

**DATED:**

**DECEMBER 31, 2010**

**BETWEEN:**

**BROOKEMONT CAPITAL INC.**

**OF THE FIRST PART**

**AND:**

**0895459BC LTD.**

**OF THE SECOND PART**

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**PROPERTY PURCHASE AGREEMENT**

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**PROPERTY PURCHASE AGREEMENT**

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## PROPERTY PURCHASE AGREEMENT

THIS AGREEMENT made as of the 31<sup>st</sup> day of December, 2010

BETWEEN:

**BROOKEMONT CAPITAL INC.**, a company validly subsisting under the laws of British Columbia, with an office at PO Box 10112, Pacific Centre, 1470 - 701 West Georgia Street, Vancouver, BC V7Y 1C6

(the “**Purchaser**”)

AND:

0895459 BC Ltd., a company incorporated under the laws of British Columbia, with an office at Suite 800, 885 West Georgia Street, Vancouver, BC V6C 3H1

(the “**Vendor**”)

### **W H E R E A S:**

- A. The Vendor is the sole legal and beneficial owner of all right, title and interest in and to the Claims (as defined below); and
- B. The Vendor has agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Vendor, all of its right, title and interest in and to the Claims on the terms and conditions hereinafter set forth;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and the mutual promises, and agreements herein contained, the parties hereto agree as follows:

### **1. INTERPRETATION**

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

- (a) “**Arbitrator**” has the meaning set out in Section 21.1;
- (b) “**Assets**” means all right, title and interest in the Claims and the Exploration Data;
- (c) “**Claims**” means those certain mineral claims more particularly set forth and described in Schedule A attached hereto, together with all renewals or extensions thereof and all surface, water and ancillary or appurtenant rights attached or accruing thereto;
- (d) “**Closing**” means the completion of the Sale, in accordance with Section 5.1;

- (e) “**Closing Date**” means the date of the Closing as agreed to by the Parties in writing in accordance with Section 5.1, but in no event later than January 31, 2011, unless such date is extended by the mutual written agreement of the Parties;
- (f) “**Commencement of Commercial Production**” means:
  - (i) if a mineral processing facility is located on the Property, the last day of a period of 40 consecutive days in which, for not less than 30 days, the mineral processing facility processed ore from the Property at 60% of its rated concentrating capacity, or
  - (ii) if the mineral processing facility is not located on the Property, the last day of a period of 30 consecutive days during which ore has been shipped from the Property on a reasonably regular basis for the purpose of earning revenues,but any period of time during which ore or concentrate is shipped from the Property for testing purposes, or during which mineral processing operations are undertaken as initial tune-up, shall not be taken into account in determining the date of Commencement of Commercial Production;
- (g) “**Common Shares**” means the common shares in the capital of the Purchaser;
- (h) “**Encumbrance**” has the meaning set out in Section 3.1(a);
- (i) “**Exchange**” means the TSX Venture Exchange;
- (j) “**Exploration Data**” means a digital copy and hardcopy of all Claims related data, including drill logs, maps and reports generated from said data, collected by the Vendor and its contractors on the Claims;
- (k) “**Loss**” and “**Losses**” mean any and all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs, and expenses, including without limitation, interest, penalties, fines and reasonable attorneys, accountants and other professional fees and expenses, but excluding damages for lost profits or lost business opportunities and excluding any indirect, consequential or punitive damages suffered by the Purchaser or the Vendor;
- (l) “**Material Adverse Effect**” has the meaning set out in Section 3.1(c);
- (m) “**Party**” means a party to this Agreement and “**Parties**” mean both the Purchaser and the Vendor;
- (n) “**Purchaser Documents**” mean the papers, instruments, documents and agreements required to be executed and delivered by the Purchaser to the Vendor at the Closing pursuant to this Agreement;
- (o) “**Purchase Shares**” means the 3,000,000 Common Shares to be allotted and issued by the Purchaser to the Vendor on the Closing Date in partial consideration for the purchase of the Assets;
- (p) “**Royalty**” means the NSR Royalty;

- (q) “**Sale**” has the meaning set out in Section 5.1;
- (r) “**SEDAR**” means the System for Electronic Document Analysis and Retrieval;
- (s) “**U.S. Person**” has the meaning set out in Section 6.2(b);
- (t) “**U.S. Securities Act**” has the meaning set out in Section 6.2(b); and
- (u) “**Vendor Documents**” mean the papers, instruments, documents and agreements required to be executed and delivered by the Vendor to the Purchaser at the Closing pursuant to this Agreement.

