

**FORM 51-102F3  
MATERIAL CHANGE REPORT**

**Item 1      Name and Address of Company**

Druk Capital Partners Inc.  
409 - 1080 Mainland Street  
Vancouver, BC V6B 2T4

(the “Company”)

**Item 2      Date of Material Change**

September 14, 2012

**Item 3      News Release**

The news release was disseminated on September 14, 2012 through the facilities of Marketwire Canada.

**Item 4      Summary of Material Change**

The Company is pleased to announce that, further to its news release dated May 18, 2012, it has entered into a definitive asset purchase agreement dated September 12, 2012 with QMX Gold Corporation (“QMX”), a company listed on the Toronto Stock Exchange and incorporated under the laws of Ontario, pursuant to which the Company has agreed to acquire 100% of QMX’s right, title and interest in the Rouyn-Noranda base/precious metal camp (the “Project”) located in Rouyn-Noranda, Quebec (the “Transaction”). The Transaction is intended to be the Company’s Qualifying Transaction as that term is defined in Policy 2.4 of the TSX Venture Exchange (the “Exchange”) Corporate Finance Manual, and is subject to the approval of the Exchange. Upon completion of the Transaction, the Company expects that it will be classified as a Tier 2 Mining Issuer under the policies of the Exchange.

Further to its news release of May 18, 2012, QMX acquired the Project from Xstrata Canada Corporation (“Xstrata”) pursuant to an asset purchase agreement dated March 28, 2011, as amended by agreement dated July 29, 2011 (the “Xstrata Agreement”), and a joint venture agreement (the “West Ansil JV”) dated July 29, 2011. In accordance with the Xstrata Agreement, Xstrata and QMX are parties to a royalty agreement (the “Royalty Agreement”), an assumption and indemnity agreement (the “Indemnity Agreement”), a renunciation agreement (the “Renunciation Agreement, collectively with the Royalty Agreement and the Indemnity Agreement, the “Completion Agreements”), each dated July 29, 2011, and the West Ansil JV.

On June 21, 2012 and July 9, 2012, Xstrata advised QMX of its decision not to exercise its rights of first refusal contained in the Xstrata Agreement and the West Ansil JV provided that QMX and the Company agree to enter into assignment agreements (the "Assignment Agreements") with Xstrata whereby QMX agrees to, concurrently with the closing of the Transaction, assign to the Company all of its right, title, benefit and interest in the Xstrata Agreement, the Completion Agreements and the West Ansil JV. On August 22, 2012, QMX, the Company and Xstrata entered into the Assignment Agreements. The assignment of the Xstrata Agreement and the Completion Agreements is conditional on and subject to the execution and registration on the closing date of the Transaction of a deed of hypothec (the "Hypothec") in favour of Xstrata. Under the Hypothec, for the purpose of securing the payment and performance of the Company's obligations under the Hypothec and the Company's obligations with respect to the back-in right, the royalty and the off-take option contained in the Xstrata Agreement, as well as the payment of any damages solely caused by the Company. If the Company so chooses, the Hypothec may be subordinated at any time in favour of any lender providing financing to the Company.

Further to its news release of July 30, 2012, the Company has closed a third and final tranche (the "Third Tranche") of 200,000 subscription receipts (the "Subscription Receipts") at a price of \$0.25 per Subscription Receipt for gross proceeds of \$50,000. To date, the Company has issued an aggregate of 26,282,000 Subscription Receipts pursuant to the first and second tranches and this Third Tranche for aggregate proceeds of \$6,570,500. All securities issued pursuant to the Third Tranche will be subject to a statutory hold period expiring on January 12, 2013. The Third Tranche is subject to receipt of all necessary approvals, including approval from the Exchange and all other applicable securities regulatory approvals.

On closing of the Transaction, the Company will change its name to "Falco Pacific Resource Group Inc." and is expected to commence trading on the Exchange as a Tier 2 Mining issuer under the trading symbol "FPC", at which time the Company will no longer be considered a capital pool company.

**Item 5 Full Description of Material Change**

**5.1 Full Description of Material Change**

Please see attached news release dated September 14, 2012.

**5.2 Disclosure for Restructuring Transactions**

Not applicable.

**Item 6 Reliance on subsection 7.1(2) or (3) of National Instrument 51-102**

Not applicable.

**Item 7 Omitted Information**

Not applicable.

