

PURCHASE AGREEMENT

Between

QMX GOLD CORPORATION

and

DRUK CAPITAL PARTNERS INC.

Made as of September 12, 2012

TABLE OF CONTENTS

1.	INTERPRETATION	2
1.1	Definitions	2
1.2	Headings	7
1.3	Extended Meanings.....	7
1.4	Schedules	7
2.	PURCHASE AND SALE	8
2.1	Closing.....	8
2.2	Purchased Assets.....	8
2.3	Purchase Price.....	9
2.4	Third Party Consents	10
2.5	Escrow of Purchase Price Shares	11
2.6	Payments for Third Party Consents	12
2.7	Elections.....	12
2.8	Adjustments	13
2.9	Liabilities and Release	13
3.	CONDITIONS.....	13
3.1	Conditions for the benefit of Druk.....	13
3.2	Conditions for the Benefit of QMX	15
3.3	Waiver of Condition	17
4.	REPRESENTATIONS AND WARRANTIES	17
4.1	Representations and Warranties of QMX	17
4.2	Representations and Warranties of Druk.....	20
4.3	Survival of Representations and Warranties.....	20
5.	COVENANTS	20
5.1	Satisfaction of Closing Conditions	20
5.2	Maintenance of Properties	20
5.3	Environmental, Health and Safety	21
5.4	Regulatory Approvals	21
5.5	Transfer Taxes and Fees	21
5.6	Third Party Consents	21
5.7	Preservation of Information	21
5.8	Transfer of Purchased Assets.....	22
5.9	No Shop	22
5.10	Lease	22
5.11	Material Contracts.....	23
6.	INDEMNIFICATION AND OTHER REMEDIES	23
6.1	Indemnities.....	23
6.2	Adverse Intervening Entries	23
6.3	No Consequential Damages	23
7.	EMPLOYEES	24
7.1	Transfer of Employment.....	24
7.2	Certain Obligations Respecting Employees.....	24
8.	CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS	24
8.1	General.....	24
8.2	Public Announcements	25

8.3	Duration of Confidentiality.....	25
9.	GENERAL.....	25
9.1	Benefit of the Agreement.....	25
9.2	Assignment	25
9.3	Amendments	25
9.4	Waiver.....	26
9.5	Entire Agreement.....	26
9.6	Severability	26
9.7	Further Assurances	26
9.8	Notices.....	26
9.9	Expenses.....	28
9.10	Governing Law	28
9.11	Counterparts.....	29

PURCHASE AGREEMENT

THIS AGREEMENT is made as of September 12, 2012 (the "**Execution Date**")

BETWEEN:

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

("QMX")

AND:

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")

WHEREAS:

- A. The parties hereto ("**Parties**" and individually, a "**Party**") executed a letter of intent dated May 17, 2012 (the "**LOI**") with respect to the purchase by Druk and the sale by QMX of all of QMX's right, title and interest in and to the Purchased Assets, other than the Lac Monsabrais Property, and wish to give effect to the purchase and sale on the terms and subject to the conditions set forth herein;
- B. Pursuant to Section 6.02 of the Xstrata Agreement and section 12.03 of the Xstrata JV Agreement between QMX and Xstrata, the transfer by QMX of all or portion of its interests in the Properties or the Xstrata Agreement and its participating interest in the Xstrata JV Agreement to Druk is subject to rights of first refusal in favour of Xstrata;
- C. Pursuant to letters dated June 21, 2012 and July 9, 2012, Xstrata has agreed to waive its rights of first refusal as set forth in section 6.02 of the Xstrata Agreement and section 12.03 of the Xstrata JV Agreement, respectively, provided that QMX and Druk agree to enter into assignment agreements (the "**Assignment Agreements**") with Xstrata pursuant to which, on the Closing Date, QMX agrees to assign to Druk and Druk agrees to assume all of the right, title, benefit and interest of QMX in, to and under the Xstrata Agreement, the Royalty Agreement, the Assumption and Indemnity Agreement, the Renunciation Agreement and the Xstrata JV Agreement; and
- D. On August 22, 2012, Xstrata, QMX and Druk entered into the Assignment Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) **"Affected Property"** has the meaning ascribed in section 2.4;
- (b) **"Affiliate"** means, with respect to any Person, any other Person that controls or is controlled by or is under common control with the referent Person;
- (c) **"Agreement"** means this agreement, its schedules and all amendments made hereto by written agreement between the Parties, if any;
- (d) **"Applicable Law"** means any and all laws, statutes, regulations, ordinances, rules, guidelines, policies, notices, orders and directions or other requirements of any Government Authority applicable to the Parties or the Transaction or the Purchased Assets;
- (e) **"Assignment Agreements"** has the meaning given to it in Recital C of this Agreement;
- (f) **"Assumed Liabilities"** means the liabilities of QMX to be assumed by Druk as more particularly set out in Schedule 1.1(f), together with any liabilities arising from the Material Contracts as at the Closing Time;
- (g) **"Assumption and Indemnity Agreement"** means an assumption and indemnity agreement dated July 29, 2011 between QMX and Xstrata pursuant to which QMX agreed to assume and perform all obligations, liabilities and commitments of Xstrata with respect to the Purchased Properties, including without limitation, the Underlying Agreements including any environmental obligation or liability other than the Vendor Environmental Obligations (as defined in the Xstrata Agreement);
- (h) **"Board"** means the board of directors of Druk;
- (i) **"Business Day"** means a day, other than a Saturday, Sunday or statutory holiday, on which banks are open for business during normal business hours in Vancouver, British Columbia and Toronto, Ontario;
- (j) **"Cash Consideration"** has the meaning ascribed in section 2.3(a);
- (k) **"Claims"** means all losses, damages, expenses, liabilities (whether accrued, actual, contingent, latent or otherwise), claims, rights or causes of action and demands of whatever nature or kind, including, without limitation, reasonable and documented legal fees, and other expenses incurred in defending against litigation, either threatened or pending and other professional fees and costs relating thereto;
- (l) **"Closing"** means the completion of the sale to, and purchase by, Druk of the Purchased Assets and the transfer of all of the right, title, benefit and interest of QMX in and under

the Xstrata Agreement, the Royalty Agreement, the Assumption and Indemnity Agreement, the Renunciation Agreement and the Xstrata JV Agreement pursuant to the Assignment Agreements and all other transactions contemplated by this Agreement;

- (m) **"Closing Date"** has the meaning ascribed in section 2.1;
- (n) **"Closing Time"** means 10:00 am (Vancouver time) on the Closing Date;
- (o) **"Concurrent Financing"** means the non-brokered private placement of 26,282,000 subscription receipts of Druk at a price of \$0.25 per subscription receipt for gross proceeds of \$6,570,500;
- (p) **"Confidential Information"** means, in relation to a Party (the **"Discloser"**):
 - (a) all information, in whatever form communicated or maintained, whether orally, in writing, electronically, in computer readable form or otherwise, that the Discloser discloses to, or that is gathered by inspection by a Party (the **"Recipient"**) or any of the Recipient's Representatives in the course of the Recipient's review of the transactions contemplated by this Agreement, whether provided before or after the date of this Agreement, including information that contains or otherwise reflects information concerning the Discloser or its businesses, affairs, financial condition, assets, liabilities, operations, prospects or activities, and specifically includes financial information, budgets, business plans, ways of doing business, business results, prospects, forecasts, engineering reports, environmental reports, evaluations, legal opinions, and any information provided to the Discloser by third parties under circumstances in which the Discloser has an obligation to protect the confidentiality of such information;
 - (b) all plans, proposals, reports, analyses, notes, studies, forecasts, compilations or other information, in any form, that are based on, contain or reflect any Confidential Information regardless of the identity of the Person preparing the same (**"Notes"**);
 - (c) the existence and terms of this Agreement;
 - (d) the fact that information has been disclosed or made available to the Recipient or the Recipient's Representatives; and
 - (e) the fact that discussions or negotiations are or may be taking place with respect to a possible transaction, the proposed terms of any such transaction and the status of any discussions or negotiations under this Agreement;but does not include any information that:
 - (f) is at the time of disclosure to the Recipient or thereafter becomes generally available to the public, other than as a result of a disclosure by the Recipient or any of the Recipient's Representatives in breach of this Agreement;
 - (g) is or was received by the Recipient on a non-confidential basis from a source other than the Discloser or its Representatives if such source is not known to the Recipient to be prohibited from disclosing the information to the Recipient by a

confidentiality agreement with, or a contractual, fiduciary or other legal confidentiality obligation to, the Discloser; or

- (h) was known by the Recipient prior to disclosure in connection with the transactions contemplated by this Agreement and was not subject to any contractual, fiduciary or other legal confidentiality obligation on the part of the Recipient.
- (q) **"Controlled Properties"** means the mining claims and Crown mining leases set out in Schedule 1.1(q) together with all tailings areas, operating facilities, structures, workings, roads, easements, rights of way and other facilities of infrastructure located thereon;
- (r) **"Controlled Property Mineral Interests"** has the meaning ascribed in section 2.2(d);
- (s) **"Deadline"** has the meaning ascribed in section 2.1;
- (t) **"Druk"** means Druk Capital Partners Inc.;
- (u) **"Encumbrance"** means any mortgage, charge, deed, security interest, pledge, lien, royalty, preferential purchase right, or other encumbrance or burden of any nature whether imposed by contract or operation of law;
- (v) **"Employee Plans"** means written or oral employee benefit, welfare, supplemental employee benefit, bonus, pension, profit sharing, executive compensation, current or deferred compensation, incentive compensation, stock compensation, stock purchase, stock option, stock appreciation, savings, severance or termination pay, phantom stock option, retirement, supplementary retirement, hospitalization insurance, salary continuation, legal, health or other medical, dental, life, disability or other insurance (whether insured or self-insured) plan, program, agreement or arrangement and every other written or oral benefit plan, program, agreement or arrangement sponsored, maintained or contributed to or required to be contributed to by QMX or any Affiliate of QMX for the benefit of the Employees and their dependents or beneficiaries at any time in the last five years or by which it is, or was at any time in the last five years, bound or with respect to which QMX participates or has any actual or potential liability or obligations, other than plans established by statute;
- (w) **"Employees"** has the meaning ascribed in section 4.1(n);
- (x) **"Employment Agreements"** has the meaning ascribed in section 4.1(o);
- (y) **"Equity Participation and Nomination Rights Agreement"** has the meaning ascribed in section 2.3(d);
- (z) **"Escrow Agent"** means Equity Financial Trust Company;
- (aa) **"Escrow Agreement"** means the escrow agreement among QMX, Druk and the Escrow Agent regarding the Purchase Price Shares pursuant to which all of the Purchase Price Shares will be escrowed on the Closing Date and released pursuant to the policies of the TSX-V and section 2.5;
- (bb) **"Execution Date"** means September 12, 2012;

- (cc) **“Government Authority”** means any present government or governmental, quasi-governmental, administrative, fiscal, or judicial body, department, commission, authority, tribunal, agency or entity;
- (dd) **“Here Property”** means the mineral claims listed in Schedule 1.1(dd);
- (ee) **“Lac Monsabrais Property”** means the mineral claims listed in Schedule 1.1(ee);
- (ff) **“Lease”** has the meaning ascribed in section 5.10;
- (gg) **“Legal Fees”** has the meaning ascribed in section 2.3(a);
- (hh) **“Legal Proceeding”** means any litigation, action, application, suit, investigation, hearing, claim, deemed complaint, grievance, civil, administrative, regulatory or criminal, arbitration proceeding or other similar proceeding, before or by any court or other tribunal or Government Authority and includes any appeal or review thereof and any application for leave for appeal or review;
- (ii) **“Loan Agreement”** means the loan agreement dated July 25, 2012 between QMX and Druk pursuant to which the QMX agreed to grant to Druk the Mortgage to secure due payment of a principal amount of \$225,000;
- (jj) **“Loan Amount”** has the meaning ascribed in section 2.3(a);
- (kk) **“LOI”** has the meaning ascribed on the cover page of this Agreement;
- (ll) **“Material Contracts”** means the right, title and interest of QMX in, to and under the agreements set out in Schedule 1.1(ll) and any additional agreements to be transferred hereunder pursuant to section 5.11;
- (mm) **“Minerals”** means any naturally occurring metallic and non-metallic minerals, including coal, salt, quarry and pit material, gold, silver, and all rare and precious minerals and metals, but excluding sand, gravel, peat, gas and oil;
- (nn) **“Mortgage”** means the first mortgage (first ranking immovable hypothec) to be granted by QMX in favour of Druk in the principal amount of \$225,000, with interest at the rate of 20% per annum, charging the Property;
- (oo) **“MRNF”** means Ministère des Ressources naturelles et de la Faune (Québec);
- (pp) **“Noranda Properties”** means the mining claims as described in Schedule 1.1(pp);
- (qq) **“Offer Notice”** has the meaning ascribed in section 5.10;
- (rr) **“Outstanding Purchase Price”** has the meaning ascribed in section 2.3(a);
- (ss) **“Pooling Agreement”** has the meaning ascribed in section 3.1(n)(iv);
- (tt) **“Property”** means an aggregate of 111 mineral claims known as the Dunraine claims located in Quebec;
- (uu) **“Purchase Price”** has the meaning ascribed in section 2.3;

- (vv) **"Purchase Price Shares"** has the meaning ascribed in section 2.3(c);
- (ww) **"Purchased Assets"** has the meaning ascribed in section 2.2;
- (xx) **"Purchased Properties"** has the meaning ascribed in section 2.2(d);
- (yy) **"QMX"** means QMX Gold Corporation (formerly, Alexis Minerals Corporation);
- (zz) **"Qualifying Transaction"** means the purchase of the Purchased Assets and the Concurrent Financing;
- (aaa) **"Regulatory Approvals"** means any authorization, consent, approval, license, ruling, permit, concession, certification, exemption, filing, variance, order, judgment, decree, publication, notice to, declaration of or with or registration by a Government Authority;
- (bbb) **"Renunciation Agreement"** means a renunciation agreement dated July 29, 2011 between Xstrata and QMX pursuant to which QMX confirmed it had no rights in the Retained Property (as defined in the Xstrata Agreement) and renounced all of its right, title and interests therein;
- (ccc) **"Retained Purchased Data"** has the meaning ascribed in section 5.7;
- (ddd) **"Reporting Party"** has the meaning ascribed in section 8.2;
- (eee) **"Representatives"** when used with respect to a Party means each director, officer, employee, agent, consultant, adviser and other representative of that Party who is involved in the transactions contemplated by this Agreement;
- (fff) **"Release Conditions"** has the meaning assigned in the subscription agreement prepared by Druk in connection with the Concurrent Financing;
- (ggg) **"Royalty Agreement"** means the royalty agreement dated July 29, 2011 between Xstrata Canada Corporation - Xstrata Copper Canada Division and QMX pursuant to which QMX granted Xstrata the Royalty, as defined in the Xstrata Agreement;
- (hhh) **"Third Party Consents"** has the meaning ascribed in section 2.4;
- (iii) **"Third Party Controlled Property Mineral Interest"** has the meaning ascribed in section 2.4;
- (jjj) **"Third Party Interest Properties"** means the mining claims and Crown mining leases and all plant, buildings, structures, head frames, improvements, appurtenances, fixtures (including fixed machinery and fixed equipment), bore holes, pits, shafts, dams located on, under or forming part of the Crown mining leases which comprise the Third Party Interest Properties, as described in Schedule 1.1(jjj);
- (kkk) **"Transfer"** means to directly or indirectly sell, grant, assign or otherwise convey or dispose of or commit to do any of the foregoing;
- (lll) **"Transfer Request"** has the meaning ascribed in section 5.6;
- (mmm) **"Transfer Taxes and Fees"** has the meaning ascribed in section 5.5;

- (nnn) “**Transaction**” means the transaction of purchase and sale of the Purchased Assets contemplated herein;
- (ooo) “**TSX-V**” means the TSX Venture Exchange;
- (ppp) “**TSX-V Approvals**” means all of the final approvals required by Druk and/or QMX of the TSX-V for the transactions contemplated in this Agreement, including, but not limited to, the Qualifying Transaction, the issue of the Purchase Price Shares to QMX and the Concurrent Financing;
- (qqq) “**Underlying Agreements**” means an agreement pursuant to which a third party has an interest in the Purchased Properties, all of which are set out in Schedule 1.1(qqq);
- (rrr) “**Work in Progress**” means all work in progress relating to the Purchased Properties;
- (sss) “**Xstrata**” means Xstrata Canada Corporation;
- (ttt) “**Xstrata Agreement**” means the asset purchase agreement between Xstrata Canada Corporation - Xstrata Copper Canada Division and QMX made as of March 28, 2011, as amended by Amendment No. 1 dated July 29, 2011; and
- (uuu) “**Xstrata JV Agreement**” means the joint venture agreement dated July 29, 2011 between Xstrata Canada Corporation - Xstrata Copper Canada Division and QMX governing the joint exploration, evaluation and development of the West Ansil project located in Rouyn-Noranda, Quebec.

1.2 Headings

The division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular article, section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to articles and sections are to articles and sections of this Agreement.

1.3 Extended Meanings

In this Agreement, words importing the singular number only include the plural and *vice versa*, words importing gender include all genders and word importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, corporations, states, governments and governmental entities. Any reference to books, records or other information means books, records or other information in any form including paper, electronically shared data, magnetic media, film or microfilm.

1.4 Schedules

The following are the Schedules annexed hereto and incorporated herein by reference and deemed to be part hereof:

Schedule	1.1(f) - Assumed Liabilities
Schedule	1.1(q) - Controlled Properties
Schedule	1.1(dd) - Here Property

Schedule	1.1(ee) - Lac Monsabrais Property
Schedule	1.1(ll) - Material Contracts
Schedule	1.1(pp) - Noranda Properties
Schedule	1.1(iii) - Third Party Interest Properties
Schedule	1.1(ooo) - Underlying Agreements
Schedule	2.3(d) - Form of Equity Participation and Nomination Rights Agreement
Schedule	2.4 - Third Party Consents
Schedule	3.1(n)(iv) - Form of Pooling Agreement
Schedule	3.1(n)(viii) - Employment Agreements
Schedule	4.1(n) - List of Employees
Schedule	7.1 - List of Employees

2. PURCHASE AND SALE

2.1 Closing

The completion of the purchase and sale of the Purchased Assets shall be completed on a Business Day as determined by mutual agreement between QMX and Druk in writing (the “**Closing Date**”), provided however that the Closing must occur on or before ten calendar days following the receipt of all Regulatory Approvals, including TSX-V conditional approval of the Qualifying Transaction (the “**Deadline**”).

The Parties acknowledge and agree that the closing of the Transaction must occur concurrently with the assignment by QMX to Druk and Druk’s assumption of QMX’s right, title, benefit and interest in, to and under the Xstrata Agreement, the Royalty Agreement, the Assumption and Indemnity Agreement, the Renunciation Agreement and the Xstrata JV Agreement pursuant to the Assignment Agreements and the completion of all of the transactions contemplated by the Assignment Agreements, including the execution and delivery of a deed of hypothec between Xstrata and Druk in the principal amount of \$100,000,000.

If the Closing Date has not occurred by the Deadline, then this Agreement shall terminate on the day following the Deadline whereupon the Parties shall be relieved of their respective obligations and liabilities hereunder except for any liability of a party for any breach of its obligations under Article 3, to the extent such breach resulted in the breaching party being unable by the Deadline to satisfy a condition for which it was responsible. For greater certainty, in the event that all necessary Regulatory Approvals with respect to the Qualifying Transaction are not received, then this Agreement shall terminate in accordance with the provisions set out above.

Subject to the terms and conditions hereof, the transactions contemplated herein will be closed at the Closing Time on the Closing Date at the offices of McCullough O’Connor Irwin LLP at Suite 2600, 1066 West Hastings Street, Vancouver, British Columbia, V6E 3X1 or such other place or places as may be mutually agreed upon by Druk and QMX.

2.2 Purchased Assets

Based on the terms and conditions of this Agreement, QMX hereby sells to Druk and Druk hereby purchases from QMX on the Closing Date, all of the right, title, benefit and interest of QMX in and to the following assets (the “**Purchased Assets**”), upon and subject to the terms and conditions hereof:

- (a) the mining claims listed in Schedule 1.1(pp) (the “**Noranda Properties**”);

- (b) subject to section 2.4, the mining claims and Crown mining leases listed in Schedule 1.1(iii) (the "**Third Party Interest Properties**") and all plant, buildings, structures, head frames, improvements, appurtenances, fixtures (including fixed machinery and fixed equipment), bore holes, pits, shafts, dams located on, under or forming part of the Crown mining leases which comprise part of the Third Party Interest Properties;
- (c) the Lac Monsabrais Property;
- (d) subject to section 2.4, the Minerals contained at a depth of more than 200 metres below the surface of the Controlled Properties (the "**Controlled Property Mineral Interests**") collectively with the Noranda Properties, the Third Party Interest Properties and the Lac Monsabrais Property, the "**Purchased Properties**", as described in Schedule 1.1(q);
- (e) the benefits of QMX under the Underlying Agreements as described in Schedule 1.1(ooo);
- (f) all data, records (including technical and operational reports), surveys and other information and drill core relating to the Purchased Properties that is in the possession or control of QMX or for which QMX is entitled access to pursuant to section 4.02 of the Xstrata Agreement but excluding any business, financial, accounting or tax records of QMX (the "**Purchased Data**"); and
- (g) QMX's 50% participating interest in the Xstrata JV Agreement.

For the avoidance of doubt, the Purchased Assets shall not include and Druk shall obtain no interest in the mining claims comprising the Here Property.

2.3 Purchase Price

The consideration payable by Druk to QMX on the Closing Date for the Purchased Assets shall be satisfied as follows:

- (a) a wire transfer to the account designated by QMX of an amount (the "**Outstanding Purchase Price**") equal to CDN\$5,000,000 (the "**Cash Consideration**"), subject to adjustment as provided in section 2.8:
 - (i) less CDN\$225,000 plus all accrued interest (the "**Loan Amount**") in accordance with the Loan Agreement;
 - (ii) less the costs, charges and expenses of and incidental to the negotiation, preparation, execution, delivery, administration, registering notice and publication costs of the Loan Agreement and the security registered in connection therewith, including solicitors' fees (to a maximum of CDN\$15,000 not including disbursements and taxes) (the "**Legal Fees**"); and
 - (iii) plus an amount equal to CDN\$10,463.01, which represents the pro-rata amount of the Consorem contract to be paid by Druk for the period commencing on the Closing Date and ending on February 28, 2013;
- (b) a written notice dated the Closing Date confirming that the Cash Consideration has been reduced by the Loan Amount in accordance with the Loan Agreement, that the Loan

Amount is deemed repaid in full and that the Parties obligations under the Loan Agreement are terminated effective as of the Closing Time and the security interest in favour of Druk secured by the Mortgage shall be discharged and released, releasing QMX from all obligations, liabilities, costs, claims and demands of whatever nature arising under or pursuant to the Mortgage;

- (c) subject to section 2.4, the issuance of 7,000,000 common shares of Druk from treasury registered in the name of QMX or its nominee at a deemed price of \$0.25 per share (the **"Purchase Price Shares"**);
- (d) provided QMX retains a 10% equity interest in Druk (before giving effect to the exercise, conversion or exchange of any securities exercisable for, convertible into or exchangeable for shares of Druk): (i) the granting by Druk of a first right to purchase such shares or securities convertible into or exercisable or exchangeable for shares of Druk, including convertible debt securities, in any post Qualifying Transaction financing in which QMX is legally entitled to participate as to allow QMX to maintain its then current pro-rata interest (before giving effect to the exercise, conversion or exchange of any securities exercisable for, convertible into or exchangeable for common shares of Druk); and (ii) the granting by Druk of the right to appoint on the Closing Date one person to the board of directors of Druk (the **"Board"**) in addition to the current five members of the Board, and after the Closing Date, the right to appoint one person to the Board on an annual basis, all of which is pursuant to the terms of an equity participation and nomination rights agreement (the **"Equity Participation and Nomination Rights Agreement"**) substantially in the form set out in Schedule 2.3(d).

(collectively, the **"Purchase Price"**)

2.4 Third Party Consents

QMX will use its best efforts (including the payment of money and assumption of obligations) prior to the Closing Date, and for a period of six months after the Closing Date, to obtain from the third parties each of the consents to transfer or the waivers of any rights of first refusal or first offer, all of which consents and waivers and the mining claims associated with such consents and waivers are listed in Schedule 2.4 (the **"Third Party Consents"**), to enable QMX to transfer to Druk the Underlying Agreements, the Third Party Interest Properties and such Controlled Property Mineral Interests (the **"Third Party Controlled Property Mineral Interest"**). Nothing in this Agreement will constitute an agreement to assign or an attempted assignment of any such property, agreement or interest for which a Third Party Consent has not been obtained. Druk agrees to render all reasonable assistance to QMX to obtain such Third Party Consents during the periods set out in this section 2.4.

If QMX has not obtained a Third Party Consent within six months after the Closing Date, resulting in QMX being unable to transfer a Third Party Interest Property or a Third Party Controlled Property Mineral Interest (any such property, an **"Affected Property"**) and the Affected Property's associated Underlying Agreement to Druk, and QMX has used its best efforts to obtain such Third Party Consent, then:

- (a) QMX shall hold such Affected Property and Underlying Agreement in trust for the benefit of Druk for a period of time not to exceed eighteen months after the Closing Date, during which period QMX agrees to take all action necessary to maintain the Affected Property valid and in good standing, free of all Encumbrances, abide by all terms of the applicable Underlying Agreement, be solely responsible towards the counterparties of

such Underlying Agreement (and will indemnify Druk and any of its officers, directors, employees and agents and those of its Affiliates) for any such breach of such Underlying Agreement or any damage, injuries or claims related to QMX's activity on such Affected Property and promptly inform Druk of any occurrence or non-occurrence that is likely to affect the validity or good standing of such Affected Property. During such period, QMX will continue to use its best efforts to obtain the applicable Third Party Consent;

- (b) where Druk has indicated to QMX (either before or after the execution of a Third Party Consent) that it is unwilling or unable to abide by any conditions or terms of, a Third Party Consent, such Affected Property will not be transferred to Druk and Druk will not be required to pay any amount or issue any Purchase Price Shares to QMX in connection with such Third Party Consent; and
- (c) at the end of the eighteen-month period referred to in section 2.4(a), the Affected Property and the applicable Underlying Agreement (insofar as it concerns the Affected Property) will cease to constitute a part of the Purchased Properties and QMX will have no further obligation to transfer such Affected Property and the Underlying Agreement (insofar as it concerns the Affected Property) to Druk.

If a third party exercises its right of first refusal or offer with respect to an Affected Property pursuant to the terms of an Underlying Agreement and such exercise is with respect to all of the Affected Property, then the Affected Property and the applicable Underlying Agreement will cease to constitute a part of the Purchased Property and QMX will have no further obligation to transfer such Affected Property and Underlying Agreement (insofar as it concerns the Affected Property) to Druk.

If a third party provides a Third Party Consent but exercises its right of first refusal or offer pursuant to the terms of an Underlying Agreement with respect to a portion of the Affected Property, then Druk will have the sole discretion to determine whether it will purchase from QMX the balance of the claims comprising the Affected Property and the applicable Underlying Agreement (insofar as it concerns the Affected Property).

2.5 Escrow of Purchase Price Shares

Druk will issue all of the Purchase Price Shares on the Closing Date and QMX acknowledges that all of the Purchase Price Shares will be placed in escrow with the Escrow Agent and will be subject to the Escrow Agreement. QMX and Druk acknowledge that the Purchase Price Shares shall be released as prescribed in this Agreement and by the policies of the TSX-V.

Subject to section 2.6, the Parties hereby agree that Druk will release the following Purchase Price Shares to QMX on receipt by Druk of the following Third Party Consents (each as described in Schedule 2.4) and all instruments as may be necessary or reasonably requested by Druk to effectively transfer to Druk good and marketable title to the Affected Property and the Underlying Agreement (insofar as it concerns the Affected Property) which is the subject of the Third Party Consent, including any notices in respect of the Controlled Properties to be registered on title, provided however that such consent enables QMX to transfer to Druk all of the applicable Affected Property and Underlying Agreement:

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

Notwithstanding the above, if a Third Party Consent does not enable QMX to transfer all of the applicable Affected Property and Underlying Agreement to Druk, then, provided that Druk agrees in writing to the transfer of the balance of the claims comprising the applicable Affected Property and the Underlying Agreement (in so far as it concerns the Affected Property), then the Purchase Price Shares to be issued to QMX pursuant to this section 2.5 will be reduced so that the number of Purchase Price Shares issued to QMX is equal to, on a percentage basis, the percentage of claims comprising the entire package of claims for which the applicable Third Party Consent has been obtained.

Druk will not be required to issue fractional Purchase Price Shares and if any fractional interest in such shares would be issuable the number of such shares will be rounded down to the next whole number of such shares and Druk will not be required to make any payment in lieu of delivering any certificates for such fractional interest.

For the Common Shares to be released to QMX in connection with the above Third Party Consents, Druk and QMX agree to execute and deliver to the Escrow Agent a joint mutual direction, the form of which is attached as a schedule to the Escrow Agreement, which will state the number of Purchase Price Shares to be released to QMX.

If the Escrow Agent has not received a joint mutual direction from Druk and QMX on or before the date that is 18 months following the Closing Date directing the Escrow Agent to release all or a portion of the Purchase Price Shares to QMX, then the Escrow Agent will, as soon as practicable after such 18-month period, return the balance of the Purchase Price Shares to Druk for return to Druk's treasury..

2.6 Payments for Third Party Consents

Any costs or expenses incurred in order to obtain a Third Party Consent shall be the sole responsibility of QMX, provided however that Druk may pay any such costs or expenses in order to obtain such Third Party Consent. If Druk pays any such costs or expenses to obtain a Third Party Consent, QMX agrees that the number of applicable Purchase Price Shares to be issued to QMX pursuant to section 2.5 will be reduced by such number of shares which is equal to the aggregate amount paid by Druk to obtain such Third Party Consent divided by \$0.25.

2.7 Elections

Druk and QMX will concurrently with the execution of this Agreement, jointly execute elections, in prescribed form and containing the prescribed information, to have subsection 167(1.1) of the *Excise Tax Act* (Canada) and section 75.1 of *An Act respecting the Québec sales tax* (Québec) apply to the sale and purchase of the Purchased Assets hereunder. Druk will file such elections with the Minister of National Revenue and the Ministère du Revenu du Québec within the times and in the forms prescribed by the *Excise Tax Act* (Canada) and *An Act respecting the Québec sales tax* (Québec), respectively, and provide QMX within one month of the filing of such elections with a photocopy of FP-2044-V as will have been filed by registered mail to the Ministère du Revenu du Québec.

2.8 Adjustments

The Outstanding Purchase Price to be paid at Closing shall be reduced by an amount equal to CDN\$200,000 (the "Holdback"), which QMX acknowledges and agrees is an estimate of the cost value of the Work in Progress incurred on or before the Closing Date. QMX acknowledges and agrees that Druk may deduct any amount from the Holdback, acting reasonably in good faith, prior to paying the Holdback to QMX to satisfy any amounts due to third parties for Work in Progress or to Employees or former employees incurred on or before the Closing Date. On the date that is 90 days following the Closing Date, subject to receipt by Druk of evidence that all amounts due to third parties for Work in Progress incurred on or before the Closing Date have been paid in full, Druk will pay the Holdback, or portion remaining, to QMX by way of bank draft, certified cheque or wire transfer.

2.9 Liabilities and Release

Druk will assume the Assumed Liabilities as at the Closing Time and indemnify and release QMX from and against all liabilities or indebtedness of or in relation to the Assumed Liabilities from and after the Closing Time. Druk will not assume any other liabilities or indebtedness of or in relation to the Purchased Assets, other than expressly set forth in this section 2.9. QMX will remain responsible and will pay, satisfy, assume, discharge, fulfil and indemnify Druk against all liabilities or indebtedness of the Purchased Assets up to the Closing Time other than the Assumed Liabilities, but including, without limiting the generality of the foregoing:

- (a) any liability with respect to real property owned or leased by QMX including, without limitation, any environmental liability;
- (b) any revolving credit or term loan agreement or other financing with any bank, financial institution or equipment seller entered into by QMX; and
- (c) any liability for damages, penalties, fines or other claims relating to the operation of the Purchased Properties prior to Closing.

3. CONDITIONS

3.1 Conditions for the benefit of Druk

The sale by QMX and the purchase by Druk of the Purchased Assets is subject to the following conditions, which are for the exclusive benefit of Druk and which are to be performed or complied with at or prior to the Closing Time:

- (a) the representations and warranties of QMX set forth in section 4.1 will be true and correct in all material respects and for this purpose all materiality qualifications in such representations and warranties will be disregarded at the Closing Time with the same force and effect as if made at and as of such time;
- (b) QMX will have performed or complied with all of the obligations and covenants of this Agreement to be performed or complied with by QMX at or prior to the Closing Time;
- (c) no event will have occurred or condition or state of facts of any character will have arisen and no legislation (whether by statute, rule, regulation, by law or otherwise) will have been introduced or proposed nor any policy announced by any Government Authority which, in the reasonable opinion of Druk, could reasonably be expected to have a

material adverse effect upon the financial condition, business, operations or assets of QMX;

- (d) Druk will have completed its due diligence and investigations of the Purchased Assets to its sole satisfaction;
- (e) the Regulatory Approvals, including the TSX-V Approvals, will have been obtained;
- (f) all shareholder approvals of Druk shall have been obtained, if necessary;
- (g) other than the Third Party Consents, all third party consents, waivers and notifications required to be obtained or delivered, as applicable, in order to carry out the transactions contemplated hereby in compliance with all agreements binding upon the Parties hereto will have been obtained or delivered, as applicable;
- (h) Druk will have received from the subscribers to the Concurrent Financing gross subscription proceeds in an amount equal to or greater than the Outstanding Purchase Price;
- (i) at, or prior to the Closing Time, all of the Release Conditions to completion of the Concurrent Financing will have been satisfied;
- (j) QMX will not be in breach of any material terms of the Loan Agreement;
- (k) Druk will have completed a technical report compliant with National Instrument 43-101, which report shall have been accepted by all applicable securities commissions and the TSX-V;
- (l) no action or proceeding in Canada will be pending or threatened by any person to enjoin, restrict, prohibit or encumber the sale and purchase of the Purchased Assets contemplated hereby;
- (m) the form and legality of all matters incidental to the sale by QMX and the purchase by Druk of the Purchased Assets will be subject to the approval of Druk's counsel, acting reasonably;
- (n) Druk will have received from QMX the following closing documentation:
 - (i) all documents and instruments necessary to transfer to Druk good and marketable title to the Purchased Assets and any Affected Property for which a Third Party Consent has been obtained;
 - (ii) a certified copy of a resolution of the directors of QMX approving the transfer of the Purchased Assets, this Agreement, the Assignment Agreements, the Pooling Agreement, the Equity Participation and Nomination Rights Agreement, the Escrow Agreement and all transactions contemplated by this Agreement;
 - (iii) a certificate signed by an officer of QMX certifying that the requirements in 3.1(a), (b) and (e) have been complied with;

- (iv) a pooling agreement (the “**Pooling Agreement**”) to be dated as of the Closing Date substantially in the form set out in Schedule 3.1(n)(iv), which shall include restrictions that QMX will not, without Druk’s express written consent, sell or transfer more common shares of Druk, beneficially owned by QMX or acquired by QMX after the date hereof, 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; andthat QMX shall agree to vote any common shares of Druk then held according to the reasonable recommendations of management of Druk at any annual general or special meeting of the shareholders of Druk, duly executed by QMX;
- (v) a notice that can be registered on title to each Controlled Property notifying of Druk’s interest in the Minerals below 200 metres below the surface, for which either: (i) a Third Party Consent has been obtained; or (ii) no Third Party Consent was required to be obtained, duly executed by QMX;
- (vi) the Equity Participation and Nomination Rights Agreement to be dated as of the Closing Date, duly executed by QMX;
- (vii) an up-to-date list of Employees as at the Closing Time certified complete by a senior officer of QMX;
- (viii) all Employment Agreements, written or oral, as set forth in Schedule 3.1(n)(viii);
- (ix) copies of all correspondence between QMX and third parties in connection with the Third Party Consents, including the Transfer Requests (as defined below);
- (x) the Purchased Data and a description of any Retained Purchased Data (as defined below);
- (xi) the Escrow Agreement and any other escrow agreement required to be entered into pursuant to the policies of the TSX-V, duly executed by QMX; and
- (xii) an updated list of all properly incurred work expenditures as required under the *Mining Act* (Quebec) spent by QMX on or with respect to the exploration activities on the Purchased Properties as of the Closing Date.

3.2 Conditions for the Benefit of QMX

The sale by QMX and the purchase by Druk of the Purchased Assets is subject to the following conditions, which are for the exclusive benefit of QMX and which are to be performed or complied with at or prior to the Closing Time:

- (a) the representations and warranties of Druk set forth in section 4.2 will be true and correct in all material respects and for this purpose all materiality qualifications in such

representations and warranties will be disregarded at the Closing Time with the same force and effect as if made at and as of such time;

- (b) Druk will have performed or complied with all of the obligations and covenants of this Agreement to be performed or complied with by Druk at or prior to the Closing Time;
- (c) no event will have occurred or condition or state of facts of any character will have arisen and no legislation (whether by statute, rule, regulation, by law or otherwise) will have been introduced or proposed nor any policy announced by any Government Authority which, in the reasonable opinion of QMX, could reasonably be expected to have a material adverse effect upon the financial condition, business, operations or assets of Druk
- (d) the Regulatory Approvals, including the TSX-V Approvals, shall have been obtained;
- (e) Druk will have taken all corporate steps necessary such that, immediately after the Closing, the Board will be comprised of six directors, one of whom will be nominated by QMX and acceptable to Druk, acting reasonably, and the TSX-V;
- (f) no action or proceeding in Canada will be pending or threatened by any person to enjoin, restrict or prohibit the sale and purchase of the Purchased Assets contemplated hereby;
- (g) the form and legality of all matters incidental to the sale by QMX and the purchase by Druk of the Purchased Assets will be subject to the approval of QMX's counsel, acting reasonably;
- (h) QMX will have received on the Closing Date from Druk the following closing documentation:
 - (i) wire transfer payable to QMX for an amount equal to the Outstanding Purchase Price;
 - (ii) the written confirmation regarding the Loan Amount and the Loan Agreement as contemplated in section 2.3(b);
 - (iii) share certificates representing the Purchase Price Shares issued pursuant to section 2.4(a) registered in the name of QMX or its nominee, which shares will be placed in escrow pursuant to the Escrow Agreement;
 - (iv) certified copy of the resolutions of the board of directors of Druk approving this Agreement, the Concurrent Financing, the Assignment Agreements, the Pooling Agreement, the Equity Participation and Nomination Rights Agreement, the Escrow Agreement and all transactions contemplated by this Agreement;
 - (v) a certificate signed by an officer of Druk certifying that the requirements in 3.2(a), (b) and (d) have been complied with;
 - (vi) the Equity Participation and Nomination Rights Agreement, duly executed by Druk; and
 - (vii) the Pooling Agreement, duly executed by Druk;

- (viii) the Escrow Agreement and any other escrow agreement required to be entered into pursuant to the policies of the TSX-V, duly executed by Druk; and
- (ix) the Employees shall have received offers of employment from Druk in accordance with the provisions set out in section 7 hereof.

3.3 Waiver of Condition

Druk, in the case of a condition set out in section 3.1, and QMX, in the case of a condition set out in section 3.2, will have the exclusive right to waive the performance or compliance of such condition in whole or in part and on such terms as may be agreed upon without prejudice to any of its rights in the event of non-performance of or non-compliance with any other condition in whole or in part. Any such waiver will not constitute a waiver of any other conditions in favour of the waiving party. Such waiving party will retain the right to complete the purchase and sale of the Purchased Assets herein contemplated and sue the other party in respect of any breach of the other party's covenants, obligations or any inaccuracy or misrepresentation in a representation or warranty of the other party which gave rise to the non-performance of or non-compliance with the condition so waived.

4. REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of QMX

QMX hereby represents and warrants to Druk as follows:

- (a) QMX is a corporation duly formed, organized and subsisting under the laws of the Province of Ontario;
- (b) it has the capacity to enter into and to perform its obligations under this Agreement and the Transaction, all the corporate or other action required to be taken in order to permit QMX to enter into and perform its obligations under this Agreement have been properly and validly taken; and all approvals, if any, required to be obtained for such purposes have been obtained and remain in effect;
- (c) it shall not breach any other agreement or arrangement by entering into or performing this Agreement and is not in material breach of any such other agreement or arrangement pertaining to the Purchased Assets;
- (d) other than the Third Party Consents, no third party consents, waivers are required to be obtained and no notifications are required to be delivered in order to carry out the transactions contemplated hereby;
- (e) it has delivered or has caused to be delivered the Transfer Requests (as defined below) to each third party that is required to provide its Third Party Consent and has provided Druk with evidence of such deliveries;
- (f) this Agreement has been duly executed and delivered by it and is valid, binding and enforceable against it in accordance with its terms;
- (g) Schedule 2.4 contains a complete and accurate list of all Third Party Consents, and the mining claims subject to the Third Party Consents, to enable QMX to transfer to Druk the Underlying Agreements, the Third Party Interest Properties and Third Party Controlled

Property Mineral Interests as are subject to rights of first refusal or first offer or transfer restrictions pursuant to the Underlying Agreements;

- (h) all of the Purchased Properties are in good standing and there is no contract, option or any other right of another binding upon or which at any time in the future may become binding upon QMX to sell, transfer, assign, pledge, charge, mortgage or in any other way dispose of or Encumber the Purchased Assets or any part thereof other than pursuant to the provisions of this Agreement and the Underlying Agreements;
- (i) it has not performed any act to alienate or encumber the Purchased Assets, nor has it omitted to perform any act that would be required to be performed by it to keep the Purchased Assets in good standing;
- (j) to the best of its knowledge, there is no claim, suit, action, litigation, arbitration or governmental proceeding in progress, pending or threatened against or relating to the Purchased Assets, or which prevents or which seeks to prevent the completion of the Transaction;
- (k) all work carried out by QMX on the Purchased Properties has been carried out in compliance with all Applicable Laws, including environmental laws, and QMX has not received any notice of any breach of any such law;
- (l) no case has been commenced or is threatening to be commenced against it under any applicable bankruptcy, insolvency or other similar law of any jurisdiction now or hereafter in effect;
- (m) QMX is not a non-resident person within the meaning of section 116 of the *Income Tax Act* (Canada);
- (n) the list of employees set out in Schedule 4.1(n) is a complete and accurate list of all the employees employed by QMX in connection with the Purchased Properties (the “Employees”) as at the date hereof and includes an accurate description of the compensation (including bonuses), vacation entitlement, position, benefits, date of hire, age, disability status, severance entitlements that are in addition to any statutory requirement under Quebec law, any change of control provisions, and working location of each such employee, and whether any of them has signed a written employment contract. No employees employed by QMX in connection with the Purchased Properties will have their employment terminated by QMX under the contemplated transactions;
- (o) except as set forth in Schedule 3.1(n)(viii), QMX is not a party to or bound by any contract or requirements of Applicable Law in respect of any Employee, including any contract for the employment or statutorily required re-employment of any Employee and termination or severance agreements with Employees (the “Employment Agreements”);
- (p) no Employee is on long-term disability leave, extended absence or receiving benefits from any Government Authority;
- (q) as it relates to any Employee, QMX is not a party to or bound by either directly or by operation of Applicable Law, any collective bargaining agreement, labour contract, letter of understanding, letter of intent, voluntary recognition agreement or legally binding commitment or written communication to any labour union, trade union or employee

organization or group which may qualify as a trade union in respect of or affecting Employees or independent contractors nor is QMX subject to any union organisation effort;

- (r) QMX is not currently engaged in any labour negotiation as it relates to any of the Employees;
- (s) QMX is not a party to any application, complaint or other Legal Proceeding relating to Employees;
- (t) none of the Employees has indicated to Druk that he, she or it intends to resign, retire or terminate his, her or its engagement with QMX as a result of the transactions contemplated by this Agreement or otherwise;
- (u) QMX is in compliance with all Applicable Laws respecting employment, employment practices and standards, terms and conditions of employment, wages and hours, occupational health and safety, human rights, labour relations, pay equity and workers' compensation;
- (v) QMX has furnished to Druk true, correct, up-to-date and complete copies of all Employee Plans (or, where oral, written summaries of the material terms thereof) as amended as of the date hereof together with all related documentation including current and past documents and all amendments thereto and all Employee Plans have been established, registered, qualified, funded, invested and administered in accordance with, and are in good standing under, all Applicable Laws;
- (w) no amendments have been made to any Employee Plan and no improvements to any Employee Plan have been promised and no amendments or improvements to any Employee Plan will be made or promised by QMX prior to Closing;
- (x) none of the Employee Plans provides post-retirement benefits to or in respect of the Employees or to or in respect of the beneficiaries of such Employees;
- (y) all obligations regarding Employee Plans have been satisfied and there are no outstanding defaults or violations by any party thereto and no taxes, penalties or fees are owing or exigible under any of the Employee Plans;
- (z) the execution of this Agreement and the completion of the transactions contemplated hereby will not (either alone or in conjunction with any additional or subsequent events) constitute an event under any Employee Plan that will or may result in any payment (whether of severance pay or otherwise), acceleration of payment or vesting of benefits, forgiveness of indebtedness, vesting, distribution, restriction on funds, increase in benefits or obligation to fund benefits with respect to any Employee;
- (aa) to the best of its knowledge, QMX has provided to Druk all of the documents and information necessary to notify a third party in the event of an expiration of a claim or an abandonment of an interest in any Purchased Property;
- (bb) the Material Contracts constitute all of the material agreements of QMX used for the Purchased Assets; and

- (cc) for any Purchased Property that has an expiry date, as set forth in Schedule 1.1(oo), on or before 60 calendar days from the Closing Date, all renewal forms, together with the necessary supporting documentation and fees, including any penalty fees, have been delivered by QMX to the MRNF, and such renewal forms have been completed and delivered to the MRNF in compliance with the *Mining Act* (Quebec).

