laws.
- 2.5 In the event of the subdivision, consolidation, change, exercise, classification or reclassification of the common shares of the Purchaser prior to the Closing Date, the number of Consideration Shares to be issued hereunder shall be adjusted into a greater or lesser number of common shares or other securities of the Purchaser to give effect to such change.
- 2.6 The parties hereby acknowledge and agree that the sale and purchase of the Purchased Property contemplated by this Agreement is to be carried out in accordance with subsection 85(1) of the Tax Act. Rimfire and the Purchaser hereby agree that they will jointly elect pursuant to subsection 85(1) of the Tax Act in prescribed form and within the time referred to in subsection 85(6) of the Tax Act, so that for income tax purposes, the agreed election amount for the Purchased Property shall be equal to the amount determined by Rimfire within the limits prescribed in the Tax Act.

### 3. TAXES

- 3.1 The Purchaser does not assume and shall not be liable for any taxes under the Tax Act which may be or become payable by Rimfire including, without limiting the generality of the foregoing, any taxes resulting from or arising as a consequence of the sale by Rimfire to the Purchaser of the Purchased Property herein contemplated, and Rimfire shall indemnify and save harmless the Purchaser from and against all such taxes.

### 4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF RIMFIRE AND KISKA

- 4.1 Rimfire and Kiska represent and warrant to and covenant with the Purchaser, that as of the date hereof and as at the Closing Date and acknowledges and confirms that the Purchaser is relying upon such representations and warranties in connection with the purchase by the Purchaser of the Purchased Property from Rimfire and Kiska, as follows:

- (a) Capacity.

- (i) They are valid and subsisting corporations duly incorporated under the laws of their jurisdiction of incorporation and have full corporate power and authority to execute and deliver this Agreement and to observe and perform its covenants and obligations hereunder and have taken all necessary corporate proceedings and obtained all necessary approvals in respect thereof and, upon execution and delivery of this Agreement by them, this Agreement will constitute a legal, valid and binding obligation of Rimfire and Kiska enforceable against each of them in accordance with its terms except that:

- (1) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally;

- (2) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court;
  - (3) a court may stay proceedings before them by virtue of equitable or statutory powers; and
  - (4) rights of indemnity and contribution hereunder may be limited under applicable law;
- (ii) neither the execution of this Agreement nor the consummation of the transactions contemplated hereby conflict with, result in a breach of, or accelerate the performance required by any agreement to which they are a party;
  - (iii) neither the execution of this Agreement nor the consummation of the transactions contemplated hereby, result in a breach of the laws of any applicable jurisdiction or Rimfire's and Kiska's constating documents; and
  - (iv) no consent or approval is required to permit the execution and delivery of this Agreement by Rimfire or Kiska or the performance of their obligations hereunder.
- (b) Purchased Property.
- (i) Rimfire is the sole registered and beneficial owner of the Purchased Property and no other person, other than: (i) the Purchaser in accordance with this Agreement and the Option Agreement, and (ii) the persons granted rights under the Cangold Obligations and the Underlying Royalties, has any right or interest to acquire any interest in the Purchased Property;
  - (ii) the mineral claims comprising the Purchased Property, as set out in Schedule "A" hereto, are valid and have been properly located and recorded and are in compliance with applicable laws;
  - (iii) other than as set out in Schedule "B" hereto, to the knowledge of Rimfire and Kiska, neither the Purchased Property nor any minerals or product derived from the Purchased Property is subject to or bound by any royalty, royalty interest or similar payment or interest, whether registered or unregistered;
  - (iv) there has been no act or omission by Rimfire or Kiska, or to its knowledge by anyone else (other than the Purchaser), that could result by notice or lapse of time, or both, in the breach, termination, abandonment, forfeiture, relinquishment or other premature termination of its rights in or to the Purchased Property;
  - (v) the Purchased Property is currently in good standing with the applicable Governmental Entities;
  - (vi) any and all filings to Governmental Entities required to be filed by Kiska or Rimfire the date hereof in respect of the Purchased Property have been filed;

