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DIAMOND DRILL REPORT

MISHI CLAIM (377)

SAULT STE-MARIE MINING DISTRICT

NORTH-CENTRAL ONTARIO

42C/03

For

WESDOME GOLD MINES LTD

By Daniel Lapointe M. Sc., P. Geo, Manuel Huamali B. Sc., Samuel Tyler B. Sc.

January 25th, 2016

Table of Contents

1. Introduction 3

2. Claims and Location 3

3. Geologic Setting 6

4. Work Activity 7

5. Results 10

6. Budget Expenditures 13

7. Conclusion 14

Appendices 15

Appendix 1 – Mining Leases Dispositions & Claims Information

Appendix 2 – Proof of Amalgamation

Appendix 3 – Diamond Drill Logs

Appendix 4 – Assay Certificates

Appendix 5 – Geological Legend for Sections

Appendix 6 – Map and Sections 1:1000

List of Figures and Tables

Fig. 1 - Property location 3

Fig. 2 – Mishibishu area claims 4

Fig. 3 – Regional geology 6

Fig. 4 – Surface projection of drill holes 8

Fig. 5 – Section 3525 E 9

Fig. 6 – Section 3600 E 9

Table 1. List of Claims 5

Table 2. Summary of drilling activity, November 2015 10

Table 3. Location of diamond drill collars 10

Table 4. Downhole survey data 11

Table 5. Sampling highlights 13

Table 6. Expenses 13

1.0 Introduction

In 2015, WESDOME GOLD MINES LIMITED (WESDOME) drilled diamond drill holes to test for deep extension of its Mishi deposit. Wesdome also acquired 5 mining claims adjacent to its properties from Trelawney Mining and Exploration Inc. The diamond drill program was done following the acquisition in order to transfer exploration work to the newly acquired claims.

2.0 Claims and Location

The properties are located in north central Ontario (Fig 1) 50km west of Wawa, ON, and 60km southeast of Hemlo, ON. Road access is available from Highway 17 through Paint Lake Road at kilometer 970. Mishi road is approximately 50 km down Paint Lake Road.

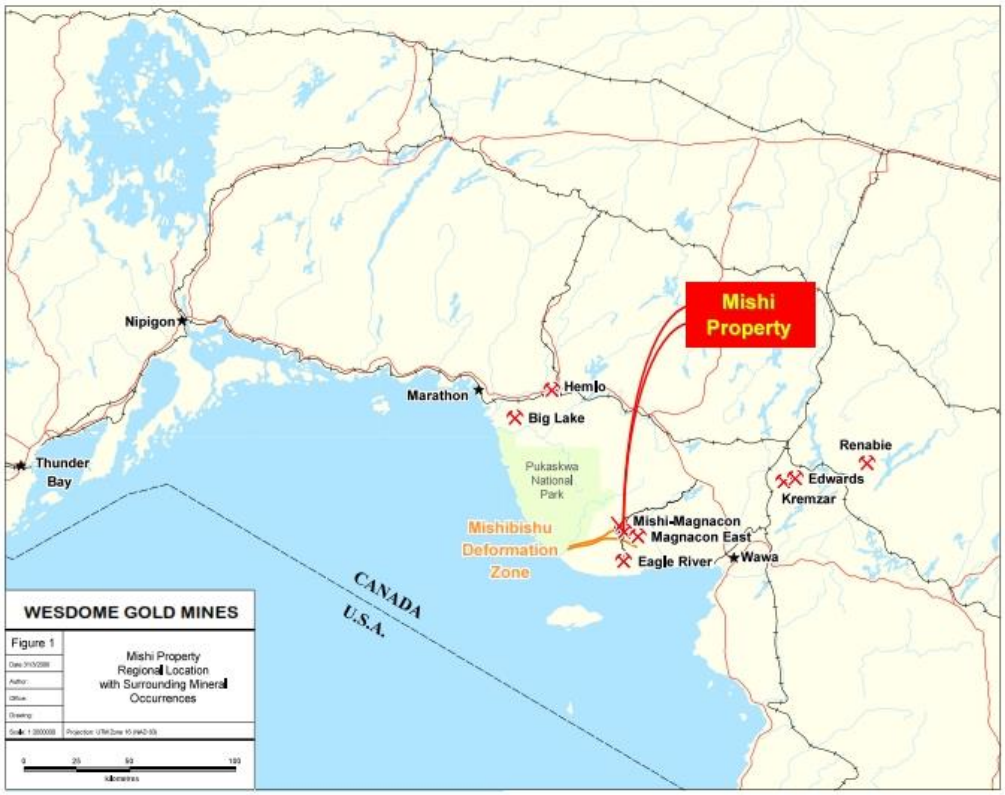

Figure 1. Property location

The Wesdome properties in the Mishibishu area consist of a series of 29 contiguous mining leases and 5 adjacent mining claims (Figure 2).

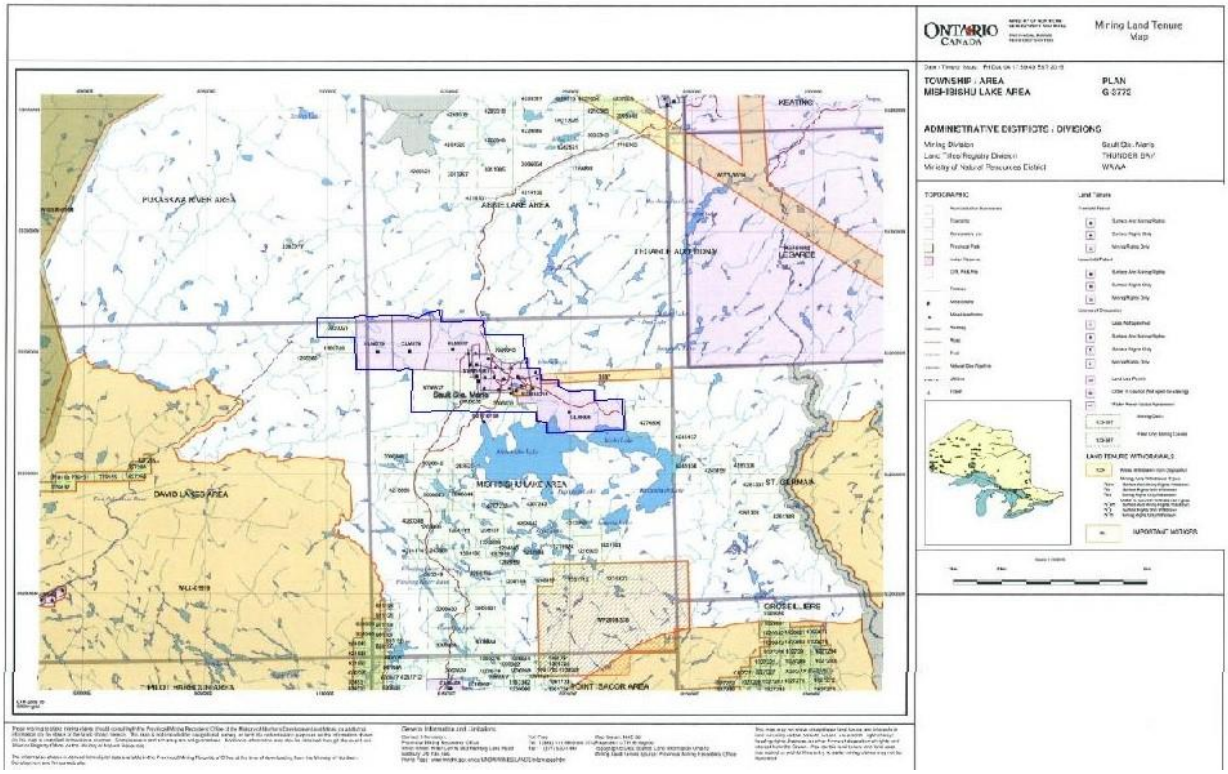

Figure 2. Mishibishu area claims

All claims are listed in table 1 and there disposition, when available, is presented in appendix 1. All claims are 100% owned by Wesdome, although some are listed under Windarra Minerals Ltd, but Windarra is 100% owned by Wesdome. Proof of ownership is presented in appendix 2.

WESDOME GOLD MINES LTD			
LIST OF CLAIMS MISHIBISHU AREA			
NUMBER	STATUS	PROPERTY	HOLDERS
404	MINING LEASE	MAGNACON EAST	WESDOME
11551	MINING LEASE	MAGNACON	WESDOME
11552	MINING LEASE	MAGNACON	WESDOME
11553	MINING LEASE	MAGNACON	WESDOME
12264	MINING LEASE	MAGNACON	WESDOME
12265	MINING LEASE	MAGNACON	WESDOME
12266	MINING LEASE	MAGNACON	WESDOME
12267	MINING LEASE	MAGNACON	WESDOME
12268	MINING LEASE	MAGNACON	WESDOME
12269	MINING LEASE	MAGNACON	WESDOME
12270	MINING LEASE	MAGNACON	WESDOME
14320	MINING LEASE	MAGNACON	WESDOME
14321	MINING LEASE	MAGNACON	WESDOME
14323	MINING LEASE	MAGNACON	WESDOME
14858	MINING LEASE	MAGNACON	WESDOME
14867	MINING LEASE	MAGNACON	WESDOME
14868	MINING LEASE	MAGNACON	WESDOME
14869	MINING LEASE	MAGNACON	WESDOME
15216	MINING LEASE	MAGNACON	WESDOME
841001	MINING LEASE	MAGNACON	WESDOME/WINDARRA
841162	MINING LEASE	MAGNACON	WESDOME/WINDARRA
841163	MINING LEASE	MAGNACON	WESDOME/WINDARRA
847670	MINING LEASE	MAGNACON	WESDOME/WINDARRA
847671	MINING LEASE	MAGNACON	WESDOME/WINDARRA
847672	MINING LEASE	MAGNACON	WESDOME/WINDARRA
847674	MINING LEASE	MAGNACON	WESDOME/WINDARRA
377	MINING LEASE	MISHI	WESDOME
378	MINING LEASE	BIG WILD CAT	WINDARRA
379	MINING LEASE	BIG WILD CAT	WINDARRA
3006837	MINING CLAIM	BIG WILD CAT	WESDOME
3006838	MINING CLAIM	BIG WILD CAT	WESDOME
3006839	MINING CLAIM	BIG WILD CAT	WESDOME
3006845	MINING CLAIM	BIG WILD CAT	WESDOME
3020021	MINING CLAIM	BIG WILD CAT	WESDOME

Table 1. List of claims

3.0 Geologic Setting

The Mishi and Magnacon land position covers a 10km strikelength of a sheared and altered volcano-sedimentary sequence which hosts several known gold occurrences and is situated 15km north of the Eagle River Mine.

The properties cover a portion of the northern limb of the Mishibishu greenstone belt which is part of the Abitibi Subprovince of the Superior Structural Province of the Canadian Shield. Supracrustal rocks belong to the Mishi Assemblage (Figure 3). This south-facing sequence is dominated by submarine mafic volcanic rocks in contact with epiclastic volcanic and sedimentary rocks to the south.

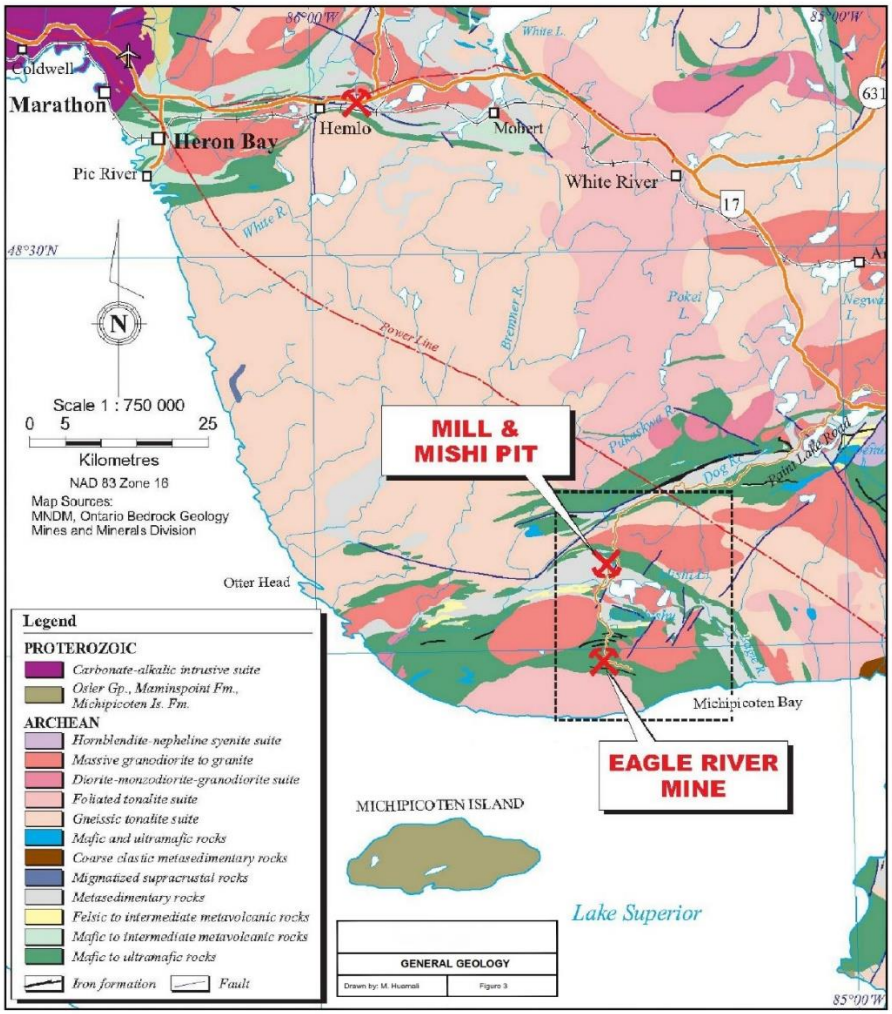

Figure 3. Regional geology

These rocks strike northwest-southeast and dip 40° north. A regional zone of ductile deformation called the Mishibishu Deformation Zone traverses the properties and is localized along the volcanic-sedimentary contact. These Archean supracrustal rocks are crosscut by a series of northeast and northwest trending crossfaults and fractures which are commonly occupied by Proterozoic diabase dykes.

In the Mishi Mine area, mineralization is characterized by disseminated pyrite in ankerite-sericite alteration zones accompanied by 10% irregular smokey quartz vein stringers and lenses. A series of at least eight tabular, en echelon lenses (M2, M4, M6, M8, M10, M12, M14, M16 zones) have been identified to date the southernmost of which comes to surface and hosts the bulk of reserves. M2 and M6 are currently under active development and remain to be defined at depth. As the pit is deepened, parallel zones to the north will contribute to the bulk of production in the first two years. The lenses plunge northeast at 40 degrees.

4.0 Work Activity

Following the main 2015 shallow definition drilling program at Mishi, an additional 2400m of drilling was planned to investigate the continuity of the M2 and M6 zones at depth. Six drill holes were planned over two sections spaced 75m apart with depths ranging from 240 to 460m located 300 to 500m north of Mishi Mine. Machines Roger International of Val d'Or, QC, were contracted for drilling and arrived on site to commence work November 4th 2015. Upon recovery, drill cores were processed at the Mishi core shack. Drilling activities finished November 13th 2015 and core description and sampling were completed by December 9th 2015.

5 of the drill holes are located on section 3525E and 1 on section 3600E (Figure 4). Sections are presented in figures 5 and 6. All maps and sections are available as a pdf at 1:1000 scale.

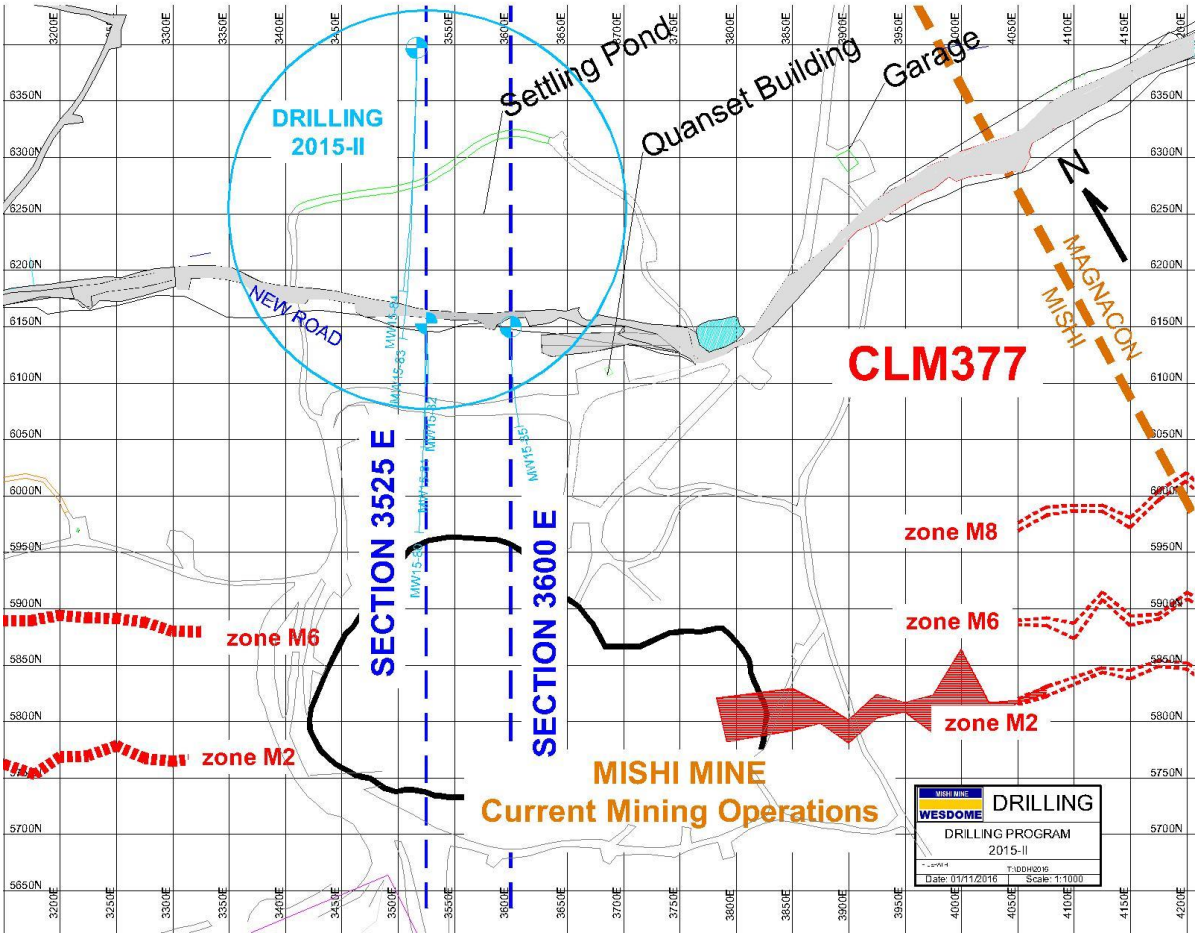

Figure 4. Surface projection of drill holes

Single shot Reflex tests were performed throughout the campaign with a first shot around 20m and every 50m further down the holes. Results are presented in table 4. These deviations have been used to project borehole traces in plan view and sections. The uncorrected magnetic value seem regular suggesting little error on the azimuth observed.

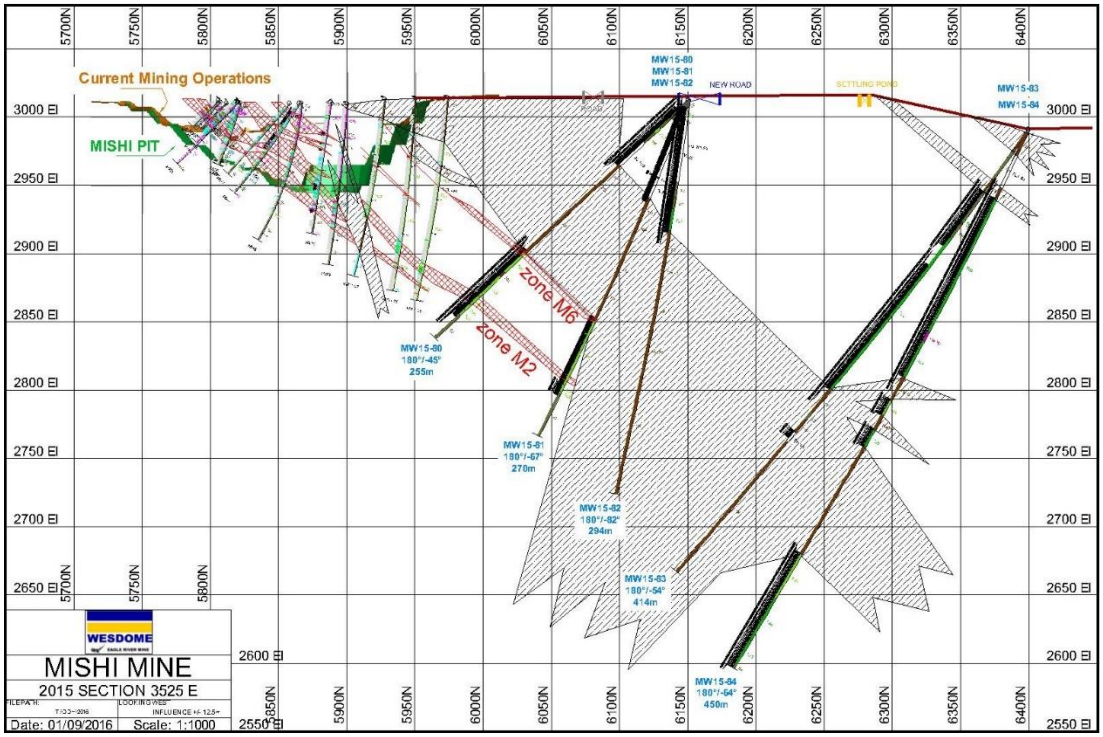

Figure 5. Section 3525E

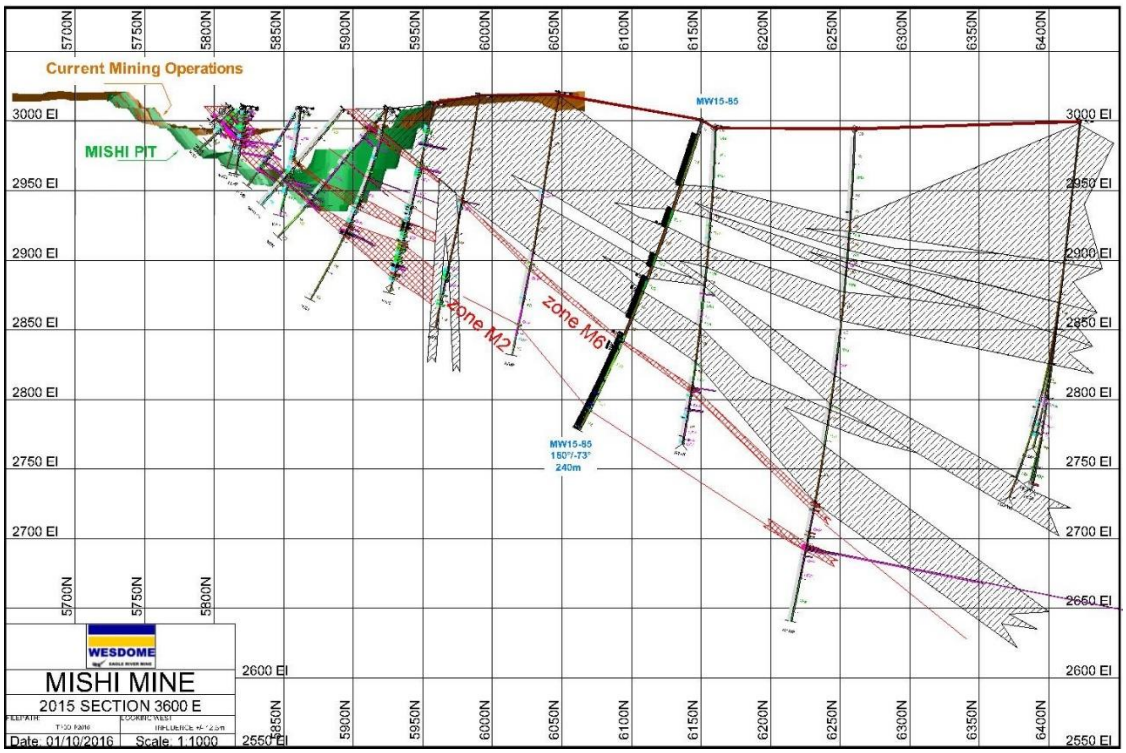

Figure 6. Section 3600E

5.0 Results

WESDOME EAGLE RIVER MINE	PROGRAM SUMMARY MISHI WEST NOVEMBER 2015 DRILL PROGRAM											
Hole #	Easting	Northing	Claim #	Azimuth	Dip	Length	Tests	Samples	QA/QC	Collared	Completed	Described
MW15-80	3525	6150	377	180	-45	255	6	185	30	6/11/2015	7/11/2015	9/11/2015
MW15-81	3525	6150	377	180	-67	270	6	146	24	7/11/2015	9/11/2015	18/11/2015
MW15-82	3525	6150	377	180	-82	294	7	125	21	9/11/2015	12/11/2015	21/11/2015
MW15-83	3517	6399	377	180	-54	414	9	240	39	14/11/2015	17/11/2015	25/11/2015
MW15-84	3517	6399	377	180	-64	459	11	368	63	17/11/2015	21/11/2015	7/12/2015
MW15-85	3600	6150	377	180	-73	240	5	177	30	12/11/2015	13/11/2015	9/12/2015
MW15-86	3600	6350	377	180	-80	CANCELLED						
TOTAL						1932		1241	207			

Table 2: Summary of drilling activity, November 2015

Mishi DDH November 2015 Locations							
LOCAL COORDINATES				UTM COORDINATES			
Hole #	Easting	Northing	Elevation	Hole #	Easting	Northing	Elevation
MW 15-80	3525.0	6153.7	2998.1	**MW 15-80**	615297.4	5330045.9	452.4
MW 15-81	3525.0	6153.7	2998.1	**MW 15-81**	615297.4	5330045.9	452.4
MW 15-82	3525.0	6153.7	2998.1	**MW 15-82**	615297.4	5330045.9	452.4
MW 15-83	3516.4	6397.2	2990.9	**MW 15-83**	615401.7	5330266.5	445.4
MW 15-84	3516.5	6397.7	2991.0	**MW 15-84**	615401.5	5330266.2	445.3
MW 15-85	3599.9	6149.9	2996.9	**MW 15-85**	615362.2	5330008.1	451.2

Table 3. Location of diamond drill collars

Whole core samples were taken for holes MW15-80, MW15-82, MW15-83, and MW15-84 leaving no remaining core for storage. Half core samples were taken for holes MW15-81 and MW15-85 and the representative core is currently stored at the Mishi core shack. Core samples were processed by fire assay with a gravimetric finish at the Wesdome assay lab in Wawa, ON. Check assays were performed for any assays returning over 4ppm Au. A total of 1241 samples were processed over the course of the November program. Sample rejects are currently stored both at the Wesdome assay facility in Wawa and on site at Mishi Mine. Sampling was carried out in accordance with Wesdome Quality Assurance and Quality Control (QA/QC) protocols to ensure assay data integrity. Blank and standard samples were inserted into the sample sequence at regular intervals. Fresh diabase intercepted or fresh diorite from Eagle River

underground mine were used as blanks. Field duplicates were taken for processing at an independent assay lab. Field duplicates were processed by fire assay with atomic absorption finish at the Actlab's TechniLab assay lab, Val d'Or, QC. Check assays with a gravimetric finish were run for any field duplicate returning over 4000ppb Au. A total of 207 QA/QC samples were processed in addition to the 1241 samples in the regular series.

WESDOME EAGLE RIVER MINE

REFLEX TEST RESULTS
MISHI WEST
NOVEMBER 2015 DRILL PROGRAM

Hole #	Depth	Azimuth	Dip	Mag
MW15-80	27	180.1	-43	56648
	78	182.6	-43	56159
	129	181.4	-43	56171
	180	182.8	-43	56190
	228	183.5	-44	56439
	255	183.6	-43	56339
MW15-81	21	182.8	-68	56477
	72	181.5	-67	56644
	126	N/A*	-66	46335
	174	179	-65	56913
	225	179.3	-64	56519
	270	182.3	-63	56477
MW15-82	21	182.2	-82	56849
	72	178.5	-91	56842
	123	174.6	-80	56400
	174	176.9	-78	56523
	225	179.7	-78	57046
	276	179.3	-77	57545
	294	181.8	-77	57111
MW15-83	18	182	-55	58944
	69	181.3	-54	56558
	120	182.7	-53	56490
	171	181.3	-51	56557
	222	181.6	-50	56591
	273	182.8	-50	56521
	324	183.5	-50	56714
	375	186.1	-49	55667
	414	187.1	-49	56653

Hole #	Depth	Azimuth	Dip	Mag
MW15-84	18	178.6	-65	57396
	21	180.7	-65	57145
	69	181.7	-64	56876
	120	181.4	-63	56880
	171	182	-61	57163
	222	182.9	-61	56798
	273	183.6	-59	56420
	324	184.5	-60	56707
	375	185.5	-59	56210
	426	185.4	-59	56971
	450	185.8	-59	56687
MW15-85	24	181.3	-72	56491
	75	177.7	-71	56583
	126	174.1	-68	56524
	177	173.4	-66	56737
	240	170	-61	56664

** Indicates bad test*

Table 4: Downhole survey data

Azimuths presented in this table are corrected for the local grid coordinates. A difference of 30° has been established relative to true north. Most of our holes drilled @ 180° are actually @ 210°.

M2 and M6 zone mineralization was observed as expected in holes MW15-80 and MW15-81 based on zone projections. The zones are characterized by moderate to strong ankerite-sericite alteration and smokey quartz injections. The ribboned alteration defines a strong foliation. Grey quartz injections are generally seen as lenses but may take the form of larger irregular gashes. Chlorite/sericite ribbons and patches of ankerite alteration are common within the quartz and on the margins of lenses and gashes. Sulphide content is typically limited to 1-2% disseminated and locally banded pyrite with or without pyrrhotite. Other accessory minerals in high grade zones include chalcopyrite, galena and sphalerite. Some good intersections were encountered including 3.758ppm Au over 4.24m true width (M6, 163.2 to 167.5m, MW15-80) and 2.773ppm Au over 2.89m true width (M6, 174 to 177m, MW15-81). Results from holes MW15-82, MW15-83, MW15-84, and MW15-85, however, were far less promising. A large gabbro expected to keep a regular dip to the north seem to cut the veins to the north on section 3525E, suggesting possible a second mafic intrusive cutting all units striking more northerly and dipping to the west. No recognizable evidence of M2 or M6 zones was observed at further depth. While a number of samples returned anomalous elevated Au, no significant intersections were encountered. Hole MW15-86 was cancelled based on the lack of results from these holes and poor terrain in the originally planned location. Best intercepts are presented in table 5.

WESDOME EAGLE RIVER MINE	SUB-ECONOMIC INTERSECTIONS MISHI WEST NOVEMBER 2015 DRILL PROGRAM					
Hole #	Zone	From	To	Core length	True width	Au (ppm)
MW15-80	M6	163.2	167.5	4.3	4.24	3.758
	M2	210	215.75	5.75	5.74	0.896
	M2	230.75	231.5	0.75	0.75	1.440
MW15-81	M6	174	177	3	2.89	2.773
	M4	187	188	1	0.97	1.320
	M2	220	225	5	4.73	0.817
	M2	228.5	229	0.5	0.47	1.240
MW15-82	NO SIGNIFICANT ASSAY RESULTS					
MW15-83	M14	160.5	161.25	0.75	0.75	1.040
	M12	189.75	190.5	0.75	0.75	1.640
MW15-84	M12	199	199.75	0.75	0.73	1.520
	M6	357.75	358.5	0.75	0.73	3.320
MW15-85	M6	168	169	1	0.96	1.120
	M2	223	224	1	0.96	1.320

Table 5: Sampling highlights

Complete logs and assay certificates are presented in appendices 3 and 4 respectively.

6.0 Budget Expenditures

WESDOME GOLD MINES LTD				
2015 DRILL EXPENSES				
DDH				$ 89,457.85
Room & board	5	19	$ 45.00	$ 4,275.00
Analysis	1379		$ 10.50	$ 14,479.50
	69		$ 18.50	$ 1,276.50
Staff	20		$ 300.00	$ 6,000.00
Supervision	5		$ 550.00	$ 2,750.00
Labour	20		$ 250.00	$ 5,000.00
Report	5		$ 550.00	$ 2,750.00
Fuel for drill				$ 15,302.00
Total				$ 141,290.85

Table 6. Expenses

7.0 Conclusion

Drill results show that mineralization is cut by diabase intrusive on section 3525E but is continuous on section 3600E. This demonstrate that ore grade mineralization can carry at depth but more detailed drilling will be necessary to establish its presence. The continuity of the mineralization can be altered by the presence of diabase or gabbroic dykes with variable distributions.

Respectfully submitted,

Daniel Lapointe, M. Sc.	Manuel Huamali, B. Sc.	Samuel Tyler, B.Sc.
Geologist	Geologist	Geologist

APPENDICE 1

MINING LEASE DISPOSITIONS & CLAIMS INFORMATION

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TENURE ATTRIBUTES

Tenure Type:	Lease	**Sub-TenureType:**	21 Year
Lease or Licence:	107260	**Tenure Rights:**	Mining Rights Only
Start Date:	1999-Sep-01	**Lease Expiry Date:**	2020-Aug-31

LAND ATTRIBUTES

Status:	Active	**Area in Hectares:**	580.882		
Township or Area:	MISHIBISHU LAKE AREA				
Description:	CLM404				
Location No:		**Section or Block No:**			
Survey Plan:	55R-11061	**Part on Plan:**	1	**CLM No:**	404
Land Registry Office:	THUNDER BAY	**Parcel No:**	3468LTB	**PIN No:**	62502-0016

Claim Numbers	Lot	Concession		Claim Numbers	Lot	Concession
SSM721981				SSM554649		
SSM554654				SSM721962		
SSM554647				SSM554664		
SSM586186				SSM554660		
SSM554662				SSM554652		
SSM553595				SSM529127		
SSM586184				SSM553592		

CLM404				SSM529129		
SSM554657				SSM586187		
SSM721963				SSM529128		
SSM554658				SSM721961		
SSM721980				SSM554645		
SSM721960				SSM554653		
SSM721977				SSM554656		
SSM554661				SSM554659		
SSM721979				SSM554655		
SSM529125				SSM554663		
SSM554648				SSM554650		
SSM586185				SSM553591		
SSM554651				SSM529126		
SSM554646				*** End of Claim Numbers ***		

OWNER ATTRIBUTES

Owner: WESDOME GOLD MINES LTD.
WINDARRA MINERALS LTD.

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TENURE ATTRIBUTES

Tenure Type:	Lease	**Sub-TenureType:**	21 Year
Lease or Licence:	107379	**Tenure Rights:**	Mining and Surface Rights
Start Date:	2002-Jan-01	**Lease Expiry Date:**	2022-Dec-31

LAND ATTRIBUTES

Status:	Active	**Area in Hectares:**		38.294	
Township or Area:	MISHIBISHU LAKE AREA				
Description:	SSM841001 ET AL				
Location No:		**Section or Block No:**			
Survey Plan:	55R-8308	**Part on Plan:**	1-6	**CLM No:**	
Land Registry Office:	THUNDER BAY	**Parcel No:**	3474TBL	**PIN No:**	62502-0017 (LT)

Claim Numbers	Lot	Concession		Claim Numbers	Lot	Concession
SSM841001				SSM847671		
SSM847672				SSM841162		
SSM841163				SSM847670		

OWNER ATTRIBUTES

Owner:	WESDOME GOLD MINES LTD.

WINDARRA MINERALS LTD.

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TENURE ATTRIBUTES

Tenure Type:	Lease	**Sub-TenureType:**	21 Year
Lease or Licence:	108268	**Tenure Rights:**	Mining and Surface Rights
Start Date:	2008-Nov-01	**Lease Expiry Date:**	2029-Oct-31

LAND ATTRIBUTES

Status:	Active	**Area in Hectares:**	2.631
Township or Area:	MISHIBISHU LAKE AREA		
Description:	SSM847674 Mining Claim SSM847674, designated as pt 7 on 55R8308, land & land under water		
Location No:		**Section or Block No:**	
Survey Plan:	55R-8308	**Part on Plan:** 7	**CLM No:**
Land Registry Office:	THUNDER BAY	**Parcel No:**	**PIN No:**

Claim Numbers	Lot	Concession		Claim Numbers	Lot	Concession
SSM847674				*** End of Claim Numbers ***		

OWNER ATTRIBUTES

Owner:	WESDOME GOLD MINES LTD. WINDARRA MINERALS LTD.

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Tenure Type:	Lease	**Sub-TenureType:**	21 Year
Lease or Licence:	109286	**Tenure Rights:**	Mining and Surface Rights
Start Date:	2012-Jun-01	**Lease Expiry Date:**	2033-May-31

LAND ATTRIBUTES

Status:	Active	**Area in Hectares:**	474.579		
Township or Area:	MISHIBISHU LAKE AREA				
Description:	CLM377 Mining Claims SSM601798 to SSM601802 (inclusive), SSM 601820 to SSM 601825 (incl.), SSM601844 to SSM601849 (incl.), SSM601866 to SSM601871 (incl.), SSM601887 to SSM601892 (incl.), SSM629245				
Location No:		**Section or Block No:**			
Survey Plan:	55R-8667	**Part on Plan:**	1	**CLM No:**	377
Land Registry Office:	THUNDER BAY	**Parcel No:**	3406LTB	**PIN No:**	62502-0023

Claim Numbers	Lot	Concession		Claim Numbers	Lot	Concession
SSM601866				SSM601824		
SSM601888				SSM601800		
SSM601868				SSM601871		
SSM601798				SSM601845		

SSM601891				SSM601892		
SSM601825				CLM377		
SSM601844				SSM601889		
SSM629245				SSM601849		
SSM601823				SSM601801		
SSM601846				SSM601848		
SSM601799				SSM601890		
SSM601869				SSM601870		
SSM601820				SSM601802		
SSM601887				SSM601821		
SSM601867				SSM601822		
SSM601847				*** End of Claim Numbers ***		

OWNER ATTRIBUTES

Owner: WESDOME GOLD MINES LTD.

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Explanatory Notes

TENURE ATTRIBUTES

Tenure Type:	Lease	**Sub-TenureType:**	21 Year
Lease or Licence:	109287	**Tenure Rights:**	Mining and Surface Rights
Start Date:	2012-Jun-01	**Lease Expiry Date:**	2033-May-31

LAND ATTRIBUTES

Status:	Active	**Area in Hectares:**	364.156		
Township or Area:	MISHIBISHU LAKE AREA				
Description:	CLM378 Mining Claims SSM601794 to SSM601797, SSM601816 to SSM601819, SSM601840 to SSM601843, SSM601862 to SSM601865, SSM601883 to SSM601886, SSM629238, SSM629239, SSM629242 and SSM69243: Land and land under water.				
Location No:		**Section or Block No:**			
Survey Plan:	55R-8668	**Part on Plan:**	1	**CLM No:**	378
Land Registry Office:	THUNDER BAY	**Parcel No:**	3409LTB	**PIN No:**	62502-0015 (LT)

Claim Numbers	Lot	Concession		Claim Numbers	Lot	Concession
SSM601842				SSM601819		
SSM601885				SSM601795		
SSM601883				SSM629238		

SSM601865				SSM601794		
SSM601862				SSM601797		
SSM601796				SSM601843		
SSM601864				SSM601817		
SSM601818				SSM629243		
SSM629239				SSM601841		
SSM601863				CLM378		
SSM601840				SSM629242		
SSM601884				SSM601886		
SSM601816				*** End of Claim Numbers ***		

OWNER ATTRIBUTES

Owner: WINDARRA MINERALS LTD.

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Mining Claim Dispositions

Explanatory Notes

TENURE ATTRIBUTES

Tenure Type:	Lease	**Sub-TenureType:**	21 Year
Lease or Licence:	109288	**Tenure Rights:**	Mining and Surface Rights
Start Date:	2012-Jun-01	**Lease Expiry Date:**	2033-May-31

LAND ATTRIBUTES

Status:	Active	**Area in Hectares:**	341.073		
Township or Area:	MISHIBISHU LAKE AREA				
Description:	CLM379 Mining Claims SSM601791 to SSM601793, SSM601813 to SSM601815, SSM601837 to SSM601839, SSM601859 to SSM601861, SSM601880 to SSM601882, and SSM601898 to SSM601900: Land and land under water.				
Location No:		**Section or Block No:**			
Survey Plan:	55R-8669	**Part on Plan:**	1	**CLM No:**	379
Land Registry Office:	THUNDER BAY	**Parcel No:**	3407LTB	**PIN No:**	62502-0014 (LT)

Claim Numbers	Lot	Concession		Claim Numbers	Lot	Concession
SSM601881				SSM601860		
SSM601899				CLM379		
SSM601900				SSM601880		
SSM601861				SSM601814		

SSM601791				SSM601859		
SSM601793				SSM601815		
SSM601882				SSM601813		
SSM601837				SSM601792		
SSM601839				SSM601898		
SSM601838				*** End of Claim Numbers ***		

OWNER ATTRIBUTES

Owner: WINDARRA MINERALS LTD.

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Ministry of Northern Development and Mines

Mining Claim Abstract

SAULT STE. MARIE - Division 50		Claim No: SSM 3006837	Status: ACTIVE
Due Date:	2016-Jan-26	**Recorded:**	2004-Jan-26
Work Required:	$ 6,400	**Staked:**	2004-Jan-12 16:00
Total Work:	$ 64,000	**Township/Area:**	MISHIBISHU LAKE AREA (G-3772)
Total Reserve:	$ 0	**Lot Description:**	
Present Work Assignment:	$ 6,947	**Claim Units:**	16
Claim Bank:	$ 0		

Claim Holders

Recorded Holder(s) Percentage	Client Number
WESDOME GOLD MINES LTD. (100.00 %)	116736

Transaction Listing

Type	Date	Applied	Description	Performed	Number
STAKER	2004-Jan-26		RECORDED BY HICKMAN, CLIFFORD NEIL (E34118)		R0450.00284
STAKER	2004-Jan-26		HICKMAN, CLIFFORD NEIL (303040) RECORDS 100.00 % IN THE NAME OF TEREX RESOURCES LIMITED (401592)		R0450.00285
WORK	2006-Jan-26	$ 4,000	WORK APPLIED (PDRILL) APPROVED: 2006-FEB-03		W0650.00164
OTHER	2006-Jan-26		WORK PERFORMED (AEM, AMAG) APPROVED: 2006-JAN-31	$ 3,756	Q0650.00166

WORK	2006-Jan-26	$ 3,756	WORK APPLIED (AEM, AMAG) APPROVED: 2006-JAN-31		W0650.00166
WORK	2007-Jan-22	$ 5,044	WORK APPLIED (ASSAY, PDRILL) APPROVED: 2007-APR-16		W0750.00161
TRAN	2007-Jan-22		TEREX RESOURCES LIMITED (401592) TRANSFERS 100.00 % TO TRELAWNEY RESOURCES INC. (402664)		T0750.00029
WORK	2007-May-15	$ 6,400	WORK APPLIED		W0750.00955
MISC	2007-May-22		WORK REPORT W0750.01141 REFUSED		M0750.00175
WORK	2008-Jul-08	$ 12,800	WORK APPLIED (ASSAY, PDRILL) APPROVED: 2008-SEP-17		W0850.01404
MISC	2009-May-13		CLIENT (402664) CHANGES NAME FROM TRELAWNEY RESOURCES INC. TO TRELAWNEY MINING AND EXPLORATION INC.		X0900.00025
ORDER	2011-Jan-21		RECORDER EXTENDS TIME UNTIL AND INCLUDING 2011-JUL-26 FOR WORK AND FILING THEREOF.		D1150.00020
OTHER	2011-Jun-28		WORK PERFORMED (ASSAY, PROSP) APPROVED: 2011-SEP-26	$ 1,218	Q1150.01479
WORK	2011-Jun-28	$ 1,218	WORK APPLIED (ASSAY, PROSP) APPROVED: 2011-SEP-26		W1150.01479
WORK	2011-Jul-25	$ 6,400	WORK APPLIED (PDRILL) APPROVED: 2011-SEP-14		W1150.01654
WORK	2011-Dec-19	$ 5,182	WORK APPLIED		W1150.02764
OTHER	2013-Jan-22		WORK PERFORMEDGPSG APPROVED: 2013-APR-17	$ 6,400	Q1350.00103
WORK	2013-Jan-22	$ 6,400	WORK APPLIEDGPSG APPROVED: 2013-APR-17		W1350.00103
WORK	2014-Jan-17	$ 6,101	WORK APPLIEDAMAG APPROVED: 2014-FEB-20		W1450.00073
WORK	2014-Jan-17	$ 299	WORK APPLIED		W1450.00082
OTHER	2014-Oct-10		WORK PERFORMEDASSAY, PDRILL APPROVED: 2014-OCT-14	$ 6,947	Q1450.01971
WORK	2015-Jan-23	$ 6,400	WORK APPLIEDASSAY, GEOL APPROVED: 2015-JAN-27		W1550.00186
OTHER	2015-May-01		WORK ASSIGNED		G1550.00964
TRAN	2015-Oct-13		TRELAWNEY MINING AND EXPLORATION INC. (402664) TRANSFERS 100.0 % TO WESDOME GOLD MINES LTD. (116736)		T1550.00251

Claim Reservations

01 400’ surface rights reservation around all lakes and rivers
02 Sand and gravel reserved
03 Peat reserved

04 Other reservations under the Mining Act may apply
05 Including land under water
06 Excluding road

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Mining Claim Abstract

SAULT STE. MARIE - Division 50		Claim No: SSM 3006838	Status: ACTIVE
Due Date:	2016-Jan-26	**Recorded:**	2004-Jan-26
Work Required:	$ 5,200	**Staked:**	2004-Jan-14 12:05
Total Work:	$ 52,000	**Township/Area:**	MISHIBISHU LAKE AREA (G-3772)
Total Reserve:	$ 0	**Lot Description:**	
Present Work Assignment:	$ 0	**Claim Units:**	13
Claim Bank:	$ 0		

Claim Holders

Recorded Holder(s) Percentage	Client Number
WESDOME GOLD MINES LTD. (100.00 %)	116736

Transaction Listing

Type	Date	Applied	Description	Performed	Number
STAKER	2004-Jan-26		RECORDED BY HICKMAN, CLIFFORD NEIL (E34118)		R0450.00284
STAKER	2004-Jan-26		HICKMAN, CLIFFORD NEIL (303040) RECORDS 100.00 % IN THE NAME OF TEREX RESOURCES LIMITED (401592)		R0450.00285
WORK	2006-Jan-26	$ 6,200	WORK APPLIED (PDRILL) APPROVED: 2006-FEB-03		W0650.00164
WORK	2007-Jan-22	$ 4,200	WORK APPLIED (ASSAY, PDRILL) APPROVED: 2007-APR-16		W0750.00161

TRAN	2007-Jan-22		TEREX RESOURCES LIMITED (401592) TRANSFERS 100.00 % TO TRELAWNEY RESOURCES INC. (402664)		T0750.00029
WORK	2007-May-15	$ 5,200	WORK APPLIED		W0750.00955
MISC	2007-May-22		WORK REPORT W0750.01141 REFUSED		M0750.00175
WORK	2008-Jul-08	$ 10,400	WORK APPLIED (ASSAY, PDRILL) APPROVED: 2008-SEP-17		W0850.01404
MISC	2009-May-13		CLIENT (402664) CHANGES NAME FROM TRELAWNEY RESOURCES INC. TO TRELAWNEY MINING AND EXPLORATION INC.		X0900.00025
OTHER	2010-Jul-23		WORK PERFORMED (ASSAY, PROSP) APPROVED: 2010-AUG-18	$ 580	Q1050.01806
ORDER	2011-Jan-21		RECORDER EXTENDS TIME UNTIL AND INCLUDING 2011-JUL-26 FOR WORK AND FILING THEREOF.		D1150.00020
OTHER	2011-Jun-28		WORK PERFORMED (ASSAY, PROSP) APPROVED: 2011-SEP-26	$ 1,116	Q1150.01479
WORK	2011-Jun-28	$ 1,116	WORK APPLIED (ASSAY, PROSP) APPROVED: 2011-SEP-26		W1150.01479
WORK	2011-Jul-25	$ 5,200	WORK APPLIED (PDRILL) APPROVED: 2011-SEP-14		W1150.01654
WORK	2011-Dec-19	$ 481	WORK APPLIED		W1150.02763
WORK	2011-Dec-19	$ 3,603	WORK APPLIED		W1150.02766
OTHER	2013-Jan-22		WORK PERFORMEDGPSG APPROVED: 2013-APR-17	$ 5,200	Q1350.00103
WORK	2013-Jan-22	$ 5,200	WORK APPLIEDGPSG APPROVED: 2013-APR-17		W1350.00103
WORK	2014-Jan-17	$ 5,200	WORK APPLIEDAMAG APPROVED: 2014-FEB-20		W1450.00073
WORK	2015-Jan-23	$ 5,200	WORK APPLIEDASSAY, GEOL APPROVED: 2015-JAN-27		W1550.00186
TRAN	2015-Oct-13		TRELAWNEY MINING AND EXPLORATION INC. (402664) TRANSFERS 100.0 % TO WESDOME GOLD MINES LTD. (116736)		T1550.00251