4.2 Representations and Warranties of Druk

Druk hereby represents and warrants to QMX as follows:

- (a) Druk is a corporation duly formed, organized and subsisting under the laws of the Province of British Columbia;
- (b) it has the capacity to enter into and to perform its obligations under this Agreement and the Transaction, all corporate or other action required to be taken in order to permit Druk to enter into and perform its obligations under this Agreement have been properly and validly taken; and all approvals, if any, required to be obtained for such purposes have been obtained and remain in effect;
- (c) it shall not breach any other agreement or arrangement by entering into or performing this Agreement;
- (d) this Agreement has been duly executed and delivered by it and is valid, binding and enforceable against it in accordance with its terms; and
- (e) to the best of its knowledge, there is no claim, suit, action, litigation, arbitration or governmental proceeding in progress, pending or threatened against or relating to, or which prevents or which seeks to prevent the completion of the Transaction.

4.3 Survival of Representations and Warranties

The representations and warranties set forth in this Article 4 shall be true and correct up to and including the Closing Date.

5. COVENANTS

5.1 Satisfaction of Closing Conditions

Each of QMX and Druk shall use all commercially reasonable efforts to ensure the satisfaction of the conditions set out in sections 3.1 and 3.2 which are within its control as promptly as possible, but in any event not later than the Closing Time.

5.2 Maintenance of Properties

QMX will take all action necessary to maintain the Purchased Properties in good standing under all Applicable Laws, free and clear of any and all Encumbrances, and promptly inform Druk of any occurrence or non-occurrence that is likely to affect the validity or good standing of any of the Purchased Properties. QMX will ensure that all fees in respect of the Purchased Properties which fall due for payment are promptly paid and that all appropriate procedures, actions and resources are exercised in order to defend and protect the Purchased Properties.

5.3 Environmental, Health and Safety

QMX will promptly inform Druk of any adverse environmental, health and safety, or community relations event or issue which is likely to affect the Purchased Properties. If any such communication is verbal, such communication shall as soon as possible thereafter be followed by a detailed written report.

5.4 Regulatory Approvals

Druk will seek the Regulatory Approvals promptly following the execution of this Agreement, and QMX will provide Druk with all necessary assistance in connection therewith.

5.5 Transfer Taxes and Fees

The Purchase Price payable by Druk to QMX hereunder does not include any applicable transfer (including land transfer), value added, excise, sales, goods or services, harmonized sales, retail sales, social services, filing and recording fees assessed by the MRNF or other similar taxes, duties or fees (collectively, "**Transfer Taxes and Fees**") payable under any Applicable Law on or with respect to the sale and purchase of Purchased Assets under this Agreement. Druk will be liable for and will pay, or will cause to be paid, all Transfer Taxes and Fees in connection with the transactions contemplated hereby. Druk will prepare and file any affidavits or returns required in connection with the foregoing at its own cost and expense. To the extent that any Transfer Taxes and Fees are paid or required to be paid by or are imposed upon QMX, Druk will reimburse, or will cause to be reimbursed, to QMX such taxes and fees within ten Business Days after the later of the date of payment of such taxes and fees by QMX or the date QMX requests such reimbursement.

5.6 Third Party Consents

On or before the Closing Date, QMX will deliver or cause to be delivered to each third party that is required to provide its Third Party Consent a written request (the "**Transfer Request**") requesting that such Third Party deliver its Third Party Consent to QMX on or before the Closing Date. Promptly following the delivery by QMX to the applicable Third Party of such Transfer Request, QMX will deliver a copy of such Transfer Request and evidence that QMX has sent the Transfer Request to the Third Party to Druk.

Following the Closing Date and for a period of 18 months after the Closing Date, QMX agrees to provide Druk with copies of all correspondence between QMX and third parties in connection with the Third Party Consents.

5.7 Preservation of Information

QMX may retain any Purchased Data (the "**Retained Purchased Data**") that it considers necessary in order to obtain, and for the sole purposes of obtaining, the Third Party Consents, provided however, that QMX provides Druk with a description of the Retained Purchased Data on the Closing Date and any other information Druk requests at any time in connection therewith. Upon receipt of a Third Party Consent, QMX agrees to promptly deliver to Druk all physical copies of the Retained Purchased Data that QMX has retained for the purposes of obtaining the applicable Third Party Consent and destroy all electronic copies of such Retained Purchased Data and any information, in any form, that is based on, contain or reflect any Retained Purchased Data regardless of the identity of the Person preparing the same, including any electronic back-ups of the foregoing in a manner that ensures the same may not be retrieved or undeleted and deliver to Druk a certificate executed by one of its duly authorized senior officers indicating that the requirements of this sentence have been satisfied in full. QMX agrees not to use any of

the Retained Purchased Data in any way to the detriment of Druk. QMX will permit Druk and its authorized representatives reasonable access to the Retained Purchased Data and to use and copy the same in connection with the Purchased Properties after the Execution Date.

5.8 Transfer of Purchased Assets

QMX shall execute such instruments and take such other actions as may be necessary or reasonably requested by Druk to vest title to the Purchased Properties in Druk. Any right, title or interest of QMX in and to the Purchased Properties (or any portion thereof) that shall not have passed to Druk shall be held by QMX in trust and as mandatory for Druk and QMX shall transfer and assign the same, and take any other action with respect thereto, as Druk may request, acting reasonably; provided that QMX shall not be required to take any action under this section 5.8 which would result in the breach of any Applicable Laws. Without limiting the generality of the foregoing, the Parties have executed concurrently with this agreement: (i) Mining Rights Transfer Applications as to all the mining titles related to Purchased Assets, Druk being authorized to file at its cost said Mining Rights Transfer Applications with the MRNF; and (ii) deeds as to all mining leases related to the Purchased Assets, Druk being authorized to file at its cost said deeds with the Real Rights of State Resources Development (the Register of State Resources) of the land register (the Registry Office).

5.9 No Shop

Each of the Parties hereto and its respective agents will not, nor will it permit any of its respective directors, officers, affiliates, employees, representatives or agents (including and without limitation, investment bankers, attorneys and accountants) directly or indirectly to, solicit, discuss, encourage or accept any offer for the purchase of such party or the business or the assets of such party, whether as a primary or backup offer, or take any other action with the intention or reasonable foreseeable effect of leading to any commitment or agreement to sell such party or business or the assets of such party. In addition, each of the Parties will conduct its respective operations according to its ordinary and usual course of business consistent with past practices and will not enter into any material transactions or incur any material liabilities without obtaining the consent of the other party hereto, which consent will not be unreasonably held or delayed. Notwithstanding the foregoing, nothing herein will restrict the Parties hereto from taking such actions as may be required in order to discharge their obligations pursuant to applicable corporate laws.

5.10 Lease

QMX acknowledges that it is the sole owner of certain property located at 1876, 3rd Avenue, Val-d'Or, Quebec, J9P 7A9 (the "**QMX Property**"). QMX acknowledges and agrees that Druk shall have the on-going right of first offer with respect to the QMX Property, any portion thereof or any interest therein from time to time. If QMX wishes to Transfer, lease or otherwise deal with title to the QMX Property, any portion thereof or any interest therein it shall first give written notice (the "**Offer Notice**") to Druk. The Offer Notice must set out a description of the proposed transaction, the price payable, the name and address of the proposed purchaser or lessee and all material terms and conditions upon which such transaction shall take place and which QMX is prepared to accept. Druk will have a period of 30 days following receipt of such notice to notify QMX that it wishes to purchase or lease, as applicable, the QMX Property in accordance with the offer terms. Druk's failure at any time to exercise its option under this section shall not affect the continuance of Druk's rights and options under this section.

Within 30 days following the Closing Date, each of the Parties agrees to negotiate in good faith in order to agree to the terms of a mutually satisfactory lease or rental agreement of the QMX Property, with due regard to the competitive terms and conditions then representative for any such transaction between arm's

length parties. The Parties agree that there is no obligation on the part of the Parties to enter into a Lease and if the Parties do not agree to enter into a Lease, then no Party will have any liability or further obligation to the other Party. Either Party shall be entitled to terminate discussions with the other Party with respect to the Lease at any time.

5.11 Material Contracts

Not less than 5 Business Days prior to Closing, QMX will provide to Druk an updated list of all material agreements relating to the Purchased Assets and Druk may elect (a) to assume any one or more of such agreements, in which case such agreements will be deemed to be Material Contracts for all purposes hereunder; or (b) not to assume any one or more of such agreements in which case such specified agreements will either be cancelled by QMX or completed by QMX at QMX's cost. QMX will advise Druk, in writing, of any material agreements relating to Purchased Assets entered into between the date of this Agreement and Closing.

5.12 Notifications

QMX will also use its best efforts to obtain for Druk any information reasonably requested from Druk in connection with the notification of a third party in the event of an expiration of a claim or an abandonment of an interest in any Purchased Property, including without limitation, the name, most recent address and contact information of the third party to be notified and the required notification period.

6. INDEMNIFICATION AND OTHER REMEDIES

6.1 Indemnities

The Parties hereby agree to provide for the following indemnities:

- (a) QMX hereby agrees to indemnify and save Druk harmless from and against any Claims arising out of or based upon any breach by QMX of any material representation, warranty, covenant or agreement made by QMX in this Agreement; and
- (b) Druk hereby agrees to indemnify and save QMX harmless against any Claims arising out of or based upon any breach by Druk of any material representation, warranty, covenant or agreement made by Druk in this Agreement.

6.2 Adverse Intervening Entries

QMX shall indemnify and hold Druk harmless from and against any and all Claims in respect of, as a result of, or arising out of, registrations or filings at the applicable land register or with the *Ministère des Ressources naturelles*, adverse in interest to Druk's title in and to the Purchased Properties or any material part thereof and intervening between the Closing Date and the date of registration of the surface and mining titles for the Purchased Properties.

6.3 No Consequential Damages

Neither Party shall have any liability or responsibility for or in respect of any indirect or consequential damages incurred by the other Party, as a result of any Claim against such first Party, as applicable, for the breach of any covenant, representation, warranty or agreement of such first Party contained in this Agreement.

7. EMPLOYEES

7.1 Transfer of Employment

Druk agrees that it will offer employment to all of the Employees prior to the Closing Date, such offers to be effective as of the Closing Date. Druk will provide all of the Employees, except those listed in Schedule 7.1, with employment conditions and benefits on comparable terms, as to conditions, remuneration and benefits (including vacation entitlement) as presently enjoyed by such Employees, taking into account the market conditions and the size and overall structure of Druk, with participation to be effective as of the commencement of business on the Closing Date. Druk acknowledges and agrees that the terms and conditions of the employment of the Employees shall also include terms and conditions required under the laws of the Province of Quebec and that it will comply with all Applicable Law with respect to the employment and termination of any Employee.

7.2 Certain Obligations Respecting Employees

Druk and QMX agree that:

- (a) QMX shall be responsible for and, shall pay to the Employees and indemnify Druk with respect to all amounts for salaries, wages, overtime, sick leave pay, vacation pay, bonuses, commissions, incentive payments and other like payments accruing or payable to the Employees for any period prior to Closing;
- (b) Druk shall be responsible for and shall pay to the Employees who accept Druk's offer of employment and indemnify QMX in respect of all amounts for salaries, wages, overtime, sick leave pay, vacation pay, bonuses, commissions, incentive payments and other like payments and payable to any Employees who accept Druk's offer of employment for any period after Closing; and
- (c) in the event an Employee does not accept Druk's offer of employment, to the extent that any severance pay or future compensation is due to such Employee such severance pay or compensation shall be the sole responsibility of QMX.

8. CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS

8.1 General

Each Party shall treat confidentially and not disclose, and shall cause each of its Representatives to treat confidentially and not disclose, other than expressly contemplated in this Agreement, any Confidential Information of the other Party. Either Party may disclose Confidential Information only of Representatives who need to know such Confidential Information for the purpose of implementing the transaction contemplated by this Agreement. Neither Party shall use, nor permit its Representatives to use, Confidential Information for any other purpose nor in any way that is, directly or indirectly, detrimental to the other Party.

If either Party or any of its Representatives receives a request or is legally required to disclose all or any part of the Confidential Information, such Party shall: (a) immediately notify the other Party of the request or requirements; (b) consult with the other Party on the advisability of taking legally available steps to resist or narrow the request or lawfully avoid the requirement; and (c) if requested by the other Party, take all necessary steps to seek a protective order or other appropriate remedy. If a protective order or other remedy is not available, or if the other Party waives compliance with the provisions of this

section 8.1: (i) the Party receiving the request for disclosure or its Representatives, as the case may be, may disclose to the Person requiring disclosure only that portion of the Confidential Information which such Party is advised by written opinion of counsel is legally required to be disclosed, and (ii) such Party shall not be liable for such disclosure unless such disclosure was caused by or resulted from a previous disclosure by such Party or its Representatives not permitted by this Agreement.

Following the termination of this Agreement in accordance with the provisions of this Agreement, each Party shall (and shall cause each of its representatives to): (a) return promptly to the other Party all physical copies of the Confidential Information, excluding Notes, then in such Party's possession or in the possession of its Representatives; (b) destroy all (i) electronic copies of the Confidential Information, and (ii) Notes (including electronic copies thereof) prepared by such Party or any of its Representatives including any electronic back-ups of the foregoing in a manner that ensures the same may not be retrieved or undeleted by such Party or any of its Representatives, and (c) deliver to the other Party a certificate executed by one of its duly authorized senior officers indicating that the requirements of this sentence have been satisfied in full.

8.2 Public Announcements

The Parties shall use all reasonable efforts to ensure that public announcements or reports (including press releases) by any Party (the "**Reporting Party**") of any information relating to this Agreement or the Purchased Assets (whether given to stock exchanges or otherwise) shall be made on the basis of agreed texts approved in good faith in advance of issuance by the other Party. The Reporting Party accordingly agrees with the other Party that it shall, in advance of reporting to a stock exchange or to other authorities having jurisdiction, or in other similar circumstances, endeavour to advise the other Party of the text of the proposed report and provide the other party with the opportunity to make comments upon and changes to the form and content thereof before the same is issued. Such comments or changes, as the case may be, shall be communicated to the Reporting Party within a reasonable time having due regard to the urgency of the announcement but, in any event, not later than 24 hours after its communication to the other Party.

8.3 Duration of Confidentiality

The provisions of this Article 8 shall terminate two years following the date first above written.

9. GENERAL

9.1 Benefit of the Agreement

This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties.

9.2 Assignment

Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any Party without the prior written consent of the other Party.

9.3 Amendments

No modification of or amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the Parties and no waiver of any breach of any term or provision of this Agreement will be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

9.4 Waiver

No failure on the part of any Party to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

9.5 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties with respect thereto, including the LOI. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory between the Parties in respect of the subject matter hereof other than as expressly set forth in this Agreement including, without limitation, the Letter Agreement. In the event of any conflict between this Agreement and the Schedules attached hereto, the terms and conditions of this Agreement shall prevail and govern.

9.6 Severability

If any term, part or provision of this Agreement is declared unenforceable, illegal or in conflict with any laws to which this Agreement and the Transaction are subject, such term, part or provision shall be considered severed from this Agreement, the remaining portions thereof shall not be affected and this Agreement shall be construed and enforced as if it did not contain that term, part or provision.

9.7 Further Assurances

Each Party will from time to time, upon the request of the other, execute and deliver all such further documents and instruments and do all such acts and things as the other Party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement, including without limitation, any documents required to comply with securities or stock exchange requirements.

9.8 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 in writing and will be sufficiently given or sent or delivered if it is:

- (a) delivered personally to such party or to an officer or director of such party, as applicable, or
- (b) sent to the party entitled to receive it by registered mail, postage prepaid, mailed in Canada, or
- (c) sent by facsimile or email.

Notices will be sent to the following addresses or telecopy numbers:

- (i) in the case of QMX

QMX Gold Corporation
65 Queen Street West, Suite 815, P.O. Box 75
Toronto, Ontario, M5H 2M5

Attention: Francois Perron


(ii) in the case of Druk:

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

Attention: Kelly Klatik


with a copy to,

McCullough O'Connor Irwin LLP
2600- 1066 West Hastings Street
Vancouver, British Columbia, V6E 3X1

Attention: Lesley Hobden


or to such other address or facsimile number as the party entitled to or receiving such notice, designation, communication, request, demand or other document, by a notice given in accordance with this section, has communicated to the party giving or sending or delivering such notice, designation, communication, request, demand or other document.

Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid will:

- (a) if delivered as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery;
- (b) if sent by mail as aforesaid, be deemed to have been given, sent, delivered and received (but not actually received) on the fourth Business Day following the date of mailing, unless at any time between the date of mailing and the fourth Business Day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case it will be deemed to have been given, sent, delivered and received in the ordinary course of the mails, allowing for such discontinuance or interruption of regular postal service; and
- (c) if sent by email or facsimile, be deemed to have been given, sent, delivered and received on the date the sender receives the facsimile or email answer back confirming receipt by the recipient.

9.11 Counterparts

This Agreement may be executed in any number of counterparts and, following execution and delivery of such a counterpart by each party, each of such counterparts will constitute an original executed copy hereof copy hereof and all such counterparts, taken together, will constitute one and the same document.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Execution Date.

QMX GOLD CORPORATION

DRUK CAPITAL PARTNERS INC.

Per:



Duly Authorized Officer

Per: _____

Duly Authorized Officer

9.11 Counterparts

This Agreement may be executed in any number of counterparts and, following execution and delivery of such a counterpart by each party, each of such counterparts will constitute an original executed copy hereof copy hereof and all such counterparts, taken together, will constitute one and the same document.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Execution Date.

QMX GOLD CORPORATION

DRUK CAPITAL PARTNERS INC.

Per: _____
Duly Authorized Officer

Per: 
Duly Authorized Officer

Schedule 1.1(f)
Assumed Liabilities

1. All liabilities as set out in the Asset Purchase Agreement dated March 28, 2011, as amended on July 29, 2011, entered into between Xstrata Canada Corporation – Xstrata Copper Canada Division and QMX Gold Corporation (formerly Alexis Minerals Corporation).
2. Royalty Agreement dated July 29, 2011 entered into between Xstrata Canada Corporation – Xstrata Copper Canada Division and QMX Gold Corporation (formerly Alexis Minerals Corporation).
3. The Underlying Agreements
4. Consorem Agreement [REDACTED]

Schedule 1.1(q)
Controlled Properties

[Attached]

PART 3
ALEXIS MINERALS CORPORATION - Xstrata PQ Property Holdings
Controlled properties

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
------------------	----------------	----------	------------------	-------------	---------	----------	-------------

GROUP A : Noranda 100%

Home Mines Ltd controlled Property ; 7 Mining Concessions

Xstrata Canada Corporation (81396) (responsible)

MC	148	ROUYN	6,430.55	-	-	183.73	Jan 31, 2013
MC	171	ROUYN	977.20	-	-	27.92	Jan 31, 2013
MC	235	ROUYN	7,081.90	-	-	202.34	Jan 31, 2013
MC	243	ROUYN	7,871.50	-	-	224.90	Jan 31, 2013
MC	372	ROUYN	843.85	-	-	24.11	Jan 31, 2013
MC	156PTB	ROUYN	6,718.60	-	-	191.96	Jan 31, 2013
MC	163PTA	ROUYN	7,294.35	-	-	208.41	Jan 31, 2013
	7		37217.95	-	-	1063.37	

Lac Rouhier controlled Property ; 3 claims

Xstrata Canada Corporation (81396) (responsible)

CDC	1102833	ROUYN	1,800.00	-	53.00	32.57	Oct 16, 2014
CDC	1102834	ROUYN	1,800.00	-	53.00	31.40	Oct 16, 2014
CDC	1102835	ROUYN	1,800.00	-	53.00	30.82	Oct 16, 2014
	3		5,400.00	-	159.00	94.79	

Mines Gallen controlled Property ; 3 Mining Concessions

Xstrata Canada Corporation (81396) (responsible)

MC	0345PTB	DUFRESNOY	2,326.45	-	-	193.04	Jan 31, 2013
MC	0359PTB	DUFRESNOY	2,827.30	-	-	80.78	Jan 31, 2013
MC	398	DUFRESNOY	6,756.40	-	-	66.47	Jan 31, 2013
	3		11,910.15			340.29	

Nord Tromac controlled Property ; 2 claims

Xstrata Canada Corporation (81396) (responsible)

CDC	0005038	DUFRESNOY	1,800.00	-	53.00	42.39	Oct 15, 2013
CDC	0005039	DUFRESNOY	1,800.00	-	53.00	42.40	Oct 15, 2013
	2		3,600.00	-	106.00	84.79	

Waite Amulet controlled Property ; 3 Mining Concessions

Xstrata Canada Corporation (81396) (responsible)

MC	173	DUFRESNOY	11,841.20	-	-	338.32	Jan 31, 2013
MC	186	DUFRESNOY	2,861.25	-	-	81.75	Jan 31, 2013
MC	321	DUFRESNOY	4,978.05	-	-	142.23	Jan 31, 2013
	3		19,680.50	-	-	562.30	

Waite Amulet East controlled Property ; 1 claim

Xstrata Canada Corporation (81396) (responsible)

CDC	1103945	DUFRESNOY	750.00	-	27.00	11.73	Oct 28, 2014
	1		750.00	-	27.00	11.73	

GROUP B : Inmet Agreement

Inmet Dupresnoy controlled Property ; 10 claims

Xstrata Canada Corporation (81396) (responsible)

CL	2626361	DUFRESNOY	1,000.00	-	27.00	18.51	Feb 05, 2015
CL	2626362	DUFRESNOY	1,000.00	-	27.00	22.00	Feb 05, 2015

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
CL	2626363	DUFRESNOY	1,000.00	-	27.00	16.00	Feb 05, 2015
CL	2626364	DUFRESNOY	1,000.00	-	27.00	2.80	Feb 05, 2015
CL	C003593	DUFRESNOY	1,000.00	-	27.00	14.00	May 24, 2015
CL	C003594	DUFRESNOY	1,000.00	-	27.00	11.60	May 24, 2015
CL	C005671	DUFRESNOY	1,000.00	844.60	27.00	17.60	Jul 01, 2013
CL	C009422	DUFRESNOY	1,000.00	-	27.00	8.00	May 24, 2015
CLD	P480010	DUFRESNOY	1,000.00	-	27.00	9.20	Dec 02, 2014
CLD	P480020	DUFRESNOY	1,000.00	-	27.00	13.20	Dec 02, 2014
	10		10,000.00	844.60	270.00	132.91	

GROUP C : Cambior JV (IAMGOLD)

Horne Mines Ltd controlled Property ; 2 Mining Concessions
Xstrata Canada Corporation (81396) (responsible)

MC	0247PTB	ROUYN	212.45	-	-	6.07	Jan 31, 2013
MC	0247PTA	ROUYN	3,427.55	-	-	97.93	Jan 31, 2013
	2		3,640.00	-	-	104.00	

Wilco ; 1 Mining Concession

Xstrata Canada Corporation (81396) (responsible)

MC	0265PTA	ROUYN	10,651.20	-	-	304.32	Jan 31, 2013
	1		10,651.20	-	-	304.32	

Horne ; 1 Mining Concession

Xstrata Canada Corporation (81396) (responsible)

MC	156PTA	ROUYN	934.85	-	-	26.71	Jan 31, 2013
	1		934.85	-	-	26.71	

Camac (Waite Amulet JV) controlled Property ; 3 claims

Xstrata Canada Corporation (81396) (responsible)

CLD	6001237	DUFRESNOY	1,000.00	-	27.00	14.16	Apr 25, 2014
CLD	6001238	DUFRESNOY	1,000.00	-	27.00	10.52	Apr 25, 2014
CLD	6001243	DUFRESNOY	1,000.00	-	27.00	19.22	Apr 25, 2014
	3		3000.00	-	81.00	43.90	

GROUP I : Joliet

Joliet Property ; 1 claim

Xstrata Canada Corporation (81396) (responsible)

CDC	1124511	ROUYN	2,500.00	11,717.30	53.00	81.47	May 13, 2017
	1		2,500.00	11,717.30	53.00	81.47	

Total cls 20 25,250.00 12,561.90 696.00 450

4.5 km²

Total MC 17 84,034.65 2,401

24.01 km²

Total 37 109284.65 12561.90 696.00 2851

28.51 km²

Payment + MC 84,730.65

Schedule 1.1(dd)
Here Property

[Attached]

Schedule 1.1(dd) - Here Property

Here Fault Property (Here Fault Project) ; 10 claims

CODE	NO	TOWNSHIP	HECTARES	REGISTR.
CDC	1075199	ROUYN	45.860000	25/04/2002
CDC	1075200	ROUYN	91.530000	25/04/2002
CDC	1075201	ROUYN	63.250000	25/04/2002
CDC	1075202	ROUYN	24.670000	25/04/2002
CDC	1075203	ROUYN	37.290000	25/04/2002
CDC	1075204	ROUYN	27.440000	25/04/2002
CL	3814861	ROUYN	13.000000	24/09/1979
CL	3814862	ROUYN	11.000000	24/09/1979
CL	3814863	ROUYN	8.000000	24/09/1979
CL	3814864	ROUYN	10.000000	24/09/1979

Schedule 1.1(ee)
Lac Monsabrais Property

[Attached]

PART 5

ALEXIS MINERALS CORPORATION - PQ Property Holdings

This property is 100% Alexis Minerals and outside of the Xstrata deal

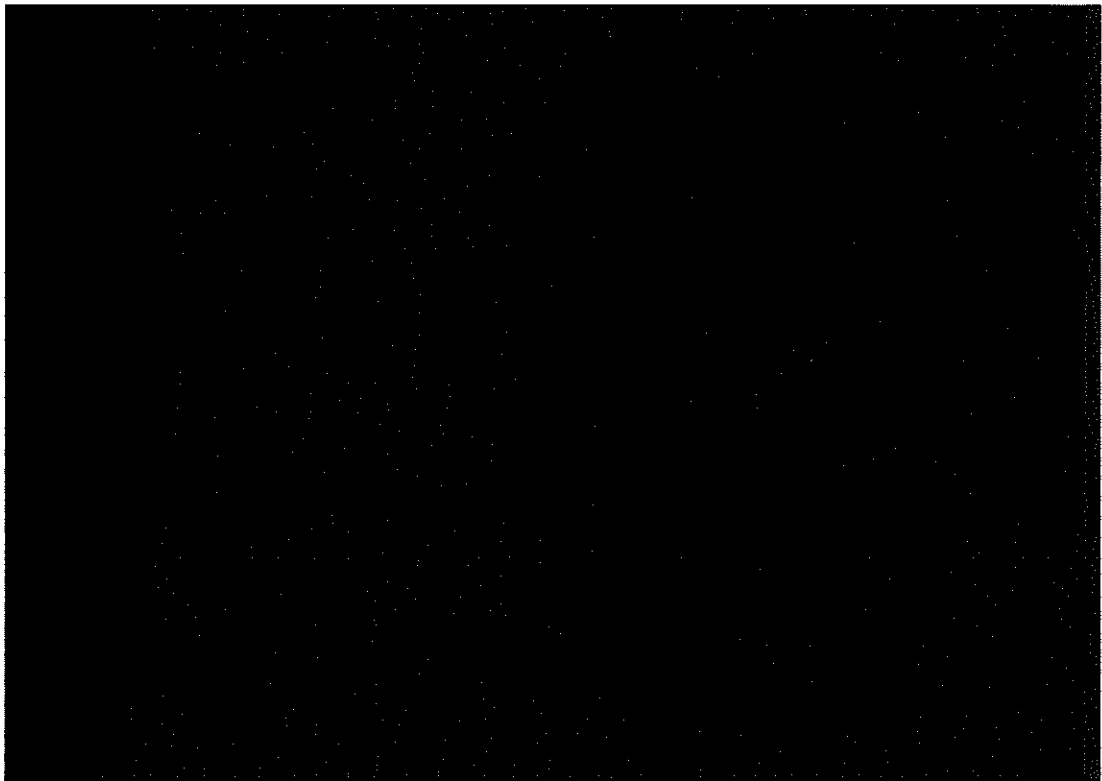
Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
LAC MINES ABRAIS PROPERTY (QC)							
		Alexis Minerals Corporation (91461) 100% (responsible)					
	HOLDER:		ALEXIS INTEREST:	PROJECT NTS:	32006		
			100%				
	ROYALTY/INTEREST:						
	Claim	2 yr Rental					
CDC	2175942	HEBECOURT	1,200.00	732.65	53.00	42.55	Dec 15, 2012
CDC	2175943	HEBECOURT	1,200.00	732.65	53.00	42.38	Dec 15, 2012
CDC	2175944	HEBECOURT	1,200.00	732.65	53.00	42.57	Dec 15, 2012
CDC	2175945	HEBECOURT	1,200.00	732.65	53.00	42.54	Dec 15, 2012
CDC	2175946	HEBECOURT	1,200.00	732.65	53.00	42.63	Dec 15, 2012
CDC	2175947	HEBECOURT	1,200.00	732.65	53.00	42.46	Dec 15, 2012
CDC	2175983	HEBECOURT	1,200.00	732.64	53.00	42.62	Dec 17, 2012
CDC	2175984	HEBECOURT	1,200.00	732.64	53.00	42.62	Dec 17, 2012
CDC	2175985	HEBECOURT	1,200.00	732.64	53.00	42.61	Dec 17, 2012
CDC	2175986	HEBECOURT	1,200.00	732.64	53.00	42.22	Dec 17, 2012
CDC	2175987	HEBECOURT	1,200.00	732.64	53.00	42.59	Dec 17, 2012
	Claim	11	13,200.00	8,059.10	583.00	467.79	
	Total	11	\$13,200.00	\$8,059.10	\$583.00	467.79	

4.68 km²

Schedule 1.1(ii)

Material Contracts

1. Asset Purchase Agreement dated March 28, 2011, as amended on July 29, 2011, entered into between Xstrata Canada Corporation – Xstrata Copper Canada Division and QMX Gold Corporation (formerly Alexis Minerals Corporation).
2. Royalty Agreement dated July 29, 2011 entered into between Xstrata Canada Corporation – Xstrata Copper Canada Division and QMX Gold Corporation (formerly Alexis Minerals Corporation).
3. Assumption and Indemnity Agreement dated July 29, 2011, entered into between Xstrata Canada Corporation – Xstrata Copper Canada Division and QMX Gold Corporation (formerly Alexis Minerals Corporation).
4. Renunciation Agreement dated July 29, 2011, entered into between Xstrata Canada Corporation – Xstrata Copper Canada Division and QMX Gold Corporation (formerly Alexis Minerals Corporation).
5. West Ansil Joint Venture Agreement dated July 29, 2011, entered into between Xstrata Canada Corporation – Xstrata Copper Canada Division and QMX Gold Corporation (formerly Alexis Minerals Corporation).
6. The Underlying Agreements.
7. Assignment Agreement dated August 22, 2012 entered into among Xstrata Canada Corporation, QMX Gold Corporation and Druk Capital Partners Inc. with respect the West Ansil Joint Venture Agreement.
8. Assignment Agreement dated August 22, 2012 entered into among Xstrata Canada Corporation, QMX Gold Corporation and Druk Capital Partners Inc.



Schedule 1.1(pp)
Noranda Properties

[Attached]

PART 1
ALEXIS MINERALS CORPORATION - Xstrata PQ Property Holdings
Noranda 100% - no underlying agreement

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
<u>LAC JOANNES PROPERTY (QC)</u>							
	HOLDER:	Alexis Minerals Corporation (91461) 100% (responsible)	ALEXIS INTEREST:	PROJECT NTS:	32D02 32D07		
	ROYALTY/INTEREST:						
	<i>Claim</i>	2 yr Rental					
CDC	1103136	JOANNES	1,800.00	-	53.00	42.88	Oct 23, 2012
CDC	1103137	JOANNES	1,800.00	-	53.00	37.96	Oct 23, 2012
CDC	1103141	JOANNES	1,800.00	-	53.00	42.62	Oct 23, 2012
CDC	1103142	JOANNES	1,800.00	-	53.00	42.61	Oct 23, 2012
CDC	1103143	JOANNES	1,800.00	-	53.00	42.60	Oct 23, 2012
CDC	1103144	JOANNES	1,800.00	-	53.00	42.62	Oct 23, 2012
CDC	1103145	JOANNES	1,800.00	-	53.00	42.62	Oct 23, 2012
CDC	1103146	JOANNES	1,800.00	-	53.00	42.62	Oct 23, 2012
CDC	1103147	JOANNES	1,800.00	-	53.00	42.64	Oct 23, 2012
CDC	1103148	JOANNES	1,800.00	670.11	53.00	42.63	Oct 23, 2012
CDC	1103149	JOANNES	1,800.00	412.84	53.00	42.64	Oct 23, 2012
CDC	1103150	JOANNES	1,800.00	1.79	53.00	42.65	Oct 23, 2012
CDC	1103151	JOANNES	1,800.00	341.29	53.00	42.65	Oct 23, 2012
CDC	1103152	JOANNES	1,800.00	773.22	53.00	42.65	Oct 23, 2012
CDC	1103153	JOANNES	1,800.00	790.24	53.00	42.67	Oct 23, 2012
CDC	1103154	JOANNES	1,800.00	2,103.31	53.00	42.65	Oct 23, 2012
CDC	1103155	JOANNES	1,800.00	1,786.71	53.00	42.66	Oct 23, 2012
CDC	1103156	JOANNES	1,800.00	4,108.52	53.00	36.29	Oct 23, 2012
CDC	1103165	JOANNES	1,800.00	-	53.00	42.49	Oct 23, 2012
CDC	1103166	JOANNES	1,800.00	-	53.00	42.48	Oct 23, 2012
	<i>Claim</i>	20	36,000.00	10,988.03	1,060.00	841.64	

BAIE DALEMBERT PROPERTY (QC)

	HOLDER:	Alexis Minerals Corporation (91461) 100% (responsible)	ALEXIS INTEREST:	PROJECT NTS:	32D06		
	ROYALTY/INTEREST:						
	<i>Claim</i>	2 yr Rental					
CL	5250869	DUPARQUET	500.00	-	27.00	16.00	Jan 22, 2013
CL	5250870	DUPARQUET	500.00	-	27.00	16.00	Jan 22, 2013
CL	5250871	DUPARQUET	500.00	-	27.00	14.70	Jan 22, 2013
CL	5250872	DUPARQUET	500.00	-	27.00	16.00	Jan 22, 2013
CL	5250873	DUPARQUET	500.00	-	27.00	16.00	Jan 22, 2013
CL	5250874	DUPARQUET	500.00	-	27.00	16.00	Jan 22, 2013
CL	5250875	DUPARQUET	500.00	-	27.00	16.00	Dec 03, 2012
CL	5250876	DUPARQUET	500.00	-	27.00	16.00	Dec 03, 2012
CL	5250877	DUPARQUET	500.00	-	27.00	16.00	Dec 03, 2012
CL	5250878	DUPARQUET	500.00	-	27.00	16.00	Dec 03, 2012
CL	5250879	DUPARQUET	500.00	-	27.00	16.00	Dec 03, 2012
CL	5250880	DUPARQUET	500.00	-	27.00	16.00	Dec 03, 2012
CL	5267052	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267053	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267054	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267055	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267056	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267057	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267058	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267060	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267061	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267062	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267063	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013

<i>Disposition Type</i>	<i>Disposition No</i>	<i>Township</i>	<i>Work Requirement</i>	<i>Work Credit</i>	<i>Payment</i>	<i>Hectares</i>	<i>Expiry Date</i>
CL	5267064	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267065	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267066	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267068	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267069	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267070	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267071	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267072	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267073	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267075	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267077	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267078	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267079	DUPARQUET	750.00	29,071.50	27.00	16.00	Sep 18, 2013
CL	5267080	DUPARQUET	750.00	98.36	27.00	16.00	Sep 18, 2013
CL	5267081	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267082	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267083	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267084	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267085	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267086	DUPARQUET	750.00	24,451.96	27.00	16.00	Sep 18, 2013
CL	5267087	DUPARQUET	750.00	54,192.39	27.00	16.00	Sep 18, 2013
CL	5267088	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267089	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267090	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267091	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267092	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267093	DUPARQUET	750.00	7,683.80	27.00	16.00	Sep 18, 2013
CL	5267094	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267095	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267096	DUPARQUET	750.00	-	27.00	16.00	Sep 18, 2013
CL	5267351	DUPARQUET	750.00	-	27.00	16.00	Jan 25, 2014
CL	5267352	DUPARQUET	750.00	-	27.00	16.00	Jan 25, 2014
CL	5267353	DUPARQUET	750.00	-	27.00	16.00	Jan 25, 2014
CL	5267354	DUPARQUET	750.00	-	27.00	16.00	Jan 25, 2014
CL	5267355	DUPARQUET	750.00	-	27.00	16.00	Jan 25, 2014
CL	5267356	DUPARQUET	750.00	-	27.00	16.00	Jan 25, 2014
CL	5267357	DUPARQUET	750.00	-	27.00	16.00	Jan 25, 2014
CL	5267358	DUPARQUET	750.00	-	27.00	16.00	Jan 25, 2014
CL	5267359	DUPARQUET	750.00	-	27.00	16.00	Jan 25, 2014
CL	5267360	DUPARQUET	750.00	-	27.00	16.00	Jan 25, 2014
CL	5267361	DUPARQUET	750.00	-	27.00	16.00	Jan 25, 2014
CL	5267362	DUPARQUET	750.00	-	27.00	16.00	Jan 25, 2014
CL	5267363	DUPARQUET	750.00	-	27.00	16.00	Jan 25, 2014
CL	5267364	DUPARQUET	750.00	-	27.00	16.00	Jan 25, 2014
CL	5267365	DUPARQUET	750.00	-	27.00	16.00	Jan 25, 2014
CL	5267366	DUPARQUET	750.00	-	27.00	16.00	Jan 25, 2014
CL	5267367	DUPARQUET	750.00	-	27.00	16.00	Jan 25, 2014
CL	5267368	DUPARQUET	750.00	-	27.00	16.00	Jan 25, 2014
CL	5267369	DUPARQUET	750.00	-	27.00	16.00	Jan 25, 2014
CL	5267370	DUPARQUET	750.00	-	27.00	16.00	Jan 25, 2014
CL	5273821	DUPARQUET	750.00	-	27.00	16.00	Jul 17, 2014
CL	5273822	DUPARQUET	750.00	-	27.00	16.00	Jul 17, 2014
CL	5273823	DUPARQUET	750.00	346.61	27.00	16.00	Jul 17, 2014
CL	5273824	DUPARQUET	750.00	-	27.00	16.00	Jul 17, 2014
CL	5273825	DUPARQUET	750.00	-	27.00	16.00	Jul 17, 2014
CL	5273826	DUPARQUET	750.00	-	27.00	16.00	Jul 17, 2014
CL	5273827	DUPARQUET	750.00	72,786.17	27.00	16.00	Jul 17, 2014
CL	5273828	DUPARQUET	750.00	-	27.00	16.00	Jul 17, 2014
CL	5273829	DUPARQUET	750.00	-	27.00	16.00	Jul 17, 2014
CL	5273830	DUPARQUET	750.00	-	27.00	16.00	Jul 17, 2014
CL	5273831	DUPARQUET	750.00	-	27.00	16.00	Jul 17, 2014
CL	5273832	DUPARQUET	750.00	-	27.00	16.00	Jul 17, 2014
CL	5273833	DUPARQUET	750.00	-	27.00	16.00	Jul 17, 2014

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
CL	5273834	DUPARQUET	750.00	-	27.00	16.00	Jul 17, 2014
CL	5273835	DUPARQUET	750.00	-	27.00	16.00	Jul 17, 2014
CL	5273836	DUPARQUET	750.00	-	27.00	16.00	Jul 17, 2014
CL	5273837	DUPARQUET	750.00	-	27.00	12.00	Jul 17, 2014
Claim		90	64,500.00	188,630.79	2,430.00	1,434.70	

COLLINES CAMAC PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461)
100% (responsible)

ALEXIS INTEREST: **PROJECT NTS:** 32D06 32D07

ROYALTY/INTEREST:

	Claim	2 yr Rental					
CDC	1103345	DUFRESNOY	1,800.00	-	53.00	29.27	Oct 24, 2012
CDC	1103346	DUFRESNOY	750.00	-	27.00	22.42	Oct 24, 2012
CDC	1103347	DUFRESNOY	1,800.00	-	53.00	44.86	Oct 24, 2012
CDC	1103348	DUFRESNOY	1,800.00	-	53.00	42.43	Oct 24, 2012
CDC	1103349	DUFRESNOY	1,800.00	-	53.00	42.43	Oct 24, 2012
CDC	1103350	DUFRESNOY	1,800.00	-	53.00	42.43	Oct 24, 2012
CDC	1103351	DUFRESNOY	1,800.00	-	53.00	42.43	Oct 24, 2012
CDC	1103352	DUFRESNOY	1,800.00	-	53.00	49.37	Oct 24, 2012
CDC	1103353	DUFRESNOY	1,800.00	4,905.61	53.00	38.65	Oct 24, 2012
CDC	1103354	DUFRESNOY	1,800.00	1,966.00	53.00	42.39	Oct 24, 2012
CDC	1103355	DUFRESNOY	1,800.00	493.00	53.00	42.39	Oct 24, 2012
CDC	1103356	DUFRESNOY	1,800.00	331.00	53.00	42.39	Oct 24, 2012
CDC	1103357	DUFRESNOY	1,800.00	-	53.00	42.39	Oct 24, 2012
CDC	1103358	DUFRESNOY	1,800.00	-	53.00	42.39	Oct 24, 2012
CDC	1103359	DUFRESNOY	1,800.00	-	53.00	42.39	Oct 24, 2012
CDC	1104381	DUFRESNOY	1,800.00	-	53.00	42.31	Nov 04, 2012
CDC	1104382	DUFRESNOY	1,800.00	-	53.00	42.17	Nov 04, 2012
CDC	1104383	DUFRESNOY	1,800.00	-	53.00	42.38	Nov 04, 2012
CDC	1104384	DUFRESNOY	1,800.00	-	53.00	42.38	Nov 04, 2012
CDC	1104385	DUFRESNOY	1,800.00	-	53.00	42.39	Nov 04, 2012
CDC	1104386	DUFRESNOY	1,800.00	-	53.00	42.40	Nov 04, 2012
CDC	1104387	DUFRESNOY	1,800.00	-	53.00	42.40	Nov 04, 2012
CDC	1104388	DUFRESNOY	1,800.00	-	53.00	42.41	Nov 04, 2012
CDC	1104389	DUFRESNOY	1,800.00	-	53.00	42.41	Nov 04, 2012
CDC	1104390	DUFRESNOY	1,800.00	-	53.00	42.42	Nov 04, 2012
CDC	1104391	DUFRESNOY	1,800.00	-	53.00	42.43	Nov 04, 2012
CDC	1104392	DUFRESNOY	1,800.00	-	53.00	42.43	Nov 04, 2012
CDC	1104393	DUFRESNOY	1,800.00	-	53.00	42.43	Nov 04, 2012
CDC	1104394	DUFRESNOY	1,800.00	-	53.00	42.43	Nov 04, 2012
CDC	1104395	DUFRESNOY	1,800.00	-	53.00	42.43	Nov 04, 2012
CDC	1104396	DUFRESNOY	1,800.00	-	53.00	42.43	Nov 04, 2012
CDC	1104397	DUFRESNOY	1,800.00	-	53.00	42.44	Nov 04, 2012
CDC	1104398	DUFRESNOY	1,800.00	-	53.00	42.47	Nov 04, 2012
CDC	1104399	DUFRESNOY	1,800.00	-	53.00	42.50	Nov 04, 2012
CDC	2168261	DUFRESNOY	750.00	-	27.00	10.67	Nov 04, 2012
Claim		35	60,900.00	7,695.61	1,803.00	1,424.96	