**Item 8 Executive Officer**

For further information, contact:

Kelly Klatik  
President & CEO  
Telephone: 604-732-5840

**Item 9 Date of Report**

September 24, 2012



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TSXV: DRU.P

September 14, 2012

For Immediate Release

NR12-10

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## **DRUK CAPITAL ANNOUNCES EXECUTION OF DEFINITIVE AGREEMENT**

**NOT FOR DISTRIBUTION TO U.S. NEWSWIRE SERVICES OR FOR DISSEMINATION IN THE UNITED STATES**

(Vancouver, British Columbia, September 14, 2012) Druk Capital Partners Inc. (“**Druk**” or the “**Company**”) (TSXV: DRU.P), a capital pool company, is pleased to announce that, further to its news release dated May 18, 2012, it has entered into a definitive asset purchase agreement dated September 12, 2012 (the “**Agreement**”) with QMX Gold Corporation (“**QMX**”), a company listed on the Toronto Stock Exchange and incorporated under the laws of Ontario, pursuant to which the Company has agreed to acquire 100% of QMX’s right, title and interest in the Rouyn-Noranda base/precious metal camp (the “**Project**”) located in Rouyn-Noranda, Quebec (the “**Transaction**”). The Transaction is intended to be the Company’s Qualifying Transaction as that term is defined in Policy 2.4 of the TSX Venture Exchange (the “**Exchange**”) Corporate Finance Manual, and is subject to the approval of the Exchange. Upon completion of the Transaction, the Company expects that it will be classified as a Tier 2 Mining Issuer under the policies of the Exchange.

The Project consists of an aggregate of 2,185 claims, which consist of 1,077 mining claims known as the Noranda Properties, 1,049 mining claims which are subject to underlying agreements known as the Third Party Interest Properties, 11 mining claims known as the Lac Monsabrais Property, 11 mining claims as part of a 50% interest in a joint venture agreement (the “**West Ansil JV**”) with Xstrata Gold Corporation (“**Xstrata**”) in connection with the West Ansil property, and minerals contained at a depth of more than 200 meters below the surface on 20 mining claims and 17 Crown leases (mining concessions) (the “**Controlled Property Mineral Interests**”).

The Company’s material property is the Noralex Property, which comprises an aggregate of 173 mining claims covering an aggregate of 7,382.21 hectares. The Noralex Property consists of 138 mining claims covering 5,891.79 hectares known as the Noralex Property, four mining claims covering 168.52 hectares known as the Lac Parfouru Property and 31 mining claims covering 1,321.90 hectares known as the Bawolak Property. The Noralex Property and the Lac Parfouru Property comprise part of the Noranda Properties and the Bawolak Property comprises part of the Third Party Interest Properties.

### **Terms of the Transaction**

Pursuant to the Agreement, the Company will acquire the Project by paying to QMX the sum of \$5,000,000 (the “**Cash Consideration**”) and issuing to QMX an aggregate of 7,000,000 common shares of the Company (the “**Consideration Shares**”). The parties also agreed that the Cash Consideration will be reduced by an amount equal to \$200,000 for any post-closing adjustments and the amount of the loan

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advanced to QMX, as announced on July 31, 2012, in the aggregate amount of \$225,000, plus accrued interest.

Provided that QMX retains a 10% equity interest in the Company on an undiluted basis, the Company has also granted QMX a first right to purchase securities of the Company in any future financing completed by the Company following the Transaction and the right to nominate one person to the Company's board of directors. Should QMX's equity interest in the Company at any time fall below 10% on an undiluted basis, the foregoing rights will immediately cease and be of no further force and effect.

QMX has also agreed to enter into a pooling and sale agreement pursuant to which QMX will: (a) not sell or transfer more common shares of the Company in any given 30 day period than is equal to 10% of the average trading volume of the common shares of the Company on a regulated stock exchange for the preceding 30 day period and shall not sell or transfer more common shares of the Company in any five day period than is equal to 5% of the average trading volume of the common shares of the Company on a regulated stock exchange for the preceding five day period without the Company's express written consent; and (b) until such time as it no longer holds any shares or other securities of the Company, vote any common shares of the Company according to the reasonable recommendations of the Company's management at any annual general or special meetings of the Company's shareholders.

A portion of the Project is subject to the rights and interests under certain underlying agreements. QMX has agreed to use reasonable efforts prior to the closing date of the Transaction and for a period of 18 months after the completion of Transaction to obtain from third parties the consent to transfer or the waiver of any rights of first refusal or first offer to enable QMX to transfer to the Company the underlying agreements, the Third Party Interest Properties and such Controlled Property Mineral Interests as are subject to rights of first refusal or first offer or transfer restrictions pursuant to these underlying agreements (the "**Third Party Consents**"). If QMX has not obtained a Third Party Consent within 18 months after the completion of the Transaction, then the applicable underlying agreement and the property associated with such underlying agreement will cease to constitute a part of the Project and QMX will have no further obligation to transfer such property and the applicable underlying agreement to the Company.

As of the date hereof, QMX has obtained one of the three Third Party Consents and expects to receive the two remaining consents shortly. The two remaining consents cover an aggregate of 420 claims that comprise a portion of the Third Party Interest Properties and the Controlled Property Mineral Interests.

All of the Consideration Shares will be subject to a three year escrow arrangement pursuant to the policies of the Exchange. QMX has also agreed to additional escrow provisions whereby an aggregate of 6,790,000 Consideration Shares, or portion thereof, will be released to QMX on the receipt by the Company of the two remaining consents.