## 2. MUTUAL REPRESENTATIONS AND WARRANTIES

2.1 Each of the Purchaser and the Vendor represents and warrants to the other that:

- (a) it is a body corporate duly formed, organized and validly subsisting and in good standing under the laws of its incorporating or governing jurisdiction;
- (b) it has full right, corporate power and authority to carry on its business, execute and deliver this Agreement and any agreement or instrument referred to or contemplated by this Agreement;
- (c) this Agreement, when delivered in accordance with the terms hereof, will constitute a valid and binding obligation enforceable against the entity in accordance with its terms, except:
  - (i) as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws of general application affecting enforcement of creditors’ rights generally, and
  - (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies;
- (d) the consummation of this Agreement will not conflict with nor result in any breach of any agreement or other instrument whatsoever to which any Party hereto is a party or by which any Party is bound or to which any Party may be subject;
- (e) the execution and delivery of this Agreement and any agreements or documents contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable or pertaining thereto or of its constituting or charter documents, nor will such result in a breach of, or accelerate the performance required by any contract or other commitment to which it is a party or by which it is bound; and
- (f) it is resident in Canada within the meaning of the *Income Tax Act* (Canada).

2.2 The representations and warranties contained in Section 2.1 are provided for the mutual benefit of the Parties, and a breach of any one or more representations or warranties may be waived by the Parties in whole or in part at any time without prejudice to its rights in respect of any other breach of the same or any other representation or warranty, and the representations and warranties contained in Section 2.1 will survive the Closing Date for a period of two (2) years.

### 3. VENDOR REPRESENTATIONS AND WARRANTIES

3.1 The Vendor represents and warrants to, and covenants with the Purchaser, and acknowledges that the Purchaser is relying on such representations, warranties and covenants in entering into this Agreement that:

- (a) the Vendor is the sole legal and beneficial owner of the Claims and the sole legal and beneficial owner of the Exploration Data and the Assets are free and clear of, and from, all liens, security interests, charges and encumbrances (each, an “**Encumbrance**”) and are not subject to any judgment, order or decree in any lawsuit or proceeding;
- (b) neither the execution, delivery and performance of this Agreement, nor the consummation of the Sale, will conflict with, result in a violation of, cause a default under (with or without notice, lapse of time or both) or give rise to a right of termination, amendment, cancellation or acceleration of any obligation contained in or the loss of any material benefit under, or result in the creation of any Encumbrance upon the Assets or other instrument, permit, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Assets;
- (c) to the knowledge of the Vendor, there is no basis for and there is no action, suit, judgment, claim, demand or proceeding outstanding or pending, or threatened against or affecting the Assets that, if adversely resolved or determined, would have a material adverse effect on the Assets (a “**Material Adverse Effect**”) and there is no reasonable basis for any claim or action that, based upon the likelihood of its being asserted and its success if asserted, would have such a Material Adverse Effect;
- (d) the Vendor holds all permits, licences, consents and authorities issued by any government or governmental authority which are necessary in connection with the ownership of the Claims;
- (e) the Vendor has good marketable title to the Claims, which have been properly staked, all of which are recorded in accordance with applicable laws and regulations of the Province of Quebec and applicable federal laws thereto, and such Claims are in good standing;
- (f) all required work commitments on the Claims required under applicable laws and regulations have been satisfied by the Vendor to August 1, 2012;
- (g) there is no adverse claim or challenge against or to the Vendor’s ownership of the Claims nor, to the knowledge of the Vendor, is there any basis therefor, and there are no outstanding agreements or options to acquire or purchase the Claims or any portion thereof and no person or company other than the Vendor has any proprietary or possessory interest in the Claims or any right whatsoever capable of becoming any of the foregoing;
- (h) the Vendor has delivered to the Purchaser the Exploration Data which is a complete and accurate description of such Claims based on the information known to date, and there are no other material facts concerning such Claims which have not been set out in the Exploration Data;
- (i) there are no outstanding orders or directions relating to environmental matters requiring any work, repairs, construction or expenditures with respect to the Claims and the

conduct of operations related thereto, the Vendor has not received any notice of the same and the Vendor is not aware of any basis on which any such orders or directions could be made;