CORONA 2005 PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461)
100% (responsible)

ALEXIS INTEREST: **PROJECT NTS:** 32D06 32D07

ROYALTY/INTEREST:

	Claim	2 yr Rental					
CDC	96645	BEAUCHASTEL	1,800.00	-	53.00	40.94	Oct 02, 2013
CDC	96646	BEAUCHASTEL	750.00	-	27.00	24.61	Oct 02, 2013
Claim		2	2,550.00	-	80.00	65.55	

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
<u>DICKENSON OPTION PROPERTY (QC)</u>							
HOLDER:	Alexis Minerals Corporation (91461) 100% (responsible)		ALEXIS INTEREST:	PROJECT NTS:	32D03		
ROYALTY/INTEREST:							
Claim	2 yr Rental						
CLD	6001253	BEAUCHASTEL	2,500.00	-	53.00	70.41	Apr 26, 2014
CLD	6001258	BEAUCHASTEL	2,500.00	-	53.00	59.49	Apr 26, 2014
CLD	6001259	BEAUCHASTEL	2,500.00	-	53.00	78.10	Apr 26, 2014
Claim		3	7,500.00	-	159.00	208.00	
<u>DUFRESNOY 1-95 PROPERTY (QC)</u>							
HOLDER:	Alexis Minerals Corporation (91461) 100% (responsible)		ALEXIS INTEREST:	PROJECT NTS:	32D07		
ROYALTY/INTEREST:							
Claim	2 yr Rental						
CL	5174357	DUFRESNOY	2,500.00	-	53.00	40.00	Aug 04, 2013
CL	5174358	DUFRESNOY	2,500.00	-	53.00	40.00	Aug 04, 2013
Claim		2	5,000.00	-	106.00	80.00	
<u>FALCONBRIDGE LTEE (1-2) PROPERTY (QC)</u>							
HOLDER:	Alexis Minerals Corporation (91461) 100% (responsible)		ALEXIS INTEREST:	PROJECT NTS:	32D06		
ROYALTY/INTEREST:							
Claim	2 yr Rental						
CL	4713451	DUPRAT	2,500.00	-	53.00	40.00	Aug 10, 2013
CL	4713452	DUPRAT	2,500.00	-	53.00	40.00	Aug 10, 2013
CL	4713461	DUPRAT	2,500.00	-	53.00	40.00	Aug 10, 2013
CL	4713462	DUPRAT	2,500.00	-	53.00	40.00	Aug 10, 2013
Claim		4	10,000.00	-	212.00	160.00	
<u>FALCONBRIDGE LTEE (2-2) PROPERTY (QC)</u>							
HOLDER:	Alexis Minerals Corporation (91461) 100% (responsible)		ALEXIS INTEREST:	PROJECT NTS:	32D03		
ROYALTY/INTEREST:							
Claim	2 yr Rental						
CL	3179081	BEAUCHASTEL	1,000.00	-	27.00	20.00	Mar 07, 2013
CL	3179082	BEAUCHASTEL	1,000.00	-	27.00	20.00	Mar 07, 2013
CL	3174561	BEAUCHASTEL	1,000.00	-	27.00	21.87	Mar 26, 2013
CL	3174562	BEAUCHASTEL	1,000.00	-	27.00	21.80	Mar 26, 2013
CL	3174571	BEAUCHASTEL	1,000.00	-	27.00	20.00	Mar 07, 2013
CL	3174572	BEAUCHASTEL	1,000.00	-	27.00	20.00	Mar 07, 2013
CL	3174573	BEAUCHASTEL	1,000.00	-	27.00	20.00	Mar 07, 2013
CL	3174574	BEAUCHASTEL	1,000.00	-	27.00	20.00	Mar 07, 2013
CL	3236821	BEAUCHASTEL	2,500.00	-	53.00	42.43	Jun 14, 2013
CL	3236822	BEAUCHASTEL	2,500.00	-	53.00	42.47	Jun 14, 2013
CL	3251783	BEAUCHASTEL	2,500.00	-	53.00	40.00	Jun 12, 2013
CL	3252721	BEAUCHASTEL	2,500.00	-	53.00	26.00	Jun 12, 2013
CL	3252722	BEAUCHASTEL	2,500.00	-	53.00	26.00	Jun 12, 2013
CL	3252731	BEAUCHASTEL	2,500.00	-	53.00	40.00	Jun 13, 2013
CL	3252732	BEAUCHASTEL	2,500.00	-	53.00	42.42	Jun 13, 2013
CL	3254131	BEAUCHASTEL	2,500.00	-	53.00	42.43	Jun 13, 2013
CL	3254132	BEAUCHASTEL	2,500.00	-	53.00	42.43	Jun 13, 2013
CL	3648741	BEAUCHASTEL	2,500.00	-	53.00	40.00	Feb 17, 2013
CL	3648751	BEAUCHASTEL	2,500.00	-	53.00	40.00	Feb 17, 2013
Claim		19	35,500.00	-	799.00	587.85	

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
<u>FOUR CORNERS 2002 PROPERTY (QC)</u>							
HOLDER:	Alexis Minerals Corporation (91461) 100% (responsible)		ALEXIS INTEREST:	PROJECT NTS:	32D06		
ROYALTY/INTEREST:							
Claim	2 yr Rental						
CDC	1107743	DASSERAT	1,800.00	-	53.00	51.54	Dec 12, 2012
Claim	1		1,800.00	-	53.00	51.54	
<u>GLOBEX OPTION PROPERTY (QC)</u>							
HOLDER:	Alexis Minerals Corporation (91461) 100% (responsible)		ALEXIS INTEREST:	PROJECT NTS:	32D06		
ROYALTY/INTEREST:							
Claim	2 yr Rental						
CDC	58714	MONTBRAY	1,800.00	-	53.00	42.04	Mar 03, 2013
CDC	58715	MONTBRAY	1,800.00	-	53.00	41.92	Mar 03, 2013
CDC	58716	MONTBRAY	1,800.00	-	53.00	41.97	Mar 03, 2013
CDC	63799	DASSERAT	1,800.00	-	53.00	40.08	May 02, 2013
CDC	63800	DASSERAT	1,800.00	-	53.00	42.60	May 02, 2013
CDC	63801	DASSERAT	1,800.00	-	53.00	42.62	May 02, 2013
CL	5271640	MONTBRAY	750.00	-	27.00	16.00	Jun 14, 2013
CDC	2187910	DASSERAT	1,200.00	-	53.00	42.61	Sep 07, 2013
CDC	2187911	DASSERAT	1,200.00	-	53.00	42.65	Sep 07, 2013
CDC	2187912	DASSERAT	1,200.00	-	53.00	42.60	Sep 07, 2013
Claim	10		15,150.00	-	504.00	395.09	
<u>JOLIET NORD PROPERTY (QC)</u>							
HOLDER:	Alexis Minerals Corporation (91461) 100% (responsible)		ALEXIS INTEREST:	PROJECT NTS:	32D06		
ROYALTY/INTEREST:							
Claim	2 yr Rental						
CDC	1107759	ROUYN	750.00	-	27.00	21.24	Dec 12, 2012
CDC	1107760	ROUYN	750.00	-	27.00	20.64	Dec 12, 2012
CDC	1107761	ROUYN	750.00	-	27.00	20.83	Dec 12, 2012
CDC	1107762	ROUYN	750.00	-	27.00	20.99	Dec 12, 2012
CDC	1107763	ROUYN	750.00	-	27.00	20.96	Dec 12, 2012
Claim	5		3,750.00	-	135.00	104.66	
<u>LABYRINTHE 2005 PROPERTY (QC)</u>							
HOLDER:	Alexis Minerals Corporation (91461) 100% (responsible)		ALEXIS INTEREST:	PROJECT NTS:	32D03 32D04		
ROYALTY/INTEREST:							
Claim	2 yr Rental						
CL	5264482	DASSERAT	750.00	-	27.00	16.00	Jul 19, 2013
CL	5264483	DASSERAT	750.00	-	27.00	12.50	Jul 19, 2013
CL	5267867	DASSERAT	750.00	-	27.00	9.10	Jul 19, 2013
CL	5271893	DASSERAT	750.00	-	27.00	16.00	Jul 19, 2013
CL	5271894	DASSERAT	750.00	-	27.00	16.00	Jul 19, 2013
CL	5271895	DASSERAT	750.00	-	27.00	16.00	Jul 19, 2013
CL	5271896	DASSERAT	750.00	-	27.00	16.00	Jul 19, 2013
CL	5271897	DASSERAT	750.00	31,416.22	27.00	16.00	Jul 19, 2013
CL	5271898	DASSERAT	750.00	-	27.00	16.00	Jul 19, 2013
CL	5271899	DASSERAT	750.00	-	27.00	16.00	Jul 19, 2013
CL	5271900	DASSERAT	750.00	-	27.00	16.00	Jul 19, 2013
CL	5271901	DASSERAT	750.00	-	27.00	16.00	Jul 19, 2013
CL	5271902	DASSERAT	750.00	-	27.00	16.00	Jul 19, 2013

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
CL	5271903	DASSERAT	750.00	-	27.00	16.00	Jul 19, 2013
CL	5271904	DASSERAT	750.00	-	27.00	16.00	Jul 19, 2013
CL	5271905	DASSERAT	750.00	-	27.00	16.00	Jul 19, 2013
CL	5271906	DASSERAT	750.00	-	27.00	16.00	Jul 19, 2013
CL	5271907	DASSERAT	750.00	-	27.00	16.00	Jul 19, 2013
CL	5271908	DASSERAT	750.00	-	27.00	16.00	Jul 19, 2013
CL	5271909	DASSERAT	750.00	-	27.00	16.00	Jul 19, 2013
CL	5271910	DASSERAT	750.00	-	27.00	16.00	Jul 19, 2013
CL	5271911	DASSERAT	750.00	-	27.00	16.00	Jul 19, 2013
CL	5271912	DASSERAT	750.00	-	27.00	16.00	Jul 19, 2013
Claim		23	17,250.00	31,416.22	621.00	357.60	

LAC ARNOUX PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) 100% (responsible) ALEXIS INTEREST: PROJECT NTS: 32006

ROYALTY/INTEREST:

Claim		2 yr Rental					
CDC	1104676	DASSERAT	1,800.00	-	53.00	42.62	Nov 05, 2012
CDC	1104677	DASSERAT	1,800.00	0.09	53.00	42.64	Nov 05, 2012
CDC	1107747	DASSERAT	1,800.00	-	53.00	41.90	Dec 12, 2012
Claim		3	5,400.00	0.09	159.00	127.16	

LAC CLERICY PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) 100% (responsible) ALEXIS INTEREST: PROJECT NTS: 32007

ROYALTY/INTEREST:

Claim		2 yr Rental					
CDC	38091	CLERICY	1,800.00	-	53.00	42.30	Sep 15, 2014
CDC	38092	CLERICY	1,800.00	-	53.00	42.28	Sep 15, 2012
CDC	1123914	CLERICY	1,800.00	-	53.00	42.37	May 08, 2013
CDC	1123915	CLERICY	1,800.00	-	53.00	42.41	May 08, 2013
CDC	1123916	CLERICY	1,800.00	-	53.00	42.35	May 08, 2013
CDC	1123917	CLERICY	1,800.00	-	53.00	42.30	May 08, 2013
CDC	1123918	CLERICY	1,800.00	-	53.00	42.25	May 08, 2013
CDC	1123919	CLERICY	1,800.00	-	53.00	42.29	May 08, 2013
CDC	1123920	CLERICY	1,800.00	-	53.00	42.18	May 08, 2013
Claim		9	16,200.00	-	477.00	380.73	

LAC DERY PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) 100% (responsible) ALEXIS INTEREST: PROJECT NTS: 32006

ROYALTY/INTEREST:

Claim		2 yr Rental					
CDC	1102533	DUPRAT	1,800.00	-	53.00	42.37	Oct 14, 2012
CDC	1102534	DUPRAT	1,800.00	-	53.00	42.37	Oct 14, 2012
CDC	1102535	DUPRAT	1,800.00	-	53.00	42.37	Oct 14, 2012
CDC	1102536	DUPRAT	1,800.00	-	53.00	42.37	Oct 14, 2012
CDC	1102537	DUPRAT	1,800.00	-	53.00	42.35	Oct 14, 2012
CDC	1102538	DUPRAT	1,800.00	-	53.00	42.35	Oct 14, 2012
CDC	1102715	DUPRAT	1,800.00	-	53.00	31.82	Oct 20, 2012
CDC	1102716	DUPRAT	1,800.00	-	53.00	31.83	Oct 20, 2012
CDC	1102717	DUPRAT	1,800.00	-	53.00	31.82	Oct 20, 2012
CDC	1102718	DUPRAT	1,800.00	-	53.00	31.83	Oct 20, 2012
CDC	1102719	DUPRAT	1,800.00	-	53.00	31.84	Oct 20, 2012
CDC	1102720	DUPRAT	1,800.00	57.62	53.00	31.84	Oct 20, 2012
CDC	1102721	DUPRAT	1,800.00	-	53.00	31.85	Oct 20, 2012
CDC	1102722	DUPRAT	1,800.00	-	53.00	31.85	Oct 20, 2012

<i>Disposition Type</i>	<i>Disposition No</i>	<i>Township</i>	<i>Work Requirement</i>	<i>Work Credit</i>	<i>Payment</i>	<i>Hectares</i>	<i>Expiry Date</i>
CDC	1102723	DUPRAT	1,800.00	-	53.00	31.85	Oct 20, 2012
CDC	1102724	DUPRAT	1,800.00	-	53.00	31.86	Oct 20, 2012
CDC	1102725	DUPRAT	1,800.00	-	53.00	31.86	Oct 20, 2012
CDC	1102726	DUPRAT	1,800.00	-	53.00	31.87	Oct 20, 2012
CDC	1102727	DUPRAT	1,800.00	-	53.00	31.87	Oct 20, 2012
CDC	1102728	DUPRAT	750.00	-	27.00	24.15	Oct 20, 2012
CDC	1104178	DUPARQUET	1,800.00	-	53.00	57.12	Jan 05, 2013
CDC	1104179	DUPARQUET	1,800.00	-	53.00	57.12	Jan 05, 2013
CDC	1104180	DUPARQUET	1,800.00	-	53.00	57.12	Jan 05, 2013
CDC	1104347	DUPARQUET	1,800.00	-	53.00	57.12	Nov 05, 2012
CDC	1104415	DUPARQUET	1,800.00	-	53.00	57.12	Nov 05, 2012
CDC	1104416	DUPARQUET	1,800.00	-	53.00	57.12	Nov 05, 2012
CDC	1104417	DUPARQUET	1,800.00	-	53.00	57.12	Nov 05, 2012
CDC	1104426	DUPARQUET	1,800.00	-	53.00	57.11	Nov 05, 2012
CDC	1104427	DUPARQUET	1,800.00	-	53.00	57.11	Nov 05, 2012
CDC	1104428	DUPARQUET	1,800.00	-	53.00	57.11	Nov 05, 2012
CDC	1104452	DUPRAT	1,800.00	-	53.00	31.84	Nov 05, 2012
CDC	1104453	DUPRAT	1,800.00	-	53.00	31.83	Nov 05, 2012
CDC	1104454	DUPRAT	1,800.00	-	53.00	31.82	Nov 05, 2012
CDC	1107753	DUPRAT	1,800.00	-	53.00	31.80	Dec 12, 2012
CDC	1107754	DUPRAT	1,800.00	-	53.00	31.79	Dec 12, 2012
CDC	1107755	DUPRAT	1,800.00	-	53.00	31.80	Dec 12, 2012
CDC	1107756	DUPRAT	1,800.00	-	53.00	31.79	Dec 12, 2012
CDC	1107757	DUPRAT	1,800.00	-	53.00	31.80	Dec 12, 2012
CDC	1107758	DUPRAT	1,800.00	-	53.00	31.80	Dec 12, 2012
CDC	2005359	DUPARQUET	750.00	-	27.00	22.80	Apr 07, 2014
CDC	2005360	DUPARQUET	750.00	-	27.00	22.78	Apr 07, 2014
CDC	2005361	DUPARQUET	750.00	-	27.00	22.75	Apr 07, 2014
CDC	2005362	DUPARQUET	750.00	-	27.00	22.70	Apr 07, 2014
CDC	2005363	DUPARQUET	750.00	-	27.00	22.55	Apr 07, 2014
CDC	2005364	DUPARQUET	750.00	-	27.00	22.31	Apr 07, 2014
CDC	2005365	DUPARQUET	750.00	-	27.00	22.01	Apr 07, 2014
CDC	2005366	DUPARQUET	750.00	-	27.00	21.84	Apr 07, 2014
CDC	2005367	DUPARQUET	750.00	-	27.00	21.68	Apr 07, 2014
CDC	2005368	DUPARQUET	750.00	-	27.00	21.52	Apr 07, 2014
CDC	2005369	DUPARQUET	1,800.00	-	53.00	57.11	Apr 07, 2014
CDC	2005370	DUPARQUET	1,800.00	-	53.00	57.11	Apr 07, 2014
CDC	2005371	DUPARQUET	1,800.00	-	53.00	57.11	Apr 07, 2014
CDC	2005372	DUPARQUET	1,800.00	-	53.00	57.11	Apr 07, 2014
CDC	2005373	DUPARQUET	1,800.00	-	53.00	57.11	Apr 07, 2014
CDC	2005374	DUPARQUET	1,800.00	-	53.00	57.11	Apr 07, 2014
CDC	2005375	DUPARQUET	1,800.00	-	53.00	57.12	Apr 07, 2014
CDC	2005376	DUPARQUET	1,800.00	-	53.00	57.12	Apr 07, 2014
CDC	2005377	DUPARQUET	1,800.00	-	53.00	57.12	Apr 07, 2014
CDC	2005378	DUPARQUET	1,800.00	-	53.00	57.12	Apr 07, 2014
CDC	2005379	DUPARQUET	1,800.00	-	53.00	57.12	Apr 07, 2014
CDC	2005380	DUPARQUET	1,800.00	-	53.00	57.12	Apr 07, 2014
CDC	2005381	DUPARQUET	1,800.00	-	53.00	57.12	Apr 07, 2014
CDC	2005382	DUPARQUET	1,800.00	-	53.00	57.12	Apr 07, 2014
CDC	2005383	DUPARQUET	1,800.00	-	53.00	57.12	Apr 07, 2014
CDC	2005384	DUPARQUET	1,800.00	-	53.00	57.12	Apr 07, 2014
CDC	2110737	DUPARQUET	750.00	-	27.00	22.80	Nov 05, 2012
CDC	2110738	DUPARQUET	750.00	-	27.00	22.82	Nov 05, 2012
CDC	2110739	DUPARQUET	750.00	-	27.00	22.84	Nov 05, 2012
CDC	2110740	DUPARQUET	750.00	-	27.00	22.85	Nov 05, 2012
CDC	2110741	DUPARQUET	750.00	-	27.00	22.87	Jan 06, 2013
CDC	2110742	DUPARQUET	750.00	-	27.00	22.90	Jan 06, 2013
CDC	2110743	DUPARQUET	750.00	-	27.00	22.93	Jan 06, 2013
CDC	2110744	DUPARQUET	750.00	-	27.00	2.77	Jan 06, 2013
CDC	2110745	DUPARQUET	750.00	-	27.00	6.96	Jan 06, 2013
CDC	2110746	DUPARQUET	750.00	-	27.00	7.03	Nov 05, 2012
<i>Claim</i>		<i>75</i>	<i>112,950.00</i>	<i>57.62</i>	<i>3,429.00</i>	<i>2,863.33</i>	

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
<u>LAC DUFAULT CENTRE PROPERTY (QC)</u>							
HOLDER:	Alexis Minerals Corporation (91461) 100% (responsible)		ALEXIS INTEREST:	PROJECT NTS:	32D06		
ROYALTY/INTEREST:							
Claim	2 yr Rental						
CLD	6001251	DUFRESNOY	2,500.00	-	53.00	67.00	Apr 26, 2014
Claim		1	2,500.00	-	53.00	67.00	
<u>LAC DUFAULT EAST PROPERTY (QC)</u>							
HOLDER:	Alexis Minerals Corporation (91461) 100% (responsible)		ALEXIS INTEREST:	PROJECT NTS:	32D07		
ROYALTY/INTEREST:							
Claim	2 yr Rental						
CLD	6001248	DUFRESNOY	1,000.00	-	27.00	14.97	Apr 26, 2014
CLD	6001249	DUFRESNOY	1,000.00	-	27.00	11.73	Apr 26, 2014
CLD	6001250	DUFRESNOY	1,000.00	-	27.00	19.83	Apr 26, 2014
Claim		3	3,000.00	-	81.00	46.53	
<u>LAC DUFAULT NORD PROPERTY (QC)</u>							
HOLDER:	Alexis Minerals Corporation (91461) 100% (responsible)		ALEXIS INTEREST:	PROJECT NTS:	32D06 32D07		
ROYALTY/INTEREST:							
Claim	2 yr Rental						
CDC	10288	DUFRESNOY	1,800.00	-	53.00	42.35	Jan 20, 2014
CDC	10289	DUFRESNOY	1,800.00	-	53.00	42.35	Jan 20, 2014
CDC	10290	DUFRESNOY	1,800.00	-	53.00	42.63	Jan 20, 2014
CDC	1102894	DUFRESNOY	1,800.00	-	53.00	37.84	Oct 20, 2012
CDC	1102895	DUFRESNOY	1,800.00	-	53.00	30.46	Oct 20, 2012
CDC	1102896	DUFRESNOY	1,800.00	-	53.00	33.06	Oct 20, 2012
CDC	1102900	DUFRESNOY	1,800.00	-	53.00	42.46	Oct 20, 2012
CDC	1102904	DUFRESNOY	1,800.00	-	53.00	42.33	Oct 20, 2012
CDC	1103360	DUFRESNOY	1,800.00	-	53.00	28.41	Oct 24, 2012
CDC	1103361	DUFRESNOY	1,800.00	-	53.00	27.86	Oct 24, 2012
CDC	1103937	DUFRESNOY	1,800.00	-	53.00	33.22	Oct 28, 2014
CDC	1104380	DUFRESNOY	750.00	-	27.00	9.03	Nov 04, 2014
CDC	1105349	DUFRESNOY	750.00	-	27.00	21.70	Nov 19, 2012
CDC	1121059	DUFRESNOY	750.00	-	27.00	13.59	Apr 01, 2013
CDC	1121060	DUFRESNOY	750.00	-	27.00	3.49	Apr 01, 2013
CDC	1121061	DUFRESNOY	1,800.00	-	53.00	57.19	Apr 01, 2013
CDC	1121062	DUFRESNOY	750.00	-	27.00	9.22	Apr 01, 2013
CDC	1121063	DUFRESNOY	1,800.00	-	53.00	49.05	Apr 01, 2013
CL	5262069	DUFRESNOY	750.00	-	27.00	16.00	Feb 22, 2015
CL	5262070	DUFRESNOY	750.00	-	27.00	16.00	Feb 22, 2015
CL	5262071	DUFRESNOY	750.00	-	27.00	16.00	Feb 22, 2015
CL	5262072	DUFRESNOY	750.00	-	27.00	16.00	Feb 22, 2015
CL	5262073	DUFRESNOY	750.00	-	27.00	16.00	Feb 22, 2015
CL	5262108	DUFRESNOY	750.00	-	27.00	16.00	Mar 11, 2013
CL	5262111	DUFRESNOY	750.00	-	27.00	16.00	Mar 11, 2013
CL	5262112	DUFRESNOY	750.00	-	27.00	16.00	Mar 11, 2013
CL	5262113	DUFRESNOY	750.00	-	27.00	16.00	Mar 11, 2013
CL	5262116	DUFRESNOY	750.00	-	27.00	16.00	Mar 11, 2013
CL	5262117	DUFRESNOY	750.00	-	27.00	16.00	Mar 11, 2013
CL	5262118	DUFRESNOY	750.00	-	27.00	16.00	Mar 11, 2013
CL	5262119	DUFRESNOY	750.00	-	27.00	16.00	Mar 11, 2013
CL	5262120	DUFRESNOY	750.00	-	27.00	16.00	Mar 11, 2013
CL	5262944	DUFRESNOY	750.00	-	27.00	16.00	Apr 09, 2013
CL	5262945	DUFRESNOY	750.00	-	27.00	2.90	Apr 09, 2013

<i>Disposition Type</i>	<i>Disposition No</i>	<i>Township</i>	<i>Work Requirement</i>	<i>Work Credit</i>	<i>Payment</i>	<i>Hectares</i>	<i>Expiry Date</i>
CL	5264353	DUFRESNOY	750.00	-	27.00	16.00	Apr 09, 2013
CL	5264354	DUFRESNOY	750.00	-	27.00	16.00	Apr 09, 2013
CL	5264355	DUFRESNOY	750.00	-	27.00	16.00	Apr 09, 2013
CL	5264356	DUFRESNOY	750.00	-	27.00	16.00	Apr 09, 2013
CL	5264357	DUFRESNOY	750.00	-	27.00	16.00	Apr 09, 2013
CL	5264358	DUFRESNOY	750.00	-	27.00	16.00	Apr 09, 2013
CL	5264359	DUFRESNOY	750.00	-	27.00	16.00	Apr 09, 2013
CL	5264360	DUFRESNOY	750.00	-	27.00	16.00	Apr 09, 2013
CL	5264361	DUFRESNOY	750.00	-	27.00	16.00	Apr 09, 2013
CL	5264362	DUFRESNOY	750.00	-	27.00	16.00	Apr 09, 2013
CL	5264363	DUFRESNOY	750.00	-	27.00	16.00	Apr 09, 2013
CL	5264364	DUFRESNOY	750.00	-	27.00	16.00	Apr 09, 2013
<i>Claim</i>		<i>46</i>	<i>48,150.00</i>	<i>-</i>	<i>1,580.00</i>	<i>1,001.14</i>	

LAC DUFAULT-SUD PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) **ALEXIS INTEREST:** **PROJECT NTS:** 32D06
100% (responsible)

ROYALTY/INTEREST:

<i>Claim</i>	<i>2 yr Rental</i>						
CL	5259037	DUFRESNOY	750.00	-	27.00	4.00	Sep 04, 2013
CL	5262170	DUFRESNOY	750.00	-	27.00	16.00	Sep 04, 2013
CL	5262311	DUFRESNOY	750.00	-	27.00	16.00	Sep 04, 2013
CL	5262312	DUFRESNOY	750.00	-	27.00	16.00	Sep 04, 2013
CL	5262313	DUFRESNOY	750.00	-	27.00	16.00	Sep 04, 2013
CL	5262314	DUFRESNOY	750.00	-	27.00	16.00	Sep 04, 2013
CL	5262315	DUFRESNOY	750.00	-	27.00	6.00	Sep 04, 2013
<i>Claim</i>		<i>7</i>	<i>5,250.00</i>	<i>-</i>	<i>189.00</i>	<i>90.00</i>	

LAC DUFAULT-WEST PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) **ALEXIS INTEREST:** **PROJECT NTS:** 32D06
100% (responsible)

ROYALTY/INTEREST:

<i>Claim</i>	<i>2 yr Rental</i>						
CLD	6001252	ROUYN	2,500.00	-	53.00	55.44	Apr 26, 2014
<i>Claim</i>		<i>1</i>	<i>2,500.00</i>	<i>-</i>	<i>53.00</i>	<i>55.44</i>	

LAC DUPARQUET 2002 PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) **ALEXIS INTEREST:** **PROJECT NTS:** 32D06
100% (responsible)

ROYALTY/INTEREST:

<i>Claim</i>	<i>2 yr Rental</i>						
CDC	1104348	DUPARQUET	1,800.00	-	53.00	57.11	Nov 05, 2012
CDC	1104418	DUPARQUET	1,800.00	-	53.00	57.11	Nov 05, 2012
CDC	1104419	DUPARQUET	1,800.00	-	53.00	57.11	Nov 05, 2012
CDC	1104420	DUPARQUET	1,800.00	-	53.00	57.11	Nov 05, 2012
CDC	1104421	DUPARQUET	1,800.00	-	53.00	57.11	Nov 05, 2012
CDC	1104422	DUPARQUET	1,800.00	-	53.00	57.11	Nov 05, 2012
CDC	1104423	DUPARQUET	1,800.00	-	53.00	57.11	Nov 05, 2012
CDC	1104430	DUPARQUET	1,800.00	-	53.00	57.10	Nov 05, 2012
CDC	1104693	DUPARQUET	1,800.00	-	53.00	57.10	Nov 05, 2012
CDC	1104694	DUPARQUET	1,800.00	-	53.00	57.10	Nov 05, 2012
CDC	1104695	DUPARQUET	1,800.00	-	53.00	57.10	Nov 05, 2012
CDC	1104696	DUPARQUET	1,800.00	-	53.00	57.09	Nov 05, 2012
CDC	1104697	DUPARQUET	1,800.00	-	53.00	57.09	Nov 05, 2012
CDC	1104698	DUPARQUET	1,800.00	-	53.00	57.09	Nov 05, 2012
CDC	1104926	DUPARQUET	1,800.00	-	53.00	57.09	Nov 11, 2012
CDC	1104927	DUPARQUET	1,800.00	-	53.00	57.09	Nov 11, 2012

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
CDC	1104936	DUPARQUET	1,800.00	-	53.00	57.08	Nov 11, 2012
CDC	1104937	DUPARQUET	1,800.00	-	53.00	57.08	Nov 11, 2012
CDC	1104938	DUPARQUET	1,800.00	-	53.00	57.08	Nov 11, 2012
Claim		19	34,200.00	-	1,007.00	1,084.85	

LAC FABIE PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) ALEXIS INTEREST: PROJECT NTS: 32D06
100% (responsible)

ROYALTY/INTEREST:

	Claim	2 yr Rental					
CDC	1102764	MONTBRAY	1,800.00	-	53.00	42.18	Oct 23, 2012
CDC	1102765	MONTBRAY	1,800.00	-	53.00	42.37	Oct 23, 2012
CDC	1102766	MONTBRAY	1,800.00	-	53.00	42.23	Oct 23, 2012
CDC	1102767	MONTBRAY	1,800.00	-	53.00	42.25	Oct 23, 2012
CDC	1102768	MONTBRAY	1,800.00	-	53.00	42.27	Oct 23, 2012
CDC	1102769	MONTBRAY	1,800.00	-	53.00	42.35	Oct 23, 2012
CDC	1102770	MONTBRAY	1,800.00	-	53.00	42.38	Oct 23, 2012
CDC	1102771	MONTBRAY	1,800.00	-	53.00	42.34	Oct 23, 2012
CDC	1102772	MONTBRAY	1,800.00	-	53.00	42.44	Oct 23, 2012
CDC	1103431	MONTBRAY	1,800.00	4,250.35	53.00	42.54	Oct 30, 2012
CDC	1103528	MONTBRAY	1,800.00	-	53.00	42.26	Oct 28, 2012
CDC	1103529	MONTBRAY	1,800.00	-	53.00	42.17	Oct 28, 2012
CDC	1103530	MONTBRAY	1,800.00	-	53.00	42.17	Oct 28, 2012
CDC	1103531	MONTBRAY	1,800.00	-	53.00	42.23	Oct 28, 2012
CDC	1103532	MONTBRAY	1,800.00	-	53.00	42.14	Oct 28, 2012
CDC	1103533	MONTBRAY	1,800.00	-	53.00	42.54	Oct 28, 2012
CDC	1103534	MONTBRAY	1,800.00	-	53.00	42.21	Oct 28, 2012
CDC	1103535	MONTBRAY	1,800.00	-	53.00	42.20	Oct 28, 2012
CDC	1103536	MONTBRAY	1,800.00	-	53.00	42.20	Oct 28, 2012
CDC	1103537	MONTBRAY	1,800.00	-	53.00	42.10	Oct 28, 2012
CDC	1103520	MONTBRAY	1,800.00	-	53.00	42.35	Oct 28, 2012
CDC	1103621	MONTBRAY	1,800.00	-	53.00	42.53	Oct 28, 2012
CDC	1103622	MONTBRAY	1,800.00	614.95	53.00	42.38	Oct 28, 2012
CDC	1103623	MONTBRAY	1,800.00	298.42	53.00	42.55	Oct 28, 2012
CDC	1103624	MONTBRAY	1,800.00	1,193.69	53.00	42.40	Oct 28, 2012
CDC	1103625	MONTBRAY	1,800.00	2,722.02	53.00	42.50	Oct 28, 2012
CDC	1103626	MONTBRAY	1,800.00	7,587.32	53.00	42.51	Oct 28, 2012
CDC	1103627	MONTBRAY	1,800.00	9,468.39	53.00	42.52	Oct 28, 2012
Claim		28	50,400.00	26,135.14	1,484.00	1,185.34	

LAC HERVE PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) ALEXIS INTEREST: PROJECT NTS: 32D07
100% (responsible)

ROYALTY/INTEREST:

	Claim	2 yr Rental					
CDC	38087	CLERICY	1,800.00	-	53.00	42.40	Sep 15, 2012
CDC	38088	CLERICY	1,800.00	-	53.00	42.31	Sep 15, 2012
CDC	38089	CLERICY	1,800.00	-	53.00	42.39	Sep 15, 2014
CDC	38090	CLERICY	1,800.00	-	53.00	42.38	Sep 15, 2014
CDC	83252	CLERICY	1,800.00	-	53.00	44.94	Jul 04, 2013
CDC	83253	CLERICY	1,800.00	-	53.00	42.11	Jul 04, 2013
CDC	83254	CLERICY	1,800.00	-	53.00	42.12	Jul 04, 2013
CDC	83255	CLERICY	1,800.00	-	53.00	42.13	Jul 04, 2013
CDC	83256	CLERICY	1,800.00	-	53.00	39.89	Jul 04, 2013
CDC	83257	CLERICY	1,800.00	-	53.00	35.99	Jul 04, 2013
CDC	83258	DUFRESNOY	1,800.00	-	53.00	41.77	Jul 04, 2013
CDC	83259	DUFRESNOY	1,800.00	-	53.00	41.52	Jul 04, 2013
CDC	83260	DUFRESNOY	1,800.00	-	53.00	41.71	Jul 04, 2013
CDC	83261	DUFRESNOY	1,800.00	-	53.00	41.67	Jul 04, 2013

<i>Disposition Type</i>	<i>Disposition No</i>	<i>Township</i>	<i>Work Requirement</i>	<i>Work Credit</i>	<i>Payment</i>	<i>Hectares</i>	<i>Expiry Date</i>
CDC	83262	DUFRESNOY	1,800.00	-	53.00	34.81	Jul 04, 2013
CDC	83263	DUFRESNOY	1,800.00	-	53.00	42.31	Jul 04, 2013
CDC	96534	DUFRESNOY	1,800.00	-	53.00	42.30	Sep 27, 2013
CDC	96535	DUFRESNOY	1,800.00	-	53.00	42.30	Sep 27, 2013
CDC	96536	DUFRESNOY	1,800.00	-	53.00	42.30	Sep 27, 2013
CDC	96537	DUFRESNOY	1,800.00	-	53.00	42.30	Sep 27, 2013
CDC	96538	DUFRESNOY	1,800.00	-	53.00	42.53	Sep 27, 2013
CDC	96539	DUFRESNOY	1,800.00	-	53.00	42.75	Sep 27, 2013
CDC	96540	DUFRESNOY	1,800.00	-	53.00	34.72	Sep 27, 2013
CDC	96541	DUFRESNOY	1,800.00	-	53.00	42.31	Sep 27, 2013
CDC	96542	DUFRESNOY	1,800.00	-	53.00	42.31	Sep 27, 2013
CDC	96543	DUFRESNOY	1,800.00	-	53.00	42.31	Sep 27, 2013
CDC	96544	DUFRESNOY	1,800.00	-	53.00	34.37	Sep 27, 2013
CDC	1017636	CLERICY	1,800.00	-	53.00	43.52	May 14, 2013
CDC	1017637	CLERICY	1,800.00	-	53.00	43.55	May 14, 2013
CDC	1102897	DUFRESNOY	1,800.00	-	53.00	42.35	Oct 20, 2012
CDC	1102898	DUFRESNOY	1,800.00	-	53.00	34.81	Oct 20, 2012
CDC	1102905	DUFRESNOY	1,800.00	-	53.00	42.47	Oct 20, 2012
CDC	1102906	DUFRESNOY	1,800.00	-	53.00	42.48	Oct 20, 2012
CDC	1102907	DUFRESNOY	1,800.00	-	53.00	42.49	Oct 20, 2012
CDC	1102908	DUFRESNOY	1,800.00	-	53.00	42.49	Oct 20, 2012
CDC	1102909	DUFRESNOY	1,800.00	-	53.00	42.52	Oct 20, 2012
CDC	1102910	DUFRESNOY	1,800.00	-	53.00	42.52	Oct 20, 2012
CDC	1102911	DUFRESNOY	1,800.00	-	53.00	42.51	Oct 20, 2012
CDC	1102912	DUFRESNOY	1,800.00	-	53.00	42.55	Oct 20, 2012
CDC	1102920	DUFRESNOY	1,800.00	-	53.00	42.31	Oct 20, 2012
CDC	1102921	DUFRESNOY	1,800.00	-	53.00	42.31	Oct 20, 2012
CDC	1102923	CLERICY	1,800.00	-	53.00	34.95	Oct 20, 2012
CDC	1102924	CLERICY	1,800.00	-	53.00	42.55	Oct 20, 2014
CDC	1102925	CLERICY	1,800.00	-	53.00	42.49	Oct 20, 2014
CDC	1102926	CLERICY	1,800.00	-	53.00	42.60	Oct 20, 2014
CDC	1102927	CLERICY	1,800.00	-	53.00	42.58	Oct 20, 2014
CDC	1102928	CLERICY	1,800.00	-	53.00	42.60	Oct 20, 2014
CDC	1104109	CLERICY	1,800.00	-	53.00	35.60	Oct 30, 2012
CDC	1104110	CLERICY	1,800.00	-	53.00	42.40	Oct 30, 2012
CDC	1104113	DUFRESNOY	1,800.00	-	53.00	42.30	Oct 30, 2012
CDC	1104114	DUFRESNOY	1,800.00	-	53.00	42.30	Oct 30, 2012
CDC	1104115	DUFRESNOY	1,800.00	-	53.00	42.29	Oct 30, 2012
CDC	1104116	DUFRESNOY	1,800.00	-	53.00	42.29	Oct 30, 2012
CDC	1104117	DUFRESNOY	1,800.00	-	53.00	35.31	Oct 30, 2012
CDC	1123921	CLERICY	1,800.00	-	53.00	40.22	May 08, 2013
CDC	1123922	CLERICY	1,800.00	-	53.00	37.22	May 08, 2013
CDC	1123923	CLERICY	1,800.00	-	53.00	42.62	May 08, 2013
CDC	1124968	DUFRESNOY	1,800.00	-	53.00	42.50	May 21, 2013
CDC	1124969	DUFRESNOY	1,800.00	-	53.00	42.51	May 21, 2013
CDC	1124970	DUFRESNOY	1,800.00	-	53.00	42.31	May 21, 2013
CDC	1124971	DUFRESNOY	1,800.00	-	53.00	42.31	May 21, 2013
CDC	1124972	DUFRESNOY	1,800.00	-	53.00	42.31	May 21, 2013
<i>Claim</i>		<i>62</i>	<i>111,600.00</i>	<i>-</i>	<i>3,286.00</i>	<i>2,562.10</i>	

LAC LAYNES PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) **ALEXIS INTEREST:** **PROJECT NTS:** 32D06
100% (responsible)

ROYALTY/INTEREST:

<i>Claim</i>	<i>2 yr Rental</i>						
CDC	10265	DUPRAT	1,800.00	-	53.00	42.47	Jan 19, 2014
CDC	10266	DUPRAT	1,800.00	-	53.00	42.47	Jan 19, 2014
CDC	10267	DUPRAT	1,800.00	-	53.00	42.45	Jan 19, 2014
CDC	10268	DUPRAT	1,800.00	-	53.00	42.47	Jan 19, 2014
CDC	10269	DUPRAT	1,800.00	-	53.00	42.46	Jan 19, 2014
CDC	10270	DUPRAT	1,800.00	-	53.00	42.47	Jan 19, 2014

<i>Disposition Type</i>	<i>Disposition No</i>	<i>Township</i>	<i>Work Requirement</i>	<i>Work Credit</i>	<i>Payment</i>	<i>Hectares</i>	<i>Expiry Date</i>
CDC	10271	DUPRAT	1,800.00	-	53.00	42.45	Jan 19, 2014
CDC	10272	DUPRAT	1,800.00	-	53.00	42.45	Jan 19, 2014
CDC	47613	DUPRAT	1,800.00	-	53.00	42.41	Dec 01, 2012
CDC	1102515	DUPRAT	1,800.00	-	53.00	42.61	Oct 14, 2012
CDC	1102516	DUPRAT	1,800.00	-	53.00	42.66	Oct 14, 2012
CDC	1102517	DUPRAT	1,800.00	-	53.00	42.64	Oct 14, 2012
CDC	1102518	DUPRAT	1,800.00	-	53.00	43.27	Oct 14, 2012
CDC	1102519	DUPRAT	1,800.00	-	53.00	42.72	Oct 14, 2012
CDC	1102520	DUPRAT	1,800.00	-	53.00	42.69	Oct 14, 2012
CDC	1102521	DUPRAT	1,800.00	-	53.00	42.42	Oct 14, 2012
CDC	1102522	DUPRAT	1,800.00	-	53.00	42.43	Oct 14, 2012
CDC	1102523	DUPRAT	1,800.00	-	53.00	42.43	Oct 14, 2012
CDC	1102524	DUPRAT	1,800.00	-	53.00	42.42	Oct 14, 2012
CDC	1102525	DUPRAT	1,800.00	-	53.00	42.42	Oct 14, 2012
CDC	1102526	DUPRAT	1,800.00	-	53.00	42.44	Oct 14, 2012
CDC	1102527	DUPRAT	1,800.00	-	53.00	42.45	Oct 14, 2012
CDC	1102528	DUPRAT	1,800.00	-	53.00	42.44	Oct 14, 2012
CDC	1102529	DUPRAT	1,800.00	302.34	53.00	42.39	Oct 14, 2012
CDC	1102530	DUPRAT	1,800.00	-	53.00	42.51	Oct 14, 2012
CDC	1102531	DUPRAT	1,800.00	2.70	53.00	42.38	Oct 14, 2012
CDC	1102532	DUPRAT	1,800.00	-	53.00	42.50	Oct 14, 2012
CDC	1102692	DUPRAT	1,800.00	-	53.00	42.39	Oct 20, 2012
CDC	1102693	DUPRAT	1,800.00	-	53.00	42.48	Oct 20, 2012
CDC	1102694	DUPRAT	1,800.00	-	53.00	42.42	Oct 20, 2012
CDC	1102695	DUPRAT	1,800.00	-	53.00	42.48	Oct 20, 2012
CDC	1102696	DUPRAT	1,800.00	-	53.00	42.47	Oct 20, 2012
CDC	1102697	DUPRAT	1,800.00	-	53.00	42.46	Oct 20, 2012
CDC	1102698	DUPRAT	1,800.00	-	53.00	42.47	Oct 20, 2012
CDC	1102699	DUPRAT	1,800.00	-	53.00	42.47	Oct 20, 2012
CDC	1102700	DUPRAT	1,800.00	-	53.00	42.48	Oct 20, 2012
CDC	1102701	DUPRAT	1,800.00	-	53.00	42.48	Oct 20, 2012
CDC	1102702	DUPRAT	1,800.00	-	53.00	42.50	Oct 20, 2012
CDC	1102703	DUPRAT	1,800.00	-	53.00	42.47	Oct 20, 2012
CDC	1102704	DUPRAT	1,800.00	-	53.00	42.48	Oct 20, 2012
CDC	1102705	DUPRAT	1,800.00	-	53.00	42.48	Oct 20, 2012
CDC	1102706	DUPRAT	1,800.00	-	53.00	42.48	Oct 20, 2012
CDC	1102707	DUPRAT	1,800.00	-	53.00	42.44	Oct 20, 2012
CDC	1102708	DUPRAT	1,800.00	-	53.00	42.41	Oct 20, 2012
CDC	1102709	DUPRAT	1,800.00	-	53.00	42.40	Oct 20, 2012
CDC	1102710	DUPRAT	1,800.00	-	53.00	42.45	Oct 20, 2012
CDC	1102711	DUPRAT	1,800.00	-	53.00	42.42	Oct 20, 2012
CDC	1102712	DUPRAT	1,800.00	-	53.00	42.40	Oct 20, 2012
CDC	1102713	DUPRAT	1,800.00	-	53.00	42.32	Oct 20, 2012
CDC	1102714	DUPRAT	1,800.00	-	53.00	42.38	Oct 20, 2012
CDC	1104141	DUPRAT	1,800.00	-	53.00	32.19	Oct 30, 2012
CDC	1104142	DUPRAT	1,800.00	-	53.00	32.15	Oct 30, 2012
CDC	1104143	DUPRAT	1,800.00	-	53.00	32.13	Oct 30, 2012
CDC	1104144	DUPRAT	1,800.00	-	53.00	32.11	Oct 30, 2012
CDC	1104145	DUPRAT	1,800.00	-	53.00	32.07	Oct 30, 2012
CDC	1104146	DUPRAT	1,800.00	-	53.00	32.04	Oct 30, 2012
CDC	1104147	DUPRAT	1,800.00	-	53.00	31.99	Oct 30, 2012
CDC	1104148	DUPRAT	1,800.00	-	53.00	31.90	Oct 30, 2012
CDC	1104149	DUPRAT	1,800.00	-	53.00	31.87	Oct 30, 2012
CDC	1107750	DUPRAT	1,800.00	-	53.00	31.80	Dec 12, 2012
CDC	1107751	DUPRAT	1,800.00	-	53.00	31.80	Dec 12, 2012
CDC	1107752	DUPRAT	1,800.00	-	53.00	31.79	Dec 12, 2012
CDC	1122709	DUPRAT	1,800.00	-	53.00	32.27	Apr 29, 2013
CDC	1122710	DUPRAT	1,800.00	-	53.00	32.22	Apr 29, 2013
CDC	1122711	DUPRAT	1,800.00	-	53.00	32.21	Apr 29, 2013
<i>Claim</i>		<i>65</i>	<i>117,000.00</i>	<i>305.04</i>	<i>3,445.00</i>	<i>2,604.69</i>	

