

PURCHASE OPTION AGREEMENT

This Agreement is dated the 13th day of June, 2011

BETWEEN:

RHEINGOLD EXPLORATION CORP.
P.O Box 1142
Fort Langley, BC, V1M 2S5

(herein referred to as “**RHEINGOLD**”)

AND

PERRY VERN ENGLISH, for and on behalf of
RUBICON MINERALS CORPORATION
P. O. Box 414
Souris, Manitoba, R0K 2C0

(herein the “**Optionor**”)

WHEREAS the Optionor is the recorded and beneficial holder of certain unpatented mining claims which are filed with the Ministry of Northern Development Mines and Minerals which claims are situated in the Patullo and Tait Township in the Kenora Mining Division in the Province of Ontario, and more particularly described in Schedule "A" attached hereto and forming a part of this Purchase Option Agreement (the “**Agreement**”);

AND WHEREAS the Optionor has agreed to grant an option to RHEINGOLD to acquire a one hundred percent (100%) undivided interest in the unpatented mining claims associated with the Property (the “**Option**”) upon the terms and conditions set forth herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants expressed herein, the payment of funds and the issuance of shares set forth herein, the parties hereto agree as follows:

1. **Interpretation**

- (a) **Definitions.** The following terms, wherever used in this Agreement, shall have the meanings set forth below:
- (i) “**Effective Date**” means the date first written above;
 - (ii) “**Environmental Standards**” means all laws, orders, rules and regulations of whatever authority, as they may apply to and affect environmental and pollution control standards in effect, whether federal, provincial or municipal;

- (iii) **“Minerals”** shall mean the end products recovered, produced or derived from operating the Property as a mine;
- (iv) **“Mining Operations”** means every kind of work done on or in respect of the Property or any product derived from the Property while the Option is in effect by or under the direction of RHEINGOLD including, without limiting the generality of the foregoing, the work of assessment, geophysical, geochemical and geological surveys, studies and mapping, investigating, drilling, designing, examining, equipping, improving, surveying, shaft-sinking, raising, cross-cutting, searching for, drifting, trucking, sampling, working and procuring minerals, ores and metals, surveying and bringing any mining claims to lease or patent, and all other work usually considered to be prospecting, exploration, development and mining work; in paying wages and salaries of workers engaged in the work and in supplying food, lodging, transportation and other reasonable needs of the workers; in paying assessments or premiums for workers' compensation insurance, contributions for unemployment insurance or other pay allowances or benefits customarily paid in the district to those workers; in paying rentals, licence renewal fees, taxes and other governmental charges required to keep the Property in good standing; in purchasing or renting plant, buildings, machinery, tools, appliances, equipment or supplies and in installing, erecting, detaching and removing them; mining, milling, concentrating, rehabilitation, reclamation, and environmental protections and in the management of any work which may be done on the Property or in any other respect necessary for the due carrying out of the prospecting, exploration and development work;
- (v) **“Mining Rights”** includes mineral rights and the right to conduct Mining Operations on the Property and further includes the meanings and rights attributed to Mining Rights under the *Mining Act, R.S.O. 1990, c.M-14* and amendments thereto;
- (vi) **“Net Smelter Returns”** means the actual proceeds derived from any mint, mill, smelter, refinery or purchaser for the sale of ores, metals or concentrates produced from the Property and sold, after deducting from such proceeds the following charges to the extent that they were not deducted by the purchaser in computing payment: all reasonable smelting and refining charges, cost of transportation of ores, metals or concentrates from the mining property to any mint, mill, smelter or other purchaser, insurance of such ores, metals or concentrates;
- (vii) **“Property”** means all of the unpatented mining claims or other mineral tenure as more particularly described in Schedule “A” including all Mining Rights thereunder; and
- (viii) **“Production Royalty”** means the payments required to be paid pursuant to section 12.

- (b) **Headings.** The headings of this Agreement and the schedules are solely for convenience of reference and do not affect the interpretation of it or define, limit or construe the contents of any provision of this Agreement.
- (c) **Number and gender.** Words importing the singular number shall include the plural and vice versa, words importing the neuter gender shall include the masculine and feminine genders, and words importing persons shall include firms and corporations and vice versa.
- (d) **Governing law.** This Agreement and the rights and obligations and relations of the parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (but without giving effect to any conflict of law rules). The parties agree that the courts of Ontario shall have jurisdiction over any action or other legal proceedings based on any provisions of this Agreement. Each party attorns to the jurisdiction of the courts of the Province of Ontario.
- (e) **Currency.** All references to currency in this Agreement are references to Canadian currency.
- (f) **Further Assurances.** Each party hereto agrees from time to time, subsequent to the date hereof, to execute and deliver or cause to be executed and delivered to the others of them such instruments or further assurances as may, in the reasonable opinion of either of them, be necessary or desirable to give effect to the provisions of this Agreement or as may be reasonably required for registering or recording changes in ownership interests in the Property.
- (g) **Schedules.** The following are schedules attached and incorporated in this Agreement by reference and are deemed to be a part hereof:

Schedule "A" - Property

- (h) **References.** Unless otherwise stated, a reference to a numbered or lettered paragraph refers to the paragraph bearing that number or letter in this Agreement. A reference to this Agreement or in this Agreement means this Agreement including the schedules, together with any amendments.
2. **Rheingold's Representations.** Rheingold hereby represents and warrants to the Optionor as of the date hereof that:
- (a) it has been duly incorporated and is a valid and subsisting body corporate under the laws of its jurisdiction of incorporation;
 - (b) it has duly obtained all necessary corporate and board of directors and other authorizations for its execution and performance of this Agreement;

- (c) it will not breach any other agreement or arrangement by entering into or performing this Agreement, and this Agreement has been duly executed and delivered by it and is valid and binding upon it in accordance with its terms;
- (d) the common shares of RHEINGOLD, when issued pursuant to section 5(a), will be duly authorized and validly issued as fully-paid and non-assessable shares and will be issued in compliance with applicable securities laws;
- (e) no proceedings are pending for, and it is unaware of any basis for the institution of any proceedings leading to, its dissolution or winding up or the placing of it in bankruptcy or its subjection to any other law governing the affairs of bankrupt or insolvent persons; and
- (f) it has full right, power and authority to enter into and accept the terms of this Agreement and to carry out the transactions contemplated herein.

3. ***Optionor's Representations and Warranties.*** The Optionor hereby represents and warrants to RHEINGOLD on the date hereof that:

- (a) it is the beneficial and registered or recorded owner of a one hundred percent (100%) interest in the Property;
- (b) the Property is in good standing, free and clear of all encumbrances;
- (c) the Property has been duly and validly located and recorded pursuant to the applicable legislation of the Province of Ontario constituting valid and subsisting Mining Rights and that the Property is in good standing with respect to property or mineral tax requirements;
- (d) the Optionor has the full and undisputed right to deal with the Property as provided for in this Agreement; and
- (e) the Property is not subject to any pending or threatened claims by any third party or any governmental agency.

4. ***Grant of Option to Earn Interest***

- (a) The Optionor hereby grants to RHEINGOLD the sole, exclusive, irrevocable and immediate right to acquire a one hundred percent (100%) interest in the Property from the Optionor (subject to the Production Royalty) by making the payments and share issuances described herein and by complying with the other terms and conditions of this Agreement.
- (b) Upon the full amount of the cash payments and shares set forth in section 5 having been paid and issued to the Optionor, the Optionor shall deliver to RHEINGOLD a signed transfer in proper registerable form ("**Transfer**") conveying all of the Optionor's right, title and interest in the Property (other than the Production Royalty) to RHEINGOLD. The Transfer shall be prepared by and at the expense of

RHEINGOLD.

- (c) Upon execution of this Agreement, RHEINGOLD may register this Agreement or notice of this Agreement against title to the Property.
5. **Exercise of Option.** In order to maintain the Option in good standing, RHEINGOLD must, upon completion of normal and reasonable due diligence:
- (a) **Share Issuances:** issue 150,000 common shares of Rheingold Exploration Corp. to Rubicon Minerals Corporation and deliver such shares to Perry Vern English (for his subsequent delivery to Rubicon Minerals Corporation) in accordance with the following schedule:
- (i) 50,000 common shares within ten (10) days of the date of this Agreement (the “**Initial Grant**”);
 - (ii) 50,000 additional common and shares on the **first** anniversary date of the Initial Grant;
 - (iii) 50,000 additional common shares on the **second** anniversary date of the Initial Grant;
- (b) **Cash Payments:** make five (5) cash payments to Perry Vern English (for his subsequent delivery to Rubicon Minerals Corporation) totalling \$105,000 Canadian Dollars in accordance with the following schedule:
- (i) \$15,000 on signing of this Agreement (the “**Initial Payment**”);
 - (ii) an additional \$15,000 on the **first** anniversary date following the Initial Payment;
 - (iii) an additional \$20,000 on the **second** anniversary date following the Initial Payment;
 - (iv) an additional \$25,000 on the **third** anniversary date following the Initial Payment; and
 - (v) an additional \$30,000 on the **fourth** anniversary date following the Initial Payment.
6. **Registration of Transfer.** Upon the full amount of the cash payments and shares set forth in section 5 having been paid and issued to the Optionor, RHEINGOLD shall be entitled, without further notice, to register the Transfer, vesting one hundred percent (100%) interest in the Property to RHEINGOLD.
7. **Termination of Option.** Except for the Initial Grant and the Initial Payment, RHEINGOLD does not, and will not at any time hereafter, have any obligation to incur any additional share issuances or cash payments pursuant to section 5 or to exercise the Option and nothing in