- (j) there are no outstanding orders or directions relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the Claims and the conduct of the operations related thereto, and the Vendor has not received any notice of same and is not aware of any basis on which any such orders or direction could be made;
- (k) the Vendor's ownership of the Claims is in compliance with, is not in default or violation in any material respect under, and the Vendor has not been charged with or received any notice at any time of any material violation of any statute, law, ordinance, regulation, rule, decree or other applicable regulation in connection with the Vendor's ownership of the Claims;
- (l) the Vendor has duly filed all reports and returns required to be filed with governmental authorities and has obtained all governmental permits and other governmental consents, except as may be required after the execution of this Agreement and all of such permits and consents are in full force and effect, and no proceedings for the suspension or cancellation of any of them, and no investigation relating to any of them, is pending or to the knowledge of the Vendor, threatened, and none of them will be adversely affected by the entry into this Agreement or the consummation of the Sale;
- (m) the Vendor has complied with all applicable laws, statutes, bylaws, decrees, rulings, orders, judgments and regulations relating to the work it has conducted in respect of the Claims, including environmental laws;
- (n) the Vendor has held the Claims in material compliance with all laws, rules, statutes, ordinances, orders and regulations and the Vendor has not received any notice of any violation thereof, nor is the Vendor aware of any valid basis therefore;
- (o) there is no adverse claim or challenge against or to the ownership of or title to any part of the Claims and, to the knowledge of the Vendor, there is no basis for such adverse claim or challenge which may affect the Claims;
- (p) there are no actual or pending proceedings for, and the Vendor is unaware of any basis for, the institution of any proceedings leading to the placing of the Vendor in bankruptcy or subject to any other laws governing the affairs of insolvent parties;
- (q) no filing or registration with, no notice to and no permit, authorization, consent, or approval of any public or governmental body or authority or other person or entity is necessary for the consummation of the Sale contemplated by this Agreement or to enable the Purchaser to purchase the Claims on the Closing Date;
- (r) the Vendor acknowledges that all material knowledge and information in its possession concerning the Claims has been conveyed to the Purchaser;
- (s) the Claims are not subject to any mining royalties imposed by the Province of Quebec, or any federal, municipal or local authority; and
- (t) there are no mine workings or waste dumps or mine tailings on the Claims.



3.2 The representations and warranties contained in Section 3.1 are provided for the exclusive benefit of the Purchaser, and a breach of any one or more representations or warranties may be waived by the Purchaser in whole or in part at any time without prejudice to its rights in respect of any other breach of the same or any other representation or warranty, and the representations and warranties contained in Section 3.1 will survive the Closing Date for a period of two (2) years.

#### 4. PURCHASER REPRESENTATIONS AND WARRANTIES

4.1 The Purchaser represents and warrants to, and covenants with the Vendor, and acknowledges that the Vendor is relying on such representations, warranties and covenants in entering into this Agreement that:

- (a) the Common Shares are listed on the Exchange, the Purchaser is in substantial compliance with its listing agreement with the Exchange; and
- (b) the Purchase Shares to be issued to the Vendor hereunder will be fully-paid and non-assessable shares in the capital of the Purchaser, free of all restrictions on trading other than those required by applicable securities law or by the Exchange as set out in Section 6 hereof.

4.2 The representations and warranties contained in Section 4.1 are provided for the exclusive benefit of the Vendor, and a breach of any one or more representations or warranties may be waived by the Vendor in whole or in part at any time without prejudice to its rights in respect of any other breach of the same or any other representation or warranty, and the representations and warranties contained in Section 4.1 will survive the Closing Date for a period of two (2) years.

#### 5. PURCHASE AND SALE

5.1 Upon and subject to the terms and conditions of this Agreement, and on the Closing Date, the Vendor will sell, transfer and assign to the Purchaser and the Purchaser will purchase from the Vendor, free and clear of all Encumbrances, the Assets (the “Sale”).

5.2 In consideration for the Sale, and on the Closing Date, the Purchaser will allot and issue three million (3,000,000) Purchase Shares to the Vendor and pay fifteen thousand dollars (\$15,000) to the Vendor in cash payable to the Vendor by certified cheque.

#### 6. SECURITIES LAWS

6.1 The Parties hereto acknowledge that the issuance of the Purchase Shares by the Purchaser to the Vendor as contemplated herein is being made pursuant to an exemption from the registration and prospectus requirements of applicable securities laws pursuant to Section 2.13 of National Instrument 45-106.

6.2 The Vendor confirms to and covenants with the Purchaser that:

- (a) it will comply with all requirements of applicable securities laws in connection with the issuance to it of the Purchase Shares and the resale of any of the Purchase Shares; and
- (b) the Purchase Shares have not been registered under the United States *Securities Act of 1933*, as amended (the “U.S. Securities Act”) or the securities laws of any State of the United States and that the Purchaser does not intend to register the Purchase Shares under

the U.S. Securities Act, or the securities laws of any State of the United States and has no obligation to do so. The Vendor is not a “**U.S. person**” (as that term is defined in Regulation S under the U.S. Securities Act) and is not purchasing the Purchase Shares for the account or benefit of any U.S. persons; provided, however, that the Vendor may sell or otherwise dispose the Purchase Shares pursuant to registration thereof under the U.S. Securities Act and any applicable State securities laws or pursuant to any available exemption from such registration requirements.