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
<u>LAC MACKAY PROPERTY (QC)</u>							
HOLDER:	Alexis Minerals Corporation (91451) 100% (responsible)		ALEXIS INTEREST:	PROJECT NTS:	32D06		
ROYALTY/INTEREST:							
Claim	2 yr Rental						
CL	5267097	DUPARQUET	750.00	-	27.00	16.00	Dec 22, 2013
CL	5267098	DUPARQUET	750.00	-	27.00	16.00	Dec 22, 2013
CL	5267099	DUPARQUET	750.00	-	27.00	16.00	Dec 22, 2013
CL	5267100	DUPARQUET	750.00	-	27.00	16.00	Dec 22, 2013
CL	5267101	DUPARQUET	750.00	-	27.00	16.00	Dec 22, 2013
CL	5267102	DUPARQUET	750.00	-	27.00	16.00	Dec 22, 2013
CL	5267103	DUPARQUET	750.00	-	27.00	16.00	Dec 22, 2013
CL	5267104	DUPARQUET	750.00	-	27.00	16.00	Dec 22, 2013
CL	5267105	DUPARQUET	750.00	-	27.00	16.00	Dec 22, 2013
CL	5267106	DUPARQUET	750.00	-	27.00	16.00	Dec 22, 2013
CL	5267107	DUPARQUET	750.00	-	27.00	16.00	Dec 22, 2013
CL	5273838	DUPARQUET	750.00	-	27.00	16.00	Jul 17, 2014
CL	5273839	DUPARQUET	750.00	-	27.00	16.00	Jul 17, 2014
CL	5273840	DUPARQUET	750.00	-	27.00	16.00	Jul 17, 2014
CL	5273841	DUPARQUET	750.00	-	27.00	16.00	Jul 17, 2014
CL	5273842	DUPARQUET	500.00	-	27.00	16.00	Jul 17, 2014
CL	5273843	DUPARQUET	750.00	-	27.00	16.00	Jul 17, 2014
CL	5273844	DUPARQUET	750.00	-	27.00	16.00	Jul 17, 2014
CL	5273845	DUPARQUET	750.00	-	27.00	16.00	Jul 17, 2014
CL	5273846	DUPARQUET	500.00	-	27.00	16.00	Jul 17, 2014
CL	5273847	DUPARQUET	750.00	-	27.00	16.00	Jul 17, 2014
CL	5273848	DUPARQUET	750.00	-	27.00	16.00	Jul 17, 2014
CL	5273849	DUPARQUET	750.00	-	27.00	16.00	Jul 17, 2014
CL	5273850	DUPARQUET	500.00	-	27.00	16.00	Jul 17, 2014

LAC MARILLAG PROPERTY (QC)

HOLDER:	Alexis Minerals Corporation (91461) 100% (responsible)	ALEXIS INTEREST:	PROJECT NTS:	32D02 32D07			
ROYALTY/INTEREST:							
Claim	2 yr Rental						
CDC	1102852	JOANNES	1,800.00	660.00	53.00	40.42	Oct 16, 2012
CDC	1102853	JOANNES	1,800.00	260.00	53.00	42.45	Oct 16, 2012
CDC	1102854	JOANNES	1,800.00	1,260.00	53.00	42.45	Oct 16, 2012
CDC	1102855	JOANNES	1,800.00	3,760.00	53.00	42.46	Oct 16, 2012
CDC	1104084	JOANNES	1,800.00	81,411.51	53.00	42.57	Oct 30, 2012
CDC	1104085	JOANNES	1,800.00	660.00	53.00	42.56	Oct 30, 2012
CDC	1104086	JOANNES	1,800.00	1,664.92	53.00	42.55	Oct 30, 2012
CDC	1104097	JOANNES	1,800.00	-	53.00	42.72	Oct 30, 2012
CDC	1104098	JOANNES	1,800.00	-	53.00	42.65	Oct 30, 2012
CDC	1104099	JOANNES	1,800.00	-	53.00	42.65	Oct 30, 2012
CDC	1104100	JOANNES	1,800.00	-	53.00	42.64	Oct 30, 2012
CDC	1104101	JOANNES	1,800.00	-	53.00	42.64	Oct 30, 2012
CDC	1104102	JOANNES	1,800.00	-	53.00	42.62	Oct 30, 2012
CDC	1104103	JOANNES	1,800.00	-	53.00	42.65	Oct 30, 2012
CDC	1104104	JOANNES	1,800.00	-	53.00	42.66	Oct 30, 2012
Claim		15	27,000.00	89,676.43	795.00	636.69	

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
<u>LAC MILLY PROPERTY (QC)</u>							
HOLDER:		Alexis Minerals Corporation (91461) 100% (responsible)	ALEXIS INTEREST:	PROJECT NTS:	32D06		
ROYALTY/INTEREST:							
Claim		2 yr Rental					
CDC	1104250	HEBECOURT	1,800.00	767.45	53.00	42.37	Nov 03, 2012
CDC	1104251	HEBECOURT	1,800.00	767.45	53.00	42.38	Nov 03, 2012
CDC	1104252	HEBECOURT	1,800.00	1,759.57	53.00	42.38	Nov 03, 2012
CDC	1104253	HEBECOURT	1,800.00	1,759.57	53.00	42.39	Nov 03, 2012
CDC	1104254	HEBECOURT	1,800.00	1,759.57	53.00	42.39	Nov 03, 2012
CDC	1104255	HEBECOURT	1,800.00	1,759.57	53.00	42.27	Nov 03, 2012
CDC	1104820	HEBECOURT	1,800.00	1,759.57	53.00	42.28	Nov 06, 2012
CDC	1104821	HEBECOURT	1,800.00	1,759.57	53.00	42.30	Nov 06, 2012
CDC	1104822	HEBECOURT	1,800.00	1,759.57	53.00	42.33	Nov 06, 2012
CDC	1104823	HEBECOURT	1,800.00	1,759.57	53.00	42.36	Nov 06, 2012
CDC	1104824	HEBECOURT	1,800.00	1,759.57	53.00	42.38	Nov 06, 2012
CDC	1104825	HEBECOURT	1,800.00	1,801.07	53.00	42.41	Nov 06, 2012
CDC	1104826	HEBECOURT	1,800.00	1,759.57	53.00	42.44	Nov 06, 2012
CDC	1104827	HEBECOURT	1,800.00	1,759.53	53.00	42.46	Nov 06, 2012
CDC	1104828	HEBECOURT	1,800.00	767.45	53.00	42.49	Nov 06, 2012
CDC	1104829	HEBECOURT	1,800.00	767.45	53.00	42.51	Nov 06, 2012
CDC	1104830	HEBECOURT	1,800.00	767.45	53.00	42.43	Nov 06, 2012
CDC	1104831	HEBECOURT	1,800.00	767.45	53.00	42.83	Nov 06, 2012
Claim		18	32,400.00	25,761.00	954.00	763.40	

<u>LAC MONTBRAY PROPERTY (QC)</u>							
HOLDER:	Alexis Minerals Corporation (91461) 100% (responsible)		ALEXIS INTEREST:	PROJECT NTS:	32D06		
ROYALTY/INTEREST:							
Claim	2 yr Rental						
CDC	16379	MONTBRAY	1,800.00	-	53.00	41.84	Mar 23, 2014
CDC	16380	MONTBRAY	1,800.00	-	53.00	41.89	Mar 23, 2014
CDC	16381	MONTBRAY	1,800.00	5,585.11	53.00	41.84	Mar 23, 2014
CDC	16382	MONTBRAY	1,800.00	7,247.43	53.00	41.66	Mar 23, 2014
CDC	16383	MONTBRAY	1,800.00	6,416.23	53.00	41.71	Mar 23, 2014
CDC	26333	MONTBRAY	1,800.00	-	53.00	42.35	Jul 11, 2014
CDC	26334	MONTBRAY	1,800.00	-	53.00	42.35	Jul 11, 2014
CDC	26335	MONTBRAY	1,800.00	-	53.00	42.43	Jul 11, 2014
CDC	48668	DASSERAT	1,800.00	-	53.00	41.86	Dec 15, 2012
CDC	48669	DASSERAT	1,800.00	-	53.00	41.82	Dec 15, 2012
CDC	48670	DASSERAT	1,800.00	-	53.00	41.85	Dec 15, 2012
CDC	48671	DASSERAT	1,800.00	-	53.00	41.86	Dec 15, 2012
CDC	48672	DASSERAT	1,800.00	-	53.00	42.64	Dec 15, 2012
CDC	48673	DASSERAT	1,800.00	-	53.00	42.64	Dec 15, 2012
CDC	48674	DASSERAT	1,800.00	-	53.00	42.66	Dec 15, 2012
CDC	48675	DASSERAT	1,800.00	-	53.00	42.70	Dec 15, 2012
CDC	48676	DASSERAT	1,800.00	-	53.00	42.67	Dec 15, 2012
CDC	48677	MONTBRAY	1,800.00	-	53.00	42.40	Dec 15, 2012
CDC	48678	MONTBRAY	1,800.00	-	53.00	42.39	Dec 15, 2012
CDC	48679	MONTBRAY	1,800.00	-	53.00	41.90	Dec 15, 2012
CDC	48680	MONTBRAY	1,800.00	-	53.00	42.40	Dec 15, 2012
CDC	1102654	MONTBRAY	1,800.00	-	53.00	41.94	Dec 02, 2012
CDC	1102655	MONTBRAY	1,800.00	-	53.00	41.87	Dec 02, 2012
CDC	1102656	MONTBRAY	1,800.00	-	53.00	42.55	Dec 02, 2012
CDC	1102657	MONTBRAY	1,800.00	-	53.00	41.60	Dec 02, 2012
CDC	1102659	MONTBRAY	1,800.00	-	53.00	42.79	Dec 02, 2012
CDC	1102660	MONTBRAY	1,800.00	-	53.00	42.65	Dec 02, 2012
CDC	1102661	MONTBRAY	1,800.00	-	53.00	42.68	Dec 02, 2012
CDC	1102662	MONTBRAY	1,800.00	-	53.00	42.87	Dec 02, 2012
CDC	1102663	MONTBRAY	1,800.00	-	53.00	42.73	Dec 02, 2012

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
CDC	1102664	MONTBRAY	1,800.00	-	53.00	42.74	Dec 02, 2012
CDC	1102665	MONTBRAY	1,800.00	-	53.00	42.93	Dec 02, 2012
CDC	1102670	MONTBRAY	1,800.00	-	53.00	42.35	Dec 02, 2012
CDC	1102671	MONTBRAY	1,800.00	-	53.00	42.34	Dec 02, 2012
CDC	1102672	MONTBRAY	1,800.00	-	53.00	42.34	Dec 02, 2012
CDC	1102673	MONTBRAY	1,800.00	-	53.00	42.35	Dec 02, 2012
CDC	1102674	MONTBRAY	1,800.00	-	53.00	42.35	Dec 02, 2012
CDC	1118929	MONTBRAY	1,800.00	-	53.00	41.98	Feb 26, 2013
CDC	1118930	MONTBRAY	1,800.00	-	53.00	42.05	Feb 26, 2013
CDC	1118931	MONTBRAY	1,800.00	-	53.00	42.03	Feb 26, 2013
CDC	1118932	MONTBRAY	1,800.00	-	53.00	41.92	Feb 26, 2013
CDC	1119033	MONTBRAY	1,800.00	-	53.00	42.43	Feb 27, 2013
CDC	1120065	MONTBRAY	1,800.00	-	53.00	42.17	Mar 17, 2013
CDC	1120066	MONTBRAY	1,800.00	-	53.00	42.14	Mar 17, 2013
CDC	1120067	MONTBRAY	1,800.00	-	53.00	42.12	Mar 17, 2013
CDC	1120068	MONTBRAY	1,800.00	-	53.00	42.09	Mar 17, 2013
CDC	1120069	MONTBRAY	1,800.00	-	53.00	42.46	Mar 17, 2013
CDC	1120070	MONTBRAY	1,800.00	-	53.00	42.40	Mar 17, 2013
CDC	1120071	MONTBRAY	1,800.00	-	53.00	42.43	Mar 17, 2013
CDC	1120072	MONTBRAY	1,800.00	-	53.00	42.52	Mar 17, 2013
CDC	1120073	MONTBRAY	1,800.00	-	53.00	42.55	Mar 17, 2013
CDC	1120074	MONTBRAY	1,800.00	-	53.00	42.49	Mar 17, 2013
Claim		52	93,600.00	19,248.77	2,756.00	2,198.72	

LAC PARFOURU 2002 PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) ALEXIS INTEREST: PROJECT NTS: 32D07
100% (responsible)

ROYALTY/INTEREST:

Claim	2 yr Rental						
CDC	1103723	CLERICY	1,800.00	-	53.00	42.13	Oct 28, 2012
CDC	1103724	CLERICY	1,800.00	-	53.00	42.13	Oct 28, 2012
CDC	1103725	CLERICY	1,800.00	-	53.00	42.13	Oct 28, 2012
CDC	1103726	CLERICY	1,800.00	-	53.00	42.13	Oct 28, 2012
Claim		4	7,200.00	-	212.00	168.52	

LAC REMILLAC PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) ALEXIS INTEREST: PROJECT NTS: 32D06
100% (responsible)

ROYALTY/INTEREST:

Claim	2 yr Rental						
CDC	10282	DUPRAT	1,800.00	-	53.00	42.36	Jan 19, 2014
CDC	10283	DUPRAT	1,800.00	-	53.00	42.37	Jan 19, 2014
CDC	10284	DUPRAT	1,800.00	-	53.00	42.37	Jan 19, 2014
CDC	10285	DUPRAT	1,800.00	-	53.00	42.39	Jan 19, 2014
CDC	10286	DUPRAT	1,800.00	-	53.00	42.39	Jan 19, 2014
CDC	10287	DUPRAT	1,800.00	-	53.00	42.39	Jan 19, 2014
CDC	26336	MONTBRAY	1,800.00	-	53.00	42.35	Jul 11, 2014
CDC	26337	MONTBRAY	1,800.00	-	53.00	42.35	Jul 11, 2014
CDC	1102666	MONTBRAY	1,800.00	-	53.00	43.15	Dec 02, 2012
CDC	1102675	MONTBRAY	1,800.00	-	53.00	42.35	Dec 02, 2012
CDC	1102676	MONTBRAY	1,800.00	-	53.00	42.35	Dec 02, 2012
CDC	1102677	MONTBRAY	1,800.00	-	53.00	42.37	Dec 02, 2012
CDC	1102678	MONTBRAY	1,800.00	-	53.00	42.36	Dec 02, 2012
CDC	1102679	MONTBRAY	1,800.00	-	53.00	42.61	Dec 02, 2012
CDC	1102680	MONTBRAY	1,800.00	-	53.00	42.43	Dec 02, 2012
CDC	1102681	MONTBRAY	1,800.00	-	53.00	42.36	Dec 02, 2012
CDC	1102682	MONTBRAY	1,800.00	-	53.00	42.36	Dec 02, 2012
CDC	1102743	MONTBRAY	1,800.00	-	53.00	28.46	Oct 23, 2012
CDC	1103938	DUPRAT	1,800.00	-	53.00	32.40	Oct 28, 2012

<i>Disposition Type</i>	<i>Disposition No</i>	<i>Township</i>	<i>Work Requirement</i>	<i>Work Credit</i>	<i>Payment</i>	<i>Hectares</i>	<i>Expiry Date</i>
CDC	1103939	DUPRAT	1,800.00	-	53.00	42.51	Oct 28, 2012
CDC	1103940	DUPRAT	1,800.00	-	53.00	42.51	Oct 28, 2012
CDC	1103941	DUPRAT	1,800.00	-	53.00	42.51	Oct 28, 2012
CDC	1103942	DUPRAT	1,800.00	-	53.00	42.51	Oct 28, 2012
CDC	1103943	DUPRAT	1,800.00	-	53.00	42.51	Oct 28, 2012
CDC	1103944	DUPRAT	1,800.00	-	53.00	42.51	Oct 28, 2012
CDC	1119034	MONTBRAY	1,800.00	-	53.00	41.80	Feb 27, 2013
CDC	1119035	MONTBRAY	1,800.00	-	53.00	41.78	Feb 27, 2013
CDC	1120061	DUPRAT	1,800.00	-	53.00	42.32	Mar 17, 2013
CDC	1120062	DUPRAT	1,800.00	-	53.00	42.34	Mar 17, 2013
CDC	1120063	DUPRAT	1,800.00	-	53.00	42.35	Mar 17, 2013
CDC	1120064	DUPRAT	1,800.00	-	53.00	42.35	Mar 17, 2013
CDC	1120583	DUPRAT	1,800.00	-	53.00	32.26	Mar 24, 2013
CDC	1120584	DUPRAT	1,800.00	-	53.00	42.32	Mar 24, 2013
CDC	1120585	DUPRAT	1,800.00	-	53.00	42.33	Mar 24, 2013
CDC	1120586	DUPRAT	1,800.00	-	53.00	42.34	Mar 24, 2013
<i>Claim</i>		<i>35</i>	<i>63,000.00</i>	<i>-</i>	<i>1,855.00</i>	<i>1,449.44</i>	

LAC ROUTHIER PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) *ALEXIS INTEREST:* *PROJECT NTS:* 32D02
100% (responsible)

ROYALTY/INTEREST:

<i>Claim</i>	<i>2 yr Rental</i>						
CDC	1102729	ROUYN	750.00	-	27.00	20.87	Oct 15, 2012
CDC	1102730	ROUYN	750.00	-	27.00	20.87	Oct 15, 2012
CDC	1102731	ROUYN	750.00	-	27.00	20.88	Oct 15, 2012
CDC	1102832	ROUYN	1,800.00	-	53.00	35.09	Oct 16, 2012
CDC	1102836	ROUYN	750.00	-	27.00	19.65	Oct 16, 2012
CDC	1102837	ROUYN	1,800.00	-	53.00	26.28	Oct 16, 2012
CDC	1102838	ROUYN	1,800.00	-	53.00	25.35	Oct 16, 2012
CDC	1102839	ROUYN	1,800.00	-	53.00	25.09	Oct 16, 2012
CDC	1102840	ROUYN	750.00	-	27.00	21.26	Oct 16, 2012
CDC	1102841	ROUYN	750.00	-	27.00	15.51	Oct 16, 2012
CDC	1102842	ROUYN	1,800.00	-	53.00	25.64	Oct 16, 2012
CDC	1102843	ROUYN	750.00	-	27.00	17.51	Oct 16, 2012
CDC	1102844	ROUYN	750.00	-	27.00	14.67	Oct 16, 2012
CDC	1102845	ROUYN	750.00	-	27.00	14.13	Oct 16, 2012
CDC	1102846	ROUYN	750.00	-	27.00	14.32	Oct 16, 2012
CDC	1102847	ROUYN	750.00	-	27.00	16.62	Oct 16, 2012
CDC	1102848	ROUYN	750.00	-	27.00	16.39	Oct 16, 2012
CDC	1102849	ROUYN	750.00	-	27.00	15.35	Oct 16, 2012
CDC	1102850	ROUYN	750.00	-	27.00	15.02	Oct 16, 2012
CDC	1103167	ROUYN	750.00	-	27.00	21.31	Oct 23, 2012
CDC	1103168	ROUYN	750.00	-	27.00	21.22	Oct 23, 2012
CDC	1103169	ROUYN	750.00	-	27.00	21.13	Oct 23, 2012
CDC	1103170	ROUYN	750.00	-	27.00	21.09	Oct 23, 2012
CDC	1103171	ROUYN	750.00	-	27.00	21.10	Oct 23, 2012
CDC	1103172	ROUYN	750.00	-	27.00	21.11	Oct 23, 2012
CDC	1103173	ROUYN	750.00	-	27.00	21.11	Oct 23, 2012
CDC	1103174	ROUYN	750.00	-	27.00	14.19	Oct 23, 2012
CDC	1103175	ROUYN	750.00	-	27.00	15.00	Oct 23, 2012
<i>Claim</i>		<i>28</i>	<i>26,250.00</i>	<i>-</i>	<i>886.00</i>	<i>557.76</i>	

NORALEX PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) *ALEXIS INTEREST:* *PROJECT NTS:* 32D07
100% (responsible)

ROYALTY/INTEREST:

<i>Claim</i>	<i>2 yr Rental</i>						
CDC	37988	CLERICY	1,800.00	-	53.00	42.41	Sep 15, 2012

<i>Disposition Type</i>	<i>Disposition No</i>	<i>Township</i>	<i>Work Requirement</i>	<i>Work Credit</i>	<i>Payment</i>	<i>Hectares</i>	<i>Expiry Date</i>
CDC	37989	CLERICY	1,800.00	-	53.00	42.36	Sep 15, 2012
CDC	37990	CLERICY	1,800.00	-	53.00	42.51	Sep 15, 2012
CDC	37991	CLERICY	1,800.00	191,351.35	53.00	42.42	Sep 15, 2012
CDC	37992	CLERICY	1,800.00	348,833.43	53.00	42.76	Sep 15, 2012
CDC	37993	CLERICY	1,800.00	121,199.98	53.00	42.56	Sep 15, 2012
CDC	37994	CLERICY	1,800.00	18,809.66	53.00	42.46	Sep 15, 2012
CDC	37995	CLERICY	1,800.00	-	53.00	42.55	Sep 15, 2012
CDC	37996	CLERICY	1,800.00	-	53.00	42.40	Sep 15, 2012
CDC	37997	CLERICY	1,800.00	-	53.00	42.47	Sep 15, 2012
CDC	37998	CLERICY	1,800.00	-	53.00	42.48	Sep 15, 2012
CDC	1038098	CLERICY	1,800.00	41,014.63	53.00	42.09	Nov 20, 2013
CDC	1038099	CLERICY	1,800.00	19,161.79	53.00	42.15	Nov 20, 2013
CDC	1038100	CLERICY	1,800.00	-	53.00	42.18	Nov 20, 2013
CDC	1038101	CLERICY	1,800.00	-	53.00	42.10	Nov 20, 2013
CDC	1038102	CLERICY	1,800.00	-	53.00	42.16	Nov 20, 2013
CDC	1038103	CLERICY	1,800.00	-	53.00	42.32	Nov 20, 2013
CDC	1038104	CLERICY	1,800.00	25,692.40	53.00	42.35	Nov 20, 2013
CDC	1038105	CLERICY	1,800.00	-	53.00	42.33	Nov 20, 2013
CDC	1038106	CLERICY	1,800.00	6,892.78	53.00	42.46	Nov 20, 2013
CDC	1038107	CLERICY	1,800.00	-	53.00	42.53	Nov 20, 2013
CDC	1038108	CLERICY	1,800.00	-	53.00	42.59	Nov 20, 2013
CDC	1038109	CLERICY	1,800.00	-	53.00	42.66	Nov 20, 2013
CDC	1038110	CLERICY	1,800.00	-	53.00	42.69	Nov 20, 2013
CDC	1038111	CLERICY	1,800.00	-	53.00	42.57	Nov 20, 2013
CDC	1038112	CLERICY	1,800.00	-	53.00	42.61	Nov 20, 2013
CDC	1038113	CLERICY	1,800.00	-	53.00	42.55	Nov 20, 2013
CDC	1038114	CLERICY	1,800.00	-	53.00	42.47	Nov 20, 2013
CDC	1038115	CLERICY	1,800.00	-	53.00	42.53	Nov 20, 2013
CDC	1038116	CLERICY	1,800.00	-	53.00	42.59	Nov 20, 2013
CDC	1038117	CLERICY	1,800.00	-	53.00	42.76	Nov 20, 2013
CDC	1038118	CLERICY	1,800.00	-	53.00	42.86	Nov 20, 2013
CDC	1038119	CLERICY	1,800.00	-	53.00	42.61	Nov 20, 2013
CDC	1038120	CLERICY	1,800.00	-	53.00	42.83	Nov 20, 2013
CDC	1038121	CLERICY	1,800.00	-	53.00	42.71	Nov 20, 2013
CDC	1038122	CLERICY	1,800.00	-	53.00	46.21	Nov 20, 2013
CDC	1038123	CLERICY	1,800.00	-	53.00	38.80	Nov 20, 2013
CDC	1038124	CLERICY	1,800.00	-	53.00	42.62	Nov 20, 2013
CDC	1038125	CLERICY	1,800.00	-	53.00	41.21	Nov 20, 2013
CDC	1038126	CLERICY	1,800.00	-	53.00	42.14	Nov 20, 2013
CDC	1038127	CLERICY	1,800.00	-	53.00	42.16	Nov 20, 2013
CDC	1038128	CLERICY	1,800.00	-	53.00	42.23	Nov 20, 2013
CDC	1038129	CLERICY	1,800.00	-	53.00	42.32	Nov 20, 2013
CDC	1038130	CLERICY	1,800.00	-	53.00	41.73	Nov 20, 2013
CDC	1038131	CLERICY	1,800.00	-	53.00	42.36	Nov 20, 2013
CDC	1095031	CLERICY	1,800.00	-	53.00	42.68	May 30, 2014
CDC	1095032	CLERICY	1,800.00	-	53.00	42.69	May 30, 2014
CDC	1095033	CLERICY	1,800.00	4,220.86	53.00	42.71	May 30, 2014
CDC	1095034	CLERICY	1,800.00	1,614.30	53.00	42.74	May 30, 2014
CDC	1095035	CLERICY	1,800.00	-	53.00	42.76	May 30, 2014
CDC	1095036	CLERICY	1,800.00	-	53.00	42.75	May 30, 2014
CDC	1095037	CLERICY	1,800.00	-	53.00	42.72	May 30, 2014
CDC	1095038	CLERICY	1,800.00	-	53.00	42.74	May 30, 2014
CDC	1102929	CLERICY	1,800.00	-	53.00	42.21	Oct 20, 2012
CDC	1102930	CLERICY	1,800.00	-	53.00	42.31	Oct 20, 2012
CDC	1102931	CLERICY	1,800.00	-	53.00	42.35	Oct 20, 2012
CDC	1103033	CLERICY	1,800.00	-	53.00	42.13	Oct 22, 2012
CDC	1103034	CLERICY	1,800.00	-	53.00	42.46	Oct 22, 2012
CDC	1103035	CLERICY	1,800.00	-	53.00	42.78	Oct 22, 2012
CDC	1103036	CLERICY	1,800.00	-	53.00	42.00	Oct 22, 2012
CDC	1103037	CLERICY	1,800.00	-	53.00	42.43	Oct 22, 2012
CDC	1103038	CLERICY	1,800.00	-	53.00	42.43	Oct 22, 2012
CDC	1103044	CLERICY	1,800.00	6,333.67	53.00	42.25	Oct 22, 2012
CDC	1103045	CLERICY	1,800.00	17,851.40	53.00	42.39	Oct 22, 2012

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
CDC	1103046	CLERICY	1,800.00	281.94	53.00	42.39	Oct 22, 2012
CDC	1103047	CLERICY	1,800.00	281.93	53.00	42.36	Oct 22, 2012
CDC	1103048	CLERICY	1,800.00	281.93	53.00	42.35	Oct 22, 2012
CDC	1103049	CLERICY	1,800.00	-	53.00	42.33	Oct 22, 2012
CDC	1103050	CLERICY	1,800.00	-	53.00	43.89	Oct 22, 2012
CDC	1103051	CLERICY	1,800.00	-	53.00	40.78	Oct 22, 2012
CDC	1103056	CLERICY	1,800.00	-	53.00	42.52	Oct 22, 2012
CDC	1103057	CLERICY	1,800.00	-	53.00	42.59	Oct 22, 2012
CDC	1103058	CLERICY	1,800.00	-	53.00	42.81	Oct 22, 2012
CDC	1103059	CLERICY	1,800.00	-	53.00	42.71	Oct 22, 2012
CDC	1103060	CLERICY	1,800.00	-	53.00	42.56	Oct 22, 2012
CDC	1103061	CLERICY	1,800.00	-	53.00	42.51	Oct 22, 2012
CDC	1103062	CLERICY	1,800.00	-	53.00	42.58	Oct 22, 2012
CDC	1103063	CLERICY	1,800.00	-	53.00	42.50	Oct 22, 2012
CDC	1103064	CLERICY	1,800.00	-	53.00	42.69	Oct 22, 2012
CDC	1103065	CLERICY	1,800.00	-	53.00	42.64	Oct 22, 2012
CDC	1103066	CLERICY	1,800.00	-	53.00	42.65	Oct 22, 2012
CDC	1103067	CLERICY	1,800.00	-	53.00	42.66	Oct 22, 2012
CDC	1103068	CLERICY	1,800.00	-	53.00	42.55	Oct 22, 2012
CDC	1103688	CLERICY	1,800.00	-	53.00	42.96	Oct 28, 2012
CDC	1103689	CLERICY	1,800.00	-	53.00	42.94	Oct 28, 2012
CDC	1103690	CLERICY	1,800.00	-	53.00	42.90	Oct 28, 2012
CDC	1103691	CLERICY	1,800.00	-	53.00	42.97	Oct 28, 2012
CDC	1103692	CLERICY	1,800.00	-	53.00	42.94	Oct 28, 2012
CDC	1103693	CLERICY	1,800.00	-	53.00	61.49	Oct 28, 2012
CDC	1103694	CLERICY	1,800.00	-	53.00	42.41	Oct 28, 2012
CDC	1103695	CLERICY	1,800.00	-	53.00	42.56	Oct 28, 2012
CDC	1103696	CLERICY	1,800.00	-	53.00	42.59	Oct 28, 2012
CDC	1103697	CLERICY	1,800.00	2,249.12	53.00	42.56	Oct 28, 2012
CDC	1103698	CLERICY	1,800.00	2,249.12	53.00	42.58	Oct 28, 2012
CDC	1103699	CLERICY	1,800.00	2,249.12	53.00	42.61	Oct 28, 2012
CDC	1103700	CLERICY	1,800.00	2,249.12	53.00	42.53	Oct 28, 2012
CDC	1103701	CLERICY	1,800.00	14,364.38	53.00	42.61	Oct 28, 2012
CDC	1103702	CLERICY	1,800.00	-	53.00	42.77	Oct 28, 2012
CDC	1103703	CLERICY	1,800.00	-	53.00	42.70	Oct 28, 2012
CDC	1103704	CLERICY	1,800.00	-	53.00	42.82	Oct 28, 2012
CDC	1103705	CLERICY	1,800.00	-	53.00	42.81	Oct 28, 2012
CDC	1103706	CLERICY	1,800.00	-	53.00	34.67	Oct 28, 2012
CDC	1103707	CLERICY	1,800.00	-	53.00	42.29	Oct 28, 2012
CDC	1103708	CLERICY	1,800.00	-	53.00	42.33	Oct 28, 2012
CDC	1103709	CLERICY	1,800.00	-	53.00	42.34	Oct 28, 2012
CDC	1103710	CLERICY	1,800.00	-	53.00	42.34	Oct 28, 2012
CDC	1103711	CLERICY	1,800.00	-	53.00	42.38	Oct 28, 2012
CDC	1103712	CLERICY	1,800.00	-	53.00	42.37	Oct 28, 2012
CDC	1103713	CLERICY	1,800.00	65,113.25	53.00	42.36	Oct 28, 2012
CDC	1103714	CLERICY	1,800.00	36,940.26	53.00	42.34	Oct 28, 2012
CDC	1103715	CLERICY	1,800.00	2,249.12	53.00	42.33	Oct 28, 2012
CDC	1103716	CLERICY	1,800.00	2,249.12	53.00	42.22	Oct 28, 2012
CDC	1103717	CLERICY	1,800.00	32,998.58	53.00	42.18	Oct 28, 2012
CDC	1103718	CLERICY	1,800.00	-	53.00	42.26	Oct 28, 2012
CDC	1103719	CLERICY	1,800.00	-	53.00	42.06	Oct 28, 2012
CDC	1103720	CLERICY	1,800.00	-	53.00	42.31	Oct 28, 2012
CDC	1103721	CLERICY	1,800.00	-	53.00	42.16	Oct 28, 2012
CDC	1103722	CLERICY	1,800.00	-	53.00	42.00	Oct 28, 2012
CDC	1103760	LA PAUSE	1,800.00	-	53.00	36.16	Oct 28, 2012
CDC	1103761	LA PAUSE	1,800.00	-	53.00	42.78	Oct 28, 2012
CDC	1103762	LA PAUSE	1,800.00	-	53.00	42.86	Oct 28, 2012
CDC	1103763	LA PAUSE	1,800.00	-	53.00	42.84	Oct 28, 2012
CDC	1103764	LA PAUSE	1,800.00	-	53.00	42.76	Oct 28, 2012
CDC	1103765	LA PAUSE	1,800.00	-	53.00	42.87	Oct 28, 2012
CDC	1117234	CLERICY	1,800.00	-	53.00	65.51	Jan 29, 2013
CDC	1119046	CLERICY	1,800.00	-	53.00	42.58	Feb 27, 2013
CDC	1119047	CLERICY	1,800.00	-	53.00	42.61	Feb 27, 2013

<i>Disposition Type</i>	<i>Disposition No</i>	<i>Township</i>	<i>Work Requirement</i>	<i>Work Credit</i>	<i>Payment</i>	<i>Hectares</i>	<i>Expiry Date</i>
CDC	1119048	CLERICY	1,800.00	-	53.00	42.50	Feb 27, 2013
CDC	1119049	CLERICY	1,800.00	-	53.00	42.55	Feb 27, 2013
CDC	1119050	CLERICY	1,800.00	-	53.00	42.66	Feb 27, 2013
CDC	1119051	CLERICY	1,800.00	-	53.00	42.75	Feb 27, 2013
CDC	1119052	CLERICY	1,800.00	449.11	53.00	42.38	Feb 27, 2013
CDC	1119053	CLERICY	1,800.00	22,696.22	53.00	42.39	Feb 27, 2013
CDC	1119054	CLERICY	1,800.00	2,249.11	53.00	42.35	Feb 27, 2013
CDC	1119763	CLERICY	1,800.00	-	53.00	42.35	Mar 12, 2013
CDC	1119764	CLERICY	1,800.00	-	53.00	42.52	Mar 12, 2013
CDC	1119765	CLERICY	1,800.00	-	53.00	42.63	Mar 12, 2013
CDC	1119766	CLERICY	1,800.00	-	53.00	42.59	Mar 12, 2013
<i>Claim</i>		<i>138</i>	<i>248,400.00</i>	<i>993,127.69</i>	<i>7,314.00</i>	<i>5,891.79</i>	

NORD/MACAMIC HIGHWAY PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461)
100% (responsible)

ALEXIS INTEREST:

PROJECT NTS: 32D06

ROYALTY/INTEREST:

<i>Claim</i>	<i>2 yr Rental</i>						
CDC	1102500	DUFRESNOY	750.00	-	27.00	16.62	Oct 14, 2014
CDC	1102501	DUFRESNOY	750.00	-	27.00	15.79	Oct 14, 2014
CDC	1102502	DUFRESNOY	750.00	-	27.00	15.70	Oct 14, 2014
CDC	1102503	DUFRESNOY	750.00	-	27.00	15.70	Oct 14, 2014
CDC	1102504	DUFRESNOY	750.00	-	27.00	15.87	Oct 14, 2014
CDC	1102505	DUFRESNOY	750.00	-	27.00	16.84	Oct 14, 2014
CDC	1102506	DUFRESNOY	750.00	-	27.00	18.66	Oct 14, 2014
CDC	1102507	DUFRESNOY	750.00	-	27.00	19.42	Oct 14, 2014
CDC	1102508	DUFRESNOY	750.00	-	27.00	22.42	Oct 14, 2014
CDC	1102509	DUFRESNOY	1,800.00	-	53.00	42.71	Oct 14, 2014
CDC	1102510	DUFRESNOY	1,800.00	-	53.00	42.77	Oct 14, 2014
CDC	1102511	DUFRESNOY	1,800.00	-	53.00	42.79	Oct 14, 2014
CDC	1102512	DUFRESNOY	1,800.00	-	53.00	41.36	Oct 14, 2014
CDC	1102513	DUFRESNOY	1,800.00	-	53.00	30.92	Oct 14, 2014
CDC	1102514	DUFRESNOY	1,800.00	-	53.00	25.93	Oct 14, 2014
CDC	1102689	DUFRESNOY	1,800.00	-	53.00	33.47	Oct 20, 2012
CDC	1102690	DUFRESNOY	750.00	-	27.00	24.12	Oct 20, 2012
CDC	1102691	DUFRESNOY	750.00	-	27.00	13.70	Oct 20, 2012
CDC	1103362	DUFRESNOY	1,800.00	-	53.00	32.58	Oct 24, 2014
CDC	1103363	DUFRESNOY	1,800.00	-	53.00	32.55	Oct 24, 2014
CDC	1103364	DUFRESNOY	1,800.00	-	53.00	33.05	Oct 24, 2014
CDC	1103365	DUFRESNOY	1,800.00	-	53.00	33.01	Oct 24, 2014
CDC	1103366	DUFRESNOY	1,800.00	-	53.00	31.59	Oct 24, 2014
CDC	1103367	DUFRESNOY	1,800.00	-	53.00	28.25	Oct 24, 2014
CDC	1103368	DUFRESNOY	1,800.00	-	53.00	26.54	Oct 24, 2014
CDC	1103369	DUFRESNOY	750.00	-	27.00	24.35	Oct 24, 2014
CDC	1103370	DUFRESNOY	750.00	-	27.00	24.98	Oct 24, 2014
CDC	1103371	DUFRESNOY	1,800.00	-	53.00	28.33	Oct 24, 2014
CDC	1104434	DESTOR	750.00	-	27.00	15.02	Nov 05, 2012
CDC	1104435	DESTOR	750.00	-	27.00	16.13	Nov 05, 2012
CDC	1104436	DESTOR	750.00	-	27.00	14.14	Nov 05, 2012
CDC	1104444	DUFRESNOY	750.00	-	27.00	17.00	Nov 05, 2012
CDC	1104445	DUFRESNOY	750.00	-	27.00	17.92	Nov 05, 2012
CDC	1104446	DUFRESNOY	750.00	-	27.00	22.27	Nov 05, 2012
CDC	1104447	DUFRESNOY	1,800.00	-	53.00	25.50	Nov 05, 2012
CDC	1104448	DUFRESNOY	1,800.00	-	53.00	27.07	Nov 05, 2012
CDC	1104449	DUFRESNOY	1,800.00	-	53.00	29.35	Nov 05, 2012
CDC	1104450	DUFRESNOY	1,800.00	-	53.00	31.87	Nov 05, 2014
CDC	1104451	DUFRESNOY	1,800.00	-	53.00	33.93	Nov 05, 2014
CDC	1104774	DUFRESNOY	1,800.00	-	53.00	32.80	Nov 12, 2014
CDC	1104955	DESTOR	750.00	-	27.00	6.20	Nov 11, 2012
CDC	1104956	DESTOR	750.00	-	27.00	8.97	Nov 11, 2012
CDC	1104957	DESTOR	750.00	-	27.00	12.24	Nov 11, 2012

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
CDC	1104958	DESTOR	750.00	-	27.00	15.52	Nov 11, 2012
CDC	1104959	DESTOR	750.00	-	27.00	18.80	Nov 11, 2012
CDC	1104960	DESTOR	750.00	-	27.00	22.07	Nov 11, 2012
CDC	1107748	DESTOR	750.00	-	27.00	12.15	Dec 12, 2012
CDC	1107749	DESTOR	750.00	-	27.00	10.08	Dec 12, 2012
Claim		48	58,050.00	-	1,842.00	1,141.15	

NORD-TROMAC PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) ALEXIS INTEREST: PROJECT NTS: 32D07
100% (responsible)

ROYALTY/INTEREST:

Claim	2 yr Rental						
CDC	10293	DUFRESNOY	1,800.00	-	53.00	42.32	Jan 20, 2014
CDC	1102913	DUFRESNOY	1,800.00	109.63	53.00	42.32	Oct 20, 2012
CDC	1102914	DUFRESNOY	1,800.00	-	53.00	42.32	Oct 20, 2014
CDC	1102915	DUFRESNOY	1,800.00	-	53.00	42.32	Oct 20, 2014
CDC	1102916	DUFRESNOY	1,800.00	-	53.00	42.32	Oct 20, 2014
CDC	1102917	DUFRESNOY	1,800.00	-	53.00	42.32	Oct 20, 2014
CDC	1102918	DUFRESNOY	1,800.00	-	53.00	42.32	Oct 20, 2014
CDC	1102919	DUFRESNOY	1,800.00	-	53.00	42.32	Oct 20, 2014
Claim		8	14,400.00	109.63	424.00	338.56	

RIVIERE-MOUILLEUSE PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) ALEXIS INTEREST: PROJECT NTS: 32D06
100% (responsible)

ROYALTY/INTEREST:

Claim	2 yr Rental						
CDC	982	DUPRAT	1,800.00	-	53.00	42.48	Jul 22, 2013
CDC	983	DUPRAT	1,800.00	-	53.00	42.48	Jul 22, 2013
CDC	984	DUPRAT	1,800.00	-	53.00	42.46	Jul 22, 2013
CDC	985	DUPRAT	1,800.00	-	53.00	42.46	Jul 22, 2013
CDC	986	DUPRAT	1,800.00	-	53.00	42.49	Jul 22, 2013
CDC	987	DUPRAT	1,800.00	-	53.00	42.42	Jul 22, 2013
CDC	7234	DUPRAT	2,700.00	10,911.74	80.00	167.24	Nov 20, 2013
CDC	10273	DUPRAT	1,800.00	-	53.00	42.65	Jan 19, 2014
CDC	10274	DUPRAT	1,800.00	-	53.00	42.65	Jan 19, 2014
CDC	10275	DUPRAT	1,800.00	-	53.00	42.65	Jan 19, 2014
CDC	10276	DUPRAT	1,800.00	-	53.00	42.64	Jan 19, 2014
CDC	10277	DUPRAT	1,800.00	-	53.00	42.65	Jan 19, 2014
CDC	10278	DUPRAT	1,800.00	-	53.00	42.55	Jan 19, 2014
CDC	10279	DUPRAT	1,800.00	-	53.00	42.73	Jan 19, 2014
CDC	10280	DUPRAT	1,800.00	-	53.00	42.64	Jan 19, 2014
CDC	10281	DUPRAT	1,800.00	-	53.00	42.64	Jan 19, 2014
CDC	10291	DUPRAT	1,800.00	-	53.00	42.48	Jan 20, 2014
CDC	10292	DUPRAT	1,800.00	-	53.00	42.48	Jan 20, 2014
CDC	1104198	DUPRAT	1,800.00	-	53.00	42.51	Jan 06, 2013
CDC	1104199	DUPRAT	1,800.00	-	53.00	42.52	Jan 06, 2013
CDC	1104200	DUPRAT	1,800.00	2,490.69	53.00	42.50	Jan 06, 2013
CDC	1104201	DUPRAT	1,800.00	-	53.00	42.54	Jan 06, 2013
CDC	1104202	DUPRAT	1,800.00	-	53.00	42.50	Jan 06, 2013
CDC	1104203	DUPRAT	1,800.00	-	53.00	42.51	Jan 06, 2013
CDC	1104204	DUPRAT	1,800.00	-	53.00	42.49	Jan 06, 2013
CDC	1104205	DUPRAT	1,800.00	-	53.00	42.50	Jan 06, 2013
CDC	1104206	DUPRAT	1,800.00	-	53.00	42.48	Jan 06, 2013
CDC	1104207	DUPRAT	1,800.00	-	53.00	42.49	Jan 06, 2013
CDC	1104208	DUPRAT	1,800.00	-	53.00	42.48	Jan 06, 2013
CDC	1122652	DUPRAT	750.00	-	27.00	17.15	Apr 28, 2013
CDC	1122653	DUPRAT	750.00	-	27.00	17.13	Apr 28, 2013
CDC	1122654	DUPRAT	750.00	-	27.00	17.12	Apr 28, 2013