Claim Reservations

01 400' surface rights reservation around all lakes and rivers
02 Sand and gravel reserved
03 Peat reserved
04 Other reservations under the Mining Act may apply
05 Including land under water
06 Excluding road

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Mining Claim Abstract

SAULT STE. MARIE - Division 50		Claim No: SSM 3006839	Status: ACTIVE
Due Date:	2016-Jan-26	**Recorded:**	2004-Jan-26
Work Required:	$ 3,200	**Staked:**	2004-Jan-13 15:00
Total Work:	$ 32,000	**Township/Area:**	MISHIBISHU LAKE AREA (G-3772)
Total Reserve:	$ 0	**Lot Description:**	
Present Work Assignment:	$ 0	**Claim Units:**	8
Claim Bank:	$ 0		

Claim Holders

Recorded Holder(s) Percentage	Client Number
WESDOME GOLD MINES LTD. (100.00 %)	116736

Transaction Listing

Type	Date	Applied	Description	Performed	Number
STAKER	2004-Jan-26		RECORDED BY HICKMAN, CLIFFORD NEIL (E34118)		R0450.00284
STAKER	2004-Jan-26		HICKMAN, CLIFFORD NEIL (303040) RECORDS 100.00 % IN THE NAME OF TEREX RESOURCES LIMITED (401592)		R0450.00285
WORK	2006-Jan-26	$ 4,200	WORK APPLIED (PDRILL) APPROVED: 2006-FEB-03		W0650.00164
WORK	2007-Jan-22	$ 2,200	WORK APPLIED (ASSAY, PDRILL) APPROVED: 2007-APR-16		W0750.00161

TRAN	2007-Jan-22		TEREX RESOURCES LIMITED (401592) TRANSFERS 100.00 % TO TRELAWNEY RESOURCES INC. (402664)		T0750.00029
WORK	2007-Nov-23	$ 3,200	WORK APPLIED		W0750.02149
WORK	2008-Jul-08	$ 6,400	WORK APPLIED (ASSAY, PDRILL) APPROVED: 2008-SEP-17		W0850.01404
MISC	2009-May-13		CLIENT (402664) CHANGES NAME FROM TRELAWNEY RESOURCES INC. TO TRELAWNEY MINING AND EXPLORATION INC.		X0900.00025
ORDER	2011-Jan-21		RECORDER EXTENDS TIME UNTIL AND INCLUDING 2011-JUL-26 FOR WORK AND FILING THEREOF.		D1150.00020
MISC	2011-Jun-28		CORRECTION TO WORK REPORT (W115001479)		M1150.00185
WORK	2011-Jul-25	$ 3,200	WORK APPLIED (PDRILL) APPROVED: 2011-SEP-14		W1150.01654
WORK	2011-Dec-19	$ 1,180	WORK APPLIED		W1150.02764
WORK	2011-Dec-19	$ 2,020	WORK APPLIED		W1150.02766
OTHER	2013-Jan-22		WORK PERFORMEDGPSG APPROVED: 2013-APR-17	$ 3,200	Q1350.00103
WORK	2013-Jan-22	$ 3,200	WORK APPLIEDGPSG APPROVED: 2013-APR-17		W1350.00103
WORK	2014-Jan-17	$ 3,200	WORK APPLIEDAMAG APPROVED: 2014-FEB-20		W1450.00073
WORK	2015-Jan-23	$ 3,200	WORK APPLIEDASSAY, GEOL APPROVED: 2015-JAN-27		W1550.00186
TRAN	2015-Oct-13		TRELAWNEY MINING AND EXPLORATION INC. (402664) TRANSFERS 100.0 % TO WESDOME GOLD MINES LTD. (116736)		T1550.00251

Claim Reservations

01 400' surface rights reservation around all lakes and rivers
02 Sand and gravel reserved
03 Peat reserved
04 Other reservations under the Mining Act may apply
05 Including land under water
06 Excluding road

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Mining Claim Abstract

SAULT STE. MARIE - Division 50		Claim No: SSM 3006845	Status: ACTIVE
Due Date:	2016-Jan-26	**Recorded:**	2004-Jan-26
Work Required:	$ 4,800	**Staked:**	2004-Jan-14 14:30
Total Work:	$ 48,000	**Township/Area:**	MISHIBISHU LAKE AREA (G-3772)
Total Reserve:	$ 0	**Lot Description:**	
Present Work Assignment:	$ 0	**Claim Units:**	12
Claim Bank:	$ 0		

Claim Holders

Recorded Holder(s) Percentage	Client Number
WESDOME GOLD MINES LTD. (100.00 %)	116736

Transaction Listing

Type	Date	Applied	Description	Performed	Number
STAKER	2004-Jan-26		RECORDED BY HICKMAN, CLIFFORD NEIL (E34118)		R0450.00290
STAKER	2004-Jan-26		HICKMAN, CLIFFORD NEIL (303040) RECORDS 100.00 % IN THE NAME OF TEREX RESOURCES LIMITED (401592)		R0450.00291
OTHER	2006-Jan-26		WORK PERFORMED (PDRILL) APPROVED: 2006-FEB-03 Previously: 51892	$ 63,276	Q0650.00164
WORK	2006-Jan-26	$ 5,000	WORK APPLIED (PDRILL) APPROVED: 2006-FEB-03		W0650.00164

OTHER	2006-Jan-26		WORK PERFORMED (AEM, AMAG) APPROVED: 2006-JAN-31	$ 1,599	Q0650.00166
WORK	2006-Jan-26	$ 1,599	WORK APPLIED (AEM, AMAG) APPROVED: 2006-JAN-31		W0650.00166
WORK	2007-Jan-22	$ 3,001	WORK APPLIED (ASSAY, PDRILL) APPROVED: 2007-APR-16		W0750.00161
TRAN	2007-Jan-22		TEREX RESOURCES LIMITED (401592) TRANSFERS 100.00 % TO TRELAWNEY RESOURCES INC. (402664)		T0750.00029
WORK	2007-Nov-23	$ 4,800	WORK APPLIED		W0750.02149
WORK	2008-Jul-08	$ 9,600	WORK APPLIED (ASSAY, PDRILL) APPROVED: 2008-SEP-17		W0850.01404
MISC	2009-May-13		CLIENT (402664) CHANGES NAME FROM TRELAWNEY RESOURCES INC. TO TRELAWNEY MINING AND EXPLORATION INC.		X0900.00025
ORDER	2011-Jan-21		RECORDER EXTENDS TIME UNTIL AND INCLUDING 2011-JUL-26 FOR WORK AND FILING THEREOF.		D1150.00020
OTHER	2011-Jun-28		WORK PERFORMED (ASSAY, PROSP) APPROVED: 2011-SEP-26	$ 1,624	Q1150.01479
WORK	2011-Jun-28	$ 1,624	WORK APPLIED (ASSAY, PROSP) APPROVED: 2011-SEP-26		W1150.01479
WORK	2011-Jul-25	$ 4,800	WORK APPLIED (PDRILL) APPROVED: 2011-SEP-14		W1150.01654
WORK	2011-Dec-19	$ 3,176	WORK APPLIED		W1150.02766
OTHER	2013-Jan-22		WORK PERFORMEDGPSG APPROVED: 2013-APR-17	$ 4,800	Q1350.00103
WORK	2013-Jan-22	$ 4,800	WORK APPLIEDGPSG APPROVED: 2013-APR-17		W1350.00103
WORK	2014-Jan-17	$ 4,800	WORK APPLIEDAMAG APPROVED: 2014-FEB-20		W1450.00073
WORK	2015-Jan-23	$ 4,800	WORK APPLIEDASSAY, DATA APPROVED: 2015-JAN-27		W1550.00187
TRAN	2015-Oct-13		TRELAWNEY MINING AND EXPLORATION INC. (402664) TRANSFERS 100.0 % TO WESDOME GOLD MINES LTD. (116736)		T1550.00251

Claim Reservations

01 400' surface rights reservation around all lakes and rivers
02 Sand and gravel reserved
03 Peat reserved
04 Other reservations under the Mining Act may apply
05 Including land under water
06 Excluding road

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Northern Development
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Ministry of Northern Development and Mines

Mining Claim Abstract

SAULT STE. MARIE - Division 50		Claim No: SSM 3020021	Status: ACTIVE
Due Date:	2016-Apr-27	**Recorded:**	2004-Apr-27
Work Required:	$ 3,200	**Staked:**	2004-Apr-09 15:15
Total Work:	$ 32,000	**Township/Area:**	PUKASKWA RIVER AREA (G-3779)
Total Reserve:	$ 0	**Lot Description:**	
Present Work Assignment:	$ 0	**Claim Units:**	8
Claim Bank:	$ 0		

Claim Holders

Recorded Holder(s) Percentage	Client Number
WESDOME GOLD MINES LTD. (100.00 %)	116736

Transaction Listing

Type	Date	Applied	Description	Performed	Number
STAKER	2004-Apr-27		RECORDED BY HEILMAN, ROBERT JOHN (E33836)		R0450.01575
STAKER	2004-Apr-27		HEILMAN, ROBERT JOHN (300872) RECORDS 100.00 % IN THE NAME OF TEREX RESOURCES LIMITED (401592)		R0450.01576
WORK	2006-Jan-26	$ 2,500	WORK APPLIED (PDRILL) APPROVED: 2006-FEB-03		W0650.00164
OTHER	2006-Jan-26		WORK PERFORMED (AEM, AMAG) APPROVED: 2006-JAN-31	$ 1,449	Q0650.00166

WORK	2006-Jan-26	$ 1,449	WORK APPLIED (AEM, AMAG) APPROVED: 2006-JAN-31	W0650.00166
WORK	2007-Jan-22	$ 2,451	WORK APPLIED (ASSAY, PDRILL) APPROVED: 2007-APR-16	W0750.00161
TRAN	2007-Jan-22		TEREX RESOURCES LIMITED (401592) TRANSFERS 100.00 % TO TRELAWNEY RESOURCES INC. (402664)	T0750.00029
ORDER	2008-Apr-02		RECORDER EXTENDS TIME UNTIL AND INCLUDING 2008-JUL-28 FOR WORK AND FILING THEREOF.	D0850.00206
WORK	2008-Jul-08	$ 9,600	WORK APPLIED (ASSAY, PDRILL) APPROVED: 2008-SEP-17	W0850.01404
MISC	2009-May-13		CLIENT (402664) CHANGES NAME FROM TRELAWNEY RESOURCES INC. TO TRELAWNEY MINING AND EXPLORATION INC.	X0900.00025
ORDER	2011-Apr-20		RECORDER EXTENDS TIME UNTIL AND INCLUDING 2011-OCT-24 FOR WORK AND FILING THEREOF.	D1150.00190
WORK	2011-Oct-24	$ 3,200	WORK APPLIED (PDRILL) APPROVED: 2011-NOV-04	W1150.02278
WORK	2011-Dec-19	$ 3,200	WORK APPLIED	W1150.02766
WORK	2013-Apr-02	$ 3,200	WORK APPLIED	W1350.00804
WORK	2014-Jan-17	$ 116	WORK APPLIEDASSAY, GEOL, PROSP APPROVED: 2014-FEB-26	W1450.00072
WORK	2014-Jan-17	$ 3,084	WORK APPLIEDAMAG APPROVED: 2014-FEB-20	W1450.00073
WORK	2015-Jan-23	$ 3,200	WORK APPLIEDASSAY, DATA APPROVED: 2015-JAN-27	W1550.00187
TRAN	2015-Oct-13		TRELAWNEY MINING AND EXPLORATION INC. (402664) TRANSFERS 100.0 % TO WESDOME GOLD MINES LTD. (116736)	T1550.00251

Claim Reservations

01 400’ surface rights reservation around all lakes and rivers
02 Sand and gravel reserved
03 Peat reserved
04 Other reservations under the Mining Act may apply
05 Including land under water

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APPENDICE 2

PROOF OF AMALGAMATION

DUPLICATE

Number: BC0981789

CERTIFICATE
OF
AMALGAMATION

BUSINESS CORPORATIONS ACT

I Hereby Certify that 0976408 B.C. LTD., incorporation number BC0976408, and WINDARRA MINERALS LTD., incorporation number BC0107277 were amalgamated as one company under the name 0976408 B.C. LTD. on September 30, 2013 at 03:40 PM Pacific Time.

Issued under my hand at Victoria, British Columbia
On September 30, 2013

CAROL PREST
Registrar of Companies
Province of British Columbia
Canada

BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
250 356-8626

BC Company Summary

For

0976408 B.C. LTD.

Date and Time of Search: **March 19, 2014 06:56 AM Pacific Time**

Currency Date: November 29, 2013

ACTIVE

Incorporation Number: BC0981789

Name of Company: 0976408 B.C. LTD.

Recognition Date and Time: September 30, 2013 03:40 PM Pacific Time as a result of an Amalgamation

In Liquidation: No

Last Annual Report Filed: Not Available

Receiver: No

AMALGAMATING CORPORATION(S) INFORMATION

Name of Amalgamating Corporation	Incorporation Number in BC
0976408 B.C. LTD.	BC0976408
WINDARRA MINERALS LTD.	BC0107277

REGISTERED OFFICE INFORMATION

Mailing Address:
2200 - 1055 WEST HASTINGS ST.
VANCOUVER BC V6E 2E9
CANADA

Delivery Address:
2200 - 1055 WEST HASTINGS ST.
VANCOUVER BC V6E 2E9
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
2200 - 1055 WEST HASTINGS ST.
VANCOUVER BC V6E 2E9
CANADA

Delivery Address:
2200 - 1055 WEST HASTINGS ST.
VANCOUVER BC V6E 2E9
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Ma, Brian Bok-Heng

Mailing Address:
8 KING STREET EAST
SUITE 1305
TORONTO ON M5C 1B5
CANADA

Delivery Address:
8 KING STREET EAST
SUITE 1305
TORONTO ON M5C 1B5
CANADA

Last Name, First Name, Middle Name:
Mannard, George Nelson

Mailing Address:
8 KING STREET EAST
SUITE 1305
TORONTO ON M5C 1B5
CANADA

Delivery Address:
8 KING STREET EAST
SUITE 1305
TORONTO ON M5C 1B5
CANADA

Last Name, First Name, Middle Name:
Pollitt, Donovan Arthur

Mailing Address:
8 KING STREET EAST
SUITE 1305
TORONTO ON M5C 1B5
CANADA

Delivery Address:
8 KING STREET EAST
SUITE 1305
TORONTO ON M5C 1B5
CANADA

NO OFFICER INFORMATION FILED .

BUSINESS COMBINATION AGREEMENT

THIS AGREEMENT is made as the 29th day of July, 2013.

BETWEEN:

WINDARRA MINERALS LTD., a company existing under the laws of the Province of British Columbia,

(hereinafter referred to as "**Windarra**")

- and -

WESDOME GOLD MINES LTD., a company existing under the laws of the Province of Ontario,

(hereinafter referred to as "**Wesdome**")

- and -

0976408 B.C. INC., a company existing under the laws of the Province of British Columbia,

(hereinafter referred to as "**Subco**")

WHEREAS Wesdome is a publicly traded company, the common shares of which are listed and posted for trading on the Toronto Stock Exchange;

AND WHEREAS Windarra is a publicly traded company, the common shares of which are listed and posted for trading on the TSX Venture Exchange;

AND WHEREAS Subco is a wholly-owned subsidiary of Wesdome;

AND WHEREAS the parties hereto intend to effect a business combination pursuant to which Wesdome will acquire all of the issued and outstanding shares of Winderra (the "**Transaction**");

AND WHEREAS the parties desire to effect the Transaction by way of a "three-cornered" amalgamation pursuant to which Windarra and Subco shall amalgamate pursuant to Section 269 of the BCBCA (as hereinafter defined) and continue under the name of "0976408 B.C. Inc." and the former shareholders of Windarra will receive shares of Wesdome (the "**Amalgamation**")(as hereinafter defined) subject to the terms and conditions of this Agreement and the Amalgamation Agreement (as hereinafter defined);

AND WHEREAS the parties have entered into this Agreement to provide for the matters referred to in the foregoing recitals and for other matters relating to the Amalgamation;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree as follows

ARTICLE 1
INTERPRETATION AND GENERAL

1.01 Definitions

In this Agreement, unless the context otherwise requires, the following words and phrases shall have the meanings hereinafter set forth:

"**Acquisition Proposal**" has the meaning ascribed thereto in Section 4.01;

"**Agreement**", "**this Agreement**", "**hereof**", "**herein**" and "**hereunder**" and similar expressions refer to this agreement and not to any particular article, section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto;

"**Amalgamated Corporation**" means the continuing corporation constituted upon the Amalgamation becoming effective;

"**Amalgamating Corporations**" means, collectively, Windarra and Subco;

"**Amalgamation**" means the amalgamation of Windarra and Subco under the provisions of Section 269 of the BCBCA and on the terms and conditions set forth in the Amalgamation Agreement or any amendment thereto or variations therefrom;

"**Amalgamation Agreement**" means the amalgamation agreement to be entered into among Wesdome, Windarra and Subco substantially in the form attached hereto as Schedule "A";

"**Amalgamation Application**" means Form 13 – Amalgamation Application/Notice of Articles under the BCBCA filed in accordance with Section 275 of the BCBCA;

"**BCBCA**" means the *Business Corporations Act* (British Columbia), together with the regulations thereunder, as the same may be amended from time to time;

"**business day**" means any day other than a Saturday, Sunday or federal holiday in Canada or a day on which commercial banks in Toronto are required to or permitted to close;

"**Change Date**" has the meaning ascribed thereto in Section 4.02;

"**Companies**" means collectively, Wesdome, Windarra and Subco;

"**Common Shares**" means the common shares in the capital of the Amalgamated Corporation;

"**Dissent Rights**" means the rights of dissent in respect of the Transaction described in the Amalgamation Agreement;

"**Effective Date**" means the date shown on the Certificate of Amalgamation to be issued under the BCBCA by the Registrar giving effect to the Amalgamation;

"**Exchange Ratio**" means one-tenth (1/10) of one Wesdome Share for each one (1) Windarra Share;

"**Governmental Entity**" means any (i) supranational, multinational, federal, territorial, provincial, state, regional, municipal, local or other governmental or public ministry, department, authority, body, central bank, court, commission, tribunal, board, bureau or agency, domestic or foreign, (ii) subdivision, agent or

authority of any of the above, (iii) quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the above, or (iv) stock exchange (including the TSX and TSX-V), and "Governmental Entities" means more than one Governmental Entity;

"**Information Circular**" means the information circular to be prepared in connection with the solicitation of proxies by the management of Windarra for the Windarra Meeting and includes any and all documents specifically incorporated by reference therein;

"**material adverse change**" or "**material adverse effect**" means any change (including a decision to implement a change made by the directors or senior management of Windarra or Wesdome or any of their respective subsidiaries), effect, event, occurrence or change in a state of facts that is, or would reasonably be expected to be, material and adverse to the business, operations, financial condition, results, assets, properties, rights, liabilities or prospects of such corporation and its subsidiaries, taken as a whole, to the extent that had such change, effect, event, occurrence or change in a state of facts occurred prior to the date hereof it might reasonably be expected to have resulted in the other corporation not entering into this Agreement or entering into this Agreement only on materially different terms, but excluding any change, effect, event, occurrence or change in a state of facts relating to: (a) general economic conditions in Canada or securities markets in general; (b) the mining industry in general and not specifically relating to Wesdome or Windarra or their respective subsidiaries; (c) gold prices in general; or (d) changes or proposed changes in International Financial Reporting Standards as issued by the International Accounting Standards Board applicable to Wesdome or Windarra or their respective subsidiaries or the enforcement or interpretation thereof;

"**material change**" and "**material fact**" have the respective meanings given thereto in the Securities Acts;

"**MI 61-101**" means Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions;

"**person**" means any individual, body corporate, partnership, firm, joint venture, syndicate, trust, association, any other form of entity or organization and any Governmental Entity or other agency;

"**Recommendation Change**" has the meaning ascribed thereto in Section 4.02;

"**Securities Acts**" means all Canadian securities legislation applicable to the Companies together with all regulations, instruments, blanket orders and policy statements adopted in connection therewith;

"**Subco**" means 0976408 B.C. Inc., a wholly-owned subsidiary of Wesdome;

"**Superior Proposal**" has the meaning ascribed thereto in Section 4.02;

"**Termination Date**" has the meaning ascribed thereto in Section 4.04;

"**Transaction**" has the meaning ascribed thereto in the preamble to this Agreement;

"**Transfer Agent**" means Computershare Investor Services Inc.;

"**Triggering Event**" has the meaning ascribed thereto in Section 4.03;

"**TSX**" means the Toronto Stock Exchange;

"**TSX-V**" means the TSX Venture Exchange;

"**Voting Support Agreements**" means the voting support agreements, entered into between Wesdome and (i) each member of the Board of Directors, (ii) each officer of Windarra, (iii) each Windarra shareholder holding directly or indirectly more than 5% of the Windarra Shares, and (vi) such other parties as may be agreed upon by Windarra and Wesdome acting reasonably, in the form as set forth in Schedule C.

"**Wesdome Disclosure Documents**" means, collectively, all of the documentation which has been filed by or on behalf of Wesdome since December 31, 2012, with the relevant securities regulatory authorities pursuant to the requirements of applicable Canadian securities laws and which is publicly available for review on SEDAR, including all press releases and financial statements filed on SEDAR;

"**Wesdome Shares**" means the common shares in the capital of Wesdome;

"**Windarra**" means Windarra Minerals Ltd. and, where the context requires, includes its subsidiaries;

"**Windarra Disclosure Documents**" means, collectively, all of the documentation which has been filed by or on behalf of Windarra since September 30, 2012 with the relevant securities regulatory authorities pursuant to the requirements of applicable Canadian securities laws and which is publicly available for review on SEDAR, including all press releases and financial statements filed on SEDAR;

"**Windarra Meeting**" means the special meeting of the shareholders of Windarra to be held to consider, and, if deemed advisable, approve the Amalgamation;

"**Windarra Options**" means the stock options granted pursuant to the stock option plan of Windarra approved by Windarra shareholders on February 14, 2013, and remaining unexercised and unexpired as disclosed in Schedule "B" hereto;

"**Windarra Shares**" means the common shares in the capital of Windarra; and

"**Windarra Warrants**" means common share purchase warrants of Windarra, each such warrant entitling the holder thereof to purchase one Windarra Share on or before May 24, 2014, at a price of $0.05 or $0.10 per share on or before May 24, 2018, as disclosed in Schedule "B" hereto.

Words and phrases used herein that are defined in the BCBCA shall have the same meaning herein as in the BCBCA unless the context otherwise requires.

1.02 Interpretation not affected by Headings, etc.

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.

1.03 Number, Etc.

Unless the context requires the contrary, words importing the singular only shall include the plural and vice versa; words importing the use of any gender shall include all genders.

1.04 Date for any Action

In the event that any date on which any action is required to be taken hereunder by any of the parties is not a business day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a business day in such place.

1.05 Entire Agreement

This Agreement, together with the agreements and documents herein and therein referred to, constitute the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, among the parties with respect to the subject matter hereof.

1.06 Transaction

The parties hereto agree to effect the Transaction by effecting the Amalgamation subject to the terms and conditions of this Agreement and the Amalgamation Agreement. The Windarra Shares will be exchanged for Wesdome Shares based on the Exchange Ratio and Windarra will amalgamate with Subco to form the Amalgamated Corporation, which will become a wholly-owned subsidiary of Wesdome. In addition, the Windarra Warrants and the Windarra Options will be cancelled prior to the Effective Date.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.01 Representations and Warranties of Windarra

Windarra represents and warrants to and in favour of Wesdome and Subco as follows and acknowledges that Wesdome and Subco are relying upon such representations and warranties in connection with the transactions contemplated herein:

(a) Each of Windarra and its subsidiaries is a company duly organized, validly existing and in good standing with respect to all filings required under applicable laws and has the corporate power to own or lease its property and assets and to carry on its business as now conducted by it, is duly licensed or qualified as an extra-provincial or foreign corporation in each jurisdiction in which the character of the property and assets now owned by it or the nature of its business as now conducted by it requires it to be so licensed or qualified (save where failure to have such licence or qualification is not in the aggregate material) and Windarra has the corporate power to enter into, execute and deliver this Agreement and perform its obligations hereunder;

(b) the authorized capital of Windarra consists of an unlimited number of Windarra Shares of which 40,147,409 Windarra Shares are, as at the date hereof, validly issued and outstanding as fully paid and non-assessable and an unlimited number of preferred shares of which none are issued;

(c) the Windarra Shares are not subject to any cease trade order issued by any securities regulatory authority;

(d) except as disclosed in Schedule "B" hereto, no person has any agreement, option, understanding or commitment (including convertible securities, warrants or convertible

obligations of any nature), for the purchase or issue of or conversion into any of the unissued Windarra Shares or any unissued securities of Windarra;

(e) the financial statements of Windarra contained in or comprising the Windarra Disclosure Documents present fairly the financial position of Windarra at the relevant dates and the results of its operations and the changes in its financial position for the periods indicated in the said statements and have been prepared in accordance with generally accepted accounting principles applied on a consistent basis;

(f) except as disclosed in the Windarra Disclosure Documents, there has been no material adverse change in the business or condition, financial or otherwise of Windarra from that shown in the audited financial statements of Windarra as at and for the year ended September 30, 2012;

(g) Windarra is the beneficial owner of the properties and assets described as being owned by it in the Windarra Disclosure Documents with good and marketable title thereto free and clear of material liens, charges, encumbrances or adverse interests except as disclosed in the Windarra Disclosure Documents;

(h) the execution and delivery of this Agreement and the consummation of the Amalgamation do not and will not:

(i) result in the breach of or violate any term or provision of the constating documents or by-laws of Windarra; or

(ii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, instrument, licence, permit or authority to which Windarra is a party or by which it is bound or to which any property of Windarra is subject or result in the creation of any lien, charge or encumbrance upon any of the assets of Windarra under any such agreement or instrument, or give to others any material interest or rights, including rights of purchase, termination, cancellation or acceleration, under any such agreement, instrument, licence, permit or authority; or

(iii) violate any provision of law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to Windarra;

(i) the execution and delivery of this Agreement has been duly approved by the board of directors of Windarra entitled to vote thereon and this Agreement constitutes a legal, valid and binding obligation, enforceable against Windarra in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency or similar laws of general application relating to the enforcement of creditor's rights or the relief of debtors or by equitable relief including the remedies of specific performance and injunctive relief, being available only in the discretion of the applicable court;

(j) Windarra is not a party to any oral or written management contract or contract for the employment of any officer except as disclosed in the Windarra Disclosure Documents;

(k) there are no agreements, covenants, undertakings or other commitments of Windarra or any partnership or joint venture in which it is a partner or participant or any instruments binding on any of them or any of their respective properties:

(i) under which the consummation of the Amalgamation would have the effect of imposing restrictions or obligations on Windarra materially greater than those imposed upon Windarra or any such partnership or joint venture at the date hereof;

(ii) which would give a third party, as a result of the consummation of the Amalgamation, a right to terminate any material agreement to which Windarra or any such partnership or joint venture is a party or to purchase any of their respective assets;

(iii) under which the consummation of the Amalgamation would impose material restrictions on the ability of Windarra to carry on any business which it might choose to carry on within any geographical area, to acquire property or dispose of its property and assets in their entirety or to change its corporate status, other than area of mutual interest clauses and similar clauses in existing agreements; or

(iv) under which the consummation of the Amalgamation would impose material restrictions on the ability of Windarra to pay any dividends or make other distributions to its shareholders or to borrow money and to mortgage and pledge its property as security therefor;

(l) the description of the business of Windarra, its financial condition, assets and properties to be contained in the Information Circular will include sufficient detail to permit holders of Windarra Shares to, in respect to the business and affairs of Windarra and Wesdome, form a reasoned judgment in respect of the Wesdome Shares to be exchanged for the Windarra Shares in connection with the Amalgamation and to permit the holders of Windarra Shares generally to form a reasoned judgment in respect of the Amalgamation and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make such description not misleading;

(m) Windarra is a reporting issuer not in default under the *Securities Act* (Ontario) and has similar status and is not in default under the Securities Acts of British Columbia and Alberta and is not a reporting issuer (or the equivalent) under any other Securities Act;

(n) the Windarra Shares are listed and posted for trading on the TSX-V;

(o) Windarra has not incurred any liability for brokerage fees, finder's fees, agent's commissions or other similar forms of compensation in connection with this Agreement or the Amalgamation;

(p) there are no actions, suits, proceedings or investigations commenced, or to the knowledge of Windarra contemplated or threatened, against or affecting Windarra or before or by any person or before any arbitrator of any kind which would prevent or hinder the consummation of the Amalgamation or which involve the possibility of any judgment or liability which can reasonably be expected to have a material adverse effect on the business operations, properties, assets or condition, financial or otherwise, of Windarra;

(q) there are no known or anticipated material liabilities of Windarra of any kind whatsoever (including absolute, accrued or contingent liabilities) nor any commitments whether or not determined or determinable, in respect of which Windarra is or may become liable other than the liabilities disclosed on, reflected in or provided for in the financial

statements contained in or comprising the Windarra Disclosure Documents or incurred in the ordinary course of business, which may have a material adverse effect on Windarra

(r) none of the representations, warranties or statements of fact made in this Section contain any untrue statement of a material fact or omit to state any material fact necessary to make any such warranty or representation not misleading; and

(s) there are no reasonable grounds for believing that as a consequence of the Amalgamation:

(i) the Amalgamated Corporation could not discharge its liabilities when due; and

(ii) the book value of the assets of the Amalgamated Corporation will not, on the Effective Date, be less than the sum of its liabilities and issued and stated share capital account.

2.02 Representations and Warranties of Wesdome

Wesdome represents and warrants to and in favour of Windarra as follows and acknowledges that Windarra is relying upon such representations and warranties in connection with the transactions contemplated herein:

(a) Each of Wesdome and its subsidiaries is a company duly organized, validly existing and in good standing with respect to all filings required under applicable laws and has the corporate power to own or lease its property and assets and to carry on its business as now conducted by it, is duly licensed or qualified as an extra-provincial or foreign corporation in each jurisdiction in which the character of the property and assets now owned by it or the nature of its business as now conducted by it requires it to be so licensed or qualified (save where failure to have such licence or qualification is not in the aggregate material) and Wesdome has the corporate power to enter into, execute and deliver this Agreement and perform its obligations hereunder;

(b) the authorized capital of Wesdome consists of an unlimited number of Wesdome Shares, and 101,788,459 Wesdome Shares are, as at the date hereof, validly issued and outstanding as fully paid and non-assessable;

(c) the Wesdome Shares are not subject to any cease trade order issued by any securities regulatory authority;

(d) except as disclosed in the Wesdome Disclosure Documents, no person has any agreement, option, understanding or commitment (including convertible securities, warrants or convertible obligations of any nature), for the purchase or issue of or conversion into any of the unissued Wesdome Shares or any unissued securities of Wesdome;

(e) the financial statements of Wesdome contained in or comprising the Wesdome Disclosure Documents present fairly the financial position of Wesdome at the relevant dates and the results of its operations and the changes in its financial position for the periods indicated in the said statements and have been prepared in accordance with generally accepted accounting principles applied on a consistent basis;

(f) except as disclosed in the Wesdome Disclosure Documents, there has been no material adverse change in the business or condition, financial or otherwise of Wesdome from that shown in the audited financial statements of Wesdome as at and for the year ended December 31, 2012;

(g) Wesdome is the beneficial owner of the properties and assets described as being owned by it in the Wesdome Disclosure Documents with good and marketable title thereto free and clear of material liens, charges, encumbrances or adverse interests except as disclosed in the Wesdome Disclosure Documents;

(h) the execution and delivery of this Agreement and the consummation of the Amalgamation do not and will not:

(i) result in the breach of or violate any term or provision of the constating documents or by-laws of Wesdome; or

(ii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, instrument, licence, permit or authority to which Wesdome is a party or by which it is bound or to which any property of Wesdome is subject or result in the creation of any lien, charge or encumbrance upon any of the assets of Wesdome under any such agreement or instrument, or give to others any material interest or rights, including rights of purchase, termination, cancellation or acceleration, under any such agreement, instrument, licence, permit or authority; or

(iii) violate any provision of law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to Wesdome;

(i) the execution and delivery of this Agreement has been duly approved by the board of directors of Wesdome entitled to vote thereon and this Agreement constitutes a legal, valid and binding obligation, enforceable against Wesdome in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency or similar laws of general application relating to the enforcement of creditor's rights or the relief of debtors or by equitable relief including the remedies of specific performance and injunctive relief, being available only in the discretion of the applicable court;

(j) Wesdome is not a party to any management contract or any oral or written contract for the employment of any officer except as disclosed in the Wesdome Disclosure Documents;

(k) there are no agreements, covenants, undertakings or other commitments of Wesdome or any partnership or joint venture in which it is a partner or participant or any instruments binding on any of them or any of their respective properties:

(i) under which the consummation of the Amalgamation would have the effect of imposing restrictions or obligations on Wesdome materially greater than those imposed upon Wesdome or any such partnership or joint venture at the date hereof; or

(ii) which would give a third party, as a result of the Amalgamation, a right to terminate any material agreement to which Wesdome or any such partnership or joint venture is a party or to purchase any of their respective assets; or

(iii) under which the consummation of the Amalgamation would impose material restrictions on the ability of Wesdome to carry on any business which it might choose to carry on within any geographical area, to acquire property or dispose of its property and assets in their entirety or to change its corporate status, other than area of mutual interest clauses and similar clauses in existing agreements; or

(iv) under which the consummation of the Amalgamation would impose material restrictions on the ability of Wesdome to pay any dividends or make other distributions to its shareholders or to borrow money and to mortgage and pledge its property as security therefor;

(l) the description of the business of Wesdome, its financial condition, assets and properties required to be contained in the Information Circular will include sufficient detail to permit holders of Windarra Shares to, in respect to the business and affairs of Windarra and Wesdome, form a reasoned judgment in respect of the Wesdome Shares to be exchanged for the Windarra Shares in connection with the Amalgamation and to permit the holders of Windarra Shares generally to form a reasoned judgment in respect of the Amalgamation and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make such description not misleading;

(m) Wesdome is a reporting issuer not in default under the *Securities Act* (Ontario) and has similar status and is not in default under the Securities Acts of British Columbia, Alberta, Saskatchewan, Manitoba, Québec and New Brunswick and is not a reporting issuer (or the equivalent) under any other Securities Act;

(n) the Wesdome Shares are listed and posted for trading on the TSX;

(o) Wesdome has not incurred any liability for brokerage fees, finder's fees, agent's commissions or other similar forms of compensation in connection with this Agreement or the Amalgamation;

(p) there are no actions, suits, proceedings or investigations commenced, or to the knowledge of Wesdome contemplated or threatened, against or affecting Wesdome or before or by any person or before any arbitrator of any kind which would prevent or hinder the Amalgamation or which involve the possibility of any judgment or liability which can reasonably be expected to have a material adverse effect on the business operations, properties, assets or condition, financial or otherwise, of Wesdome;

(q) there are no known or anticipated material liabilities of Wesdome of any kind whatsoever (including absolute, accrued or contingent liabilities) nor any commitments whether or not determined or determinable, in respect of which Wesdome is or may become liable other than the liabilities disclosed on, reflected in or provided for in the financial statements contained in or comprising the Wesdome Disclosure Documents or incurred in the ordinary course of business, which may have a material adverse effect on Wesdome;

(r) none of the representations, warranties or statements of fact made in this Section contain any untrue statement of a material fact or omit to state any material fact necessary to make any such warranty or representation not misleading;

(s) there are no reasonable grounds for believing that as a consequence of the Amalgamation:

(i) the Amalgamated Corporation could not discharge its liabilities when due; and

(ii) the book value of the assets of the Amalgamated Corporation will not, on the Effective Date, be less than the sum of its liabilities and issued and stated share capital account.

(t) Wesdome is the registered and beneficial owner of all of the common shares of Subco; and

(u) Subco is a company duly organized, validly existing and in good standing with respect to all filings required under applicable laws, has one common share outstanding, a paid-up capital of $1.00 and no liabilities.

ARTICLE 3
COVENANTS

3.01 Covenants of Windarra

Windarra covenants and agrees with Wesdome and Subco that it will, until the earlier of the termination of this Agreement and the day following the Effective Date:

(a) convene and hold the Windarra Meeting for the purpose of considering the Amalgamation as soon as reasonably practicable and in any event no later than September 25, 2013 or such later date as may be mutually agreed upon. In connection with the Windarra Meeting, as promptly as reasonably practicable, Windarra shall cooperate with Wesdome to prepare the Information Circular in form and substance satisfactory to both parties, acting reasonably, together with any other documents required by applicable law, including, but not limited to any financial statements and pro forma financial statements, in connection with the consideration of the Amalgamation by the shareholders of Windarra. The Information Circular will contain, among other things, the unanimous recommendation of Windarra's board of directors that the shareholders of Windarra vote in favour of the Amalgamation on the basis that the board has unanimously determined the Amalgamation to be in the best interests of, and the consideration to be paid to shareholders of Windarra to be fair to, the shareholders of Windarra;

(b) take all reasonable actions necessary to give effect to the transactions contemplated by this Agreement, including, without limitation, soliciting proxies to be voted at the Windarra Meeting in favour of the Amalgamation, and using its best efforts to obtain such approvals of the holders of Windarra Shares as may be required by the BCBCA and all applicable regulatory authorities and take all such similar or other actions or proceedings as may be necessary or advisable with a view to consummating the Amalgamation, including the joint filing with Subco of the Amalgamation Application under the BCBCA in connection with the Amalgamation;

(c) not declare or pay any dividends or make any distribution of its properties or assets to its shareholders or to others or retire or redeem any of its outstanding shares or other of its securities;

(d) except pursuant to currently existing obligations, not issue, or enter into any agreement or agreements to issue, or grant options, warrants or rights to purchase, any shares of its capital stock or other of its securities;

(e) without the prior consent of Wesdome, not merge or consolidate with, or sell or transfer all or any part of its assets to, any other person (excluding Windarra's wholly-owned subsidiaries) or perform any act or enter into any transaction or negotiation which might interfere or be inconsistent with the consummation of the Amalgamation or which would render materially inaccurate any of the representations and warranties set forth in Section 2.01 hereof (as if such representations and warranties were made at a time subsequent to such act or transaction and all references to the date of this Agreement were deemed to be such later date);

(f) not to make loans, advances or other payments, excluding ordinary course compensation and routine advances to employees of Windarra for expenses incurred in the ordinary course, or as otherwise agreed to by Wesdome in advance in writing;

(g) not to amend Windarra's articles or by-laws (or equivalent thereof) in any manner which may adversely affect the success of the Transaction, except as agreed to by Wesdome in writing or as required to give effect to the matters contemplated herein;

(h) subject to the provisions hereof, to cooperate fully with Wesdome and to use all reasonable commercial efforts to assist Wesdome in its efforts to complete the Transaction;

(i) use its reasonable best efforts to obtain all necessary consents, assignments, regulatory approvals (including, without limitation, the approval of the TSX-V), waivers, amendments or terminations to any instruments and take such other measures as may be appropriate to fulfil its respective obligations thereunder and to consummate the Amalgamation;

(j) except as permitted or contemplated herein, not to enter into any transaction or material contract not in the ordinary course of business and not to engage in any business enterprise or activity different from that carried on as of the date hereof, unless prior written approval of Wesdome is obtained;

(k) furnish to Wesdome and Subco such information, in addition to the information contained in this Agreement, relating to the financial condition, business, properties and affairs of Windarra as may reasonably be requested by Wesdome or Subco, which information shall be true and complete in all material respects and shall not contain an untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances in which they are made, not misleading;

(l) ensure that the information and financial statements, if any, related to Windarra to be contained in the Information Circular and any related documentation to be distributed in connection with the solicitation of proxies by the management of Windarra for the

Windarra Meeting comply as to form and substance with the requirements of the BCBCA and the Securities Acts and such information and data contained therein shall be true, correct and complete in all material respects and shall not contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading in light of the circumstances in which they are made;

(m) shall promptly notify Wesdome in the event that it becomes aware of any breach or threatened breach of a Voting Support Agreement by a counterparty thereto and shall, if requested by Wesdome, use commercially reasonable efforts to enforce the provisions of such Voting Support Agreement, including by seeking injunctions to prevent any such breaches and to enforce specifically the terms and provisions thereof; and

(n) use its best efforts to cause each of the conditions precedent set forth in Sections 3.03 and 3.05 hereof to be complied with on or before the Effective Date.

3.02 Covenants of Wesdome

Wesdome covenants and agrees with Windarra that it will, and will cause Subco, until the earlier of the termination of this Agreement and the day following the Effective Date:

(a) take all reasonable actions necessary to give effect to the transactions contemplated by this Agreement, including, without limitation, using its best efforts to obtain such approvals as may be required by the TSX and all applicable regulatory authorities and take all such similar or other actions or proceedings as may be necessary or advisable with a view to consummating the Amalgamation, including the joint filing by Subco with Windarra of the Amalgamation Application under the BCBCA in connection with the Amalgamation;

(b) not declare or pay any dividends or make any distribution of its properties or assets to its shareholders or to others or retire or redeem any of its outstanding shares or others of its securities (except pursuant to Wesdome's existing Normal Course Issuer Bid);

(c) not merge or consolidate with, or sell or transfer all or any part of its assets to, any other person or perform any act or enter into any transaction or negotiation which might interfere or be inconsistent with the consummation of the Amalgamation or which would render materially inaccurate any of the representations and warranties set forth in Section 2.02 hereof (as if such representations and warranties were made at a time subsequent to such act or transaction and all references to the date of this Agreement were deemed to be such later date);

(d) not to issue any debt, equity, or other securities except in connection with the Transaction and the due exercise of any outstanding options, warrants or other rights, except as agreed to by Windarra in writing;

(e) not to amend Wesdome's articles or by-laws (or equivalent thereof) in any manner which may adversely affect the success of the Transaction, except as agreed to by Windarra in writing or as required to give effect to the matters contemplated herein;

(f) subject to the provisions hereof, to cooperate fully with Windarra and to use all reasonable commercial efforts to assist Windarra in its efforts to complete the Transaction;

(g) use its best efforts to obtain all necessary consents, assignments, regulatory approvals (including, without limitation, the approval of the TSX), waivers, amendments or terminations to any instruments and take such other measures as may be appropriate to fulfil its respective obligations thereunder and to consummate the Amalgamation;

(h) furnish to Windarra such information, in addition to the information contained in this Agreement, relating to the financial condition, business, properties and affairs of Wesdome and Subco as may reasonably be requested by Windarra which information shall be true and complete in all material respects and shall not contain an untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances in which they are made, not misleading;

(i) ensure that the information and financial statements related to Wesdome and Subco to be contained in the Information Circular and any related documentation to be distributed in connection with the solicitation of proxies by the management of Windarra for the Windarra Meeting shall comply as to form and substance with the requirements of the BCBCA and the Securities Acts and such information and data contained therein shall be true, correct and complete in all material respects and shall not contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading in light of the circumstances in which they are made; and

(j) use its reasonable best efforts to cause each of the conditions precedent set forth in Sections 3.03 and 3.04 hereof to be complied with on or before the Effective Date.

3.03 Mutual Conditions

The respective obligations of each of the parties hereto to consummate the Amalgamation shall be subject to fulfilment, on or before the Effective Date, of the following conditions:

(a) the Amalgamation shall have been approved at the Windarra Meeting in accordance with the provisions and requirements of the BCBCA, MI 61-101, as applicable, all applicable laws, rules, regulations and policies, including the rules and/or policies of the TSX and the TSX-V, and all other governmental and regulatory orders and decrees;

(b) there shall not be in force any order or decree restraining or enjoining the consummation of the Amalgamation; and

(c) receipt of all necessary regulatory requirements and approvals, including, without limitation, conditional approvals required in respect of the listing and posting for trading on the TSX of the Wesdome Shares to be issued pursuant to the Exchange Ratio.

3.04 Conditions to Obligations of Windarra

The obligation of Windarra to consummate the Amalgamation is subject to the satisfaction, on or before the Effective Date, of the following conditions, any of which may be waived by Windarra without prejudice to its right to rely on any other or others of them:

(a) each of the acts and undertakings of Wesdome and Subco to be performed on or before the Effective Date pursuant to the terms of this Agreement shall have been duly performed by it;

(b) Wesdome and Subco shall have furnished Windarra with a legal opinion, dated the day of the Effective Date, satisfactory in form and substance in all material respects to Windarra, to the effect that:

(i) Wesdome and Subco are validly existing under their jurisdiction of incorporation and each has the corporate power to own or lease its property and assets and to carry on its business as now conducted by it; and

(ii) Wesdome and Subco have taken all necessary corporate action to authorize the execution and delivery of this Agreement and the Amalgamation;

(c) Wesdome shall have complied with its covenants contained in Article 3 hereof and, except as affected by the transaction contemplated by this Agreement or referred to or contemplated in the Information Circular, the representations and warranties of Wesdome contained in Section 2.02 shall be true in all material respects as of the Effective Date with the same effect as though made at and as of such time and Windarra shall have received a certificate of a senior officer of Wesdome to that effect, dated as of the Effective Date;

(d) receipt of all required third party, regulatory and board approvals by Wesdome required to complete the Transaction, including, without limitation the approvals of the TSX-V and the Wesdome Board of Directors;

(e) the Wesdome Shares that are issued as consideration for the Windarra Shares pursuant to the Exchange Ratio shall be issued as fully paid and non-assessable common shares in the capital of Wesdome, free and clear of any and all encumbrances, liens, charges and demands of whatsoever nature;

(f) no material adverse change shall have occurred in the business, results of operations, assets, liabilities, financial condition or affairs of Wesdome, financial or otherwise, between the date hereof and the Closing Date, except for a decrease in Wesdome's working capital position reasonably necessary to facilitate the Transaction and to meet its customary obligations as a publicly traded company;

(g) there being no legal proceeding or regulatory actions or proceedings against Wesdome, on a consolidated basis, at the Closing Date which may, if determined against the interest of Wesdome and its subsidiaries, have a material adverse effect on Wesdome and its subsidiaries or their respective business, assets or financial condition;

(h) there being no prohibition at law against the completion of the Transaction;

(i) there being no inquiry or investigation (whether formal or informal) in relation to Wesdome and its subsidiaries, as applicable, or their respective directors or officers, commenced or threatened by any Governmental Entity or official of the TSX-V or any securities regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a material adverse effect on Wesdome and its subsidiaries or their respective business, assets or financial condition; and

(j) the board of directors of Windarra has not made a determination that it is not in the best interests of Windarra or its shareholders to proceed with the Amalgamation.

3.05 Conditions to Obligations of Wesdome

The obligation of Wesdome to consummate, and to cause Subco to consummate, the Amalgamation is subject to the satisfaction, on or before the Effective Date, of the following conditions, any of which may be waived by Wesdome without prejudice to its right to rely on any other or others of them:

(a) each of the acts and undertakings of Windarra to be performed on or before the Effective Date pursuant to the terms of this Agreement shall have been duly performed by it;

(b) Windarra shall have furnished Wesdome with a legal opinion dated the day of the Effective Date, satisfactory in form and substance in all material respects to Wesdome, to the effect that:

(i) Windarra is validly existing under the laws of its jurisdiction of incorporation and has the corporate power to own or lease its property and assets and to carry on its business as now conducted by it; and

(ii) Windarra has taken all necessary corporate action to authorize the execution and delivery of this Agreement and the consummation of the Amalgamation;

(c) Windarra shall have complied with its covenants contained in Article 3 hereof and, except as affected by the transaction contemplated by this Agreement or referred to or contemplated in the Information Circular, the representations and warranties of Windarra contained in Section 2.01 shall be true in all material respects as of the Effective Date with the same effect as though made at and as of such time and Wesdome shall have received a certificate of a senior officer of Windarra to that effect, dated as of the Effective Date;

(d) the Windarra Options and Windarra Warrants shall have been cancelled and evidence thereof satisfactory to Wesdome shall have been provided to Wesdome;

(e) Wesdome shall have received, not later than 15 business days prior to the Windarra Meeting, executed copies of the Voting Support Agreements;

(f) receipt of all required third party, regulatory and board approvals by Windarra, including, without limitation:

(1) the approval of the TSX-V;

(2) the approval of the Windarra Board of Directors; and

(3) the approval of Windarra's Shareholders (including minority approval if required under MI 61-101) for any relevant matters;

(g) the aggregate number of Windarra Shares held, directly or indirectly, by those holders of such shares who have validly exercised Dissent Rights and not withdrawn such exercise in connection with the Transaction (or instituted proceedings to exercise Dissent Rights) shall not exceed 5% of the aggregate number of Windarra Shares outstanding immediately prior to the Effective Date;

(h) no material adverse change shall have occurred in the business, results of operations, assets, liabilities, financial condition or affairs of Windarra and its subsidiaries, financial or otherwise, between the date hereof and the Effective Date;

(i) there being no legal proceeding or regulatory actions or proceedings against Windarra, on a consolidated basis, at the Effective Date which may, if determined against the interest of Windarra and its subsidiaries, as applicable, have a material adverse effect on Windarra and its subsidiaries or their respective business, assets or financial condition;

(j) there being no prohibition at law against the completion of the Transaction;

(k) there being no inquiry or investigation (whether formal or informal) in relation to Windarra and its subsidiaries or their respective directors or officers commenced or threatened by any Governmental Entity or official of the TSX-V or other regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a material adverse effect on Windarra and its subsidiaries or their respective business, assets or financial condition;

(l) Windarra's indebtedness on a consolidated basis, including but not limited to, amounts owed under leases, bank term debt and long term debt, shall be no greater than $78,000 (including accrued interest);

(m) receipt by Wesdome of the written release and resignation from all positions with Windarra and its subsidiaries from each member of the board of directors of Windarra and such officers of Windarra as Wesdome may request;

(n) there shall be no other issued and outstanding securities in the capital of Windarra other than as disclosed herein or otherwise agreed to by Wesdome; and

(o) the board of directors of Wesdome has not made a determination that it is not in the best interests of Wesdome or its shareholders to proceed with the Amalgamation.