- 6.3 Upon the issuance of the Purchase Shares to the Vendor, and until such time as is no longer required under applicable securities laws, the certificates representing the Purchase Shares will bear the following two legends required under National Instrument 45-102 and the policies of the Exchange, respectively, in substantially the following form:

*“Unless permitted under securities legislation, the holder of this security must not trade the security before [insert the date that is 4 months and a day after the distribution date].”*

*“Without prior written approval of the Exchange and compliance with all applicable securities legislation, the securities represented by this certificate may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until [insert date].”*

- 6.4 If any of the Purchase Shares are required to be escrowed pursuant to the policies of the Exchange, and all rights of protest or appeal has been exhausted by the Parties, the Vendor agrees to sign any such escrow agreement and abide by any such restrictions as may be so imposed by the Exchange.

## **7. NSR ROYALTY**

- 7.1 This agreement is not subject to a NSR Royalty.

## **8. COLLECTION OF PERSONAL INFORMATION**

- 8.1 The Vendor acknowledges and consents to the fact that the Purchaser may be required to collect personal information from the vendor’s principals which may be disclosed by the Purchaser to:

- (a) the Exchange or other securities regulatory authorities;
- (b) the Purchaser’s registrar and transfer agent;
- (c) Canadian tax authorities; and
- (d) authorities pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)*.

- 8.2 By executing this Agreement, and if required, the Vendor agrees to obtain a consent from its principals for the collection, use and disclosure of such principals’ personal information and to the retention of such personal information for as long as permitted or required by law or business practice and for the purposes set out in Schedule C.

**9. RESTRICTIVE COVENANTS OF THE VENDOR**

- 9.1 Prior to the Closing Date, the Vendor will not without the prior written consent of the Purchaser, allow any of the Assets to become subject to any Encumbrances or enter into any agreement (whether written or verbal) that may result in the creation of any such Encumbrance or otherwise restrict in any manner whatsoever the sale of the Assets to the Purchaser as contemplated by this Agreement.

**10. ORDINARY COURSE**

- 10.1 Until the Closing Date, the vendor shall not, without the prior written consent of the Purchaser, enter into any contract in respect of the Assets, other than in the ordinary course of business, or as otherwise contemplated by this Agreement and the Vendor shall continue to carry on its business and maintain the Assets in the ordinary course of business.

**11. INVESTIGATIONS AND AVAILABILITY OF RECORDS**

- 11.1 The Purchaser and/or its directors, officers, auditors, counsel and other authorized representatives shall be permitted to make such commercially reasonable investigations of the Assets and business of the Vendor and of its financial and legal condition as the Purchaser reasonably deems necessary or desirable, provided always that such investigations shall not unduly interfere with the operations of the Vendor. If reasonably requested, the Vendor shall provide copies of the Vendor's corporate records, including its minute books, share ledgers and the records maintained in connection with the business of the Vendor. Such investigations will not, however, affect or mitigate in any way the representations and warranties contained in this Agreement, which representations and warranties shall continue in full force and effect for the benefit of the Purchaser.

**12. NECESSARY CONSENTS**

- 12.1 The Vendor shall use its reasonable efforts to obtain from the Vendor's directors, shareholders and all appropriate federal, provincial, municipal or other governmental or administrative bodies such approvals or consents as are required (if any) to complete the transactions contemplated herein.

**13. PUBLIC ANNOUNCEMENT**

- 13.1 Immediately after the execution of this Agreement, the Purchaser will issue a public announcement, announcing the entry into this Agreement, which announcement shall address all matters required by the Exchange policies and shall be in form and substance acceptable to each Party, acting in a commercially reasonable manner. No Party shall issue any news release or public statements inconsistent with such public announcement.

**14. MUTUAL CONDITIONS PRECEDENT**

- 14.1 The obligation of the Parties to consummate the Sale on the Closing Date shall be subject to the prior completion of the following mutual conditions:
- (a) the Purchase Shares to be issued upon the completion of the Sale will have been conditionally accepted for listing by the Exchange, subject to the Purchaser fulfilling the listing requirements of the Exchange;

- (b) there will not be in force any order or decree restraining or enjoining the consummation of the Sale; and
- (c) all consents, orders and approvals required, necessary or desirable for the completion of the transactions provided for in this Agreement shall have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances, all on terms satisfactory to each of the Parties hereto, acting reasonably.

