Macquarie Private Wealth Inc.
A member of the Macquarie Group of Companies

550 Burrard Street, Suite 500
Vancouver, BC V6C 2B5
Canada

Telephone +1 604 640 0342
Toll-Free +1 866 640 0400
Facsimile +1 604 640 0464
www.macquarieprivatewealth.ca

September 24, 2010

PERSONAL & CONFIDENTIAL

Mr. Robert Eadie
President and CEO
Suite 750 580 Hornby Street
Vancouver
BC V6C 3B6

Dear Mr.Eadie

Re: Monster Gold Inc. ("Monster" or the "Company")
Initial Public Offering

Macquarie Private Wealth Inc.("Macquarie") would like to extend its appreciation for the opportunity to work with you in connection with the proposed offering.We understand that the Company intends to raise $2,000,000 (the "Offering") through the issuance of units (the "Units") by way of a Prospectus and to list its shares on the TSX Venture Exchange (the "Exchange"). Pursuant to our recent discussions, we are pleased to have the opportunity to assist Monster in completing the Offering on the terms, conditions, and scope of work set out herein.

ENGAGEMENT

Monster hereby engages Macquarie Private Wealth Inc. ("Macquarie" or the "Agent") and Macquarie agrees to be engaged to act as the lead agent to the Offering on a commercially reasonable efforts basis. Completion of the Offering will be subject to completion of the Agent's due diligence, acceptable equity market conditions at the time of marketing the Offering, the execution of formal documentation including an Agency Agreement between Macquarie and Monster, the approval of applicable regulatory authorities and other conditions set out herein.

SCOPE OF WORK

Subject to the terms of its engagement as set out herein, the Agent will amongst other things:

a) Advise Monster in developing the terms of the Offering, the draft terms of which are set out in Schedule "A";

b) Assist Monster in preparing and delivering investor presentations;

c) Market the Offering to prospective investors on a commercially reasonable efforts basis, subject to market conditions at the time of marketing the Offering; and

d) Assist, at the direction of Monster, in closing the Offering.

SELLING COMMISSIONS and AGENT'S WARRANTS

For acting as agent in connection with the Offering, Macquarie will be entitled to receive a commission of 8% of the gross proceeds raised in the Offering (the "Commission"). The Commission will be payable from the proceeds of the Offering. As additional consideration, Macquarie will be granted non-transferable options (the "Agent's Compensation Options") entitling Macquarie to purchase such number of shares as is equal to 10% of the Units sold under the Offering at a price of $0.90 per share for a period of 12 months from the date of issuance. The Agent acknowledges that any members of the selling group will be entitled to receive a commission of 7% of the gross proceeds from securities they were responsible for placing. As additional consideration, such members of the selling group will be granted Agent's Options entitling them to purchase such number of sharess of Monster as is equal to 9% of the number of Units placed by them on orders over $100,000. For greater certainty, the Agent shall retain the additional 1% commission of the gross proceeds of, and Agent's Warrants entitling the Agent to acquire such number of shares of Monster as is equal to 1% of, the number of Units of Monster placed by the members of the selling group.

CORPORATE FINANCE FEE

For providing corporate finance services in connection with the Offering, Macquarie will be entitled to receive a cash corporate finance fee (the "Corporate Finance Fee") of $25,000 (plus HST), of which $15,000 (plus HST) will be paid upon execution of this letter of engagement and is non-refundable, and the balance of $10,000 (plus HST) will be paid upon closing of the Offering.

EXPENSES

Monster will be responsible for payment of all reasonable out-of-pocket expenses to be incurred by Macquarie in connection with the transactions contemplated in this letter including legal fees and disbursements. With the exception of the Agent's legal expenses, all individual expenses exceeding $3,000 are subject to the pre-approval of Monster, such approval not to be unreasonably withheld. The parties agree that the Agent's legal fees (excluding taxes and disbursements) shall not exceed $20,000, except in the event of extenuating circumstances such as the filing of an amendment to the prospectus in which case Monster's consent shall be required for an increase in legal expenses, such consent not to be unreasonably withheld. Upon execution of this letter, Monster will deposit with Macquarie the sum of $15,000 that Macquarie will hold as a security deposit to pay these expenses on behalf of Monster until completion or abandonment of the Offering at which time Macquarie will refund any balance of such deposit not utilized to pay the expenses to such date. Monster shall be responsible for paying the aforesaid reasonable expenses of Macquarie regardless of whether or not the Offering is completed. Macquarie will from time to time provide Monster with invoices detailing the out-of-pocket expenses paid by Macquarie on behalf of Monster. Monster hereby agrees to pay these invoices within 15 business days from the date of invoice.