this Agreement shall be construed as creating any such obligation. The Optionor will retain all share issuances and cash payments that have been made to it under section 5, the Option and this Agreement will terminate and RHEINGOLD will not retain interest in the Property if RHEINGOLD has not complied with its obligations under this Agreement.

8. **Acceleration.** RHEINGOLD at its sole discretion may make any of the payments and issuance of shares described in section 5 on dates that are earlier in time from the dates specified in section 5.
9. **Working Rights.** During the currency of the Option, RHEINGOLD shall have the sole and exclusive right to enter on and conduct the Mining Operations on the Property as RHEINGOLD in its sole discretion may decide. RHEINGOLD shall have quiet and exclusive possession of the Property from the date of this Agreement and thereafter while the Option remains in good standing, with full power and authority to RHEINGOLD, its servants, agents, workers or contractors, to carry on Mining Operations in searching for Minerals in such manner as RHEINGOLD in its discretion may determine, including the right to erect, bring and install on the Property all buildings, plant, machinery, equipment, tools, appliances or supplies as RHEINGOLD shall deem necessary and proper and the right to remove there from reasonable quantities of rocks, ores and Minerals and to transport them for the purposes of sampling, metallurgical testing and assaying. All Mining Operations conducted by RHEINGOLD shall be in accordance with good exploration, development and mining practice, and in compliance with all applicable legislation and health safety standards.
10. **Indemnity.** RHEINGOLD shall indemnify and save the Optionor harmless from and against all losses, liabilities, claims, demands, damages, expenses, suits, injury or death in any way referable to Mining Operations conducted on the Property provided that, the Optionor shall not be indemnified for any loss, liability, claim, demand, damage, expense, injury or death resulting from the negligence or wilful misconduct of the Optionor or its employees, agents or contractors.
11. **Covenants of RHEINGOLD.**

During the term of this Agreement RHEINGOLD shall:

- (a) comply with all applicable laws, regulations, by-laws, rules, orders and ordinances whether federal, provincial or municipal, with respect to its Mining Operations hereunder, including discharging the duty to consult with all First Nations groups;
- (b) conduct all Mining Operations in accordance with Environmental Standards;
- (c) conduct all Mining Operations and supervise the operation of all contractors and or sub-contractors in, on and under the Property in a careful manner and in accordance with good mining practice and in compliance with all applicable laws and, without limiting the generality of the foregoing RHEINGOLD shall on the completion of its work or at the end of the term of this Agreement leave the Property in a safe condition with any and all openings safeguarded in accordance with the provisions of all applicable legislation, regulations and other laws affecting them;

- (d) subject to the other provisions of this Agreement, RHEINGOLD shall have complete discretion and control with respect to all Mining Operations carried out on the Property provided, however, that all Mining Operations on the Property shall be conducted in a manner which will cause the least damage and defacement practicable under the circumstances. All access roads shall be set out in consultation with the Optionor and both parties will make their best efforts to co-operate so as to enable RHEINGOLD to conduct its operations in a reasonable manner while minimizing the damage and interference to the Property and to any timber resources thereon. RHEINGOLD shall reimburse the Optionor or compensate it for all actual physical damage to the Property and actual damages to improvements, roads, wells, crops, timber, grass and livestock resulting from RHEINGOLD's operations. Upon completion of its work or at the end of the term of this Agreement RHEINGOLD shall restore and remediate the Property in accordance with good mining practices so as to minimize permanent damage or interference with the Property;
- (e) pay or cause to be paid all workmen's wages and for all materials, supplies and services delivered to or performed on or respect of the Property, so as to avoid any woodsman, builders, or construction liens from arising;
- (f) pay all timber dues or other assessments or charges which may be levied or imposed under any statutory provision or otherwise arising, as a consequence of the harvesting of any timber resources from the Property;
- (g) maintain the Property in good standing by doing all assessment work, recording all exploration and development work done on the Property in accordance with the requirements of the *Mining Act, R.S.O. 1990, c.M-14* and amendments thereto, paying all exploration licenses fees and by doing all other acts and things that may be necessary in that regard until the termination or expiration of the Agreement or the abandonment of rights and options granted hereunder; and
- (h) abide by all directions of the relevant Minister or any other governmental authority having jurisdiction over its operations hereunder.