## **15. VENDOR'S CONDITIONS PRECEDENT**

15.1 The obligation of the Vendor to consummate the Sale on the Closing Date shall be subject to the prior completion of the following conditions:

- (a) the representations and warranties of the Purchaser contained in this Agreement or in any Purchaser Documents will have been true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such Closing Date, save and except in any case which would not have a material adverse effect on the Assets;
- (b) the Purchaser will have performed, fulfilled or complied with, in all material respects, all of its obligations, covenants and agreements contained in this Agreement and in any Purchaser Documents to be fulfilled or complied with by the Purchaser at or prior to the Closing Date;
- (c) the Purchaser will deliver or cause to be delivered to the Vendor the closing documents as set forth in Section 19.1 in a form satisfactory to the Vendor acting reasonably;
- (d) all proceedings to be taken in connection with the transactions contemplated in this Agreement and any Purchaser Documents will be satisfactory in form and substance to the Vendor, acting reasonably, and the Vendor will have received copies of all instruments and other evidence as it may reasonably request in order to establish the consummation or closing of such transactions and the taking of all necessary proceedings in connection therewith; and
- (e) this Agreement, the Purchaser Documents and all other documents necessary or reasonably required to consummate the Sale, all in form and substance reasonably satisfactory to the Vendor, will have been executed and delivered to the Vendor.

## **16. PURCHASER'S CONDITIONS PRECEDENT**

16.1 The obligation of the Purchaser to consummate the Sale on the Closing Date shall be subject to the prior completion of the following conditions:

- (a) the representations and warranties of the Vendor contained in this Agreement or in any Vendor Documents will have been true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such Closing Date, save and except in any case which would not have a material adverse effect on the business or financial condition of the Purchaser;

- (b) the Vendor will have performed, fulfilled or complied with, in all material respects, all of its obligations, covenants and agreements contained in this Agreement and in any Vendor Documents to be fulfilled or complied with by the Vendor at or prior to the Closing Date;
- (c) the Vendor will deliver or cause to be delivered to the Purchaser the closing documents as set forth in Section 18.1 in a form satisfactory to the Purchaser acting reasonably;
- (d) all proceedings to be taken in connection with the transactions contemplated in this Agreement and any Vendor Documents will be satisfactory in form and substance to the Purchaser, acting reasonably, and the Purchaser will have received copies of all instruments and other evidence as it may reasonably request in order to establish the consummation or closing of such transactions and the taking of all necessary proceedings in connection therewith;
- (e) this Agreement, the Vendor Documents and all other documents necessary or reasonably required to consummate the Sale, all in form and substance reasonably satisfactory to the Purchaser, will have been executed and delivered to the Purchaser;
- (f) the Purchaser completing and being reasonably satisfied with its due diligence on the Assets; and
- (g) the Purchaser will have received Exchange approval to issue the Finder's Shares to the Finder in accordance with applicable securities laws.

## **17. CLOSING**

- 17.1 The Closing will take place on the Closing Date at the offices of the lawyers for the Purchaser or at such other location as agreed to by the Parties. Notwithstanding the location of the Closing, each Party agrees that the Closing may be completed by the exchange of undertakings between the respective legal counsel for the Parties, provided such undertakings are satisfactory to each Party's respective legal counsel.

## **18. CLOSING DELIVERIES OF THE VENDOR**

- 18.1 At Closing, the Vendor will deliver or cause to be delivered the following, duly executed and in the form and substance reasonably satisfactory to the Purchaser:
- (a) such documents to evidence that title to the Claims has been registered in the name of the Purchaser with applicable laws and all documents, notices, instruments and forms necessary to give effect to the Sale;
  - (b) all other information in the possession or control of the Vendor with respect to the Claims (including the Exploration Data), which has not been previously delivered to the Purchaser; and
  - (c) such other closing documents as may be required by the Purchaser, acting reasonably.

## **19. CLOSING DELIVERIES OF THE PURCHASER**

- 19.1 At Closing, the Purchaser will deliver or cause to be delivered the following, duly executed and in the form and substance reasonably satisfactory to the Vendor:

- (a) a share certificate registered in the name of the Vendor representing the Purchase Shares;
- (b) a certified cheque for fifteen thousand dollars (\$15,000) payable to the Vendor; and
- (c) such other closing documents as may be required by the Vendor, acting reasonably.