<i>Disposition Type</i>	<i>Disposition No</i>	<i>Township</i>	<i>Work Requirement</i>	<i>Work Credit</i>	<i>Payment</i>	<i>Hectares</i>	<i>Expiry Date</i>
CDC	1122655	DUPRAT	750.00	-	27.00	17.11	Apr 28, 2013
CDC	1122656	DUPRAT	750.00	-	27.00	17.10	Apr 28, 2013
CDC	1122657	DUPRAT	750.00	-	27.00	21.46	Apr 28, 2013
CDC	1123884	DUPRAT	1,800.00	-	53.00	30.70	May 08, 2013
CDC	1123885	DUPRAT	1,800.00	-	53.00	42.33	May 08, 2013
CDC	1123886	DUPRAT	1,800.00	-	53.00	42.32	May 08, 2013
CDC	1123887	DUPRAT	1,800.00	-	53.00	42.33	May 08, 2013
CDC	1123888	DUPRAT	1,800.00	-	53.00	42.34	May 08, 2013
CDC	1123889	DUPRAT	1,800.00	-	53.00	42.33	May 08, 2013
CDC	1123890	DUPRAT	1,800.00	-	53.00	42.35	May 08, 2013
CDC	1123891	DUPRAT	1,800.00	-	53.00	42.34	May 08, 2013
CDC	1123892	DUPRAT	1,800.00	-	53.00	42.35	May 08, 2013
CDC	1123893	DUPRAT	1,800.00	-	53.00	42.35	May 08, 2013
CDC	1123894	DUPRAT	1,800.00	-	53.00	42.34	May 08, 2013
CDC	1123895	DUPRAT	1,800.00	-	53.00	42.36	May 08, 2013
CDC	1123896	DUPRAT	1,800.00	-	53.00	42.36	May 08, 2013
CDC	1123897	DUPRAT	1,800.00	-	53.00	42.36	May 08, 2013
CDC	1123898	DUPRAT	1,800.00	-	53.00	42.38	May 08, 2013
CDC	1123899	DUPRAT	1,800.00	-	53.00	42.38	May 08, 2013
CDC	1123900	DUPRAT	1,800.00	-	53.00	42.38	May 08, 2013
CDC	1123901	DUPRAT	1,800.00	-	53.00	42.39	May 08, 2013
CDC	1123902	DUPRAT	1,800.00	-	53.00	42.39	May 08, 2013
CDC	1123903	DUPRAT	1,800.00	-	53.00	42.39	May 08, 2013
CDC	1123904	DUPRAT	1,800.00	-	53.00	42.41	May 08, 2013
CDC	1123905	DUPRAT	1,800.00	-	53.00	42.40	May 08, 2013
CDC	1123906	DUPRAT	1,800.00	-	53.00	42.47	May 08, 2013
CDC	1123907	DUPRAT	1,800.00	-	53.00	42.48	May 08, 2013
CDC	1123908	DUPRAT	1,800.00	-	53.00	42.46	May 08, 2013
CDC	1125187	DUPRAT	1,800.00	1,350.66	53.00	40.68	May 25, 2013
CDC	1125188	DUPRAT	1,800.00	4,748.60	53.00	40.70	May 25, 2013
CDC	1125189	DUPRAT	1,800.00	1,720.26	53.00	40.73	May 25, 2013
CDC	1125190	DUPRAT	1,800.00	1,720.26	53.00	40.76	May 25, 2013
CDC	1125191	DUPRAT	1,800.00	2,701.32	53.00	41.09	May 25, 2013
CDC	1125192	DUPRAT	1,800.00	1,029.64	53.00	42.49	May 25, 2013
CDC	1125193	DUPRAT	1,800.00	348.31	53.00	42.91	May 25, 2013
CDC	1125194	DUPRAT	1,800.00	-	53.00	42.66	May 25, 2013
CDC	1125195	DUPRAT	1,800.00	348.31	53.00	42.66	May 25, 2013
CDC	1125196	DUPRAT	1,800.00	-	53.00	42.65	May 25, 2013
CDC	1125197	DUPRAT	1,800.00	-	53.00	42.65	May 25, 2013
CDC	1125198	DUPRAT	1,800.00	-	53.00	42.64	May 25, 2013
CDC	1125199	DUPRAT	1,800.00	-	53.00	42.66	May 25, 2013
CDC	1125200	DUPRAT	1,800.00	-	53.00	42.57	May 25, 2013
CDC	1125201	DUPRAT	1,800.00	-	53.00	42.40	May 25, 2013
CDC	1125202	DUPRAT	1,800.00	-	53.00	42.42	May 25, 2013
CDC	1125493	DUPRAT	1,800.00	-	53.00	32.15	May 28, 2013
CDC	1125494	DUPRAT	1,800.00	-	53.00	42.52	May 28, 2013
CDC	1125495	DUPRAT	1,800.00	-	53.00	42.50	May 28, 2013
CDC	1125496	DUPRAT	1,800.00	-	53.00	42.49	May 28, 2013
CDC	1125497	DUPRAT	1,800.00	-	53.00	41.96	May 28, 2013
CDC	1125498	DUPRAT	1,800.00	-	53.00	40.65	May 28, 2013
CDC	1125499	DUPRAT	1,800.00	-	53.00	32.30	May 28, 2013
CDC	1125500	DUPRAT	1,800.00	-	53.00	42.67	May 28, 2013
CDC	1125501	DUPRAT	1,800.00	-	53.00	42.66	May 28, 2013
CDC	1125502	DUPRAT	1,800.00	-	53.00	42.68	May 28, 2013
CDC	1125503	DUPRAT	1,800.00	-	53.00	34.91	May 28, 2013
<i>Claim</i>		<i>87</i>	<i>151,200.00</i>	<i>27,363.79</i>	<i>4,482.00</i>	<i>3,623.24</i>	

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
<u>RUISSEAU DAVIDSON PROPERTY (QC)</u>							
HOLDER:	Alexis Minerals Corporation (91461) 100% (responsible)		ALEXIS INTEREST:	PROJECT NTS:	32D02 32D07		
ROYALTY/INTEREST:							
Claim	2 yr Rental						
CDC	1104087	JOANNES	1,800.00	-	53.00	42.56	Oct 30, 2012
CDC	1104088	JOANNES	1,800.00	-	53.00	42.55	Oct 30, 2012
CDC	1104089	JOANNES	1,800.00	-	53.00	42.57	Oct 30, 2012
CDC	1104090	JOANNES	1,800.00	-	53.00	42.55	Oct 30, 2012
CDC	1104091	JOANNES	1,800.00	10,008.81	53.00	42.56	Oct 30, 2012
CDC	1104092	JOANNES	1,800.00	615.10	53.00	42.56	Oct 30, 2012
CDC	1104093	JOANNES	1,800.00	-	53.00	42.56	Oct 30, 2012
CDC	1104094	JOANNES	1,800.00	-	53.00	42.55	Oct 30, 2012
CDC	1104095	JOANNES	1,800.00	-	53.00	42.57	Oct 30, 2012
CDC	1104096	JOANNES	1,800.00	-	53.00	42.55	Oct 30, 2012
CDC	1104105	JOANNES	1,800.00	-	53.00	42.64	Oct 30, 2012
CDC	1104106	JOANNES	1,800.00	-	53.00	42.66	Oct 30, 2012
CDC	1104107	JOANNES	1,800.00	-	53.00	42.66	Oct 30, 2012
CDC	1104108	JOANNES	1,800.00	-	53.00	42.64	Oct 30, 2012
Claim		14	25,200.00	10,623.91	742.00	596.18	

RUISSEAU DUFRESNOY PROPERTY (QC)

HOLDER:		<i>Alexis Minerals Corporation (91461) 100% (responsible)</i>	ALEXIS INTEREST:	PROJECT NTS:	32D07		
ROYALTY/INTEREST:							
	<i>Claim</i>	<i>2 yr Rental</i>					
CDC	1103781	DUFRESNOY	1,800.00	-	53.00	34.45	Oct 28, 2012
CDC	1103782	DUFRESNOY	1,800.00	-	53.00	34.46	Oct 28, 2012
CDC	1103783	DUFRESNOY	1,800.00	-	53.00	34.46	Oct 28, 2012
CDC	1103784	DUFRESNOY	1,800.00	-	53.00	34.47	Oct 28, 2012
CDC	1104404	DUFRESNOY	1,800.00	-	53.00	34.43	Nov 04, 2012
CDC	1104405	DUFRESNOY	1,800.00	-	53.00	34.44	Nov 04, 2012
<i>Claim</i>		<i>6</i>	<i>10,800.00</i>	<i>-</i>	<i>318.00</i>	<i>206.71</i>	

RUISSEAU ST-PIERRE PROPERTY (QC)

	HOLDER:	Alexis Minerals Corporation (91461) 100% (responsible)	ALEXIS INTEREST:	PROJECT NTS:	32D06		
	ROYALTY/INTEREST:						
	Claim	2 yr Rental					
CDC	1103432	MONTBRAY	1,800.00	3,300.75	53.00	42.63	Oct 30, 2012
CDC	1103433	MONTBRAY	1,800.00	596.84	53.00	42.48	Oct 30, 2012
CDC	1103434	MONTBRAY	1,800.00	614.95	53.00	42.66	Oct 30, 2012
CDC	1103435	MONTBRAY	1,800.00	-	53.00	42.51	Oct 30, 2012
CDC	1103436	MONTBRAY	1,800.00	-	53.00	42.67	Oct 30, 2012
CDC	1103437	MONTBRAY	1,800.00	-	53.00	42.51	Oct 30, 2012
CDC	1103438	MONTBRAY	1,800.00	-	53.00	42.68	Oct 30, 2012
CDC	1103439	MONTBRAY	1,800.00	-	53.00	42.55	Oct 30, 2012
CDC	1103440	MONTBRAY	1,800.00	-	53.00	42.72	Oct 30, 2012
CDC	1103441	MONTBRAY	1,800.00	-	53.00	42.65	Oct 30, 2012
CDC	1103442	MONTBRAY	750.00	-	27.00	23.64	Oct 30, 2012
CDC	1103538	MONTBRAY	1,800.00	-	53.00	42.01	Oct 28, 2012
CDC	1103539	MONTBRAY	1,800.00	-	53.00	42.01	Oct 28, 2012
CDC	1103540	MONTBRAY	1,800.00	-	53.00	42.01	Oct 28, 2012
CDC	1103541	MONTBRAY	1,800.00	-	53.00	42.09	Oct 28, 2012
CDC	1103542	MONTBRAY	1,800.00	-	53.00	42.09	Oct 28, 2012
CDC	1103543	MONTBRAY	1,800.00	-	53.00	42.24	Oct 28, 2012
CDC	1103544	MONTBRAY	1,800.00	-	53.00	42.07	Oct 28, 2012
CDC	1103545	MONTBRAY	1,800.00	-	53.00	41.99	Oct 28, 2012

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
CDC	1119036	MONTBRAY	1,800.00	-	53.00	42.79	Feb 27, 2013
CDC	1119037	MONTBRAY	1,800.00	-	53.00	42.82	Feb 27, 2013
CDC	1119038	MONTBRAY	1,800.00	-	53.00	42.76	Feb 27, 2013
CDC	1119039	MONTBRAY	1,800.00	-	53.00	25.39	Feb 27, 2013
CDC	1119040	MONTBRAY	750.00	-	27.00	24.72	Feb 27, 2013
CDC	1122712	MONTBRAY	1,800.00	-	53.00	41.97	Apr 29, 2013
CDC	1122713	MONTBRAY	1,800.00	-	53.00	41.95	Apr 29, 2013
CDC	1122714	MONTBRAY	1,800.00	-	53.00	41.92	Apr 29, 2013
CDC	1122715	MONTBRAY	1,800.00	-	53.00	41.82	Apr 29, 2013
CDC	1122716	MONTBRAY	1,800.00	-	53.00	41.88	Apr 29, 2013
CDC	1122717	MONTBRAY	1,800.00	-	53.00	41.85	Apr 29, 2013
CDC	1122718	MONTBRAY	1,800.00	-	53.00	41.75	Apr 29, 2013
CDC	1122719	MONTBRAY	1,800.00	-	53.00	42.51	Apr 29, 2013
CDC	1122720	MONTBRAY	1,800.00	-	53.00	42.61	Apr 29, 2013
CDC	1122721	MONTBRAY	1,800.00	-	53.00	42.64	Apr 29, 2013
CDC	1122722	MONTBRAY	1,800.00	-	53.00	42.59	Apr 29, 2013
CDC	1122723	MONTBRAY	1,800.00	-	53.00	42.61	Apr 29, 2013
CDC	1122724	MONTBRAY	1,800.00	-	53.00	42.71	Apr 29, 2013
CDC	1122725	MONTBRAY	1,800.00	-	53.00	43.71	Apr 29, 2013
CDC	1122726	MONTBRAY	1,800.00	-	53.00	42.68	Apr 29, 2013
CDC	1122727	MONTBRAY	1,800.00	-	53.00	42.69	Apr 29, 2013
CDC	1122728	MONTBRAY	1,800.00	-	53.00	42.17	Apr 29, 2013
CDC	1122729	MONTBRAY	1,800.00	596.84	53.00	42.09	Apr 29, 2013
CDC	1122730	MONTBRAY	1,800.00	913.38	53.00	42.08	Apr 29, 2013
CDC	1122731	MONTBRAY	1,800.00	1,492.11	53.00	42.06	Apr 29, 2013
CDC	1122732	MONTBRAY	1,800.00	1,492.11	53.00	42.06	Apr 29, 2013
CDC	1122733	MONTBRAY	1,800.00	2,107.05	53.00	42.13	Apr 29, 2013
CDC	1122734	MONTBRAY	1,800.00	-	53.00	42.12	Apr 29, 2013
CDC	1122735	MONTBRAY	1,800.00	-	53.00	42.02	Apr 29, 2013
Claim		48	84,300.00	11,114.04	2,492.00	1,979.31	

SUD NORBEC PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) ALEXIS INTEREST: PROJECT NTS: 32D06
100% (responsible)

ROYALTY/INTEREST:

Claim 2 yr Rental

CDC	1103372	DUFRESNOY	1,800.00	-	53.00	27.00	Oct 24, 2012
CDC	1103373	DUFRESNOY	1,800.00	-	53.00	28.50	Oct 24, 2012
CDC	1103374	DUFRESNOY	1,800.00	-	53.00	26.70	Oct 24, 2012
CDC	1103375	DUFRESNOY	1,800.00	-	53.00	30.65	Oct 24, 2012
Claim		4	7,200.00	-	212.00	112.93	

WAITE AMULET EAST PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) ALEXIS INTEREST: PROJECT NTS: 32D06
100% (responsible)

ROYALTY/INTEREST:

Claim 2 yr Rental

CDC	1103342	DUFRESNOY	1,800.00	-	53.00	29.20	Oct 24, 2012
CDC	1103343	DUFRESNOY	1,800.00	-	53.00	32.34	Oct 24, 2012
CDC	1103344	DUFRESNOY	1,800.00	-	53.00	57.50	Oct 24, 2012
CDC	1103932	DUFRESNOY	750.00	-	27.00	11.47	Oct 28, 2012
CDC	1103933	DUFRESNOY	750.00	-	27.00	11.10	Oct 28, 2012
CDC	1103934	DUFRESNOY	750.00	-	27.00	17.18	Oct 28, 2012
CDC	1103935	DUFRESNOY	750.00	-	27.00	11.57	Oct 28, 2012
CDC	1103936	DUFRESNOY	750.00	-	27.00	15.68	Oct 28, 2012
CDC	1017635	DUFRESNOY	1,800.00	-	53.00	30.27	May 14, 2013
Claim		9	10,950.00	-	347.00	216.31	

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
<u>WILCO NORD PROPERTY (QC)</u>							
	HOLDER:	Alexis Minerals Corporation (91461) 100% (responsible)	ALEXIS INTEREST:	PROJECT NTS:	32D07		
	ROYALTY/INTEREST:						
	<i>Claim</i>	2 yr Rental					
CDC	1104118	ROUYN	750.00	-	27.00	12.56	Oct 30, 2012
CDC	1104119	ROUYN	750.00	87,022.53	27.00	21.17	Oct 30, 2012
CDC	1104120	ROUYN	750.00	-	27.00	21.15	Oct 30, 2012
CDC	1104121	ROUYN	750.00	-	27.00	21.13	Oct 30, 2012
CDC	1104122	ROUYN	750.00	-	27.00	21.11	Oct 30, 2012
	<i>Claim</i>	5	3,750.00	87,022.53	135.00	97.12	

<u>WILCO SUD PROPERTY (QC)</u>							
	HOLDER:	Alexis Minerals Corporation (91461) 100% (responsible)	ALEXIS INTEREST:	PROJECT NTS:	32D02		
	ROYALTY/INTEREST:						
	<i>Claim</i>	2 yr Rental					
CDC	1102732	ROUYN	1,800.00	-	53.00	29.87	Oct 15, 2012
	<i>Claim</i>	1	1,800.00	-	53.00	29.87	
Total		1077	\$1,651,800.00	\$1,529,276.33	\$49,672.00	38171.61	

381.72 km²

Schedule 1.1(iii)
Third Party Interest Properties
[Attached]

PART 2
ALEXIS MINERALS CORPORATION - Xstrata PQ Property Holdings
Subject to underlying agreements

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
<u>ANSIL RESOURCES PROPERTY (QC)</u>							
	HOLDER:	Alexis Minerals Corporation (91461) 100% (responsible)	ALEXIS INTEREST:	PROJECT NTS:	32006		
	ROYALTY/INTEREST:						
	<i>Claim</i>	2 yr Rental					
CL	85344	DUPRAT	1,000.00	-	27.00	10.00	May 05, 2013
CL	85345	DUPRAT	1,000.00	-	27.00	8.00	May 05, 2013
CL	3231851	DUPRAT	1,000.00	-	27.00	3.40	May 02, 2013
CL	3231861	DUPRAT	1,000.00	-	27.00	3.40	May 02, 2013
CL	C003811	DUPRAT	1,000.00	-	27.00	11.20	Apr 05, 2013
CL	C003812	DUPRAT	1,000.00	-	27.00	14.40	Apr 05, 2013
CL	C003813	DUPRAT	1,000.00	-	27.00	3.60	Apr 05, 2013
CL	C003814	DUPRAT	1,000.00	-	27.00	7.20	Apr 05, 2013
CL	C003815	DUPRAT	1,000.00	-	27.00	14.40	Apr 05, 2013
CL	C003816	DUPRAT	1,000.00	3,274.69	27.00	8.80	Apr 05, 2013
CL	C003817	DUPRAT	1,000.00	-	27.00	11.20	Apr 05, 2013
CL	C003818	DUPRAT	1,000.00	607.44	27.00	12.80	Apr 05, 2013
CL	C005431	DUPRAT	1,000.00	-	27.00	15.60	Jul 01, 2013
CL	C005432	DUPRAT	1,000.00	5,180.08	27.00	8.80	Jul 01, 2013
CL	C006751	DUPRAT	1,000.00	-	27.00	7.20	Oct 07, 2013
CLD	P013494	DUPRAT	1,000.00	40,833.51	27.00	14.00	May 28, 2013
CLD	P013495	DUPRAT	1,000.00	-	27.00	12.40	May 28, 2013
CLD	P013496	DUPRAT	1,000.00	2,483.19	27.00	14.60	May 28, 2013
CLD	P013497	DUPRAT	1,000.00	-	27.00	10.00	May 28, 2013
CLD	P013498	DUPRAT	1,000.00	-	27.00	7.60	May 28, 2013
CLD	P013499	DUPRAT	1,000.00	-	27.00	11.40	May 28, 2013
CLD	P013500	DUPRAT	1,000.00	-	27.00	14.00	May 28, 2013
CLD	P013501	DUPRAT	1,000.00	-	27.00	16.80	May 28, 2013
CLD	P013502	DUPRAT	1,000.00	-	27.00	18.40	May 28, 2013
CLD	P013503	DUPRAT	1,000.00	45,611.53	27.00	20.40	May 28, 2013
CLD	P013504	DUPRAT	1,000.00	-	27.00	14.40	May 28, 2013
CLD	P013505	DUPRAT	1,000.00	-	27.00	11.20	May 28, 2013
CLD	P013506	DUPRAT	1,000.00	-	27.00	16.40	May 28, 2013
CLD	P013507	DUPRAT	1,000.00	-	27.00	16.40	May 28, 2013
CLD	P013508	DUPRAT	1,000.00	28,854.69	27.00	15.60	May 28, 2013
CLD	P013509	DUPRAT	1,000.00	-	27.00	14.40	May 28, 2013
CLD	P013510	DUPRAT	1,000.00	-	27.00	18.80	May 28, 2013
CLD	P013511	DUPRAT	1,000.00	-	27.00	14.40	May 28, 2013
CLD	P013512	DUPRAT	1,000.00	-	27.00	16.80	May 28, 2013
CLD	P013513	DUPRAT	1,000.00	4,247.73	27.00	16.80	May 28, 2013
CLD	P013514	DUPRAT	1,000.00	46,641.20	27.00	15.20	May 28, 2013
CLD	P013515	DUPRAT	1,000.00	-	27.00	16.80	May 28, 2013
CLD	P013516	DUPRAT	1,000.00	-	27.00	13.20	May 28, 2013
CLD	P013517	DUPRAT	1,000.00	-	27.00	14.80	May 28, 2013
CLD	P013518	DUPRAT	1,000.00	-	27.00	12.80	May 28, 2013
CLD	P013519	DUPRAT	1,000.00	-	27.00	13.20	May 28, 2013
CLD	P013520	DUPRAT	1,000.00	-	27.00	17.60	May 28, 2013
CLD	P013521	DUPRAT	1,000.00	-	27.00	13.60	May 28, 2013
CLD	P013522	DUPRAT	1,000.00	-	27.00	17.20	May 28, 2013
CLD	P013523	DUPRAT	1,000.00	-	27.00	18.40	May 28, 2013
CLD	P013524	DUPRAT	1,000.00	-	27.00	19.20	May 28, 2013
CLD	P013525	DUPRAT	1,000.00	55,869.22	27.00	11.60	May 28, 2013
CLD	P013526	DUPRAT	1,000.00	-	27.00	14.80	May 28, 2013
CLD	P013527	DUPRAT	2,500.00	-	53.00	26.80	May 28, 2013
CLD	P013528	DUPRAT	1,000.00	-	27.00	18.80	May 28, 2013
CLD	P013529	DUPRAT	1,000.00	-	27.00	15.20	May 28, 2013
	<i>Claim</i>	51	52,500.00	234,602.28	1,403.00	694.00	

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
------------------	----------------	----------	------------------	-------------	---------	----------	-------------

BAWOLAK PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461)
100% (responsible)

ALEXIS INTEREST:

PROJECT NTS: 32D02 32D07

ROYALTY/INTEREST:

Claim	2 yr Rental					
CDC 29848	CLERICY	1,800.00	4,302.37	53.00	42.60	Jul 19, 2014
CDC 29849	CLERICY	1,800.00	4,316.19	53.00	42.70	Jul 19, 2014
CDC 29850	CLERICY	1,800.00	4,291.84	53.00	42.53	Jul 19, 2014
CDC 29851	CLERICY	1,800.00	4,300.47	53.00	42.59	Jul 19, 2014
CDC 29852	CLERICY	1,800.00	7,874.16	53.00	42.55	Jul 19, 2014
CDC 31156	CLERICY	1,800.00	-	53.00	42.68	Aug 01, 2014
CDC 31157	CLERICY	1,800.00	-	53.00	42.55	Aug 01, 2014
CDC 1078507	CLERICY	1,800.00	-	53.00	42.66	Apr 26, 2014
CDC 1078515	CLERICY	1,800.00	-	53.00	42.86	Apr 26, 2014
CDC 1078516	CLERICY	1,800.00	-	53.00	42.39	Apr 26, 2014
CDC 1078517	CLERICY	1,800.00	-	53.00	42.66	Apr 26, 2014
CDC 1078518	CLERICY	1,800.00	-	53.00	42.63	Apr 26, 2014
CDC 1078519	CLERICY	1,800.00	-	53.00	42.61	Apr 26, 2014
CDC 1083513	CLERICY	1,800.00	4,314.48	53.00	42.91	May 02, 2014
CDC 1083514	CLERICY	1,800.00	6,113.43	53.00	42.90	May 02, 2014
CDC 1083515	CLERICY	1,800.00	17,008.97	53.00	42.93	May 02, 2014
CDC 1083516	CLERICY	1,800.00	133,427.09	53.00	42.65	May 02, 2014
CDC 1083517	CLERICY	1,800.00	76,209.29	53.00	42.66	May 02, 2014
CDC 1083520	CLERICY	1,800.00	-	53.00	42.67	May 02, 2014
CDC 1083521	CLERICY	1,800.00	-	53.00	42.73	May 02, 2014
CDC 1083522	CLERICY	1,800.00	-	53.00	42.72	May 02, 2014
CDC 1083524	CLERICY	1,800.00	-	53.00	42.58	May 02, 2014
CDC 1087764	CLERICY	1,800.00	-	53.00	42.21	May 23, 2014
CDC 1094492	CLERICY	1,800.00	-	53.00	42.81	May 28, 2014
CDC 1094493	CLERICY	1,800.00	-	53.00	42.60	May 28, 2014
CDC 1095684	CLERICY	1,800.00	42,353.47	53.00	42.63	Jun 05, 2014
CDC 1095685	CLERICY	1,800.00	1,325.40	53.00	42.64	Jun 05, 2014
CDC 1111589	CLERICY	1,800.00	-	53.00	42.44	Jan 09, 2013
CDC 1111590	CLERICY	1,800.00	-	53.00	42.52	Jan 09, 2013
CDC 1111591	CLERICY	1,800.00	-	53.00	42.66	Jan 09, 2013
CDC 1111592	CLERICY	1,800.00	-	53.00	42.63	Jan 09, 2013
Claim		31	55,800.00	305,837.16	1,643.00	1321.90

BEAUCHASTEL COPPER MINES JV PROPERTY (QC)

HOLDER: BEAUCHASTEL COPPER MINES LTD (4303) 40 %

ALEXIS INTEREST:

PROJECT NTS: 32D06

Alexis Minerals Corporation (91461)
60% (responsible)

ROYALTY/INTEREST:

	Claim	2 yr Rental					
CL	C004971	DUFRESNOY	1,000.00	82,675.12	27.00	16.00	Jun 28, 2013
CL	C004972	DUFRESNOY	1,000.00	109,217.63	27.00	20.10	Jun 28, 2013
CL	C004973	DUFRESNOY	1,000.00	111,831.20	27.00	20.30	Jun 28, 2013
CL	C004974	DUFRESNOY	1,000.00	88,290.62	27.00	17.00	Jun 28, 2013
CL	C004975	DUFRESNOY	1,000.00	-	27.00	1.20	Jun 28, 2013
CL	C006351	DUPRAT	1,000.00	186,159.44	27.00	16.00	Aug 16, 2013
CL	C006352	DUPRAT	1,000.00	190,501.63	27.00	15.20	Aug 16, 2013
CL	C009181	BEAUCHASTEL	1,000.00	43,089.06	27.00	16.00	Dec 16, 2012
CL	C009182	BEAUCHASTEL	1,000.00	47,821.11	27.00	16.00	Dec 16, 2012
CL	C009191	ROUYN	1,000.00	3,043.83	27.00	16.00	Dec 16, 2012
CL	C009192	ROUYN	1,000.00	2,115.52	27.00	16.00	Dec 16, 2012
CL	C009193	ROUYN	1,000.00	4,321.23	27.00	16.00	Dec 16, 2012
CL	C009194	ROUYN	1,000.00	2,253.77	27.00	16.00	Dec 16, 2012
	Claim	13	13,000.00	871,320.16	351.00	201.80	

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
------------------	----------------	----------	------------------	-------------	---------	----------	-------------

IAMGOLD AIRAIN WEST PROPERTY (DFAULT PRJ)(QC)

HOLDER: Alexis Minerals Corporation (91461) 100% (responsible) ALEXIS INTEREST: PROJECT NTS: 32D07

ROYALTY/INTEREST:

Claim	2 yr Rental					
CL 3878781	DUFRESNOY	1,000.00	-	27.00	20.00	Mar 04, 2013
CL 3878782	DUFRESNOY	1,000.00	-	27.00	16.00	Mar 04, 2013
CL 3878871	DUFRESNOY	1,000.00	-	27.00	16.00	Mar 04, 2013
CL 3878872	DUFRESNOY	1,000.00	-	27.00	16.00	Mar 04, 2013
Claim		4	4,000.00	-	108.00	68.00

IAMGOLD AIRAIN PROPERTY (DFAULT PRJ)(QC)

HOLDER: Alexis Minerals Corporation (91461) 100% (responsible) ALEXIS INTEREST: PROJECT NTS: 32D07

ROYALTY/INTEREST:

Claim	2 yr Rental					
CL 3666691	DUFRESNOY	1,000.00	-	27.00	20.00	Jan 29, 2013
CL 3666692	DUFRESNOY	1,000.00	3,510.15	27.00	20.00	Jan 29, 2013
CL 3666693	DUFRESNOY	2,500.00	954.87	53.00	40.00	Jan 29, 2013
CL 3666701	DUFRESNOY	2,500.00	1,095.36	53.00	40.00	Jan 29, 2013
CL 3666702	DUFRESNOY	2,500.00	1,756.26	53.00	40.00	Jan 29, 2013
CL 3666741	DUFRESNOY	2,500.00	-	53.00	40.00	Jan 27, 2013
CL 3666742	DUFRESNOY	2,500.00	-	53.00	40.00	Jan 27, 2013
CL 3666743	DUFRESNOY	2,500.00	-	53.00	40.00	Jan 27, 2013
CL 3666744	DUFRESNOY	2,500.00	-	53.00	40.00	Jan 27, 2013
Claim		9	19,500.00	7,316.64	425.00	320.00

IAMGOLD BEAUCHASTEL 2 PROPERTY (QC)

HOLDER: CENTRAL ASIA GOLDFIELDS CORPORATION (15404) 25 % ALEXIS INTEREST: PROJECT NTS: 32D06

Alexis Minerals Corporation (91461) 75% (responsible)

ROYALTY/INTEREST:

Claim	2 yr Rental					
CL 3233811	BEAUCHASTEL	1,000.00	-	27.00	20.00	Jul 26, 2013
CL 3233812	BEAUCHASTEL	1,000.00	-	27.00	20.00	Jul 26, 2013
CL 3233813	BEAUCHASTEL	1,000.00	-	27.00	20.00	Jul 26, 2013
CL 3233814	BEAUCHASTEL	1,000.00	-	27.00	6.00	Jul 26, 2013
CL 3233815	BEAUCHASTEL	1,000.00	-	27.00	6.00	Jul 26, 2013
CL 3233816	BEAUCHASTEL	1,000.00	-	27.00	6.00	Jul 26, 2013
CL 3233881	BEAUCHASTEL	1,000.00	3,733.07	27.00	20.00	Jul 26, 2013
CL 3233882	BEAUCHASTEL	1,000.00	3,733.07	27.00	20.00	Jul 26, 2013
CL 3233883	BEAUCHASTEL	1,000.00	2,077.85	27.00	22.00	Jul 26, 2013
CL 3233884	BEAUCHASTEL	1,000.00	4,448.51	27.00	24.00	Jul 26, 2013
CL 3708391	BEAUCHASTEL	1,000.00	25,011.97	27.00	16.00	Jan 22, 2013
CL 3708392	BEAUCHASTEL	1,000.00	-	27.00	16.00	Jan 22, 2013
CL 3708393	BEAUCHASTEL	1,000.00	-	27.00	16.00	Jan 22, 2013
Claim		13	13,000.00	39,004.47	351.00	212.00

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
------------------	----------------	----------	------------------	-------------	---------	----------	-------------

IAMGOLD CAMAC PROPERTY (QC) [Waite Amulet JV]

HOLDER: Alexis Minerals Corporation (91451) ALEXIS INTEREST: PROJECT NTS: 32D06
100% (responsible)

ROYALTY/INTEREST:

	Claim	2 yr Rental					
CLD	6001217	DUPRAT	1,000.00	-	27.00	23.20	Apr 26, 2014
CLD	6001218	DUPRAT	1,000.00	-	27.00	18.61	Apr 26, 2014
CLD	6001219	DUPRAT	1,000.00	-	27.00	19.83	Apr 26, 2014
CLD	6001220	DUPRAT	1,000.00	-	27.00	18.21	Apr 26, 2014
CLD	6001221	DUPRAT	1,000.00	-	27.00	16.99	Apr 26, 2014
CLD	6001222	DUPRAT	1,000.00	-	27.00	21.85	Apr 26, 2014
CLD	6001223	DUPRAT	1,000.00	-	27.00	18.61	Apr 26, 2014
CLD	6001224	DUPRAT	1,000.00	-	27.00	10.52	Apr 26, 2014
CLD	6001225	DUPRAT	1,000.00	-	27.00	12.54	Apr 26, 2014
CLD	6001226	DUPRAT	1,000.00	-	27.00	16.18	Apr 26, 2014
CLD	6001227	DUPRAT	1,000.00	-	27.00	14.97	Apr 26, 2014
CLD	6001228	DUPRAT	1,000.00	-	27.00	18.61	Apr 26, 2014
CLD	6001229	DUPRAT	1,000.00	-	27.00	18.61	Apr 26, 2014
CLD	6001230	DUPRAT	1,000.00	-	27.00	17.40	Apr 26, 2014
CLD	6001231	DUPRAT	1,000.00	-	27.00	15.78	Apr 26, 2014
CLD	6001232	DUFRESNOY	1,000.00	-	27.00	19.02	Apr 26, 2014
CLD	6001233	DUFRESNOY	2,500.00	-	53.00	25.90	Apr 26, 2014
CLD	6001234	DUFRESNOY	1,000.00	-	27.00	18.61	Apr 26, 2014
CLD	6001235	DUFRESNOY	1,000.00	-	27.00	14.16	Apr 26, 2014
CLD	6001236	DUFRESNOY	1,000.00	-	27.00	12.95	Apr 26, 2014
CLD	6001239	DUFRESNOY	1,000.00	-	27.00	10.11	Apr 26, 2014
CLD	6001240	DUFRESNOY	1,000.00	-	27.00	20.23	Apr 26, 2014
CLD	6001241	DUFRESNOY	1,000.00	-	27.00	9.38	Apr 26, 2014
CLD	6001242	DUFRESNOY	1,000.00	-	27.00	15.52	Apr 26, 2014
CLD	6001244	DUFRESNOY	1,000.00	-	27.00	15.96	Apr 26, 2014
CLD	6001245	DUFRESNOY	1,000.00	-	27.00	7.74	Apr 26, 2014
CLD	6001246	DUFRESNOY	1,000.00	-	27.00	15.24	Apr 26, 2014
CLD	6001247	DUFRESNOY	1,000.00	-	27.00	11.91	Apr 26, 2014
	Claim		28	29,500.00	-	782.00	458.64

IAMGOLD CYPRUS PROPERTY (DFAULT PRJ)(QC)

HOLDER: Alexis Minerals Corporation (91451) ALEXIS INTEREST: PROJECT NTS: 32D07
100% (responsible)

ROYALTY/INTEREST:

	Claim	2 yr Rental					
CL	3605531	DUFRESNOY	2,500.00	-	53.00	40.00	Nov 07, 2012
CL	3605532	DUFRESNOY	2,500.00	-	53.00	40.00	Nov 07, 2012
CL	3605541	DUFRESNOY	2,500.00	33,849.67	53.00	40.00	Nov 07, 2012
CL	3605542	DUFRESNOY	2,500.00	19,900.16	53.00	40.00	Nov 07, 2012
CL	3607441	DUFRESNOY	2,500.00	650.09	53.00	40.00	Nov 07, 2012
CL	3607442	DUFRESNOY	1,000.00	-	27.00	20.00	Nov 07, 2012
CL	3607443	DUFRESNOY	1,000.00	-	27.00	20.00	Nov 07, 2012
CL	3638621	DUFRESNOY	1,000.00	25,318.24	27.00	20.00	Nov 19, 2012
CL	3638624	DUFRESNOY	1,000.00	-	27.00	20.00	Apr 23, 2013
CL	3638625	DUFRESNOY	1,000.00	-	27.00	20.00	Apr 23, 2013
CL	3638632	DUFRESNOY	1,000.00	-	27.00	20.00	Apr 23, 2013
CL	3638871	DUFRESNOY	1,000.00	-	27.00	24.00	Apr 23, 2013
CL	3638881	DUFRESNOY	2,500.00	-	53.00	40.00	Apr 23, 2013
CL	3638882	DUFRESNOY	2,500.00	5,900.38	53.00	40.00	Apr 23, 2013
CL	3666871	DUFRESNOY	1,000.00	-	27.00	24.00	Apr 23, 2013
CL	3666872	DUFRESNOY	2,500.00	-	53.00	40.00	Apr 23, 2013
	Claim		16	28,000.00	85,618.54	640.00	488.00

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
IAMGOLD DUFALT SOUTH PROPERTY (DUFALT PRJ)(QC)							
HOLDER:	Alexis Minerals Corporation (91461) 100% (responsible)		ALEXIS INTEREST:	PROJECT NTS:	32D07		
ROYALTY/INTEREST:							
Claim	2 yr Rental						
CL	32851	DUFRESNOY	1,000.00	-	27.00	20.00	Dec 14, 2012
CL	32852	DUFRESNOY	1,000.00	-	27.00	20.00	Dec 14, 2012
CL	32861	ROUYN	1,000.00	-	27.00	20.00	Dec 14, 2012
CL	32862	ROUYN	1,000.00	-	27.00	20.00	Dec 14, 2012
CL	36031	ROUYN	1,000.00	85,780.42	27.00	20.00	Jun 10, 2013
CL	36032	ROUYN	1,000.00	58,804.06	27.00	20.00	Jun 10, 2013
CL	36033	ROUYN	1,000.00	-	27.00	20.00	Jun 10, 2013
CL	36034	ROUYN	1,000.00	-	27.00	20.00	Jun 10, 2013
CL	40991	ROUYN	1,000.00	18,627.12	27.00	20.00	Jun 12, 2013
CL	40992	ROUYN	1,000.00	26,603.32	27.00	20.00	Jun 12, 2013
CL	40993	ROUYN	1,000.00	16,078.34	27.00	20.00	Jun 12, 2013
CL	40994	ROUYN	1,000.00	10,282.04	27.00	20.00	Jun 12, 2013
CL	41001	ROUYN	1,000.00	2,613.21	27.00	20.00	Jun 10, 2013
CL	41002	ROUYN	1,000.00	4,910.32	27.00	20.00	Jun 10, 2013
CL	41003	ROUYN	1,000.00	2,353.81	27.00	20.00	Jun 10, 2013
CL	41004	ROUYN	1,000.00	2,353.81	27.00	20.00	Jun 10, 2013
CL	59152	ROUYN	1,000.00	-	27.00	20.00	May 15, 2013
CL	59153	ROUYN	1,000.00	-	27.00	20.00	May 15, 2013
CL	G001983	ROUYN	1,000.00	-	27.00	20.00	Jun 12, 2013
CL	G004051	ROUYN	1,000.00	-	27.00	20.00	Jul 04, 2013
CL	G004052	ROUYN	1,000.00	-	27.00	20.00	Jul 04, 2013
CL	G004053	ROUYN	1,000.00	-	27.00	21.50	Jul 04, 2013
CL	G004054	ROUYN	1,000.00	-	27.00	21.50	Jul 04, 2013
CL	G004631	ROUYN	1,000.00	32,681.61	27.00	20.00	Jun 10, 2013
CL	G004632	ROUYN	1,000.00	58,519.90	27.00	20.00	Jun 10, 2013
CL	G004633	ROUYN	1,000.00	102,188.14	27.00	20.00	Jun 10, 2013
CL	G004634	ROUYN	1,000.00	133,372.24	27.00	20.00	Jun 10, 2013
CL	G004642	ROUYN	2,500.00	-	53.00	77.20	Jun 12, 2013
CL	G004643	ROUYN	1,000.00	-	27.00	20.00	Jun 12, 2013
CL	G004644	ROUYN	1,000.00	-	27.00	20.00	Jun 12, 2013
CL	G004651	ROUYN	1,000.00	-	27.00	20.00	Jun 12, 2013
CL	G004652	ROUYN	1,000.00	-	27.00	20.00	Jun 12, 2013
CL	G004653	ROUYN	1,000.00	-	27.00	20.00	Jun 12, 2013
CL	G004654	ROUYN	1,000.00	501.89	27.00	20.00	Jun 12, 2013
Claim		34	35,500.00	555,670.23	944.00	740.20	

IAMGOLD DUFALT WEST PROPERTY (DUFALT PRJ)(QC)

HOLDER:	Alexis Minerals Corporation (91461)	ALEXIS INTEREST:	PROJECT NTS:	32D07			
ROYALTY/INTEREST:							
Claim	2 yr Rental						
CL	5151370	ROUYN	1,000.00	-	27.00	20.00	Jul 16, 2013
CL	5151371	ROUYN	1,000.00	-	27.00	18.00	Jul 16, 2013
CL	5151372	ROUYN	1,000.00	-	27.00	11.00	Jul 16, 2013
CL	5151373	ROUYN	1,000.00	-	27.00	2.00	Jul 16, 2013
CL	5151374	ROUYN	1,000.00	-	27.00	9.00	Jul 16, 2013
CL	5151375	ROUYN	1,000.00	-	27.00	15.00	Jul 16, 2013
CL	5158860	ROUYN	1,000.00	-	27.00	20.00	Feb 28, 2014
CL	5158861	ROUYN	1,000.00	-	27.00	14.00	Feb 28, 2014
CL	5158862	ROUYN	1,000.00	-	27.00	20.00	Feb 28, 2014
CL	5158863	ROUYN	1,000.00	-	27.00	15.00	Feb 28, 2014
CL	5158864	ROUYN	1,000.00	-	27.00	19.00	Feb 28, 2014
CL	5158865	ROUYN	1,000.00	-	27.00	13.00	Feb 28, 2014
CL	5234802	ROUYN	1,000.00	-	27.00	10.70	Sep 30, 2013
CL	5234803	ROUYN	1,000.00	-	27.00	10.70	Sep 30, 2013
CL	5234804	ROUYN	1,000.00	-	27.00	10.80	Sep 30, 2013

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
CL	5234805	ROUYN	1,000.00	-	27.00	10.90	Sep 30, 2013
	Claim	16	16,000.00	-	432.00	219.20	

IAMGOLD FLAVRIAN PROJECT (QC) - (Flavrian South, Flavrian West, Fourcet, Nora, Quesabe)

HOLDER: Alexis Minerals Corporation (91451)
100% (responsible)

ALEXIS INTEREST:

PROJECT NTS: 32D03 32D06

ROYALTY/INTEREST:

	Claim	2 yr Rental					
CDC	2275591	DUPRAT	3,384.83	5,187.15	53.00	57.27	Jan 10, 2013
CDC	2275592	DUPRAT	3,384.83	5,187.15	53.00	57.27	Jan 10, 2013
CDC	2275593	DUPRAT	3,385.42	5,188.05	53.00	57.28	Jan 10, 2013
CDC	2275594	DUPRAT	4.14	6.35	27.00	0.07	Jan 10, 2013
CDC	2275595	DUPRAT	17.74	27.18	27.00	0.30	Jan 10, 2013
CDC	2275596	BEAUCHASTEL	1,970.50	3,019.72	53.00	33.34	Jan 10, 2013
CDC	2275597	BEAUCHASTEL	3,386.01	5,188.96	53.00	57.29	Jan 10, 2013
CDC	2275598	BEAUCHASTEL	3,386.01	5,188.96	53.00	57.29	Jan 10, 2013
CDC	2275599	BEAUCHASTEL	3,386.01	5,188.96	53.00	57.29	Jan 10, 2013
CDC	2275600	BEAUCHASTEL	3,386.01	5,188.96	53.00	57.29	Jan 10, 2013
CDC	2275601	BEAUCHASTEL	3,386.01	5,188.96	53.00	57.29	Jan 10, 2013
CDC	2275602	BEAUCHASTEL	3,386.01	5,188.96	53.00	57.29	Jan 10, 2013
CDC	2275603	BEAUCHASTEL	3,386.01	5,188.96	53.00	57.29	Jan 10, 2013
CDC	2275604	BEAUCHASTEL	3,386.01	5,188.96	53.00	57.29	Jan 10, 2013
CDC	2275605	DUPRAT	3,381.28	72.04	53.00	57.21	Jan 10, 2013
CDC	2275606	DUPRAT	3,381.28	5,181.71	53.00	57.21	Jan 10, 2013
CDC	2275607	DUPRAT	3,381.28	5,181.71	53.00	57.21	Jan 10, 2013
CDC	2275608	DUPRAT	3,381.28	5,181.71	53.00	57.21	Jan 10, 2013
CDC	2275609	DUPRAT	3,381.28	5,181.71	53.00	57.21	Jan 10, 2013
CDC	2275610	DUPRAT	3,381.28	5,181.71	53.00	57.21	Jan 10, 2013
CDC	2275611	DUPRAT	3,381.28	5,181.71	53.00	57.21	Jan 10, 2013
CDC	2275612	DUPRAT	3,381.28	5,181.71	53.00	57.21	Jan 10, 2013
CDC	2275613	DUPRAT	3,381.28	5,181.71	53.00	57.21	Jan 10, 2013
CDC	2275614	DUPRAT	3,381.28	5,181.71	53.00	57.21	Jan 10, 2013
CDC	2275615	DUPRAT	513.61	787.09	27.00	8.69	Jan 10, 2013
CDC	2275616	DUPRAT	115.85	1,350.66	27.00	1.96	Jan 10, 2013
CDC	2275617	DUPRAT	924.97	675.33	27.00	15.65	Jan 10, 2013
CDC	2275618	DUPRAT	923.19	-	27.00	15.62	Jan 10, 2013
CDC	2275619	DUPRAT	921.42	1,412.04	27.00	15.59	Jan 10, 2013
CDC	2275620	DUPRAT	919.06	1,408.42	27.00	15.55	Jan 10, 2013
CDC	2275621	DUPRAT	917.28	1,401.98	27.00	15.52	Jan 10, 2013
CDC	2275622	DUPRAT	914.33	1,401.18	27.00	15.47	Jan 10, 2013
CDC	2275623	DUPRAT	911.96	1,397.55	27.00	15.43	Jan 10, 2013
CDC	2275624	DUPRAT	907.83	1,391.21	27.00	15.36	Jan 10, 2013
CDC	2275625	DUPRAT	903.10	1,383.97	27.00	15.28	Jan 10, 2013
CDC	2275626	DUPRAT	897.78	1,375.82	27.00	15.19	Jan 10, 2013
CDC	2275627	DUPRAT	890.89	1,364.95	27.00	15.07	Jan 10, 2013
CDC	2275628	DUPRAT	884.18	1,354.98	27.00	14.96	Jan 10, 2013
CDC	2275629	DUPRAT	132.40	202.89	27.00	2.24	Jan 10, 2013
CDC	2275630	DUPRAT	1,505.95	507.82	53.00	25.48	Jan 10, 2013
CDC	2275631	DUPRAT	2,604.08	3,990.67	53.00	44.06	Jan 10, 2013
CDC	2275632	DUPRAT	2,602.90	3,988.86	53.00	44.04	Jan 10, 2013
CDC	2275633	DUPRAT	2,602.31	3,987.95	53.00	44.03	Jan 10, 2013
CDC	2275634	DUPRAT	2,601.72	3,987.05	53.00	44.02	Jan 10, 2013
CDC	2275635	DUPRAT	183.22	280.78	27.00	3.10	Jan 10, 2013
CDC	2275636	BEAUCHASTEL	3,387.78	5,191.67	53.00	57.32	Jan 10, 2013
CDC	2275637	BEAUCHASTEL	3,387.78	5,191.67	53.00	57.32	Jan 10, 2013
CDC	2275638	BEAUCHASTEL	3,387.78	5,191.67	53.00	57.32	Jan 10, 2013
CDC	2275639	BEAUCHASTEL	3,387.78	5,191.67	53.00	57.32	Jan 10, 2013
CDC	2275640	BEAUCHASTEL	277.20	424.79	27.00	4.69	Jan 10, 2013
CDC	2275641	BEAUCHASTEL	895.41	1,372.19	27.00	15.15	Jan 10, 2013
CDC	2275642	BEAUCHASTEL	3,387.19	5,190.77	53.00	57.31	Jan 10, 2013
CDC	2275643	BEAUCHASTEL	3,387.19	5,190.77	53.00	57.31	Jan 10, 2013
CDC	2275644	BEAUCHASTEL	3,387.19	5,190.77	53.00	57.31	Jan 10, 2013

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
CDC	2275645	BEAUCHASTEL	3,387.19	5,190.77	53.00	57.31	Jan 10, 2013
CDC	2275646	BEAUCHASTEL	3,387.19	5,190.77	53.00	57.31	Jan 10, 2013
CDC	2275647	BEAUCHASTEL	3,387.19	557.69	53.00	57.31	Jan 10, 2013
CDC	2275648	BEAUCHASTEL	3,134.23	4,803.11	53.00	53.03	Jan 10, 2013
CDC	2275649	BEAUCHASTEL	393.04	602.32	27.00	6.65	Jan 10, 2013
CDC	2275650	BEAUCHASTEL	415.50	636.74	27.00	7.03	Jan 10, 2013
CDC	2275651	BEAUCHASTEL	439.14	672.97	27.00	7.43	Jan 10, 2013
CDC	2275652	BEAUCHASTEL	2,526.06	3,871.11	53.00	42.74	Jan 10, 2013
CDC	2275653	BEAUCHASTEL	3,326.32	5,097.48	53.00	56.28	Jan 10, 2013
CDC	2275654	BEAUCHASTEL	671.41	1,028.92	27.00	11.36	Jan 10, 2013
CDC	2275655	BEAUCHASTEL	2,537.88	3,889.23	53.00	42.94	Jan 10, 2013
CDC	2275656	BEAUCHASTEL	3,386.60	5,189.86	53.00	57.30	Jan 10, 2013
CDC	2275657	BEAUCHASTEL	3,386.60	5,189.86	53.00	57.30	Jan 10, 2013
CDC	2275658	BEAUCHASTEL	3,386.60	5,189.86	53.00	57.30	Jan 10, 2013
CDC	2275659	BEAUCHASTEL	3,386.60	5,189.86	53.00	57.30	Jan 10, 2013
CDC	2275660	BEAUCHASTEL	3,386.60	5,189.86	53.00	57.30	Jan 10, 2013
CDC	2275661	BEAUCHASTEL	3,386.60	5,189.86	53.00	57.30	Jan 10, 2013
CDC	2275662	BEAUCHASTEL	3,386.60	5,189.86	53.00	57.30	Jan 10, 2013
CDC	2275663	BEAUCHASTEL	3,386.60	5,189.86	53.00	57.30	Jan 10, 2013
CDC	2275664	BEAUCHASTEL	3,386.60	5,189.86	53.00	57.30	Jan 10, 2013
CDC	2275665	BEAUCHASTEL	3,386.60	5,189.86	53.00	57.30	Jan 10, 2013
CDC	2275666	BEAUCHASTEL	3,343.46	5,123.74	53.00	56.57	Jan 10, 2013
CDC	2275667	BEAUCHASTEL	722.24	1,106.81	27.00	12.22	Jan 10, 2013
CDC	2275668	BEAUCHASTEL	3,386.01	5,188.96	53.00	57.29	Jan 10, 2013
CDC	2275669	BEAUCHASTEL	3,386.01	5,188.96	53.00	57.29	Jan 10, 2013
CDC	2275670	BEAUCHASTEL	3,386.01	5,188.96	53.00	57.29	Jan 10, 2013
CDC	2275671	BEAUCHASTEL	2,815.08	4,314.02	53.00	47.63	Jan 10, 2013
CDC	2275672	DUPRAT	685.60	1,050.66	27.00	11.60	Jan 10, 2013
CDC	2275673	DUPRAT	3,385.42	5,188.05	53.00	57.28	Jan 10, 2013
CDC	2275674	DUPRAT	3,385.42	5,188.05	53.00	57.28	Jan 10, 2013
CDC	2275675	DUPRAT	3,385.42	5,188.05	53.00	57.28	Jan 10, 2013
CDC	2275676	DUPRAT	3,385.42	5,188.05	53.00	57.28	Jan 10, 2013
CDC	2275677	DUPRAT	3,385.42	5,188.05	53.00	57.28	Jan 10, 2013
CDC	2275678	DUPRAT	3,385.42	5,188.05	53.00	57.28	Jan 10, 2013
CDC	2275679	DUPRAT	3,385.42	5,188.05	53.00	57.28	Jan 10, 2013
CDC	2275680	DUPRAT	3,385.42	5,188.05	53.00	57.28	Jan 10, 2013
CDC	2275681	DUPRAT	3,385.42	5,188.05	53.00	57.28	Jan 10, 2013
CDC	2275682	DUPRAT	3,385.42	5,188.05	53.00	57.28	Jan 10, 2013
CDC	2275683	DUPRAT	3,121.23	4,783.19	53.00	52.81	Jan 10, 2013
CDC	2275684	DUPRAT	1,784.32	2,734.42	53.00	30.19	Jan 10, 2013
CDC	2275685	DUPRAT	185.00	283.50	27.00	3.13	Jan 10, 2013
CDC	2275686	DUPRAT	750.02	1,149.38	27.00	12.69	Jan 10, 2013
CDC	2275687	DUPRAT	1,954.54	2,995.27	53.00	33.07	Jan 10, 2013
CDC	2275688	DUPRAT	600.49	920.23	27.00	10.16	Jan 10, 2013
CDC	2275689	DUPRAT	1,429.11	2,190.07	27.00	24.18	Jan 10, 2013
CDC	2275690	DUPRAT	3,384.83	5,187.15	53.00	57.27	Jan 10, 2013
CDC	2275691	DUPRAT	3,384.83	5,187.15	53.00	57.27	Jan 10, 2013
CDC	2275692	DUPRAT	3,384.83	5,187.15	53.00	57.27	Jan 10, 2013
CDC	2275693	DUPRAT	3,384.83	5,187.15	53.00	57.27	Jan 10, 2013
CDC	2275694	DUPRAT	3,384.83	5,187.15	53.00	57.27	Jan 10, 2013
CDC	2275695	DUPRAT	3,384.83	5,187.15	53.00	57.27	Jan 10, 2013
CDC	2275696	BEAUCHASTEL	3,384.83	5,187.15	53.00	57.27	Jan 10, 2013
CDC	2275697	DUPRAT	3,385.42	5,188.05	53.00	57.28	Jan 10, 2013
CDC	2275698	DUPRAT	3,385.42	5,188.04	53.00	57.28	Jan 10, 2013
CDC	2275699	DUPRAT	3,385.41	5,188.04	53.00	57.28	Jan 10, 2013
CDC	2275700	DUPRAT	3,385.41	5,188.04	53.00	57.28	Jan 10, 2013
CDC	2275701	DUPRAT	3,385.41	5,188.04	53.00	57.28	Jan 10, 2013
CDC	2275702	DUPRAT	351.66	538.91	27.00	5.95	Jan 10, 2013
CDC	2275703	DUPRAT	1,295.53	1,985.36	27.00	21.92	Jan 10, 2013
CDC	2275704	DUPRAT	3,384.23	5,186.23	53.00	57.26	Jan 10, 2013
CDC	2275705	DUPRAT	2,778.42	4,257.85	53.00	47.01	Jan 10, 2013
CDC	2275706	DUPRAT	2,878.90	4,411.83	53.00	48.71	Jan 10, 2013
CDC	2275707	DUPRAT	3,384.23	5,186.23	53.00	57.26	Jan 10, 2013
CDC	2275708	DUPRAT	3,384.23	5,186.23	53.00	57.26	Jan 10, 2013

<i>Disposition Type</i>	<i>Disposition No</i>	<i>Township</i>	<i>Work Requirement</i>	<i>Work Credit</i>	<i>Payment</i>	<i>Hectares</i>	<i>Expiry Date</i>
CDC	2275709	DUPRAT	3,384.23	5,186.23	53.00	57.26	Jan 10, 2013
CDC	2275710	DUPRAT	3,384.23	5,186.23	53.00	57.26	Jan 10, 2013
CDC	2275711	DUPRAT	3,384.23	5,186.23	53.00	57.26	Jan 10, 2013
CDC	2275712	DUPRAT	3,384.82	5,187.14	53.00	57.27	Jan 10, 2013
CDC	2275713	DUPRAT	3,384.82	5,187.14	53.00	57.27	Jan 10, 2013
CDC	2275714	DUPRAT	3,384.82	5,187.14	53.00	57.27	Jan 10, 2013
CDC	2275715	DUPRAT	3,384.82	5,187.14	53.00	57.27	Jan 10, 2013
CDC	2275716	DUPRAT	3,384.82	5,187.14	53.00	57.27	Jan 10, 2013
CDC	2275717	DUPRAT	3,384.82	5,187.14	53.00	57.27	Jan 10, 2013
CDC	2275718	DUPRAT	3,384.82	5,187.14	53.00	57.27	Jan 10, 2013
CDC	2275719	DUPRAT	1,415.51	2,169.23	27.00	23.95	Jan 10, 2013
CDC	2275720	DUPRAT	1,300.26	1,992.61	27.00	22.00	Jan 10, 2013
CDC	2275721	DUPRAT	3,383.64	5,185.32	53.00	57.25	Jan 10, 2013
CDC	2275722	DUPRAT	3,383.64	5,185.32	53.00	57.25	Jan 10, 2013
CDC	2275723	DUPRAT	3,383.64	1,585.32	53.00	57.25	Jan 10, 2013
CDC	2275724	DUPRAT	3,383.64	1,585.32	53.00	57.25	Jan 10, 2013
CDC	2275725	DUPRAT	3,384.23	2,665.23	53.00	57.26	Jan 10, 2013
CDC	2275726	DUPRAT	3,384.23	3,082.49	53.00	57.26	Jan 10, 2013
CDC	2275727	DUPRAT	3,384.23	5,186.23	53.00	57.26	Jan 10, 2013
CDC	2275728	DUPRAT	3,384.23	5,186.23	53.00	57.26	Jan 10, 2013
CDC	2275729	DUPRAT	3,384.23	5,186.23	53.00	57.26	Jan 10, 2013
CDC	2275730	DUPRAT	3,384.23	5,186.23	53.00	57.26	Jan 10, 2013
CDC	2275731	DUPRAT	3,384.23	5,186.23	53.00	57.26	Jan 10, 2013
CDC	2275732	DUPRAT	3,384.23	5,186.23	53.00	57.26	Jan 10, 2013
CDC	2275733	DUPRAT	3,384.23	5,186.23	53.00	57.26	Jan 10, 2013
CDC	2275734	DUPRAT	3,384.23	5,186.23	53.00	57.26	Jan 10, 2013
CDC	2275735	DUPRAT	3,208.10	4,916.32	53.00	54.28	Jan 10, 2013
CDC	2275736	DUPRAT	2,319.78	3,555.00	53.00	39.25	Jan 10, 2013
CDC	2275737	DUPRAT	774.83	1,187.41	27.00	13.11	Jan 10, 2013
CDC	2275738	DUPRAT	3,348.18	5,130.98	53.00	56.65	Jan 10, 2013
CDC	2275739	DUPRAT	3,383.05	5,184.42	53.00	57.24	Jan 10, 2013
CDC	2275740	DUPRAT	3,383.64	5,185.32	53.00	57.25	Jan 10, 2013
CDC	2275741	DUPRAT	3,383.64	2,685.85	53.00	57.25	Jan 10, 2013
CDC	2275742	DUPRAT	3,383.64	2,745.58	53.00	57.25	Jan 10, 2013
CDC	2275743	DUPRAT	3,383.64	2,745.58	53.00	57.25	Jan 10, 2013
CDC	2275744	DUPRAT	3,383.64	5,185.32	53.00	57.25	Jan 10, 2013
CDC	2275745	DUPRAT	3,383.64	5,185.32	53.00	57.25	Jan 10, 2013
CDC	2275746	DUPRAT	3,383.64	5,185.32	53.00	57.25	Jan 10, 2013
CDC	2275747	DUPRAT	3,383.64	5,185.32	53.00	57.25	Jan 10, 2013
CDC	2275748	DUPRAT	3,383.64	5,185.32	53.00	57.25	Jan 10, 2013
CDC	2275749	DUPRAT	3,383.64	5,185.32	53.00	57.25	Jan 10, 2013
CDC	2275750	DUPRAT	2,984.10	4,573.05	53.00	50.49	Jan 10, 2013
CDC	2275751	DUPRAT	2,946.28	4,515.08	53.00	49.85	Jan 10, 2013
CDC	2275752	DUPRAT	2,034.32	3,117.53	53.00	34.42	Jan 10, 2013
CDC	2275753	DUPRAT	472.23	723.68	27.00	7.99	Jan 10, 2013
CDC	2275754	DUPRAT	612.30	938.34	27.00	10.36	Jan 10, 2013
CDC	2275755	DUPRAT	2,607.62	3,996.09	53.00	44.12	Jan 10, 2013
CDC	2275756	DUPRAT	2,605.25	3,992.47	53.00	44.08	Jan 10, 2013
CDC	2275757	DUPRAT	2,814.48	4,313.10	53.00	47.62	Jan 10, 2013
CDC	2275758	DUPRAT	3,383.05	5,184.42	53.00	57.24	Jan 10, 2013
CDC	2275759	DUPRAT	3,383.05	5,184.42	53.00	57.24	Jan 10, 2013
CDC	2275760	DUPRAT	3,383.05	5,184.42	53.00	57.24	Jan 10, 2013
CDC	2275761	DUPRAT	3,383.05	1,584.42	53.00	57.24	Jan 10, 2013
CDC	2275762	DUPRAT	3,383.05	5,184.42	53.00	57.24	Jan 10, 2013
CDC	2275763	DUPRAT	3,383.05	5,184.42	53.00	57.24	Jan 10, 2013
CDC	2275764	DUPRAT	3,383.05	5,184.42	53.00	57.24	Jan 10, 2013
CDC	2275765	DUPRAT	3,383.05	5,184.42	53.00	57.24	Jan 10, 2013
CDC	2275766	DUPRAT	3,036.70	4,653.66	53.00	51.38	Jan 10, 2013
CDC	2275767	DUPRAT	122.93	188.39	27.00	2.08	Jan 10, 2013
CDC	2275768	DUPRAT	2.36	3.62	27.00	0.04	Jan 10, 2013
CDC	2275769	DUPRAT	919.05	-	27.00	15.55	Jan 10, 2013
CDC	2275770	DUPRAT	3,382.46	-	53.00	57.23	Jan 10, 2013
CDC	2275771	DUPRAT	3,382.46	5,183.51	53.00	57.23	Jan 10, 2013
CDC	2275772	DUPRAT	3,382.46	5,183.51	53.00	57.23	Jan 10, 2013

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
CDC	2275773	DUPRAT	3,382.46	5,183.51	53.00	57.23	Jan 10, 2013
CDC	2275774	DUPRAT	3,382.46	5,183.51	53.00	57.23	Jan 10, 2013
CDC	2275775	DUPRAT	3,382.46	5,183.51	53.00	57.23	Jan 10, 2013
CDC	2275776	DUPRAT	3,382.46	5,183.51	53.00	57.23	Jan 10, 2013
CDC	2275777	DUPRAT	3,382.46	5,183.51	53.00	57.23	Jan 10, 2013
CDC	2275778	DUPRAT	3,382.46	5,183.51	53.00	57.23	Jan 10, 2013
CDC	2275779	DUPRAT	3,382.46	5,183.51	53.00	57.23	Jan 10, 2013
CDC	2275780	DUPRAT	3,382.46	5,183.51	53.00	57.23	Jan 10, 2013
CDC	2275781	DUPRAT	1,946.85	2,983.48	53.00	32.94	Jan 10, 2013
CDC	2275782	DUPRAT	194.44	-	27.00	3.29	Jan 10, 2013
CDC	2275783	DUPRAT	2,105.24	-	53.00	35.62	Jan 10, 2013
CDC	2275784	DUPRAT	3,381.86	-	53.00	57.22	Jan 10, 2013
CDC	2275785	DUPRAT	3,381.86	-	53.00	57.22	Jan 10, 2013
CDC	2275786	DUPRAT	3,381.86	5,182.61	53.00	57.22	Jan 10, 2013
CDC	2275787	DUPRAT	3,381.86	5,182.61	53.00	57.22	Jan 10, 2013
CDC	2275788	DUPRAT	3,381.86	5,182.61	53.00	57.22	Jan 10, 2013
CDC	2275789	DUPRAT	3,381.86	5,182.61	53.00	57.22	Jan 10, 2013
CDC	2275790	DUPRAT	3,381.86	5,182.61	53.00	57.22	Jan 10, 2013
CDC	2275791	DUPRAT	3,381.86	5,182.61	53.00	57.22	Jan 10, 2013
CDC	2275792	DUPRAT	3,381.86	5,182.61	53.00	57.22	Jan 10, 2013
CDC	2275793	DUPRAT	3,381.86	5,182.61	53.00	57.22	Jan 10, 2013
CDC	2275794	DUPRAT	3,381.86	5,182.61	53.00	57.22	Jan 10, 2013
CDC	2275795	DUPRAT	1,247.07	1,911.09	27.00	21.10	Jan 10, 2013
CDC	2275796	DUPRAT	414.90	-	27.00	7.02	Jan 10, 2013
CDC	2275797	DUPRAT	3,381.27	-	53.00	57.21	Jan 10, 2013
CDC	2275798	DUPRAT	3,381.27	-	53.00	57.21	Jan 10, 2013
CDC	2275799	DUPRAT	2,138.34	3,276.94	53.00	36.18	Jan 10, 2013
CDC	2275800	DUPRAT	3,296.76	5,052.18	53.00	55.78	Jan 10, 2013
CDC	2275801	DUPRAT	2,744.73	4,206.23	53.00	46.44	Jan 10, 2013
CDC	2275802	DUPRAT	2.95	4.52	27.00	0.05	Jan 10, 2013
CDC	2275803	DUPRAT	280.14	429.31	27.00	4.74	Jan 10, 2013
CDC	2275804	DUPRAT	2,888.35	4,426.32	53.00	48.87	Jan 10, 2013
CDC	2275805	DUPRAT	799.07	1,224.55	27.00	13.52	Jan 10, 2013
CDC	2275806	DUPRAT	995.29	1,525.25	27.00	16.84	Jan 10, 2013
CDC	2275807	DUPRAT	33.68	51.62	27.00	0.57	Jan 10, 2013
CDC	2275808	DUPRAT	46.69	71.55	27.00	0.79	Jan 10, 2013
Claim		218	578,000.00	818,973.89	10,280.00	3,779.55	

IAMGOLD LAC SAVARD PROPERTY (DFAULT PRJ)(QC)

HOLDER: Alexis Minerals Corporation (91461) **ALEXIS INTEREST:** **PROJECT NTS:** 32007
100% (responsible)

ROYALTY/INTEREST:

Claim	2 yr Rental					
CL	3716672	DUFRESNOY	2,500.00	241.17	53.00	Mar 21, 2013
CL	3716681	DUFRESNOY	2,500.00	1,110.33	53.00	Mar 21, 2013
CL	3716682	DUFRESNOY	2,500.00	980.43	53.00	Mar 21, 2013
CL	3716691	DUFRESNOY	2,500.00	460.37	53.00	Mar 21, 2013
CL	3716692	DUFRESNOY	2,500.00	68,234.72	53.00	Mar 21, 2013
CL	3716701	DUFRESNOY	2,500.00	29,315.16	53.00	Mar 21, 2013
CL	3716702	DUFRESNOY	2,500.00	-	53.00	Mar 21, 2013
CL	3716711	DUFRESNOY	2,500.00	2,223.56	53.00	Mar 20, 2013
CL	3716712	DUFRESNOY	2,500.00	-	53.00	Mar 20, 2013
CL	3716721	DUFRESNOY	2,500.00	-	53.00	Mar 20, 2013
CL	3716722	DUFRESNOY	2,500.00	-	53.00	Mar 20, 2013
Claim		11	27,500.00	102,565.74	583.00	440.00

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
<u>IAMGOLD MARILLAC PROPERTY (DUFALT PRJ)(QC)</u>							
HOLDER:	Alexis Minerals Corporation (91461) 100% (responsible)		ALEXIS INTEREST:	PROJECT NTS:	32D07		
ROYALTY/INTEREST:							
Claim	2 yr Rental						
CL	3862131	ROUYN	2,500.00	-	53.00	30.00	Oct 04, 2013
CL	3862132	ROUYN	2,500.00	-	53.00	28.00	Oct 04, 2013
CL	3871312	DUFRESNOY	2,500.00	-	53.00	40.00	Oct 05, 2013
CL	3871321	DUFRESNOY	2,500.00	-	53.00	40.00	Oct 05, 2013
CL	3871322	DUFRESNOY	2,500.00	-	53.00	40.00	Oct 05, 2013
CL	3871331	DUFRESNOY	2,500.00	-	53.00	40.00	Oct 06, 2013
CL	3871332	DUFRESNOY	2,500.00	-	53.00	40.00	Oct 06, 2013
CL	3871341	DUFRESNOY	2,500.00	-	53.00	40.00	Oct 06, 2013
CL	3871342	DUFRESNOY	2,500.00	-	53.00	40.00	Oct 06, 2013
CL	3871351	DUFRESNOY	2,500.00	8,041.83	53.00	40.00	Oct 06, 2013
CL	3871352	DUFRESNOY	2,500.00	44,823.68	53.00	40.00	Oct 06, 2013
CL	3871392	DUFRESNOY	2,500.00	-	53.00	40.00	Oct 08, 2013
CL	3871501	ROUYN	1,000.00	-	27.00	22.00	Oct 03, 2013
CL	3871502	ROUYN	2,500.00	-	53.00	31.00	Oct 03, 2013
CL	3871511	ROUYN	2,500.00	-	53.00	32.00	Oct 03, 2013
CL	3871512	ROUYN	2,500.00	-	53.00	32.00	Oct 03, 2013
CL	3871521	ROUYN	2,500.00	-	53.00	32.00	Oct 03, 2013
CL	3871522	ROUYN	2,500.00	-	53.00	31.00	Oct 03, 2013
CL	3871531	DUFRESNOY	2,500.00	-	53.00	40.00	Oct 08, 2013
CL	3871532	DUFRESNOY	2,500.00	-	53.00	40.00	Oct 08, 2013
CL	3871541	DUFRESNOY	2,500.00	74,854.97	53.00	40.00	Oct 08, 2013
CL	3871542	DUFRESNOY	1,000.00	59,674.07	27.00	20.00	Oct 08, 2013
CL	3952241	ROUYN	1,000.00	2,160.45	27.00	10.00	Oct 08, 2013
CL	3952242	ROUYN	1,000.00	1,640.40	27.00	10.00	Oct 08, 2013
CL	3952243	ROUYN	1,000.00	-	27.00	11.00	Oct 08, 2013
CL	3952244	ROUYN	1,000.00	-	27.00	10.00	Oct 08, 2013
CL	3952245	ROUYN	1,000.00	-	27.00	12.00	Oct 08, 2013
CL	3952246	ROUYN	1,000.00	-	27.00	6.00	Oct 08, 2013
CL	3952247	ROUYN	1,000.00	-	27.00	6.00	Oct 08, 2013
CL	3952381	ROUYN	2,500.00	-	53.00	30.00	Oct 20, 2013
CL	3952391	ROUYN	1,000.00	-	27.00	23.00	Oct 20, 2013
CL	3952392	ROUYN	1,000.00	-	27.00	18.00	Oct 20, 2013
CL	3952393	ROUYN	1,000.00	-	27.00	19.00	Oct 20, 2013
CL	3952394	ROUYN	1,000.00	-	27.00	21.00	Oct 20, 2013

IAMGOLD NEVEU PROPERTY (ROUTHIER PRJ)(QC)

HOLDER:	<i>Alexis Minerals Corporation (91461)</i>		ALEXIS INTEREST:	PROJECT NTS:	32D02 32D07		
		<i>100% (responsible)</i>					
ROYALTY/INTEREST:							
<i>Claim</i>	<i>2 yr Rental</i>						
CL	3706101	ROUYN	1,000.00	-	27.00	20.00	Nov 16, 2012
CL	3706102	ROUYN	1,000.00	-	27.00	20.00	Nov 16, 2012
CL	3706103	ROUYN	1,000.00	-	27.00	16.00	Nov 16, 2012
CL	3706104	ROUYN	1,000.00	-	27.00	20.00	Nov 16, 2012
CL	3706171	ROUYN	1,000.00	-	27.00	20.00	Nov 16, 2012
CL	3706172	ROUYN	1,000.00	-	27.00	20.00	Nov 16, 2012
CL	3706173	ROUYN	1,000.00	-	27.00	20.00	Nov 16, 2012
CL	3706174	ROUYN	1,000.00	-	27.00	20.00	Nov 16, 2012
CL	5234806	ROUYN	1,000.00	-	27.00	10.40	Sep 30, 2013
CL	5234807	ROUYN	1,000.00	-	27.00	6.50	Sep 30, 2013
CL	5234808	ROUYN	1,000.00	-	27.00	7.60	Sep 30, 2013
CL	5234809	ROUYN	1,000.00	-	27.00	8.60	Sep 30, 2013
CL	5234810	ROUYN	1,000.00	-	27.00	8.60	Sep 30, 2013
CL	5241298	ROUYN	1,000.00	-	27.00	21.20	Sep 30, 2013
<i>Claim</i>		<i>14</i>	<i>14,000.00</i>	<i>-</i>	<i>378.00</i>	<i>218.90</i>	

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
------------------	----------------	----------	------------------	-------------	---------	----------	-------------

IAMGOLD PINKOS PROPERTY (DFAULT PRJ)(QC)

HOLDER: Alexis Minerals Corporation (91461)
100% (responsible) **ALEXIS INTEREST:** **PROJECT NTS:** 32D07

ROYALTY/INTEREST:

Claim	2 yr Rental						
CLD	P009420	DUFRESNOY	2,500.00	-	53.00	40.00	Nov 30, 2012
CLD	P009421	DUFRESNOY	2,500.00	27,253.33	53.00	40.00	Nov 30, 2012
CLD	P013990	DUFRESNOY	1,000.00	-	27.00	20.00	Nov 30, 2012
CLD	P013991	DUFRESNOY	1,000.00	6,804.79	27.00	20.00	Nov 30, 2012
CLD	P013992	DUFRESNOY	1,000.00	33,613.94	27.00	20.00	Nov 30, 2012
CLD	P013993	DUFRESNOY	1,000.00	14,053.94	27.00	20.00	Nov 30, 2012
CLD	P013994	DUFRESNOY	1,000.00	-	27.00	20.00	Nov 30, 2012
CLD	P013995	DUFRESNOY	1,000.00	40,490.01	27.00	20.00	Nov 30, 2012
CLD	P013996	DUFRESNOY	1,000.00	224,669.20	27.00	20.00	Nov 30, 2012
CLD	P013997	DUFRESNOY	2,500.00	-	53.00	40.00	Nov 30, 2012
CLD	P013998	DUFRESNOY	2,500.00	-	53.00	40.00	Nov 30, 2012
CLD	P013999	DUFRESNOY	2,500.00	-	53.00	40.00	Nov 30, 2012
CLD	P014000	DUFRESNOY	2,500.00	145,231.69	53.00	40.00	Nov 30, 2012
CLD	P014001	DUFRESNOY	2,500.00	123,357.30	53.00	40.00	Nov 30, 2012
CLD	P014002	DUFRESNOY	2,500.00	60,169.42	53.00	40.00	Nov 30, 2012
CLD	P014003	DUFRESNOY	2,500.00	-	53.00	40.00	Nov 30, 2012
CLD	P014004	DUFRESNOY	2,500.00	-	53.00	40.00	Nov 30, 2012
CLD	P014005	DUFRESNOY	2,500.00	-	53.00	40.00	Nov 30, 2012
Claim			18	34,500.00	675,643.62	772.00	580.00

IAMGOLD RIBAGO 98 PROPERTY (QC)

HOLDER: CENTRAL ASIA GOLDFIELDS CORPORATION (15404)
25% Alexis Minerals Corporation (91461) 75% (responsible) **ALEXIS INTEREST:** **PROJECT NTS:** 32D06

ROYALTY/INTEREST:

Claim	2 yr Rental						
CLD	P980010	BEAUCHASTEL	1,000.00	54,677.38	27.00	19.60	Mar 18, 2013
CLD	P980020	BEAUCHASTEL	1,000.00	422,488.89	27.00	19.20	Mar 18, 2013
CLD	P980030	BEAUCHASTEL	1,000.00	55,069.31	27.00	20.00	Mar 18, 2013
CLD	P980040	BEAUCHASTEL	1,000.00	46,152.91	27.00	17.20	Mar 18, 2013
CLD	P980050	BEAUCHASTEL	1,000.00	45,672.38	27.00	18.80	Mar 18, 2013
CLD	P980060	BEAUCHASTEL	1,000.00	27,727.79	27.00	18.40	Mar 18, 2013
CLD	P980070	BEAUCHASTEL	1,000.00	107,448.51	27.00	19.20	Mar 18, 2013
CLD	P980080	BEAUCHASTEL	1,000.00	51,682.38	27.00	18.80	Mar 18, 2013
CLD	P980090	BEAUCHASTEL	1,000.00	38,481.43	27.00	16.40	Mar 18, 2013
CLD	P980100	BEAUCHASTEL	1,000.00	38,476.29	27.00	14.80	Mar 18, 2013
CLD	P980110	ROUYN	1,000.00	43,147.93	27.00	16.00	Mar 18, 2013
CLD	P980120	ROUYN	1,000.00	36,527.23	27.00	21.60	Mar 18, 2013
Claim			12	12,000.00	967,552.43	324.00	220.00

IAMGOLD ROUTHIER PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461)
100% (responsible) **ALEXIS INTEREST:** **PROJECT NTS:** 32D02 32D07

ROYALTY/INTEREST:

Claim	2 yr Rental						
CL	3707472	ROUYN	1,000.00	-	27.00	20.00	Jan 18, 2013
CL	3707473	ROUYN	1,000.00	-	27.00	20.00	Jan 18, 2013
CL	3707474	ROUYN	1,000.00	-	27.00	20.00	Jan 18, 2013
CL	3707481	ROUYN	1,000.00	-	27.00	20.00	Jan 19, 2013
CL	3707482	ROUYN	1,000.00	-	27.00	20.00	Jan 19, 2013

<i>Disposition Type</i>	<i>Disposition No</i>	<i>Township</i>	<i>Work Requirement</i>	<i>Work Credit</i>	<i>Payment</i>	<i>Hectares</i>	<i>Expiry Date</i>
CL	3707483	ROUYN	1,000.00	-	27.00	16.00	Jan 19, 2013
CL	3707484	ROUYN	1,000.00	-	27.00	16.00	Jan 19, 2013
CL	3707501	ROUYN	1,000.00	-	27.00	15.20	Jan 16, 2013
CL	3707502	ROUYN	1,000.00	-	27.00	6.40	Jan 16, 2013
CL	3707503	ROUYN	1,000.00	-	27.00	8.00	Jan 16, 2013
CL	3707504	ROUYN	1,000.00	-	27.00	10.00	Jan 16, 2013
CL	3707505	ROUYN	1,000.00	-	27.00	16.80	Jan 16, 2013
CL	3707511	ROUYN	1,000.00	-	27.00	9.60	Jan 16, 2013
CL	3707512	ROUYN	1,000.00	-	27.00	15.20	Jan 16, 2013
CL	3707513	ROUYN	1,000.00	-	27.00	13.60	Jan 16, 2013
CL	3707514	ROUYN	1,000.00	-	27.00	18.40	Jan 16, 2013
CL	3707515	ROUYN	1,000.00	-	27.00	11.20	Jan 16, 2013
CL	3707521	ROUYN	1,000.00	-	27.00	8.00	Jan 15, 2013
CL	3707522	ROUYN	1,000.00	-	27.00	12.00	Jan 15, 2013
CL	3707523	ROUYN	1,000.00	-	27.00	14.40	Jan 15, 2013
CL	3707524	ROUYN	2,500.00	-	53.00	26.80	Jan 15, 2013
CL	3707525	ROUYN	1,000.00	-	27.00	12.00	Jan 15, 2013
CL	3707531	ROUYN	1,000.00	-	27.00	19.20	Jan 09, 2013
CL	3707532	ROUYN	1,000.00	-	27.00	21.60	Jan 09, 2013
CL	3707533	ROUYN	1,000.00	-	27.00	21.60	Jan 09, 2013
CL	3707534	ROUYN	1,000.00	-	27.00	21.60	Jan 09, 2013
CL	3707541	ROUYN	1,000.00	-	27.00	21.60	Jan 09, 2013
CL	3707542	ROUYN	1,000.00	-	27.00	21.60	Jan 09, 2013
CL	3707543	ROUYN	1,000.00	-	27.00	21.60	Jan 09, 2013
CL	3707544	ROUYN	1,000.00	-	27.00	20.00	Jan 09, 2013
CL	3707551	ROUYN	1,000.00	-	27.00	20.00	Jan 10, 2013
CL	3707552	ROUYN	1,000.00	-	27.00	20.00	Jan 10, 2013
CL	3707553	ROUYN	1,000.00	-	27.00	20.00	Jan 10, 2013
CL	3707554	ROUYN	1,000.00	-	27.00	20.00	Jan 10, 2013
CL	3707561	ROUYN	2,500.00	-	53.00	26.40	Jan 12, 2013
CL	3707562	ROUYN	2,500.00	-	53.00	26.80	Jan 12, 2013
CL	3707563	ROUYN	1,000.00	-	27.00	15.20	Jan 12, 2013
CL	3707564	ROUYN	1,000.00	-	27.00	15.20	Jan 12, 2013
CL	3707571	ROUYN	2,500.00	-	53.00	25.60	Jan 11, 2013
CL	3707573	ROUYN	1,000.00	-	27.00	16.40	Jan 11, 2013
CL	3707581	ROUYN	1,000.00	-	27.00	16.00	Jan 11, 2013
CL	3707582	ROUYN	1,000.00	-	27.00	15.20	Jan 11, 2013
CL	3707661	ROUYN	1,000.00	-	27.00	20.00	Jan 12, 2013
CL	3707662	ROUYN	1,000.00	-	27.00	20.00	Jan 12, 2013
CL	3707663	ROUYN	1,000.00	-	27.00	24.80	Jan 12, 2013
CL	3707664	ROUYN	1,000.00	-	27.00	14.00	Jan 12, 2013
CL	3707671	ROUYN	1,000.00	-	27.00	16.00	Jan 12, 2013
CL	3707672	ROUYN	1,000.00	-	27.00	16.00	Jan 12, 2013
CL	3707673	ROUYN	1,000.00	-	27.00	16.00	Jan 12, 2013
CL	3707674	ROUYN	1,000.00	-	27.00	20.00	Jan 12, 2013
CL	3707681	ROUYN	1,000.00	-	27.00	20.00	Jan 11, 2013
CL	3707682	ROUYN	1,000.00	-	27.00	20.00	Jan 11, 2013
CL	3707702	ROUYN	1,000.00	-	27.00	20.00	Jan 09, 2013
CL	3707703	ROUYN	1,000.00	-	27.00	20.00	Jan 09, 2013
CL	3707704	ROUYN	1,000.00	-	27.00	20.00	Jan 09, 2013
CL	3707711	ROUYN	1,000.00	-	27.00	24.00	Jan 09, 2013
CL	3707712	ROUYN	1,000.00	-	27.00	20.00	Jan 23, 2013
CL	3707721	ROUYN	1,000.00	-	27.00	18.80	Jan 23, 2013
CL	3707722	ROUYN	2,500.00	-	53.00	25.60	Jan 23, 2013
CL	3707723	ROUYN	2,500.00	-	53.00	36.00	Jan 23, 2013
CL	3707774	ROUYN	2,500.00	-	53.00	30.00	Feb 01, 2013
CL	3707775	ROUYN	1,000.00	-	27.00	8.00	Feb 01, 2013
CL	3707783	ROUYN	1,000.00	-	27.00	15.20	Feb 04, 2013
CL	3707784	ROUYN	1,000.00	-	27.00	18.00	Feb 04, 2013
CL	3707785	ROUYN	1,000.00	-	27.00	22.80	Feb 04, 2013
CL	3707791	ROUYN	1,000.00	-	27.00	14.80	Feb 02, 2013
CL	3707792	ROUYN	1,000.00	-	27.00	16.80	Feb 02, 2013
CL	3707793	ROUYN	1,000.00	-	27.00	14.00	Feb 02, 2013
CL	3707794	ROUYN	1,000.00	-	27.00	19.20	Feb 02, 2013

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
CL	3707795	ROUYN	1,000.00	-	27.00	19.20	Feb 02, 2013
CL	3707801	ROUYN	1,000.00	-	27.00	8.00	Feb 03, 2013
CL	3707802	ROUYN	1,000.00	-	27.00	14.40	Feb 03, 2013
CL	3707803	ROUYN	1,000.00	-	27.00	16.00	Feb 03, 2013
CL	3707804	ROUYN	1,000.00	-	27.00	9.20	Feb 03, 2013
CL	3707805	ROUYN	1,000.00	-	27.00	12.80	Feb 03, 2013
CL	3707806	ROUYN	1,000.00	-	27.00	16.00	Feb 01, 2013
CL	3708011	ROUYN	1,000.00	-	27.00	20.00	Jan 22, 2013
CL	3708012	ROUYN	1,000.00	-	27.00	20.00	Jan 22, 2013
CL	3708013	ROUYN	1,000.00	-	27.00	20.00	Jan 22, 2013
CL	3708014	ROUYN	1,000.00	-	27.00	20.00	Jan 22, 2013
CL	3708023	ROUYN	1,000.00	-	27.00	20.00	Jan 21, 2013
CL	3708024	ROUYN	1,000.00	-	27.00	16.00	Jan 21, 2013
CL	3708034	ROUYN	1,000.00	-	27.00	9.60	Jan 20, 2013
CL	3708035	ROUYN	1,000.00	-	27.00	10.40	Jan 20, 2013
CL	3708044	ROUYN	2,500.00	-	53.00	28.00	Jan 19, 2013
CL	3733171	ROUYN	1,000.00	-	27.00	8.00	Jan 15, 2013
CL	3733172	ROUYN	1,000.00	-	27.00	8.00	Jan 15, 2013
CL	3733173	ROUYN	1,000.00	-	27.00	8.00	Jan 15, 2013
CL	3733174	ROUYN	1,000.00	-	27.00	14.00	Jan 15, 2013
CL	3733175	ROUYN	1,000.00	-	27.00	20.00	Jan 15, 2013
CL	3733176	ROUYN	1,000.00	-	27.00	2.00	Jan 15, 2013
CL	3733177	ROUYN	1,000.00	-	27.00	3.00	Jan 15, 2013
CL	3733178	ROUYN	1,000.00	-	27.00	3.00	Jan 15, 2013
CL	3733181	ROUYN	1,000.00	-	27.00	13.30	Jan 16, 2013
CL	3733182	ROUYN	1,000.00	-	27.00	7.80	Jan 16, 2013
CL	3733183	ROUYN	1,000.00	-	27.00	7.80	Jan 16, 2013
CL	3733184	ROUYN	1,000.00	-	27.00	7.80	Jan 16, 2013
CL	3733185	ROUYN	1,000.00	-	27.00	7.80	Jan 16, 2013
CL	3733186	ROUYN	1,000.00	-	27.00	9.30	Jan 16, 2013
CL	3733187	ROUYN	1,000.00	-	27.00	9.30	Jan 16, 2013
CL	3831051	JOANNES	2,500.00	-	53.00	40.00	Oct 17, 2013
CL	3831052	JOANNES	2,500.00	-	53.00	40.00	Oct 17, 2013
CL	3831061	JOANNES	2,500.00	-	53.00	40.00	Oct 17, 2013
CL	3831062	JOANNES	2,500.00	-	53.00	40.00	Oct 17, 2013
CL	3831111	JOANNES	2,500.00	-	53.00	40.00	Oct 15, 2013
CL	3831112	JOANNES	2,500.00	-	53.00	40.00	Oct 15, 2013
CL	3831121	JOANNES	2,500.00	-	53.00	40.00	Oct 15, 2013
CL	3831122	JOANNES	2,500.00	-	53.00	40.00	Oct 15, 2013
CL	3831131	JOANNES	2,500.00	-	53.00	40.00	Oct 15, 2013
CL	3831191	JOANNES	2,500.00	-	53.00	38.00	Oct 12, 2013
CL	3831201	JOANNES	2,500.00	-	53.00	32.00	Oct 12, 2013
CL	3831202	JOANNES	2,500.00	-	53.00	34.00	Oct 12, 2013
CL	3831211	JOANNES	2,500.00	-	53.00	52.00	Oct 12, 2013
Claim		113	144,500.00	-	3,597.00	2,174.90	