12. ***Production Royalties.*** If RHEINGOLD acquires the Property and begins commercial production on any part of the Property, RHEINGOLD shall pay to the Optionor a royalty (“**Production Royalty**”) calculated at two percent (2%) of the Net Smelter Returns as defined, calculated and set forth herein.

13. ***Accounting and Payment of Production Royalty.***

- (a) While the Production Royalty remains payable hereunder, RHEINGOLD shall not later than thirty (30) days after the end of each quarter of each calendar year render to the Optionor an interim statement of account in reasonable detail which statements shall be accompanied by the payment of the Production Royalty payable pursuant to this Agreement for the previous quarter.
- (b) When all Minerals in any calendar year in which the Production Royalty remains payable have been sold and the revenues and expenditures determined,

RHEINGOLD shall, within sixty (60) days after the termination of such calendar year, render a final statement of account in reasonable detail together with the payment of the balance if any, of the Production Royalty for such previous year.

- (c) If any amounts have been paid in excess of those to which the Optionor is entitled under the terms of this Agreement in any year, the equivalent amount shall be deducted from the next Production Royalty payment or payments. All payments not made to the Optionor within the time periods set forth herein shall bear interest at the prime rate plus one percent (1%).
14. **Production Royalty Buy-Back.** RHEINGOLD or its assigns shall have the right at any time to purchase from the Optionor one-half (1/2) of the two percent (2%) Net Smelter Returns Production Royalty by way of a one time payment to the Optionor of the sum One Million Dollars (\$1,000,000) in Canadian funds. Upon such purchase and payment being made, the Production Royalty shall thereafter be calculated as being reduced to one percent (1 %) of the Net Smelter Returns.
15. **Abandonment.** RHEINGOLD may at any time, prior to exercise of the Option, abandon any one or more of the claims which comprise the Property, and such claims shall upon notice to the Optionor be deemed to be thereafter excluded from the Property. After the Option is exercised and the Property is transferred into the name of RHEINGOLD, RHEINGOLD shall have the unfettered right at any time to surrender all or any of the mineral claims comprising the Property (the “**Surrendered Property**”) by delivering a notice in writing of its intention to do so to the Optionor at least forty-five (45) days prior to the proposed surrender, such notice to list the proposed Surrendered Property. If, within thirty (30) days of receipt of such notice, Optionor delivers to RHEINGOLD a notice (the “**Reacquisition Notice**”) stating its desire to reacquire one or more of the mineral claims comprising the Surrendered Property, RHEINGOLD will transfer the mineral claims comprising such of the Surrendered Property to Optionor as Optionor has set forth in the Reacquisition Notice. Upon surrender of any of the Surrendered Property not retransferred to the Optionor, RHEINGOLD will have no further obligations in respect of the Surrendered Property, save and except as set forth in section 11(c) with respect to that portion of the Surrendered Property, if any, being transferred to Optionor.
16. **Assignment.** While this Agreement remains in effect either party may sell, assign or otherwise transfer all or part of its rights and obligations under this Agreement and the Property upon the written consent of the other, not to be unreasonably withheld, provided that if a party wishes to sell, assign or otherwise transfer all or part of its rights under this Agreement, including any interest in the Property (“**Assignment**”) to a purchaser, assignee or transferee (“**Assignee**”) that is not a party to this Agreement, then such Assignee shall enter into an Agreement with the other parties to this Agreement concurrent with such Assignment containing:
- (a) a covenant of such Assignee to be bound by this Agreement to the same extent as if this Agreement had been originally executed by the assigning party and the Assignee as joint and several obligors making joint and several covenants; and

- (b) a provision subjecting any further Assignment to the restrictions contained in this section 16,

and the assigning party shall thereupon be relieved from all obligations in respect of such part of its assigned interest which thereafter accrue under this Agreement.