- (vii) neither Kiska nor Rimfire has not received any notice, whether written or oral, from any Governmental Entity or any Person with jurisdiction or applicable authority of any revocation or intention to revoke Rimfire's interest in the Purchased Property;
  - (viii) all work and activities carried out on the Purchased Property by Rimfire, Kiska or any other Person appointed by Rimfire or Kiska prior to June 3, 2010, which for greater certainty does not include the Purchaser or its representatives, have been carried out in all respects in compliance with all applicable laws including Environmental Laws, and neither Rimfire, nor, to the knowledge of Rimfire, any other Person, has received any notice of any breach of any such applicable laws;
  - (ix) there is no material information that Rimfire or Kiska has not disclosed to the Purchaser relating to the Purchased Property;
  - (x) Rimfire's and Kiska's right, title and interest in and to the Purchased Property is free of all Encumbrances, subject to the Underlying Royalties and the Cangold Obligations, and is not subject to any adverse claims with respect to title and Rimfire has not received any notice of such actual or potential claims;
  - (xi) there are no actions, suits or proceedings pending or to its knowledge, threatened, against or adversely affecting or which could adversely affect the Purchased Property before any Governmental Entity whether or not insured, and which might involve the possibility of any judgment or liability against the Purchased Property;
  - (xii) no person is entitled to any royalties or other interests or any revenues of the Purchaser derived from production from the Purchased Property, other than the Underlying Royalties and the Cangold Obligations; and
  - (xiii) Rimfire has made full disclosure to the Purchaser of all information that it possesses which relates to the Purchased Property.
- (c) Environmental Matters.
- (i) Rimfire and Kiska have carried on all activities and operations in connection with the Purchased Property in compliance with all applicable Environmental Laws and all terms and conditions of all Environmental Permits; and
  - (ii) Rimfire and Kiska have not received any order, request or notice from any Person alleging a material violation of any Environmental Law in connection with Rimfire's activities in respect of the Purchased Property and it has no knowledge of any facts which would lead a well-informed operator in the mining industry to believe there are any environmental liabilities associated with the Purchased Property and there are no environmental audits, evaluations, assessments or studies relating to the Purchased Property.
- (d) Kiska is an "accredited investor" within the meaning of National Instrument 45-106 - *Prospectus and Registration Exemptions*; and

- (e) the Purchased Property is not the whole or substantially the whole of the undertaking of Rimfire.

4.2 The representations and warranties of Rimfire contained in this Agreement shall survive the execution and delivery of this Agreement from the Time of Closing. Any investigation by the Purchaser and its representatives shall not mitigate, diminish or affect the representations and warranties of Rimfire pursuant to this Agreement.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PURCHASER

5.1 The Purchaser represents and warrants to Rimfire and Kiska as follows, as at the date hereof and as at the Closing Date and acknowledges that Rimfire and Kiska are relying upon such representations and warranties in connection with the sale by Rimfire of the Purchased Property:

(a) Capacity.

- (i) The Purchaser is a valid and subsisting corporation duly incorporated under the laws of its jurisdiction of incorporation and has full corporate power and authority to execute and deliver this Agreement and to observe and perform its covenants and obligations hereunder and has taken all necessary corporate proceedings and obtained all necessary approvals in respect thereof and, upon execution and delivery of this Agreement by it, this Agreement will constitute a legal, valid and binding obligation of the Purchaser enforceable against it in accordance with its terms except that:

- (1) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally;
- (2) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court;
- (3) a court may stay proceedings before them by virtue of equitable or statutory powers; and
- (4) rights of indemnity and contribution hereunder may be limited under applicable law;

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

- (iii) neither the execution of this Agreement nor the consummation of the transactions contemplated hereby, result in a breach of the laws of any applicable jurisdiction or the Purchaser's constating documents; and

- (iv) no consent or approval is required to permit the execution and delivery of this Agreement by the Purchaser or the performance of its obligations hereunder.

(b) Securities Law Compliance.

- (i) the Purchaser is in good standing in accordance with all applicable securities and regulatory authorities to which it is subject;
- (ii) the Purchaser is a reporting issuer under the securities laws of the provinces of British Columbia, Alberta, Saskatchewan, Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland;
- (iii) the common shares of the Purchaser are listed and posted for trading on the TSXV; and
- (iv) on their issuance, the Consideration Shares shall be issued as fully paid and non-assessable common shares of the Purchaser.

5.2 The representations and warranties of the Purchaser contained in this Agreement shall survive the execution and delivery of this Agreement from the Time of Closing. Any investigation by Rimfire or Kiska and their representatives shall not mitigate, diminish or affect the representations and warranties of the Purchaser pursuant to this Agreement.