## **20. POST CLOSING MATTERS**

20.1 Subsequent to the Closing Date, the following events shall occur:

- (a) the Purchaser will issue a news release to the effect that the transaction contemplated herein has closed, which news release will be prepared in accordance with Section 24.1; and
- (b) the Purchaser will file with the applicable securities regulators, a Form 45-106F1 Notice of Exempt Distribution for the Purchase Shares issued to the Vendor and the securities issued in the Financing, within ten (10) days of the Closing Date, being the distribution date of such securities.

## **21. DISPUTE RESOLUTION**

21.1 Any dispute between the Parties concerning any matter or thing arising from this Agreement shall be referred to a mutually agreeable professional (the “**Arbitrator**”). In the event that the Parties cannot mutually agree on the appointment of an Arbitrator within fifteen (15) days of written notice of a disagreement or dispute under this Agreement, the Arbitrator will be appointed by the B.C. Arbitration and Mediation Institute, as the appointing authority.

21.2 Any disagreement or dispute shall be resolved by arbitration pursuant to the *Commercial Arbitration Act* R.S.B.C. 1996, c.55 and will be conducted in Vancouver, British Columbia, or as otherwise may be agreed as convenient for the parties. The cost of such arbitration shall initially be born equally by the Purchaser and the Vendor. Any arbitration shall determine, with finality, any disagreement or dispute and the Arbitrator’s decision shall be binding and final on the Parties from which there shall be no appeal. An Arbitrator shall also decide matters including the cost of the arbitration, and the Arbitrator is hereby authorized and instructed to award up to one hundred percent (100%) costs on a solicitor and client or special costs basis, as warranted, to the successful Party in connection with any arbitration. In the event a Party fails or is otherwise unable to pay its share of any costs under this provision, the other Party is hereby authorized but not obligated to make that payment and deduct the same from any money claimed owed by the respondent.

## **22. STANDSTILL**

22.1 From the date of execution of this Agreement until the Closing Date or the earlier termination hereof, the Vendor will not, directly or indirectly, solicit, initiate, assist, facilitate, promote or encourage proposals or offers from, entertain or enter into discussions or negotiations with or provide information relating to the securities, business, operations, affairs or financial condition of the Vendor with the respect to the Assets to any persons, including a sale of the Assets or part thereof.

**23. FORCE MAJEURE**

- 23.1 The obligations of the Parties hereto and the time frames established in this Agreement shall be suspended to the extent and for the period that performance is prevented by any cause beyond either Party's reasonable control, whether foreseeable or unforeseeable, including, without limitation, labour disputes, acts of God, laws, regulations, orders, proclamations or requests of any governmental authority, inability to obtain on reasonable terms required permits, licenses, or other authorizations, or any other matter similar to the above.

**24. PUBLIC STATEMENTS**

- 24.1 Except as otherwise required by law or the policies of the Exchange, the parties shall make no public pronouncements concerning the terms of this Agreement without the express written consent of the other Party, such consent not to be unreasonably withheld. In the event that either Party wishes to make a news release or public statement with respect to the terms of this Agreement, it shall first provide the other Party with a draft copy of such release or statement for review and comment. If the other Party fails to comment on the release within two (2) business days of receipt, it shall be deemed to have waived its rights under this Section.

**25. NOTIFICATION**

- 25.1 Between the date of this Agreement and the Closing Date, each of the Parties to this Agreement will promptly notify the other Party in writing if it becomes aware of any fact or condition that causes or constitutes a material breach of any of its representations and warranties as of the date of this Agreement, if it becomes aware of the occurrence after the date of this Agreement of any fact or condition that would cause or constitute a material breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. During the same period, each Party will promptly notify the other Parties of the occurrence of any material breach of any of its covenants in this Agreement or of the occurrence of any event that may make the satisfaction of such conditions impossible or unlikely.

**26. TERMINATION**

- 26.1 Except as modified by Section 26.2 hereof, this Agreement may be terminated at any time prior to the Closing Date contemplated hereby by:
- (a) mutual agreement of the Parties;
  - (b) the Purchaser, if there has been a material breach by the Vendor of any material representation, warranty, covenant or agreement set forth in this Agreement on the part of the Vendor that is not cured, to the reasonable satisfaction of the Purchaser, within ten business days after notice of such breach is given by the Purchaser (except that no cure period will be provided for a breach by the Vendor that by its nature cannot be cured);
  - (c) the Vendor, if there has been a material breach by the Purchaser of any material representation, warranty, covenant or agreement set forth in this Agreement on the part of the Purchaser that is not cured, to the reasonable satisfaction of the Vendor, within ten business days after notice of such breach is given by the Vendor (except that no cure period will be provided for a breach by the Purchaser that by its nature cannot be cured);

- (d) either Party if any injunction or other order of a governmental entity of competent authority prevents the consummation of the Sale contemplated by this Agreement; or

26.2 In the event of the termination of this Agreement as provided in Section 26.1, this Agreement will be of no further force or effect, provided, however, that no termination of this Agreement will relieve any Party of liability for any breaches of this Agreement that are based on a wrongful refusal or failure to perform any obligations.