17. **Buildings and Equipment:** In the event that RHEINGOLD abandons the working right and option granted to it herein, all buildings, plant, equipment, machinery, tools, appliances and supplies which RHEINGOLD may have brought onto the Property, either before or during the period of the working right and option, may be removed by RHEINGOLD at any time not later than nine (9) months after the abandonment of the working right and option. Any buildings, plant, equipment, machinery, tools, appliances and supplies left on the Property during the nine (9) month period shall be at RHEINGOLD's sole risk and, if not removed after the nine (9) month period, shall become the Property of the Optionor. During the currency of the option, the Optionor shall not remove from the Property any of RHEINGOLD's buildings, plant, equipment, machinery, tools, appliances and/or supplies.
18. **Information.** If RHEINGOLD abandons the Option, RHEINGOLD shall, on request, provide to the Optionor with a copy of all non-interpreted reports, maps, plans, drill logs and surveys of all work pertaining to the Property provided that RHEINGOLD does not warrant the accuracy of such reports, maps, plans, drill logs and surveys and shall not be liable for any inaccuracies contained in them. RHEINGOLD agrees that the Optionor may disclose the details of this Agreement to its advisors and to governmental, regulatory or First Nations groups.
19. **Press Releases.** RHEINGOLD shall review any press release that refers to this Agreement or the subject matter of this Agreement with the Optionor prior to its release by sending emails to:

Perry English: penglish@mymts.net

David Adamson: davidad@rubiconminerals.com

Glenn Kumoi: gkumoi@rubiconminerals.com

and for clarity, shall not issue any press release that refers to this Agreement or the subject matter of this Agreement without prior written approval of the Optionor. The Optionor will take all reasonable efforts to send comments that it may have regarding any press release received from RHEINGOLD to RHEINGOLD by email within forty eight (48) hours of receipt of such press release.

20. **Notices.** All payments and communications which may be or are required to be given by either party to the other shall (in the absence of any specific provision to the contrary) be in writing and delivered, faxed, emailed or sent by courier or prepaid registered mail to the parties, at their following respective addresses and fax numbers:

RHEINGOLD:

RHEINGOLD EXPLORATION CORP.
P.O BOX 1142
Ft Langley, BC V1M 2S5

Fax No: (604) 688-0426
e-mail: Pedersen@tribuneventures.com

Optionor:

Mr. Perry English, for and on behalf of
Rubicon Minerals Corporation
P. O. Box 414
Souris, Manitoba, ROK 2CO

Fax No: 204-483-0299
e-mail: penglish@mymts.net

With a copy by email to: Mr. Glenn Kumoi
Vice President General Counsel
e-mail: gkumoi@rubiconminerals.com


And if any payment or communication is sent by courier or prepaid registered mail, it shall, be conclusively deemed to have been received on the third (3rd) business day following the mailing of it and, if delivered, emailed or telecopied, it shall be conclusively deemed to have been received at the time of delivery or transmission. Notwithstanding the foregoing provisions with respect to mailing, in the event that it may be reasonably anticipated that, due to any strike, lock-out or similar event involving an interruption in postal service, any payment or communication will not be received by the addressee by no later than the third business day following the mailing of it, then the mailing of any payment or communication must then be sent by an alternative means of transportation which it may reasonably be anticipated will cause the payment or communication to be received reasonably expeditiously by the addressee. Either party may from time to time change its address by notice to the other in accordance with this paragraph.

21. **Further Assurances and Covenants.** Each party shall execute such deeds, documents and give such other further assurances as are necessary or appropriate in connection with the performance of its obligations under this Agreement and to facilitate the acquisition of any and all necessary regulatory approvals.
22. **Time of the Essence.** Time shall be the essence in the performance of this Agreement.
23. **Benefit of Successors.** This Agreement shall enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and assigns.

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IN WITNESS WHEREOF the parties have signed and sealed this Agreement.

RHEINGOLD EXPLORATION CORP.



Authorized Signatory

Paul E. Pedersen

Name

June 13, 2011

Date

RUBICON MINERALS CORPORATION

Signature

Perry Vern English

Print Name

Agent for Rubicon Minerals Corporation

Date

IN WITNESS WHEREOF the parties have signed and sealed this Agreement.

BRIDGOLD EXPLORATION CORP.


Authorized Signatory

Paul E. Pedersen
Name

June 13, 2011
Date

REBICON MINERALS CORPORATION


Signature

Perry Vera English
Print Name

Agent for Rebricon Minerals Corporation
Date June 17, 2011

SCHEDULE "A"

Patullo Property

Mineral claims located in the Patullo and Tait townships of Ontario

CLAIM NUMBER	NUMBER OF UNITS	EXPIRARY DATE
4200483	2	November 22, 2013
4200484	12	November 22, 2013
4205807	6	November 22, 2013
4205808	8	November 22, 2013