## 6. MUTUAL CONDITIONS PRECEDENT

6.1 The respective obligations of the Parties to complete the Transaction are subject to the fulfillment prior to or at the Closing of each of the following conditions:

- (a) the absence of: (A) any judgment, injunction, order or decree which restrains or enjoins or otherwise prohibits the Transaction; or (B) a material adverse change in the business, affairs or results of operations of any Party which the other Party determines, acting reasonably, could or will have a Material Adverse Effect on the Purchaser, Rimfire, Kiska or the Purchased Property;
- (b) on or before the Closing Date, there shall have been obtained all regulatory approvals and all third party consents as may be required to complete the Transaction, if any, in the form and terms satisfactory to the Purchaser, Rimfire and Kiska, acting reasonably, unless otherwise provided for between the Parties, or if a failure to obtain such approvals or consents would not have a Material Adverse Effect on the Purchaser, Rimfire or Kiska or materially impede the completion of the Transaction;
- (c) the Closing Date shall occur by no later than February 28, 2013 or such other date as may be mutually agreed to by the Parties; and
- (d) the Parties shall have delivered such other documents and assurances as are reasonably required to give effect to the Transaction and to obtain regulatory approval.

The conditions precedent in this Article 6 are for the mutual benefit of the Parties and may be waived, in whole or in part, at any time if waived by all of the Parties, such waiver being without prejudice to any other right that any Party may have. In case any of the foregoing conditions cannot be fulfilled on or before the Closing Date to the satisfaction of the Parties, any of the Parties may rescind this Agreement by notice to the other Party and in such event each of the Parties shall be released from all obligations hereunder.

7. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS

7.1 All obligations of the Purchaser to purchase the Purchased Property under this Agreement are subject to the fulfillment prior to or at the Closing of each of the following conditions:

- (a) the TSXV shall have approved the Transaction and shall have conditionally approved the listing of the Consideration Shares, subject only to compliance with the usual requirements of the TSXV;
- (b) the Purchaser shall have completed a financing or other transaction, the result of which is that the Purchaser raises not less than \$1,450,000 in cash;
- (c) there shall not have occurred a material adverse change relating to the Purchased Property which the Purchaser determines, acting reasonably, could or will have a Material Adverse Effect on the Property;
- (d) Kiska shall have delivered to the Purchaser all documents and information pertaining to the Purchased Property including, but not limited to, all legal agreements, contracts and correspondence, all technical reports and other reports on the Purchased Property (whether independently prepared or internal documents prepared by Rimfire or Kiska), all government correspondence, and all correspondence relating to permitting, mineral title, surface rights, technical information, relationships with governmental or regulatory bodies and first nation associations;
- (e) the representations and warranties made by Rimfire and Kiska under this Agreement shall be true in all material respects as of the Time of Closing;
- (f) Rimfire and Kiska shall have complied with all covenants and agreements herein agreed to be performed or caused to be performed by it;
- (g) no action, suit or proceeding shall have been instituted and be continuing by any Person to restrain, modify or prevent the consummation of the Transaction as contemplated by this Agreement, or to seek damages against Rimfire or Kiska in connection with such Transaction, or that has been or is reasonably likely to have a Material Adverse Effect on the ability of any Party hereto to fully consummate the Transaction as contemplated by this Agreement;
- (h) no action shall have been taken by any court or Governmental Entity prohibiting or making illegal the execution and delivery of this Agreement or any transaction contemplated by this Agreement; and
- (i) Rimfire and Kiska shall have tabled all documents required to be tabled at or before Closing, including those documents set forth in Section 11.3.

In case any of the foregoing conditions cannot be fulfilled on or before the Closing Date to the satisfaction of the Purchaser, the Purchaser may rescind this Agreement by notice to Rimfire and Kiska and in such event each of the Parties shall be released from all obligations hereunder; provided, however, that any such conditions may be waived in whole or in part by the Purchaser without prejudice to its rights of rescission in the event of the non-fulfillment of any other condition or conditions, and that the Closing of the Transaction as contemplated by the Agreement shall be deemed to be a waiver of any unfulfilled conditions.