3.06 Satisfaction of Conditions

The Conditions set out in this Article 3 shall be conclusively deemed to have been satisfied, waived or released on the filing of the Amalgamation Application under the BCBCA.

3.07 Share Certificates of the Amalgamated Corporation

After the filing of the Articles of the Amalgamation and the issuance of a certificate of amalgamation therefor, Wesdome shall be entitled to receive share certificate(s) representing the number of Common

Shares which is equal to the number of Wesdome Shares issuable to the former holders of Windarra Shares.

3.08 Surrender of Share Certificates

At any time after the Effective Date, a holder of Windarra Shares may surrender to Wesdome the certificates representing such Windarra Shares and, subject to the provisions of the BCBCA and this Agreement, such shareholder, in return therefor, shall be entitled to receive certificates evidencing Wesdome Shares on the basis set out in the Amalgamation Agreement.

ARTICLE 4
NO SOLICITATION

4.01 No Solicitation

During the period commencing on the date hereof and continuing until the first to occur of (i) the Effective Date and (ii) the Termination Date (as defined in Section 4.04 hereof), Windarra agrees that it will not, directly or indirectly, and will not authorize or permit any representative to, directly or indirectly, (a) solicit, initiate, encourage, engage in or respond to (other than to decline) any inquiries or proposals regarding any merger, amalgamation, share exchange, business combination, take over bid, sale or other disposition of its assets, any recapitalization, reorganization, liquidation, material sale or issue of treasury securities or rights or interests therein or thereto or rights or options to acquire any material number of treasury securities or any type of similar transaction which would or could, in any case, constitute a de facto change of control (each an "**Acquisition Proposal**"), other than the Amalgamation, (b) encourage or participate in any discussions or negotiations regarding any Acquisition Proposal, (c) agree to, approve or recommend an Acquisition Proposal, or (d) enter into any agreement related to an Acquisition Proposal provided, however, that subject as hereinafter provided, nothing shall prevent Windarra from furnishing non-public information to, or entering into a confidentiality agreement and/or discussions and/or negotiations with, any person in response to a bona fide unsolicited Acquisition Proposal that is submitted by such person in writing after the date hereof which is not withdrawn if (i) the directors of Windarra unanimously conclude in good faith, after consultation with counsel, that such action is required in order for them to comply with their fiduciary obligations under applicable law, and (ii) prior to furnishing such non-public information to, entering into a confidentiality agreement with, or entering into discussions with, such person, Windarra gives Wesdome written notice of its intention to furnish non-public information to, enter into a confidentiality agreement with, or enter into discussions with, such person forty-eight (48) hours prior to entering into such confidentiality agreement. Windarra shall immediately after the execution hereof terminate all existing discussions or negotiations with any person (other than those ongoing between them) with respect to any potential Acquisition Proposal. Concurrent with the execution hereof Windarra shall advise Wesdome of any current Acquisition Proposal and Windarra shall promptly notify Wesdome of any future Acquisition Proposal which any of its directors, senior officers or agents is or becomes aware of, any amendment to any of the foregoing or any request for non-public information relating to Windarra. Such notice shall include a description of the material terms and conditions of any such proposal and the identity of the person making such proposal, inquiry, request or contact.

As used in this agreement, "de facto change of control" means, with respect to Windarra, the purchase or sale of 20% or more of the assets of Windarra and its subsidiaries taken as a whole (including, without limitation, through the purchase or sale of securities of Windarra's subsidiaries) or any purchase or sale of, or tender or exchange offer for, voting securities of Windarra that, if consummated, would result in any person (or the shareholders of such person) beneficially owning securities representing 20% or more of the total voting power of Windarra.

4.02 Superior Proposals

Windarra or its directors may, in respect of any Acquisition Proposal received by them prior to the approval by the Windarra shareholders of the Amalgamation, change their recommendation to Windarra shareholders regarding the approval of the Amalgamation (a "**Recommendation Change**") if prior to the Recommendation Change: (i) they have determined that such Acquisition Proposal constitutes a Superior Proposal (as hereinafter defined) and advised Wesdome of that fact and their intention to make a Recommendation Change; (ii) Wesdome has been provided with a copy of the document containing such Superior Proposal (with such deletions as are necessary to protect any confidential portions of such document, provided that material terms and conditions of, and the identity of the person making, such Superior Proposal may not be deleted); and (iii) five business days have elapsed from the later of the date on which Wesdome received the material required to be provided to it pursuant to (i) and (ii). Windarra and Wesdome agree that if Wesdome so elects, during the five business day period referred to in (iii), they and their financial and legal advisors shall negotiate in good faith to make such adjustments to the terms and conditions of this agreement as would enable Windarra to not make its Recommendation Change, while allowing their respective boards of directors to comply with their fiduciary duties under applicable law. During such five business day period, Windarra shall not enter into any agreement in respect of the Superior Proposal with the party making the Superior Proposal; provided, however, that Windarra may, during that time, enter into or continue discussions with such party, but such discussions shall in no way affect the rights of Wesdome under this agreement to require that Windarra hold the Windarra Meeting and, if the Windarra shareholders approve the Amalgamation and the other conditions for Windarra's benefit are satisfied or waived, proceed to complete the Amalgamation.

Windarra's board of directors may communicate to the Windarra shareholders their Recommendation Change in such manner as they may elect, including the issuance of a press release and such other communication they determine necessary. The first public announcement or other communication to the Windarra shareholders of the Recommendation Change is referred to as the "**Change Date**".

At any time following the Change Date, Wesdome may elect, by notice in writing to Windarra, to terminate this agreement pursuant to Section 4.04 hereof, and upon Wesdome so doing, Windarra will be obliged to make the payment contemplated by, and in accordance with, Section 4.03 hereof; alternatively, notwithstanding any Recommendation Change, Wesdome may require Windarra to hold the Windarra Meeting, and if Wesdome takes no action, it shall be deemed to have not terminated the agreement and the Windarra will proceed to hold the Windarra Meeting.

As used in this agreement, "**Superior Proposal**" means a bona fide unsolicited written Acquisition Proposal received after the date hereof that: (A) is not conditional on obtaining financing, (B) in respect of which the directors of Windarra have unanimously determined in good faith, after consultation with, and receiving advice (which may include a written opinion) from, as appropriate, their financial, legal and other advisors that such Acquisition Proposal would, if consummated in accordance with its terms, result in a transaction which results in the holders of the Windarra Shares receiving consideration of greater value per share than is available to them as a result of the Amalgamation. Windarra acknowledges that the Amalgamation represents a strategic transaction for Windarra and in assessing whether the Acquisition Proposal is a "Superior Proposal" it shall consider the long term benefits which are offered to the Windarra shareholders by virtue of the business combination contemplated herein.

4.03 Compensation Fee

If:

(a) following a Recommendation Change to shareholders by Windarra in accordance with Section 4.02 hereof, the Windarra shareholders do not approve the Amalgamation at the Windarra Meeting; or

(b) (i) following the date of this agreement Windarra receives a written Acquisition Proposal that has been publicly announced or otherwise disclosed to the public which is determined to be a Superior Proposal, (ii) the Windarra shareholders do not approve the Amalgamation at the Windarra Meeting and (iii) within 250 days following the date of the Windarra Meeting Windarra accepts, approves or recommends, or enters into an agreement (whichever occurs first) with respect to any merger, amalgamation, share exchange, business combination, take-over bid, sale or other disposition of its assets, any recapitalization, reorganization, liquidation, material sale or issue of treasury securities or rights or interests therein or thereto or rights or options to acquire any material number of treasury securities or any type of similar amalgamation which would or could, in any case, constitute a de facto change of control, whether or not such amalgamation is the Acquisition Proposal received following the date of this agreement,

(any such event being a "**Triggering Event**"), then Windarra shall pay Wesdome an amount in cash equal to $80,000. Such payment will be made by Windarra in immediately available funds to an account designated by Wesdome. Such payment shall be made, in the circumstances set forth in Subsection 4.03 (a) or (b) hereof, within three business days of the termination of the agreement by Wesdome or the vote by the Windarra shareholders at the Windarra Meeting, and, in the circumstances set forth in Subsection 4.03(c) above, at the time that is the first to occur of such Acquisition Proposal being accepted, approved or recommended or an agreement with respect to such Acquisition Proposal being executed. The obligation to make any payment required by this paragraph shall survive any termination of this Agreement.

Windarra and Wesdome hereby each acknowledge that the payment amount set out in this subparagraph is a payment of liquidated damages which is a pre estimate of the damages which Wesdome will suffer or incur as a result of the event giving rise to such damages and the resultant non completion of the Amalgamation and is not a penalty. Windarra hereby irrevocably waives any right it may have to raise as a defence that any such liquidated damages are excessive or punitive. Upon receipt of payment of such amount by Wesdome, Wesdome shall have no further claim against Windarra in respect of the failure to complete the Amalgamation, provided that nothing herein shall preclude Wesdome from seeking injunctive relief to restrain any breach or threatened breach by Windarra of any of its obligations hereunder or otherwise to obtain specific performance without the necessity of posting bond or security in connection herewith. In addition, neither party is precluded from seeking damages in respect of any breach of this Agreement by the other party which breach occurred prior to the termination hereof.

4.04 Termination:

This Agreement may be terminated by:

(a) the mutual consent of the parties hereto;

(b) Wesdome in the circumstances permitted by Section 4.02 hereof; or

(c) Wesdome or Windarra (as used in this subparagraph, the "**first party**"), if the other party provides notice of its inability to comply with any of the covenants, conditions or agreements to be complied with or satisfied by it hereunder and provides to the first party such details and supporting materials relating to such inability as the first party shall reasonably request in order to assess the impact thereof; or

(d) Wesdome, in the event that the Information Circular for the Windarra Meeting has not been mailed to Windarra's security holders on or prior to September 2, 2013, or the Amalgamation has not been completed by September 30, 2013, as a result of the failure of one or more of the conditions in a party's favour to be satisfied (or waived by that party).

The date upon which this agreement is terminated pursuant to this Section 4.04 is referred to herein as the "**Termination Date**". Termination of this agreement shall not relieve either party of the obligations it may then have pursuant to Section 4.03 and Sections 6.02 and 6.04 hereof.

ARTICLE 5
AMENDMENT

5.01 Amendment

This Agreement may, at any time and from time to time before or after the holding of the Windarra Meeting, be amended by written agreement of the parties hereto without further notice to or authorization on the part of the holders of Windarra Shares (provided that such amendment does not materially adversely change the consideration to be received by the holders of Windarra Shares) without the prior approval of such holders in the same manner as required for the Amalgamation and any such amendment may, without limitation:

(a) change the time for performance of any of the obligations or acts of the parties hereto;

(b) waive any inaccuracies in, or modify, any representation contained herein or in any document delivered pursuant hereto;

(c) cure any ambiguity in or correct or supplement any provision hereof;

(d) to the extent permitted by law and the applicable regulatory authorities, waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the parties herein; and/or

(e) amend this Agreement in accordance with or to comply with the directions or requirements of any regulatory authority.

ARTICLE 6
GENERAL

6.01 Binding Effect

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

6.02 Expenses

Whether or not the Amalgamation becomes effective and, except as hereinafter provided, each of Windarra and Wesdome shall pay its own expenses in connection with the preparation and execution of this Agreement and the transactions contemplated hereby or incidental hereto. Windarra hereby agrees that, in the event that a Compensation Fee under section 4.03 is payable by Windarra, Windarra shall also reimburse Wesdome for legal expenses incurred by Wesdome in connection with the Transaction to a maximum of $75,000, exclusive of taxes.

6.03 Assignment

No party may assign its rights or obligations under this Agreement without the prior written consent of each of the other parties hereto.

6.04 Announcements

Each of the parties hereto shall cooperate with the others in releasing information concerning this Agreement and the Amalgamation and shall furnish to the others drafts of all releases prior to publication; provided, however, that nothing contained herein shall prevent any party at any time from furnishing any information to any Governmental Entity or as otherwise required by law.

6.05 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a party shall be in writing and may be given by delivering same or sending same by facsimile transmission or by delivery addressed to the party to which the notice is to be given at its address for service herein. Any notice, consent, waiver, direction or other communication aforesaid shall, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if a business day, if not, the next succeeding business day) and if sent by facsimile transmission be deemed to have been given and received at the time of receipt (if a business day, if not, the next succeeding business day) unless actually received after 4:30 p.m. (local time) at the point of delivery in which case it shall be deemed to have been given and received on the next business day.

(i) if to Windarra:

Windarra Minerals Ltd.
Suite 300-1055 West Hastings Street
Vancouver, British Columbia V6E 2E9

Attention: John Pallot, President
Facsimile: 604.629.7971

with a copy (which shall not itself constitute notice) to:

Tupper Jonsson & Yeadon, Barristers & Solicitors
Suite 1710 – 1177 West Hastings Street
Vancouver, British Columbia V6E 2L3

Attention: Lee Tupper
Facsimile: 604.681.0139

Bay Adelaide Centre
P.O. Box 2900
333 Bay Street, Suite 2900
Toronto Ontario M5H 2T4

Attention: Kyler Wells
Facsimile: 1.866.588.4953

6.06 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have executed this agreement as of the date first written above.

WINDARRA MINERALS LTD.

Per: _____

WESDOME GOLD MINES LTD.

Per: _____
DONOVAN POLLETT, PRESIDENT

0976408 B.C. LTD.

Per: _____

SCHEDULE "A"

FORM OF AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT made as of the ● day of September, 2013.

BETWEEN:

WESDOME GOLD MINES LTD., a company existing under the laws of the Province of Ontario,

(hereinafter referred to as "**Wesdome**")

- and -

WINDARRA MINERALS LTD., a company existing under the laws of the Province of British Columbia,

(hereinafter referred to as "**Windarra**")

- and -

0976408 B.C. Ltd., a company existing under the laws of the Province of British Columbia,

(hereinafter referred to as "**Subco**")

WHEREAS Windarra and Subco, which is a wholly-owned subsidiary of Wesdome, have agreed to amalgamate pursuant to Section 269 of the *Business Corporations Act* (British Columbia) upon the terms and conditions hereinafter described and for such purpose Wesdome has agreed to issue its common shares as hereinafter provided;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.01 Definitions

In this Agreement, unless the context otherwise requires, the following words and phrases shall have the meanings hereinafter set forth:

"**Act**" means the *Business Corporations Act* (British Columbia), together with the regulations thereunder, as the same may be amended from time to time;

"**Agreement**", "**this Agreement**", "**hereof**", "**herein**" and "**hereunder**" and similar expressions refer to this Agreement and not to any particular article, section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.

"**Amalgamated Corporation**" means the continuing corporation constituted upon the Amalgamation becoming effective.

"**Amalgamating Corporations**" means Windarra and Subco.

"**Amalgamation**" means the amalgamation of Windarra and Subco under the provisions of the Act as contemplated in this Agreement.

"**Amalgamation Application**" means Form 13 – Amalgamation Application/Notice of Articles under the BCBCA in the form attached hereto Appendix "1".

"**Common Shares**" means the common shares in the capital of the Amalgamated Corporation.

"**Dissent Rights**" means the rights of dissent exercisable by Shareholders in respect of the Amalgamation pursuant to section 242 of the BCBCA.

"**Dissenting Shareholder**" means a registered Windarra shareholder who, in connection with the special resolution of the Windarra shareholders which approves and adopts this Agreement, has exercised the right to dissent pursuant to section 242 of the BCBCA in strict compliance with the provisions thereof and thereby becomes entitled to receive, if the Amalgamation is completed, the fair value of his or her Windarra Shares as determined by a court.

"**Effective Date**" means the date shown on the Certificate of Amalgamation to be issued under the Act giving effect to the Amalgamation.

"**Subco**" means 0976408 B.C. Ltd.

"**Subco Share**" means the common share in the capital of Subco.

"**Transfer Agent**" means Computershare Investor Services Inc.

"**Wesdome**" means Wesdome Gold Mines Ltd.

"**Wesdome Shares**" means the common shares in the capital of Wesdome as constituted on the Effective Date.

"**Windarra**" means Windarra Minerals Ltd.

"**Windarra Shares**" means the common shares in the capital of Windarra as constituted on the Effective Date.

1.02 Interpretation Not Affected by Headings, etc.

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.

1.03 Number, etc.

Unless the context requires the contrary, words importing the singular only shall include the plural and vice versa and words importing the use of any gender shall include all genders.

1.04 Date for any Action

In the event that any date on which any action is required to be taken hereunder by any of the parties is not a business day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a business day in such place.

ARTICLE 2
THE AMALGAMATION

2.01 The Amalgamation

The parties agree to effect the combination of their respective businesses and assets by way of a "three-cornered" amalgamation among Wesdome, Windarra and Subco pursuant to which Wesdome and Windarra will amalgamate and the former holders of Windarra Shares will receive Wesdome Shares.

2.02 Terms and Effect of Amalgamation

The Amalgamating Corporations hereby agree to amalgamate pursuant to the provisions of Section 269 of the Act and to continue as one corporation on the terms and conditions herein set forth. In this regard, each of Wesdome, Windarra and Subco shall take all steps as are necessary or desirable for the implementation of the Amalgamation. Upon the consummation of the Amalgamation:

(a) the amalgamation of Windarra and Subco and their continuance as one corporation shall become effective;

(b) the property, rights and interests of each of Windarra and Subco shall continue to be the property, rights and interests of the Amalgamated Corporation;

(c) the Amalgamated Corporation shall continue to be liable for the obligations of each of Windarra and Subco;

(d) any existing cause of action, claim or liability to prosecution with respect to either Windarra or Subco shall be unaffected;

(e) any civil, criminal or administrative action or proceeding pending by or against either Windarra or Subco may be continued to be prosecuted by or against the Amalgamated Corporation; and

(f) a conviction against, or a ruling, order or judgement in favour of or against, either of Winderra or Subco may be enforced by or against the Amalgamated Corporation; and

(g) the Amalgamation Application and the notice of articles contained therein shall be deemed to be the articles of incorporation and the notice of articles, respectively, of the Amalgamated Corporation and the Certificate of Amalgamation shall be deemed to be the certificate of incorporation of the Amalgamated Corporation.

2.03 Condition for the Benefit of Wesdome

The obligations of Wesdome to consummate the transactions contemplated hereby, in particular the Amalgamation, are subject to the satisfaction, on or before the Effective Date, of the condition that Dissent Rights shall not have been exercised with respect to more than 5% of the outstanding Windarra

Shares. The foregoing condition is for the exclusive benefit of Wesdome and may be waived by Wesdome in its sole discretion.

ARTICLE 3
AMALGAMATED CORPORATION

3.01 Name

The name of the Amalgamated Corporation shall be "0976408 B.C. Inc.".

3.02 Business of the Amalgamated Corporation

There shall be no restriction or limit on the business which the Amalgamated Corporation is authorized to carry on or the powers it may exercise.

3.03 Registered Office

The registered office of the Amalgamated Corporation shall be located in the City of Vancouver, British Columbia, at 2200 – 1055 West Georgia Street.

3.04 Authorized Capital

The authorized capital of the Amalgamated Corporation shall consist of an unlimited number of shares without par value designated as "Common Shares".

3.05 Rights, Privileges, Restrictions and Conditions Attaching to the Common Shares

The rights, privileges, restrictions and conditions attaching to the Common Shares shall be as follows:

(a) Each holder of the Common Shares shall be entitled to receive notice of and to attend all meetings of the shareholders of the Amalgamated Corporation, except meetings at which only holders of other classes or series of shares are entitled to attend, and at all such meetings shall be entitled to one vote in respect of each Common Share held by such holder.

(b) The holders of Common Shares shall be entitled, subject to the rights of holders of shares of any class ranking prior to the Common Shares, to receive dividends if and when declared by the board of directors of the Amalgamated Corporation.

(c) In the event of any liquidation, dissolution or winding-up of the Amalgamated Corporation or other distribution of the assets of the Amalgamated Corporation among its shareholders for the purpose of winding-up its affairs, the holders of Common Shares shall be entitled, subject to the rights of holders of shares of any class ranking prior to the Common Shares, to receive the remaining property or assets of the Amalgamated Corporation.

3.06 Directors

(a) **Number of Directors.** The number of directors of the Amalgamated Corporation shall be three, until changed in accordance with the BCBCA.

(b) **First Directors.** The first directors of the Amalgamated Corporation, who shall hold office until the first annual meeting of the shareholders of the Amalgamated Corporation or until his successor is duly elected or appointed, shall be the persons whose names and addresses appear below:

Name	Address
George Nelson Mannard	8 King Street East, Suite 1305 Toronto, Ontario M5C 1B5
Brian Bok-Heng Ma	8 King Street East, Suite 1305 Toronto, Ontario M5C 1B5
Donovan Arthur Pollitt	8 King Street East, Suite 1305 Toronto, Ontario M5C 1B5

3.07 Officers

The officers of the Amalgamated Corporation shall, until changed by the directors of the Amalgamated Corporation, be as follows:

Office	Name
Chief Executive Officer	George Nelson Mannard
Secretary	Brian Bok-Heng Ma

3.08 Articles

The articles of the Amalgamated Corporation shall be in the form set forth in Appendix "2" hereto, until repealed, amended or altered.

3.09 Financial Year-End

The financial year-end of the Amalgamated Corporation shall be December 31, until changed by the directors of the Amalgamated Corporation.

3.10 Stated Capital

The stated capital of the Common Shares will be equal to the stated capital of the Windarra Shares and the Subco Share immediately prior to the Effective Date.

ARTICLE 4
ISSUANCE OF WESDOME SHARES AND COMMON SHARES UPON THE AMALGAMATION

4.01 Exchange of Windarra Shares

Upon the consummation of the Amalgamation, each Windarra Share issued and outstanding immediately prior to the Effective Date, other than those held by Wesdome and Dissenting Shareholders, shall be exchanged for fully-paid and non-assessable Wesdome Shares on the basis of one-tenth (1/10) of one Wesdome Share for each one (1) Windarra Share; and each issued and outstanding Windarra Share so exchanged shall be cancelled and the holder's name removed from the register of holders of Windarra Shares.

4.02 Issuance of Common Shares

Upon the consummation of the Amalgamation, the Subco Share held by Wesdome shall be exchanged for one Common Share and, as consideration for the issuance of Wesdome Shares to the holders of Windarra Shares in Section 4.01 hereof, Wesdome will also receive one Common Share for each Wesdome Share so issued.

4.03 Issuance of Certificates Representing Wesdome Shares

At or promptly after the Effective Date, Wesdome shall deposit with the Transfer Agent, for the benefit of the holders of Windarra Shares who will receive Wesdome Shares in connection with the Transaction, certificates representing the maximum number of Wesdome Shares that are issuable in connection with the Amalgamation. Upon surrender to the Transfer Agent of a certificate which immediately prior to or upon the Effective Date represented Windarra Shares in respect of which the holder is entitled to receive Wesdome Shares in connection with the Amalgamation, together with a duly completed letter of transmittal and such additional documents and instruments as the Transfer Agent may reasonably require, the holder of such surrendered certificate shall be entitled to receive in exchange therefore, and after the Effective Date the Transfer Agent shall deliver to such holder, a certificate representing that number (rounded down to the nearest whole number) of Wesdome Shares which such holder has the right to receive. In the event of a transfer of ownership of Windarra Shares that was not registered in the securities register of Windarra, a certificate representing the proper number of Wesdome Shares may be issued to the transferee if the certificate representing such Windarra Shares is presented to the Transfer Agent as provided above, accompanied by all documents required to evidence and effect such transfer and to evidence that any applicable stock transfer taxes have been paid. Until surrendered as contemplated by this Section 4.03, each certificate which immediately prior to or upon the Effective Date represented one or more Windarra Shares, under the Amalgamation, that were exchanged or were deemed to be exchanged for Wesdome Shares shall be deemed at all time after the Effective Date to represent only the right to receive upon such surrender a certificate representing that number (rounded down to the nearest whole number) of Wesdome Shares which such holder has the right to receive.

4.04 Lost Certificates

In the event any certificate which immediately prior to the Effective Date represented one or more outstanding Windarra Shares that were exchanged pursuant to the Amalgamation shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder of Windarra Shares claiming such certificate to be lost, stolen or destroyed, the Transfer Agent will issue in exchange for such lost, stolen or destroyed certificate, one or more certificates representing one or more Wesdome Shares pursuant to Section 4.03 hereof in each case deliverable in accordance with the Amalgamation. The holder to whom certificates representing Wesdome Shares are to be issued shall, as a condition precedent to the issuance thereof, give a bond satisfactory to Wesdome, Windarra and the Transfer Agent in such sum as Wesdome or Windarra may direct or otherwise indemnify Wesdome or Windarra in a manner satisfactory to Wesdome or Windarra against any claim that may be made against Wesdome or Windarra with respect to the certificate alleged to have been lost, stolen or destroyed.

4.05 Extinguishment of Rights

Any certificate which immediately prior to the Effective Date represented outstanding Windarra Shares that has not been deposited with all other instruments required by Section 4.03 hereof on or prior to the earlier of the sixth anniversary of the Effective Date shall cease to represent a claim or interest of any kind or nature as a holder of Wesdome Shares. On such date, the Wesdome Shares (and any dividends or distributions with respect thereto) to which the former holder of the certificate referred to in the preceding

sentence was ultimately entitled shall be deemed to have been surrendered for no consideration to Wesdome, together with all entitlements to dividends, distributions and interest in respect thereof held for such former holder. None of Wesdome, Windarra or the Transfer Agent shall be liable to any person in respect of Wesdome Shares (or dividends and/or distributions thereon) delivered to a public official pursuant to and in compliance with any applicable abandoned property, escheat or similar law.

4.06 Withholding Rights

Wesdome, Windarra and the Transfer Agent shall be entitled to deduct and withhold from any dividend or consideration otherwise payable to any holder of Wesdome Shares or Windarra Shares such amounts as Wesdome, Windarra or the Transfer Agent is required to deduct and withhold with respect to such payment under any provision of federal, provincial, territorial, state, local or foreign tax law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the holder of the Windarra Shares in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate tax authority. To the extent that the amount so required to be deducted or withheld from any payment to a holder exceeds the consideration otherwise payable to the holder, Wesdome, Windarra and the Transfer Agent are hereby authorized to sell or otherwise dispose of such portion of the consideration as is necessary to provide sufficient funds to Wesdome, Windarra or the Transfer Agent, as the case may be, to enable it to comply with such deduction or withholding requirement and Wesdome, Windarra or the Transfer Agent shall notify the holder thereof and remit any unapplied balance of the net proceeds of such sale.

4.07 Termination of Depositary

Any Wesdome Shares that remain undistributed by the Transfer Agent to former holder of Windarra Shares 24 months after the Effective Date shall be delivered to Wesdome, upon demand thereof, and holders of certificates previously representing Windarra Shares who have not theretofore complied with section 4.03 hereof shall thereafter look only to Wesdome for payment of any claim to Wesdome Shares or dividends or distributions, if any, in respect thereof.

ARTICLE 5
DISSENT RIGHTS

5.01 Right of Dissent

Holders of Windarra Shares may exercise rights of dissent (the "**Dissent Rights**") in connection with the Amalgamation with respect to their Windarra Shares pursuant to and in the manner set forth in Section 238 of the Act. Holders of Windarra Shares who duly exercise Dissent Rights and who are ultimately entitled to be paid fair value for their Windarra Shares by the Amalgamated Corporation (as successor corporation to Windarra following the Amalgamation) shall be deemed to have irrevocably transferred their Windarra Shares to Windarra and cancelled immediately prior to the Amalgamation.

5.02 Recognition of Dissenting Shareholders

Neither Wesdome, Windarra, Subco nor any other person shall be required to recognize a Dissenting Shareholder as a registered or beneficial owner of Windarra Shares at or after the Effective Date, and at the Effective Date the names of such Dissenting Shareholders shall be deleted from the register of holders of Windarra Shares maintained by or on behalf of Windarra.

ARTICLE 6
AMALGAMATION APPLICATION

6.01 Articles of Amalgamation

The Amalgamating Corporations shall jointly file under the Act, the Amalgamation Application and such other documents as may be required by the Act to give effect to the Amalgamation.

6.02 Modification or Amendment

The Amalgamating Corporations and Wesdome and each of them may, by resolution of their respective boards of directors, assent to any modification of this Agreement which their respective shareholders, directors or any regulatory authority may require, and this Agreement shall be deemed to include such modifications.

ARTICLE 7
GENERAL

7.01 Governing Law

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

[remainder of page intentionally left blank]

IN WITNESS WHEREOF this Amalgamation Agreement has been executed by the parties hereto.

WESDOME GOLD MINES LTD.

Per:_____

WINDARRA MINERALS LTD.

Per:_____

0976408 B.C. LTD.

Per:_____

APPENDIX "1"

FORM OF AMALGAMATION APPLICATION/NOTICE OF ARTICLES

AMALGAMATION APPLICATION

FORM 13 – BC COMPANY

Section 275 *Business Corporations Act*

Telephone: 250 356-8626
www.bcregistryservices.gov.bc.ca

DO NOT MAIL THIS FORM to BC Registry Services unless you are instructed to do so by registry staff. The Regulation under the *Business Corporations Act* requires the electronic version of this form to be filed on the Internet at www.corporateonline.gov.bc.ca

Freedom of Information and Protection of Privacy Act (FOIPPA): Personal information provided on this form is collected, used and disclosed under the authority of the *FOIPPA* and the *Business Corporations Act* for the purposes of assessment. Questions regarding the collection, use and disclosure of personal information can be directed to the Executive Coordinator of the BC Registry Services at 250 356-1198, PO Box 9431 Stn Prov Govt, Victoria BC V8W 9V3.

A INITIAL INFORMATION – *When the amalgamation is complete, your company will be a BC limited company.*

What kind of company(ies) will be involved in this amalgamation?
(Check all applicable boxes.)

☐ BC company

☐ BC unlimited liability company

B NAME OF COMPANY – *Choose one of the following:*

☐ The name _____ is the name reserved for the amalgamated company. The name reservation number is: _____.

OR

☐ The company is to be amalgamated with a name created by adding "B.C. Ltd." after the incorporation number,

OR

☐ The amalgamated company is to adopt, as its name, the name of one of the amalgamating companies.

The name of the amalgamating company being adopted is:

_____

The incorporation number of that company is: _____

Please note: If you want the name of an amalgamating corporation that is a foreign corporation, you must obtain a name approval before completing this amalgamation application.

C AMALGAMATION STATEMENT – *Please indicate the statement applicable to this amalgamation.*

☐ **With Court Approval:**
This amalgamation has been approved by the court and a copy of the entered court order approving the amalgamation has been obtained and has been deposited in the records office of each of the amalgamating companies.

OR

☐ **Without Court Approval:**
This amalgamation has been effected without court approval. A copy of all of the required affidavits under section 277(1) have been obtained and the affidavit obtained from each amalgamating company has been deposited in that company's records office.

D AMALGAMATION EFFECTIVE DATE – *Choose one of the following:*

☐ The amalgamation is to take effect at the time that this application is filed with the registrar.

☐ The amalgamation is to take effect at 12:01a.m. Pacific Time on YYYY / MM / DD
being a date that is not more than ten days after the date of the filing of this application.

☐ The amalgamation is to take effect at _____ ☐ a.m. or ☐ p.m. Pacific Time on YYYY / MM / DD
being a date and time that is not more than ten days after the date of the filing of this application.

E AMALGAMATING CORPORATIONS

Enter the name of each amalgamating corporation below. For each company, enter the incorporation number.
If the amalgamating corporation is a foreign corporation, enter the foreign corporation's jurisdiction and if registered in BC as an extraprovincial company, enter the extraprovincial company's registration number. Attach an additional sheet if more space is required.

NAME OF AMALGAMATING CORPORATION	BC INCORPORATION NUMBER, OR EXTRAPROVINCIAL REGISTRATION NUMBER IN BC	FOREIGN CORPORATION'S JURISDICTION
1.		
2.		
3.		
4.		
5.		

F FORMALITIES TO AMALGAMATION

If any amalgamating corporation is a foreign corporation, section 275 (1)(b) requires an authorization for the amalgamation from the foreign corporation's jurisdiction to be filed.

☐ This is to confirm that each authorization for the amalgamation required under section 275(1)(b) is being submitted for filing concurrently with this application.

G CERTIFIED CORRECT – I have read this form and found it to be correct.

This form must be signed by an authorized signing authority for each of the amalgamating companies as set out in Item E.

NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
1.	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
2.	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
3.	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
4.	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
5.	X	

NOTICE OF ARTICLES

A NAME OF COMPANY

Set out the name of the company as set out in item B of the Amalgamation Application.

B TRANSLATION OF COMPANY NAME

Set out every translation of the company name that the company intends to use outside of Canada.

C DIRECTOR NAME(S) AND ADDRESS(ES)

Set out the full name, delivery address and mailing address (if different) of every director of the company. The director may select to provide either (a) the delivery address and, if different, the mailing address for the office at which the individual can usually be served with records between 9 a.m. and 4 p.m. on business days or (b) the delivery address and, if different, the mailing address of the individual's residence. The delivery address must not be a post office box. Attach an additional sheet if more space is required.

LAST NAME	FIRST NAME	MIDDLE NAME		
DELIVERY ADDRESS		PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
MAILING ADDRESS		PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
LAST NAME	FIRST NAME	MIDDLE NAME		
DELIVERY ADDRESS		PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
MAILING ADDRESS		PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
LAST NAME	FIRST NAME	MIDDLE NAME		
DELIVERY ADDRESS		PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
MAILING ADDRESS		PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
LAST NAME	FIRST NAME	MIDDLE NAME		
DELIVERY ADDRESS		PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
MAILING ADDRESS		PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE

D REGISTERED OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S REGISTERED OFFICE	PROVINCE	POSTAL CODE
	BC	

MAILING ADDRESS OF THE COMPANY'S REGISTERED OFFICE	PROVINCE	POSTAL CODE
	BC	

E RECORDS OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S RECORDS OFFICE	PROVINCE	POSTAL CODE
	BC	

MAILING ADDRESS OF THE COMPANY'S RECORDS OFFICE	PROVINCE	POSTAL CODE
	BC	

F AUTHORIZED SHARE STRUCTURE

Identifying name of class or series of shares	Maximum number of shares of this class or series of shares that the company is authorized to issue, or indicate there is no maximum number.		Kind of shares of this class or series of shares.			Are there special rights or restrictions attached to the shares of this class or series of shares?	
	THERE IS NO MAXIMUM (✔)	MAXIMUM NUMBER OF SHARES AUTHORIZED	WITHOUT PAR VALUE (✔)	WITH A PAR VALUE OF ($)	Type of currency	YES (✔)	NO (✔)

APPENDIX "2"

FORM OF ARTICLES OF AMALGAMATED CORPORATION

0976408 B.C. LTD.

Incorporation Number: _____

Translation of the company name that the company intends to use outside of Canada: N/A

(the "**Company**")

ARTICLES

1. Interpretation 1
   - 1.1 Definitions 1
   - 1.2 *Business Corporations Act* and Interpretation Act Definitions Applicable 1
2. Shares and Share Certificates 1
   - 2.1 Authorized Share Structure 1
   - 2.2 Form of Share Certificate 2
   - 2.3 Shareholder Entitled to Certificate or Acknowledgment 2
   - 2.4 Delivery by Mail 2
   - 2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgement 2
   - 2.6 Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgment 2
   - 2.7 Splitting Share Certificates 2
   - 2.8 Certificate Fee 3
   - 2.9 Recognition of Trusts 3
3. Issue of Shares 3
   - 3.1 Directors Authorized 3
   - 3.2 Commissions and Discounts 3
   - 3.3 Brokerage 3
   - 3.4 Conditions of Issue 3
   - 3.5 Share Purchase Warrants and Rights 4
4. Share Registers 4
   - 4.1 Central Securities Register 4
   - 4.2 Closing Register 4
5. Share Transfers 4
   - 5.1 Registering Transfers 4
   - 5.2 Form of Instrument of Transfer 4
   - 5.3 Transferor Remains Shareholder 5
   - 5.4 Signing of Instrument of Transfer 5
   - 5.5 Enquiry as to Title Not Required 5
   - 5.6 Transfer Fee 5
6. Transmission of Shares 5
   - 6.1 Legal Personal Representative Recognized on Death 5

6.2 Rights of Legal Personal Representative 5
7. Purchase of Shares 6
7.1 Company Authorized to Purchase Shares 6
7.2 Purchase When Insolvent 6
7.3 Sale and Voting of Purchased Shares 6
8. Borrowing Powers 6
9. Alterations 6
9.1 Alteration of Authorized Share Structure 6
9.2 Special Rights and Restrictions 7
9.3 Change of Name 7
9.4 Other Alterations 7
10. Meetings of Shareholders 7
10.1 Annual General Meetings 7
10.2 Resolution Instead of Annual General Meeting 8
10.3 Calling of Meetings of Shareholders 8
10.4 Notice for Meetings of Shareholders 8
10.5 Record Date for Notice 8
10.6 Record Date for Voting 8
10.7 Failure to Give Notice and Waiver of Notice 9
10.8 Notice of Special Business at Meetings of Shareholders 9
11. Proceedings at Meetings of Shareholders 9
11.1 Special Business 9
11.2 Special Majority 10
11.3 Quorum 10
11.4 One Shareholder May Constitute Quorum 10
11.5 Other Persons May Attend 10
11.6 Requirement of Quorum 10
11.7 Lack of Quorum 10
11.8 Lack of Quorum at Succeeding Meeting 10
11.9 Chair 11
11.10 Selection of Alternate Chair 11
11.11 Adjournments 11
11.12 Notice of Adjourned Meeting 11
11.13 Decisions by Show of Hands or Poll 11
11.14 Declaration of Result 11
11.15 Motion Need Not be Seconded 11
11.16 Casting Vote 12
11.17 Manner of Taking Poll 12
11.18 Demand for Poll on Adjournment 12
11.19 Chair Must Resolve Dispute 12

11.20 Casting of Votes 12
11.21 Demand for Poll 12
11.22 Demand for Poll Not to Prevent Continuance of Meeting 12
11.23 Retention of Ballots and Proxies 12
12. Votes of Shareholders 13
12.1 Number of Votes by Shareholder or by Shares 13
12.2 Votes of Persons in Representative Capacity 13
12.3 Votes by Joint Holders 13
12.4 Legal Personal Representatives as Joint Shareholders 13
12.5 Representative of a Corporate Shareholder 13
12.6 Proxy Provisions Do Not Apply to All Companies 14
12.7 Appointment of Proxy Holders 14
12.8 Alternate Proxy Holders 14
12.9 When Proxy Holder Need Not Be Shareholder 14
12.10 Deposit of Proxy 14
12.11 Validity of Proxy Vote 15
12.12 Form of Proxy 15
12.13 Revocation of Proxy 15
12.14 Revocation of Proxy Must Be Signed 16
12.15 Production of Evidence of Authority to Vote 16
13. Directors 16
13.1 First Directors; Number of Directors 16
13.2 Change in Number of Directors 16
13.3 Directors' Acts Valid Despite Vacancy 17
13.4 Qualifications of Directors 17
13.5 Remuneration of Directors 17
13.6 Reimbursement of Expenses of Directors 17
13.7 Special Remuneration for Directors 17
13.8 Gratuity, Pension or Allowance on Retirement of Director 17
14. Election and Removal of Directors 17
14.1 Election at Annual General Meeting 17
14.2 Consent to be a Director 18
14.3 Failure to Elect or Appoint Directors 18
14.4 Places of Retiring Directors Not Filled 18
14.5 Directors May Fill Casual Vacancies 18
14.6 Remaining Directors Power to Act 19
14.7 Shareholders May Fill Vacancies 19
14.8 Additional Directors 19
14.9 Ceasing to be a Director 19
14.10 Removal of Director by Shareholders 19
14.11 Removal of Director by Directors 20

15. Alternate Directors 20
15.1 Appointment of Alternate Director 20
15.2 Notice of Meetings 20
15.3 Alternate for More Than One Director Attending Meetings 20
15.4 Consent Resolutions 20
15.5 Alternate Director Not an Agent 20
15.6 Revocation of Appointment of Alternate Director 21
15.7 Ceasing to be an Alternate Director 21
15.8 Remuneration and Expenses of Alternate Director 21
16. Powers and Duties of Directors 21
16.1 Powers of Management 21
16.2 Appointment of Attorney of Company 21
17. Disclosure of Interest of Directors 22
17.1 Obligation to Account for Profits 22
17.2 Restrictions on Voting by Reason of Interest 22
17.3 Interested Director Counted in Quorum 22
17.4 Disclosure of Conflict of Interest or Property 22
17.5 Director Holding Other Office in the Company 22
17.6 No Disqualification 22
17.7 Professional Services by Director or Officer 22
17.8 Director or Officer in Other Corporations 23
18. Proceedings of Directors 23
18.1 Meetings of Directors 23
18.2 Voting at Meetings 23
18.3 Chair of Meetings 23
18.4 Meetings by Telephone or Other Communications Medium 23
18.5 Calling of Meetings 24
18.6 Notice of Meetings 24
18.7 When Notice Not Required 24
18.8 Meeting Valid Despite Failure to Give Notice 24
18.9 Waiver of Notice of Meetings 24
18.10 Quorum 24
18.11 Validity of Acts Where Appointment Defective 24
18.12 Consent Resolutions in Writing 24
19. Executive and Other Committees 25
19.1 Appointment and Powers of Executive Committee 25
19.2 Appointment and Powers of Other Committees 25
19.3 Obligations of Committees 25
19.4 Powers of Board 26
19.5 Committee Meetings 26

20. Officers 26
- 20.1 Directors May Appoint Officers 26
- 20.2 Functions, Duties and Powers of Officers 26
- 20.3 Qualifications 27
- 20.4 Remuneration and Terms of Appointment 27

21. Indemnification 27
- 21.1 Definitions 27
- 21.2 Mandatory Indemnification of Directors and Former Directors 27
- 21.3 Indemnification of Other Persons 27
- 21.4 Non-Compliance with *Business Corporations Act* 28
- 21.5 Company May Purchase Insurance 28

22. Dividends 28
- 22.1 Payment of Dividends Subject to Special Rights 28
- 22.2 Declaration of Dividends 28
- 22.3 No Notice Required 28
- 22.4 Record Date 28
- 22.5 Manner of Paying Dividend 29
- 22.6 Settlement of Difficulties 29
- 22.7 When Dividend Payable 29
- 22.8 Dividends to be Paid in Accordance with Number of Shares 29
- 22.9 Receipt by Joint Shareholders 29
- 22.10 Dividend Bears No Interest 29
- 22.11 Fractional Dividends 29
- 22.12 Payment of Dividends 29
- 22.13 Capitalization of Surplus 30

23. Documents, Records and Reports 30
- 23.1 Recording of Financial Affairs 30
- 23.2 Inspection of Accounting Records 30

24. Notices 30
- 24.1 Method of Giving Notice 30
- 24.2 Deemed Receipt of Mailing 31
- 24.3 Certificate of Sending 31
- 24.4 Notice to Joint Shareholders 31
- 24.5 Notice to Trustees 31

25. Seal 31
- 25.1 Who May Attest Seal 31
- 25.2 Sealing Copies 32
- 25.3 Mechanical Reproduction of Seal 32

26. Prohibitions 32
- 26.1 Definitions 32

26.2 Application 33
26.3 Consent Required for Transfer of Shares or Designated Securities 33

0976408 B.C. LTD.

Incorporation Number: _____

Translation of the company name that the company intends to use outside of Canada: N/A

(the "**Company**")

ARTICLES

The Company has as its Articles the following Articles:

1. INTERPRETATION

1.1 Definitions

In these Articles, unless the context otherwise requires:

(a) "**board of directors**", "directors" and "board" mean the directors or sole director of the Company for the time being;

(b) "***Business Corporations Act***" means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;

(c) "**legal personal representative**" means the personal or other legal representative of the shareholder;

(d) "**registered address**" of a shareholder means the shareholder's address as recorded in the central securities register;

(e) "**seal**" means the seal of the Company, if any.

1.2 Business Corporations Act and Interpretation Act Definitions Applicable

The definitions in the *Business Corporations Act* and the definitions and rules of construction in the Interpretation Act, with the necessary changes, so far as applicable, and unless the context requires otherwise, apply to these Articles as if they were an enactment. If there is a conflict between a definition in the *Business Corporations Act* and a definition or rule in the Interpretation Act relating to a term used in these Articles, the definition in the *Business Corporations Act* will prevail in relation to the use of the term in these Articles. If there is a conflict between these Articles and the *Business Corporations Act*, the *Business Corporations Act* will prevail.

2. SHARES AND SHARE CERTIFICATES

2.1 Authorized Share Structure

The authorized share structure of the Company consists of shares of the class or classes and series, if any, described in the Notice of Articles of the Company.

2.2 Form of Share Certificate

Each share certificate issued by the Company must comply with, and be signed as required by, the *Business Corporations Act.*

2.3 Shareholder Entitled to Certificate or Acknowledgment

Each shareholder is entitled, without charge, to:

(a) one share certificate representing the shares of each class or series of shares registered in the shareholder's name; or

(b) a non-transferable written acknowledgment of the shareholder's right to obtain such a share certificate;

provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate and delivery of a share certificate for a share to one of several joint shareholders or to one of the shareholders' duly authorized agents will be sufficient delivery to all.

2.4 Delivery by Mail

Any share certificate or non-transferable written acknowledgment of a shareholder's right to obtain a share certificate may be sent to the shareholder by mail at the shareholder's registered address and neither the Company nor any director, officer or agent of the Company is liable for any loss to the shareholder because the share certificate or acknowledgement is lost in the mail or stolen.

2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgement

If the directors are satisfied that a share certificate or a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate is worn out or defaced, they must, on production to them of the share certificate or acknowledgment, as the case may be, and on such other terms, if any, as they think fit:

(a) order the share certificate or acknowledgment, as the case may be, to be cancelled; and

(b) issue a replacement share certificate or acknowledgment, as the case may be.

2.6 Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgment

If a share certificate or a non-transferable written acknowledgment of a shareholder's right to obtain a share certificate is lost, stolen or destroyed, a replacement share certificate or acknowledgment, as the case may be, must be issued to the person entitled to that share certificate or acknowledgment, as the case may be, if the directors receive:

(a) proof satisfactory to them that the share certificate or acknowledgment is lost, stolen or destroyed; and

(b) any indemnity the directors consider adequate.

2.7 Splitting Share Certificates

If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholder's name two or more share certificates, each representing a specified number of

shares and in the aggregate representing the same number of shares as the share certificate so surrendered, the Company must cancel the surrendered share certificate and issue replacement share certificates in accordance with that request.

2.8 Certificate Fee

There must be paid to the Company, in relation to the issue of any share certificate under Articles 2.5, 2.6 or 2.7, the amount, if any and which must not exceed the amount prescribed under the *Business Corporations Act*, determined by the directors.

2.9 Recognition of Trusts

Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share or (except as by law or statute or these Articles provided or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder.

3. ISSUE OF SHARES

3.1 Directors Authorized

Subject to the *Business Corporations Act* and the rights of the holders of issued shares of the Company, the Company may issue, allot, sell or otherwise dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the issue prices (including any premium at which shares with par value may be issued) that the directors may determine. The issue price for a share with par value must be equal to or greater than the par value of the share.

3.2 Commissions and Discounts

The Company may at any time pay a reasonable commission or allow a reasonable discount to any person in consideration of that person purchasing or agreeing to purchase shares of the Company from the Company or any other person or procuring or agreeing to procure purchasers for shares of the Company.

3.3 Brokerage

The Company may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities.

3.4 Conditions of Issue

Except as provided for by the *Business Corporations Act*, no share may be issued until it is fully paid. A share is fully paid when:

(a) consideration is provided to the Company for the issue of the share by one or more of the following:

(i) past services performed for the Company;

(ii) property;

(iii) money; and

(b) the value of the consideration received by the Company equals or exceeds the issue price set for the share under Article 3.1.

3.5 Share Purchase Warrants and Rights

Subject to the *Business Corporations Act*, the Company may issue share purchase warrants, options and rights upon such terms and conditions as the directors determine, which share purchase warrants, options and rights may be issued alone or in conjunction with debentures, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time.

4. SHARE REGISTERS

4.1 Central Securities Register

As required by and subject to the *Business Corporations Act*, the Company must maintain in British Columbia a central securities register. The directors may, subject to the *Business Corporations Act*, appoint an agent to maintain the central securities register. The directors may also appoint one or more agents, including the agent which keeps the central securities register, as transfer agent for its shares or any class or series of its shares, as the case may be, and the same or another agent as registrar for its shares or such class or series of its shares, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place.

4.2 Closing Register

The Company must not at any time close its central securities register.

5. SHARE TRANSFERS

5.1 Registering Transfers

A transfer of a share of the Company must not be registered unless:

(a) a duly signed instrument of transfer in respect of the share has been received by the Company;

(b) if a share certificate has been issued by the Company in respect of the share to be transferred, that share certificate has been surrendered to the Company; and

(c) if a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate has been issued by the Company in respect of the share to be transferred, that acknowledgment has been surrendered to the Company.

5.2 Form of Instrument of Transfer

The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Company's share certificates or in any other form that may be approved by the directors from time to time.

5.3 Transferor Remains Shareholder

Except to the extent that the *Business Corporations Act* otherwise provides, the transferor of shares is deemed to remain the holder of the shares until the name of the transferee is entered in a securities register of the Company in respect of the transfer.