DUE DILIGENCE

Upon signing this letter Macquarie will work to complete its due diligence as expeditiously as possible. To facilitate the conduct of Macquarie's due diligence, Monster will allow Macquarie, its counsel and advisors access to such personnel, information and facilities, as Macquarie may reasonably deem necessary.

In order for Macquarie and Macquarie's legal counsel to commence due diligence, please provide us with the documents listed in Schedule "B" attached hereto at your earliest convenience.

Monster agrees to advise Macquarie promptly of any material event or material change in the business affairs, condition (financial or otherwise) or prospects of Monster that occurs during the term of Macquarie's engagement hereunder.

EXCLUSIVITY

Monster herein agrees to work exclusively with Macquarie with regard to transactions contemplated in this letter. Macquarie agrees to offer selling group participation to other agents who will be offered part of the compensation received by Macquarie as set out herein (amounting to a cash commission equal to 7% of the gross proceeds of the funds raised by that particular sub-agent and Agent's Options to acquire shares equal to 9% of the number of Units placed by them on orders over $100,000).

CONFIDENTIALITY

All information, data, advice and opinions (the "Information") furnished to Macquarie, and furnished by Macquarie to its counsel, in connection with Macquarie's engagement hereunder, will be treated as confidential (except such Information which is now or hereafter becomes publicly available or publicly known from time to time, other than as a result of improper disclosure by Macquarie, or is required by law or legal proceedings to be disclosed) and will be used by Macquarie only in connection with our engagement under this letter. In connection with Macquarie's activities hereunder, Monster may from time to time specifically authorize Macquarie (including verbally) to discuss the Information with or deliver it to third parties, on the basis that the confidentiality of the Information will be maintained and preserved by such third parties.

INDEMNIFICATION

Monster agrees to indemnify and hold harmless Macquarie and its officers, directors and employees against all losses, claims, liabilities and reasonable expenses (including, without limitation, expenses of investigation and defending any claims or litigation as the same are incurred), related to or arising out of the Offering that is attributable to the actions of Monster provided, however, that Monster will not be responsible for any such losses, claims, damages, liabilities or expenses to the extent they arise from actions taken by the gross negligence of Macquarie.

OTHER

This engagement letter is subject to ratification by the Agent's Retail Corporate Finance Committee.

Monster and its principals agree to use their commercially reasonable efforts to assist in marketing the Offering.

This engagement letter may be terminated by either Macquarie or Monster at any time upon 15 business days written notice if either party has reasonable grounds to believe that another party is failing to perform its obligations under this engagement letter.

Monster and Macquarie agree that an agency agreement and other formal documentation resulting from the transactions contemplated in this letter shall be negotiated in good faith and shall also contain those representations, warranties, conditions and indemnities that are usual in agreements of this type including the standard market out clauses.

It is understood that this engagement letter is not an agency agreement or other commitment by Macquarie or Monster (the "Parties") except for the terms defined under the headings ***Corporate Finance Fee, Expenses, ~~Alternative Business Transaction~~, Confidentiality and Indemnification*** but is evidence of the understanding between the Parties relating to the transactions outlined herein, the definitive terms of which shall be set forth in an agency agreement to be prepared and executed following acceptance of the terms set out herein and subject to the completion of Macquarie's due diligence.

This letter agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

This engagement letter supercedes all prior agreements amongst the Parties.

If the foregoing is acceptable, please indicate your agreement to the terms and conditions by signing two copies of this letter in the space below and returning one fully executed copy to the attention of Nargis Sunderji (direct fax: 604-640-0464) prior to 4:30 p.m. on September 30, 2010. Should you have any questions or comments on the above, please contact the undersigned at 604-640-0342. Our normal procedure is to commence our due diligence upon receipt of $31,800. In this regard, kindly forward the Corporate Finance Fee of $15,000 and a $15,000 retainer against our legal fees, expenses and disbursements. All remaining costs will be deducted from the proceeds upon closing of the Offering. Should the Corporation elect not to proceed with the Offering or Macquarie elect not to be agent for the Offering as a result of material deficiencies arising out of the due diligence, the Corporate Finance Fee shall be retained by Macquarie and the remaining portion of the retainer will be returned to the Corporation.