8. CONDITIONS PRECEDENT TO RIMFIRE'S AND KISKA'S OBLIGATIONS

8.1 The obligations of Rimfire and Kiska to complete the transactions contemplated herein including, without limitation, the obligations of Rimfire to sell the Purchased Property under this Agreement, are subject to the fulfillment prior to or at the Closing of each of the following conditions:

- (a) the Purchaser shall have assumed all of the Cangold Obligations;
- (b) the Consideration Shares issuable to Kiska shall have been conditionally approved for listing on the TSXV;
- (c) the representations and warranties made by the Purchaser under this Agreement shall be true in all material respects as of the Time of Closing (any breach of a representation or warranty shall be determined without reference to any materiality qualifier with respect thereto);
- (d) the Purchaser shall have complied with all covenants and agreements herein agreed to be performed or caused to be performed by it;
- (e) there shall not have occurred a material adverse change relating to the Purchaser which Rimfire and Kiska determine, acting reasonably, could or will have a Material Adverse Effect on the Purchaser or the common shares of the Purchaser;
- (f) the Purchaser shall have tabled all documents required to be tabled at or before Closing, including those documents set forth in Section 11.4;
- (g) no action, suit or proceeding shall have been instituted and be continuing by any Person to restrain, modify or prevent the consummation of the Transaction as contemplated by this Agreement, or to seek damages against the Purchaser in connection with such Transaction, or that has been or is reasonably likely to have a Material Adverse Effect on such party to fully consummate the Transaction as contemplated by this Agreement; and
- (h) the Purchaser shall pay and satisfy the Purchase Price in accordance with Section 2.3 of this Agreement and shall deliver to Kiska certificates representing the Consideration Shares to be issued in accordance with Section 2.3 and 2.4 hereto registered in the name of Kiska.

In case any of the foregoing conditions cannot be fulfilled on or before the Closing Date to the satisfaction of either Rimfire or Kiska, Rimfire or Kiska, as applicable, may rescind this Agreement by notice to the Purchaser and in such event each of the Parties shall be released from all obligations hereunder, provided, however, that any such conditions may be waived in whole or in part by Rimfire or Kiska, as applicable, without prejudice to their respective rights of rescission in the event of the non-fulfillment of any other condition or conditions, and that the Closing of the Transaction as contemplated by the Agreement shall be deemed to be a waiver of any unfulfilled conditions.

9. COVENANTS OF RIMFIRE

9.1 Rimfire and Kiska agree that during the period commencing on the date of this Agreement and continuing until Closing or the earlier termination of this Agreement, Rimfire and Kiska will:

- (a) not sell, lease, option or otherwise dispose of any of the Purchased Property;
- (b) ensure that Rimfire does not commit any actions or deeds or fail to commit any acts or deeds that would cause, or be reasonably likely to cause, Rimfire to become in breach of any obligation, covenant, representation or warranty set out in the Option Agreement;
- (c) use its reasonable efforts to comply promptly with all requirements which applicable law may impose on Rimfire with respect to the Transaction;
- (d) promptly advise the Purchaser orally and in writing of any Material Adverse Change in and to the Purchased Property; and
- (e) cooperate in obtaining all necessary and desirable consents and regulatory approvals in connection with the Transaction.

10. COVENANTS OF THE PURCHASER

10.1 The Purchaser agrees that during the period commencing on the date of this Agreement and continuing until Closing or the earlier termination of this Agreement, the Purchaser will:

- (a) promptly advise Rimfire orally and in writing of any Material Adverse Change with respect to the Purchaser;
- (b) not commit any acts or deeds or fail to commit any acts or deeds that would cause, or would be reasonably likely to cause, the Purchaser to become in breach of any obligation, covenant, representation or warranty set out in the Option Agreement;
- (c) cooperate in obtaining all necessary consents and regulatory approvals in connection with the Transaction; and
- (d) maintain its corporate status, comply with all applicable securities requirements (including any applicable filing requirements), and maintain its listing on, and continue to satisfy its obligations under the rules and policies of, the TSXV.

11. CLOSING

11.1 The Transaction shall be closed (the "**Closing**") at the offices of the Purchaser's counsel, Blake, Cassels & Graydon LLP, at 10:00 a.m. local time in Vancouver, British Columbia (the "**Time of Closing**") on February 28, 2013 (the "**Closing Date**") or on such other date or at such other time and place as the Parties may agree.