5.4 Signing of Instrument of Transfer

If a shareholder, or his or her duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares represented by the share certificates or set out in the written acknowledgments deposited with the instrument of transfer:

(a) in the name of the person named as transferee in that instrument of transfer; or

(b) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered.

5.5 Enquiry as to Title Not Required

Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any written acknowledgment of a right to obtain a share certificate for such shares.

5.6 Transfer Fee

There must be paid to the Company, in relation to the registration of any transfer, the amount, if any, determined by the directors.

6. TRANSMISSION OF SHARES

6.1 Legal Personal Representative Recognized on Death

In case of the death of a shareholder, the legal personal representative, or if the shareholder was a joint holder, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative, the directors may require proof of appointment by a court of competent jurisdiction, a grant of letters probate, letters of administration or such other evidence or documents as the directors consider appropriate.

6.2 Rights of Legal Personal Representative

The legal personal representative has the same rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles,

provided the documents required by the *Business Corporations Act* and the directors have been deposited with the Company.

7. PURCHASE OF SHARES

7.1 Company Authorized to Purchase Shares

Subject to Article 7.2, the special rights and restrictions attached to the shares of any class or series and the *Business Corporations Act*, the Company may, if authorized by the directors, purchase or otherwise acquire any of its shares at the price and upon the terms specified in such resolution.

7.2 Purchase When Insolvent

The Company must not make a payment or provide any other consideration to purchase or otherwise acquire any of its shares if there are reasonable grounds for believing that:

(a) the Company is insolvent; or

(b) making the payment or providing the consideration would render the Company insolvent.

7.3 Sale and Voting of Purchased Shares

If the Company retains a share redeemed, purchased or otherwise acquired by it, the Company may sell, gift or otherwise dispose of the share, but, while such share is held by the Company, it:

(a) is not entitled to vote the share at a meeting of its shareholders;

(b) must not pay a dividend in respect of the share; and

(c) must not make any other distribution in respect of the share.

8. BORROWING POWERS

The Company, if authorized by the directors, may:

(a) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;

(b) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as they consider appropriate;

(c) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and

(d) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company.

9. ALTERATIONS

9.1 Alteration of Authorized Share Structure

Subject to Article 9.2 and the *Business Corporations Act*, the Company may by special resolution:

(a) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;

(b) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;

(c) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;

(d) if the Company is authorized to issue shares of a class of shares with par value:

  (i) decrease the par value of those shares; or

  (ii) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;

(e) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;

(f) alter the identifying name of any of its shares; or

(g) otherwise alter its shares or authorized share structure when required or permitted to do so by the *Business Corporations Act*.

9.2 Special Rights and Restrictions

Subject to the *Business Corporations Act*, the Company may by special resolution:

(a) create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, whether or not any or all of those shares have been issued; or

(b) vary or delete any special rights or restrictions attached to the shares of any class or series of shares, whether or not any or all of those shares have been issued.

9.3 Change of Name

The Company may by special resolution authorize an alteration of its Notice of Articles in order to change its name.

9.4 Other Alterations

If the *Business Corporations Act* does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by special resolution alter these Articles.

10. MEETINGS OF SHAREHOLDERS

10.1 Annual General Meetings

Unless an annual general meeting is deferred or waived in accordance with the *Business Corporations Act*, the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors.

10.2 Resolution Instead of Annual General Meeting

If all the shareholders who are entitled to vote at an annual general meeting consent by a unanimous resolution under the *Business Corporations Act* to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this Article 10.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

10.3 Calling of Meetings of Shareholders

The directors may, whenever they think fit, call a meeting of shareholders.

10.4 Notice for Meetings of Shareholders

The Company must send notice of the date, time and location of any meeting of shareholders, in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

(a) if and for so long as the Company is a public company, 21 days;

(b) otherwise, 10 days.

10.5 Record Date for Notice

The directors may set a date as the record date for the purpose of determining shareholders entitled to notice of any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. The record date must not precede the date on which the meeting is held by fewer than:

(a) if and for so long as the Company is a public company, 21 days;

(b) otherwise, 10 days.

If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.6 Record Date for Voting

The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.7 Failure to Give Notice and Waiver of Notice

The accidental omission to send notice of any meeting to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive or reduce the period of notice of such meeting.

10.8 Notice of Special Business at Meetings of Shareholders

If a meeting of shareholders is to consider special business within the meaning of Article 11.1, the notice of meeting must:

(a) state the general nature of the special business; and

(b) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:

  (i) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and

  (ii) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

11. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

11.1 Special Business

At a meeting of shareholders, the following business is special business:

(a) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;

(b) at an annual general meeting, all business is special business except for the following:

  (i) business relating to the conduct of or voting at the meeting;

  (ii) consideration of any financial statements of the Company presented to the meeting;

  (iii) consideration of any reports of the directors or auditor;

  (iv) the setting or changing of the number of directors;

  (v) the election or appointment of directors;

  (vi) the appointment of an auditor;

  (vii) the setting of the remuneration of an auditor;

  (viii) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution; and

  (ix) any other business which, under these Articles or the *Business Corporations Act*, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

11.2 Special Majority

The majority of votes required for the Company to pass a special resolution at a meeting of shareholders is two-thirds of the votes cast on the resolution.

11.3 Quorum

Subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of shareholders is two persons who are, or who represent by proxy, shareholders who, in the aggregate, hold at least 10% of the issued shares entitled to be voted at the meeting.

11.4 One Shareholder May Constitute Quorum

If there is only one shareholder entitled to vote at a meeting of shareholders:

(a) the quorum is one person who is, or who represents by proxy, that shareholder, and

(b) that shareholder, present in person or by proxy, may constitute the meeting.

11.5 Other Persons May Attend

The directors, the president (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company and any other persons invited by the directors are entitled to attend any meeting of shareholders, but if any of those persons does attend a meeting of shareholders, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting.

11.6 Requirement of Quorum

No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but such quorum need not be present throughout the meeting.

11.7 Lack of Quorum

If, within one-half hour from the time set for the holding of a meeting of shareholders, a quorum is not present:

(a) in the case of a general meeting requisitioned by shareholders, the meeting is dissolved, and

(b) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place.

11.8 Lack of Quorum at Succeeding Meeting

If, at the meeting to which the meeting referred to in Article 11.7(b) was adjourned, a quorum is not present within one-half hour from the time set for the holding of the meeting, the person or persons present and being, or representing by proxy, one or more shareholders entitled to attend and vote at the meeting constitute a quorum.

11.9 Chair

The following individual is entitled to preside as chair at a meeting of shareholders:

(a) the chair of the board, if any; or

(b) if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any.

11.10 Selection of Alternate Chair

If, at any meeting of shareholders, there is no chair of the board or president present within 15 minutes after the time set for holding the meeting, or if the chair of the board and the president are unwilling to act as chair of the meeting, or if the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present must choose one of their number to be chair of the meeting or if all of the directors present decline to take the chair or fail to so choose or if no director is present, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting.

11.11 Adjournments

The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

11.12 Notice of Adjourned Meeting

It is not necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

11.13 Decisions by Show of Hands or Poll

Subject to the *Business Corporations Act*, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by at least one shareholder entitled to vote who is present in person or by proxy.

11.14 Declaration of Result

The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried by the necessary majority or is defeated is, unless a poll is directed by the chair or demanded under Article 11.13, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.15 Motion Need Not be Seconded

No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion.

11.16 Casting Vote

In case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder.

11.17 Manner of Taking Poll

Subject to Article 11.8, if a poll is duly demanded at a meeting of shareholders:

(a) the poll must be taken:

(i) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and

(ii) in the manner, at the time and at the place that the chair of the meeting directs;

(b) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and

(c) the demand for the poll may be withdrawn by the person who demanded it.

11.18 Demand for Poll on Adjournment

A poll demanded at a meeting of shareholders on a question of adjournment must be taken immediately at the meeting.

11.19 Chair Must Resolve Dispute

In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the dispute, and his or her determination made in good faith is final and conclusive.

11.20 Casting of Votes

On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way.

11.21 Demand for Poll

No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected.

11.22 Demand for Poll Not to Prevent Continuance of Meeting

The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded.

11.23 Retention of Ballots and Proxies

The Company must, for at least three months after a meeting of shareholders, keep each ballot cast on a poll and each proxy voted at the meeting, and, during that period, make them available for inspection during normal business hours by any shareholder or proxyholder entitled to vote at the meeting. At the end of such three month period, the Company may destroy such ballots and proxies.

12. VOTES OF SHAREHOLDERS

12.1 Number of Votes by Shareholder or by Shares

Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Article 12.3:

(a) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and

(b) on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy.

12.2 Votes of Persons in Representative Capacity

A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chair of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting.

12.3 Votes by Joint Holders

If there are joint shareholders registered in respect of any share:

(a) any one of the joint shareholders may vote at any meeting, either personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or

(b) if more than one of the joint shareholders is present at any meeting, personally or by proxy, and more than one of them votes in respect of that share, then only the vote of the joint shareholder present whose name stands first on the central securities register in respect of the share will be counted.

12.4 Legal Personal Representatives as Joint Shareholders

Two or more legal personal representatives of a shareholder in whose sole name any share is registered are, for the purposes of Article 12.3, deemed to be joint shareholders.

12.5 Representative of a Corporate Shareholder

If a corporation, that is not a subsidiary of the Company, is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and:

(a) for that purpose, the instrument appointing a representative must:

  (i) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting; or

  (ii) be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting;

(b) if a representative is appointed under this Article 12.5:

(i) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and

(ii) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.6 Proxy Provisions Do Not Apply to All Companies

Articles 12.7 to 12.15 do not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

12.7 Appointment of Proxy Holders

Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders of the Company may, by proxy, appoint one or more (but not more than five) proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy.

12.8 Alternate Proxy Holders

A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder.

12.9 When Proxy Holder Need Not Be Shareholder

A person must not be appointed as a proxy holder unless the person is a shareholder, although a person who is not a shareholder may be appointed as a proxy holder if:

(a) the person appointing the proxy holder is a corporation or a representative of a corporation appointed under Article 12.5;

(b) the Company has at the time of the meeting for which the proxy holder is to be appointed only one shareholder entitled to vote at the meeting; or

(c) the shareholders present in person or by proxy at and entitled to vote at the meeting for which the proxy holder is to be appointed, by a resolution on which the proxy holder is not entitled to vote but in respect of which the proxy holder is to be counted in the quorum, permit the proxy holder to attend and vote at the meeting.

12.10 Deposit of Proxy

A proxy for a meeting of shareholders must:

(a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting; or

(b) unless the notice provides otherwise, be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting.

A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.11 Validity of Proxy Vote

A vote given in accordance with the terms of a proxy is valid notwithstanding the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received:

(a) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or

(b) by the chair of the meeting, before the vote is taken.

12.12 Form of Proxy

A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting:

(NAME OF COMPANY)
(the "**Company**")

The undersigned, being a shareholder of the Company, hereby appoints [name] or, failing that person, [name], as proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on [month, day, year] and at any adjournment of that meeting.

Number of shares in respect of which this proxy is given (if no number is specified, then this proxy is given in respect of all shares registered in the name of the shareholder): _____

Signed [month, day, year]

_____
[Signature of shareholder]

_____
[Name of shareholder—printed]

12.13 Revocation of Proxy

Subject to Article 12.14, every proxy may be revoked by an instrument in writing that is:

(a) received at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or

(b) provided, at the meeting, to the chair of the meeting.

12.14 Revocation of Proxy Must Be Signed

An instrument referred to in Article 12.13 must be signed as follows:

(a) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her legal personal representative or trustee in bankruptcy;

(b) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 12.5.

12.15 Production of Evidence of Authority to Vote

The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

13. DIRECTORS

13.1 First Directors; Number of Directors

The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the *Business Corporations Act*. The number of directors, excluding additional directors appointed under Article 14.8, is set at:

(a) subject to paragraphs 13.1(b)and 13.1(c), the number of directors that is equal to the number of the Company's first directors:

(b) if the Company is a public company, the greater of three and the most recently set of:

  (i) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and

  (ii) the number of directors set under Article 14.4:

(c) if the Company is not a public company, the most recently set of:

  (i) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and

  (ii) the number of directors set under Article 14.4.

13.2 Change In Number of Directors

If the number of directors is set under Articles 13.1(b)(i) or 13.1(c)(i):

(a) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number;

(b) if the shareholders do not elect or appoint the directors needed to fill any vacancies in the board of directors up to that number contemporaneously with the setting of that number, then the directors may appoint, or the shareholders may elect or appoint, directors to fill those vacancies.

13.3 Directors' Acts Valid Despite Vacancy

An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office.

13.4 Qualifications of Directors

A director is not required to hold a share of the Company as qualification for his or her office but must be qualified as required by the *Business Corporations Act* to become, act or continue to act as a director.

13.5 Remuneration of Directors

The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors, if any, will be determined by the shareholders. That remuneration may be in addition to any salary or other remuneration paid to any officer or employee of the Company as such, who is also a director.

13.6 Reimbursement of Expenses of Directors

The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company.

13.7 Special Remuneration for Directors

If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, he or she may be paid remuneration fixed by the directors, or, at the option of that director, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

13.8 Gratuity, Pension or Allowance on Retirement of Director

Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

14. ELECTION AND REMOVAL OF DIRECTORS

14.1 Election at Annual General Meeting

At every annual general meeting and in every unanimous resolution contemplated by Article 10.2:

(a) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and

(b) all the directors cease to hold office immediately before the election or appointment of directors under paragraph 14.1(a), but are eligible for re-election or re-appointment.

14.2 Consent to be a Director

No election, appointment or designation of an individual as a director is valid unless:

(a) that individual consents to be a director in the manner provided for in the *Business Corporations Act*;

(b) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or

(c) with respect to first directors, the designation is otherwise valid under the *Business Corporations Act*.

14.3 Failure to Elect or Appoint Directors

If:

(a) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Article 10.2, on or before the date by which the annual general meeting is required to be held under the *Business Corporations Act*; or

(b) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Article 10.2, to elect or appoint any directors;

then each director then in office continues to hold office until the earlier of:

(c) the date on which his or her successor is elected or appointed; and

(d) the date on which he or she otherwise ceases to hold office under the *Business Corporations Act* or these Articles.

14.4 Places of Retiring Directors Not Filled

If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles until further new directors are elected at a meeting of shareholders convened for that purpose. If any such election or continuance of directors does not result in the election or continuance of the number of directors for the time being set pursuant to these Articles, the number of directors of the Company is deemed to be set at the number of directors actually elected or continued in office.

14.5 Directors May Fill Casual Vacancies

Any casual vacancy occurring in the board of directors may be filled by the directors.

14.6 Remaining Directors Power to Act

The directors may act notwithstanding any vacancy in the board of directors, but if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may only act for the purpose of appointing directors up to that number or of summoning a meeting of shareholders for the purpose of filling any vacancies on the board of directors or, subject to the *Business Corporations Act*, for any other purpose.

14.7 Shareholders May Fill Vacancies

If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors.

14.8 Additional Directors

Notwithstanding Articles 13.1 and 13.2, between annual general meetings or unanimous resolutions contemplated by Article 10.2, the directors may appoint one or more additional directors, but the number of additional directors appointed under this Article 14.8 must not at any time exceed:

(a) one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or

(b) in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this Article 14.8.

Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Article 14.1(a), but is eligible for re-election or re-appointment.

14.9 Ceasing to be a Director

A director ceases to be a director when:

(a) the term of office of the director expires;

(b) the director dies;

(c) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or

(d) the director is removed from office pursuant to Articles 14.10 or 14.11.

14.10 Removal of Director by Shareholders

The Company may remove any director before the expiration of his or her term of office by special resolution. In that event, the shareholders may elect, or appoint by ordinary resolution, a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

14.11 Removal of Director by Directors

The directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy.

15. ALTERNATE DIRECTORS

15.1 Appointment of Alternate Director

Any director (an "**appointor**") may by notice in writing received by the Company appoint any person (an "**appointee**") who is qualified to act as a director to be his or her alternate to act in his or her place at meetings of the directors or committees of the directors at which the appointor is not present unless (in the case of an appointee who is not a director) the directors have reasonably disapproved the appointment of such person as an alternate director and have given notice to that effect to his or her appointor within a reasonable time after the notice of appointment is received by the Company.

15.2 Notice of Meetings

Every alternate director so appointed is entitled to notice of meetings of the directors and of committees of the directors of which his or her appointor is a member and to attend and vote as a director at any such meetings at which his or her appointor is not present.

15.3 Alternate for More Than One Director Attending Meetings

A person may be appointed as an alternate director by more than one director, and an alternate director:

(a) will be counted in determining the quorum for a meeting of directors once for each of his or her appointors and, in the case of an appointee who is also a director, once more in that capacity;

(b) has a separate vote at a meeting of directors for each of his or her appointors and, in the case of an appointee who is also a director, an additional vote in that capacity;

(c) will be counted in determining the quorum for a meeting of a committee of directors once for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, once more in that capacity;

(d) has a separate vote at a meeting of a committee of directors for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, an additional vote in that capacity.

15.4 Consent Resolutions

Every alternate director, if authorized by the notice appointing him or her, may sign in place of his or her appointor any resolutions to be consented to in writing.

15.5 Alternate Director Not an Agent

Every alternate director is deemed not to be the agent of his or her appointor.

15.6 Revocation of Appointment of Alternate Director

An appointor may at any time, by notice in writing received by the Company, revoke the appointment of an alternate director appointed by him or her.

15.7 Ceasing to be an Alternate Director

The appointment of an alternate director ceases when:

(a) his or her appointor ceases to be a director and is not promptly re-elected or re-appointed;

(b) the alternate director dies;

(c) the alternate director resigns as an alternate director by notice in writing provided to the Company or a lawyer for the Company;

(d) the alternate director ceases to be qualified to act as a director; or

(e) his or her appointor revokes the appointment of the alternate director.

15.8 Remuneration and Expenses of Alternate Director

The Company may reimburse an alternate director for the reasonable expenses that would be properly reimbursed if he or she were a director, and the alternate director is entitled to receive from the Company such proportion, if any, of the remuneration otherwise payable to the appointor as the appointor may from time to time direct.

16. POWERS AND DUTIES OF DIRECTORS

16.1 Powers of Management

The directors must, subject to the *Business Corporations Act* and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the *Business Corporations Act* or by these Articles, required to be exercised by the shareholders of the Company.

16.2 Appointment of Attorney of Company

The directors may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her.

17. Disclosure of Interest of Directors

17.1 Obligation to Account for Profits

A director or senior officer who holds a disclosable interest (as that term is used in the *Business Corporations Act*) in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the *Business Corporations Act*.

17.2 Restrictions on Voting by Reason of Interest

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter is not entitled to vote on any directors' resolution to approve that contract or transaction, unless all the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution.

17.3 Interested Director Counted in Quorum

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter and who is present at the meeting of directors at which the contract or transaction is considered for approval may be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting.

17.4 Disclosure of Conflict of Interest or Property

A director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, must disclose the nature and extent of the conflict as required by the *Business Corporations Act*.

17.5 Director Holding Other Office in the Company

A director may hold any office or place of profit with the Company, other than the office of auditor of the Company, in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine.

17.6 No Disqualification

No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or place of profit the director holds with the Company or as vendor, purchaser or otherwise, and no contract or transaction entered into by or on behalf of the Company in which a director is in any way interested is liable to be voided for that reason.

17.7 Professional Services by Director or Officer

Subject to the *Business Corporations Act*, a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer.

17.8 Director or Officer In Other Corporations

A director or officer may be or become a director, officer or employee of, or otherwise interested in, any person in which the Company may be interested as a shareholder or otherwise, and, subject to the *Business Corporations Act*, the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other person.

18. PROCEEDINGS OF DIRECTORS

18.1 Meetings of Directors

The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at the place, at the time and on the notice, if any, as the directors may from time to time determine.

18.2 Voting at Meetings

Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

18.3 Chair of Meetings

The following individual is entitled to preside as chair at a meeting of directors:

(a) the chair of the board, if any;

(b) in the absence of the chair of the board, the president, if any, if the president is a director; or

(c) any other director chosen by the directors if:

  (i) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting;

  (ii) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or

  (iii) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

18.4 Meetings by Telephone or Other Communications Medium

A director may participate in a meeting of the directors or of any committee of the directors in person or by telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director may participate in a meeting of the directors or of any committee of the directors by a communications medium other than telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other and if all directors who wish to participate in the meeting agree to such participation. A director who participates in a meeting in a manner contemplated by this Article 18.4 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner.

18.5 Calling of Meetings

A director may, and the secretary or an assistant secretary of the Company, if any, on the request of a director must, call a meeting of the directors at any time.

18.6 Notice of Meetings

Other than for meetings held at regular intervals as determined by the directors pursuant to Article 18.1, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors and the alternate directors by any method set out in Article 24.1 or orally or by telephone.

18.7 When Notice Not Required

It is not necessary to give notice of a meeting of the directors to a director or an alternate director if:

(a) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or

(b) the director or alternate director, as the case may be, has waived notice of the meeting.

18.8 Meeting Valid Despite Failure to Give Notice

The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director or alternate director, does not invalidate any proceedings at that meeting.

18.9 Waiver of Notice of Meetings

Any director or alternate director may send to the Company a document signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to that director and, unless the director otherwise requires by notice in writing to the Company, to his or her alternate director, and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director or alternate director.

18.10 Quorum

The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is deemed to be set at a majority of the board of directors or, if the number of directors is set at one, is deemed to be set at one director, and that director may constitute a meeting.

18.11 Validity of Acts Where Appointment Defective

Subject to the *Business Corporations Act*, an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer.

18.12 Consent Resolutions in Writing

A resolution of the directors or of any committee of the directors consented to in writing by all of the directors entitled to vote on it, whether by signed document, fax, email or any other method of transmitting

legibly recorded messages, is as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors duly called and held. Such resolution may be in two or more counterparts which together are deemed to constitute one resolution in writing. A resolution passed in that manner is effective on the date stated in the resolution or on the latest date stated on any counterpart. A resolution of the directors or of any committee of the directors passed in accordance with this Article 18.12 is deemed to be a proceeding at a meeting of directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the *Business Corporations Act* and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

19. EXECUTIVE AND OTHER COMMITTEES

19.1 Appointment and Powers of Executive Committee

The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and this committee has, during the intervals between meetings of the board of directors, all of the directors' powers, except:

(a) the power to fill vacancies in the board of directors;

(b) the power to remove a director;

(c) the power to change the membership of, or fill vacancies in, any committee of the directors; and

(d) such other powers, if any, as may be set out in the resolution or any subsequent directors' resolution.

19.2 Appointment and Powers of Other Committees

The directors may, by resolution:

(a) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;

(b) delegate to a committee appointed under paragraph 19.2(a) any of the directors' powers, except:

  (i) the power to fill vacancies in the board of directors;

  (ii) the power to remove a director;

  (iii) the power to change the membership of, or fill vacancies in, any committee of the directors; and

  (iv) the power to appoint or remove officers appointed by the directors; and

  (v) make any delegation referred to in paragraph 19.2(b) subject to the conditions set out in the resolution or any subsequent directors' resolution.

19.3 Obligations of Committees

Any committee appointed under Articles 19.1 or 19.2, in the exercise of the powers delegated to it, must:

(a) conform to any rules that may from time to time be imposed on it by the directors; and

(b) report every act or thing done in exercise of those powers at such times as the directors may require.

19.4 Powers of Board

The directors may, at any time, with respect to a committee appointed under Articles 19.1 or 19.2:

(a) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding;

(b) terminate the appointment of, or change the membership of, the committee; and

(c) fill vacancies in the committee.

19.5 Committee Meetings

Subject to Article 19.3(a) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Articles 19.1 or 19.2:

(a) the committee may meet and adjourn as it thinks proper;

(b) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;

(c) a majority of the members of the committee constitutes a quorum of the committee; and

(d) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting does not have a second or casting vote.

20. OFFICERS

20.1 Directors May Appoint Officers

The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate any such appointment.

20.2 Functions, Duties and Powers of Officers

The directors may, for each officer:

(a) determine the functions and duties of the officer;

(b) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and

(c) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

20.3 Qualifications

No officer may be appointed unless that officer is qualified in accordance with the *Business Corporations Act*. One person may hold more than one position as an officer of the Company. Any person appointed as the chair of the board or as the managing director must be a director. Any other officer need not be a director.

20.4 Remuneration and Terms of Appointment

All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits or otherwise) that the directors thinks fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Company, a pension or gratuity.

21. INDEMNIFICATION

21.1 Definitions

In this Article 21:

(a) **"eligible penalty"** means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;

(b) **"eligible proceeding"** means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director, former director or alternate director of the Company (an **"eligible party"**) or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director or alternate director of the Company:

  (i) is or may be joined as a party; or

  (ii) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;

(c) **"expenses"** has the meaning set out in the *Business Corporations Act*.

21.2 Mandatory Indemnification of Directors and Former Directors

Subject to the *Business Corporations Act*, the Company must indemnify a director, former director or alternate director of the Company and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each director and alternate director is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 21.2.

21.3 Indemnification of Other Persons

Subject to any restrictions in the *Business Corporations Act*, the Company may indemnify any person.

21.4 Non-Compliance with *Business Corporations Act*

The failure of a director, alternate director or officer of the Company to comply with the *Business Corporations Act* or these Articles does not invalidate any indemnity to which he or she is entitled under this Part.

21.5 Company May Purchase Insurance

The Company may purchase and maintain insurance for the benefit of any person (or his or her heirs or legal personal representatives) who:

(a) is or was a director, alternate director, officer, employee or agent of the Company;

(b) is or was a director, alternate director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company;

(c) at the request of the Company, is or was a director, alternate director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity;

(d) at the request of the Company, holds or held a position equivalent to that of a director, alternate director or officer of a partnership, trust, joint venture or other unincorporated entity;

against any liability incurred by him or her as such director, alternate director, officer, employee or agent or person who holds or held such equivalent position.

22. DIVIDENDS

22.1 Payment of Dividends Subject to Special Rights

The provisions of this Article 22 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends.

22.2 Declaration of Dividends

Subject to the *Business Corporations Act*, the directors may from time to time declare and authorize payment of such dividends as they may deem advisable.

22.3 No Notice Required

The directors need not give notice to any shareholder of any declaration under Article 22.2.

22.4 Record Date

The directors may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. If no record date is set, the record date is 5 p.m. on the date on which the directors pass the resolution declaring the dividend.

22.5 Manner of Paying Dividend

A resolution declaring a dividend may direct payment of the dividend wholly or partly by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company, or in any one or more of those ways.

22.6 Settlement of Difficulties

If any difficulty arises in regard to a distribution under Article 22.5, the directors may settle the difficulty as they deem advisable, and, in particular, may:

(a) set the value for distribution of specific assets;

(b) determine that cash payments in substitution for all or any part of the specific assets to which any shareholders are entitled may be made to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and

(c) vest any such specific assets in trustees for the persons entitled to the dividend.

22.7 When Dividend Payable

Any dividend may be made payable on such date as is fixed by the directors.

22.8 Dividends to be Paid in Accordance with Number of Shares

All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

22.9 Receipt by Joint Shareholders

If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

22.10 Dividend Bears No Interest

No dividend bears interest against the Company.

22.11 Fractional Dividends

If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

22.12 Payment of Dividends

Any dividend or other distribution payable in cash in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the address of the shareholder, or in the case of joint shareholders, to the address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless such

cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority.

22.13 Capitalization of Surplus

Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the surplus or any part of the surplus.

23. Documents, Records and Reports

23.1 Recording of Financial Affairs

The directors must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the *Business Corporations Act*.

23.2 Inspection of Accounting Records

Unless the directors determine otherwise, or unless otherwise determined by ordinary resolution, no shareholder of the Company is entitled to inspect or obtain a copy of any accounting records of the Company.

24. Notices

24.1 Method of Giving Notice

Unless the *Business Corporations Act* or these Articles provides otherwise, a notice, statement, report or other record required or permitted by the *Business Corporations Act* or these Articles to be sent by or to a person may be sent by any one of the following methods:

(a) mail addressed to the person at the applicable address for that person as follows:

- (i) for a record mailed to a shareholder, the shareholder's registered address;
- (ii) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class;
- (iii) in any other case, the mailing address of the intended recipient;

(b) delivery at the applicable address for that person as follows, addressed to the person:

- (i) for a record delivered to a shareholder, the shareholder's registered address;
- (ii) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class;
- (iii) in any other case, the delivery address of the intended recipient;

(c) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;

(d) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class;

(e) physical delivery to the intended recipient.

24.2 Deemed Receipt of Mailing

A record that is mailed to a person by ordinary mail to the applicable address for that person referred to in Article 24.1 is deemed to be received by the person to whom it was mailed on the day, Saturdays, Sundays and holidays excepted, following the date of mailing.

24.3 Certificate of Sending

A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that behalf for the Company stating that a notice, statement, report or other record was addressed as required by Article 24.1, prepaid and mailed or otherwise sent as permitted by Article 24.1 is conclusive evidence of that fact.

24.4 Notice to Joint Shareholders

A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing the notice to the joint shareholder first named in the central securities register in respect of the share.

24.5 Notice to Trustees

A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by:

(a) mailing the record, addressed to them:

(i) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and

(ii) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or

(b) if an address referred to in paragraph 24.5(a)(ii) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

25. SEAL

25.1 Who May Attest Seal

Except as provided in Articles 25.2 and 25.3, the Company's seal, if any, must not be impressed on any record except when that impression is attested by the signatures of:

(a) any two directors;

(b) any officer, together with any director;

(c) if the Company only has one director, that director; or

(d) any one or more directors or officers or persons as may be determined by the directors.

25.2 Sealing Copies

For the purpose of certifying under seal a certificate of incumbency of the directors or officers of the Company or a true copy of any resolution or other document, despite Article 25.1, the impression of the seal may be attested by the signature of any director or officer.

25.3 Mechanical Reproduction of Seal

The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the *Business Corporations Act* or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and the chair of the board or any senior officer together with the secretary, treasurer, secretary-treasurer, an assistant secretary, an assistant treasurer or an assistant secretary-treasurer may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures or other securities by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

26. PROHIBITIONS

26.1 Definitions

In this Article 26:

(a) **"designated security"** means:

(i) a voting security of the Company;

(ii) a security of the Company that is not a debt security and that carries a residual right to participate in the earnings of the Company or, on the liquidation or winding up of the Company, in its assets; or

(iii) a security of the Company convertible, directly or indirectly, into a security described in paragraph 26.1(a)(i) and 26.1(a)(ii);

(b) **"security"** has the meaning assigned in the *Securities Act* (British Columbia);

(c) **"voting security"** means a security of the Company that:

(i) is not a debt security, and

(ii) carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing.

26.2 Application

Article 26.3 does not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

26.3 Consent Required for Transfer of Shares or Designated Securities

No share or designated security may be sold, transferred or otherwise disposed of without the consent of the directors and the directors are not required to give any reason for refusing to consent to any such sale, transfer or other disposition.

The foregoing articles are approved by all the directors of the Company pursuant to the provisions of the *Business Corporations Act* (British Columbia).

_____ _____

_____

SCHEDULE "B"

WINDARRA – OPTIONS, RIGHTS, WARRANTS AND OTHER CONVERTIBLE SECURITIES OUTSTANDING

Windarra Minerals Ltd.			
Summary of Convertible Securities			
As at July 29, 2013			
WARRANTS			
Purchaser	**Exercise Price**	**Potential Common Shares**	**Expiry Date**
John Pallot ●	0.05 before May 24, 2014 0.10 after May 24, 2014	3,000,000 300,000	May 24, 2018 May 24, 2018
Total		**3,300,000**	
OPTIONS	**Exercise Price**	**Potential Common Shares**	**Expiry Date**
Robert Fraser	0.18	100,000	December 29, 2015
Charlie Greig	0.18	100,000	December 29, 2015
Gary McDonald	0.18	300,000	December 29, 2015
John Pallot	0.18	700,000	December 29, 2015
Susan Tessman	0.18	250,000	December 29, 2015
Janet Matheson	0.18	25,000	December 29, 2015
Robert Fraser	0.18	200,000	June 10, 2016
Charlie Greig	0.18	250,000	June 10, 2016
Gary McDonald	018	50,000	June 10, 2016
Total		**1,975,000**	

SCHEDULE "C"

FORM OF VOTING SUPPORT AGREEMENT

VOTING SUPPORT AGREEMENT

In consideration of Wesdome Gold Mines Ltd. (the "**Purchaser**") entering into an agreement dated the date hereof (the "**Amalgamation Agreement**") with Windarra Minerals Ltd. (the "**Company**"), providing for a business combination involving the Company, the Purchaser and a wholly-owned subsidiary of the Purchaser (the "**Transaction**"), this voting support agreement (the "**Agreement**") dated as of _____, 2013, sets out the terms on which _____ (the "**Consenting Securityholder**") undertakes to take certain actions and do certain things to support the Transaction.

A. **WHEREAS** the Company is proposing to hold a special meeting (the "**Windarra Meeting**") of the shareholders of the Company to approve, *inter alia*, (i) the direct or indirect acquisition of the common shares of the Company by the Purchaser by way of the Transaction, and (ii) such other ancillary matters as the board of directors of the Company may deem necessary in order to give effect to the Transaction;

B. **AND WHEREAS** the Consenting Securityholder wishes to support the Transaction subject to the terms and conditions contained herein;

C. **AND WHEREAS** the parties have agreed to enter into this Agreement to provide for the support by the Consenting Securityholder of the Transaction;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreement herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

Section 1.1 Defined Terms.

(1) Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed thereto in the Amalgamation Agreement.

(2) The Consenting Securityholder and the Purchaser are collectively referred to as the "**parties**" and each a "**party**".

(3) "**Board**" means the board of directors of the Company.

(4) "**Relevant Securities**" means the Common Shares, Options to acquire Common Shares, and other convertible securities of the Company listed on Schedule "A" and any Common Shares acquired by the Consenting Securityholder or any affiliate of the Consenting Securityholder subsequent to the date hereof, and shall include all securities which such Relevant Securities may be converted into, exchanged for or otherwise changed into.

Section 1.2 Certain Rules of Interpretation.

In this Agreement, unless otherwise specified:

(1) **Headings, etc.** The division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Agreement.

(2) **Gender and Number.** Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

(3) **Certain Phrases, etc.** The words (i) "**including**", "**includes**" and "**include**" mean "**including (or includes or include) without limitation,**" and (ii) unless stated otherwise, "**Article**", "**Section**", and "**Schedule**" followed by a number or letter mean and refer to the specified Article or Section of or Schedule to this Agreement.

(4) **References to persons and Agreements.** Any reference to a person includes its **heirs, administrators, executors, legal personal representatives,** successors and permitted assigns. The term "**Agreement**" and any reference in this Agreement to this Agreement or any other agreement or document includes, and is a reference to, this Agreement or such other agreement or document as it may have been, or may from time to time be amended, restated, replaced, supplemented or novated and includes all schedules to it.

(5) **Computation of Time.** A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. on the next Business Day if the last day of the period is not a Business Day.

(6) **Time References.** References to time are to local time, Toronto, Ontario.

Section 1.3 Schedule.

The schedule attached to this Agreement forms an integral part of this Agreement for all purposes of it.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of Consenting Securityholder.

(1) The Consenting Securityholder hereby represents and warrants to the Purchaser (and acknowledges that the Purchaser is relying upon such representations and warranties) that:

(a) The Consenting Securityholder is the registered and/or beneficial owner of, or exercises control or direction over, all of the Relevant Securities listed in Schedule "A", in each case free and clear of all liens, charges or other encumbrances.

(b) Other than the Relevant Securities, the Consenting Securityholder does not own (as registered owner or beneficial owner), or exercise control or direction over, any Common Shares or any options, warrants or other rights to acquire any additional Common Shares or any security exercisable for or convertible into Common Shares.

(c) Except pursuant hereto, no person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Relevant Securities, or any interest therein or right thereto, and none of the Relevant Securities are subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote the Relevant Securities, call meetings of holders of the Common Shares or give consents or approvals of any kind.

(d) The Consenting Securityholder has the full authority and capacity to vote or direct the voting of the Relevant Securities, to give or cause to be given a proxy for the Relevant Securities in connection with the Windarra Meeting, and has the power and authority to dispose of the entire legal and beneficial interest in the Relevant Securities.

(e) This Agreement has been duly executed and delivered by the Consenting Securityholder and constitutes a legal, valid and binding obligation of the Consenting Securityholder, enforceable in accordance with its terms, subject to laws of general application and bankruptcy, insolvency and other similar laws affecting creditors' rights generally and general principles of equity.

(f) The execution and delivery of this Agreement by the Consenting Securityholder and the performance by the Consenting Securityholder of its obligations contemplated herein do not and will not: (i) violate or conflict with any judgment, order, notice, decree, statute, law, ordinance, rule or regulation applicable to the Consenting Securityholder or any of its assets, (ii) require any consent, approval or authorization of, or declaration or filing with, any Governmental Entity or other person on the part of the Consenting Securityholder, or (iii) constitute a default, violation or breach under any contract, commitment, agreement, arrangement, understanding or restriction to which the Consenting Securityholder is a party or by which it is bound, except such violations, conflicts, defaults or breaches which could not, individually or in the aggregate, impair the ability of the Consenting Securityholder to perform its obligations under this Agreement.

(g) To the best of its knowledge, there is no proceeding, claim or investigation pending before any Governmental Entity, or threatened against the Consenting Securityholder or any of its properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Consenting Securityholder's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.

Section 2.2 Representations and Warranties the Purchaser.

(1) The Purchaser hereby represents and warrants to the Consenting Securityholder (and acknowledges that the Consenting Securityholder is relying upon such representations and warranties) that:

(a) The Purchaser is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation.

(b) The Purchaser has all necessary corporate power and authority to execute and deliver this Agreement.

(c) This Agreement has been duly executed and delivered by the Purchaser, and constitutes a legal, valid and binding obligation of the Purchaser, enforceable in accordance with its terms, subject to laws of general application and bankruptcy, insolvency and other similar laws affecting creditors' rights generally and general principles of equity.

(d) The execution and delivery of and performance by the Purchaser of this Agreement: (i) do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) constitute or result in a violation or breach of, or conflict with, or allow any other person to exercise any rights under, any of the terms or provisions of their respective constating documents or by-laws; and (ii) do not and will not (or would not with the giving of notice, the lapse of time or the happening or any other event or condition) constitute or result in a breach or violation of, or conflict with or allow any other person to exercise any rights under, any of the terms or provisions of any material contracts or instruments to which it is a party.

(e) To the best of the knowledge of the Purchaser, there is no proceeding, claim or investigation pending before any Governmental Entity, or threatened against the Purchaser that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Purchaser's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.

ARTICLE 3
CONSENTING SECURITYHOLDER COVENANTS

Section 3.1 Transfer of Relevant Securities.

(1) The Consenting Securityholder agrees that during the term of this Agreement, it will not, except as expressly contemplated by this Agreement, directly or indirectly, in any manner:

(a) sell, transfer, gift, assign, pledge, hypothecate, encumber, convert or otherwise dispose of any of the Relevant Securities or any interest therein or enter into any agreement, arrangement or understanding in connection therewith, provided that, the Consenting Securityholder may (i) exercise Options to acquire additional Common Shares, and (ii) transfer Relevant Securities to a corporation, family trust, RRSP or other entity directly or indirectly owned or controlled by the Consenting Securityholder or under common control with or controlling the Consenting Securityholder, provided that (w) such transfer shall not relieve or release the Consenting Securityholder of or from its obligations under this Agreement, including, without limitation, the obligation of the Consenting Securityholder to vote or cause to be voted all Relevant Securities in favour of the Transaction, (x) prompt written notice of such transfer is provided to the Purchaser, (y) the transferee agrees to be bound by the terms hereof pursuant to documentation approved in writing by the Purchaser in advance of such transfer, and (z) the transferee continues to be a corporation or other entity directly or indirectly controlling the Consenting Securityholder, or owned or controlled by the Consenting Securityholder, at all times prior to the Effective Date; or

(b) deposit any of the Relevant Securities into a voting trust, or grant (or permit to be granted) any proxies or powers of attorney or attorney in fact, or enter into a voting agreement, understanding or arrangement, with respect to the voting of its Relevant Securities, in each case, without having first obtained the prior written consent of the

Purchaser, which consent is within the sole discretion of the Purchaser and may be unreasonably withheld.

Section 3.2 Non-Solicitation.

(1) The Consenting Securityholder agrees that it shall:

(a) not, directly or indirectly:

(i) solicit, initiate, knowingly encourage or otherwise facilitate, (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the Company or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer regarding an Acquisition Proposal or potential Acquisition Proposal;

(ii) enter into or otherwise engage or participate in any substantive discussions or negotiations with any person (other than the Purchaser) regarding any inquiry, proposal or offer regarding an Acquisition Proposal or potential Acquisition Proposal;

(iii) accept, approve, endorse or recommend, or publicly propose to accept, approve, endorse or recommend, any Acquisition Proposal; and

(iv) accept or enter into or propose publicly to accept or enter into a contract with any person relating to an Acquisition Proposal; and

(b) immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussions or negotiations commenced prior to the date of this Agreement with any person (other than the Purchaser) by or on behalf of the Consenting Securityholder with respect to any Acquisition Proposal or potential Acquisition Proposal, whether or not initiated by the Consenting Securityholder,

provided that if at any time, prior to obtaining the approval by the holders of Common Shares eligible to vote in respect of the resolution authorizing the Transaction, the Company receives a written Acquisition Proposal that did not result from a breach of any provision of any agreement then in effect between the Company and the Purchaser, the Consenting Securityholder may engage in or participate in discussions or negotiations with such person regarding such Acquisition Proposal provided that (i) the Board first determines that such Acquisition Proposal is or could reasonably be expected to lead to a Superior Proposal, (ii) the Company is otherwise permitted to take such actions under any provision of any agreement then in effect between the Company and the Purchaser (including that such person making such Acquisition Proposal has entered into a confidentiality agreement with the Company), and (iii) such Acquisition Proposal did not result from a breach by the Consenting Securityholder of the provisions of this Agreement.

Section 3.3 Voting.

(1) The Consenting Securityholder hereby irrevocably covenants, undertakes and agrees that it shall:

(a) vote (or cause to be voted) all of the Relevant Securities (to the extent that such Relevant Securities are entitled to a vote in respect of such matters):

(i) in favour of the approval, consent, ratification and adoption of the Transaction (and any actions required in furtherance thereof) at every meeting of the securityholders of the Company at which such matters are considered and at every adjournment or postponement thereof, and not withdraw any proxies or change its vote in respect thereof; and

(ii) against any resolution proposed by the Company or any other person that would reasonably be expected to adversely affect or reduce the likelihood of the successful completion of the Transaction or delay or interfere with, the completion of the Transaction;

(b) except as contemplated by this Agreement, not vote or grant to any person other than the Purchaser a proxy to vote or enter into any voting trust, vote pooling or other agreement with respect to the right to vote the Relevant Securities (and will cause such Relevant Securities not to be voted) in favour of any Acquisition Proposal;

(c) deliver, or cause to be delivered, to the Company's transfer agent, or as otherwise directed by the Company, after receipt of proxy materials for, and no later than ten (10) days before the date of, the Windarra Meeting or any other meeting of the securityholders (or any of them) of the Company called for the purpose of approving the Transaction, a duly executed proxy directing that the Relevant Securities be voted at such meeting in favour of the Transaction and all related matters;

(d) not support any action that is intended or would reasonably be expected to impede, interfere with, delay, postpone or discourage the completion of the Transaction; and

(e) not do anything that would reasonably be expected to frustrate or hinder the consummation of the Transaction.

(2) The Consenting Securityholder shall not, and hereby agrees not to:

(a) assert or exercise any dissent rights in respect of the Transaction or the transactions associated therewith that the Consenting Securityholder may have; and

(b) commence or participate in, and shall, and hereby agrees to, take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against the Company or Purchaser or any of their subsidiaries (or any of their respective successors) relating to the negotiation, execution and delivery of any agreement relating to the Transaction or the consummation of the Transaction.

(3) The Consenting Securityholder hereby revokes any and all previous proxies granted that may conflict or be inconsistent with the matters set forth in this Agreement and the Consenting Securityholder agrees not to, directly or indirectly, grant any other proxy or power of attorney with respect to the matters set forth in this Agreement except as expressly required or permitted by this Agreement.

Section 3.4 Change in Nature of Transaction.

(1) In the event that: (a) the Company, with the agreement of the Purchaser, determines in its good faith judgment that it is necessary or desirable to proceed with an alternative transaction structure, including, without limitation, plan of arrangement, a take-over bid or asset purchase, in

conjunction with or instead of the Transaction; (b) such alternative transaction provides the same, or better, financial treatment to all affected parties and the financial implications (including tax) for the Consenting Securityholder are the same or better; and (c) such alternative transaction is initiated on or before September 30, 2013, and is capable of being completed on or before September 30, 2013, (as described in each of the foregoing clauses (a), (b) and (c), a "**Revised Transaction**"), the Consenting Securityholder shall support the completion of the Revised Transaction in the same manner and to the same extent that it has agreed to support the Transaction under this Agreement and, in the event of a take-over bid, tender the Relevant Securities to such bid.

(2) In the event of any proposed Revised Transaction, the references in this Agreement to the Transaction shall be deemed to be changed to "Revised Transaction" and all terms, covenants, representations and warranties of this Agreement shall be and shall be deemed to have been made in the context of the Revised Transaction.

Section 3.5 No Agreement as Director or Officer.

The Consenting Securityholder makes no agreement or understanding in this Agreement in its capacity as a director or officer of the Company or any of its subsidiaries, and nothing in this Agreement: (a) will limit or affect any actions or omissions taken by the Consenting Securityholder in its capacity as such a director or officer, including in exercising rights under the Agreement, and no such actions or omissions shall be deemed a breach of this Agreement; or (b) will be construed to prohibit, limit or restrict the Consenting Securityholder from exercising its fiduciary duties as a director or officer of the Company.

ARTICLE 4
TERMINATION

Section 4.1 Termination.

(1) This Agreement shall automatically terminate upon the earlier of:

(a) the Effective Date; and

(b) the mutual consent in writing of the parties.

(2) This Agreement may be terminated by the Consenting Securityholder if:

(a) any representation or warranty of the Purchaser under this Agreement is untrue or incorrect in any material respect;

(b) the form or amount of the consideration offered by the Purchaser to the holders of Common Shares pursuant to the Transaction is reduced or changed and publicly announced by the Purchaser in any respect that is, in each case, materially adverse to the Consenting Securityholder;

(c) the Windarra Board of Directors publicly announces its recommendation in support of a Superior Proposal; or

(d) the Transaction is not completed by December 31, 2013,

provided that at the time of such termination, the Consenting Securityholder is not in material default in the performance of its obligations under this Agreement.

Section 4.2 Effect of Termination.

If this Agreement is terminated in accordance with the provisions of this ARTICLE 4, no party shall have any further liability to perform its obligations under this Agreement except as expressly contemplated by this Agreement, and provided that neither the termination of this Agreement nor anything contained in this ARTICLE 4 shall relieve any party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants made herein.

Section 4.3 Remedies.

The parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed by the Consenting Securityholder or the Purchaser in accordance with their specific terms or were otherwise breached by the Consenting Securityholder or the Purchaser. It is accordingly agreed that the parties shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement against the Consenting Securityholder or the Purchaser, as applicable, without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which the parties may be entitled at law or in equity.

ARTICLE 5
GENERAL PROVISIONS

Section 5.1 Disclosure.

(1) The Consenting Securityholder agrees:

(a) to the existence and factual details of this Agreement (other than registration particulars set out in Schedule "A") being set out in any public disclosure, including, without limitation, press releases, information circulars and court materials, produced by the Company or the Purchaser, at the discretion of the Company or the Purchaser, in connection with the Transaction; and

(b) to this Agreement (other than registration particulars set out in Schedule "A") being filed and/or available for inspection by the public to the extent required by applicable securities laws or stock exchange rules.

Section 5.2 Notices.

Any notice, or other communication given regarding the matters contemplated by this Agreement (must be in writing, sent by personal delivery, courier or facsimile (but not by electronic mail) and addressed:

(a) to the Purchaser at:

Wesdome Gold Mines Ltd.
Suite 1305 - 8 King Street West
Toronto, Ontario M5C 1B5

Attention: Donovan Pollitt, President and Chief Executive Officer
Email: dpollitt@wesdome.com
Facsimile: 416.360.7620

with a copy to:

Heenan Blaikie LLP
Bay Adelaide Centre
P.O. Box 2900
333 Bay Street, Suite 2900
Toronto Ontario M5H 2T4

Attention: Kyler Wells
Email: kwells@heenan.ca
Facsimile: 1.866.588.4953

(b) to the Consenting Securityholder at:

_____
_____
_____

Attention: _____
Email: _____
Facsimile: _____

With a copy to:

_____
_____
_____

Attention: _____
Email: _____
Facsimile: _____

Section 5.3 Time of the Essence.

Time is of the essence in this Agreement.

Section 5.4 Waiver.

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the party to be bound by the waiver. A party's failure or delay in exercising any right under this Agreement will not operate as a

waiver of that right. A single or partial exercise of any right will not preclude a party from any other or further exercise of that right or the exercise of any other right.

Section 5.5 Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

Section 5.6 Successors and Assigns.

(1) This Agreement becomes effective only when executed by the Consenting Securityholder and the Purchaser. After that time, it will be binding upon and enure to the benefit of the Consenting Securityholder, the Purchaser and their respective successors and permitted assigns.

(2) Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by any party without the prior written consent of the other party.

