# POOLING AND SALE AGREEMENT

**THIS AGREEMENT** IS made as of September 21, 2012

**BETWEEN:**

**DRUK CAPITAL PARTNERS INC.**, a corporation incorporated and existing under the laws of British Columbia and having its head office at 409 - 1080 Mainland Street, Vancouver, British Columbia, V6B 2T4

(“**Druk**”)

**AND:**

**QMX GOLD CORPORATION**, a corporation incorporated and existing under the laws of the Province of Ontario and having its head office at 65 Queen Street West, Suite 815, P.O. Box 75, Toronto, Ontario, M5H 2M5

(“**QMX**”)

**WHEREAS:**

A. Druk and QMX are parties to a Purchase Agreement dated as of September 12, 2012 (the “**Purchase Agreement**”) pursuant to which Druk will acquire all of QMX’s right, title and interest in and to the Purchased Assets (as such term is defined in the Purchase Agreement) (the “**Transaction**”);

B. As partial consideration for the Transaction, Druk will issue an aggregate of 7,000,000 common shares in its capital (the “**Shares**”) to QMX at a deemed price of $0.25 per share, subject to certain adjustments as set forth in the Purchase Agreement;

C. The Shares will be subject to escrow agreements (the “**Escrow Agreements**”) dated September 21, 2012 with Equity Financial Trust Company, as escrow agent, such Shares to be released from escrow in accordance with the terms of the Escrow Agreements and the Purchase Agreement; and

D. Pursuant to section 3.1(n)(iv) of the Purchase Agreement, Druk and QMX now wish to enter into this agreement in respect of Shares owned by QMX.

**THEREFORE**, the parties agree as follows:

## 1.1 Defined Terms

Capitalized terms in this Agreement that are not otherwise defined have the meaning given to them in the Purchase Agreement.

## 1.2 Sale of Shares

QMX hereby acknowledges and agrees that, as at the date hereof, it is the legal and beneficial holder of the Shares and no other securities of Druk. QMX hereby agrees that commencing on the date of this

Agreement, QMX will not, without the express written consent of Druk, sell or transfer more Shares, beneficially owned by QMX or any common shares or other securities of Druk acquired by QMX after the date hereof (the "**Additional Securities**"), as follows:

(a) in any given 30 day period than is equal to 10% of the average trading volume of the common shares of Druk on a regulated stock exchange for the preceding 30 day period; and

(b) in any five day period than is equal to 5% of the average trading volume of the common shares of Druk on a regulated stock exchange for the preceding five day period.

This Section 1.2 will not apply, and for certainty QMX will not require the prior written consent of Druk in respect of:

(c) transfers arising as a result of the bankruptcy or insolvency of QMX;

(d) transfers made pursuant to a bona fide take-over bid made to all holders of common shares of Druk or similar acquisition transaction provided that in the event that the take-over or acquisition transaction is not completed, any Shares and Additional Securities will remain subject to the restrictions contained in this Agreement; or

(e) the exercise or conversion of options or warrants comprising any Additional Securities.

In order that Druk may confirm QMX's continuing compliance with the covenant set forth in this Section 1.2, QMX will provide evidence satisfactory to Druk, which may include copies of broker statements as of the most recent month end prior to request by Druk only showing the Shares and any Additional Securities in such account on the date requested, within five Business Days of the end of every quarter during which QMX has received notice from Druk requiring confirmation of Shares and Additional Securities, indicating the number of Shares and Additional Securities held on behalf of QMX and any activity by or on behalf of QMX involving the Shares and any Additional Securities, during the quarter.

**1.3 Voting**

QMX agrees that commencing from the date of this Agreement until such time as it no longer holds any Shares or other securities of Druk, it will do the following with its Shares in respect of any applicable vote of common shares of Druk:

(a) vote or withhold from voting the Shares for the board of directors of Druk as set forth in any management proxy circular of Druk, and not vote in favour of any other director or slate of directors; and

(b) vote or withhold from voting the Shares in respect of any and all shareholder votes for in connection with the reasonable recommendations of management of Druk at an annual or special general meeting of the shareholders of Druk.

**1.4 Further Assurances**

Each of Druk and QMX hereby covenant and agree that at any time and from time to time they will, upon the request of the other, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances and assurances as may be required for the better carrying out and performance of all the terms of this

Agreement including, without limitation, any documents required to comply with securities or stock exchange requirements.

**1.5 Notices**

Any notice, designation, communication, request, demand or other document, required or permitted to be given or sent or delivered hereunder to any party hereto will be notices given in the manner set forth in the Purchase Agreement.

**1.6 Counterparts**

This Agreement may be executed in several counterparts, each of which so executed will be deemed to be an original, and such counterparts together will constitute but one and the same instrument.

**1.7 Assignment**

No party to this Agreement may assign its rights under this Agreement without prior written consent of the other party to this Agreement.

**1.8 Successors and Assigns**

This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**1.9 Entire Agreement**

This Agreement and the Purchase Agreement constitute the entire agreement among the parties hereto and supersede all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, whether set out in the Letter of Intent or otherwise, with respect to the subject matter hereof.

**1.10 Waiver**

Any party hereto which is entitled to the benefits of this Agreement may, and has the right to, waive any term or condition hereof; provided, however, that such waiver must be evidenced by written instrument duly executed on behalf of such party.

**1.11 Amendments**

No modification or amendment to this Agreement may be made unless agreed to by the parties hereto in writing.

*[Remainder of page intentionally left blank; signature page follows]*

**1.12 Governing Law**

Notwithstanding the governing law provision of the Purchase Agreement, this Agreement will be governed by and construed in accordance with the laws of British Columbia and the parties attorn to the jurisdiction of the Courts of British Columbia.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement under seal as of the day and year first above written.

**DRUK CAPITAL PARTNERS INC.**

By: (signed) "*Kelly Klatik*"
Name: Kelly Klatik
Title: President

**QMX GOLD CORPORATION**

By: (signed) "*Francois Perron*"
Name: Francois Perron
Title: President and Chief Executive Officer