11.2 Any cheque, document, instrument or thing which is to be delivered by any party hereto at the Closing shall be tabled at a pre-Closing at the place of Closing referred to above by the party which is to deliver such cheque, document, instrument or thing, and any cheque, document, instrument or thing so tabled by a party hereto shall be held in escrow by counsel for such party until the Time of Closing and released from escrow at the Time of Closing provided all cheques, documents, instruments and things which are to be delivered at the Closing are tabled in accordance with this section at the Closing.

11.3 At Closing, Rimfire shall deliver or cause to be delivered to the Purchaser, the following documents:

- (a) upon receipt of all applicable government approvals with respect to the Purchased Property, evidence of transfer of a 100% legal and beneficial interest in the mineral claims comprising the Purchased Property through Mineral Titles Online in a form satisfactory to the Purchaser; and
  - (b) all documents, data, maps, books, records, results and any other materials related to the Purchased Property not already provided to the Purchaser.
- 11.4 At Closing, the Purchaser shall deliver or cause to be delivered to Rimfire the following documents and payments:
- (a) a certified cheque in the amount of \$1,450,000 issued in the name of Kiska; and
  - (b) four share certificates representing 7,000,000 common shares in the capital of the Purchaser and registered in the name of Kiska with the Trading Restrictions set out in Section 13 of this Agreement.

## 12. TRANSFER OF MINERAL CLAIMS

- 12.1 Rimfire and the Purchaser will as soon as practical after the Closing and in any event, prior to the date that is five days following Closing, execute and file all such documents with the appropriate authorities in British Columbia and any other jurisdiction requiring filings to be made and perform such acts and do such things as is necessary to effectively transfer legal title in and to the Purchased Property, and register such legal interest in and to the Purchased Property, with the appropriate authorities in such jurisdictions.
- 12.2 Rimfire hereby declares that as to any of the Purchased Property intended to be transferred, sold, granted, conveyed, assigned and set over to the Purchaser pursuant to this Agreement and title to which may not have passed to the Purchaser by virtue of this Agreement or any transfer or conveyance which from time to time may be executed and delivered pursuant to the covenants of this Agreement Rimfire shall hold the same in trust for the Purchaser to transfer, grant, convey, assign and set over the same as the Purchaser from time to time may direct.

## 13. RESALE RESTRICTIONS

- 13.1 Kiska acknowledges and understands that it will not be able to resell the Consideration Shares until expiry of the applicable hold period under applicable securities laws except in accordance with limited exemptions and compliance with other requirements of applicable securities law, and Kiska is responsible for compliance with applicable resale restrictions or hold periods and will comply with all relevant securities laws in connection with any resale of the Consideration Shares.
- 13.2 Kiska further acknowledges and agrees that the Consideration Shares to be received by it will not be capable of being sold, transferred, assigned or otherwise dealt with (other than in connection with transfers to affiliates) (the "**Trading Restrictions**") until the release from the Trading Restrictions in accordance with the schedule set forth below in Section 13.3 and that the share certificates representing the Consideration Shares will include a legend to this effect.
- 13.3 The Consideration Shares will be released from the Trading Restrictions on the following schedule:

- (a) 25% will be released to Kiska on the Closing Date; and
- (b) 25% will be released to Kiska six months thereafter, 25% will be released to Kiska nine months thereafter and 25% will be released to Kiska twelve months thereafter.

14. TERMINATION OF OPTION AGREEMENT

- 14.1 Upon Closing, the Parties hereby acknowledge and agree that the Option Agreement shall terminate and shall be of no further force or effect, and all of the rights and obligations of each of the parties under the Option Agreement are at an end and of no further force and effect.
- 14.2 If Closing shall not occur for any reason, the Parties hereby acknowledge and agree that the Option Agreement shall continue in full force and effect.