Yours truly,
MACQUARIE PRIVATE WEALTH INC.

N Sunderji

Nargis Sunderji
Vice President, PVC Corporate Finance

The foregoing is in accordance with our understanding and is agreed to by us this 29th day of September, 2010.

MONSTER MINING CORP.

Robert Eadie

Robert Eadie
President and CEO

SCHEDULE "A"
Monster Gold Inc.
Proposed Terms of the Offering

Issuer:	Monster Gold Inc.
Gross Proceeds:	$2,000,000,
Offering:	Prospectus Offering of 5,000,000 Units (the "Units") each Unit consisting of one common share and one non transferable common share purchase warrant.
Offering Price:	$0.40 per Unit
Share Purchase Warrant:	Each whole common share purchase warrant will entitle the holder to purchase an additional common share at a price of $0.90 per share for a period of 12 months from closing of the Offering, subject to accelerated expiry set out below.
Accelerated Expiry:	If on any 20 consecutive trading days the closing sales price of Monster's common shares (or the closing bid, if no sales were reported on a trading day) as quoted on the Exchange (or if the Common Shares are not listed on the Exchange, such stock exchange, quotation system or market on which such shares are listed) is greater than $1.50 the company may accelerate the expiry date of the Warrants to the 30th day after the date on which Monster gives notice to the subscribers in accordance with the Warrant of such acceleration.
Offering Jurisdiction:	Alberta, British Columbia and Ontario
Agent:	Macquarie Private Wealth Inc.
Use of Proceeds:	The net proceeds of the offering will be used to conduct exploration and resource definition work on certain of the Company's properties and for working capital.
Agent's Legal Counsel:	Getz Prince Wells LLP – Zahra Ramji
Monster's Legal Counsel:	Maitland & Co-Jeff Lightfoot
Conditions to Closing:	a)The Issuer providing the Agent with a completed 43-101 report acceptable to the Agent and Exchange. b) To ensure that the $100,000 expenditure requirement on the qualifying property has been satisfied and that the issuer

has a significant interest in the qualifying property or hold rights to earn a significant interest and the Agent receives a title opinion to that effect.

Closing:	November 30, 2010 or such other date as the Issuer and the Agent may agree

SCHEDULE "B"
Preliminary Due Diligence Documents

a) Personal Information Forms (Form 2A) for all directors, officers and insiders of the Company.

b) All material agreements entered into by the Company, including, without limitation:
   - i) loan agreements, guarantees, lines of credit, security agreements, capital leases or other evidence of indebtedness;
   - ii) agreements relating to the purchase or sale of assets, equipment, intellectual property or real property, including all agreements relating to the licensing of intellectual property from third parties;
   - iii) joint venture or participation agreements;
   - iv) management, service, consulting or similar types of agreements;
   - v) significant insurance policies and commitments;
   - vi) any agreements with related parties;
   - vii) any escrow, pooling or voting trust agreements including shareholders agreements; and
   - viii) any documentation, understanding or commitment that purports to grant any person any option, warrant or other right to acquire shares or other securities of the Company.

c) Any pension, profit sharing or employee benefit plans.

d) In addition to those provided pursuant to item b(iv) above, all employment or consulting agreements with management of the Company.

e) In addition to the information provided by item b(viii) above, a summary of all outstanding convertible securities of the Company.

f) The most recent audited financial statements and interim financial statements of the Company.

g) A summary of all current, pending or threatened law suits, litigation or regulatory actions by or against the Company or any of it principals.

h) Title opinions or evidence of ownership relating to the property interests (including real property, personal property and intellectual property) of the Company.

i) Any documents or information sent to the shareholders of the Company, and a copy of the latest annual report of the Company, if applicable.

j) All material correspondence and filings made with regulatory authorities, including, without limitation, all exempt distribution reports.

k) A certified list of the registered shareholders of the Company.

In addition, we would like to conduct a due diligence review of the Company's Minute Books. In that regard, could you please advise whether it would be possible to have the Minute Books forwarded to our counsel's offices for such a review, or if other arrangements can be made.