Section 5.7 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 5.8 Governing Law.

(1) This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

(2) Each party irrevocably attorns and submits to the exclusive jurisdiction of the Ontario courts situated in the City of Toronto and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

Section 5.9 Rules of Construction.

The parties to this Agreement waive the application of any law or rule of construction providing that ambiguities in any agreement or other document shall be construed against the party drafting such agreement or other document.

Section 5.10 Language.

The parties expressly acknowledge that they have requested that this Agreement and all ancillary and related documents thereto be drafted in the English language only. Les parties aux présentes reconnaissent

avoir exigé que la présente entente et tous les documents qui y sont accessoires soient rédigés en anglais seulement.

Section 5.11 Counterparts.

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the parties.

This Agreement has been agreed and accepted on the date first written above.

WESDOME GOLD MINES LTD.

By: _____
Authorized Signing Officer

If a corporation:

By: _____
Authorized Signing Officer

If an individual:

_____
Consenting Securityholder

_____
Witness

SCHEDULE A
RELEVANT SECURITIES

Class of Securities		**Number of Securities Held**
Common Shares		
Options	Vested Unvested	

APPENDICE 3

DIAMOND DRILL LOGS

DDH:	MW15-80	Claims title:	377	Section:	3525
		Township:	Mishibishu Lake	Level:	
		Range:		Work place:	Mishi
Contractor:	Machines Roger Internat...	Lot:			
Author:	S. Tyler	Start date:	11/6/2015	Description date:	11/9/2015
		End date:	11/7/2015		

Collar

Azimuth:	180.00°
Dip:	-45.00°
Length:	255.00

Surveyed

East	3525.0
North	6153.7
Elevation	2998.1

Down hole survey

Type	Depth	Azimuth	Dip	Invalid
Flexite	27.00	180.10°	-43.00°	No
Flexite	78.00	182.60°	-42.60°	No
Flexite	129.00	181.40°	-42.70°	No
Flexite	180.00	182.80°	-43.30°	No
Flexite	228.00	183.50°	-43.50°	No
Flexite	255.00	183.60°	-43.30°	No

Type	Depth	Azimuth	Dip	Invalid

Description:

Core size: Carotte NQ Cemented: No Stored: No

Lithology	Assay			RQD		
0.00 11.50 C Casing Overburden.				0.00	3.00	0
				3.00	6.00	0
				6.00	9.00	0
				9.00	12.00	9
	10.50	11.25	1725040.160			
	11.25	12.00	1725050.002			
11.50 29.25 1M Mafic Volcanic Mixed ash tuff and mafic flows. Minor mixed grey sediment. Banded & patchy chlorite. Sparse patchy sericite and epidote. Spotty calcite. Mainly massive, with a patchy irregular foliation at ~70° to CA. Abundant wispy calcite (+milky quartz) veinlets. 1-2% disseminated pyrite.						
	12.00	12.75	1725060.002	12.00	15.00	21
	12.75	13.50	1725070.002			
	13.50	14.25	1725080.160			
	14.25	15.00	1725090.002			
	15.00	15.75	1725100.002	15.00	18.00	32
	15.75	16.50	1725110.002			
	16.50	17.25	1725120.040			
	17.25	18.00	1725130.002			
	18.00	18.75	1725140.002	18.00	21.00	83
	18.75	19.50	1725150.002			
	19.50	20.25	1725160.002			
	20.25	21.00	1725170.002			
	21.00	21.75	1725180.002	21.00	24.00	88
	21.75	22.50	1725190.002			
	22.50	23.25	1725200.240			
	23.25	24.00	1725230.002			
	24.00	24.75	1725240.002	24.00	27.00	86
	24.75	25.50	1725250.002			
	25.50	26.25	1725260.002			
	26.25	27.00	1725270.002			
	27.00	27.75	1725280.040	27.00	30.00	58

Lithology	Assay	RQD
	27.75 28.50 1725290.002	
	28.50 29.25 1725300.002	
29.25 34.70 TU2	29.25 30.00 1725310.002	
Intermediate tuff		
Grey lapilli tuff. Patchy chlorite, sericite. Weak pervasive silicification. Spotty calcite. Foliation at ~70° to CA defined by banding, somewhat irregular with kink banding and crenulation throughout. Common wispy calcite-quartz veinlets throughout. Trace disseminated pyrite.		
	30.00 30.75 1725320.002	30.00 33.00 28
	30.75 31.50 1725330.002	
	31.50 32.25 1725340.002	
	32.25 33.00 1725350.002	
	33.00 33.50 1725360.002	33.00 36.00 81
	33.50 34.00 1725370.240	
	34.00 34.70 1725380.080	
34.70 45.00 1M	34.70 35.50 1725390.040	
Mafic Volcanic		
Mixed ash tuff and mafic flows. Minor mixed grey sediment. Banded & patchy chlorite. Sparse patchy sericite+epidote. Spotty calcite. Mainly massive, patchy irregular foliation at ~70° to CA. Abundant wispy calcite (+milky quartz) veinlets. 0.5-1% disseminated pyrite.		
	35.50 36.25 1725400.002	
		36.00 39.00 75
	36.25 37.00 1725430.002	
	37.00 37.75 1725440.002	
	37.75 38.50 1725450.002	
	38.50 39.25 1725460.002	
		39.00 42.00 96
	39.25 40.00 1725470.002	
	40.00 40.75 1725480.002	
	40.75 41.50 1725490.002	
	41.50 42.25 1725500.002	
		42.00 45.00 96
	42.25 43.00 1725510.200	
	43.00 43.75 1725520.002	

Lithology	Assay			RQD		
	43.75	44.50	1725530.040			
	44.50	45.00	1725540.002			
45.00 69.40 S3; TU2	45.00	45.75	1725550.002	45.00	48.00	31
Wacke; Intermediate tuff						
Grey lapilli tuff mixed with pebbly wacke. Mixed mafic volcanics (10-20cm, irregular) and grey tuffs throughout. Weak pervasive silicification, sparse cherty bands. Weak patchy chlorite. Spotty calcite. Minor, very faint patchy hematite staining. Foliation at ~70° to CA, with kink banding and crenulations throughout, some open folding. Common-abundant wispy calcite-quartz veinlets throughout. Trace disseminated pyrite.						
45.00 47.50 TU2						
Intermediate tuff						
Grey lapilli tuff. Patchy chlorite, sericite. Weak-moderate pervasive silicification. Foliation at ~70° to CA, somewhat irregular with kink banding & crenulations throughout.						
	45.75	46.50	1725560.002			
	46.50	47.25	1725570.040			
	47.25	48.00	1725580.002			
	48.00	48.75	1725590.120	48.00	51.00	92
	48.75	49.50	1725600.002			
	49.50	50.25	1725630.002			
	50.25	51.00	1725640.002			
	51.00	51.75	1725650.002	51.00	54.00	62
	51.75	52.50	1725660.002			
	52.50	53.25	1725670.002			
	53.25	54.00	1725680.002			
	54.00	54.75	1725690.002	54.00	57.00	69
	54.75	55.50	1725700.002			
	55.50	56.25	1725710.002			
	56.25	57.00	1725720.002			
	57.00	57.75	1725730.002	57.00	60.00	91
	57.75	58.50	1725740.002			
	58.50	59.25	1725750.002			
	59.25	60.00	1725760.002			
	60.00	60.75	1725770.002	60.00	63.00	75

Lithology	Assay	RQD
	60.75 61.50 1725780.002	
	61.50 62.25 1725790.002	
	62.25 63.00 1725800.040	
62.60 69.40 TU2 Intermediate tuff Grey lapilli tuff. Moderate pervasive silicification. Patchy chlorite, sericite. Spotty calcite. Foliation at 70° to CA, somewhat irregular with kink banding and crenulations. Trace disseminated pyrite.		
	63.00 63.75 1725830.002	63.00 66.00 79
	63.75 64.50 1725840.002	
	64.50 65.25 1725850.002	
	65.25 66.00 1725860.040	
	66.00 66.75 1725870.002	66.00 69.00 72
	66.75 67.50 1725880.002	
	67.50 68.25 1725890.160	
	68.25 69.00 1725900.002	
	69.00 69.40 1725910.002	69.00 72.00 87
69.40 86.00 10f Gabbro Massive green gabbro. Patchy chlorite, sericite+epidote (sparse). Common-abundant wispy calcite-quartz veinlets. Trace disseminated pyrite. Sparse rafted fragments of volcanics, 20-40cm wide.	69.40 70.00 1725920.002	
	70.00 70.75 1725930.002	
		72.00 75.00 97
		75.00 78.00 100
		78.00 81.00 98
		81.00 84.00 93
		84.00 87.00 96
86.00 94.00 10a Diabase Black massive diabase. Weak magnetism. Patchy chlorite, sericite. Chlorite-sericite veinlets, very sparse (1mm). Trace disseminated pyrite. Sparse wispy calcite vnlets.		
		87.00 90.00 100
		90.00 93.00 100
		93.00 96.00 100

Lithology	Assay	RQD
94.00 163.90 10f		
Gabbro		
Massive green gabbro. Patchy chlorite, sericite+epidote (sparse). Common-abundant wispy calcite-quartz veinlets. Trace disseminated pyrite. Sparse rafted fragments of volcanics, 20-40cm wide.		
		96.00 99.00 88
99.00 99.60 Q		99.00 102.00 77
Quartz vein		
Milky quartz vein, trace disseminated pyrite. ~75% vein over 60cm.		
Chlorite+calcite.		
		102.00 105.00 99
		105.00 108.00 97
		108.00 111.00 100
		111.00 114.00 95
		114.00 117.00 97
		117.00 120.00 100
		120.00 123.00 100
		123.00 126.00 98
		126.00 129.00 85
		129.00 132.00 96
		132.00 135.00 97
		135.00 138.00 100
		138.00 141.00 97
		141.00 144.00 100
		144.00 147.00 98
		147.00 150.00 98
		150.00 153.00 100
		153.00 156.00 100
		156.00 159.00 100
		159.00 162.00 98
	161.75 162.50 1725940.440	
		162.00 165.00 95
	162.50 163.20 1725950.240	
	163.20 163.90 1725963.360	
163.90 184.50 TU2	163.90 164.50 1725971.340	

Lithology	Assay	RQD
Intermediate tuff Grey lapilli tuff. Weak-moderate pervasive silicification. Weak patchy & banded chlorite, sericite. Spotty calcite. Foliation at ~80° to CA, somewhat irregular, with kink bands & weak crenulation throughout. Sparse patches of milky-blue quartz eyes. Wispy calcite veinlets common throughout. Trace disseminated pyrite.		
	164.50 165.25 1725988.000	
		165.00 168.00 88
	165.25 166.00 1725991.040	
	166.00 166.75 1726001.880	
	166.75 167.50 1726036.300	
	167.50 168.25 1726040.600	
		168.00 171.00 70
	168.25 169.00 1726050.080	
	169.00 169.75 1726060.002	
	169.75 170.50 1726070.120	
	170.50 171.25 1726080.160	
		171.00 174.00 64
	171.25 172.00 1726090.002	
	172.00 172.75 1726100.002	
	172.75 173.50 1726110.002	
	173.50 174.25 1726120.480	
		174.00 177.00 70
	174.25 175.00 1726130.002	
	175.00 175.75 1726140.002	
	175.75 176.50 1726150.002	
	176.50 177.25 1726160.002	
176.70 178.10 1M		
Mafic Volcanic Mafic volcanics, massive. Abundant wispy calcite veinlets. Patchy chlorite. Irregular foliation, ~60-80° to CA. Trace disseminated pyrite.		
		177.00 180.00 88
	177.25 178.00 1726170.002	
	178.00 178.75 1726180.002	
178.70 179.20 1M		
Mafic Volcanic		

Lithology	Assay	RQD
Mafic volcanics, massive. Abundant wispy calcite veinlets. Patchy chlorite. Irregular foliation, ~60-80° to CA. Trace disseminated pyrite.		
	178.75 179.50 1726190.002	
	179.50 180.25 1726200.040	
		180.00 183.00 73
	180.25 181.00 1726230.002	
	181.00 181.75 1726240.002	
181.60 182.60 10a		
Diabase		
Black massive diabase. Weak magnetism. Patchy chlorite, sericite. Chlorite-sericite veinlets, very sparse (1mm). Trace disseminated pyrite. Sparse wispy calcite veinlets.		
	181.75 182.50 1726250.002	
	182.50 183.25 1726260.002	
		183.00 186.00 67
	183.25 184.00 1726270.120	
	184.00 184.50 1726280.002	
184.50 189.00 10a	184.50 185.25 1726290.002	
Diabase		
Black massive diabase. Weak magnetism. Patchy chlorite, sericite. Chlorite-sericite veinlets, very sparse (1mm). Trace disseminated pyrite. Sparse wispy calcite veinlets.		
	185.25 186.00 1726300.002	
	186.00 186.75 1726310.002	186.00 189.00 75
	186.75 187.50 1726320.002	
	187.50 188.25 1726330.002	
	188.25 189.00 1726340.640	
189.00 210.00 TU2	189.00 189.75 1726350.360	189.00 192.00 67
Intermediate tuff		
Grey lapilli tuff. Weak-moderate pervasive silicification. Weak patchy & banded chlorite, sericite. Spotty calcite. Foliation at ~80° to CA, somewhat irregular, with kink bands & weak crenulation throughout. Sparse patches of milky-blue quartz eyes. Wispy calcite veinlets common throughout. Trace disseminated pyrite.		
	189.75 190.50 1726360.040	
	190.50 191.25 1726370.002	
	191.25 192.00 1726380.002	

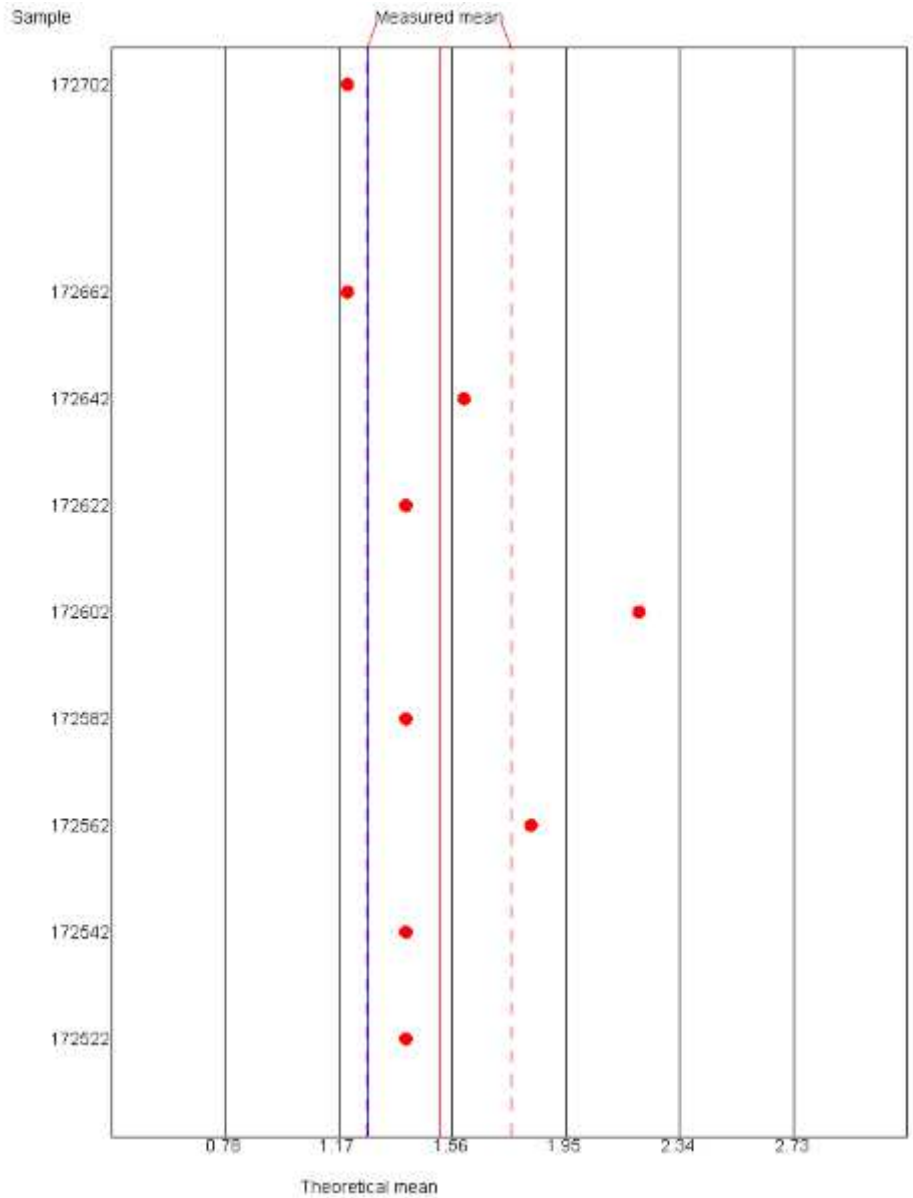
Lithology	Assay	RQD
	192.00 192.75 1726390.280	192.00 195.00 62
	192.75 193.50 1726400.002	
	193.50 194.25 1726430.040	
	194.25 195.00 1726440.040	
	195.00 195.75 1726450.002	195.00 198.00 54
	195.75 196.50 1726460.002	
	196.50 197.25 1726470.002	
	197.25 198.00 1726480.080	
	198.00 198.75 1726490.080	198.00 201.00 58
	198.75 199.50 1726500.002	
	199.50 200.25 1726510.002	
	200.25 201.00 1726520.002	
	201.00 201.75 1726530.002	201.00 204.00 71
	201.75 202.50 1726540.002	
	202.50 203.25 1726550.040	
	203.25 204.00 1726560.002	
	204.00 204.75 1726570.040	204.00 207.00 51
	204.75 205.50 1726580.040	
	205.50 206.25 1726590.200	
	206.25 207.00 1726600.002	
	207.00 207.75 1726630.120	207.00 210.00 40
	207.75 208.50 1726640.240	
	208.50 209.25 1726650.200	
	209.25 210.00 1726660.160	
210.00 219.00 TU2	210.00 210.50 1726672.000	210.00 213.00 31
Intermediate tuff		
M6 zone. Grey banded tuff. Weak pervasive silicification. Strong sericite, moderate chlorite banding (ribbons) throughout. Spotty ankerite. Foliation at ~80° to CA, somewhat irregular with kink banding and crenulation. Common grey quartz injections (lenses + gashes) with ankerite, sericite+chlorite ribbons. 1-2% disseminated pyrite throughout.		
	210.50 211.00 1726680.400	
	211.00 211.50 1726690.600	
	211.50 212.00 1726700.360	
	212.00 212.50 1726710.560	

Lithology	Assay	RQD
	212.50 213.00 1726720.400	
	213.00 213.50 1726731.440	213.00 216.00 57
	213.50 214.00 1726740.720	
	214.00 214.50 1726751.320	
	214.50 215.00 1726760.880	
	215.00 215.75 1726771.080	
	215.75 216.50 1726780.002	
		216.00 219.00 87
	216.50 217.25 1726790.002	
	217.25 218.00 1726801.600	
	218.00 218.75 1726830.120	
	218.75 219.50 1726840.002	
219.00 225.00 TU2		219.00 222.00 98
Intermediate tuff		
M4 zone(?). Grey lapilli tuff with mafic volcanics. Weak-moderate pervasive silicification. Moderate banded chlorite+sericite. Foliation at ~80° to CA, fairly irregular, some tight folds. Sparse grey quartz eyes + lenses with ankeriate. Trace disseminated pyrite.		
	219.50 220.25 1726850.040	
	220.25 221.00 1726860.240	
	221.00 221.75 1726870.390	
	221.75 222.50 1726880.400	
		222.00 225.00 89
	222.50 223.25 1726890.600	
	223.25 224.00 1726900.040	
	224.00 224.50 1726910.040	
	224.50 225.00 1726920.002	
225.00 230.00 TU2	225.00 225.50 1726930.360	225.00 228.00 86
Intermediate tuff		
M2 zone. Grey lapilli tuff + pebbly wacke bands (<5cm). Moderate pervasive silicification. Moderate banded chlorite+sericite. Spotty ankerite. Uncommon grey quartz injections (lenses+ eyes) with ankerite, chlorite+sericite. Sparse grey quartz veinlets <10cm, + ankerite. Trace disseminated pyrite.		
	225.50 226.00 1726940.040	
	226.00 226.50 1726950.280	

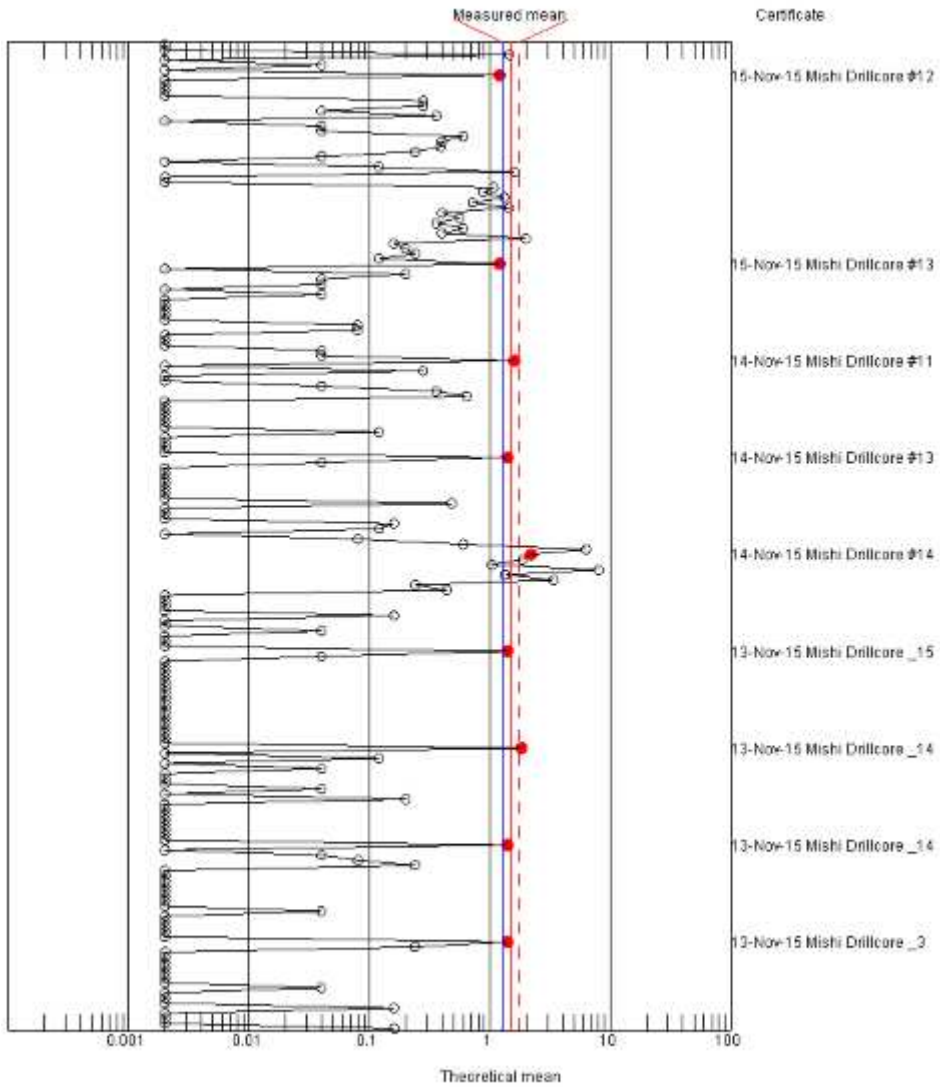
Lithology	Assay	RQD
	226.50 227.00 1726960.280	
	227.00 227.50 1726970.002	
	227.50 228.00 1726980.002	
	228.00 228.50 1726990.002	228.00 231.00 78
	228.50 229.00 1727000.002	
	229.00 229.50 1727030.002	
	229.50 230.00 1727040.040	
230.00 255.00 S3	230.00 230.75 1727050.002	
Wacke		
Grey green wacke + mafic volcanic bands (20-40cm). Coarse pebbly bands, 1-5cm. Fining downwards (sandy to fine silt). Weak pervasive silicification. Weak banded, patchy chlorite+sericite. Spotty calcite throughout. Abundant wispy calcite veinlets. Sparse irregular milky quartz veinlets. Trace disseminated pyrite.		
	230.75 231.50 1727061.440	
		231.00 234.00 82
	231.50 232.25 1727070.002	
	232.25 233.00 1727080.002	
		234.00 237.00 70
		237.00 240.00 96
		240.00 243.00 95
		243.00 246.00 78
		246.00 249.00 92
		249.00 252.00 98
		252.00 255.00 62

Standard OxH112 and regular assays

Statistics: (N=9; Min.=1.2; Max.=2.2; Mean=1.514444 ± 0.2471 at 95% conf.; S=0.3215)



Au (ppm) (Standard only)



Au (ppm) (Standard and regular assays)

DDH:	MW15-81	Claims title:	377	Section:	3525
		Township:	Mishibishu Lake	Level:	
		Range:		Work place:	Mishi
Contractor:	Machines Roger Internat...	Lot:			
Author:	S. Tyler	Start date:	11/7/2015	Description date:	11/18/2015
		End date:	1/9/2016		

Collar

Azimuth:	180.00°
Dip:	-67.00°
Length:	270.00

Surveyed

East	3525.0
North	6153.7
Elevation	2998.1

Down hole survey

Type	Depth	Azimuth	Dip	Invalid
Flexite	21.00	182.80°	-68.40°	No
Flexite	72.00	181.50°	-67.40°	No
FlexDip	126.00		-66.10°	No
Flexite	174.00	179.00°	-65.00°	No
Flexite	225.00	179.30°	-63.90°	No
Flexite	270.00	182.30°	-62.80°	No

Type	Depth	Azimuth	Dip	Invalid

Description:

Core size: Carotte NQ Cemented: No Stored: Yes

Lithology	Assay	RQD
0.00 6.50 C Casing Overburden.		0.00 3.00 0
		3.00 6.00 0
		6.00 9.00 70
6.50 14.00 TU3 Mafic tuff Green mafic lapilli tuff. Mixed grey silty sediment and volcanics Weak-moderate pervasive silicification. Patchy chlorite, sericite, calcite. Irregular foliation, ~80° to CA. Wispy calcite veinlets throughout. MIlky quartz-calcite veinlets 2-10cm. Trace disseminated pyrite.	6.50 7.50 1727090.720	
	7.50 8.50 1727100.002	
	8.50 9.50 1727110.002	
		9.00 12.00 75
	9.50 10.50 1727120.002	
	10.50 11.50 1727130.002	
	11.50 12.50 1727140.160	
		12.00 15.00 41
	12.50 13.50 1727150.040	
	13.50 14.00 1727160.002	
14.00 16.50 10a Diabase Massive black diabase. Sparse wispy calcite veinlets. Spotty calcite. Trace disseminated pyrite.	14.00 15.00 1727170.040	
	15.00 16.00 1727180.002	15.00 18.00 82
	16.00 16.50 1727190.002	
16.50 61.20 TU3; 1M; S3 Mafic tuff; Mafic Volcanic; Wacke Well mixed mafic-intermediate tuffs, volcanics, and grey silty sediment. Irregular contacts (breccia) and brittle fracture features throughout.	16.50 17.00 1727200.002	
16.50 24.70 TU3 Mafic tuff Green ash/lapilli tuff with mixed volcanics. Moderate pervasive silicification. Patchy chlorite, sericite, ankerite. Weak irregular foliation, tight folding and kink bands throughout. Milky quartz-ankerite knobs & irregular veinlets <5cm		

Lithology	Assay	RQD
throughout. Wispy calcite veinlets throughout. ~1% disseminated pyrite.		
	17.00 18.00 1727230.002	
	18.00 19.00 1727240.040	18.00 21.00 95
	19.00 20.00 1727250.240	
	20.00 21.00 1727260.040	
	21.00 22.00 1727270.680	21.00 24.00 72
	22.00 23.00 1727280.002	
	23.00 24.00 1727290.240	
	24.00 25.00 1727300.560	24.00 27.00 99
24.70 29.00 1M		
Mafic Volcanic		
Massive mafic volcanics. Weak-moderate pervasive silicification. Patchy chlorite. Wispy calcite veinlets throughout, ~1% dissemianted pyrite.		
	25.00 26.00 1727310.002	
	26.00 27.00 1727320.002	
	27.00 28.00 1727330.002	27.00 30.00 91
	28.00 29.00 1727340.002	
29.00 33.70 TU3	29.00 30.00 1727350.002	
Mafic tuff		
Green banded mafic-intermediate tuffs, some grey sediment mixing. Weak-moderate pervasive silicification. Banded sericite, chlorite. Spotty ankerite. Foliation at ~70° to CA defined by banding, somewhat irregular with crenulation & kink bands throughout. Sparse cherty bands. Uncommon milky quartz-ankerite veinlets. ~1% disseminated pyrite.		
	30.00 31.00 1727360.002	30.00 33.00 97
	31.00 32.00 1727370.002	
	32.00 33.00 1727380.002	
	33.00 34.00 1727390.120	33.00 36.00 73
33.70 35.50 1M		
Mafic Volcanic		
Sheared mafic volcanics, ~80° to CA. Abundant calcite veinlets. Trace disseminated pyrite.		
	34.00 35.00 1727400.002	
	35.00 36.00 1727430.002	
35.50 39.70 1M; S3		

Lithology	Assay	RQD
Mafic Volcanic; Wacke Well mixed volcanics and grey silty sediment. Weak pervasive silicification. Patchy chlorite. Foliation at ~70° to CA, somewhat irregular with crenulation and kink bands throughout. Common wispy calcite veinlets. Trace disseminated pyrite.		
	36.00 37.00 1727440.002	36.00 39.00 87
	37.00 38.00 1727450.002	
	38.00 39.00 1727460.002	
	39.00 40.00 1727470.002	39.00 42.00 97
39.70 40.50 10f Gabbro Massive green gabbro. Wispy calcite veinlets. Trace disseminated pyrite.		
	40.00 41.00 1727480.002	
40.50 46.90 1M Mafic Volcanic Massive mafic volcanics with well mixed grey sediment. Weak pervasive silicification. Patchy chlorite, epidote. Spotty calcite. Irregular foliation, ~70-80° to CA with kink bands throughout. Common-abundant wispy calcite veinlets. Trace disseminated pyrite.		
	41.00 42.00 1727490.002	
	42.00 43.00 1727500.002	42.00 45.00 100
	43.00 44.00 1727510.002	
	44.00 45.00 1727520.002	
	45.00 46.00 1727530.440	45.00 48.00 100
	46.00 47.00 1727540.002	
46.90 54.00 TU2 Intermediate tuff Grey-green banded intermediate lapilli tuff, well mixed grey sediment. Moderate-strong pervasive silicification. Patchy & banded chlorite, sericite. Foliation at ~70° to CA, somewhat irregular with brecciation, kink banding throughout. Common cherty bands throughout, with hematite staining. Sparse milky quartz lenses. ~1% dissemianted pyrite.		
	47.00 48.00 1727550.002	
	48.00 49.00 1727560.002	48.00 51.00 93
	49.00 50.00 1727570.002	
	50.00 51.00 1727580.002	

Lithology	Assay	RQD
	51.00 52.00 1727590.002	51.00 54.00 93
	52.00 53.00 1727600.002	
	53.00 54.00 1727630.002	
54.00 61.20 S3	54.00 55.00 1727640.040	54.00 57.00 99
Wacke		
Fine grey green silt. Weak-moderate pervasive silicifcation. Patchy/banded chlorite. Common wispy calcite veinlets throughout. Trace disseminated pyrite.		
	55.00 56.00 1727650.002	
	56.00 57.00 1727660.002	
	57.00 58.00 1727670.002	57.00 60.00 96
	58.00 59.00 1727680.002	
	59.00 60.00 1727690.002	
	60.00 60.50 1727700.002	60.00 63.00 100
	60.50 61.20 1727710.002	
61.20 62.10 10a	61.20 62.10 1727720.002	
Diabase		
Black diabase. Plagioclase phenocrysts throughout. Wispy calcite vnlets, sparse. Trace disseminated pyrite.		
62.10 78.10 TU3; 1M; S3	62.10 63.00 1727730.002	
Mafic tuff; Mafic Volcanic; Wacke		
Well mixed mafic-intermediate tuffs, volcanics, and grey silty sediment. Irregular contacts (breccia) and brittle fracture features throughout.		
62.10 70.50 S3; TU2		
Wacke; Intermediate tuff		
Well mixed grey ash and silt. Weak-moderate pervasive silicification. Banded/patchy chlorite, sericite. Foliation at ~70° to CA, fairly irregular with kink bands, crenulations throughout. Common cherty bands, with hematite staining. Common wispy calcite veinlets. Trace disseminated pyrite.		
	63.00 64.00 1727740.002	63.00 66.00 67
	64.00 65.00 1727750.002	
	65.00 66.00 1727760.002	
	66.00 67.00 1727770.002	66.00 69.00 84
	67.00 68.00 1727780.002	
	68.00 69.00 1727790.002	
	69.00 70.00 1727800.002	69.00 72.00 92

Lithology	Assay	RQD
	70.00 71.00 1727830.040	
70.50 78.10 TU2 Intermediate tuff Banded grey-green tuff. Moderate pervasive silicification. Strong banded sericite. Banded chlorite. ~1% disseminated pyrite. Cherty bands throughout.		
	71.00 72.00 1727840.002	
	72.00 73.00 1727850.002	72.00 75.00 92
	73.00 74.00 1727860.002	
	74.00 75.00 1727870.002	
	75.00 76.00 1727880.040	75.00 78.00 93
	76.00 77.00 1727890.002	
	77.00 78.10 1727900.002	
		78.00 81.00 97
78.10 96.40 10f Gabbro Massive green gabbro. Weak pervasive silicification. Patchy, banded chlorite, sericite+epidote. Patchy, very weak and irregular foliation. Sparse - common wispy calcite veinlets. Calcite-sericite veinlets, wispy. Trace disseminated pyrite.	78.10 79.00 1727910.002	
	79.00 80.00 1727920.002	
	80.00 81.00 1727930.002	
		81.00 84.00 96
		84.00 87.00 90
		87.00 90.00 100
		90.00 93.00 98
		93.00 96.00 97
		96.00 99.00 92
96.40 104.50 10a Diabase Black massive diabase. Weak patchy magnetism. Sparse wispy calcite veinlets. Trace disseminated pyrite.		
		99.00 102.00 97
		102.00 105.00 100
104.50 132.00 10f Gabbro 75° Massive green gabbro. Weak pervasive silicification. Patchy, banded chlorite,		

Lithology	Assay	RQD
sericite+epidote. Patchy, very weak and irregular foliation. Sparse - common wispy calcite vnlets. Calcite-sericite veinlets, wispy. Trace disseminated pyrite.		
		105.00 108.00 98
		108.00 111.00 100
		111.00 114.00 95
		114.00 117.00 78
		117.00 120.00 77
117.30 118.70 TU2		
Intermediate tuff		
Banded grey-green tuff. Moderate pervasive silicification. Strong banded sericite. Banded chlorite. ~1% disseminated pyrite. Cherty bands throughout.		
		120.00 123.00 91
		123.00 126.00 99
		126.00 129.00 97
		129.00 132.00 100
132.00 135.00 10a		132.00 135.00 97
Diabase 75°		
Black massive diabase. Weak magnetism. Trace pyrite, calcite stringers, weak calcite veinlets 10-15° CA.		
135.00 176.00 10f		135.00 138.00 95
Gabbro 70°		
Massive green gabbro, calcite veinlets 40-50° CA <1cm, ca stringers < 2mm, weak disseminated pyrite, moderate fracturing, spotty calcite.		
159.25m ca veinlet with 65° CA 10cm with 2% disseminated pyrite.		
chlorite-epidote alteration, moderate.		
		138.00 141.00 100
		141.00 144.00 100
		144.00 147.00 96
		147.00 150.00 95
		150.00 153.00 100
		153.00 156.00 100
		156.00 159.00 92
		159.00 162.00 97
		162.00 165.00 96
		165.00 168.00 95

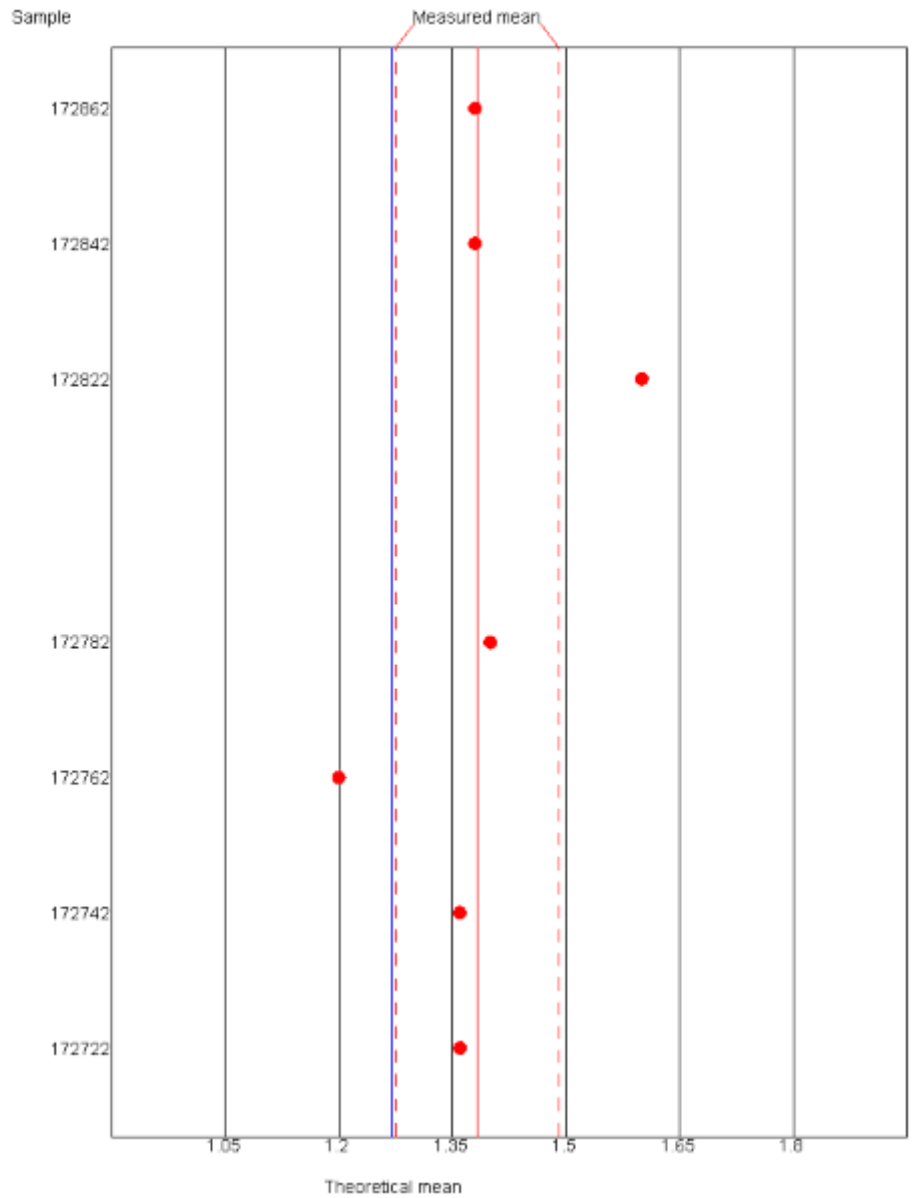
Lithology	Assay	RQD
		168.00 171.00 93
		171.00 174.00 99
	174.00 175.00 1727941.720	174.00 177.00 83
	175.00 176.00 1727950.840	
176.00 228.00 TU2	176.00 177.00 1727965.760	
Intermediate tuff		
Grey-green lapilli tuff. Moderate banded sericite+chlorite throughout.		
Moderate-strong pervasive silicification throughout. Weak spotty calcite. Foliation at 70° CA defined by banding. Patches of abundant milky quartz eyes. Sparse milky quartz-calcite veinlets. 0.5-1% disseminated pyrite.		
	177.00 178.00 1727970.480	177.00 180.00 97
	178.00 179.00 1727980.040	
	179.00 180.00 1727990.002	
	180.00 181.00 1728000.002	180.00 183.00 100
	181.00 182.00 1728030.080	
	182.00 183.00 1728040.002	
	183.00 184.00 1728050.040	183.00 186.00 92
	184.00 185.00 1728060.002	
	185.00 186.00 1728070.080	
	186.00 187.00 1728080.040	186.00 189.00 88
	187.00 188.00 1728091.320	
	188.00 189.00 1728100.440	
	189.00 190.00 1728110.120	189.00 192.00 98
	190.00 191.00 1728120.120	
	191.00 192.00 1728130.002	
	192.00 193.00 1728140.120	192.00 195.00 67
	193.00 194.00 1728150.002	
	194.00 195.00 1728160.080	
	195.00 196.00 1728170.280	195.00 198.00 77
	196.00 197.00 1728180.160	
	197.00 198.00 1728190.120	
	198.00 199.00 1728200.002	198.00 201.00 100
	199.00 200.00 1728230.160	
	200.00 201.00 1728240.160	
	201.00 202.00 1728250.002	201.00 204.00 73

Lithology	Assay	RQD
	202.00 203.00 1728260.002	
	203.00 204.00 1728270.002	
	204.00 205.00 1728280.002	204.00 207.00 75
	205.00 206.00 1728290.400	
	206.00 207.00 1728300.400	
	207.00 208.00 1728310.002	207.00 210.00 67
	208.00 209.00 1728320.002	
	209.00 210.00 1728330.280	
	210.00 211.00 1728340.002	210.00 213.00 93
	211.00 212.00 1728350.002	
	212.00 213.00 1728360.002	
	213.00 214.00 1728370.002	213.00 216.00 90
	214.00 215.00 1728380.002	
	215.00 216.00 1728390.002	
	216.00 217.00 1728400.002	216.00 219.00 77
	217.00 218.00 1728430.002	
	218.00 219.00 1728440.002	
	219.00 220.00 1728450.002	219.00 222.00 83
	220.00 221.00 1728462.160	
	221.00 222.00 1728470.002	
	222.00 223.00 1728480.002	222.00 225.00 75
	223.00 224.00 1728490.480	
	224.00 225.00 1728501.440	
	225.00 226.00 1728510.002	225.00 228.00 58
	226.00 227.00 1728520.160	
	227.00 228.00 1728530.200	
228.00 233.50 TU2	228.00 228.50 1728540.400	228.00 231.00 33
Intermediate tuff		
M2 zone. Grey green lapilli tuff. Chlorite+sericite ribbons. Spotty calcite. Foliation at ~70° CA, somewhat irregular. Common grey quartz injections (lenses) throughout, with calcite, sericite+chlorite ribbons. ~1% disseminated pyrite.		
	228.50 229.00 1728551.240	
	229.00 229.50 1728560.480	
	229.50 230.00 1728570.720	
	230.00 230.50 1728580.320	

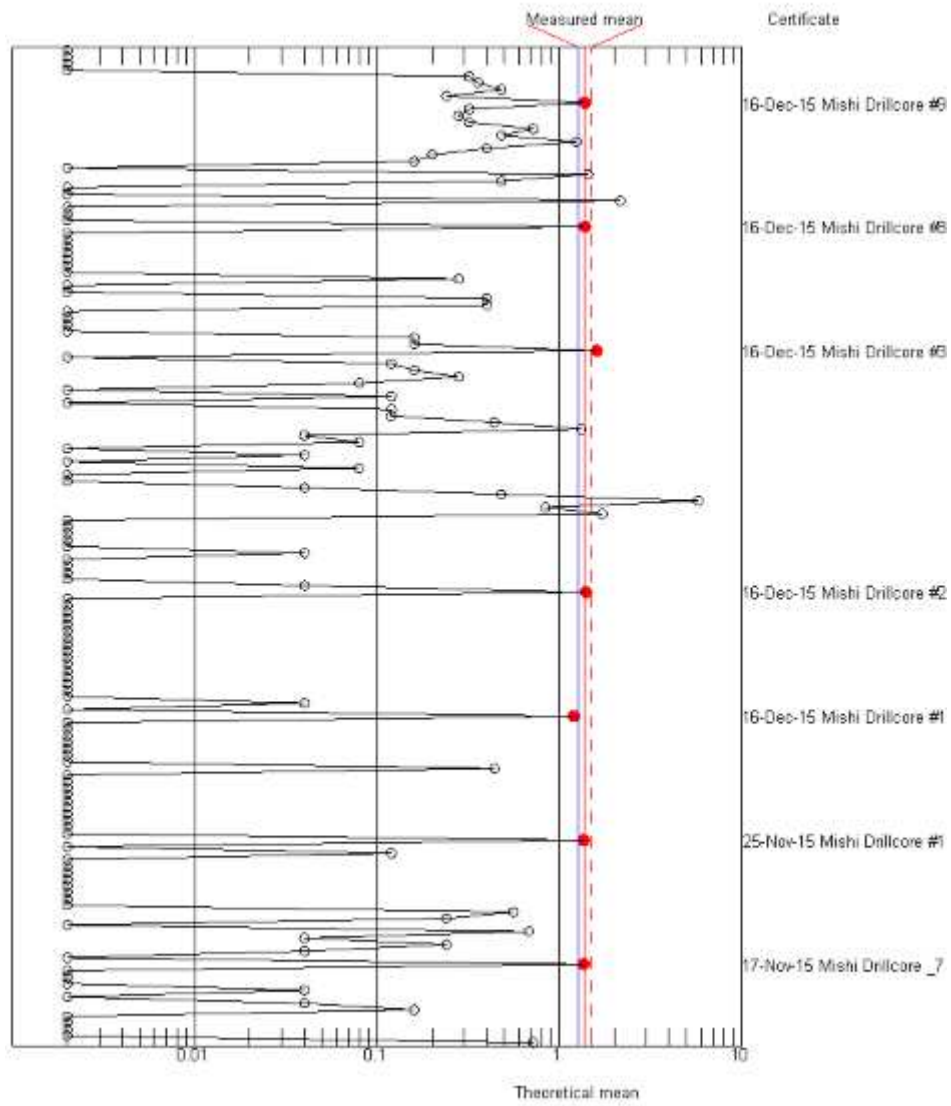
Lithology	Assay	RQD
	230.50 231.00 1728590.280	
	231.00 231.50 1728600.320	231.00 234.00 78
	231.50 232.00 1728630.240	
	232.00 232.50 1728640.480	
	232.50 233.00 1728650.360	
	233.00 233.50 1728660.320	
233.50 235.20 TU2	233.50 234.50 1728670.002	
Intermediate tuff		
Grey-green lapilli tuff. Moderate banded sericite+chlorite throughout. Moderate-strong pervasive silicification throughout. Weak spotty calcite. Foliation at 70° CA defined by banding. Patches of abundant milky quartz eyes. Sparse milky quartz-calcite veinlets. 0.5-1% disseminated pyrite.		
		234.00 237.00 99
	234.50 235.20 1728680.002	
235.20 270.00 S3	235.20 236.00 1728690.002	
Wacke		
Grey-green pebbly wacke with mafic volcanics (20-40cm bands). Banded chlorite. Banded & patchy sericite, moderate-strong. Spotty calcite. Foliation at ~70° CA, somewhat irregular. Abundant calcite veinlets. Trace disseminated pyrite.		
	236.00 237.00 1728700.002	
		237.00 240.00 100
		240.00 243.00 96
		243.00 246.00 100
		246.00 249.00 83
		249.00 252.00 96
		252.00 255.00 94
		255.00 258.00 96
		258.00 261.00 96
		261.00 264.00 97
		264.00 267.00 99
		267.00 270.00 86

Standard OxH112 and regular assays

Statistics: (N=7; Min.=1.2; Max.=1.6; Mean=1.382857 ± 0.1081 at 95% conf.; S=0.1169)



Au (ppm) (Standard only)



Au (ppm) (Standard and regular assays)

DDH:	MW15-82	Claims title:	377	Section:	3525
		Township:	Mishibishu Lake	Level:	
		Range:		Work place:	Mishi
Contractor:	Machines Roger Internat...	Lot:			
Author:	S. Tyler	Start date:	11/9/2015	Description date:	11/21/2015
		End date:	11/12/2015		

Collar

Azimuth:	180.00°
Dip:	-82.00°
Length:	294.00

Surveyed

East	3525.0
North	6153.7
Elevation	2998.1

Down hole survey

Type	Depth	Azimuth	Dip	Invalid
Flexite	21.00	182.20°	-82.00°	No
Flexite	72.00	178.50°	-81.30°	No
Flexite	123.00	174.60°	-80.10°	No
Flexite	174.00	176.90°	-78.30°	No
Flexite	225.00	179.70°	-77.70°	No
Flexite	276.00	179.30°	-77.30°	No
Flexite	294.00	181.80°	-77.30°	No

Type	Depth	Azimuth	Dip	Invalid

Description:

Core size: Carotte NQ Cemented: No Stored: No

Lithology	Assay	RQD
0.00 6.20 C Casing Overburden.		
		6.00 9.00 90
6.20 61.20 TU3; 1M; S3 Mafic tuff; Mafic Volcanic; Wacke Well mixed volcanics and grey silty wacke. Contacts unclear. Patchy silicification. Patchy, crack-seal chlorite alteration throughout. Spotty calcite. Weak spotty sericite. Brittle fracture common throughout. Foliation ~50° to CA, irregular with crenulation & kink banding throughout. Common-abundant wispy calcite veinlets, 50-60° to CA. Trace disseminated pyrite. Fault gouge 15.6-18.2m.	6.20 7.00 1728710.080	
	7.00 7.75 1728720.002	
	7.75 8.50 1728730.002	
	8.50 9.25 1728740.002	
		9.00 12.00 82
	9.25 10.00 1728750.002	
	10.00 10.75 1728760.002	
	10.75 11.50 1728770.002	
	11.50 12.25 1728780.002	
		12.00 15.00 74
	12.25 13.00 1728790.002	
	13.00 13.75 1728800.002	
	13.75 14.50 1728830.080	
	14.50 15.25 1728840.002	
		15.00 18.00 48
	15.25 16.00 1728850.002	
16.00 19.20 10a Diabase Black massive diabase. Sparse calcite veinlets. Trace disseminated pyrite.	16.00 16.75 1728860.002	
	16.75 17.50 1728870.002	
	17.50 18.25 1728880.002	
		18.00 21.00 77
	18.25 19.00 1728890.002	
	19.00 19.75 1728900.080	

Lithology	Assay			RQD		
	19.75	20.50	1728910.040			
	20.50	21.25	1728920.040			
				21.00	24.00	81
	21.25	22.00	1728930.040			
	22.00	22.75	1728940.040			
	22.75	23.50	1728950.002			
	23.50	24.25	1728960.002			
				24.00	27.00	88
	24.25	25.00	1728970.040			
	25.00	25.75	1728980.200			
	25.75	26.50	1728990.040			
	26.50	27.25	1729000.040			
				27.00	30.00	96
	27.25	28.00	1729030.002			
	28.00	28.75	1729040.002			
	28.75	29.50	1729050.040			
	29.50	30.25	1729060.360			
				30.00	33.00	100
	30.25	31.00	1729070.002			
	31.00	31.75	1729080.002			
	31.75	32.50	1729090.002			
	32.50	33.25	1729100.002			
				33.00	36.00	93
	33.25	34.00	1729110.040			
	34.00	34.75	1729120.002			
	34.75	35.50	1729130.002			
	35.50	36.25	1729140.080			
				36.00	39.00	84
	36.25	37.00	1729150.040			
	37.00	37.75	1729160.040			
	37.75	38.50	1729170.002			
	38.50	39.25	1729180.002			
				39.00	42.00	91
	39.25	40.00	1729190.002			

Lithology	Assay			RQD		
	40.00	40.75	1729200.002			
	40.75	41.50	1729230.160			
	41.50	42.25	1729240.002			
				42.00	45.00	72
	42.25	43.00	1729250.002			
	43.00	43.75	1729260.002			
	43.75	44.50	1729270.080			
	44.50	45.25	1729280.002			
				45.00	48.00	83
	45.25	46.00	1729290.002			
	46.00	46.75	1729300.002			
	46.75	47.50	1729310.002			
	47.50	48.25	1729320.002			
				48.00	51.00	89
	48.25	49.00	1729330.002			
	49.00	49.75	1729340.002			
	49.75	50.50	1729350.360			
	50.50	51.25	1729360.002			
				51.00	54.00	94
	51.25	52.00	1729370.080			
	52.00	52.75	1729380.002			
	52.75	53.50	1729390.002			
	53.50	54.25	1729400.002			
				54.00	57.00	93
	54.25	55.00	1729430.002			
	55.00	55.75	1729440.002			
	55.75	56.50	1729450.002			
	56.50	57.25	1729460.002			
				57.00	60.00	78
	57.25	58.00	1729470.002			
	58.00	58.75	1729480.002			
	58.75	59.50	1729490.002			
	59.50	60.25	1729500.002			
				60.00	63.00	94

Lithology	Assay	RQD
	60.25 60.75 1729510.002	
	60.75 61.20 1729520.002	
61.20 72.30 S3	61.20 62.00 1729530.002	
Wacke		
Grey pebbley wacke with mixed ash tuff. Banded & patchy chlorite. Spotty calcite. Patchy cherty silicification with hematite staining. Common wispy calcite veinlets. Trace disseminated pyrite.		
	62.00 62.75 1729540.002	
	62.75 63.50 1729550.002	
		63.00 66.00 94
	63.50 64.25 1729560.120	
	64.25 65.00 1729570.002	
	65.00 65.75 1729580.002	
	65.75 66.50 1729590.002	
		66.00 69.00 94
	66.50 67.25 1729600.002	
	67.25 68.00 1729630.002	
	68.00 68.75 1729640.002	
	68.75 69.50 1729650.002	
		69.00 72.00 89
	69.50 70.25 1729660.002	
	70.25 71.00 1729670.002	
	71.00 71.75 1729680.002	
	71.75 72.25 1729690.002	
		72.00 75.00 88
	72.25 72.70 1729700.002	
72.30 81.00 1M		
Mafic Volcanic		
Dark green mafic volcanics with mixed grey sediment. Banded & patchy chlorite. Patchy sericite & epidote. Spotty calcite. Foliation at ~50° to CA. Common-abundant wispy calcite veinlets. 0.5-1% disseminated pyrite.		
	72.70 73.50 1729710.002	
	73.50 74.25 1729720.002	
	74.25 75.00 1729730.002	
	75.00 75.75 1729740.002	75.00 78.00 86

Lithology	Assay			RQD		
	75.75	76.50	1729750.002			
	76.50	77.25	1729760.002			
	77.25	78.00	1729770.002			
	78.00	78.75	1729780.002	78.00	81.00	85
	78.75	79.50	1729790.002			
	79.50	80.25	1729800.002			
	80.25	81.00	1729830.002			
81.00 97.40 TU3	81.00	81.75	1729840.002	81.00	84.00	93
Mafic tuff						
Grey-green mafic-intermediate banded tuff with mixed grey sediment.						
Moderate-strong banded chlorite, sericite, calcite. Foliation at 50-60° CA defined by						
banding. Uncommon cherty bands. Milky quartz-ca veinlets abundant throughout,						
parallel foliation. Trace disseminated pyrite.						
	81.75	82.50	1729850.002			
	82.50	83.25	1729860.002			
	83.25	84.00	1729870.002			
	84.00	84.75	1729880.002	84.00	87.00	90
	84.75	85.50	1729890.002			
	85.50	86.25	1729900.002			
	86.25	87.00	1729910.002			
	87.00	87.75	1729920.280	87.00	90.00	98
	87.75	88.50	1729930.040			
	88.50	89.25	1729940.002			
	89.25	90.00	1729950.002			
	90.00	90.75	1729960.002	90.00	93.00	92
	90.75	91.50	1729970.002			
	91.50	92.25	1729980.002			
	92.25	93.00	1729990.002			
	93.00	93.75	1730000.080	93.00	96.00	97
	93.75	94.50	1890030.002			
	94.50	95.25	1890040.002			
	95.25	96.00	1890050.800			
	96.00	96.75	1890060.080	96.00	99.00	98
	96.75	97.40	1890070.002			
97.40 124.00 10f	97.40	98.00	1890080.002			

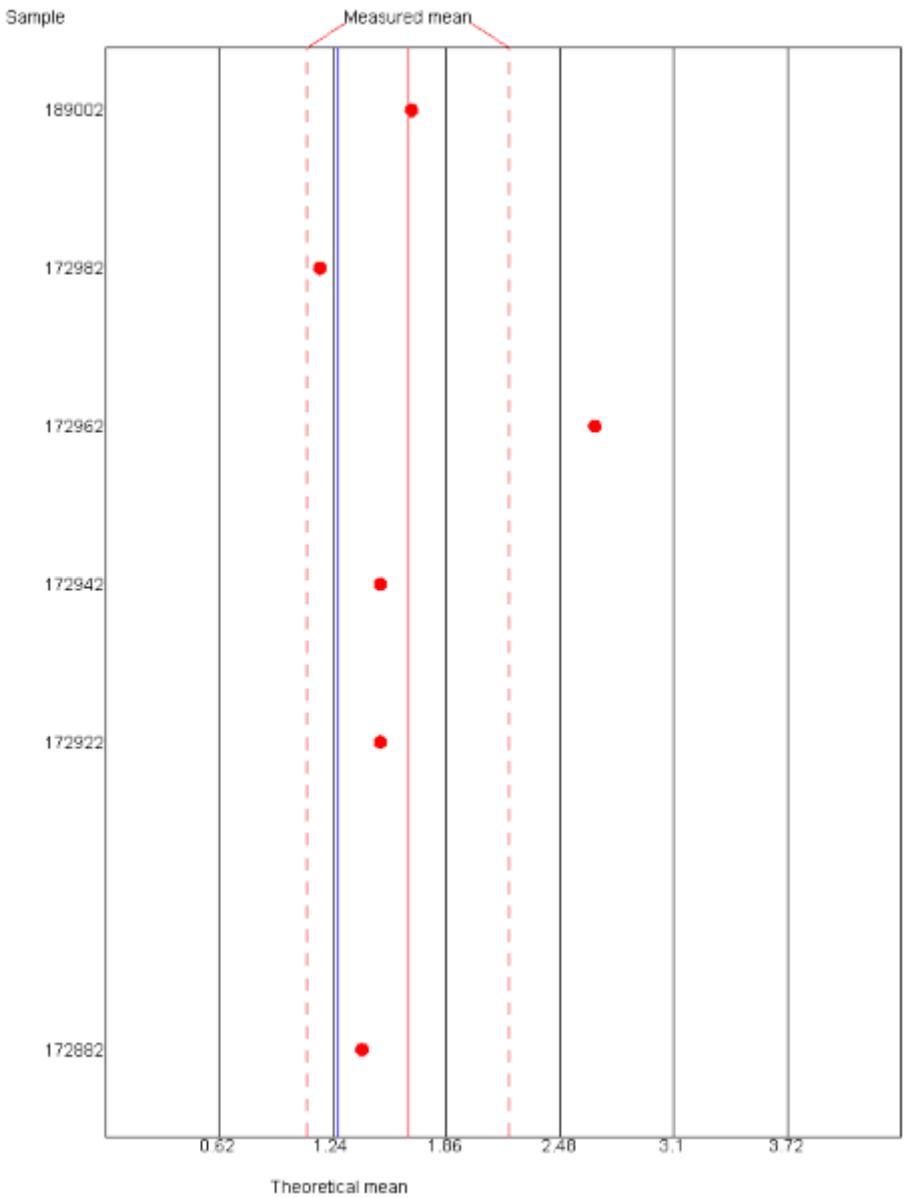
Lithology	Assay	RQD
Gabbro Massive green gabbro. Patchy chlorite, sericite+epidote. Trace disseminated pyrite.		
	98.00 98.75 1890090.002	
		99.00 102.00 82
		102.00 105.00 99
		105.00 108.00 100
		108.00 111.00 97
		111.00 114.00 93
		114.00 117.00 95
		117.00 120.00 87
		120.00 123.00 87
		123.00 126.00 99
124.00 130.40 10a Diabase 75° Massive black diabase. Patchy magnetism. Spotty calcite. Patchy sericite, epidote. Sparse wispy calcite veinlets. Trace disseminated pyrite.		
		126.00 129.00 100
		129.00 132.00 97
130.40 182.30 10f Gabbro Massive green gabbro. Patchy chlorite, sericite+epidote. Patchy silicification. Patches of abundant wispy calcite-milky quartz veinlets. Trace disseminated pyrite. Including rafted fragments of mafic tuff, volcanics with mixed grey sediment - irregular, typically 20-40cm.		
		132.00 135.00 87
135.00 136.40 TU3 Mafic tuff Mafic-intermediate banded tuff, rafted fragment. Banded chlorite, sericite. Pervasive silicification. Trace disseminated pyrite.		135.00 138.00 96
		138.00 141.00 100
		141.00 144.00 92
		144.00 147.00 98
		147.00 150.00 94
148.00 153.00 TU3 Mafic tuff		

Lithology	Assay	RQD
Rafted fragment, mafic-intermediate banded ash tuff. Strong pervasive silicification. Trace dissemianted pyrite.		
		150.00 153.00 90
		153.00 156.00 93
		156.00 159.00 96
		159.00 162.00 99
		162.00 165.00 100
		165.00 168.00 97
		168.00 171.00 93
		171.00 174.00 100
		174.00 177.00 88
		177.00 180.00 91
		180.00 183.00 94
182.30 190.00 10a		
Diabase 75°		
Massive black diabase. Patchy magnetism. Spotty calcite. Patchy sericite, epidote. Sparse wispy calcite veinlets. Trace disseminated pyrite.		
182.90 184.30 TU3		
Mafic tuff		
Rafted fragment, mafic lapilli tuff. Strong pervasive silicification. Trace disseminated pyrite.		
		183.00 186.00 79
		186.00 189.00 92
		189.00 192.00 96
190.00 294.00 10f		
Gabbro		
Massive green gabbro. Patchy chlorite, sericite+epidote. Patchy silicification. Patches of abundant wispy calcite-milky quartz veinlets. Trace disseminated pyrite. Including rafted fragments of mafic tuff, volcanics with mixed grey sediment - irregular, typically 20-40cm.		
		192.00 195.00 97
		195.00 198.00 97
		198.00 201.00 93
		201.00 204.00 97
		204.00 207.00 77

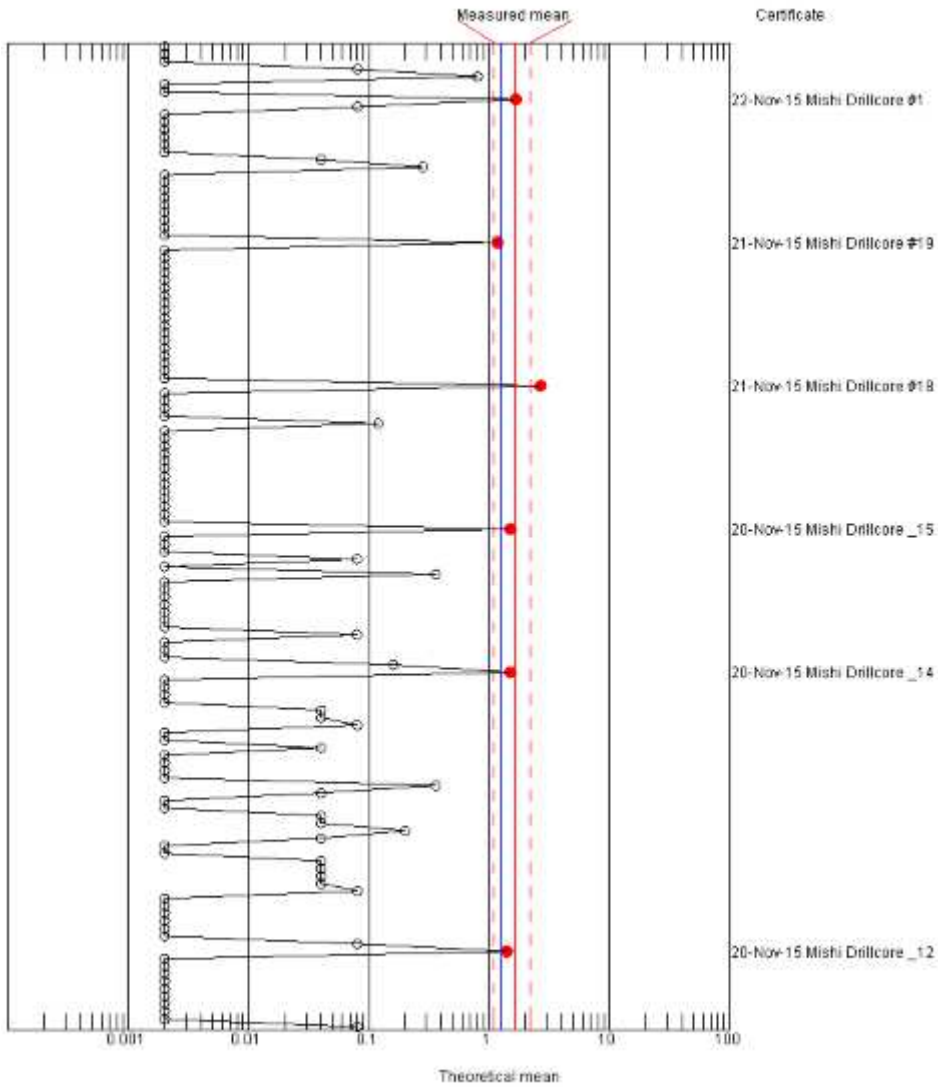
Lithology	Assay	RQD
		207.00 210.00 94
		210.00 213.00 90
		213.00 216.00 57
		216.00 219.00 57
		219.00 222.00 77
		222.00 225.00 77
		225.00 228.00 89
		228.00 231.00 96
		231.00 234.00 95
		234.00 237.00 100
		237.00 240.00 100
		240.00 243.00 98
		243.00 246.00 91
		246.00 249.00 100
		249.00 252.00 93
		252.00 255.00 100
		255.00 258.00 100
		258.00 261.00 99
		261.00 264.00 97
		264.00 267.00 83
		267.00 270.00 85
		270.00 273.00 89
		273.00 276.00 100
		276.00 279.00 91
		279.00 282.00 37
		282.00 285.00 90
		285.00 288.00 96
		288.00 291.00 73
		291.00 294.00 91

Standard OxH112 and regular assays

Statistics: (N=6; Min.=1.17; Max.=2.67; Mean=1.651667 ± 0.5511 at 95% conf.; S=0.5251)



Au (ppm) (Standard only)



Au (ppm) (Standard and regular assays)

DDH:	MW15-83	Claims title:	377	Section:	3517
		Township:	Mishibishu Lake	Level:	
		Range:		Work place:	Mishi
Contractor:	Machines Roger Internat...	Lot:			
Author:	S. Tyler	Start date:	11/14/2015	Description date:	11/25/2015
		End date:	11/17/2015		

Collar

Azimuth:	180.00°
Dip:	-54.00°
Length:	414.00

	Surveyed
East	3516.4
North	6397.2
Elevation	2990.9

Down hole survey

Type	Depth	Azimuth	Dip	Invalid
Flexite	18.00	182.00°	-54.70°	No
Flexite	69.00	181.30°	-53.90°	No
Flexite	120.00	182.70°	-52.90°	No
Flexite	171.00	181.30°	-51.40°	No
Flexite	222.00	181.60°	-50.30°	No
Flexite	273.00	182.80°	-49.90°	No
Flexite	324.00	183.50°	-50.10°	No
Flexite	375.00	186.10°	-49.30°	No
Flexite	414.00	187.10°	-48.80°	No

Type	Depth	Azimuth	Dip	Invalid

Description:

Core size: Carotte NQ Cemented: No Stored: No

Lithology	Assay	RQD		
0.00 2.70 C		0.00	3.00	10
Casing				
Overburden.				
2.70 19.20 10f				
Gabbro				
Gabbro, weakly sheared. Moderate-strong interstitial & patchy chlorite+sericite+epidote, spotty calcite. Patchy weak magnetite. Weak foliation at 60°CA. Sparse wispy calcite veinlets. Trace disseminated pyrite.				
		3.00	6.00	98
		6.00	9.00	94
		9.00	12.00	95
		12.00	15.00	89
		15.00	18.00	94
		18.00	21.00	87
19.20 44.90 S3				
Wacke				
Silty - pebbley grey green wacke. Weak banded chlorite. Weak patchy sericite. Sparse detrital iron oxides. Foliation at ~60°CA. Sparse wispy quartz-calcite veinlets throughout. Trace disseminated pyrite.				
		21.00	24.00	78
		24.00	27.00	76
		27.00	30.00	95
		30.00	33.00	81
		33.00	36.00	74
		36.00	39.00	86
		39.00	42.00	79
		42.00	45.00	87
44.90 56.40 10f				
Gabbro				
Gabbro, weakly sheared. Common rafted fragments of grey-green wacke, 20-40cm. Moderate-strong interstitial & patchy chlorite+sericite+epidote, spotty calcite. Patchy weak magnetite. Weak foliation at 60°CA. Sparse wispy calcite veinlets & knobs. Trace disseminated pyrite.				
		45.00	48.00	91
		48.00	51.00	90

Lithology	Assay			RQD		
				51.00	54.00	92
				54.00	57.00	93
	55.75	56.40	1890100.002			
56.40 80.70 S3	56.40	57.00	1890110.002			
Wacke						
Silty - pebbley grey green wacke. Weak banded chlorite. Weak patchy sericite. Sparse detrital iron oxides. Foliation at ~60°CA. Sparse wispy quartz-calcite veinlets throughout. Trace dissemianted pyrite.						
	57.00	57.75	1890120.002	57.00	60.00	88
	57.75	58.50	1890130.002			
	58.50	59.25	1890140.002			
	59.25	60.00	1890150.002			
	60.00	60.75	1890160.360	60.00	63.00	95
	60.75	61.50	1890170.002			
	61.50	62.25	1890180.002			
	62.25	63.00	1890190.002			
	63.00	63.75	1890200.002	63.00	66.00	79
	63.75	64.50	1890230.002			
	64.50	65.25	1890240.002			
	65.25	66.00	1890250.002			
	66.00	66.75	1890260.002	66.00	69.00	87
	66.75	67.50	1890270.002			
	67.50	68.25	1890280.002			
	68.25	69.00	1890290.002			
	69.00	69.75	1890300.002	69.00	72.00	90
	69.75	70.50	1890310.002			
	70.50	71.25	1890320.040			
	71.25	72.00	1890330.040			
	72.00	72.75	1890340.040	72.00	75.00	93
	72.75	73.50	1890350.040			
	73.50	74.25	1890360.040			
	74.25	75.00	1890370.002			
	75.00	75.75	1890380.002	75.00	78.00	92
	75.75	76.50	1890390.002			
	76.50	77.25	1890400.002			

Lithology	Assay	RQD
	77.25 78.00 1890430.002	
	78.00 78.75 1890440.002	78.00 81.00 93
	78.75 79.50 1890450.002	
	79.50 80.25 1890460.002	
	80.25 80.70 1890470.002	
80.70 82.90 TU3	80.70 81.50 1890480.002	
Mafic tuff		
Mafic ash tuff, homogeneous. Very strong cherty silicification. Trace dissemianted pyrite.		
		81.00 84.00 83
	81.50 82.25 1890490.002	
	82.25 82.90 1890500.002	
82.90 84.90 10c	82.90 83.50 1890510.002	
Mafic intrusive black		
Black mafic intrusive, fine grained. Patchy & spotty sericite+epidote throughout. Patchy magnetite throughout. Spotty calcite throughout. Weak grey-green banding, patchy. Common-abundant wispy calcite veinlets. 1% disseminated to coarse pyrite with calcite shadows.		
	83.50 84.25 1890520.002	
		84.00 87.00 86
	84.25 85.00 1890530.002	
84.90 97.25 1M		
Mafic Volcanic		
Green mafic volcanic, massive. Moderate-strong banded & patchy chlorite. Foliation at 70° CA. Common-abundant wispy calcite veinlets. Trace disseminated pyrite.		
	85.00 85.50 1890540.002	
85.50 91.00 M8s	85.50 86.25 1890550.080	
Sericite Schist		
Strong banded sericite alteration.		
	86.25 87.00 1890560.002	
	87.00 87.75 1890570.002	87.00 90.00 88
	87.75 88.50 1890580.080	
	88.50 89.25 1890590.002	
	89.25 90.00 1890600.002	
	90.00 90.75 1890630.002	90.00 93.00 81

Lithology	Assay	RQD
	90.75 91.50 1890640.002	
	91.50 92.25 1890650.002	
	92.25 93.00 1890660.002	
	93.00 93.75 1890670.002	93.00 96.00 100
	93.75 94.50 1890680.002	
	94.50 95.25 1890690.002	
	95.25 96.00 1890700.002	
	96.00 96.75 1890710.002	96.00 99.00 98
	96.75 97.50 1890720.002	
97.25 229.70 TU3 Mafic tuff Dark grey-green mafic lapilli/clastic tuff & well mixed grey silty - pebbley sediment. Black mafic intrusives, sparse, 1-2m. Patches of very strong cherty silicification. Banded chlorite. Banded & patchy sericite. Spotty calcite, ankerite below 150m. Fol 60°CA. Abundant wispy calcite veinlets throughout. Sparse milky quartz knobs with calcite/ankerite. 0.5-1% disseminated pyrite.		
	97.50 98.25 1890730.002	
	98.25 98.75 1890740.002	
	98.75 99.25 1890750.002	
		99.00 102.00 97
	99.25 100.00 1890760.002	
	100.00 100.75 1890770.002	
	100.75 101.50 1890780.002	
	101.50 102.25 1890790.002	
		102.00 105.00 95
	102.25 102.75 1890800.040	
	102.75 103.25 1890830.002	
	103.25 104.00 1890840.002	
	104.00 104.75 1890850.002	
	104.75 105.50 1890860.002	
		105.00 108.00 97
		108.00 111.00 96
		111.00 114.00 93
		114.00 117.00 94
		117.00 120.00 92

Lithology	Assay	RQD
		120.00 123.00 95
	123.00 123.75 1890870.002	123.00 126.00 97
	123.75 124.50 1890880.002	
	124.50 125.25 1890890.002	
	125.25 126.00 1890900.002	
	126.00 126.75 1890910.002	126.00 129.00 98
	126.75 127.50 1890920.120	
	127.50 128.25 1890930.120	
	128.25 129.00 1890940.002	
	129.00 129.75 1890950.002	129.00 132.00 92
	129.75 130.50 1890960.002	
	130.50 131.25 1890970.002	
	131.25 132.00 1890980.002	
	132.00 132.75 1890990.002	132.00 135.00 70
	132.75 133.50 1891000.002	
	133.50 134.25 1891030.002	
	134.25 135.00 1891040.002	
	135.00 135.75 1891050.002	135.00 138.00 95
	135.75 136.50 1891060.002	
	136.50 137.25 1891070.002	
	137.25 138.00 1891080.002	
	138.00 138.75 1891090.002	138.00 141.00 92
	138.75 139.50 1891100.002	
	139.50 140.25 1891110.002	
	140.25 141.00 1891120.002	
	141.00 141.75 1891130.002	141.00 144.00 89
	141.75 142.50 1891140.002	
	142.50 143.25 1891150.002	
	143.25 144.00 1891160.002	
	144.00 144.75 1891170.002	144.00 147.00 94
	144.75 145.50 1891180.002	
	145.50 146.25 1891190.002	
	146.25 147.00 1891200.040	
	147.00 147.75 1891230.002	147.00 150.00 93

Lithology	Assay	RQD
	147.75 148.50 1891240.002	
	148.50 149.25 1891250.002	
	149.25 150.00 1891260.002	
	150.00 150.75 1891270.002	150.00 153.00 92
	150.75 151.50 1891280.002	
	151.50 152.25 1891290.002	
	152.25 153.00 1891300.002	
	153.00 153.75 1891310.002	153.00 156.00 98
	153.75 154.50 1891320.002	
	154.50 155.25 1891330.002	
	155.25 156.00 1891340.002	
	156.00 156.75 1891350.002	156.00 159.00 88
	156.75 157.50 1891360.200	
	157.50 158.25 1891370.002	
	158.25 159.00 1891380.002	
	159.00 159.75 1891390.560	159.00 162.00 92
159.40 162.25 11a		
Felsic Intrusive		
Beige felsic intrusive, fine grained. Very strong pervasive silicification.		
	159.75 160.50 1891400.040	
	160.50 161.25 1891431.040	
	161.25 162.00 1891440.002	
	162.00 162.75 1891450.002	162.00 165.00 72
	162.75 163.50 1891460.002	
	163.50 164.25 1891470.002	
	164.25 165.00 1891480.880	
	165.00 165.75 1891490.002	165.00 168.00 91
	165.75 166.50 1891500.002	
	166.50 167.25 1891510.002	
	167.25 168.00 1891520.002	
	168.00 168.75 1891530.002	168.00 171.00 92
	168.75 169.50 1891540.002	
	169.50 170.25 1891550.002	
	170.25 171.00 1891560.040	

Lithology	Assay	RQD
	171.00 171.75 1891570.002	171.00 174.00 97
	171.75 172.50 1891580.002	
	172.50 173.25 1891590.002	
	173.25 174.00 1891600.002	
	174.00 174.75 1891630.002	174.00 177.00 90
	174.75 175.50 1891640.240	
	175.50 176.25 1891650.002	
	176.25 177.00 1891660.040	
	177.00 177.75 1891670.002	177.00 180.00 77
	177.75 178.50 1891680.002	
	178.50 179.25 1891690.002	
	179.25 180.00 1891700.002	
	180.00 180.75 1891710.002	180.00 183.00 87
	180.75 181.50 1891720.002	
	181.50 182.25 1891730.002	
	182.25 183.00 1891740.560	
	183.00 183.75 1891750.002	183.00 186.00 72
	183.75 184.50 1891760.002	
184.50 193.20 TU3; S3	184.50 185.25 1891770.002	
Mafic tuff; Wacke		
Abundant calcite veinlets and strong spotty-patchy calcite alteration.		
	185.25 186.00 1891780.002	
	186.00 186.75 1891790.002	186.00 189.00 72
	186.75 187.50 1891800.002	
	187.50 188.25 1891830.002	
	188.25 189.00 1891840.002	
	189.00 189.75 1891850.080	189.00 192.00 96
	189.75 190.50 1891861.640	
	190.50 191.25 1891870.280	
	191.25 192.00 1891880.040	
	192.00 192.75 1891890.002	192.00 195.00 96
	192.75 193.50 1891900.002	
193.20 194.20 TU3		
Mafic tuff		

Lithology	Assay	RQD
Cherty mafic lapilli tuff. Patchy red hematite staining, chert bands. 0.5-1% disseminated pyrite.		
	193.50 194.25 1891910.040	
	194.25 195.00 1891920.002	
	195.00 195.75 1891930.002	195.00 198.00 93
	195.75 196.50 1891940.002	
	196.50 197.25 1891950.002	
	197.25 198.00 1891960.002	
197.60 199.70 TU3		
Mafic tuff		
Cherty mafic lapilli tuff. Patchy red hematite staining, chert bands. 0.5-1% disseminated pyrite.		
	198.00 198.75 1891970.002	198.00 201.00 73
	198.75 199.50 1891980.002	
	199.50 200.25 1891990.002	
	200.25 201.00 1892000.002	
	201.00 201.75 1892030.002	201.00 204.00 100
	201.75 202.50 1892040.002	
	202.50 203.25 1892050.002	
	203.25 204.00 1892060.040	
	204.00 204.75 1892070.002	204.00 207.00 95
	204.75 205.50 1892080.002	
	205.50 206.25 1892090.002	
	206.25 207.00 1892100.002	
	207.00 207.75 1892110.002	207.00 210.00 93
	207.75 208.50 1892120.002	
	208.50 209.25 1892130.002	
	209.25 210.00 1892140.002	
	210.00 210.75 1892150.002	210.00 213.00 99
	210.75 211.50 1892160.002	
	211.50 212.25 1892170.002	
	212.25 213.00 1892180.002	
212.80 216.50 TU3		
Mafic tuff		
Cherty mafic lapilli tuff. Patchy red hematite staining, chert bands. 0.5-1%		

Lithology	Assay	RQD
disseminated pyrite.		
	213.00 213.75 1892190.002	213.00 216.00 97
	213.75 214.50 1892200.080	
	214.50 215.25 1892230.002	
	215.25 216.00 1892240.002	
	216.00 216.75 1892250.002	216.00 219.00 97
	216.75 217.50 1892260.002	
	217.50 218.25 1892270.002	
	218.25 219.00 1892280.002	
	219.00 219.75 1892290.002	219.00 222.00 90
	219.75 220.50 1892300.002	
	220.50 221.25 1892310.120	
	221.25 222.00 1892320.080	
	222.00 222.75 1892330.002	222.00 225.00 100
	222.75 223.50 1892340.002	
	223.50 224.25 1892350.040	
	224.25 225.00 1892360.002	
	225.00 225.75 1892370.002	225.00 228.00 92
	225.75 226.50 1892380.002	
	226.50 227.25 1892390.002	
	227.25 228.00 1892400.040	
	228.00 228.75 1892430.002	228.00 231.00 93
	228.75 229.25 1892440.002	
	229.25 229.70 1892450.002	
229.70 238.30 TU3	229.70 230.20 1892460.002	
Mafic tuff		
Mafic ash-lapilli tuff, chlorite + sericite ribbons throughout. Mixed grey silt. Spotty ankerite. Foliation ~70°CA, fairly irregular. Common grey quartz injections (irregular veinlets) with chlorite, tourmaline. 1-2% pyrite+pyrrhotite.		
	230.20 231.00 1892470.200	
	231.00 231.50 1892480.160	231.00 234.00 91
	231.50 232.00 1892490.002	
	232.00 232.50 1892500.120	
	232.50 233.00 1892510.200	
	233.00 233.50 1892520.240	

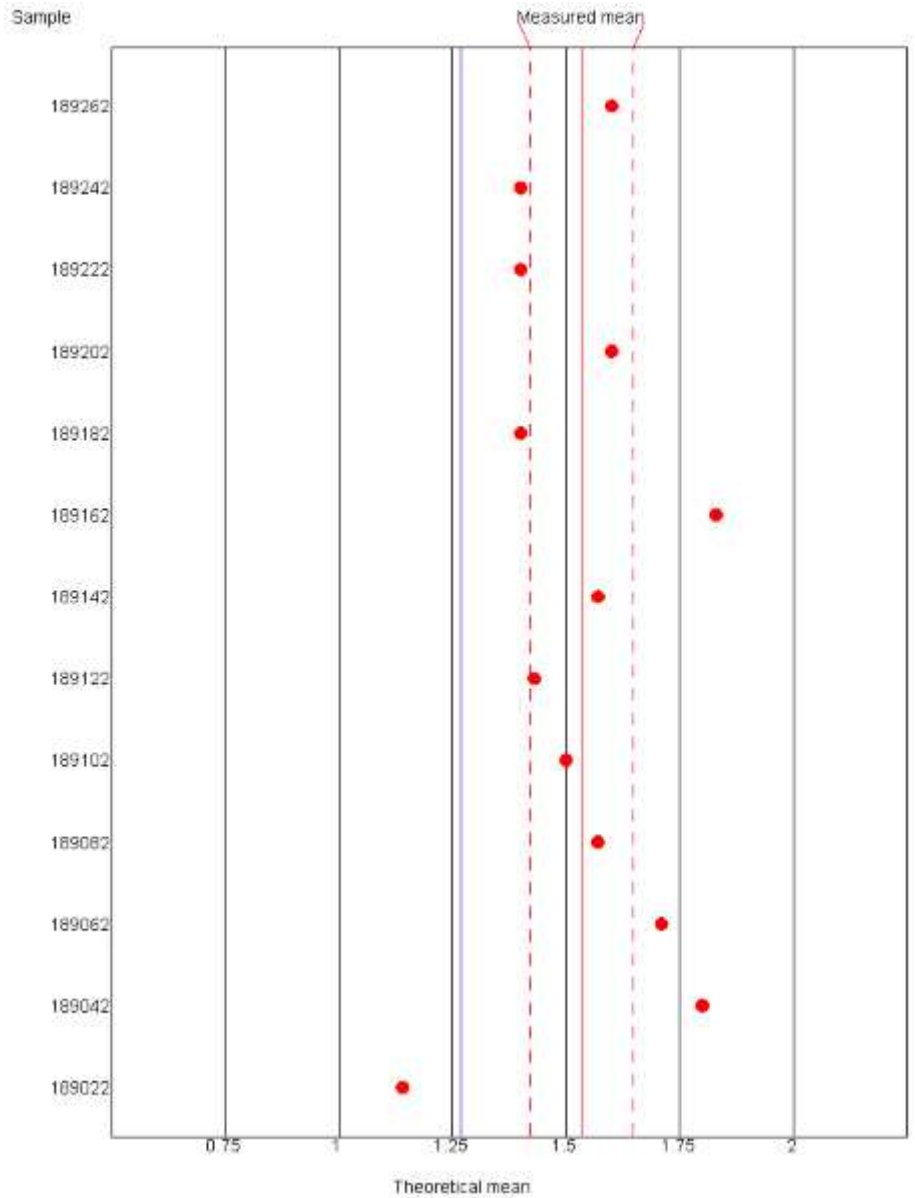
Lithology	Assay	RQD
	233.50 234.00 1892530.320	
	234.00 234.50 1892540.080	234.00 237.00 100
	234.50 235.00 1892550.002	
	235.00 235.50 1892560.240	
	235.50 236.00 1892570.200	
	236.00 236.50 1892580.040	
	236.50 237.00 1892590.560	
	237.00 237.50 1892600.002	237.00 240.00 100
	237.50 238.00 1892630.200	
	238.00 238.30 1892640.002	
238.30 261.00 10f	238.30 239.00 1892650.002	
Gabbro		
Massive gabbro. Patchy chlorite, sericite+epidote. Weak foliation ~70° to CA. Common-abundant wispy calcite veinlets. Trace disseminated pyrite.		
	239.00 239.75 1892660.002	
		240.00 243.00 99
		243.00 246.00 92
		246.00 249.00 95
		249.00 252.00 100
		252.00 255.00 92
		255.00 258.00 100
		258.00 261.00 100
261.00 268.00 S3		261.00 264.00 100
Wacke		
Dark grey-green silty wacke, probably some mafic ash tuff mixing. Weak pervasive silicification. Banded chlorite. Spotty calcite. Foliation ~80° to CA. Uncommon calcite veinlets. Trace disseminated pyrite.		
		264.00 267.00 91
		267.00 270.00 97
268.00 280.00 10f		
Gabbro		
Massive gabbro. Patchy chlorite, sericite+epidote. Weak foliation ~70° to CA. Common-abundant wispy calcite veinlets. Trace disseminated pyrite.		
		270.00 273.00 97
		273.00 276.00 99

Lithology	Assay	RQD
		276.00 279.00 96
		279.00 282.00 100
	279.25 280.00 1892670.240	
280.00 289.00 S3; 1Mf	280.00 280.75 1892680.002	
Wacke; Mafic lapilli tuf		
Dark grey-green pebbly wacke with well mixed mafic lapilli tuff. Moderate pervasive silicification. Patchy-banded chlorite. Spotty calcite, sericite. Foliation at 70-80°CA. Sparse cherty bands. Trace disseminated pyrite.		
	280.75 281.50 1892690.002	
	281.50 282.25 1892700.002	
		282.00 285.00 96
	282.25 283.00 1892710.002	
	283.00 283.75 1892720.002	
	283.75 284.50 1892730.002	
	284.50 285.25 1892740.280	
285.00 289.00 S3		285.00 288.00 80
Wacke		
Fine silty-clay, dark grey, massive.		
	285.25 286.00 1892750.002	
		288.00 291.00 100
289.00 414.00 10f		
Gabbro		
Massive gabbro. Patchy chlorite, sericite+epidote. Weak foliation ~70° to CA. Common-abundant wispy calcite veinlets. Moderate-strong magnetism throughout. Trace disseminated pyrite.		
		291.00 294.00 93
		294.00 297.00 97
		297.00 300.00 100
		300.00 303.00 100
		303.00 306.00 100
		306.00 309.00 100
		309.00 312.00 100
		312.00 315.00 98
		315.00 318.00 100
		318.00 321.00 100

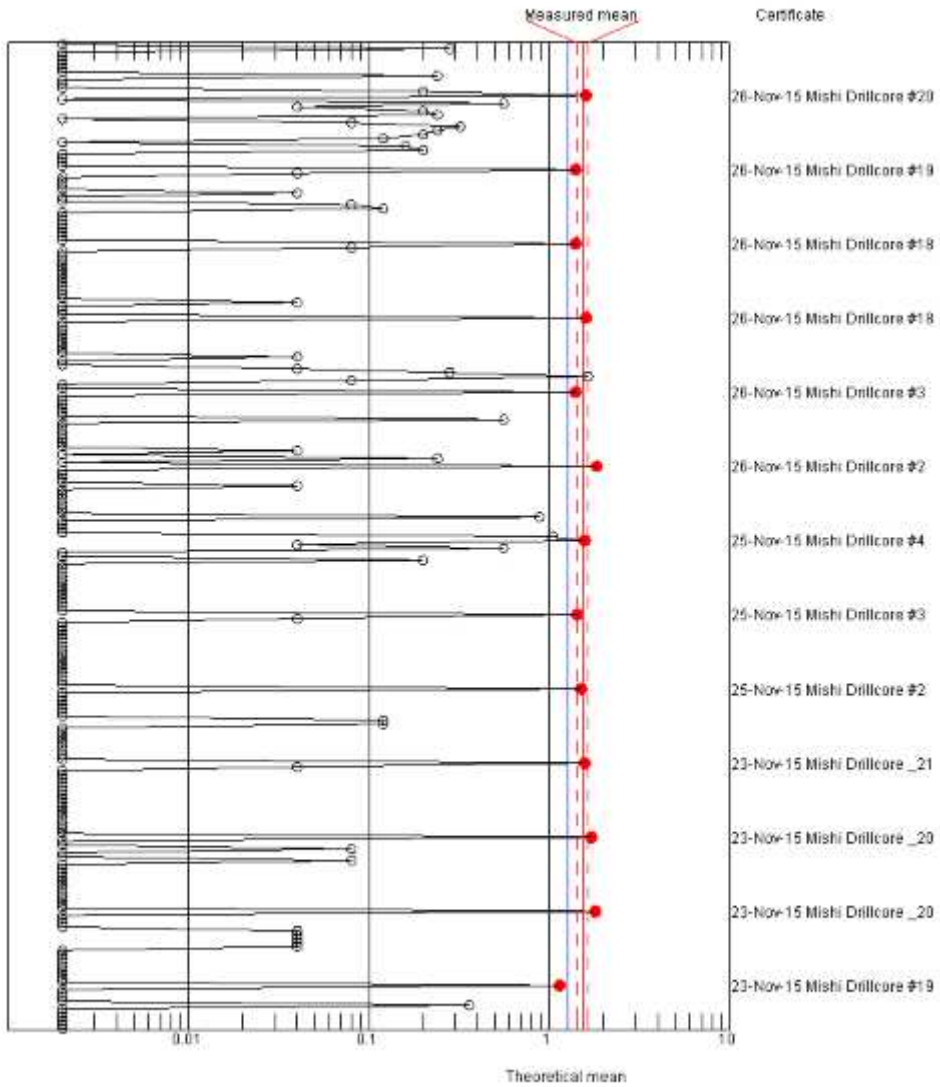
Lithology	Assay	RQD
		321.00 324.00 95
		324.00 327.00 100
		327.00 330.00 100
		330.00 333.00 73
		333.00 336.00 93
		336.00 339.00 97
		339.00 342.00 88
		342.00 345.00 97
		345.00 348.00 97
		348.00 351.00 88
		351.00 354.00 39
		354.00 357.00 80
		357.00 360.00 87
		360.00 363.00 98
		363.00 366.00 83
		366.00 369.00 87
		369.00 372.00 83
		372.00 375.00 92
		375.00 378.00 100
		378.00 381.00 100
		381.00 384.00 96
		384.00 387.00 100
		387.00 390.00 94
		390.00 393.00 97
		393.00 396.00 95
		396.00 399.00 73
		399.00 402.00 100
		402.00 405.00 97
		405.00 408.00 70
		408.00 411.00 94
		411.00 414.00 100

Standard OxH112 and regular assays

Statistics: (N=13; Min.=1.14; Max.=1.83; Mean=1.534615 ± 0.1133 at 95% conf.; S=0.1875)



Au (ppm) (Standard only)



Au (ppm) (Standard and regular assays)

DDH:	MW15-84	Claims title:	377	Section:	3517
		Township:	Mishibishu Lake	Level:	
		Range:		Work place:	Mishi
Contractor:	Machines Roger Internat...	Lot:			
Author:	S. Tyler	Start date:	11/17/2015	Description date:	12/7/2015
		End date:	11/21/2015		

Collar

Azimuth:	180.00°
Dip:	-64.00°
Length:	450.00

Surveyed

East	3516.5
North	6397.7
Elevation	2991.0

Down hole survey

Type	Depth	Azimuth	Dip	Invalid
Flexite	18.00	178.60°	-64.50°	No
Flexite	21.00	180.70°	-64.80°	No
Flexite	69.00	181.70°	-64.00°	No
Flexite	120.00	181.40°	-63.10°	No
Flexite	171.00	182.00°	-61.40°	No
Flexite	222.00	182.90°	-61.10°	No
Flexite	273.00	183.60°	-59.30°	No
Flexite	324.00	184.50°	-59.50°	No
Flexite	375.00	185.50°	-59.20°	No
Flexite	426.00	185.40°	-59.10°	No
Flexite	450.00	185.80°	-58.80°	No

Type	Depth	Azimuth	Dip	Invalid

Description:

Core size: Carotte NQ Cemented: No Stored: No

Lithology	Assay	RQD
0.00 2.50 C Casing Overburden. 2.50 21.10 10f Gabbro Massive green gabbro, including rafted fragments of mafic tuff and wacke. Patchy chlorite, sericite+epidote alteration. Wispy calcite veinlets. Trace disseminated pyrite.		0.00 3.00 3
		3.00 6.00 94
		6.00 9.00 97
		9.00 12.00 100
		12.00 15.00 96
		15.00 18.00 100
		18.00 21.00 99
		21.00 24.00 94
21.10 47.20 TU3; S3 Mafic tuff; Wacke Well mixed ashy tuff and grey silt, gently grading between ash and sediment dominant. Weak patchy silicification. Common wispy calcite veinlets. Weak foliation at 70-80°CA. Trace disseminated pyrite.		
		24.00 27.00 94
		27.00 30.00 98
		30.00 33.00 91
		33.00 36.00 98
		36.00 39.00 94
		39.00 42.00 93
		42.00 45.00 100
		45.00 48.00 98
47.20 56.50 10f Gabbro Massive green gabbro, including rafted fragments of mafic tuff and wacke. Patchy chlorite, sericite+epidote alteration. Wispy calcite veinlets. Trace disseminated pyrite.		
		48.00 51.00 99
		51.00 54.00 100
		54.00 57.00 100
	55.75 56.50 1892760.002	

Lithology	Assay			RQD		
56.50 165.25 TU3 Mafic tuff Well mixed ashy tuff and grey fine to pebbly silt. Sparse diabase intrusive bodies <10cm. Weak patchy silicification. Weak patchy chlorite, patches of banded sericite. Spotty calcite. Common wispy calcite veinlets. Milky quartz veinlets <10cm. Weak foliation at ~70°CA. Trace dissemianted pyrite.	56.50	57.25	1892770.002			
				57.00	60.00	100
	57.25	58.00	1892780.002			
	58.00	58.75	1892790.002			
	58.75	59.50	1892800.002			
	59.50	60.25	1892830.002			
				60.00	63.00	95
	60.25	61.00	1892840.002			
	61.00	61.75	1892850.002			
	61.75	62.50	1892860.002			
	62.50	63.25	1892870.002			
				63.00	66.00	98
	63.25	64.00	1892880.002			
	64.00	64.75	1892890.002			
	64.75	65.50	1892900.002			
	65.50	66.25	1892910.002			
				66.00	69.00	97
	66.25	67.00	1892920.002			
	67.00	67.75	1892930.002			
	67.75	68.50	1892940.002			
	68.50	69.25	1892950.002			
				69.00	72.00	100
	69.25	70.00	1892960.002			
	70.00	70.75	1892970.002			
	70.75	71.50	1892980.002			
	71.50	72.25	1892990.240			
				72.00	75.00	99
	72.25	73.00	1893000.002			
	73.00	73.75	1893030.002			
	73.75	74.50	1893040.040			

Lithology	Assay			RQD		
	74.50	75.25	1893050.002			
				75.00	78.00	97
	75.25	76.00	1893060.002			
	76.00	76.75	1893070.040			
	76.75	77.50	1893080.002			
	77.50	78.25	1893090.002			
				78.00	81.00	94
	78.25	79.00	1893100.002			
	79.00	79.75	1893110.002			
	79.75	80.50	1893120.002			
	80.50	81.25	1893130.002			
				81.00	84.00	98
	81.25	82.00	1893140.002			
	82.00	82.75	1893150.002			
	82.75	83.50	1893160.002			
	83.50	84.25	1893170.002			
				84.00	87.00	100
	84.25	85.00	1893180.002			
	85.00	85.75	1893190.080			
	85.75	86.50	1893200.002			
	86.50	87.25	1893230.002			
				87.00	90.00	91
	87.25	88.00	1893240.002			
	88.00	88.75	1893250.002			
	88.75	89.50	1893260.002			
	89.50	90.25	1893270.002			
				90.00	93.00	95
	90.25	91.00	1893280.002			
	91.00	91.75	1893290.002			
	91.75	92.50	1893300.080			
	92.50	93.25	1893310.002			
				93.00	96.00	96
	93.25	94.00	1893320.002			
	94.00	94.75	1893330.002			

Lithology	Assay	RQD
	94.75 95.50 1893340.002	
	95.50 96.25 1893350.002	
		96.00 99.00 100
	96.25 97.00 1893360.002	
	97.00 97.75 1893370.002	
	97.75 98.50 1893380.080	
	98.50 99.25 1893390.002	
		99.00 102.00 99
	99.25 100.00 1893400.080	
	100.00 100.75 1893430.080	
	100.75 101.50 1893440.040	
	101.50 102.25 1893450.040	
		102.00 105.00 100
	102.25 103.00 1893460.040	
	103.00 103.75 1893470.002	
	103.75 104.50 1893480.002	
	104.50 105.25 1893490.002	
		105.00 108.00 95
	105.25 106.00 1893500.002	
	106.00 106.75 1893510.002	
	106.75 107.50 1893520.002	
	107.50 108.25 1893530.002	
		108.00 111.00 97
	108.25 109.00 1893540.040	
	109.00 109.75 1893550.002	
	109.75 110.50 1893560.002	
	110.50 111.25 1893570.002	
		111.00 114.00 100
	111.25 112.00 1893580.002	
	112.00 112.75 1893590.002	
	112.75 113.50 1893600.080	
	113.50 114.25 1893630.002	
		114.00 117.00 96
	114.25 115.00 1893640.002	

Lithology	Assay	RQD
	115.00 115.75 1893650.002	
	115.75 116.50 1893660.002	
	116.50 117.25 1893670.002	
		117.00 120.00 100
	117.25 118.00 1893680.002	
	118.00 118.75 1893690.002	
	118.75 119.50 1893700.002	
	119.50 120.25 1893710.002	
		120.00 123.00 100
	120.25 121.00 1893720.160	
	121.00 121.75 1893730.002	
	121.75 122.50 1893740.002	
	122.50 123.25 1893750.002	
		123.00 126.00 100
	123.25 124.00 1893760.002	
	124.00 124.75 1893770.002	
	124.75 125.50 1893780.002	
	125.50 126.25 1893790.002	
		126.00 129.00 100
	126.25 127.00 1893800.002	
	127.00 127.75 1893830.002	
	127.75 128.50 1893840.002	
	128.50 129.25 1893850.002	
		129.00 132.00 100
	129.25 130.00 1893860.002	
	130.00 130.75 1893870.040	
	130.75 131.50 1893880.360	
	131.50 132.25 1893890.040	
		132.00 135.00 100
	132.25 133.00 1893900.002	
	133.00 133.75 1893910.002	
	133.75 134.50 1893920.160	
	134.50 135.25 1893930.002	
		135.00 138.00 100

Lithology	Assay	RQD
	135.25 136.00 1893940.002	
	136.00 136.75 1893950.002	
	136.75 137.50 1893960.002	
	137.50 138.25 1893970.320	
		138.00 141.00 100
	138.25 139.00 1893980.040	
	139.00 139.75 1893990.040	
	139.75 140.50 1894000.120	
	140.50 141.25 1894030.002	
		141.00 144.00 98
	141.25 142.00 1894040.040	
	142.00 142.75 1894050.002	
	142.75 143.50 1894060.002	
	143.50 144.25 1894070.002	
		144.00 147.00 97
	144.25 145.00 1894080.002	
	145.00 145.75 1894090.002	
	145.75 146.50 1894100.002	
	146.50 147.25 1894110.002	
		147.00 150.00 99
	147.25 148.00 1894120.002	
	148.00 148.75 1894130.002	
	148.75 149.50 1894140.002	
	149.50 150.25 1894150.002	
		150.00 153.00 93
	150.25 151.00 1894160.002	
	151.00 151.75 1894170.002	
	151.75 152.50 1894180.002	
	152.50 153.25 1894190.002	
		153.00 156.00 95
	153.25 154.00 1894200.002	
	154.00 154.75 1894230.040	
	154.75 155.50 1894240.002	
	155.50 156.25 1894250.002	

Lithology	Assay	RQD
		156.00 159.00 93
	156.25 157.00 1894260.002	
	157.00 157.75 1894270.002	
	157.75 158.50 1894280.002	
	158.50 159.25 1894290.002	
		159.00 162.00 83
	159.25 160.00 1894300.002	
	160.00 160.75 1894310.080	
	160.75 161.50 1894320.040	
	161.50 162.25 1894330.002	
		162.00 165.00 88
	162.25 163.00 1894340.002	
	163.00 163.75 1894350.002	
	163.75 164.50 1894360.040	
	164.50 165.25 1894370.680	
		165.00 168.00 72
165.25 172.75 11a	165.25 166.00 1894380.002	
Felsic Intrusive 70°		
Beige felsic dike, massive. Common milky-grey quartz veinlets, irregular. Contact metamorphism, silicification 20+ cm in wall rock. Trace disseminated pyrite.		
	166.00 166.75 1894390.002	
	166.75 167.50 1894400.040	
	167.50 168.25 1894430.560	
		168.00 171.00 91
	168.25 169.00 1894440.040	
	169.00 169.75 1894450.002	
	169.75 170.50 1894460.002	
	170.50 171.25 1894470.880	
		171.00 174.00 63
	171.25 172.00 1894480.002	
	172.00 172.75 1894490.040	
172.75 202.40 TU3	172.75 173.50 1894500.160	
Mafic tuff		
Well mixed ashy tuff and grey fine to pebbly silt. Sparse diabase intrusive bodies <10cm. Weak patchy silicification. Weak patchy chlorite, patches of banded sericite.		