15. TERMINATION

- 15.1 This Agreement may, by notice given before or at the Closing, be terminated by:
  - (a) mutual agreement of the Purchaser and Rimfire and Kiska;
  - (b) the Purchaser or Rimfire and Kiska upon written notice to the other in the event that any condition set forth in this Agreement for their benefit is not satisfied to the satisfaction of such Party or becomes incapable of being satisfied and such Party does not waive such condition;
  - (c) the Purchaser or Rimfire and Kiska, if there shall be any applicable law that makes consummation of the Transaction illegal or otherwise prohibited, or if any judgment, injunction, order or decree of a competent governmental entity enjoining the Purchaser or Rimfire from consummating the Transaction shall be entered and such judgment, injunction, order or decree shall have become final and non-appealable;
  - (d) the Purchaser or Rimfire and Kiska upon notice to the other in the event that the Transaction is not completed before March 31, 2013, or such other date as the Purchaser and the Corporation may agree in writing;
  - (e) Rimfire if the Purchaser has breached any of its representations, warranties or covenants in this Agreement and such breach is not curable or if curable, is not cured within five business days after notice thereof has been received by the Party alleged to be in breach;
  - (f) by the Purchaser if:
    - (i) Rimfire or Kiska has breached any of their respective representations, warranties or covenants in this Agreement and such breach is not curable or if curable, is not cured within five business days after notice thereof has been received by Rimfire or Kiska, as applicable; or
    - (ii) there shall occur after the date hereof, any change, effect, event, circumstance or fact that constitutes a Material Adverse Effect in respect of the Purchased Property.

Subject to Sections 15.2 and 15.3 hereof, each Party's right of termination under Section 15.1 hereto is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of such right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 15.1 hereto, all obligations of the Parties under this Agreement will terminate, except as provided under Sections 15.2 or 15.3 hereto; for greater certainty if this Agreement is terminated by a Party because of the breach of the Agreement by another Party or because one or more of the conditions to the terminating Party's obligations under this Agreement is not satisfied as a result of any other Party's failure to comply with its obligations under this Agreement, the terminating Party's right to pursue all legal remedies will survive such termination unimpaired.

- 15.2 All fees, costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such fees, costs or expenses, provided that if a Party terminates this Agreement pursuant to any of Sections 15.1(e) or 15.1(f)(i), all fees, costs and expenses of the terminating Party shall be paid by the other Party hereto.
- 15.3 Nothing in Sections 15.1 or 15.2 shall preclude a Party from seeking injunctive relief to restrain any breach or threatened breach of the covenants or agreements set forth in this Agreement or otherwise to obtain specific performance of any such covenants or agreements.

16. NOTICES

- 16.1 All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given, if delivered in person, telegraphed, or mailed by certified registered mail, postage prepaid:

- (a) If to Rimfire, addressed as follows:

Rimfire Metals Corporation  
510 Burrard Street, Suite 575  
Vancouver, BC, V6C 3A8

Attention: President  
Facsimile: 604.669.0898

- (b) If to Kiska, addressed as follows:

Kiska Metals Corporation  
510 Burrard Street, Suite 575  
Vancouver, BC, V6C 3A8

Attention: President  
Facsimile: 604.669.0898

- (c) If to the Purchaser, addressed as follows:

Brixton Metals Corporation  
Suite 1411 - 409 Granville Street  
Vancouver, British Columbia V6C 1T2

Attention: Gary Thompson  
Facsimile: 888.863.3810

with a copy to:

Blake, Cassels & Graydon LLP  
Suite 2600 – 595 Burrard Street  
Vancouver, British Columbia V7X 1L3

Attention: Bob Wooder  
Facsimile: 604.631.3309

or to such other address as the party to be notified shall have furnished to the other Parties in writing. Any notice given in accordance with the foregoing shall be deemed to have been given when delivered in person or on the next business day following the date on which it shall have been telegraphed or mailed.

17. GENERAL

- 17.1 Each party hereby agrees to indemnify, defend, protect and hold harmless the other party from and against any and all claims, demands, liabilities, costs and damages, including without limitation, reasonable attorneys' fees, resulting from any misrepresentations or breach of warranty or covenant made by such party in this Agreement or in any document, certificate, or exhibit given or delivered to the other party pursuant to or in connection with this Agreement. All of the indemnifications set forth in this Section 17 shall survive the Closing and conveyance of the Purchased Property to the Purchaser.
- 17.2 This Agreement:
- (a) shall be construed and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein; and
  - (b) shall enure to the benefit of and be binding upon the Purchaser, Rimfire and Kiska and their respective executors, administrators, legal representatives, successors and permitted assigns, nothing in this Agreement, express or implied, being intended to confer upon any other person any rights or remedies hereunder.
- 17.3 This Agreement, the Schedules hereto and the documents specifically referred to herein or executed and delivered concurrently herewith or at the Closing constitute the entire agreement, understanding, representations and warranties of the parties hereto and supersede any prior agreement, understanding, representation, warranty or documents relating to the subject matter of this Agreement.
- 17.4 This Agreement may be amended or modified only by a written instrument executed by the parties affected thereby, or by their respective successors and permitted assigns.
- 17.5 Time shall be of the essence hereof.
- 17.6 Each of the parties hereto covenants and agrees that at any time and from time to time after the Closing Date such party will, upon the request of the other party, do, execute, acknowledge and deliver all such further acts, documents and assurances as may be reasonably required for the better carrying out of the terms of this Agreement.
- 17.7 This Agreement may be executed by facsimile and in one or more counterparts, each of which shall be considered an original but all of which together shall constitute one and the same agreement.