## 27. INDEMNITY

27.1 The Purchaser will indemnify, defend, and hold harmless the Vendor from, against, for, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by the Vendor by reason of, resulting from, based upon or arising out of:

- (a) any misrepresentation, misstatement or breach of warranty of the Purchaser contained in or made pursuant to this Agreement, any Purchaser Document or any certificate or other instrument delivered pursuant to this Agreement; or
- (b) the breach or partial breach by the Purchaser of any covenant or agreement of the Purchaser made in or pursuant to this Agreement, any Purchaser Document or any certificate or other instrument delivered pursuant to this Agreement.

27.2 The Vendor will indemnify, defend, and hold harmless the Purchaser from, against, for, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by the Purchaser by reason of, resulting from, based upon or arising out of:

- (a) any misrepresentation, misstatement or breach of warranty of the Vendor contained in or made pursuant to this Agreement, any Vendor Document or any certificate or other instrument delivered pursuant to this Agreement; or
- (b) the breach or partial breach by the Vendor of any covenant or agreement of the Vendor made in or pursuant to this Agreement, any Vendor Document or any certificate or other instrument delivered pursuant to this Agreement.

## 28. NOTICE

28.1 Any notice, direction or other instrument required or permitted to be given under this Agreement will be in writing and may be given by the delivery of the same or by mailing the same by prepaid registered or certified mail or by sending the same by facsimile or other similar form of communication, in each case addressed to the addresses of the parties as set out on the first page of this Agreement, and if sent by facsimile, as follows:

- (a) if to the Purchaser at:  
PO Box 10112, Pacific Centre  
1470 - 701 West Georgia Street  
Vancouver, BC V7Y 1C6

Fax No.: 604-689-1733  
Attention: President

- (b) if to the Vendor at:



c/o Clark Wilson LLP  
800 - 885 West Georgia Street  
Vancouver, BC V6C 3H1

Fax No.: 604-687-6314  
Attention: Cam McTavish

- 28.2 Any notice, direction or other instrument aforesaid will, if delivered, be deemed to have been given and received on the day it was delivered; if faxed, be deemed to have been given and received on the next business day following transmission; and if mailed, be deemed to have been given and received on the fifth day following the day of mailing, except in the event of disruption of the postal services, in which event notice will be deemed to be given and received only when actually received.
- 28.3 Any Party may at any time give to the other, notice in writing of any change of address or fax number of the Party giving such notice, and from and after the giving of such notice, the address or fax number therein specified will be deemed to be the address or fax number of such Party for the purposes of giving notice hereunder.

## **29. GENERAL**

- 29.1 This Agreement constitutes the entire agreement between the parties and replaces and supersedes all prior agreements, memoranda, correspondence, communications, negotiations and representations, whether verbal or written, express or implied, statutory or otherwise between the Parties with respect to the subject matter herein.
- 29.2 The Parties agree that they shall use all reasonable efforts to satisfy each of the conditions precedent to be satisfied by it as soon as practical and in any event before the Closing Date, and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable that are commercially reasonable to permit the completion of the Sale in accordance with the terms and conditions of this Agreement. The Parties hereto agree that they and each of them will execute all documents and do all acts and things within their respective powers to carry out and implement the provisions or intent of this Agreement.
- 29.3 This Agreement may be signed in counterparts, each of which may be delivered in facsimile or other electronic means. Each executed counterpart shall be deemed to be an original and all such counterparts when read together will constitute one and the same instrument.
- 29.4 Neither Party may assign this Agreement and its rights thereunder without the prior written approval of the other Party.
- 29.5 The headings to the respective sections herein will not be deemed part of this Agreement but will be regarded as having been used for convenience only.
- 29.6 In this Agreement, all references to sections, subsections and Schedules are to sections, subsections and Schedules of this Agreement.
- 29.7 All references to monies hereunder will be in Canadian funds.
- 29.8 This Agreement will enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