Lithology	Assay	RQD
Spotty calcite. Common wispy calcite veinlets. Milky quartz veinlets <10cm. Weak foliation at ~70°CA. Trace disseminated pyrite.		
	173.50 174.25 1894510.520	
		174.00 177.00 35
	174.25 175.00 1894520.002	
	175.00 175.75 1894530.120	
	175.75 176.50 1894540.040	
	176.50 177.25 1894550.002	
		177.00 180.00 46
	177.25 178.00 1894560.002	
	178.00 178.75 1894570.002	
	178.75 179.50 1894580.200	
	179.50 180.25 1894590.002	
180.00 195.00 TU3		180.00 183.00 79
Mafic tuff		
Abundant fault gouges & calcite crack-seal alteration.		
	180.25 181.00 1894600.080	
	181.00 181.75 1894630.002	
	181.75 182.50 1894640.002	
	182.50 183.25 1894650.040	
		183.00 186.00 34
	183.25 184.00 1894660.120	
	184.00 184.75 1894670.040	
	184.75 185.50 1894680.002	
	185.50 186.25 1894690.002	
		186.00 189.00 75
	186.25 187.00 1894700.002	
	187.00 187.75 1894710.002	
	187.75 188.50 1894720.120	
	188.50 189.25 1894730.040	
		189.00 192.00 35
	189.25 190.00 1894740.080	
	190.00 190.75 1894750.320	
	190.75 191.50 1894760.120	
	191.50 192.25 1894770.480	

Lithology	Assay	RQD
		192.00 195.00 91
	192.25 193.00 1894780.280	
	193.00 193.75 1894791.840	
	193.75 194.50 1894800.280	
	194.50 195.25 1894830.002	
		195.00 198.00 93
	195.25 196.00 1894840.080	
	196.00 196.75 1894850.040	
	196.75 197.50 1894860.002	
	197.50 198.25 1894870.002	
		198.00 201.00 85
	198.25 199.00 1894880.002	
	199.00 199.75 1894891.520	
	199.75 200.50 1894900.640	
	200.50 201.25 1894910.200	
		201.00 204.00 93
	201.25 202.00 1894920.040	
	202.00 202.40 1894930.002	
202.40 222.50 10f	202.40 203.00 1894940.040	
Gabbro 70°		
Massive green gabbro. Patchy chlorite, sericite+epidote. Sparse wispy calcite veinlets. Trace disseminated pyrite.		
		204.00 207.00 98
		207.00 210.00 100
		210.00 213.00 96
		213.00 216.00 95
		216.00 219.00 92
		219.00 222.00 96
	221.75 222.50 1894950.240	
		222.00 225.00 98
222.50 234.70 TU2	222.50 223.25 1894960.002	
Intermediate tuff		
Cherty ash tuff with grey sediment. Cherty silicification & chert bands throughout. Foliation at ~80° CA, fairly irregular. Chlorite-milky quartz tension veinlets abundant throughout, low angle. 2% disseminated pyrite. Patchy red hematite staining.		

Lithology	Assay	RQD
	223.25 224.00 1894970.002	
	224.00 224.75 1894980.002	
	224.75 225.50 1894990.002	
		225.00 228.00 100
	225.50 226.25 1895000.240	
	226.25 227.00 1895030.002	
	227.00 227.75 1895040.002	
	227.75 228.50 1895050.002	
		228.00 231.00 89
	228.50 229.25 1895060.002	
	229.25 230.00 1895070.040	
	230.00 230.75 1895080.002	
	230.75 231.50 1895090.002	
		231.00 234.00 95
	231.50 232.25 1895100.002	
	232.25 233.00 1895110.002	
	233.00 233.75 1895120.002	
	233.75 234.25 1895130.002	
		234.00 237.00 89
	234.25 234.70 1895140.002	
234.70 247.30 10a	234.70 235.50 1895150.002	
Diabase 75°		
Massive black diabase. Sparse wispy calcite veinlets. Moderate-strong patchy magnetism. Trace disseminated pyrite. Patchy hematite stain on lower contact.		
		237.00 240.00 58
		240.00 243.00 41
		243.00 246.00 93
		246.00 249.00 98
	246.50 247.30 1895160.002	
247.30 261.30 TU3	247.30 248.00 1895170.280	
Mafic tuff		
Mafic tuff agglomerate, pebbly grey sediment. Patchy chlorite, sericite+epidote. Spotty ankerite. Weak, irregular foliation at 70-80° CA. Sparse milky quartz-ankerite veinlets, wispy. Trace disseminated pyrite.		
	248.00 248.75 1895180.280	

Lithology	Assay	RQD
	248.75 249.50 1895190.040	
		249.00 252.00 97
	249.50 250.25 1895200.160	
	250.25 251.00 1895230.002	
	251.00 251.75 1895240.002	
	251.75 252.50 1895250.002	
		252.00 255.00 95
	252.50 253.25 1895260.002	
	253.25 254.00 1895270.002	
	254.00 254.75 1895280.002	
	254.75 255.50 1895290.002	
		255.00 258.00 89
	255.50 256.25 1895300.002	
	256.25 257.00 1895310.002	
	257.00 257.75 1895320.002	
	257.75 258.50 1895330.200	
		258.00 261.00 99
	258.50 259.25 1895340.002	
	259.25 260.00 1895350.002	
	260.00 260.75 1895360.002	
	260.75 261.30 1895370.002	
		261.00 264.00 99
261.30 353.20 10f	261.30 262.00 1895380.002	
Gabbro		
Massive green gabbro. Weak patchy chlorite, sericite+epidote. Weak spotty calcite. Sparse wispy calcite veinlets. Trace disseminated pyrite.		
		264.00 267.00 94
		267.00 270.00 97
		270.00 273.00 99
		273.00 276.00 99
		276.00 279.00 97
		279.00 282.00 100
		282.00 285.00 100
		285.00 288.00 100

Lithology	Assay	RQD
		288.00 291.00 100
		291.00 294.00 100
		294.00 297.00 100
		297.00 300.00 100
		300.00 303.00 100
		303.00 306.00 98
		306.00 309.00 100
		309.00 312.00 100
		312.00 315.00 97
		315.00 318.00 100
		318.00 321.00 100
		321.00 324.00 100
		324.00 327.00 100
		327.00 330.00 100
		330.00 333.00 97
		333.00 336.00 97
		336.00 339.00 100
		339.00 342.00 100
		342.00 345.00 100
		345.00 348.00 100
		348.00 351.00 100
		351.00 354.00 85
	352.50 353.20 1895390.200	
353.20 390.50 TU2	353.20 354.00 1895400.002	
Intermediate tuff		
Intermediate ash tuff. Moderate-strong pervasive silicificaiton. Weak banded chlorite, sericite. Foliation at 70° to CA, somewhat irregular with sparse kink bands. Common-abundant milky quartz eyes throughout. Wispy calcite veinlets throughout. Foliation parallel milky quartz veinlets <5cm, uncommon. Trace disseminated pyrite.		
	354.00 354.75 1895430.240	354.00 357.00 55
	354.75 355.50 1895440.040	
	355.50 356.25 1895450.120	
	356.25 357.00 1895460.200	
	357.00 357.75 1895470.800	357.00 360.00 93
	357.75 358.50 1895483.320	

Lithology	Assay	RQD
	358.50 359.25 1895490.360	
	359.25 360.00 1895500.040	
	360.00 360.75 1895510.040	360.00 363.00 91
	360.75 361.50 1895520.040	
	361.50 362.25 1895530.002	
	362.25 363.00 1895540.280	
	363.00 363.75 1895550.040	363.00 366.00 48
	363.75 364.50 1895560.002	
	364.50 365.25 1895570.002	
	365.25 366.00 1895580.320	
	366.00 366.75 1895590.040	366.00 369.00 43
	366.75 367.50 1895600.002	
	367.50 368.25 1895630.040	
	368.25 369.00 1895640.002	
	369.00 369.75 1895650.240	369.00 372.00 76
	369.75 370.50 1895660.040	
	370.50 371.25 1895670.002	
	371.25 372.00 1895680.440	
	372.00 372.75 1895690.040	372.00 375.00 86
	372.75 373.50 1895700.160	
	373.50 374.25 1895710.440	
	374.25 375.00 1895720.400	
	375.00 375.75 1895730.600	375.00 378.00 77
	375.75 376.50 1895740.080	
	376.50 377.25 1895750.280	
	377.25 378.00 1895760.320	
	378.00 378.75 1895770.360	378.00 381.00 67
	378.75 379.50 1895780.280	
	379.50 380.25 1895790.040	
	380.25 381.00 1895800.200	
	381.00 381.75 1895830.360	381.00 384.00 96
	381.75 382.50 1895840.200	
	382.50 383.25 1895850.080	
	383.25 384.00 1895860.160	

Lithology	Assay	RQD
	384.00 384.75 1895870.160	384.00 387.00 77
	384.75 385.50 1895880.240	
	385.50 386.25 1895890.120	
	386.25 387.00 1895900.080	
	387.00 387.75 1895910.440	387.00 390.00 82
	387.75 388.50 1895920.240	
	388.50 389.25 1895930.520	
	389.25 390.00 1895940.160	
	390.00 390.50 1895950.480	390.00 393.00 98
390.50 426.30 1Md	390.50 391.25 1895960.040	
Mafic flow		
Mafic flows with common-abundant pillows salvages, flow breccia, partially digested beige-pink fragments. Extremely abundant wispy calcite (+/- chlorite,sericite) veinlets throughout. Trace to 1% disseminated pyrite.		
	391.25 392.00 1895970.002	
	392.00 392.75 1895980.120	
	392.75 393.50 1895990.002	
		393.00 396.00 98
	393.50 394.25 1896000.040	
	394.25 395.00 1896030.040	
	395.00 395.75 1896040.002	
	395.75 396.50 1896050.002	
		396.00 399.00 97
	396.50 397.25 1896060.002	
	397.25 398.00 1896070.002	
	398.00 398.75 1896080.040	
	398.75 399.50 1896090.120	
		399.00 402.00 90
	399.50 400.25 1896100.002	
	400.25 401.00 1896110.002	
	401.00 401.75 1896120.040	
	401.75 402.50 1896130.040	
		402.00 405.00 90
	402.50 403.25 1896140.080	
	403.25 404.00 1896150.002	

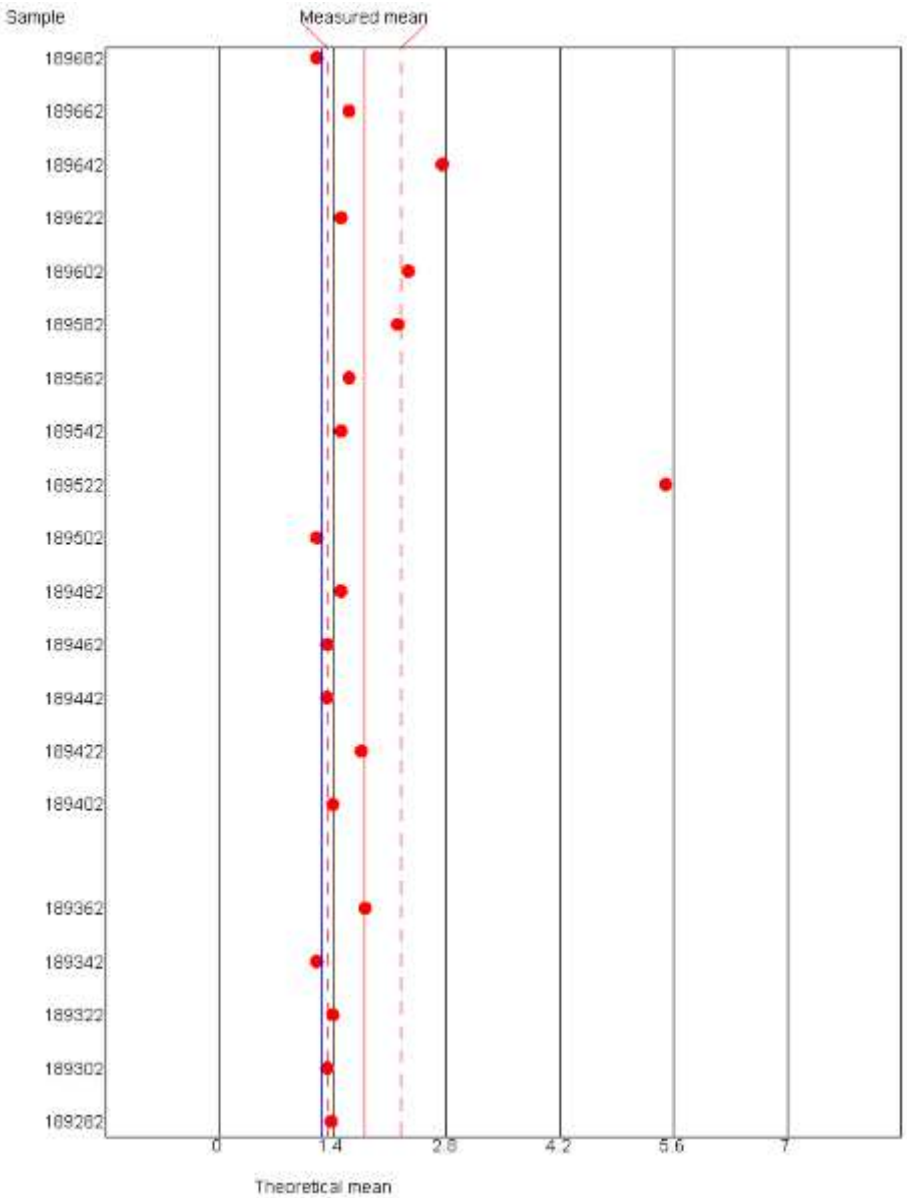
Lithology	Assay	RQD
	404.00 404.75 1896160.002	
	404.75 405.50 1896170.002	
		405.00 408.00 100
	405.50 406.25 1896180.002	
	406.25 407.00 1896190.002	
	407.00 408.00 1896230.002	
	408.00 409.00 1896240.002	408.00 411.00 100
	409.00 409.75 1896200.002	
	409.75 410.50 1896250.160	
	410.50 411.25 1896260.080	
		411.00 414.00 100
	411.25 412.00 1896270.040	
	412.00 412.75 1896280.280	
	412.75 413.50 1896290.002	
	413.50 414.25 1896300.040	
		414.00 417.00 97
	414.25 415.00 1896310.002	
	415.00 415.75 1896320.040	
	415.75 416.50 1896330.002	
	416.50 417.25 1896340.002	
		417.00 420.00 98
	417.25 418.00 1896350.002	
	418.00 418.75 1896360.002	
	418.75 419.50 1896370.040	
	419.50 420.25 1896380.002	
		420.00 423.00 93
	420.25 421.00 1896390.002	
	421.00 421.75 1896400.200	
	421.75 422.50 1896430.002	
	422.50 423.25 1896440.002	
		423.00 426.00 99
	423.25 424.00 1896450.002	
	424.00 424.75 1896460.002	
	424.75 425.50 1896470.002	

Lithology	Assay	RQD
	425.50 426.30 1896480.002	
		426.00 429.00 97
426.30 446.00 TU3	426.30 427.00 1896490.002	
Mafic tuff		
Mafic lithic tuff. Strong pervasive silicification. Patchy chlorite, spotty ankerite. Weak foliation at ~70° CA. Sparse wispy calcite veinlets. 1-2% disseminated pyrite throughout and sparse massive patches <2cm across.		
	427.00 427.75 1896500.002	
	427.75 428.50 1896510.002	
	428.50 429.25 1896520.002	
		429.00 432.00 98
	429.25 430.00 1896530.002	
	430.00 430.75 1896540.002	
430.25 432.30 1Md		
Mafic flow		
Mafic flows with common-abundant pillows salvages, flow breccia, partially digested beige-pink fragments (sandstone/granitoid?). Etremely abundant wispy calcite (+/- chlorite,sericite) veinlets throughout. Trace to 1% disseminated pyrite.		
	430.75 431.50 1896550.002	
	431.50 432.25 1896560.002	
		432.00 435.00 95
	432.25 433.00 1896570.002	
	433.00 433.75 1896580.002	
	433.75 434.50 1896590.002	
	434.50 435.25 1896600.080	
		435.00 438.00 94
	435.25 436.00 1896630.002	
	436.00 436.75 1896640.002	
	436.75 437.50 1896650.002	
	437.50 438.25 1896660.002	
		438.00 441.00 92
	438.25 439.00 1896670.002	
	439.00 439.75 1896680.002	
	439.75 440.50 1896690.002	
	440.50 441.25 1896700.002	

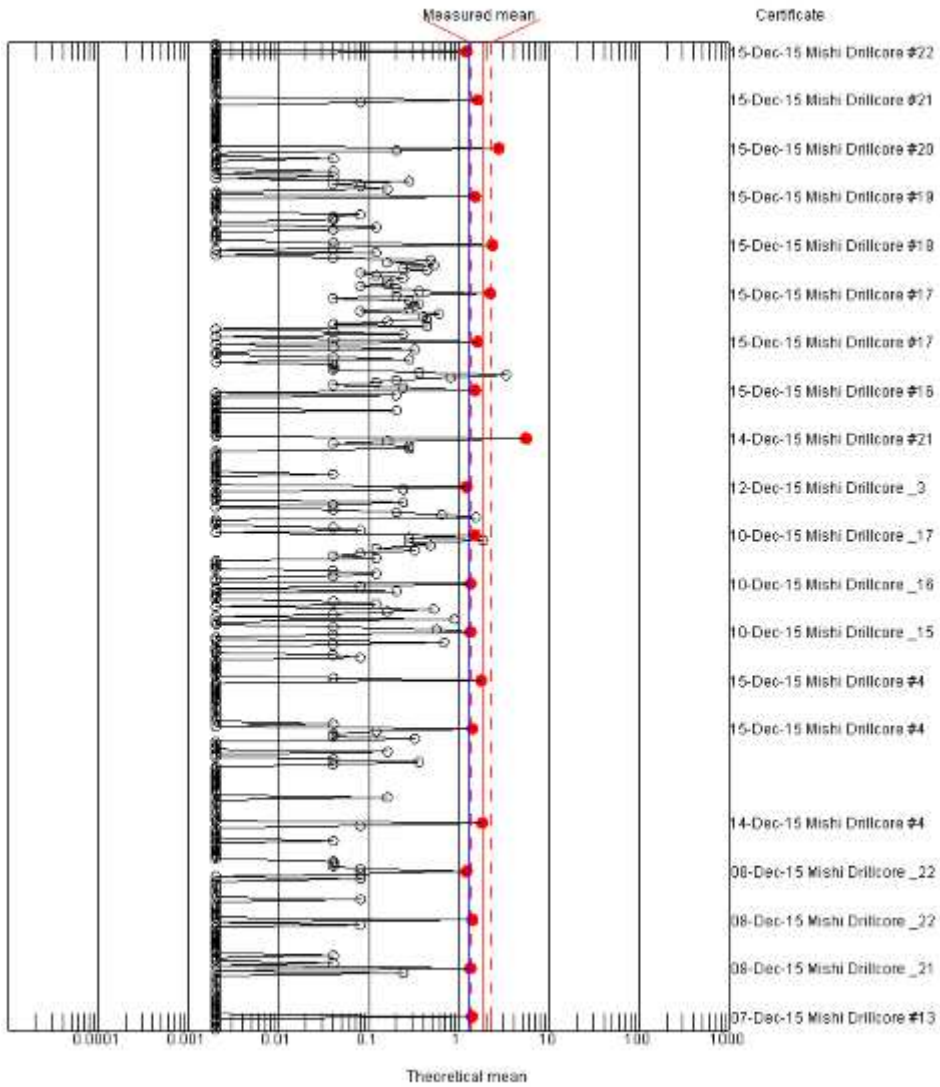
Lithology	Assay	RQD
		441.00 444.00 93
	441.25 442.00 1896710.002	
	442.00 442.75 1896720.002	
	442.75 443.50 1896730.002	
	443.50 444.25 1896740.002	
		444.00 447.00 81
	444.25 445.00 1896750.002	
	445.00 445.50 1896760.002	
	445.50 446.00 1896770.002	
446.00 450.00 S3	446.00 446.75 1896780.002	
Wacke		
Beige-grey sandy wacke, massive. Sparse wispy calcite veinlets. Trace disseminated pyrite.		
	446.75 447.50 1896790.002	
		447.00 450.00 83
	447.50 448.25 1896800.002	
	448.25 449.00 1896830.002	
	449.00 449.50 1896840.002	
	449.50 450.00 1896850.002	

Standard OxH112 and regular assays

Statistics: (N=20; Min.=1.2; Max.=5.5; Mean=1.79 ± 0.4507 at 95% conf.; S=0.9631)



Au (ppm) (Standard only)



Au (ppm) (Standard and regular assays)

DDH:	MW15-85	Claims title:	377	Section:	3600
		Township:	Mishibishu Lake	Level:	
		Range:		Work place:	Mishi
Contractor:	Machines Roger Internat...	Lot:			
Author:	S. Tyler	Start date:	11/12/2015	Description date:	12/9/2015
		End date:	1/13/2016		

Collar

Azimuth:	180.00°
Dip:	-73.00°
Length:	240.00

	Surveyed
East	3599.9
North	6149.9
Elevation	2996.9

Down hole survey

Type	Depth	Azimuth	Dip	Invalid
Flexite	24.00	181.30°	-72.00°	No
Flexite	75.00	177.70°	-70.50°	No
Flexite	126.00	174.10°	-68.40°	No
Flexite	177.00	173.40°	-66.30°	No
Flexite	240.00	170.40°	-61.00°	No

Type	Depth	Azimuth	Dip	Invalid

Description:

Core size: Carotte NQ Cemented: No Stored: Yes

Lithology	Assay	RQD
0.00 11.00 C Casing Overburden.		0.00 3.00 0 3.00 6.00 0 6.00 9.00 0 9.00 12.00 15
11.00 48.90 1M Mafic Volcanic Banded ash tuff & volcanics with mixed grey pebbly sediment. Common-abundant gabbro fingers 20-40cm. Weak patchy silicification. Weak patchy & banded chlorite, sericite. Foliation at ~70°CA, somewhat irregular. Common-abundant wispy calcite veinlets. Trace disseminated pyrite.	11.00 12.00 1896860.120 12.00 13.00 1896870.002 13.00 14.00 1896880.160 14.00 15.00 1896890.002 15.00 16.00 1896900.002 16.00 17.00 1896910.002 17.00 18.00 1896920.002 18.00 19.00 1896930.002 19.00 20.00 1896940.002 20.00 21.00 1896950.002 21.00 22.00 1896960.002 22.00 23.00 1896970.002 23.00 24.00 1896980.040 24.00 25.00 1896990.160 25.00 26.00 1897000.040 26.00 27.00 1897030.002 27.00 28.00 1897040.002 28.00 29.00 1897050.002 29.00 30.00 1897060.002 30.00 31.00 1897070.002 31.00 32.00 1897080.002 32.00 33.00 1897090.002 33.00 34.00 1897100.002 34.00 35.00 1897110.002	12.00 15.00 97 15.00 18.00 98 18.00 21.00 88 21.00 24.00 31 24.00 27.00 90 27.00 30.00 95 30.00 33.00 100 33.00 36.00 100

Lithology	Assay	RQD
	35.00 36.00 1897120.002	
	36.00 37.00 1897130.002	36.00 39.00 98
	37.00 38.00 1897140.002	
	38.00 39.00 1897150.002	
	39.00 40.00 1897160.002	39.00 42.00 85
	40.00 41.00 1897170.002	
	41.00 42.00 1897180.002	
	42.00 43.00 1897190.002	42.00 45.00 94
	43.00 44.00 1897200.002	
	44.00 45.00 1897230.002	
	45.00 46.00 1897240.002	45.00 48.00 92
	46.00 47.00 1897250.002	
	47.00 48.00 1897260.002	
	48.00 48.90 1897270.002	48.00 51.00 80
48.90 67.80 10c	48.90 50.00 1897280.002	
Mafic intrusive black		
Massive black intrusive. Patchy magnetism. Sparse patchy epidote. Sparse wispy calcite veinlets. Trace disseminated pyrite.		
		51.00 54.00 98
		54.00 57.00 100
		57.00 60.00 97
		60.00 63.00 98
		63.00 66.00 100
		66.00 69.00 83
	67.00 67.80 1897290.040	
67.80 80.50 TU3	67.80 69.00 1897300.040	
Mafic tuff		
Banded ash tuff. Banded chlorite, sericite. Foliation at ~70°CA, somewhat irregular. Common milky quartz veinlets & lenses, parallel foliation, <2cm. Common wispy calcite veinlets. Sparse grey quartz-ankerite lenses. Trace disseminated pyrite.		
	69.00 70.00 1897310.002	69.00 72.00 23
	70.00 71.00 1897320.040	
	71.00 72.00 1897330.002	
	72.00 73.00 1897340.040	72.00 75.00 22
	73.00 74.00 1897350.040	

Lithology	Assay	RQD
	74.00 75.00 1897360.160	
	75.00 76.00 1897370.200	75.00 78.00 30
	76.00 77.00 1897380.120	
	77.00 78.00 1897390.080	
	78.00 79.00 1897400.200	78.00 81.00 69
	79.00 80.00 1897430.080	
	80.00 80.50 1897440.080	
80.50 103.00 10f	80.50 81.50 1897450.002	
Gabbro		
Massive green gabbro. Patchy chlorite, sericite+epidote. Wispy calcite veinlets.		
Patchy weak foliation ~70° CA. Trace disseminated pyrite.		
		81.00 84.00 95
		84.00 87.00 95
		87.00 90.00 100
		90.00 93.00 93
		93.00 96.00 100
		96.00 99.00 90
		99.00 102.00 63
	102.00 103.00 1897460.080	102.00 105.00 97
103.00 111.00 TU3	103.00 104.00 1897470.040	
Mafic tuff		
Banded lapilli tuff. Banded chlorite, sericite. Foliation at ~70° CA, somewhat irregular.		
Common irregular milky quartz (+/- ankerite) veinlets throughout. Trace disseminated		
pyrite.		
	104.00 105.00 1897480.002	
	105.00 106.00 1897490.120	105.00 108.00 40
	106.00 107.00 1897500.160	
	107.00 109.00 1897510.002	
		108.00 111.00 85
	109.00 110.00 1897520.080	
	110.00 111.00 1897530.280	
111.00 120.50 10f	111.00 112.00 1897540.002	111.00 114.00 93
Gabbro		
Massive green gabbro. Patchy chlorite, sericitte+epidote. Wispy calcite veinlets.		
Spotty calcite. Patchy weak foliation ~70° CA. Trace disseminated pyrite.		

Lithology	Assay	RQD
		114.00 117.00 93
		117.00 120.00 100
	119.50 120.50 1897550.002	
		120.00 123.00 93
120.50 130.50 TU3	120.50 121.00 1897560.600	
Mafic tuff		
Banded lithic/lapilli tuff, with mafic volcanics 20-40cm. Banded chlorite, sericite. Spotty calcite. Foliation at ~70° CA, fairly irregular. Common wispy calcite veinlets. Trace disseminated pyrite.		
	121.00 122.00 1897570.680	
	122.00 123.00 1897580.002	
	123.00 124.00 1897590.002	123.00 126.00 98
	124.00 125.00 1897600.080	
	125.00 126.00 1897630.080	
	126.00 127.00 1897640.080	126.00 129.00 93
	127.00 128.00 1897650.080	
	128.00 129.00 1897660.040	
	129.00 130.00 1897670.040	129.00 132.00 93
	130.00 130.50 1897680.080	
130.50 150.80 1M	130.50 131.00 1897690.080	
Mafic Volcanic		
Weakly sheared mafic volcanics. Strong spotty calcite. Strong banded chlorite. Foliation at 70° CA. Wispy calcite veinlets. Trace disseminated pyrite. Milky quartz veinlets parallel foliation 5-10cm, uncommon.		
	131.00 132.00 1897700.002	
	132.00 133.00 1897710.002	132.00 135.00 98
	133.00 134.00 1897720.002	
	134.00 135.00 1897730.002	
	135.00 136.00 1897740.080	135.00 138.00 100
	136.00 137.00 1897750.120	
	137.00 138.00 1897760.080	
	138.00 139.00 1897770.040	138.00 141.00 100
	139.00 140.00 1897780.040	
	140.00 141.00 1897790.002	
	141.00 142.00 1897800.120	141.00 144.00 100

Lithology	Assay	RQD
	142.00 143.00 1897830.080	
	143.00 144.00 1897840.002	
	144.00 145.00 1897850.002	144.00 147.00 100
	145.00 146.00 1897860.002	
	146.00 147.00 1897870.002	
	147.00 148.00 1897880.002	147.00 150.00 98
	148.00 149.00 1897890.002	
	149.00 150.00 1897900.002	
	150.00 150.80 1897910.002	150.00 153.00 100
150.80 164.50 10f	150.80 151.80 1897920.002	
Gabbro		
Massive green gabbro. Patchy-spotty chlorite, calcite, sericite+epidote. Wispy calcite veinlets common throughout. Trace dissemiated pyrite.		
		153.00 156.00 97
		156.00 159.00 100
		159.00 162.00 100
		162.00 165.00 98
	163.50 164.50 1897930.002	
164.50 207.00 TU2	164.50 165.00 1897940.040	
Intermediate tuff		
Banded ash-lapilli tuff, grey-green. Weak pervasive silicification throughout. Banded chlorite, sericite (ribbons). Spotty ankerite. Foliatoin at ~70° somewhat irregular. Uncommon milky quartz-ankerite veinlets, irregular,2-5cm. Sparse grey quartz-ankerite lenses. Patches of abundant milky quartz eyes. Trace disseminated pyrite.		
	165.00 166.00 1897950.120	165.00 168.00 95
	166.00 167.00 1897960.040	
	167.00 168.00 1897970.360	
	168.00 169.00 1897981.120	168.00 171.00 93
	169.00 170.00 1897990.680	
	170.00 171.00 1898000.080	
	171.00 172.00 1898030.240	171.00 174.00 91
	172.00 173.00 1898040.002	
	173.00 174.00 1898050.040	
	174.00 174.50 1898060.080	174.00 177.00 95

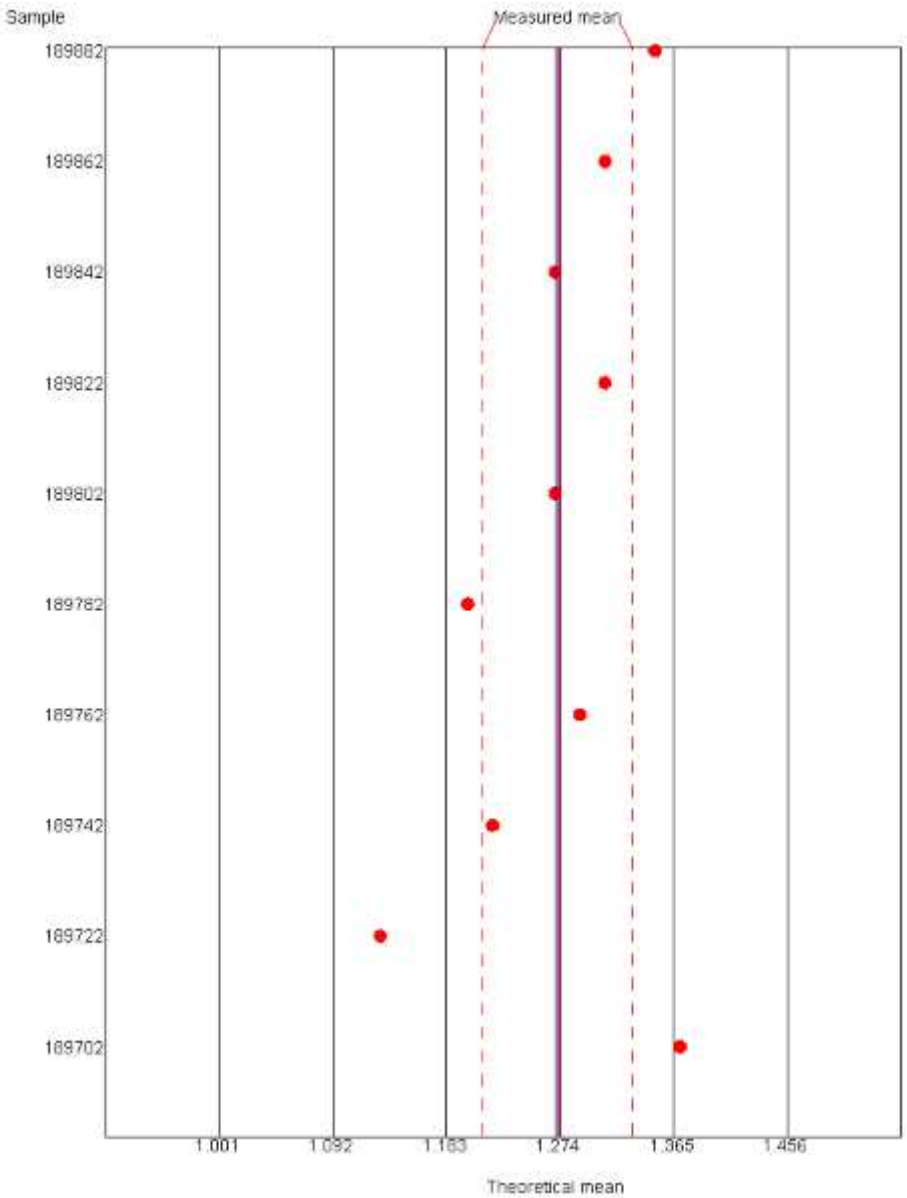
Lithology	Assay	RQD
	174.50 175.00 1898070.320	
	175.00 175.50 1898080.040	
	175.50 176.00 1898090.680	
	176.00 176.50 1898100.040	
	176.50 177.00 1898110.002	
	177.00 178.00 1898120.120	177.00 180.00 89
	178.00 179.00 1898130.160	
	179.00 180.00 1898140.040	
	180.00 181.00 1898150.002	180.00 183.00 93
	181.00 182.00 1898160.002	
	182.00 183.00 1898170.120	
	183.00 184.00 1898180.002	183.00 186.00 97
	184.00 185.00 1898190.002	
	185.00 186.00 1898200.002	
	186.00 187.00 1898230.002	186.00 189.00 97
	187.00 188.00 1898240.002	
	188.00 189.00 1898250.002	
	189.00 190.00 1898260.002	189.00 192.00 91
	190.00 191.00 1898270.002	
	191.00 192.00 1898280.040	
	192.00 193.00 1898290.040	192.00 195.00 93
	193.00 194.00 1898300.002	
	194.00 195.00 1898310.002	
	195.00 196.00 1898320.040	195.00 198.00 94
	196.00 197.00 1898330.002	
	197.00 198.00 1898340.040	
	198.00 199.00 1898350.002	198.00 201.00 87
	199.00 200.00 1898360.120	
	200.00 201.00 1898370.680	
	201.00 202.00 1898380.040	201.00 204.00 99
	202.00 203.00 1898390.002	
	203.00 204.00 1898400.002	
	204.00 205.00 1898430.002	204.00 207.00 95
	205.00 206.00 1898440.120	

Lithology	Assay	RQD
	206.00 207.00 1898450.002	
207.00 225.00 TU2	207.00 208.00 1898460.120	207.00 210.00 100
Intermediate tuff		
Banded ash-lapilli tuff, grey-green. Weak pervasive silicification throughout. Banded chlorite, sericite (ribbons). Spotty ankerite. Foliation at ~70° somewhat irregular. Uncommon milky quartz-ankerite veinlets, irregular,2-5cm. Common-abundant grey quartz-ankerite lenses, sericite+chlorite ribbons. Patches of abundant milky quartz eyes. Trace disseminated pyrite.		
	208.00 209.00 1898470.120	
	209.00 210.00 1898480.200	
	210.00 211.00 1898490.880	210.00 213.00 92
	211.00 212.00 1898500.560	
	212.00 213.00 1898510.240	
	213.00 214.00 1898520.240	213.00 216.00 88
	214.00 215.00 1898530.120	
	215.00 216.00 1898540.280	
	216.00 217.00 1898550.320	216.00 219.00 97
	217.00 218.00 1898560.320	
	218.00 219.00 1898570.080	
	219.00 220.00 1898580.880	219.00 222.00 98
	220.00 221.00 1898590.040	
	221.00 222.00 1898600.080	
	222.00 223.00 1898630.640	222.00 225.00 85
	223.00 224.00 1898641.320	
	224.00 225.00 1898650.240	
225.00 240.00 1M	225.00 226.00 1898660.002	225.00 228.00 97
Mafic Volcanic		
Sheared mafic volcanics. Strong banded chlorite. Foliation at ~70° to CA, somewhat irregular. Abundant wispy calcite veinlets. Trace disseminated pyrite.		
	226.00 227.00 1898670.040	
	227.00 228.00 1898680.002	
	228.00 229.00 1898690.002	228.00 231.00 99
	229.00 230.00 1898700.002	
	230.00 231.00 1898710.002	
	231.00 232.00 1898720.160	231.00 234.00 100

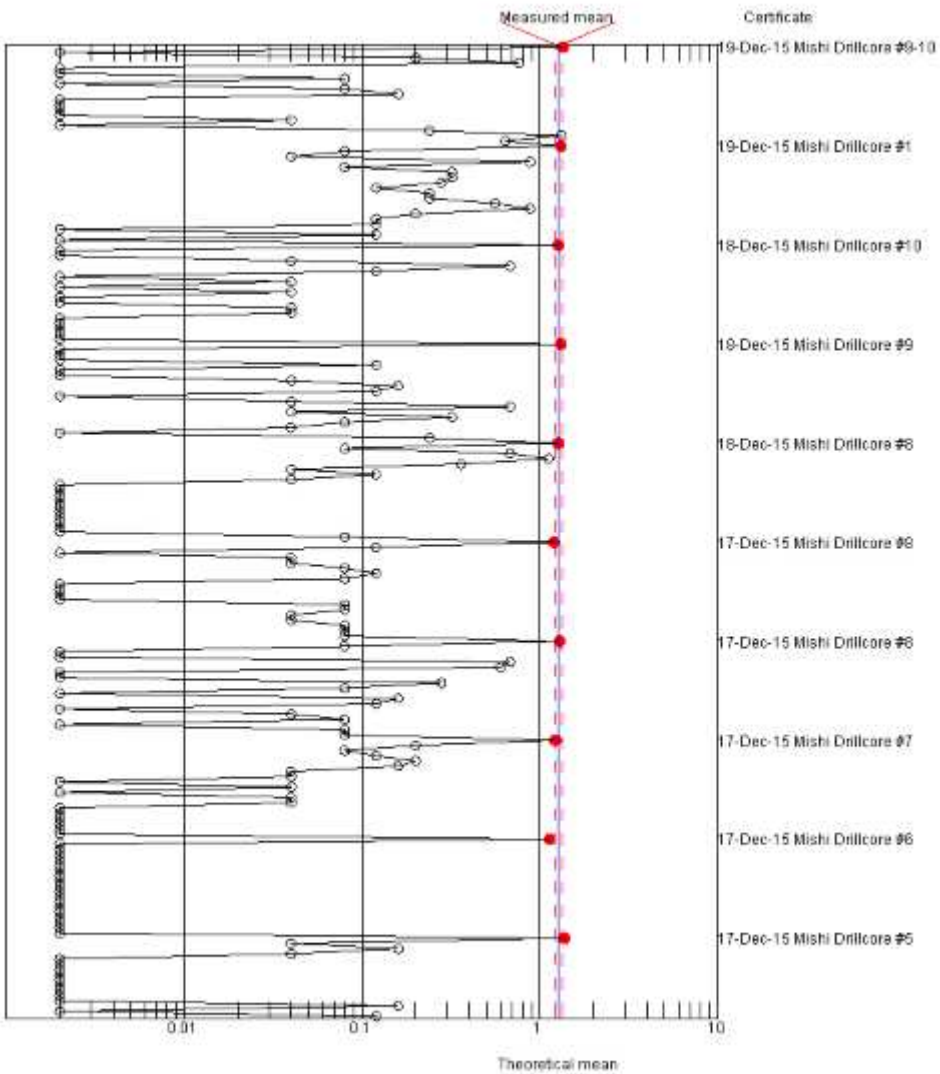
Lithology	Assay	RQD
	232.00 233.00 1898730.080	
	233.00 234.00 1898740.002	
	234.00 235.00 1898750.080	234.00 237.00 79
	235.00 236.00 1898760.002	
	236.00 237.00 1898770.002	
	237.00 238.00 1898780.760	237.00 240.00 93
	238.00 239.00 1898790.200	
	239.00 240.00 1898800.002	

Standard OxH112 and regular assays

Statistics: (N=10; Min.=1.13; Max.=1.37; Mean=1.272 ± 0.0599 at 95% conf.; S=0.0722)



Au (ppm) (Standard only)



Au (ppm) (Standard and regular assays)

APPENDICE 4

ASSAY CERTIFICATES

WAWA LABORATORY

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Steve Jozin

Date: 08-Dec-15

Sample Number	Au g/t	Chk	**Daily Tray #22**
189321	0.002		1
189322	1.40		2
189323	0.002		3
189324	0.002		4
189325	0.002		5
189326	0.002		6
189327	0.002		7
189328	0.002		8
189329	0.002		9
189330	0.08		10
189331	0.002		11
189332	0.002		12
189333	0.002		13
189334	0.002		14
189335	0.002		15
189336	0.002		16
189337	0.002		17
189338	0.08	0.04	18
189339	0.002		19
189341	0.002		20
189342	1.20		21
OxG104	0.96		
Blank	0.002		

Verified by: Steve Jozin

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 10-Dec-15

Sample Number	Au g/t	Chk	Daily Tray #15
189431	0.08		1
189432	0.04		2
189433	0.002		3
189434	0.002		4
189435	0.002		5
189436	0.04		6
189437	0.68		7
189438	0.002		8
189439	0.002		9
189441	0.002		10
189442	1.33		11
189443	0.56		12
189444	0.04		13
189445	0.002		14
189446	0.002		15
189447	0.88		16
189448	0.002		17
189449	0.04	0.04	18
189450	0.16		19
189451	0.52		20
189452	0.002		21
OxG104	1.00		
Blank	0.002		

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 10-Dec-15

Sample Number	Au g/t	Chk	Daily Tray #16
189453	0.12		1
189454	0.04		2
189455	0.002		3
189456	0.002		4
189457	0.002		5
189458	0.20		6
189459	0.002		7
189461	0.002		8
189462	1.33		9
189463	0.002		10
189464	0.002		11
189465	0.04		12
189466	0.12		13
189467	0.04		14
189468	0.002		15
189469	0.002		16
189470	0.002		17
189471	0.002	0.002	18
189472	0.12		19
189473	0.04		20
189474	0.08		21
OxG104	0.96		
Blank	0.002		

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 10-Dec-15

Sample Number	Au g/t	Chk	**Daily Tray #17**
189475	0.32		1
189476	0.12		2
189477	0.48		3
189478	0.28		4
189479	1.84		5
189481	0.002		6
189482	1.50		7
189483	0.002		8
189484	0.08		9
189485	0.04		10
189486	0.002		11
189487	0.002		12
189488	0.002		13
189489	1.52		14
189490	0.64		15
189491	0.20		16
189492	0.04		17
189493	0.002	0.002	18
189494	0.04		19
189495	0.24		20
189496	0.002		21
OxG104	1.04		
Blank	0.002		

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: James Pahpeguish

Date: 12-Dec-15

Sample Number	Au g/t	Chk	Daily Tray #3
189497	0.002		1
189498	0.002		2
189499	0.002		3
189501	0.002		4
189502	1.20		5
189503	0.002		6
OxG104	0.92		
Blank	0.002		

Verified by: James Pahpeguish

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: James Pahpeguish

Date: 13-Nov-15

Sample Number	Au g/t	Chk	Daily Tray #2
169900	0.002		1
169920	0.002		2
169940	0.002		3
169960	1.04		4
169980	0.002		5
170000	0.04		6
170020	0.002		7
172504	0.16		8
172505	0.002		9
172506	0.002		10
172507	0.002		11
172508	0.16		12
172509	0.002		13
172510	0.002		14
172511	0.002		15
172512	0.04		16
172513	0.002		17
172514	0.002	0.002	18
172515	0.002		19
172516	0.002		20
172517	0.002		21
OXG104	0.96		
Blank	0.002		

Verified by: James Pahpeguish

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: James Pahpeguish

Date: 13-Nov-15

Sample Number	Au g/t	Chk	Daily Tray #3
172518	0.002		1
172519	0.002		2
172521	0.002		3
172522	1.40		4
172523	0.002		5
172524	0.002		6
172525	0.002		7
172526	0.002		8
172527	0.002		9
172528	0.04		10
172529	0.002		11
172530	0.002		12
172531	0.002		13
172532	0.002		14
172533	0.002		15
172534	0.002		16
172535	0.002		17
172536	0.002	0.002	18
172537	0.24		19
172538	0.08		20
172539	0.04		21
OXG104	0.96		
Blank	0.002		

Verified by: James Pahpeguish

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 13-Nov-15

Sample Number	Au g/t	Chk	Daily Tray #10
168820	3.32		1
168840	0.36		2
168860	0.04		3
168880	0.002		4
168900	0.002		5
168920	0.002		6
168960	0.002	0.002	7
OXG104	1.08		
Blank	0.002		