- 17.8 The parties hereto agree to file in a timely manner all forms required to be filed after the Closing Date by applicable law and by the regulations and policies of all applicable securities regulatory authorities in connection with the Transaction.
- 17.9 Neither this Agreement nor any right or obligation hereunder shall be assignable by any party hereto without the prior written consent of the other parties hereto, which consent may be arbitrarily withheld.

***[Remainder of page left intentionally blank.]***

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement as of the date first above written.

**RIMFIRE MINERALS CORPORATION**

By: "Jason Weber"  
Authorized Signatory

**KISKA METALS CORPORATION**

By: "Jason Weber"  
Authorized Signatory

**BRIXTON METALS CORPORATION**

By: "Gary R. Thompson"  
Authorized Signatory

## SCHEDULE "A"

## DESCRIPTION OF PURCHASED PROPERTY

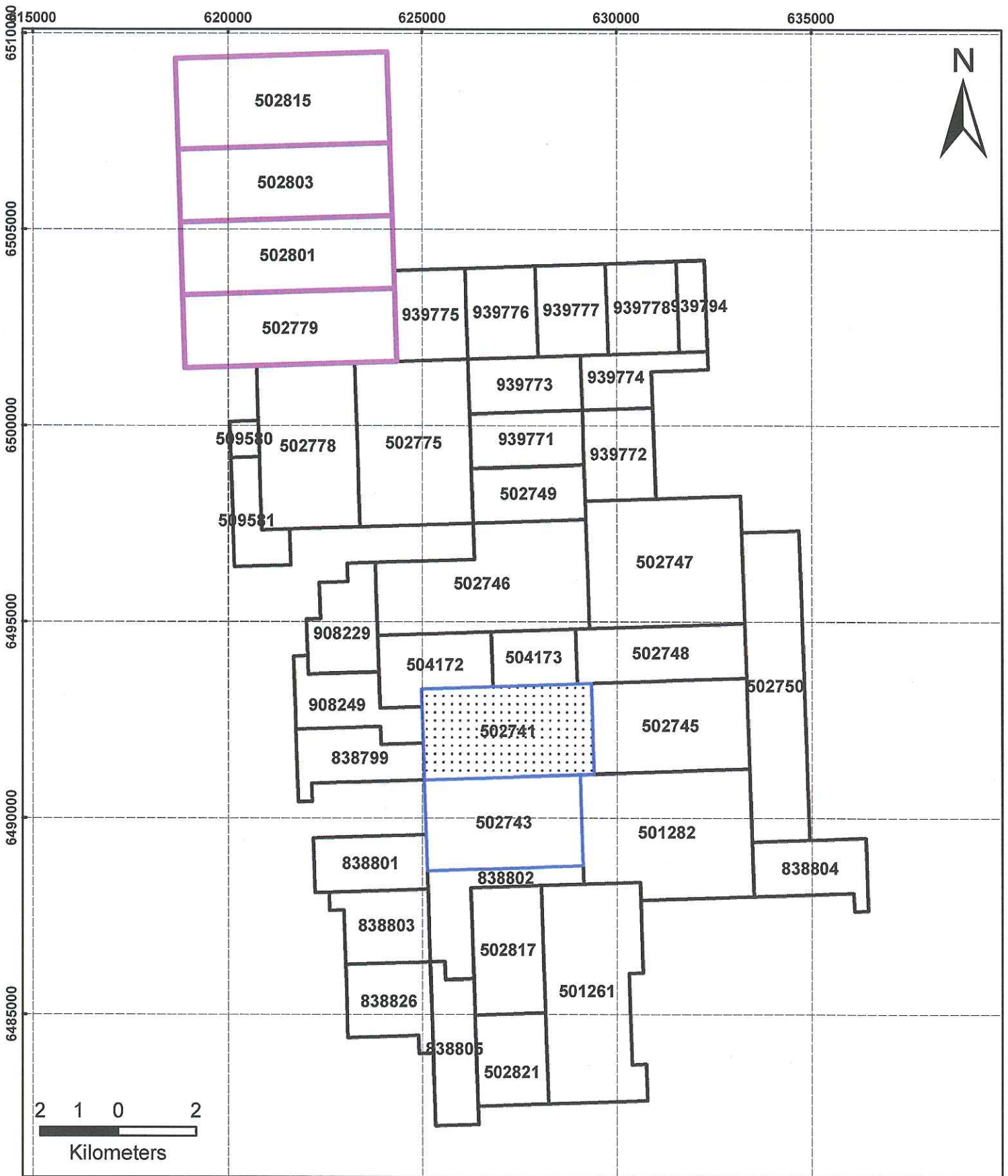
Tenure number	Expiry date	Claim Name	Area (hectares)
501261	dec/31/2021		1336.350
501282	dec/31/2021		1351.952
502741	dec/31/2021		1013.271
502743	dec/31/2021		929.370
502745	dec/31/2021		928.838
502746	dec/31/2021		1282.246
502747	dec/31/2021		1299.004
502748	dec/31/2021		607.684
502749	dec/31/2021		404.688
502750	dec/31/2021		1148.120
502775	dec/31/2021		1213.627
502778	dec/31/2021		1061.928
502779	dec/31/2021		1010.602
502801	dec/31/2021		1010.129
502803	dec/31/2021		1009.638
502815	dec/31/2021		1261.375
502817	dec/31/2021		591.891
502821	dec/31/2021		423.076
504172	dec/31/2021		455.771
504173	dec/31/2021		303.841
509580	dec/31/2021	SUTL14	67.421
509581	dec/31/2021	SUTL16	269.823
838799	oct/14/2014	FIRE KILL 1	422.257
838801	oct/14/2014	FIRE KILL 3	405.645
838802	oct/14/2014	FIRE KILL 4	422.671
838803	oct/14/2014	FIRE KILL 5	422.719
838804	oct/14/2014	GIBSON	422.602
838805	oct/14/2014	FIRE KILL 5	423.055
838826	oct/14/2014	GRANNY	422.919
908229	oct/09/2022	BOB THE BUILDER	421.890
908249	oct/09/2022	BOB THE BUILDER 2	422.111
939771	jan/04/2020	BBB1	404.546
939772	jan/04/2020	BBB2	421.452
939773	jan/04/2020	BBB3	404.404
939774	jan/04/2020	BBB4	320.146