IAMGOLD ROUYN 1 PROPERTY (QC)

CENTRAL ASIA
 GOLDFIELDS
 CORPORATION (15404)
 25 %
 Alexis Minerals
 Corporation (91461)
 75% (responsible)

HOLDER: ALEXIS INTEREST: PROJECT NTS: 32D06

ROYALTY/INTEREST:

Claim	2 yr Rental						
CL	3325901	ROUYN	1,000.00	-	27.00	2.40	Dec 10, 2012
CL	3325902	ROUYN	1,000.00	-	27.00	3.60	Dec 10, 2012
CL	3325903	ROUYN	1,000.00	-	27.00	6.00	Dec 10, 2012
CL	3325904	ROUYN	1,000.00	-	27.00	1.60	Dec 10, 2012
CL	3325905	ROUYN	1,000.00	-	27.00	16.80	Dec 10, 2012
CL	3325906	ROUYN	1,000.00	-	27.00	20.00	Dec 10, 2012
CL	3325907	ROUYN	1,000.00	-	27.00	20.00	Dec 10, 2012
CL	3325908	ROUYN	1,000.00	52.08	27.00	10.80	Dec 10, 2012
Claim		8	8,000.00	52.08	216.00	81.20	

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
------------------	----------------	----------	------------------	-------------	---------	----------	-------------

IAMGOLD SPIRAL (SP140) PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) 100% (responsible) ALEXIS INTEREST: PROJECT NTS: 32002

ROYALTY/INTEREST:

	Claim	2 yr Rental					
CLD	P140010	ROUYN	1,000.00	11,329.15	27.00	9.40	Jun 05, 2013
CLD	P140020	ROUYN	1,000.00	-	27.00	21.20	Jun 05, 2013
	Claim		2	2,000.00	11,329.15	54.00	30.60

IAMGOLD WEST CYPRUS PROPERTY (DUFALTY PRJ)(QC)

HOLDER: Alexis Minerals Corporation (91461) 100% (responsible) ALEXIS INTEREST: PROJECT NTS: 32007

ROYALTY/INTEREST:

	Claim	2 yr Rental					
CL	3714631	DUFRESNOY	2,500.00	-	53.00	28.00	Oct 26, 2012
CL	3714632	DUFRESNOY	1,000.00	-	27.00	20.00	Oct 26, 2012
CL	3714633	DUFRESNOY	1,000.00	-	27.00	20.00	Oct 26, 2012
	Claim		3	4,500.00	-	107.00	68.00

IAMGOLD WILCO OPT PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) 100% (responsible) ALEXIS INTEREST: PROJECT NTS: 32002 32007

ROYALTY/INTEREST:

	Claim	2 yr Rental					
CDC	1075205	ROUYN	750.00	-	27.00	14.84	Apr 29, 2014
CDC	1075206	ROUYN	750.00	-	27.00	14.78	Apr 29, 2014
CDC	1075207	ROUYN	750.00	-	27.00	9.55	Apr 29, 2014
CDC	1075208	ROUYN	750.00	-	27.00	14.78	Apr 29, 2014
CDC	1075209	ROUYN	750.00	-	27.00	4.76	Apr 29, 2014
CDC	1075210	ROUYN	750.00	-	27.00	10.23	Apr 29, 2014
CL	1201041	ROUYN	1,000.00	-	27.00	20.00	Jan 13, 2013
CL	1201042	ROUYN	1,000.00	-	27.00	20.00	Jan 13, 2013
CL	1201043	ROUYN	1,000.00	-	27.00	20.00	Jan 13, 2013
CL	1201044	ROUYN	1,000.00	-	27.00	20.00	Jan 13, 2013
CL	1201051	ROUYN	1,000.00	-	27.00	11.20	Jan 13, 2013
CL	1201052	ROUYN	1,000.00	-	27.00	14.00	Jan 13, 2013
CL	1201053	ROUYN	1,000.00	-	27.00	16.00	Jan 13, 2013
CL	1201054	ROUYN	1,000.00	-	27.00	17.20	Jan 13, 2013
CL	1201055	ROUYN	1,000.00	-	27.00	20.00	Jan 13, 2013
CL	C004631	ROUYN	2,500.00	-	53.00	26.80	May 25, 2013
CL	C004632	ROUYN	1,000.00	-	27.00	16.00	May 25, 2013
CL	C004633	ROUYN	1,000.00	1,530.55	27.00	16.00	May 25, 2013
CL	C004634	ROUYN	2,500.00	1,036.18	53.00	33.30	May 25, 2013
	Claim		19	20,500.00	2,566.73	565.00	319.44

INMETANSIL PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) 100% (responsible) ALEXIS INTEREST: PROJECT NTS: 32006

ROYALTY/INTEREST:

	Claim	2 yr Rental					
CL	350391	DUPRAT	1,000.00	-	27.00	20.00	Apr 18, 2013
CL	350392	DUPRAT	1,000.00	-	27.00	20.00	Apr 18, 2013
CL	350393	DUPRAT	1,000.00	-	27.00	20.00	Apr 18, 2013
CL	350394	DUPRAT	1,000.00	11,399.34	27.00	20.00	Apr 18, 2013
CL	350411	DUPRAT	2,500.00	103,435.07	53.00	40.00	Apr 18, 2013

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
CL	350412	DUPRAT	2,500.00	294,865.23	53.00	40.00	Apr 18, 2013
CL	350651	DUPRAT	2,500.00	-	53.00	38.45	Apr 22, 2013
CL	350652	DUPRAT	2,500.00	10,999.55	53.00	42.25	Apr 22, 2013
CL	350653	DUPRAT	1,000.00	-	27.00	5.60	Apr 22, 2013
CL	350661	DUPRAT	2,500.00	9,135.45	53.00	39.32	Apr 22, 2013
CL	350662	DUPRAT	2,500.00	-	53.00	37.60	Apr 22, 2013
CL	350663	DUPRAT	1,000.00	34,000.59	27.00	8.00	Apr 22, 2013
CL	350664	DUPRAT	1,000.00	-	27.00	7.60	Apr 22, 2013
Claim		13	22,000.00	463,835.23	507.00	338.82	

INMET CRANSTON PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) ALEXIS INTEREST: PROJECT NTS: 32D06
100% (responsible)

ROYALTY/INTEREST:

Claim 2 yr Rental

CDC	1109509	DUPRAT	750.00	-	27.00	18.00	Dec 18, 2012
CDC	1109510	DUPRAT	750.00	-	27.00	21.35	Dec 18, 2012
CDC	1109511	DUPRAT	1,800.00	-	53.00	35.63	Dec 18, 2012
CDC	1109512	DUPRAT	750.00	-	27.00	14.26	Dec 18, 2012
CDC	1109513	DUPRAT	750.00	71,736.82	27.00	13.17	Dec 18, 2012
CDC	1109514	DUPRAT	750.00	-	27.00	19.49	Dec 18, 2012
CDC	1109515	DUPRAT	750.00	-	27.00	16.61	Dec 18, 2012
Claim		7	6,300.00	71,736.82	215.00	138.51	

INMET D'ALEMBERT PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) ALEXIS INTEREST: PROJECT NTS: 32D06 32D07
100% (responsible)

ROYALTY/INTEREST:

Claim 2 yr Rental

CL	3959221	DUFRESNOY	2,500.00	-	53.00	40.00	Jan 14, 2013
CL	3959222	DUFRESNOY	2,500.00	-	53.00	40.00	Jan 14, 2013
CL	3959231	DUFRESNOY	2,500.00	-	53.00	40.00	Jan 14, 2013
CL	3959232	DUFRESNOY	2,500.00	-	53.00	40.00	Jan 14, 2013
CL	3959241	DUFRESNOY	2,500.00	-	53.00	40.00	Jan 14, 2013
CL	3959242	DUFRESNOY	2,500.00	109.63	53.00	40.00	Jan 14, 2013
CL	3959311	DUFRESNOY	2,500.00	2,609.62	53.00	40.00	Jan 16, 2013
CL	3959312	DUFRESNOY	2,500.00	1,609.62	53.00	40.00	Jan 16, 2013
CL	3959321	DUFRESNOY	2,500.00	109.63	53.00	40.00	Jan 14, 2013
CL	3959322	DUFRESNOY	2,500.00	-	53.00	40.00	Jan 14, 2013
CL	3959331	DUFRESNOY	2,500.00	-	53.00	40.00	Jan 14, 2013
CL	3959421	DUFRESNOY	2,500.00	109.63	53.00	40.00	Jan 14, 2013
CL	3959422	DUFRESNOY	2,500.00	109.63	53.00	40.00	Jan 14, 2013
CL	3959431	DUFRESNOY	2,500.00	1,609.63	53.00	40.00	Jan 14, 2013
CL	3959432	DUFRESNOY	2,500.00	2,609.63	53.00	40.00	Jan 14, 2013
CL	3959441	DUFRESNOY	2,500.00	2,609.63	53.00	40.00	Jan 14, 2013
CL	3959442	DUFRESNOY	2,500.00	2,609.62	53.00	40.00	Jan 14, 2013
CL	3959541	DUFRESNOY	2,500.00	609.62	53.00	40.00	Jan 16, 2013
Claim		18	45,000.00	14,705.89	954.00	720.00	

INMET DUFRESNOY PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) ALEXIS INTEREST: PROJECT NTS: 32D07
100% (responsible)

ROYALTY/INTEREST:

Claim 2 yr Rental

CL	4240731	DUFRESNOY	2,500.00	2,584.24	53.00	40.00	Dec 03, 2012
CL	4240732	DUFRESNOY	2,500.00	2,584.24	53.00	40.00	Dec 03, 2012
CL	4274661	DUFRESNOY	2,500.00	-	53.00	40.00	May 01, 2013
CL	4274662	DUFRESNOY	2,500.00	-	53.00	40.00	May 01, 2013

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
CL	4274671	DUFRESNOY	2,500.00	1,056.05	53.00	40.00	May 01, 2013
CL	4274672	DUFRESNOY	2,500.00	-	53.00	40.00	May 01, 2013
CL	4274681	DUFRESNOY	2,500.00	-	53.00	40.00	May 01, 2013
CL	4274682	DUFRESNOY	2,500.00	2,011.36	53.00	40.00	May 01, 2013
CL	4274691	DUFRESNOY	2,500.00	84.24	53.00	40.00	May 02, 2013
CL	4274692	DUFRESNOY	2,500.00	84.24	53.00	40.00	May 02, 2013
CL	4274701	DUFRESNOY	2,500.00	348.25	53.00	40.00	May 02, 2013
CL	4274702	DUFRESNOY	2,500.00	2,988.38	53.00	40.00	May 02, 2013
CL	4274711	DUFRESNOY	2,500.00	2,904.14	53.00	40.00	May 02, 2013
CL	4274712	DUFRESNOY	2,500.00	1,056.05	53.00	40.00	May 02, 2013
CL	4274721	DUFRESNOY	2,500.00	2,112.10	53.00	40.00	May 01, 2013
CL	4274722	DUFRESNOY	2,500.00	3,432.16	53.00	40.00	May 01, 2013
CL	4274731	DUFRESNOY	2,500.00	3,168.15	53.00	40.00	May 01, 2013
CL	4274732	DUFRESNOY	2,500.00	1,584.08	53.00	40.00	May 01, 2013
CL	4274741	DUFRESNOY	2,500.00	792.04	53.00	40.00	May 01, 2013
CL	4274742	DUFRESNOY	2,500.00	528.02	53.00	40.00	May 01, 2013
CL	4274751	DUFRESNOY	2,500.00	-	53.00	40.00	May 02, 2013
CL	4274752	DUFRESNOY	2,500.00	-	53.00	40.00	May 02, 2013
CL	4274761	DUFRESNOY	2,500.00	-	53.00	40.00	May 02, 2013
CL	5174361	DUFRESNOY	2,500.00	699.99	53.00	40.00	Jul 19, 2013
Claim		24	60,000.00	28,017.73	1,272.00	960.00	

INMET-DUPRESNOY PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) ALEXIS INTEREST: PROJECT NTS: 32D06
100% (responsible)

ROYALTY/INTEREST:

Claim	2 yr Rental						
CL	4901	DUPRAT	1,000.00	-	27.00	12.00	Mar 03, 2013
CL	4902	DUPRAT	1,000.00	-	27.00	2.00	Mar 03, 2013
CL	4903	DUPRAT	1,000.00	-	27.00	6.00	Mar 03, 2013
CL	4904	DUPRAT	1,000.00	-	27.00	6.00	Mar 03, 2013
CL	4905	DUPRAT	1,000.00	-	27.00	7.20	Mar 03, 2013
CL	4906	DUPRAT	1,000.00	-	27.00	7.70	Mar 03, 2013
CL	4907	DUPRAT	1,000.00	-	27.00	3.20	Mar 03, 2013
CL	3862171	DUFRESNOY	1,000.00	-	27.00	22.00	Dec 04, 2012
CL	3862172	DUFRESNOY	1,000.00	-	27.00	21.00	Dec 04, 2012
CL	4043443	DUFRESNOY	1,000.00	-	27.00	12.09	Sep 15, 2013
CL	C001211	DUFRESNOY	1,000.00	-	27.00	15.60	Jan 06, 2013
CL	C001212	DUFRESNOY	1,000.00	-	27.00	14.40	Jan 06, 2013
CL	C001841	DUPRAT	1,000.00	-	27.00	10.40	Feb 11, 2013
CL	C001842	DUPRAT	1,000.00	-	27.00	10.40	Feb 11, 2013
CL	C001843	DUPRAT	1,000.00	-	27.00	23.60	Feb 11, 2013
CL	C001844	DUPRAT	2,500.00	-	53.00	25.60	Feb 11, 2013
CL	C001851	DUPRAT	2,500.00	-	53.00	26.80	Feb 23, 2013
CL	C001852	DUPRAT	2,500.00	-	53.00	26.80	Feb 23, 2013
CL	C002451	DUPRAT	2,500.00	-	53.00	27.20	Mar 10, 2013
CL	C002452	DUPRAT	1,000.00	-	27.00	1.20	Mar 10, 2013
CL	C002453	DUPRAT	2,500.00	-	53.00	26.40	Mar 10, 2013
CL	C002454	DUPRAT	1,000.00	-	27.00	10.40	Mar 10, 2013
CL	C002455	DUPRAT	1,000.00	-	27.00	5.60	Mar 10, 2013
CL	C002511	ROUYN	1,000.00	-	27.00	16.00	Mar 20, 2013
CL	C002512	ROUYN	1,000.00	-	27.00	16.00	Mar 20, 2013
CL	C002971	ROUYN	1,000.00	-	27.00	21.70	Apr 14, 2013
CL	C002972	ROUYN	1,000.00	-	27.00	13.30	Apr 14, 2013
CL	C002973	DUFRESNOY	1,000.00	-	27.00	20.60	Apr 14, 2013
CL	C002974	DUFRESNOY	1,000.00	-	27.00	12.90	Apr 14, 2013
CL	C003571	DUFRESNOY	1,000.00	-	27.00	20.00	May 23, 2013
CL	C003601	DUFRESNOY	2,500.00	-	53.00	26.80	May 29, 2013
CL	C003602	DUFRESNOY	1,000.00	-	27.00	14.40	May 29, 2013
CL	C003603	DUFRESNOY	1,000.00	-	27.00	17.09	May 29, 2013
CL	C003621	DUFRESNOY	2,500.00	-	53.00	40.00	May 25, 2013
CL	C003622	DUFRESNOY	2,500.00	-	53.00	40.00	May 25, 2013

<i>Disposition Type</i>	<i>Disposition No</i>	<i>Township</i>	<i>Work Requirement</i>	<i>Work Credit</i>	<i>Payment</i>	<i>Hectares</i>	<i>Expiry Date</i>
CL	C005711	DUFRESNOY	2,500.00	6,655.72	53.00	78.50	Jul 08, 2013
CL	C005721	DUFRESNOY	2,500.00	13,963.45	53.00	60.50	Jul 08, 2013
CL	C007011	DUFRESNOY	1,000.00	4,702.38	27.00	21.08	Sep 20, 2013
CL	C007012	DUFRESNOY	1,000.00	3,052.00	27.00	22.00	Sep 20, 2013
CL	C008001	DUFRESNOY	1,000.00	7,658.76	27.00	20.40	Nov 27, 2012
CL	C008002	DUFRESNOY	1,000.00	9,236.43	27.00	20.40	Nov 27, 2012
CL	C008003	DUFRESNOY	1,000.00	10,999.21	27.00	20.40	Nov 27, 2012
CL	C008004	DUFRESNOY	1,000.00	-	27.00	2.00	Nov 27, 2012
CL	C009141	DUFRESNOY	1,000.00	6,728.94	27.00	8.40	Dec 30, 2012
CL	C009142	DUFRESNOY	1,000.00	-	27.00	11.60	Dec 30, 2012
CL	C009143	DUFRESNOY	1,000.00	-	27.00	12.80	Dec 30, 2012
CL	C009144	DUFRESNOY	1,000.00	-	27.00	3.10	Dec 30, 2012
CL	C009423	DUFRESNOY	2,500.00	-	53.00	28.80	May 24, 2013
<i>Claim</i>		<i>48</i>	<i>64,500.00</i>	<i>62,996.89</i>	<i>1,582.00</i>	<i>892.36</i>	

INMET EAST FLAVRIAN PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) *ALEXIS INTEREST:* *PROJECT NTS:* 32D06
100% (responsible)

ROYALTY/INTEREST:

<i>Claim</i>		2 yr Rental					
CL	3347721	DUPRAT	1,000.00	-	27.00	19.60	Aug 09, 2013
CL	3347731	DUPRAT	1,000.00	-	27.00	19.80	Aug 08, 2013
CL	3347732	DUPRAT	1,000.00	-	27.00	20.00	Aug 08, 2013
CL	3347741	DUPRAT	1,000.00	-	27.00	20.00	Aug 08, 2013
CL	3347742	DUPRAT	1,000.00	-	27.00	20.00	Aug 08, 2013
<i>Claim</i>		<i>5</i>	<i>5,000.00</i>	<i>-</i>	<i>135.00</i>	<i>99.40</i>	

INMET FOUR CORNERS DUBUISSON PROPERTY (QC)

HOLDER: Dubuisson Explorations Limited 10% *ALEXIS INTEREST:* *PROJECT NTS:* 32D06

Alexis Minerals Corporation (91461)
90% (responsible)

ROYALTY/INTEREST:

<i>Claim</i>		2 yr Rental					
CL	975031	MONTBRAY	1,000.00	-	27.00	20.00	Sep 05, 2013
CL	975032	MONTBRAY	1,000.00	-	27.00	14.40	Sep 05, 2013
CL	975041	MONTBRAY	2,500.00	-	53.00	40.00	Sep 05, 2013
CL	975042	MONTBRAY	2,500.00	-	53.00	40.00	Sep 05, 2013
CL	3208961	DUPRAT	2,500.00	-	53.00	40.00	Jan 27, 2013
CL	3208962	DUPRAT	2,500.00	-	53.00	40.00	Jan 27, 2013
CL	3209141	DUPRAT	2,500.00	-	53.00	40.00	Jan 28, 2013
CL	3209142	DUPRAT	1,000.00	-	27.00	20.00	Jan 28, 2013
CL	3209143	DUPRAT	1,000.00	-	27.00	20.00	Jan 28, 2013
CL	3209151	DUPRAT	2,500.00	-	53.00	40.00	Jan 27, 2013
CL	3209152	DUPRAT	2,500.00	-	53.00	40.00	Jan 27, 2013
CL	3209191	DUPRAT	2,500.00	-	53.00	40.00	Jan 27, 2013
CL	3209192	DUPRAT	2,500.00	-	53.00	40.00	Jan 27, 2013
CL	C002221	DUPRAT	1,000.00	-	27.00	16.20	Jan 18, 2013
CL	C002222	DUPRAT	1,000.00	-	27.00	20.00	Jan 18, 2013
CL	C002223	MONTBRAY	1,000.00	-	27.00	20.00	Jan 18, 2013
CL	C002224	MONTBRAY	1,000.00	-	27.00	14.40	Jan 18, 2013
CL	C002231	BEAUCHASTEL	2,500.00	-	53.00	58.40	Jan 18, 2013
CL	C002232	DASSERAT	1,000.00	-	27.00	19.40	Jan 18, 2013
CL	C002233	DASSERAT	2,500.00	-	53.00	45.60	Jan 18, 2013
<i>Claim</i>		<i>20</i>	<i>36,500.00</i>	<i>-</i>	<i>826.00</i>	<i>628.40</i>	

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
<u>INMET FOUR CORNERS PROPERTY (QC)</u>							
	HOLDER:	<i>Alexis Minerals Corporation (91461)</i> 100% (responsible)	ALEXIS INTEREST:	PROJECT NTS:	32D06		
	ROYALTY/INTEREST:						
	<i>Claim</i>	2 yr Rental					
CL	3599431	MONTBRAY	2,500.00	-	53.00	40.00	Feb 28, 2013
CL	3599432	MONTBRAY	2,500.00	-	53.00	40.00	Feb 28, 2013
CL	3599441	MONTBRAY	2,500.00	-	53.00	40.00	Feb 28, 2013
CL	3599442	MONTBRAY	2,500.00	-	53.00	40.00	Feb 28, 2013
CL	3600051	DUPRAT	2,500.00	-	53.00	40.00	Jan 15, 2013
CL	3600052	DUPRAT	2,500.00	-	53.00	40.00	Jan 15, 2013
CL	3600081	DUPRAT	2,500.00	-	53.00	30.80	Jan 15, 2013
CL	3600082	DUPRAT	2,500.00	-	53.00	40.00	Jan 15, 2013
CL	3601572	MONTBRAY	2,500.00	-	53.00	40.00	Feb 28, 2013
CL	3607621	DASSERAT	2,500.00	-	53.00	40.00	Aug 06, 2013
CL	3607622	DASSERAT	2,500.00	-	53.00	40.00	Aug 06, 2013
CL	3607631	DASSERAT	2,500.00	-	53.00	40.00	Aug 06, 2013
CL	3607632	DASSERAT	2,500.00	-	53.00	40.00	Aug 06, 2013
CL	3607651	DASSERAT	2,500.00	-	53.00	40.00	Aug 06, 2013
CL	3607652	DASSERAT	2,500.00	-	53.00	40.00	Aug 06, 2013
CL	3607671	DASSERAT	2,500.00	3,361.67	53.00	40.00	Aug 06, 2013
CL	3607681	DASSERAT	2,500.00	-	53.00	40.00	Aug 06, 2013
CL	3607682	DASSERAT	2,500.00	-	53.00	40.00	Aug 06, 2013
CL	3607692	DASSERAT	1,000.00	-	27.00	20.00	Aug 06, 2013
CL	3635161	DUPRAT	2,500.00	-	53.00	40.00	Sep 16, 2013
	<i>Claim</i>	20	46,500.00	3,361.67	1,034.00	770.80	

INMET GEORGOPOULOS PROPERTY (QC)

	HOLDER:	<i>Alexis Minerals Corporation (91461)</i> 100% (responsible)	ALEXIS INTEREST:	PROJECT NTS:	32D06		
	ROYALTY/INTEREST:						
	<i>Claim</i>	2 yr Rental					
CL	3299121	DUPRAT	2,500.00	2,380.47	53.00	40.00	Oct 31, 2012
CL	3299122	DUPRAT	2,500.00	-	53.00	40.00	Oct 31, 2012
CL	3299131	DUPRAT	2,500.00	-	53.00	40.00	Oct 31, 2012
CL	3299132	DUPRAT	2,500.00	-	53.00	40.00	Oct 31, 2012
	<i>Claim</i>	4	10,000.00	2,380.47	212.00	160.00	

INMET HUNTER PROPERTY (QC)

	HOLDER:	<i>Alexis Minerals Corporation (91461)</i> 100% (responsible)	ALEXIS INTEREST:	PROJECT NTS:	32D06		
	ROYALTY/INTEREST:						
	<i>Claim</i>	2 yr Rental					
CL	4270731	DUPRAT	2,500.00	-	53.00	40.00	Feb 07, 2013
CL	4270732	DUPRAT	2,500.00	-	53.00	40.00	Feb 07, 2013
CL	4270741	DUPRAT	2,500.00	-	53.00	40.00	Feb 07, 2013
CL	4270742	DUPRAT	2,500.00	-	53.00	40.00	Feb 07, 2013
CL	4270751	DUPRAT	2,500.00	-	53.00	40.00	Feb 08, 2013
CL	4270752	DUPRAT	2,500.00	-	53.00	40.00	Feb 08, 2013
CL	4270761	DUPRAT	2,500.00	-	53.00	40.00	Feb 08, 2013
CL	4270762	DUPRAT	2,500.00	-	53.00	40.00	Feb 08, 2013
CL	4270771	DUPRAT	2,500.00	-	53.00	40.00	Feb 08, 2013
CL	4270772	DUPRAT	2,500.00	-	53.00	40.00	Feb 08, 2013
CL	4270781	DUPRAT	2,500.00	-	53.00	40.00	Feb 07, 2013
CL	4270782	DUPRAT	2,500.00	-	53.00	40.00	Feb 07, 2013
	<i>Claim</i>	12	30,000.00	-	636.00	480.00	

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
<u>INMET JACOB PROPERTY (QC)</u>							
HOLDER:	Alexis Minerals Corporation (91461) 100% (responsible)		ALEXIS INTEREST:	PROJECT NTS:	32D06		
ROYALTY/INTEREST:							
Claim	2 yr Rental						
CL	C004351	DUPRAT	1,000.00	-	27.00	13.90	May 12, 2013
CL	C004352	DUPRAT	1,000.00	-	27.00	13.90	May 12, 2013
Claim	2		2,000.00	-	54.00	27.80	

<

<u>INMET MACAMIC HIGHWAY PROPERTY (QC)</u>							
HOLDER:	Alexis Minerals Corporation (91461) 100% (responsible)		ALEXIS INTEREST:	PROJECT NTS:	32006		
ROYALTY/INTEREST:							
Claim	2 yr Rental						
CL	1269981	DUFRESNOY	1,000.00	-	27.00	19.20	May 30, 2013
CL	1269982	DUFRESNOY	1,000.00	-	27.00	19.20	May 30, 2013
CL	1269983	DUFRESNOY	1,000.00	-	27.00	19.60	May 30, 2013
CL	1269984	DUFRESNOY	1,000.00	-	27.00	20.00	May 30, 2013
CL	1269991	DUFRESNOY	1,000.00	-	27.00	18.60	May 30, 2013
CL	1269992	DUFRESNOY	1,000.00	-	27.00	19.20	May 30, 2013
CL	1269993	DUFRESNOY	1,000.00	-	27.00	19.20	May 30, 2013
CL	1269994	DUFRESNOY	1,000.00	-	27.00	19.20	May 30, 2013
CL	1284911	DUFRESNOY	1,000.00	-	27.00	20.00	May 31, 2013
CL	1284912	DUFRESNOY	1,000.00	-	27.00	20.00	May 31, 2013
CL	3113901	DUFRESNOY	1,000.00	-	27.00	18.00	Nov 15, 2014
CL	3113902	DUFRESNOY	1,000.00	-	27.00	20.40	Nov 16, 2014
CL	3113911	DUFRESNOY	1,000.00	-	27.00	18.40	Nov 16, 2014
CL	3113912	DUFRESNOY	1,000.00	-	27.00	22.40	Nov 16, 2014
CL	3113921	DUFRESNOY	1,000.00	-	27.00	18.80	Nov 16, 2014
CL	3113922	DUFRESNOY	1,000.00	-	27.00	22.00	Nov 16, 2014
CL	3113931	DUFRESNOY	1,000.00	-	27.00	18.80	Nov 16, 2014
CL	3113932	DUFRESNOY	1,000.00	-	27.00	22.80	Nov 16, 2014
CL	3113941	DUFRESNOY	1,000.00	-	27.00	16.00	Nov 16, 2014
CL	3113942	DUFRESNOY	1,000.00	-	27.00	23.60	Nov 16, 2014
CL	3113951	DUFRESNOY	1,000.00	-	27.00	14.00	Nov 16, 2014
CL	3113961	DUFRESNOY	1,000.00	-	27.00	16.80	Nov 16, 2014
CL	3113962	DUFRESNOY	2,500.00	-	53.00	25.60	Nov 16, 2014
CL	3543581	DUFRESNOY	1,000.00	-	27.00	14.40	Jun 05, 2013
CL	3543582	DUFRESNOY	1,000.00	-	27.00	14.40	Jun 05, 2013
CL	3543583	DUFRESNOY	1,000.00	-	27.00	14.40	Jun 05, 2013
CL	3543591	DUFRESNOY	1,000.00	-	27.00	14.40	Jun 05, 2013
CL	3543592	DUFRESNOY	1,000.00	-	27.00	14.40	Jun 05, 2013
CL	3543593	DUFRESNOY	1,000.00	-	27.00	14.40	Jun 05, 2013
CL	4129071	DUFRESNOY	1,000.00	-	27.00	18.00	Mar 31, 2013
CL	4129072	DUFRESNOY	1,000.00	-	27.00	18.00	Mar 31, 2013
CL	4129073	DUFRESNOY	1,000.00	-	27.00	18.00	Mar 31, 2013
CL	5015686	DUFRESNOY	2,500.00	-	53.00	28.00	May 08, 2013
CL	5015687	DUFRESNOY	2,500.00	-	53.00	25.00	Feb 16, 2013

<i>Disposition Type</i>	<i>Disposition No</i>	<i>Township</i>	<i>Work Requirement</i>	<i>Work Credit</i>	<i>Payment</i>	<i>Hectares</i>	<i>Expiry Date</i>
CL	5015688	DUFRESNOY	1,000.00	-	27.00	18.00	Feb 16, 2013
CL	5015689	DUFRESNOY	1,000.00	-	27.00	18.00	Feb 16, 2013
CL	5015690	DUFRESNOY	1,000.00	-	27.00	18.00	Feb 16, 2013
CL	5015691	DUFRESNOY	1,000.00	-	27.00	18.00	Feb 16, 2013
CL	5015692	DUFRESNOY	1,000.00	-	27.00	18.00	Feb 16, 2013
CL	5015693	DUFRESNOY	1,000.00	-	27.00	18.00	Feb 16, 2013
CL	5015694	DUFRESNOY	1,000.00	-	27.00	18.00	Feb 16, 2013
CL	5015695	DUFRESNOY	2,500.00	-	53.00	60.00	Feb 16, 2013
CL	5018955	DUFRESNOY	1,000.00	-	27.00	18.00	Jun 21, 2013
CL	5018956	DUFRESNOY	1,000.00	-	27.00	18.00	Jun 21, 2013
CL	5018957	DUFRESNOY	1,000.00	-	27.00	18.00	Jun 21, 2013
CL	5018958	DUFRESNOY	1,000.00	-	27.00	16.00	Jun 21, 2013
<i>Claim</i>		<i>46</i>	<i>52,000.00</i>	<i>-</i>	<i>1,346.00</i>	<i>901.20</i>	

INMET MILESTONE PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) *ALEXIS INTEREST:* *PROJECT NTS:* 32D06
100% (responsible)

ROYALTY/INTEREST:

<i>Claim</i>		2 yr Rental					
CL	363901	DUPRAT	1,000.00	134,051.35	27.00	16.00	Jul 09, 2013
CL	363902	DUPRAT	1,000.00	-	27.00	16.00	Jul 09, 2013
CL	363903	DUPRAT	1,000.00	-	27.00	16.00	Jul 09, 2013
CL	363904	DUPRAT	1,000.00	82,315.34	27.00	16.00	Jul 09, 2013
CL	363905	DUPRAT	1,000.00	41,290.82	27.00	16.00	Jul 09, 2013
CL	921041	DUPRAT	1,000.00	-	27.00	16.00	May 18, 2013
CL	921042	DUPRAT	1,000.00	-	27.00	16.00	May 18, 2013
CL	921043	DUPRAT	1,000.00	-	27.00	16.00	May 18, 2013
CL	921044	DUPRAT	1,000.00	-	27.00	16.00	May 18, 2013
CL	921045	DUPRAT	1,000.00	-	27.00	16.00	May 18, 2013
<i>Claim</i>		<i>10</i>	<i>10,000.00</i>	<i>257,657.51</i>	<i>270.00</i>	<i>160.00</i>	

INMET NE DUPRAT PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) *ALEXIS INTEREST:* *PROJECT NTS:* 32D06
100% (responsible)

ROYALTY/INTEREST:

<i>Claim</i>		2 yr Rental					
CDC	1123909	DUPRAT	1,800.00	-	53.00	42.50	May 08, 2013
CDC	1123910	DUPRAT	1,800.00	-	53.00	42.50	May 08, 2013
CDC	1123911	DUPRAT	1,800.00	-	53.00	42.50	May 08, 2013
CDC	1123912	DUPRAT	1,800.00	-	53.00	42.59	May 08, 2013
CDC	1123913	DUPRAT	1,800.00	-	53.00	42.36	May 08, 2013
CDC	1124966	DUPRAT	1,800.00	-	53.00	31.88	May 21, 2013
CDC	1124967	DUPRAT	1,800.00	-	53.00	31.83	May 21, 2013
CL	3184101	DUPRAT	2,500.00	-	53.00	40.00	Aug 10, 2013
CL	3184102	DUPRAT	2,500.00	-	53.00	40.00	Aug 10, 2013
CL	3184111	DUPRAT	2,500.00	-	53.00	40.00	Aug 10, 2013
CL	3184112	DUPRAT	2,500.00	-	53.00	30.80	Aug 10, 2013
CL	3184121	DUPRAT	2,500.00	-	53.00	40.00	Aug 10, 2013
CL	3184122	DUPRAT	2,500.00	-	53.00	40.00	Aug 10, 2013
CL	3206101	DUPRAT	2,500.00	-	53.00	40.00	Oct 05, 2013
CL	3206102	DUPRAT	2,500.00	7,431.06	53.00	40.00	Oct 05, 2013
CL	3206111	DUPRAT	2,500.00	-	53.00	40.00	Oct 05, 2013
CL	3206112	DUPRAT	2,500.00	-	53.00	40.00	Oct 05, 2013
CL	3207281	DUFRESNOY	1,000.00	-	27.00	20.00	Nov 16, 2012
CL	3207291	DUFRESNOY	2,500.00	-	53.00	40.00	Nov 16, 2012
CL	3207292	DUFRESNOY	2,500.00	-	53.00	40.00	Nov 16, 2012
CL	3207301	DUFRESNOY	2,500.00	-	53.00	35.60	Nov 16, 2012
CL	3207311	DUFRESNOY	2,500.00	-	53.00	40.00	Nov 16, 2012
CL	3207321	DUFRESNOY	2,500.00	-	53.00	40.00	Nov 16, 2012
CL	3207322	DUFRESNOY	2,500.00	-	53.00	40.00	Nov 16, 2012

<i>Disposition Type</i>	<i>Disposition No</i>	<i>Township</i>	<i>Work Requirement</i>	<i>Work Credit</i>	<i>Payment</i>	<i>Hectares</i>	<i>Expiry Date</i>
CL	3207331	DUFRESNOY	2,500.00	-	53.00	40.00	Nov 16, 2012
CL	3207332	DUFRESNOY	2,500.00	-	53.00	40.00	Nov 16, 2012
CL	3207341	DUFRESNOY	1,000.00	-	27.00	24.40	Nov 16, 2012
CL	3294763	DUPRAT	1,000.00	1,202.70	27.00	20.00	Nov 08, 2012
CL	3294764	DUPRAT	2,500.00	-	53.00	36.20	Nov 08, 2012
CL	3294765	DUPRAT	1,000.00	1,202.70	27.00	20.00	Nov 08, 2012
CL	3294771	DUPRAT	1,000.00	1,202.70	27.00	24.00	Nov 08, 2012
CL	3294772	DUPRAT	1,000.00	1,202.70	27.00	22.00	Nov 08, 2012
CL	3294773	DUPRAT	1,000.00	1,202.70	27.00	20.00	Nov 08, 2012
CL	3294774	DUPRAT	1,000.00	202.70	27.00	12.00	Nov 08, 2012
CL	3294775	DUPRAT	1,000.00	-	27.00	6.00	Nov 08, 2012
CL	3308141	DUPRAT	1,000.00	1,202.70	27.00	20.00	Jan 03, 2013
CL	3308142	DUPRAT	1,000.00	1,202.70	27.00	20.00	Jan 03, 2013
CL	3308143	DUPRAT	1,000.00	1,202.70	27.00	20.00	Jan 03, 2013
CL	3308144	DUPRAT	1,000.00	1,202.70	27.00	20.00	Jan 03, 2013
CL	3308152	DUPRAT	1,000.00	1,202.70	27.00	20.00	Jan 28, 2013
CL	3308153	DUPRAT	1,000.00	1,202.70	27.00	20.00	Jan 28, 2013
CL	3308295	DUPRAT	2,500.00	-	53.00	36.00	Nov 09, 2012
CL	3324091	DUPRAT	2,500.00	905.40	53.00	40.00	Jan 28, 2013
CL	3325361	DUPRAT	2,500.00	-	53.00	40.00	Jan 02, 2013
CL	3325362	DUPRAT	2,500.00	-	53.00	40.00	Jan 02, 2013
CL	3325371	DUPRAT	2,500.00	-	53.00	40.00	Jan 02, 2013
CL	3325372	DUPRAT	2,500.00	9,231.37	53.00	40.00	Jan 02, 2013
CL	3325381	DUPRAT	2,500.00	-	53.00	40.00	Jan 03, 2013
CL	3325382	DUPRAT	2,500.00	-	53.00	40.00	Jan 03, 2013
CL	3325591	DUPRAT	2,500.00	9,313.93	53.00	40.00	Jan 13, 2013
CL	3325592	DUPRAT	2,500.00	36,506.67	53.00	40.00	Jan 13, 2013
CL	3325841	DUPRAT	1,000.00	1,202.70	27.00	20.00	Jan 28, 2013
CL	3325842	DUPRAT	1,000.00	1,202.70	27.00	20.00	Jan 28, 2013
CL	3325843	DUPRAT	1,000.00	1,202.70	27.00	20.00	Jan 28, 2013
CL	3325844	DUPRAT	1,000.00	1,202.70	27.00	20.00	Jan 28, 2013
CL	3327411	DUPRAT	2,500.00	-	53.00	40.00	Jan 02, 2013
CL	3327412	DUPRAT	1,000.00	1,812.46	27.00	20.00	Jan 02, 2013
CL	3327413	DUPRAT	1,000.00	1,202.70	27.00	20.00	Jan 02, 2013
CL	3328921	DUPRAT	2,500.00	-	53.00	34.40	Jan 28, 2013
CL	3329411	DUPRAT	2,500.00	-	53.00	40.00	Jan 28, 2013
CL	3339641	DUPRAT	2,500.00	-	53.00	40.00	Jan 28, 2013
CL	3339681	DUPRAT	2,500.00	905.40	53.00	37.60	Jan 28, 2013
CL	5019543	DUPRAT	2,500.00	-	53.00	40.00	Oct 25, 2013
CL	5019544	DUPRAT	2,500.00	-	53.00	40.00	Oct 25, 2013
CL	5019545	DUPRAT	2,500.00	-	53.00	40.00	Oct 25, 2013
CL	5019546	DUPRAT	2,500.00	-	53.00	40.00	Oct 25, 2013
CL	5019547	DUPRAT	2,500.00	-	53.00	40.00	Oct 25, 2013
CL	5019548	DUPRAT	2,500.00	8,396.90	53.00	40.00	Oct 25, 2013
CL	5019549	DUPRAT	2,500.00	11,438.56	53.00	40.00	Oct 25, 2013
CL	5019550	DUPRAT	2,500.00	2,410.98	53.00	40.00	Oct 25, 2013
CL	5019551	DUPRAT	2,500.00	-	53.00	40.00	Oct 25, 2013
CL	5019557	DUPRAT	2,500.00	4,011.19	53.00	40.00	Oct 25, 2013
CL	5019558	DUPRAT	2,500.00	23,616.96	53.00	40.00	Oct 25, 2013
CL	5019559	DUPRAT	2,500.00	8,374.34	53.00	40.00	Oct 25, 2013
CL	5110371	DUPRAT	2,500.00	-	53.00	40.00	Aug 13, 2013
CL	5110372	DUPRAT	2,500.00	-	53.00	40.00	Aug 13, 2013
CL	5110373	DUPRAT	2,500.00	-	53.00	40.00	Aug 13, 2013
CL	5110374	DUPRAT	2,500.00	-	53.00	32.00	Aug 13, 2013
<i>Claim</i>		<i>78</i>	<i>158,600.00</i>	<i>143,801.12</i>	<i>3,588.00</i>	<i>2,647.16</i>	

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
<u>INMET-NEWBEC PROPERTY (QC)</u>							
HOLDER:	Alexis Minerals Corporation (91461) 100% (responsible)		ALEXIS INTEREST:	PROJECT NTS:	32D06		
ROYALTY/INTEREST:							
Claim	2 yr Rental						
CLD	P014067	DUFRESNOY	1,000.00	-	27.00	10.80	Dec 14, 2013
CLD	P014068	DUFRESNOY	1,000.00	-	27.00	9.60	Dec 14, 2013
CLD	P014069	DUFRESNOY	1,000.00	-	27.00	17.60	Dec 14, 2013
CLD	P014070	DUFRESNOY	1,000.00	-	27.00	18.80	Dec 14, 2013
CLD	P014998	DUFRESNOY	1,000.00	-	27.00	24.00	Mar 20, 2013
CLD	P014999	DUFRESNOY	1,000.00	-	27.00	14.00	Mar 20, 2013
CLD	P015000	DUFRESNOY	1,000.00	-	27.00	13.00	Mar 20, 2013
CLD	P015001	DUFRESNOY	1,000.00	-	27.00	18.00	Mar 20, 2013
Claim			8	8,000.00	-	216.00	125.80

INMET-TROMAC PROPERTY (QC)

HOLDER:	Alexis Minerals Corporation (91461)	ALEXIS INTEREST:	PROJECT NTS:	32D07				
	100% (responsible)							
ROYALTY/INTEREST:								
	Claim	2 yr Rental						
CDC	1125204	DUFRESNOY	1,800.00	-	53.00	42.41	May 25, 2013	
CDC	1125205	DUFRESNOY	1,800.00	-	53.00	42.41	May 25, 2013	
CDC	1125206	DUFRESNOY	1,800.00	-	53.00	42.42	May 25, 2013	
CDC	1125207	DUFRESNOY	1,800.00	-	53.00	42.43	May 25, 2013	
CDC	1125208	DUFRESNOY	1,800.00	-	53.00	42.44	May 25, 2013	
CDC	1125209	DUFRESNOY	1,800.00	-	53.00	42.44	May 25, 2013	
CL	3342201	DUFRESNOY	2,500.00	-	53.00	40.00	Mar 31, 2013	
CL	3342211	DUFRESNOY	2,500.00	-	53.00	40.00	Mar 31, 2013	
	Claim	8	15,800.00	-	424.00	334.55		

INMET-VIAU PROPERTY (QC)

<

<u>INMET-WAITE LAKE PROPERTY (QC)</u>							
HOLDER:		<i>Alexis Minerals Corporation (91461)</i>	ALEXIS INTEREST:	PROJECT NTS:	32D06		
		<i>100% (responsible)</i>					
ROYALTY/INTEREST:							
	Claim	2 yr Rental					
CL	331271	DUPRAT	1,000.00	17,272.46	27.00	20.00	Sep 10, 2013
CL	331272	DUPRAT	2,500.00	33,400.44	53.00	28.80	Sep 10, 2013
CL	331273	DUPRAT	1,000.00	167,062.11	27.00	20.00	Sep 10, 2013
CL	331281	DUPRAT	1,000.00	56,405.45	27.00	24.00	Sep 10, 2013
CL	331282	DUPRAT	1,000.00	99,172.45	27.00	22.40	Sep 10, 2013