- 29.9 This Agreement will be exclusively governed and interpreted in accordance with the laws of British Columbia and the laws of Canada applicable therein. All actions arising from this Agreement will be commenced and prosecuted in the courts of British Columbia, and the Parties hereby attorn to the jurisdiction thereof.
- 29.10 In the event of any conflict between the provisions of any document delivered on the Closing and this Agreement, the provisions of this Agreement shall prevail.
- 29.11 The Schedules attached to this Agreement are incorporated herein and form part of this Agreement.
- 29.12 Time is of the essence.
- 29.13 This Agreement may only be amended in writing with the mutual consent of each Party.
- 29.14 The representations and warranties, covenants and agreements of the Parties set forth herein will survive the Closing Date and, notwithstanding the completion of the transactions contemplated hereby, the waiver of any condition contained herein (unless such waiver expressly releases a Party of any such representation, warrant, covenant or agreement) or any investigation made by the Party, the same will remain in full force and effect.
- 29.15 If any provision of this Agreement is or will become illegal, unenforceable or invalid for any reason whatsoever, such illegal, unenforceable or invalid provisions will be severable from the remainder of this Agreement and will not affect the legality, enforceability or validity of the remaining provisions of this Agreement.
- 29.16 No consent or waiver, express or implied, by any Party hereto in respect of any breach or default by any of the other Parties in the performance by such other Party of its obligations under this Agreement will be deemed or construed to be consent to or waiver of any other breach or default.

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

**BROOKEMONT CAPITAL INC.**

"James Nelson"  
Per: \_\_\_\_\_  
Authorized Signatory

**0895459 BC Ltd.**

"SM Arshad Amin"  
Per: \_\_\_\_\_  
Authorized Signatory

## SCHEDULE A

This is Schedule A to the Agreement dated December 31, 2010 Between BROOKEMONT CAPITAL INC. and 0895459 BC Ltd.

### DESCRIPTION OF CLAIMS

The Claims consist of the following fifteen (15) mineral claims covering an area of approximately 7,290 hectares, lying within the Cariboo region in British Columbia, Canada:

Claim Number	Hectares	Good Until
835443	486.27	2011/Oct/08
835446	486.25	2011/Oct/08
835452	486.51	2011/Oct/08
835458	486.49	2011/Oct/08
835460	486.27	2011/Oct/08
841991	486.12	2011/Dec/30
841993	486.00	2011/Dec/30
841995	485.85	2011/Dec/30
841996	485.82	2011/Dec/30
841997	485.83	2011/Dec/30
842043	485.61	2011/Dec/31
842044	485.53	2011/Dec/31
842045	485.62	2011/Dec/31
842046	485.93	2011/Dec/31
842048	485.57	2011/Dec/31

## SCHEDULE B

This is Schedule B to the Agreement dated December 31, 2010 Between **BROOKEMONT CAPITAL INC.** and **0895459 BC LTD.**

### Personal Information

TSX Venture Exchange Inc. and its affiliates, authorized agents, subsidiaries and divisions, including the TSX Venture Exchange (collectively referred to as “the **Exchange**”) collect Personal Information in certain Forms that are submitted by the individual and/or by an Issuer or Applicant and use it for the following purposes:

- to conduct background checks,
- to verify the Personal Information that has been provided about each individual,
- to consider the suitability of the individual to act as an officer, director, insider, promoter, investor relations provider or, as applicable, an employee or consultant, of the Issuer or Applicant,
- to consider the eligibility of the Issuer or Applicant to list on the Exchange,
- to provide disclosure to market participants as to the security holdings of directors, officers, other insiders and promoters of the Issuer, or its associates or affiliates, and includes information as to such individual’s involvement with any other reporting issuers, issuers subject to a cease trade order or bankruptcy, as well as information respecting penalties, sanctions or personal bankruptcies, to which such individual has been subject, as well as any conflicts of interest that the individual may have with the Issuer,
- to detect and prevent fraud,
- to conduct enforcement proceedings, and
- to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the Exchange, securities legislation and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada.

As part of this process, the Exchange also collects additional Personal Information from other sources, including but not limited to, securities regulatory authorities in Canada or elsewhere, investigative, law enforcement or self-regulatory organizations, regulations services providers and each of their subsidiaries, affiliates, regulators and authorized agents, to ensure that the purposes set out above can be accomplished.

The Personal Information the Exchange collects may also be disclosed:

- (a) to the agencies and organizations in the preceding paragraph, or as otherwise permitted or required by law, and they may use it in their own investigations for the purposes described above; and
- (b) on the Exchange’s website or through printed materials published by or pursuant to the directions of the Exchange.

The Exchange may from time to time use third parties to process information and/or provide other administrative services. In this regard, the Exchange may share the information with such third party service providers.