#### **Assignment of Agreements between Xstrata Canada Corporation and QMX**

Further to its news release of May 18, 2012, QMX acquired the Project from Xstrata pursuant to an asset purchase agreement dated March 28, 2011, as amended by agreement dated July 29, 2011 (the "**Xstrata Agreement**") and the West Ansil JV Agreement dated July 29, 2011. In accordance with the Xstrata Agreement, Xstrata and QMX are parties to a royalty agreement (the "**Royalty Agreement**"), an assumption and indemnity agreement (the "**Indemnity Agreement**"), a renunciation agreement (the "**Renunciation Agreement**", collectively with the Royalty Agreement and the Indemnity Agreement, the "**Completion Agreements**") and the West Ansil JV, each dated July 29, 2011.

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The Xstrata Agreement and the West Ansil JV Agreement provide that the transfer by QMX of all or part of its interest in the properties it acquired from Xstrata is subject to rights of first refusal in favour of Xstrata.

On June 21, 2012 and July 9, 2012, Xstrata advised QMX of its decision not to exercise its rights of first refusal contained in the Xstrata Agreement and the West Ansil Agreement provided that QMX and the Company agree to enter into assignment agreements (the “**Assignment Agreements**”) with Xstrata whereby QMX agrees to, concurrently with the closing of the Transaction, assign to the Company all of its right, title, benefit and interest in the Xstrata Agreement, the Completion Agreements and the West Ansil JV Agreement. On August 22, 2012, QMX, the Company and Xstrata entered into the Assignment Agreements. The assignment of the Xstrata Agreement and the Completion Agreements is conditional on and subject to the execution and registration on the closing date of the Transaction of a deed of hypothec (the “**Hypothec**”) in favour of Xstrata. Under the Hypothec, for the purpose of securing the payment and performance of the Company’s obligations under the Hypothec and the Company’s obligations with respect to the back-in right, the royalty and the off-take option contained in the Xstrata Agreement, as well as the payment of any damages solely caused by the Company. If the Company so chooses, the Hypothec may be subordinated at any time in favour of any lender providing financing to the Company.

### **Increase in Over-Subscribed Private Placement**

Further to its news release of July 30, 2012, the Company has closed a third and final tranche (the “**Third Tranche**”) of 200,000 subscription receipts (the “**Subscription Receipts**”) at a price of \$0.25 per Subscription Receipt for gross proceeds of \$50,000. To date, the Company has issued an aggregate of 26,282,000 Subscription Receipts pursuant to the first and second tranches and this Third Tranche (the “**Private Placement**”) for aggregate proceeds of \$6,570,500.

Each Subscription Receipt will entitle the holder to receive one common share of the Company upon satisfaction of certain release conditions (the “**Release Conditions**”) pertaining to the Transaction. The gross proceeds from the sale of the Subscription Receipts will be held in escrow pending satisfaction of the Release Conditions. The Release Conditions include the receipt of all regulatory approvals required to complete the Transaction and the Company and QMX agreeing that all conditions under the definitive agreement have been satisfied. If the Release Conditions are not satisfied on or before October 31, 2012, then the subscription proceeds from the Private Placement will be returned to the subscribers of the Subscription Receipts. The Company intends to use the net proceeds from the Private Placement to fund the Transaction, for the exploration of the Project and for general working capital.

All securities issued pursuant to the Third Tranche will be subject to a statutory hold period expiring on January 12, 2013. The Third Tranche is subject to receipt of all necessary approvals, including approval from the Exchange and all other applicable securities regulatory approvals.

### **Name Change**

On closing of the Transaction, the Company will change its name to “Falco Pacific Resource Group Inc.” and is expected to commence trading on the Exchange as a Tier 2 Mining issuer under the trading symbol “FPC”, at which time the Company will no longer be considered a capital pool company.

### **About Druk Capital Partners Inc.**

Druk was listed in September 2010 as a Capital Pool Company under TSX Venture Exchange Policy 2.4 and is headquartered in Vancouver, B.C. The company was established by a seasoned group of

professionals who have consistently contributed to strong performances in their respective companies over the years through achievement of value enhancing milestones.

On behalf of the board of directors of

**DRUK CAPITAL PARTNERS INC.**

“*Kelly Klatik*”

President and CEO

For further information contact:

Mr. Kelly Klatik - President and CEO  
Druk Capital Partners Inc.  
Ph: (604) 732-5840  
info@drukcapital.com

*Completion of the Qualifying Transaction is subject to a number of conditions, including but not limited to, Exchange acceptance and if applicable pursuant to Exchange requirements, majority of the minority shareholder approval. Where applicable, the Qualifying Transaction cannot close until the required shareholder approval is obtained. There can be no assurance that the Qualifying Transaction will be completed as proposed or at all.*

*Investors are cautioned that, except as disclosed in the management information circular or filing statement to be prepared in connection with the transaction, any information released or received with respect to the transaction may not be accurate or complete and should not be relied upon. Trading in the securities of a capital pool company should be considered highly speculative.*

*The Exchange has in no way passed upon the merits of the proposed transaction and has neither approved nor disapproved the contents of this press release.*

*Neither the TSX Venture Exchange nor its Regulation Services Provider (as that term is defined in the policies of the TSX Venture Exchange) accepts responsibility for the adequacy or accuracy of this press release.*