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
CL	331283	DUPRAT	2,500.00	19,956.49	53.00	25.60	Sep 10, 2013
CL	332421	DUPRAT	2,500.00	59,287.24	53.00	30.40	Oct 08, 2013
CL	332422	DUPRAT	2,500.00	57,298.04	53.00	36.00	Oct 08, 2013
CL	350671	DUPRAT	2,500.00	28,628.63	53.00	32.80	Apr 22, 2013
CL	350672	DUPRAT	2,500.00	-	53.00	37.20	Apr 22, 2013
CL	582811	DUPRAT	1,000.00	87,309.04	27.00	3.20	Apr 26, 2013
CL	582812	DUPRAT	1,000.00	-	27.00	5.20	Apr 26, 2013
CL	582813	DUPRAT	1,000.00	-	27.00	6.40	Apr 26, 2013
CL	582814	DUPRAT	1,000.00	-	27.00	8.00	Apr 26, 2013
CL	2650941	DUPRAT	2,500.00	1,647.93	53.00	34.00	Jun 27, 2013
Claim		15	25,500.00	627,450.28	587.00	334.00	

INMET WEST-ANSIL PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) ALEXIS INTEREST: PROJECT NTS: 32C05 32D06
100% (responsible)

ROYALTY/INTEREST:

Claim 2 yr Rental

CL	3399702	DUPRAT	2,500.00	-	53.00	40.00	Feb 17, 2017
CL	3407711	DUPRAT	2,500.00	-	53.00	40.00	Feb 17, 2017
CL	3407712	DUPRAT	2,500.00	-	53.00	40.00	Feb 17, 2017
CL	3407741	DUPRAT	2,500.00	-	53.00	40.00	Feb 17, 2017
CL	3407742	DUPRAT	2,500.00	-	53.00	40.00	Feb 17, 2017
CL	3407762	DUPRAT	1,000.00	-	27.00	20.00	Feb 16, 2017
CL	3407763	DUPRAT	1,000.00	-	27.00	20.00	Feb 16, 2017
CL	3438701	DUPRAT	2,500.00	-	53.00	40.00	Sep 25, 2015
CL	3438702	DUPRAT	2,500.00	-	53.00	40.00	Sep 25, 2015
CL	3438711	DUPRAT	2,500.00	-	53.00	40.00	Sep 25, 2015
CL	3601051	DUPRAT	2,500.00	-	53.00	40.00	Feb 15, 2017
CL	3601052	DUPRAT	2,500.00	-	53.00	40.00	Feb 15, 2017
CL	3601061	DUPRAT	2,500.00	-	53.00	40.00	Feb 15, 2017
CL	3601062	DUPRAT	2,500.00	-	53.00	40.00	Feb 15, 2017
Claim		14	32,000.00		690.00	720.00	

MCWATERS PROPERTY (QC)

HOLDER: Alexis Minerals Corporation (91461) ALEXIS INTEREST: PROJECT NTS: 32D06
100% (responsible)

ROYALTY/INTEREST:

Claim 2 yr Rental

CL	3518501	DUFRESNOY	2,500.00	-	53.00	40.00	Feb 23, 2013
CL	3518701	DUFRESNOY	2,500.00	11,502.50	53.00	40.00	Feb 23, 2013
CL	3518731	DUFRESNOY	2,500.00	6,721.41	53.00	40.00	Feb 23, 2013
CL	3518761	DUFRESNOY	2,500.00	-	53.00	40.00	Feb 23, 2013
CL	3519521	DUFRESNOY	2,500.00	311,059.03	53.00	40.00	Apr 26, 2013
CL	3519522	DUFRESNOY	2,500.00	160,503.74	53.00	40.00	Apr 26, 2013
CL	3519971	DUFRESNOY	2,500.00	346,553.04	53.00	40.00	Apr 01, 2013
CL	3519972	DUFRESNOY	2,500.00	73,653.79	53.00	40.00	Apr 01, 2013
CL	3519981	DUPRAT	2,500.00	18,510.30	53.00	27.60	Apr 01, 2013
CL	3521871	DUFRESNOY	2,500.00	86,375.79	53.00	40.00	Apr 26, 2013
CL	3521872	DUFRESNOY	2,500.00	7,540.74	53.00	40.00	Apr 26, 2013
CL	3521881	DUFRESNOY	2,500.00	7,579.00	53.00	40.00	Apr 26, 2013
CL	3521882	DUFRESNOY	2,500.00	-	53.00	40.00	Apr 26, 2013
CL	3521891	DUFRESNOY	2,500.00	3,608.00	53.00	40.00	Apr 26, 2013
CL	3521892	DUFRESNOY	2,500.00	1,218.06	53.00	40.00	Apr 26, 2013
CL	3521901	DUFRESNOY	2,500.00	2,226.72	53.00	40.00	Apr 25, 2013
CL	3521902	DUFRESNOY	2,500.00	9,581.62	53.00	37.60	Apr 25, 2013
CL	3521911	DUFRESNOY	2,500.00	10,953.21	53.00	36.00	Apr 25, 2013
CL	3521912	DUFRESNOY	1,000.00	2,499.48	27.00	24.00	Apr 25, 2013
CL	3521913	DUFRESNOY	2,500.00	-	53.00	26.00	Apr 25, 2013
CL	3522001	DUFRESNOY	1,000.00	-	27.00	14.00	May 01, 2013
CL	3522002	DUFRESNOY	1,000.00	-	27.00	14.00	May 01, 2013

Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
CL	3522003	DUFRESNOY	1,000.00	-	27.00	14.40	May 01, 2013
CL	3522004	DUFRESNOY	1,000.00	-	27.00	14.40	May 01, 2013
CL	3602281	DUFRESNOY	1,000.00	-	27.00	16.00	Mar 27, 2013
CL	3602282	DUFRESNOY	1,000.00	-	27.00	15.20	Mar 27, 2013
CL	3717011	DUFRESNOY	2,500.00	-	53.00	40.00	Mar 25, 2013
Claim		27	57,000.00	1,060,086.43	1,249.00	879.20	

Total **1060** **\$1,898,500.00** **\$8,021,729.78** **\$41,906.00** **31415.12**

314.15 km²

Inmet **366** **\$663,700.00** **\$2,092,394.83** **\$15,238.00** **10945.59**

109.46 km²

**Beauchastel
Copper** **13** **\$13,000.00** **\$874,920.16** **\$351.00** **201.80**

2.02 km²

Iamgold **572** **\$1,056,500.00** **\$3,457,488.92** **\$22,022.00** **17372.63**

173.73 km²

Ansil Resources **51** **\$52,500.00** **\$234,602.28** **\$1,403.00** **694.00**

6.94 km²

Bawolok **31** **\$55,800.00** **\$305,837.16** **\$1,643.00** **1321.90**

13.22 km²

McWatters **27** **\$57,000.00** **\$1,060,086.43** **\$1,249.00** **879.20**

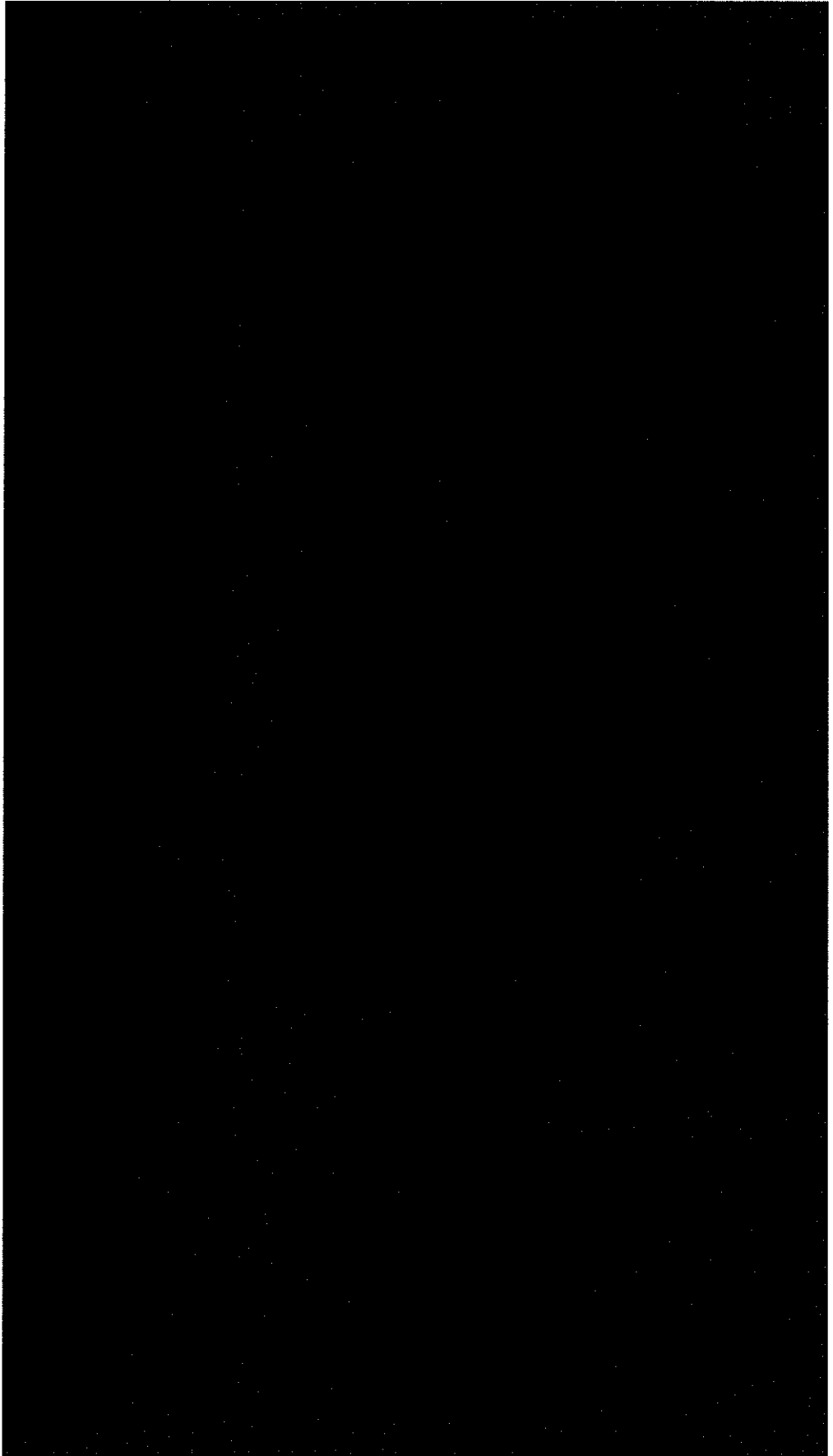
8.79 km²

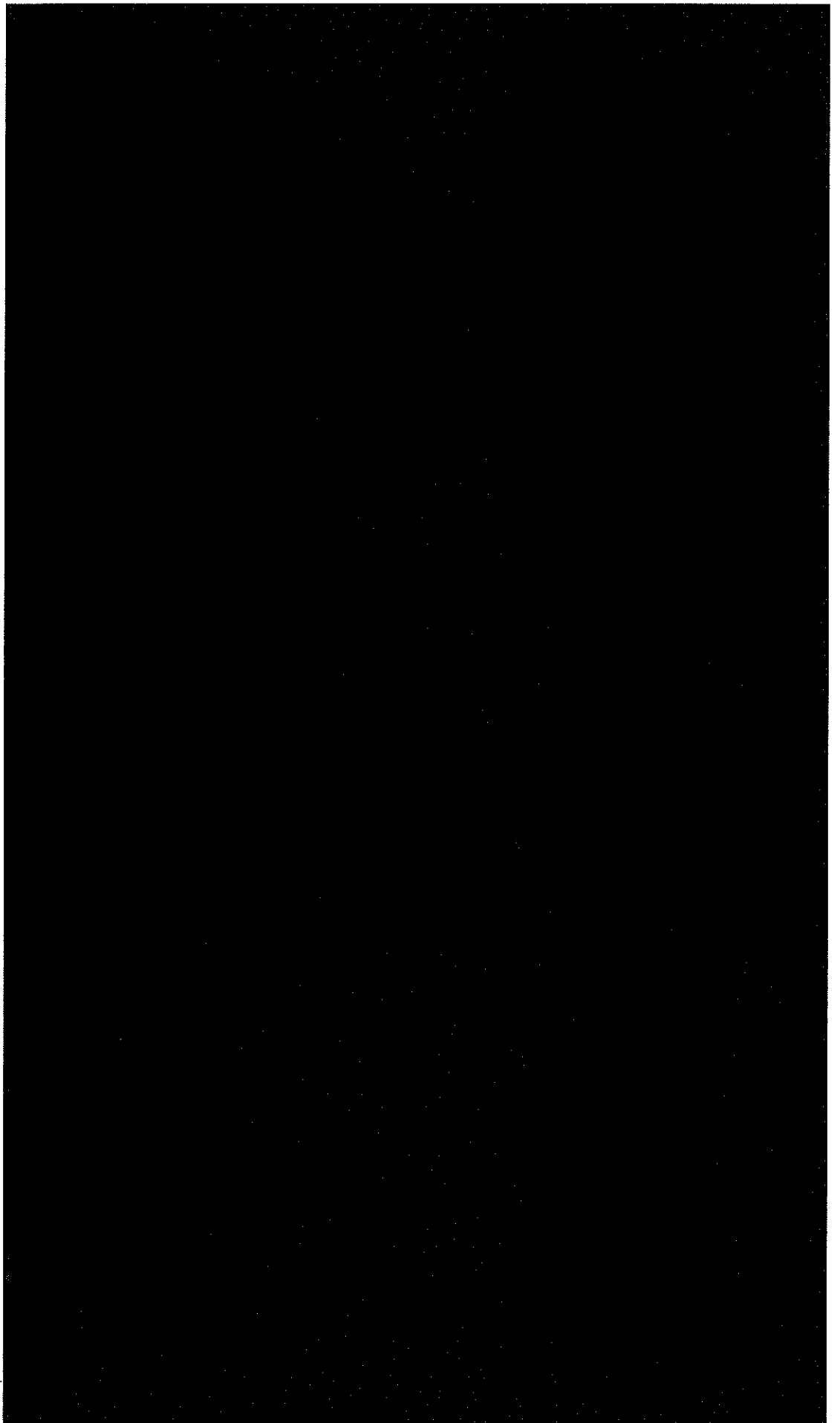
PART 4
ALEXIS MINERALS CORPORATION - Xstrata PQ Property Holdings
West Ansil Discovery Joint-venture (50%-50%)

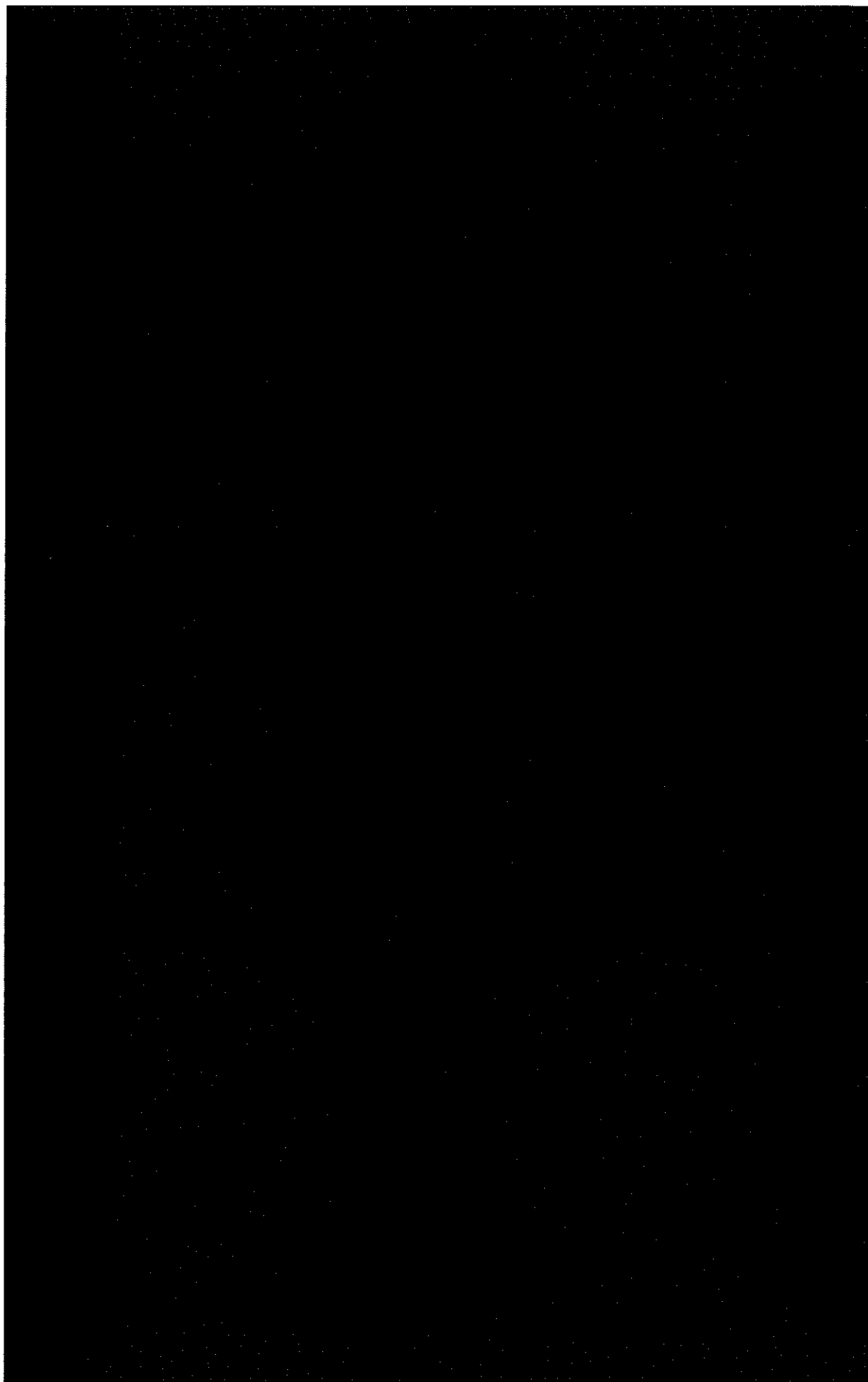
Disposition Type	Disposition No	Township	Work Requirement	Work Credit	Payment	Hectares	Expiry Date
<u>INMET LAC DUPRAT JV PROPERTY (QC)</u>							
HOLDER:	XSTRATA CANADA CORPORATION (81396) (RESPONSIBLE)		ALEXIS INTEREST:	PROJECT NTS:	32D06		
ROYALTY/INTEREST:							
Claim	2 yr Rental						
CL	3147791	DUPRAT	2,500.00	44,398.19	53.00	40	Jan 04, 2017
CL	3147792	DUPRAT	2,500.00	52,486.55	53.00	40	Jan 04, 2017
CL	3147804	DUPRAT	1,000.00	40,839.23	27.00	12	Jan 04, 2017
CL	3147805	DUPRAT	2,500.00	-	53.00	30	Jan 04, 2017
CL	3152291	DUPRAT	2,500.00	34,019.05	53.00	40	May 10, 2017
CL	3152292	DUPRAT	2,500.00	20,084.34	53.00	40	May 10, 2017
Claim	6		13,500.00	191,827.37	292.00	202.00	
<u>INMET WEST ANSIL JV PROPERTY (QC)</u>							
HOLDER:	XSTRATA CANADA CORPORATION (81396) (RESPONSIBLE)		ALEXIS INTEREST:	PROJECT NTS:	32C05 32D06		
ROYALTY/INTEREST:							
Claim	2 yr Rental						
CL	3407731	DUPRAT	2,500.00	157,922.92	53.00	40	Feb 16, 2017
CL	3407732	DUPRAT	2,500.00	1,118,859.07	53.00	40	Feb 16, 2017
CL	3407751	DUPRAT	2,500.00	444,851.85	53.00	40	Feb 16, 2017
CL	3407752	DUPRAT	2,500.00	56,835.34	53.00	40	Feb 16, 2017
CL	3407761	DUPRAT	2,500.00	-	53.00	40	Feb 16, 2017
Claim	5		12,500.00	1,778,479.18	265.00	200.00	
Total	11		\$26,000.00	\$1,970,306.55	\$557.00	402	

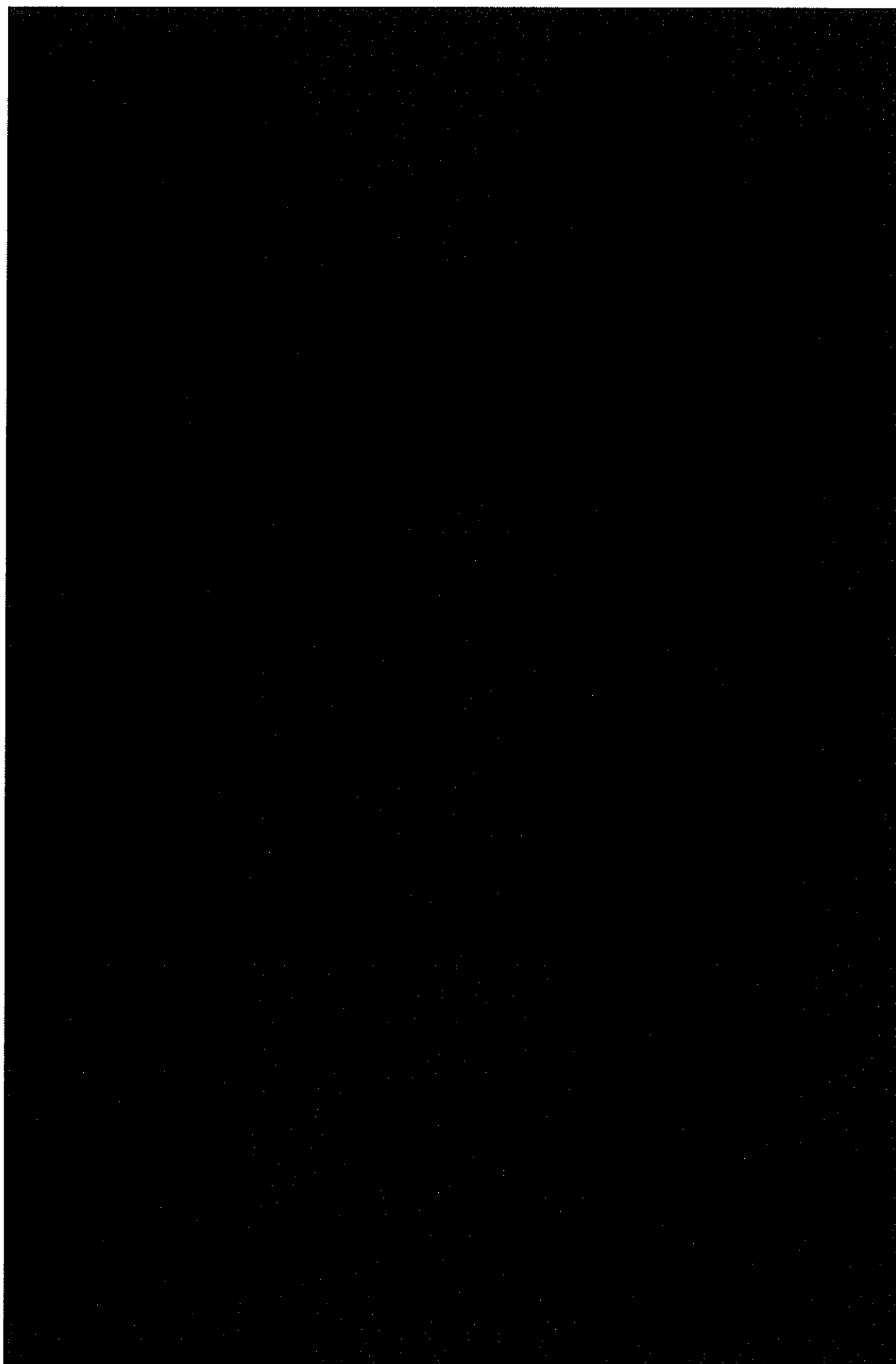
4.02 km²

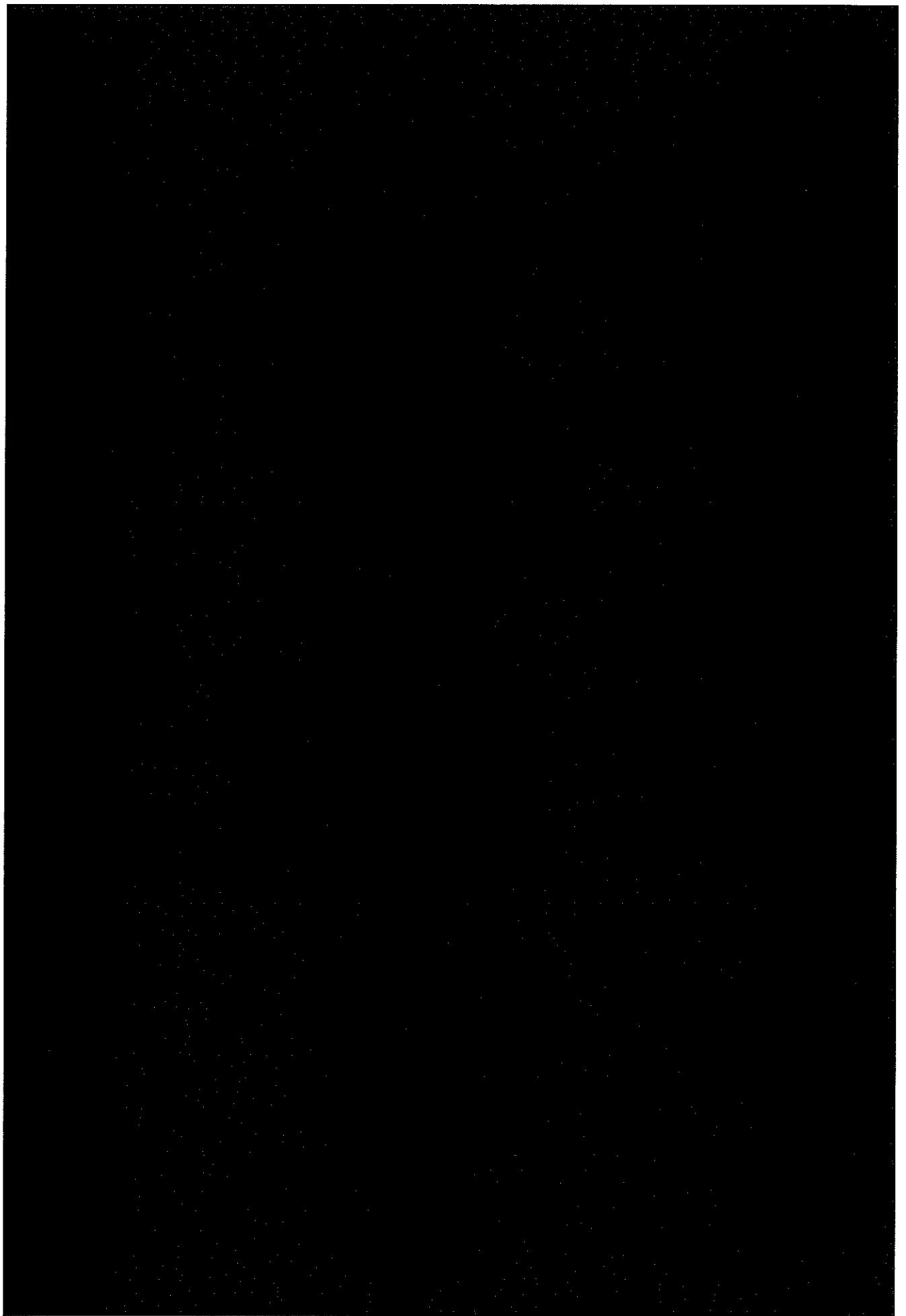
Schedule 1.1(b)(3)
Underlying Agreements

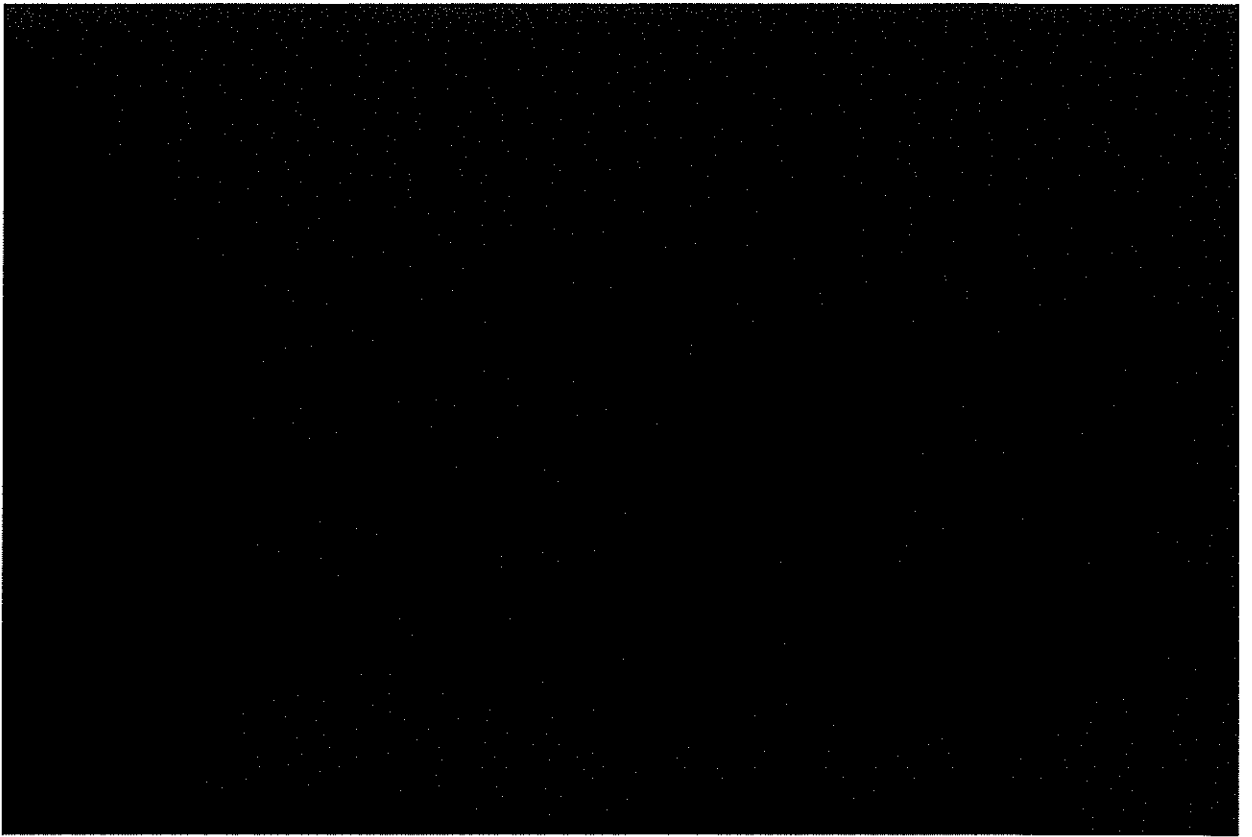












Schedule 2.3(d) - Form of Equity Participation and Nomination Rights Agreement

EQUITY PARTICIPATION AND NOMINATION RIGHTS AGREEMENT

THIS AGREEMENT IS made as of <[REDACTED]>, 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

(the "Company")

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 August <[REDACTED]>, 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 "Consideration 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 Consideration Shares will be subject to an escrow agreement (the "Escrow Agreement") dated <[REDACTED]>, 2012 with Equity Financial Trust Company, as escrow agent, such Consideration Shares to be released from escrow in accordance with the terms of the Escrow Agreement and the Purchase Agreement;
- D. Druk and QMX now wish to enter into this agreement pursuant to section 2.3(d) of the Purchase Agreement.

THEREFORE, the parties agree as follows:

1. Definitions

In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

"Affiliates" means any Person which directly or indirectly controls, is controlled by, or is under common control with, QMX; for purposes of the preceding sentence, "control" means possession, directly or

indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, contract, voting trust or otherwise;

"Business Day" means any day other than a Saturday, Sunday or a day that is a statutory holiday or a civic holiday in the Province of Ontario or the Province of British Columbia;

"Cash Equivalents" means money market instruments which are accorded the highest rating category by the Standard & Poor's Rating Services ("A-1") or the Dominion Bond Rating Service Limited ("R-1"); Government of Canada treasury bills; banker's acceptances and government guaranteed obligations, all with a term of one year or less; and deposits with Canadian banks or trust companies;

"Consideration Shares" has the meaning ascribed thereto in the recitals of this Agreement;

"Druk Notice" has the meaning ascribed thereto in section 3(a); and

"Druk Shares" means the common shares in the capital of the Company.

"Escrow Agreement" has the meaning ascribed thereto in the recitals of this Agreement;

"Equity Financing" means the issue and sale, directly or indirectly, of Equity Securities for cash or Cash Equivalents other than: (i) the issue of Equity Securities upon the exercise of stock options issued under the stock option plan of the Company or upon the exercise, conversion or exchange of any securities exercisable for, convertible into or exchangeable for Druk Shares, existing on the date hereof; (ii) the issue of Equity Securities or securities convertible into Equity Securities as a bona fide commission or finder's fee; (iii) the grant of stock options to directors, officers, employees or consultants of the Company or any subsidiary of the Company following the date hereof; (iv) the issue of Equity Securities upon the exercise of any stock options following the date hereof; and (v) the issue of Equity Securities in connection with any partnership, joint venture, business combination, property option or acquisition or similar arrangement entered into by the Company, including but not limited to, the Transaction;

"Equity Financing Notice" has the meaning ascribed thereto in section 4(a);

"Equity Financing Option Period" has the meaning ascribed thereto in section 4(b);

"Equity Financing Subscription Notice" has the meaning ascribed thereto in section 4(b);

"Equity Securities" means Druk Shares or securities convertible into or exercisable or exchangeable for Druk Shares including, without limitation, convertible debt securities;

"Nomination Notice" has the meaning ascribed thereto in section 3(b);

"Nomination Right" has the meaning ascribed thereto in section 2(a);

"Nomination Right Notice Period" has the meaning ascribed thereto in section 3(b);

"Person" means a natural person, partnership, limited partnership, limited liability partnership, company, corporation, limited liability corporation, unlimited corporation, joint stock company, trust, unincorporated association, joint venture or other entity or governmental authority, and pronouns have a similarly extended meaning;

"Pro Rata Interest" means, on any given date, the respective ownership interest of QMX in the Company, expressed as a percentage, and calculated as follows: (i) the number of outstanding Druk Shares beneficially owned, directly or indirectly, or over which control or direction is exercised by QMX (before giving effect to the exercise, conversion or exchange of any securities exercisable for, convertible into or exchangeable for Druk Shares) on any such given date; divided by (ii) the aggregate number of outstanding Druk Shares (before giving effect to the exercise, conversion or exchange of any securities exercisable for, convertible into or exchangeable for Druk Shares) on any such given date; and

"Purchase Agreement" has the meaning ascribed thereto in the recitals of this Agreement;

2. QMX Nomination Right and Pre-emptive Right

- (a) The Company and QMX hereby agree that for so long as QMX, together with its Affiliates, collectively beneficially own, directly or indirectly, at least 10% of the issued and outstanding Druk Shares (before giving effect to the exercise, conversion or exchange of any securities exercisable for, convertible into or exchangeable for Druk Shares) based on the most recent public disclosure of the number of outstanding Druk Shares, QMX will have the right to:

- (i) nominate one person for election to the board of directors of the Company on an annual basis (the **"Nomination Right"**); and
- (ii) maintain its Pro Rata Interest in the event that the Company issues or proposes to issue any Equity Securities pursuant to an Equity Financing.

For greater certainty, it will be the sole responsibility of QMX to calculate and provide evidence of the aggregate ownership interest of QMX in Druk Shares upon receiving a written request therefor by the Company, such evidence to be in a form acceptable to the Company, acting reasonably;

- (b) Upon QMX, together with its Affiliates, collectively beneficially owning, directly or indirectly, less than 10% of the outstanding Druk Shares (before giving effect to the exercise, conversion or exchange of any securities exercisable for, convertible into or exchangeable for Druk Shares), based on the most recent public disclosure of the number of outstanding Druk Shares, sections 2(a) and 2(b) will be of no further force and effect.
- (c) QMX will notify the Company within ten days of the date on which section 2(b) becomes effective.
- (d) Notwithstanding sections 2(a) and 2(b), the Company may at any time present QMX with a letter from the Company's transfer agent stating the number of Druk Shares then issued and outstanding and in such case, such number will govern for the purposes of such sections.

3. Nomination Procedure

For so long as the rights of QMX set out in section 2(a)(i) continue to be in effect:

- (a) No earlier than 90 days and no later than 60 days prior to the date of each annual general meeting of shareholders of the Company or each special meeting of shareholders of the Company called for the purpose of electing directors to the board of directors of the Company (or, in the case of the first such meeting after the execution of this Agreement, as soon as practicable), the Company

will notify QMX in writing of the date of the annual general meeting of shareholders of the Company or special meeting of shareholders (the "Druk Notice"). The Druk Notice will specify the total number of Druk Shares issued and outstanding (before giving effect to the exercise, conversion or exchange of any securities exercisable for, convertible into or exchangeable for Druk Shares) as at the date of the Druk Notice.

- (b) QMX will have the right and option, exercisable within 10 days from receipt of the Druk Notice (the "Nomination Right Notice Period") by notifying the Company (the "Nomination Notice"), to exercise the Nomination Right. If QMX wishes to exercise the Nomination Right, it will specify in the Nomination Notice: (i) the number of Druk Shares beneficially owned, directly or indirectly, by it as at the date of the Nomination Notice; (ii) the name of the individual it wishes to nominate for election to the board of directors of the Company; and (iii) confirm that the nominee is eligible to act as a director under the *Business Corporations Act* (British Columbia) or, if the Company has been continued or is otherwise governed by another statute or regime, that the nominee is eligible to act as a director under such statute or regime. For greater certainty, QMX will not be entitled to exercise the Nomination Right if it does not, directly or indirectly, beneficially own at least 10% of the outstanding Druk Shares (before giving effect to the exercise, conversion or exchange of any securities exercisable for, convertible into or exchangeable for Druk Shares) as at the date of the Nomination Notice. If QMX fails to deliver a Nomination Notice in response to a Druk Notice within the Nomination Right Notice Period or waive its rights hereunder following receipt of a Druk Notice, then QMX will not have the right to nominate a person for election to the board of directors of the Company until the next annual general meeting of shareholders of the Company or special meeting of shareholders of the Company called for the purpose of electing directors to the board of directors of the Company.
- (c) If QMX delivers a Nomination Notice in response to a Druk Notice within the Nomination Right Notice Period then, subject to the nominee identified in the Nomination Notice being eligible to act as a director of the Company, the Company will: (i) nominate QMX's nominee to stand for election to the board of directors of the Company at the annual general meeting of shareholders of the Company or special meeting of shareholders of the Company called for the purpose of electing directors to the board of directors of the Company; and (ii) solicit proxies from the holders of Druk Shares in respect thereof which will be satisfied by delivery of a form of proxy to the holders of Druk Shares following standard procedures consistent with past practice. For greater certainty, the Company: (a) is not required to retain a third party solicitation agent; and (b) will include the name of QMX's nominee to stand for election to the board of directors of the Company in the proxy to be delivered to each holder of Druk Shares in respect of the annual general meeting of shareholders of the Company or special meeting of shareholders of the Company called for the purpose of electing directors to the board of directors of the Company. QMX will also provide to the Company such other information regarding QMX's nominee as is reasonably requested by the Company so as to comply with applicable proxy disclosure requirements under applicable securities laws.
- (d) Upon section 3(b) becoming effective, QMX's nominee will be entitled to remain on the board of directors of the Company until his or her successor is elected or appointed.

4. Equity Financing Notice

For so long as the rights of QMX set out in section 2(a)(ii) continue to be in effect, and in the event that the Company proposes to issue Equity Securities in connection with an Equity Financing:

- (a) the Company will deliver a notice to QMX in writing (the "Equity Financing Notice") specifying: (i) as of the date thereof, the total number of Druk Shares outstanding and the total number of outstanding Equity Securities unconditionally exercisable, for no additional consideration, for Druk Shares; (ii) the total number of Equity Securities which are proposed to be offered in such Equity Financing; (iii) the rights, privileges, restrictions, terms and conditions of such Equity Securities; (iv) the consideration for which such Equity Securities are being offered; and (v) the proposed closing date of the Equity Financing;
- (b) QMX will have the option by notice given to the Company (an "Equity Financing Subscription Notice"), to subscribe for up to that number of Equity Securities being offered for sale as described in the Equity Financing Notice such that its Pro Rata Interest as at the date of the Equity Financing Notice will as near as possible be equal to its Pro Rata Interest after giving effect to the proposed Equity Financing for the consideration set forth in the Equity Financing Notice. In the Equity Financing Subscription Notice, QMX will specify the number of Druk Shares beneficially owned, directly or indirectly, by it as at the date of the Equity Financing Notice. The option to subscribe is exercisable by QMX for such period of time as set out in the Equity Financing Notice, which will be in all cases, the lesser of: (i) the time period (if any), less 24 hours, given by a dealer, broker, underwriter or agent (as the case may be), acting reasonably, for the Company to respond to a proposed Equity Financing (which, in any event will not be less than two Business Days); and (ii) 10 days (such period of time to be referred to as the "Equity Financing Option Period"). For greater certainty, QMX will not be entitled to exercise its rights hereunder if it does not collectively beneficially own, together with its Affiliates, directly or indirectly, at least 10% of the outstanding Druk Shares (before giving effect to the exercise, conversion or exchange of any securities exercisable for, convertible into or exchangeable for Druk Shares) as at the date of the Equity Financing Notice;
- (c) if QMX fails to deliver an Equity Financing Subscription Notice for the Equity Securities covered by the Equity Financing Notice in accordance with section 4(b) within the Equity Financing Option Period or waives its rights hereunder following receipt of an Equity Financing Notice, then any rights which QMX may have had to subscribe for any of the Equity Securities covered by the Equity Financing Notice (including any Equity Securities issued upon the exercise of options, warrants or other convertible securities covered by such Equity Financing Notice) will be extinguished, provided that the Company will not complete an Equity Financing for less consideration per Equity Security or on more favourable terms to purchasers of Equity Securities without first providing QMX with an amended Equity Financing Notice; and
- (d) each Equity Financing Notice and Equity Financing Subscription Notice, taken together, will constitute a binding agreement of QMX to subscribe for and take up, and by the Company to issue and sell to QMX, the number of Equity Securities subscribed for therein upon the terms and conditions specified in the Equity Financing Notice. Notwithstanding the foregoing, in the event that the total number of Equity Securities which are being offered changes after the delivery of the Equity Financing Notice but prior to the closing of the offering, QMX will be given the opportunity to amend its Equity Financing Subscription Notice. Any agreement by QMX to subscribe for Equity Securities will be conditional upon the completion of the issue and sale of Equity Securities pursuant to the Equity Financing to investors other than QMX.

5. Regulatory and Stock Exchange Approval

In the event that QMX exercise its right to acquire Equity Securities pursuant to section 4 hereof, the Company will apply for and will use reasonable commercial efforts to obtain all applicable approvals, consents or authorizations required from securities regulatory authorities or stock exchanges. QMX

acknowledges that the issuance of Equity Securities to it hereunder is subject to receipt of all applicable approvals, consents or authorizations required to be obtained from securities regulatory authorities and stock exchanges and QMX agrees that, if required by applicable securities laws, QMX will execute and deliver any reports, undertaking or other documents with respect to the issue of Equity Securities contemplated hereunder as may be required thereunder.

6. 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.

7. 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.

8. 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.

9. Assignment

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

10. 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.

11. 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.

12. 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.

13. Amendments

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

14. 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

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

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: _____
Name: Kelly Klatik
Title: President

QMX GOLD CORPORATION

By: _____
Name: <[REDACTED]>
Title:

Schedule 2.4

Third Party Consents

[REDACTED]

Schedule 3.1(n)(iv) - Form of Pooling Agreement

POOLING AND SALE AGREEMENT

THIS AGREEMENT IS made as of <[REDACTED]>, 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 August <[REDACTED]>, 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 an escrow agreement (the "**Escrow Agreement**") dated <[REDACTED]>, 2012 with Equity Financial Trust Company, as escrow agent, such Shares to be released from escrow in accordance with the terms of the Escrow Agreement 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: _____
Name: Kelly Klatik
Title: President

QMX GOLD CORPORATION

By: _____
Name: 
Title:

Schedule 3.1(n)(vii)

Employment Agreements

[REDACTED]

Schedule 4.1(n)

List of Employees

[REDACTED]