Tenure number	Expiry date	Claim Name	Area (hectares)
939775	jan/04/2020	BBB5	421.056
939776	jan/04/2020	BBB6	421.056
939777	jan/04/2020	BBB7	421.055
939778	jan/04/2020	BBB8	421.057
939794	jan/04/2020	BBB9	168.423

**SCHEDULE "B"**


**UNDERLYING ROYALTIES**

1. A royalty in the amount of 3.5% of net smelter returns is payable to Kohima Pacific Gold Corporation in respect of the Stuart claims consisting of tenure numbers 502741 and 502743;
2. A royalty in the amount of 1.5% of net smelter returns is payable to R. Terry Heard and Jean Marc Thomas with respect to the Checkmate claims consisting of tenure number 502741;
3. A royalty in the amount of 2.0% of net smelter returns is payable to Barrick Gold Inc., subsequently assigned to RGLD Gold Canada, Inc. (a wholly-owned subsidiary of Royal Gold, Inc.) with respect to the Kizmet claims consisting tenure numbers 502801, 502779, 502815 and 502803.



**Legend**  
**Underlying Royalties**

-  RGLD Gold Canada, Inc
-  R. Terry Heard and Jean Marc Thomas and Kohima Pacific Gold Corporation
-  Kohima Pacific Gold Corporation

	Mining District: ATLIN	Province: BC	Figure 1
	Scale: 1: 125,000	Date: Jan 2013	
	N.T.S. 104K/10	UTM Zone 8 m NAD 83	

**BRIXTON METALS CORPORATION**  
Thorn Property  
TENURE AND ROYALTY MAP