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 13-Nov-15

Sample Number	Au g/t	Chk	**Daily Tray #14**
172541	0.002		1
172542	1.40		2
172543	0.002		3
172544	0.002		4
172545	0.002		5
172546	0.002		6
172547	0.002		7
172548	0.002		8
172549	0.002		9
172550	0.002		10
172551	0.20		11
172552	0.002		12
172553	0.04		13
172554	0.002		14
172555	0.002		15
172556	0.002		16
172557	0.04		17
172558	0.002	0.002	18
172559	0.12		19
172561	0.002		20
172562	1.83		21
OXG104	1.00		
Blank	0.002		

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 13-Nov-15

Sample Number	Au g/t	Chk	Daily Tray #15
172563	0.002		1
172564	0.002		2
172565	0.002		3
172566	0.002		4
172567	0.002		5
172568	0.002		6
172569	0.002		7
172570	0.002		8
172571	0.002		9
172572	0.002		10
172573	0.002		11
172574	0.002		12
172575	0.002		13
172576	0.002		14
172577	0.002		15
172578	0.002		16
172579	0.002		17
172581	0.002	0.002	18
172582	1.40		19
172583	0.002		20
172584	0.002		21
OXG104	0.92		
Blank	0.002		

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 13-Nov-15

Sample Number	Au g/t	Chk	Daily Tray #18
168980	0.002		1
169040	0.002		2
169060	0.002		3
169500	0.002		4
170040	0.002		5
170060	0.002		6
170080	0.002		7
170100	0.002		8
170120	0.40		9
170140	0.52		10
170160	0.002		11
170180	0.002		12
170200	0.002		13
170220	0.28		14
170240	0.44		15
170260	16.12	18.42	16
170280	0.24		17
172585	0.002		18
172586	0.04		19
172587	0.002		20
172588	0.002		21
OXG104	1.00		
Blank	0.002		

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: James Pahpeguish

Date: 14-Dec-15

Sample Number	Au g/t	Chk	Daily Tray #4
189343	0.08		1
189344	0.04		2
189345	0.04		3
189346	0.04		4
189347	0.002		5
189348	0.002		6
189349	0.002		7
189350	0.002		8
189351	0.002		9
189352	0.002		10
189353	0.002		11
189354	0.04		12
189355	0.002		13
189356	0.002		14
189357	0.002		15
189358	0.002		16
189359	0.002		17
189361	0.002	0.002	18
189362	1.80		19
189363	0.002		20
189364	0.002		21
OxG104	1.00		
Blank	0.002		

Verified by: James Pahpeguish

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 14-Dec-15

Sample Number	Au g/t	Chk	Daily Tray #15
189365	0.002		1
189366	0.002		2
189367	0.002		3
189368	0.002		4
189369	0.002		5
189370	0.002		6
189371	0.002		7
189372	0.16		8
189373	0.002		9
189374	0.002		10
189375	0.002		11
189376	0.002		12
189377	0.002		13
189378	0.002		14
189379	0.002		15
189381	0.002		16
189382	**Sample lost, None to reprocess.**		
189383	0.002	0.002	17
189384	0.002		18
189385	0.002		19
189386	0.002		20
OxG104	1.16		
Blank	0.002		

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 14-Dec-15

Sample Number	Au g/t	Chk	**Daily Tray #20**
189504	0.002		1
189505	0.002		2
189506	0.002		3
189507	0.04		4
189508	0.002		5
189509	0.002		6
189510	0.002		7
189511	0.002		8
189512	0.002		9
189513	0.002	0.002	10
189514	0.002		11
189515	0.002		12
189516	0.002		13
OxG104	0.92		
Blank	0.002		

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 14-Dec-15

Sample Number	Au g/t	Chk	Daily Tray #21
189387	0.04		1
189388	0.36		2
189389	0.04		3
189390	0.002		4
189391	0.002		5
189392	0.16		6
189393	0.002		7
189394	0.002		8
189395	0.002		9
189396	0.002		10
189397	0.32		11
189398	0.04		12
189399	0.04		13
189517	0.28		14
189518	0.28		15
189519	0.04		16
189521	**0.002**		17
189522	5.50	only 2 grams of sample in bag	18
189523	0.002		19
189524	0.002		20
189525	0.002		21
OxG104	1.12		
Blank	0.002		

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 14-Nov-15

Sample Number	Au g/t	Chk	**Daily Tray #11**	
172629	0.002			1
172630	0.002			2
172631	0.002			3
172632	0.002			4
172633	0.002			5
172634	0.64			6
172635	0.36			7
172636	0.04			8
172637	0.002			9
172638	0.002			10
172639	0.28			11
172641	0.002			12
172642	1.60			13
172643	0.04			14
172644	0.04			15
172645	0.002			16
172646	0.002			17
172647	0.002	0.002		18
172648	0.08			19
172649	0.08			20
172650	0.002			21
OXG104	0.96			
Blank	0.002			

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 14-Nov-15

Sample Number	Au g/t	Chk	**Daily Tray #12**
172709	0.72		1
172710	0.002	0.002	2
172711	0.002		3
172712	0.002		4
OXG104	1.04		
Blank	0.002		

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 14-Nov-15

Sample Number	Au g/t	Chk	**Daily Tray #13**
172611	0.002		1
172612	0.48		2
172613	0.002		3
172614	0.002		4
172615	0.002		5
172616	0.002		6
172617	0.002		7
172618	0.002		8
172619	0.002		9
172621	0.002		10
172622	1.40		11
172623	0.002		12
172624	0.002		13
172625	0.002		14
172626	0.002		15
172627	0.12		16
172628	0.002	0.002	17
OXG104	0.96		
Blank	0.002		

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: James Pahpeguish

Date: 14-Nov-15

Sample Number	Au g/t	Chk				**Daily Tray #14**
172589	0.16					1
172590	0.002					2
172591	0.002					3
172592	0.002					4
172593	0.002					5
172594	0.44					6
172595	0.24					7
172596	3.36					8
172597	1.34					9
172598	**8.00**	7.96	8.04			10
172599	1.04					11
172601	0.002					12
172602	2.20					13
172603	**6.30**	5.72	6.88	2.92	**from reject**	14
172604	0.60					15
172605	0.08					16
172606	0.002					17
172607	0.12	0.16				18
172608	0.16					19
172609	0.002					20
172610	0.002					21
OXG104	1.00					
Blank	0.002					

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: James Pahpeguish

Date: 15-Dec-15

Sample Number	Au g/t	Chk	Daily Tray #4
189401	0.002		1
189402	1.40		2
189403	0.002		3
189404	0.04		4
189405	0.002		5
189406	0.002		6
189407	0.002		7
189408	0.002		8
189409	0.002		9
189410	0.002		10
189411	0.002		11
189412	0.002		12
189413	0.002		13
189414	0.002		14
189415	0.002		15
189416	0.002		16
189417	0.002		17
189418	0.002	0.002	18
189419	0.002		19
189421	0.002		20
189422	1.75		21
OxG104	1.00		
Blank	0.002		

Verified by: James Pahpeguish

DAILY ASSAY REPORT
EAGLE MINE

Mishi

Sample Type: **Drill Core** Reported By: Yannick Casavant Date: 15-Dec-15

Sample Number	Au g/t	Chk	**Daily Tray #14**
189423	0.04		1
189424	0.002		2
189425	0.002		3
189426	0.002		4
189427	0.002		5
189428	0.002		6
189429	0.002		7
189430	0.002		8
189526	0.002		9
189527	0.002		10
189528	0.002		11
189529	0.002		12
189530	0.002		13
189531	0.002		14
189532	0.002		15
189533	0.20		16
189534	0.002		17
189535	0.002	0.002	18
189536	0.002		19
189537	0.002		20
189538	0.002		21
OxG104	1.04		
Blank	0.002		

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 15-Dec-15

Sample Number	Au g/t	Chk	**Daily Tray #16**	
189539	0.20			1
189541	0.04			2
189542	1.50			3
189543	0.24			4
189544	0.04			5
189545	0.12			6
189546	0.20			7
189547	0.80			8
189548	3.32			9
189549	0.36			10
189550	0.04			11
189551	0.04			12
189552	0.04			13
189553	0.002			14
189554	0.28			15
189555	0.04			16
189556	0.002			17
189557	0.002	0.002		18
189558	0.32			19
189559	0.04			20
189561	0.002			21
OxG104	1.00			
Blank	0.002			

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 15-Dec-15

Sample Number	Au g/t	Chk	**Daily Tray #17**
189562	1.60		1
189563	0.04		2
189564	0.002		3
189565	0.24		4
189566	0.04		5
189567	0.002		6
189568	0.44		7
189569	0.04		8
189570	0.16		9
189571	0.44		10
189572	0.40		11
189573	0.60		12
189574	0.08		13
189575	0.28		14
189576	0.32		15
189577	0.36		16
189578	0.28		17
189579	0.04	0.04	18
189581	0.002		19
189582	2.20		20
189583	0.36		21
OxG104	1.00		
Blank	0.002		

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 15-Dec-15

Sample Number	Au g/t	Chk	**Daily Tray #18**
189584	0.20		1
189585	0.08		2
189586	0.16		3
189587	0.16		4
189588	0.24		5
189589	0.12		6
189590	0.08		7
189591	0.44		8
189592	0.24		9
189593	0.52		10
189594	0.16		11
189595	0.48		12
189596	0.04		13
189597	0.002		14
189598	0.12		15
189599	0.002		16
189601	0.002		17
189602	2.33		18
189603	0.04	0.04	19
189604	0.002		20
189605	0.002		21
OxG104	1.00		
Blank	0.002		

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 15-Dec-15

Sample Number	Au g/t	Chk	**Daily Tray #19**
189606	0.002		1
189607	0.002		2
189608	0.04		3
189609	0.12		4
189610	0.002		5
189611	0.002		6
189612	0.04		7
189613	0.04		8
189614	0.08		9
189615	0.002		10
189616	0.002		11
189617	0.002		12
189618	0.002		13
189619	0.002		14
189621	0.002		15
189622	1.50		16
189625	0.16		17
189626	0.08	0.08	18
189627	0.04		19
189628	0.28		20
189629	0.002		21
OxG104	1.00		
Blank	0.002		

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 15-Dec-15

Sample Number	Au g/t	Chk	**Daily Tray #20**
189630	0.04		1
189631	0.002		2
189632	0.04		3
189633	0.002		4
189634	0.002		5
189635	0.002		6
189636	0.002		7
189637	0.04		8
189638	0.002		9
189639	0.002		10
189641	0.04		11
189642	2.75		12
189643	0.002		13
189644	0.002		14
189645	0.002		15
189646	0.002		16
189647	0.002		17
189648	0.002	0.002	18
189649	0.002		19
189650	0.002		20
189651	0.002		21
OxG104	0.92		
Blank	0.002		

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: James Pahpeguish

Date: 15-Dec-15

Sample Number	Au g/t	Chk	Daily Tray #21
189652	0.002		1
189653	0.002		2
189654	0.002		3
189655	0.002		4
189656	0.002		5
189657	0.002		6
189658	0.002		7
189659	0.002		8
189661	0.002		9
189662	1.60		10
189663	0.002		11
189664	0.002		12
189665	0.002		13
189666	0.002		14
189667	0.002		15
189668	0.002		16
189669	0.002		17
189670	0.002	0.002	18
189671	0.002		19
189672	0.002		20
189673	0.002		21
OxG104	0.80		
Blank	0.002		

Verified by: James Pahpeguish

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 15-Dec-15

Sample Number	Au g/t	Chk	Daily Tray #22
189674	0.002		1
189675	0.002		2
189676	0.002		3
189677	0.002		4
189678	0.002		5
189679	0.002		6
189681	0.04		7
189682	1.20		8
189683	0.002		9
189684	0.002		10
189685	0.002		11
OxG104	1.00		
Blank	0.002		

Verified by: James Pahpeguish

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 14-Nov-15

Sample Number	Au g/t	Chk	Daily Tray #3
172673	1.44		1
172674	0.72		2
172675	1.32		3
172676	0.88		4
172677	1.08		5
172678	0.002		6
172679	0.002		7
172681	0.002		8
172682	**not enough sample to process.**		
172683	0.12		9
172684	0.002		10
172685	0.04		11
172686	0.24		12
172687	0.39		13
172688	0.40		14
172689	0.60		15
172690	0.04	0.04	16
172691	0.04		17
OXG104	1.00		
Blank	0.002		

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 15-Nov-15

Sample Number	Au g/t	Chk	Daily Tray #12
172692	0.002		1
172693	0.36		2
172694	0.04		3
172695	0.28		4
172696	0.28		5
172697	0.002		6
172698	0.002		7
172699	0.002		8
172701	0.002		9
172702	1.20		10
172703	0.002		11
172704	0.04		12
172705	0.002		13
172706	1.44		14
172707	0.002		15
172708	0.002		16
172651	0.002	0.002	17
172652	0.002		18
172653	0.002		19
172654	0.002		20
OxG104	0.92		
Blank	0.002		

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 15-Nov-15

Sample Number	Au g/t	Chk	Daily Tray #13
172655	0.04		1
172656	0.002		2
172657	0.04		3
172658	0.04		4
172659	0.20		5
172661	0.002		6
172662	1.20		7
172663	0.12		8
172664	0.24		9
172665	0.20		10
172666	0.16		11
172667	2.00		12
172668	0.40		13
172669	0.60		14
172670	0.36		15
172671	0.56		16
172672	0.40	0.44	17
			18
OxG104	0.92		19
Blank	0.002		20

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: James Pahpeguish

Date: 15-Dec-15

Sample Number	Au g/t	Chk	Daily Tray #1
172759	0.002		1
172760	0.002		2
172761	0.002		3
172762	1.20		4
172763	0.002		5
172764	0.04		6
172765	0.002		7
172766	0.002		8
172767	0.002		9
172768	0.002		10
172769	0.002		11
172770	0.002		12
172771	0.002		13
172772	0.002		14
172773	0.002	0.002	15
172774	0.002		16
172775	0.002		17
172776	0.002		18
172777	0.002		19
172778	0.002		20
172779	0.002		21
172780	0.002		22
OxG104	1.00		
Blank	0.002		

Verified by: James Pahpeguish

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: James Pahpeguish

Date: 16-Dec-15

Sample Number	Au g/t	Chk		Daily Tray #2
172781	0.002			1
172782	1.40			2
172783	0.04			3
172784	0.002			4
172785	0.002			5
172786	0.002			6
172787	0.002			7
172788	0.04			8
172789	0.002			9
172790	0.002			10
172791	0.002			11
172792	0.002			12
172793	0.002			13
172794	1.72			14
172795	0.84			15
172796	5.76	5.20	6.32	16
172797	0.48			17
172798	0.04	0.04		18
172799	0.002			19
172800	0.002			20
172801	0.04			21
172802	Not enough sample to process			22
172803	0.08			23
172804	0.002			24
OxG104	1.00			
Blank	0.002			

Verified by: James Pahpeguish

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: James Pahpeguish

Date: 16-Dec-15

Sample Number	Au g/t	Chk	Daily Tray #3
172805	0.04		1
172806	0.002		2
172807	0.08		3
172808	0.04		4
172809	1.32		5
172810	0.44		6
172811	0.12		7
172812	0.12		8
172813	0.002		9
172814	0.12		10
172815	0.002		11
172816	0.08		12
172817	0.28		13
172818	0.16		14
172819	0.12		15
172820	0.002		16
172821	0.002		17
172822	1.60		18
172823	0.16	0.12	19
172824	0.16		20
OxG104	1.08		
Blank	0.002		

Verified by: James Pahpeguish

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 16-Dec-15

Sample Number	Au g/t	Chk		Daily Tray #6
171119	**4.46**	5.04	3.88	1
171120	0.04			2
171121	0.002			3
171122	1.38			4
171123	0.08			5
OxG104	1.00			
Blank	0.002			

Verified by: James Pahpeguish

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Dan White

Date: 16-Dec-15

Sample Number	Au g/t	Chk	**Daily Tray #7**
171124	0.002		1
171125	0.002		2
171126	0.002		3
171127	0.002		4
171128	0.08		5
171129	0.002		6
171130	0.16		7
171131	0.002		8
171132	0.32		9
172825	0.002		10
172826	0.002		11
172827	0.002		12
172828	0.002		13
172829	0.40		14
172830	0.40		15
172831	0.002		16
172832	0.002		17
172833	0.28	0.32	18
172834	0.002		19
172835	0.002		20
172836	0.002		21
OxG104	1.04		
Blank	0.002		

Verified by: Dan White

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Dan White

Date: 16-Dec-15

Sample Number	Au g/t	Chk	**Daily Tray #8**
172837	0.002		1
172838	0.002		2
172839	0.002		3
172840	0.002		4
172841	0.002		5
172842	1.38		6
172843	0.002		7
172844	0.002		8
172845	0.002		9
172846	2.16		10
172847	0.002		11
172848	0.002		12
172849	0.48		13
172850	1.44		14
172851	0.002		15
172852	0.16		16
172853	0.20		17
172854	0.40	0.40	18
172855	1.24		19
172856	0.48		20
172857	0.72		21
OxG104	1.00		
Blank	0.002		

Verified by: Dan White

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: J-F Bellerive

Date: 16-Dec-15

Sample Number	Au g/t	Chk	Daily Tray #9
172858	0.32		1
172859	0.28		2
172860	0.32		3
172861	0.002		4
172862	1.38		5
172863	0.24		6
172864	0.48		7
172865	0.36		8
172866	0.32		9
172867	0.002		10
172868	0.002		11
172869	0.002		12
172870	0.002		13
189686	0.12		14
189687	0.002		15
189688	0.16		16
189689	0.002		17
189690	0.002	0.002	18
189691	0.002		19
189692	0.002		20
189693	0.002		21
OxG104	1.12		
Blank	0.002		

Verified by: J-F Bellerive

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 16-Dec-15

Sample Number	Au g/t	Chk	**Daily Tray #14**
189694	0.002		1
189695	0.002		2
189696	0.002		3
189697	0.002		4

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 16-Nov-15

Sample Number	Au g/t	Chk	Daily Tray #18
172713	0.002		1
172714	0.16		2
172715	0.04		3
172716	0.002		4
172717	0.04		5
OxG104	0.96		
Blank	0.002		

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Rene Couvrette

Date: 17-Dec-15

Sample Number	Au g/t	Chk	**Daily Tray #5**
189698	0.04		1
189699	0.16		2
189700	0.04		3
189701	0.12		4
189702	1.37		5
189703	0.002	0.002	6
189704	0.002		7
189705	0.002		8
189706	0.002		9

Verified by: Rene Couvrette

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Rene Couvrette

Date: 17-Dec-15

Sample Number	Au g/t	Chk	**Daily Tray #6**
189707	0.002		1
189708	0.002		2
189709	0.002		3
189710	0.002		4
189711	0.002		5
189712	0.002		6
189713	0.002		7
189714	0.002		8
189715	0.002		9
189716	0.002		10
189717	0.002		11
189718	0.002		12
189719	0.002		13
189720	0.002		14
189721	0.002		15
189722	1.13		16
189723	0.002		17
189724	0.002	0.002	18
189725	0.002		19
189726	0.002		20
189727	0.002		21
OxG104	0.96		
Blank	0.002		

Verified by: Rene Couvrette

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Rene Couvrette

Date: 17-Dec-15

Sample Number	Au g/t	Chk	**Daily Tray #7**
189728	0.002		1
189729	0.04		2
189730	0.04		3
189731	0.002		4
189732	0.04		5
189733	0.002		6
189734	0.04		7
189735	0.04		8
189736	0.16		9
189737	0.20		10
189738	0.12		11
189739	0.08		12
189740	0.20		13
189741	0.16		14
189742	1.22		15
189743	0.08		16
189744	0.08		17
189745	0.002	0.002	18
189746	0.08		19
189747	0.04		20
189748	0.002		21
OxG104	1.00		
Blank	0.002		

Verified by: Rene Couvrette

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Derek Hardy

Date: 18-Dec-15

Sample Number	Au g/t	Chk	**Daily Tray #7**
189773	0.002		1
189774	0.08		2
189775	0.12		3
189776	0.08		4
189777	0.04		5
189778	0.04		6
189779	0.002		7
189780	0.12		8
189781	0.04		9
189782	1.20		10
189783	0.08		11
189784	0.002		12
189785	0.002		13
189786	0.002		14
189787	0.002		15
189788	0.002		16
189789	0.002		17
189790	0.002	0.002	18
189791	0.002		19
189792	0.002		20
189793	0.002		21
OxG104	0.96		
Blank	0.002		

Verified by: Derek Hardy

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Rene Couvrette

Date: 17-Dec-15

Sample Number	Au g/t	Chk	Daily Tray #8
189749	0.12		1
189750	0.16		2
189751	0.002		3
189752	0.08		4
189753	0.28		5
189754	0.002		6
189755	0.002		7
189756	0.60		8
189757	0.68		9
189758	0.002		10
189759	0.002		11
189760	0.08		12
189761	0.08		13
189762	1.29		14
189763	0.08		15
189764	0.08		16
189765	0.08		17
189766	0.04	0.04	18
189767	0.04		19
189768	0.08		20
189769	0.08		21
189770	0.002		22
189771	0.002		23
189772	0.002		24
OxG104	0.96		
Blank	0.002		

Verified by: Rene Couvrette

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: James Pahpeguish

Date: 17-Nov-15

Sample Number	Au g/t	Chk	Daily Tray #7
172718	0.002		1
172719	0.002		2
172720	0.002		3
172721	0.04		4
172722	1.36		5
172723	0.002		6
172724	0.04		7
OxG104	1.00		
Blank	0.002		

Verified by: James Pahpeguish

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 17-Nov-15

Sample Number	Au g/t	Chk	Daily Tray #10
172725	0.24		1
172726	0.04		2
172727	0.68		3
172728	0.002		4
172729	0.24		5
172730	0.56	0.52	6
OxG104	1.16		
Blank	0.002		

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Steve Jozin

Date: 18-Dec-15

Sample Number	Au g/t	Chk	**Daily Tray #9**
189815	0.002		1
189816	0.002		2
189817	0.12		3
189818	0.002		4
189819	0.002		5
189820	0.002		6
189821	0.002		7
189822	1.31		8
189823	0.002		9
189824	0.002		10
189825	0.002		11
189826	0.002		12
189827	0.002		13
189828	0.04		14
189829	0.04		15
189830	0.002		16
189831	0.002		17
189832	0.04	0.04	18
189833	0.002		19
189834	0.04		20
189835	0.002		21
OxG104	1.04		
Blank	0.002		

Verified by: Steve Jozin

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Steve Jozin

Date: 18-Dec-15

Sample Number	Au g/t	Chk	**Daily Tray #10**
189836	0.12		1
189837	0.68		2
189838	0.04		3
189839	0.002		4
189840	0.002		5
189841	0.002		6
189842	1.27		7
189843	0.002		8
189844	0.12		9
189845	0.002		10
189846	0.12		11
189847	0.12		12
189848	0.20		13
189849	0.88		14
189850	0.56		15
189851	0.24		16
189852	0.24		17
189853	0.12	0.08	18
189854	0.28		19
189855	0.32		20
189856	0.32		21
OxG104	0.96		
Blank	0.002		

Verified by: Steve Jozin

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Rene Couvrette

Date: 19-Dec-15

Sample Number	Au g/t	Chk	**Daily Tray #1**
189857	0.08		1
189858	0.88		2
189859	0.04		3
189860	0.08		4
189861	0.002		5
189862	1.31		6
189863	0.64		7
189864	1.32		8
189865	0.24		9
189866	0.002		10
189867	0.04		11
189868	0.002		12
189869	0.002		13
189870	0.002		14
189871	0.002		15
189872	0.16		16
189873	0.08		17
189874	0.002		18
189875	0.08	0.08	19
189876	0.002		20
189877	0.002		21
OxG104	1.00		
Blank	0.002		

Verified by: Rene Couvrette

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Rene Couvrette

Date: 19-Dec-15

Sample Number	Au g/t	Chk		Daily Tray #9-10
171133	0.12			1
171134	0.84			2
171135	1.20			3
171136	14.52	12.92	11.76	4
171137	9.12	6.48	5.68	5
171138	3.72			6
171139	2.72			7
171140	0.64			8
171141	0.08			9
171142	1.33			10
171143	0.002			11
171144	0.002			12
171145	0.002			13
171146	2.28			14
171147	0.002			15
171148	0.04			16
171149	0.16			17
171150	0.002			18
171151	0.002			19
171152	0.002			20
189878	0.76			21
189879	0.20	0.24		22
189880	0.002			23
189881	0.002			24
189882	1.35			25
OxG104	1.00			
Blank	0.002			

Verified by: Rene Couvrette

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Rene Couvrette

Date: 20-Nov-15

Sample Number	Au g/t	Chk	Daily Tray #12
172871	0.08		1
172872	0.002		2
172873	0.002		3
172874	0.002		4
172875	0.002		5
172876	0.002		6
172877	0.002		7
172878	0.002		8
172879	0.002		9
172881	0.002		10
172882	1.40		11
172883	0.08		12
172884	0.002		13
172885	0.002		14
172886	0.002		15
172887	0.002		16
172888	0.002		17
172889	0.002	0.002	18
172890	0.08		19
172891	0.04		20
172892	0.04		21
OxG104	0.96		
Blank	0.002		

Verified by: Rene Couvrette

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Rene Couvrette

Date: 20-Nov-15

Sample Number	Au g/t	Chk	Daily Tray #13
172893	0.04		1
172894	0.04		2
172895	0.002		3
172896	0.002		4
172897	0.04		5
172898	0.20		6
172899	0.04		7
172901	0.002		8
172902	No Sample		9
172903	0.002		10
172904	0.002		11
172905	0.04		12
172906	0.36		13
172907	0.002		14
172908	0.002		15
172909	0.002		16
172910	0.002		17
172911	0.04	0.04	18
172912	0.002		19
172913	0.002		20
172914	0.08		21
OxG104	0.96		
Blank	0.002		

Verified by: Rene Couvrette

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Rene Couvrette

Date: 20-Nov-15

Sample Number	Au g/t	Chk	Daily Tray #14
172915	0.04		1
172916	0.04		2
172917	0.002		3
172918	0.002		4
172919	0.002		5
172921	0.12		6
172922	1.50		7
172923	0.16		8
172924	0.002		9
172925	0.002		10
172926	0.002		11
172927	0.08		12
172928	0.002		13
172929	0.002		14
172930	0.002		15
172931	0.002		16
172932	0.002		17
172933	0.002	0.002	18
172934	0.002		19
172935	0.36		20
172936	0.002		21
OxG104	0.96		
Blank	0.002		

Verified by: Rene Couvrette

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Rene Couvrette

Date: 20-Nov-15

Sample Number	Au g/t	Chk	**Daily Tray #15**
172937	0.08		1
172938	0.002		2
172939	0.002		3
172941	0.002		4
172942	1.50		5
172943	0.002		6
172944	0.002		7
172945	0.002		8
172946	0.002		9
172947	0.002		10
172948	0.002		11
172949	0.002		12
172950	0.002		13
172951	0.002		14
172952	0.002		15
172953	0.002		16
172954	0.002		17
172955	0.002	0.002	18
OxG104	1.00		
Blank	0.002		

Verified by: Rene Couvrette

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Steve Jozin

Date: 21-Dec-15

Sample Number	Au g/t	Chk	Daily Tray #10
190283	0.002		1
190284	0.002		2
190285	0.002		3
190286	0.002		4
190287	0.002		5
190288	0.002		6
190289	0.12		7
190290	0.002		8
190291	0.002		9
190292	0.16		10
190293	0.04		11
190294	0.04		12
190295	0.12	0.20	13
190296	0.32		14
190297	0.04		15
190298	0.002		16
OxG104	1.04		
Blank	0.002		

Verified by: Steve Jozin

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Steve Jozin

Date: 21-Dec-15

Sample Number	Au g/t	Chk	**Daily Tray #11**
190299	0.08		1
190301	0.32		2
190302	1.50		3
190303	0.002		4
190304	0.002		5
190305	0.002		6
190306	0.002		7
190307	0.002		8
190308	0.002		9
190309	0.002		10
190310	0.04		11
190311	0.002		12
190312	0.002		13
190313	0.002		14
190314	0.002		15
190315	0.002		16
190316	0.002		17
190317	0.002	0.002	18
190318	0.002		19
190319	0.002		20
190321	0.002		21
OxG104	1.04		
Blank	0.002		

Verified by: Steve Jozin

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Dan White

Date: 21-Nov-15

Sample Number	Au g/t	Chk	**Daily Tray #18**
172956	0.12		1
172957	0.002		2
172958	0.002		3
172959	0.002		4
172961	0.002		5
172962	2.67		6
172963	0.002		7
172964	0.002		8
172965	0.002	0.002	9
172966	0.002		10
172967	0.002		11
172968	0.002		12
OxG104	0.84		
Blank	0.002		

Verified by: Dan White

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Dan White

Date: 21-Nov-15

Sample Number	Au g/t	Chk	**Daily Tray #19**
172969	0.002		1
172970	0.002		2
172971	0.002		3
172972	0.002		4
172973	0.002		5
172974	0.002		6
172975	0.002		7
172976	0.002		8
172977	0.002	0.002	9
172978	0.002		10
172979	0.002		11
172981	0.002		12
172982	1.17		13
172983	0.002		14
172984	0.002		15
172985	0.002		16
172986	0.002		17
172987	0.002	0.002	18
172988	0.002		19
172989	0.002		20
172990	0.002		21
OxG104	1.00		
Blank	0.002		

Verified by: Dan White

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Dan White

Date: 21-Nov-15

Sample Number	Au g/t	Chk	**Daily Tray #19**
172969	0.002		1
172970	0.002		2
172971	0.002		3
172972	0.002		4
172973	0.002		5
172974	0.002		6
172975	0.002		7
172976	0.002		8
172977	0.002	0.002	9
172978	0.002		10
172979	0.002		11
172981	0.002		12
172982	1.17		13
172983	0.002		14
172984	0.002		15
172985	0.002		16
172986	0.002		17
172987	0.002	0.002	18
172988	0.002		19
172989	0.002		20
172990	0.002		21
OxG104	1.00		
Blank	0.002		

Verified by: Dan White

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Dan White

Date: 21-Nov-15

Sample Number	Au g/t	Chk	**Daily Tray #18**
172956	0.12		1
172957	0.002		2
172958	0.002		3
172959	0.002		4
172961	0.002		5
172962	2.67		6
172963	0.002		7
172964	0.002		8
172965	0.002	0.002	9
172966	0.002		10
172967	0.002		11
172968	0.002		12
OxG104	0.84		
Blank	0.002		

Verified by: Dan White

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Dan White

Date: 21-Nov-15

Sample Number	Au g/t	Chk	**Daily Tray #19**
172969	0.002		1
172970	0.002		2
172971	0.002		3
172972	0.002		4
172973	0.002		5
172974	0.002		6
172975	0.002		7
172976	0.002		8
172977	0.002	0.002	9
172978	0.002		10
172979	0.002		11
172981	0.002		12
172982	1.17		13
172983	0.002		14
172984	0.002		15
172985	0.002		16
172986	0.002		17
172987	0.002	0.002	18
172988	0.002		19
172989	0.002		20
172990	0.002		21
OxG104	1.00		
Blank	0.002		

Verified by: Dan White

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Rene Couvrette

Date: 22-Dec-15

Sample Number	Au g/t	Chk	**Daily Tray #7**
171153	0.002		1
171154	0.24		2
171155	0.08		3
171156	0.002	0.002	4
171157	0.002		5
171158	0.002		6
171159	0.002		7
OxG104	0.96		
Blank	0.002		

Verified by: Rene Couvrette

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Rene Couvrette

Date: 22-Dec-15

Sample Number	Au g/t	Chk	Daily Tray #8
171160	0.12		1
171161	0.12		2
171162	1.21		3
171163	0.002		4
171164	0.002		5
171165	0.002		6
171166	0.002		7
171167	0.002		8
171168	0.04		9
171169	0.002		10
171170	0.002		11
171171	0.002		12
171172	0.002		13
171173	0.002		14
171174	0.002		15
171175	0.002		16
171176	0.20		17
171177	0.12	0.12	18
171178	0.04		19
171179	0.12		20
171180	0.20		21
OxG104	1.00		
Blank	0.002		

Verified by: Rene Couvrette

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Rene Couvrette

Date: 22-Dec-15

Sample Number	Au g/t	Chk	Daily Tray #9
171181	0.002		1
171182	1.13		2
171183	0.08		3
171184	0.002		4
171185	0.002		5
171186	0.002		6
171187	0.002		7
171188	0.12		8
171189	0.20		9
171190	0.28		10
171191	0.20		11
171192	0.04		12
171193	0.002		13
171194	0.002		14
171195	0.08		15
171196	2.20		16
171197	0.08		17
171198	0.04	0.04	18
190333	0.20		19
190334	0.20		20
190335	0.04		21
OxG104	0.92		
Blank	0.002		

Verified by: Rene Couvrette

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Rene Couvrette

Date: 22-Dec-15

Sample Number	Au g/t	Chk	Daily Tray #10
190336	0.08		1
190337	0.08		2
190338	0.04		3
190339	0.04		4
190341	0.002		5
190342	1.20		6
190343	0.002		7
190344	0.04		8
190345	0.08		9
190346	0.12		10
190347	0.24		11
190348	0.20		12
190349	0.08	0.04	13
190350	0.04		14
OxG104	0.96		
Blank	0.002		

Verified by: Rene Couvrette

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Dan White

Date: 22-Nov-15

Sample Number	Au g/t	Chk	Daily Tray #1
172991	0.002		1
172992	0.28		2
172993	0.04		3
172994	0.002		4
172995	0.002		5
172996	0.002		6
172997	0.002		7
172998	0.002		8
172999	0.002		9
189001	0.002		10
189002	1.67		11
189003	0.002		12
189004	0.002		13
189005	0.80		14
189006	0.08		15
189007	0.002		16
189008	0.002		17
189009	0.002	0.002	18
OxG104	1.04		
Blank	0.002		

Verified by: Dan White

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Dan White

Date: 22-Nov-15

Sample Number	Au g/t	Chk	Daily Tray #1
172991	0.002		1
172992	0.28		2
172993	0.04		3
172994	0.002		4
172995	0.002		5
172996	0.002		6
172997	0.002		7
172998	0.002		8
172999	0.002		9
189001	0.002		10
189002	1.67		11
189003	0.002		12
189004	0.002		13
189005	0.80		14
189006	0.08		15
189007	0.002		16
189008	0.002		17
189009	0.002	0.002	18
OxG104	1.04		
Blank	0.002		

Verified by: Dan White

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Dan White

Date: 23-Nov-15

Sample Number	Au g/t	Chk	**Daily Tray #1**
189010	0.002		1
189011	0.002		2
189012	0.002		3
189013	0.002		4

Verified by: Dan White

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Dan White

Date: 23-Nov-15

Sample Number	Au g/t	Chk	**Daily Tray #2**
189014	0.002		1
189015	0.002		2
189016	0.32	0.40	3
189017	0.002		4
189018	0.002		5
OxG104	1.00		
Blank	0.002		

Verified by: Dan White

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Rene Couvrette

Date: 23-Nov-15

Sample Number	Au g/t	Chk	Daily Tray #19
189019	0.002		1
189021	0.002		2
189022	1.14		3
189023	0.002		4
189024	0.002		5
189025	0.002		6
189026	0.002		7
189027	0.002		8
189028	0.002		9
189029	0.002		10
189030	0.002		11
189031	0.002		12
189032	0.04		13
189033	0.04		14
189034	0.04		15
189035	0.04		16
189036	0.04		17
189037	0.002	0.002	18
189038	0.002		19
189039	0.002		20
189041	0.002		21
OxG104	0.96		
Blank	0.002		

Verified by: Rene Couvrette

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Dan White

Date: 23-Nov-15

Sample Number	Au g/t	Chk	**Daily Tray #1**
189010	0.002		1
189011	0.002		2
189012	0.002		3
189013	0.002		4

Verified by: Dan White

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Dan White

Date: 23-Nov-15

Sample Number	Au g/t	Chk	**Daily Tray #2**
189014	0.002		1
189015	0.002		2
189016	0.32	0.40	3
189017	0.002		4
189018	0.002		5
OxG104	1.00		
Blank	0.002		

Verified by: Dan White

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Rene Couvrette

Date: 23-Nov-15

Sample Number	Au g/t	Chk	Daily Tray #19
189019	0.002		1
189021	0.002		2
189022	1.14		3
189023	0.002		4
189024	0.002		5
189025	0.002		6
189026	0.002		7
189027	0.002		8
189028	0.002		9
189029	0.002		10
189030	0.002		11
189031	0.002		12
189032	0.04		13
189033	0.04		14
189034	0.04		15
189035	0.04		16
189036	0.04		17
189037	0.002	0.002	18
189038	0.002		19
189039	0.002		20
189041	0.002		21
OxG104	0.96		
Blank	0.002		

Verified by: Rene Couvrette

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Rene Couvrette

Date: 23-Nov-15

Sample Number	Au g/t	Chk	Daily Tray #20
189042	1.80		1
189043	0.002		2
189044	0.002		3
189045	0.002		4
189046	0.002		5
189047	0.002		6
189048	0.002		7
189049	0.002		8
189050	0.002		9
189051	0.002		10
189052	0.002		11
189053	0.002		12
189054	0.002		13
189055	0.08		14
189056	0.002		15
189057	0.002		16
189058	0.08		17
189059	0.002		18
189061	0.002	0.002	19
189062	1.71		20
189063	0.002		21
OxG104	1.04		
Blank	0.002		

Verified by: Rene Couvrette

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Dan White

Date: 23-Nov-15

Sample Number	Au g/t	Chk	Daily Tray #21
189064	0.002		1
189065	0.002		2
189066	0.002		3
189067	0.002		4
189068	0.002		5
189069	0.002		6
189070	0.002		7
189071	0.002		8
189072	0.002		9
189073	0.002		10
189074	0.002		11
189075	0.002		12
189076	0.002		13
189077	0.002		14
189078	0.002		15
189079	0.002		16
189081	0.002		17
189082	1.57		18
189083	0.002	0.002	19
189084	0.002		20
189085	0.002		21
OxG104	1.00		
Blank	0.002		

Verified by: Dan White

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Dan White

Date: 24-Nov-15

Sample Number	Au g/t	Chk	Daily Tray #16
169080	5.48		1
169100	2.36		2
169120	0.002		3
169140	0.002		4
169160	0.28		5
169180	0.002		6
169200	0.002		7
169220	0.002		8
169240	0.002		9
169640	0.002	0.002	10
169660	0.002		11
169680	0.002		12
OxG104	0.96		
Blank	0.002		

Verified by: Dan White

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Dan White

Date: 24-Nov-15

Sample Number	Au g/t	Chk	**Daily Tray #17**
169700	0.002		1
169720	0.04		2
169740	0.002		3
169760	0.002		4
170300	0.002		5
170320	0.12		6
170340	0.002		7
170360	0.002		8
170380	0.002		9
170600	0.002		10
170620	0.36		11
170640	0.002		12
170660	0.12		13
172731	0.002		14
172732	0.002		15
172733	0.002		16
172734	0.002		17
172735	0.002	0.002	18
172736	0.002		19
172737	0.002		20
172738	0.002		21
OxG104	1.04		
Blank	0.002		

Verified by: Dan White

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Dan White

Date: 25-Nov-15

Sample Number	Au g/t	Chk	**Daily Tray #1**
172739	0.12		1
172740	0.002		2
172741	0.002		3
172742	1.36		4
172743	0.002		5
172744	0.002		6
172745	0.002		7
172746	0.002		8
172747	0.002		9
172748	0.002		10
172749	0.002		11
172750	0.002		12
172751	0.002		13
172752	0.002		14
172753	0.44		15
172754	0.002		16
172755	0.002		17
172756	0.002	0.002	18
172757	0.002		19
172758	0.002		20
189087	0.002		21
OxG104	1.04		
Blank	0.002		

Verified by: Dan White

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Dan White

Date: 25-Nov-15

Sample Number	Au g/t	Chk	Daily Tray #2
189088	0.002		1
189089	0.002		2
189090	0.002		3
189091	0.002		4
189092	0.12		5
189093	0.12		6
189094	0.002		7
189095	0.002		8
189096	0.002		9
189097	0.002		10
189098	0.002		11
189099	0.002		12
189101	0.002		13
189102	1.50		14
189103	0.002		15
189104	0.002		16
189105	0.002		17
189106	0.002	0.002	18
189107	0.002		19
189108	0.002		20
189109	0.002		21
OxG104	0.92		
Blank	0.002		

Verified by: Dan White

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Dan White

Date: 25-Nov-15

Sample Number	Au g/t	Chk	**Daily Tray #3**
189110	0.002		1
189111	0.002		2
189112	0.002		3
189113	0.002		4
189114	0.002		5
189115	0.002		6
189116	0.002		7
189117	0.002		8
189118	0.002		9
189119	0.002		10
189121	0.002		11
189122	1.43		12
189123	0.002		13
189124	0.002		14
189125	0.002		15
189126	0.002		16
189127	0.002		17
189128	0.002	0.002	18
189129	0.002		19
189130	0.002		20
189131	0.002		21
OxG104	1.00		
Blank	0.002		

Verified by: Dan White

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Dan White

Date: 25-Nov-15

Sample Number	Au g/t	Chk	Daily Tray #4
189132	0.002		1
189133	0.002		2
189134	0.002		3
189135	0.002		4
189136	0.20		5
189137	0.002		6
189138	0.002		7
189139	0.56		8
189141	0.08		9
189142	1.57		10
189143	1.04		11
189144	0.002		12
189145	0.002		13
189146	0.002		14
189147	0.002		15
189148	0.88		16
189149	0.002		17
189150	0.002	0.002	18
189151	0.002		19
189152	0.002		20
189153	0.002		21
OxG104	1.04		
Blank	0.002		

Verified by: Dan White

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 26-Nov-15

Sample Number	Au g/t	Chk	**Daily Tray #1**
189154	0.002		1
189155	0.002		2
189156	0.04		3

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 26-Nov-15

Sample Number	Au g/t	Chk	Daily Tray #2
189157	0.002		1
189158	0.002		2
189159	0.002		3
189161	0.002		4
189162	1.83		5
189163	0.002		6
189164	0.24		7
189165	0.002		8
189166	0.04		9
189167	0.002		10
189168	0.002		11
189169	0.002		12
189170	0.002		13
189171	0.002		14
189172	0.002		15
189173	0.002		16
189174	0.56		17
189175	0.002	0.002	18
189176	0.002		19
189177	0.002		20
189178	0.002		21
OxG104	1.28		
Blank	0.002		

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 26-Nov-15

Sample Number	Au g/t	Chk	Daily Tray #3
189179	0.002		1
189181	0.002		2
189182	1.40		3
189183	0.002		4
189184	0.002		5
189185	0.08		6
189186	1.64		7
189187	0.28		8
189188	0.04		9
189189	0.002		10
189190	0.002		11
189191	0.04		12
189192	0.002		13
189193	0.002		14
189194	0.002		15
189195	0.002		16
189196	0.002		17
189197	0.002	0.002	18
189198	0.002		19
189199	0.002		20
189201	0.002		21
OxG104	0.96		
Blank	0.002		

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: James Pahpeguish

Date: 26-Nov-15

Sample Number	Au g/t	Chk	Daily Tray #18
189202	1.60		1
189203	0.002		2
189204	0.002		3
189205	0.002		4
189206	0.04		5
189207	0.002		6
189208	0.002		7
189209	0.002		8
189210	0.002		9
189211	0.002		10
189212	0.002		11
189213	0.002		12
189214	0.002		13
189215	0.002		14
189216	0.002		15
189217	0.002		16
189218	0.002		17
189219	0.002		18
189221	0.002		19
189222	1.40		20
189223	0.002		21
OxG104	0.92		
Blank	0.002		

Verified by: James Pahpeguish

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: James Pahpeguish

Date: 26-Nov-15

Sample Number	Au g/t	Chk	**Daily Tray #19**
189224	0.002		1
189225	0.002		2
189226	0.002		3
189227	0.002		4
189228	0.002		5
189229	0.002		6
189230	0.002		7
189231	0.12		8
189232	0.08		9
189233	0.002		10
189234	0.002		11
189235	0.04		12
189236	0.002		13
189237	0.002		14
189238	0.002		15
189239	0.002		16
189241	0.08		17
189242	1.40		18
189243	0.002	0.002	19
189244	0.002		20
189245	0.002		21
OxG104	0.96		
Blank	0.002		

Verified by: James Pahpeguish

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Yannick Casavant

Date: 26-Nov-15

Sample Number	Au g/t	Chk	Daily Tray #20
189246	0.002		1
189247	0.20		2
189248	0.16		3
189249	0.002		4
189250	0.12		5
189251	0.20		6
189252	0.24		7
189253	0.32		8
189254	0.08		9
189255	0.002		10
189256	0.24		11
189257	0.20		12
189258	0.04		13
189259	0.56		14
189261	0.002		15
189262	1.60		16
189263	0.20		17
189264	0.002	0.002	18
189265	0.002		19
189266	0.002		20
189267	0.24		21
OxG104	1.00		
Blank	0.002		

Verified by: Yannick Casavant

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: James Pahpeguish

Date: 27-Nov-15

Sample Number	Au g/t	Chk	Daily Tray #10
189268	0.002		1
189269	0.002		2
189270	0.002		3
189271	0.002		4
189272	0.002		5
189273	0.002		6
189274	0.28		7
189275	0.002	0.002	8
OxG104	0.96		
Blank	0.002		

Verified by: James Pahpeguish

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: James Pahpeguish

Date: 04-Jan-16

Sample Number	Au g/t	Chk	**Daily Tray #12**
169260	0.002		1
169280	0.20		2
169300	0.002		3
169320	0.08		4
169340	0.002		5
169360	0.002		6
169380	0.002		7
170400	0.08		8
170420	0.52		9
170440	0.08		10
170460	0.68	0.60	11
170480	1.44		12
170740	0.002		13
170760	0.20		14

Verified by: James Pahpeguish

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Rene Couvrette

Date: 04-Dec-16

Sample Number	Au g/t	Chk	**Daily Tray #13**
169780	0.002		1
169800	0.002		2
169820	0.002		3
169840	0.002		4
169860	0.12		5
169880	0.04		6
170500	1.04		7
170520	0.04		8
170540	0.002		9
170560	0.08		10
170580	0.24		11
170680	0.16		12
170700	0.002		13
170720	0.08		14
170820	0.002		15
170840	1.00		16
170860	1.12		17
170880	0.04	0.08	18
170900	0.002		19
170920	1.76		20
170940	0.04		21
OxG104	1.04		
Blank	0.002		

Verified by: Rene Couvrette

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: James Pahpeguish

Date: 05-Jan-16

Sample Number	Au g/t	Chk	Daily Tray #1
170960	0.002		1
170980	0.002		2
171000	0.002		3
171020	0.002		4
171040	0.04		5
171100	0.002		6
171199	0.08		7
171200	0.12		8
171201	0.04		9
171202	1.50		10
171203	0.08		11
171204	0.002		12
171205	0.04		13
171420	0.002		14
171440	0.12		15
171460	0.32		16
171480	1.16		17
171500	0.002	0.002	18
171520	0.002		19
171540	0.002		20
171560	0.002		21
OxG104	1.04		
Blank	0.002		

Verified by: James Pahpeguish

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: James Pahpeguish

Date: 05-Jan-16

Sample Number	Au g/t	Chk	Daily Tray #3
172000	0.002		1
172020	0.04		2
172040	0.20		3
172060	0.12		4
172080	0.28		5
172100	0.002		6
172120	0.002		7
172140	0.04		8
172160	0.12		9
172180	0.12		10
172200	0.002		11
172220	0.002		12
172240	0.002		13
172260	0.04		14
172280	0.08		15
172300	0.002		16
172520	0.24		17
172540	0.002	0.002	18
172560	0.002		19
172580	0.04		20
189380	0.002		21
OxG104	1.04		
Blank	0.002		

Verified by: James Pahpeguish

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: James Pahpeguish

Date: 05-Jan-16

Sample Number	Au g/t	Chk	Daily Tray #10
172640	0.002		1
172660	0.002		2
172680	1.60		3
172700	0.002		4
172880	0.002		5
172900	0.04		6
172920	0.002		7
172940	0.002		8
172960	0.002		9
172980	0.002		10
173000	0.08		11
189020	0.002		12
189040	0.002		13
189060	0.002		14
189080	0.04		15
189100	0.002		16
189120	0.04		17
189140	0.04	0.04	18
189160	0.002		19
189180	0.002		20
189200	0.002		21
189220	0.08		22
189240	0.04		23
OxG104	1.08		
Blank	0.002		

Verified by: James Pahpeguish

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Rene Couvrette

Date: 07-Dec-15

Sample Number	Au g/t	Chk	Daily Tray #13
189276	0.002		1
189277	0.002		2
189278	0.002		3
189279	0.002		4
189281	0.002		5
189282	1.38		6
189283	0.002		7
189284	0.002		8
189285	0.002		9
189286	0.002		10
189287	0.002		11
189288	0.002		12
189289	0.002		13
189290	0.002		14
189291	0.002		15
189292	0.002		16
189293	0.002		17
189294	0.002	0.002	18
189295	0.002		19
189296	0.002		20
189297	0.002		21
OxG104	0.96		
Blank	0.002		

Verified by: Rene Couvrette

DAILY ASSAY REPORT
EAGLE MINE

Sample Type: **Mishi Drill Core**

Reported By: Steve Jozin

Date: 08-Dec-15

Sample Number	Au g/t	Chk	**Daily Tray #8**
189298	0.002		1
189299	0.24		2
189301	0.08		3
189302	1.33		4
189303	0.002		5
189304	0.04		6
189305	0.002		7
189306	0.002		8
189307	0.04		9
189308	0.002		10
189309	0.002		11
189310	0.002		12
189311	0.002		13
189312	0.002		14
189313	0.002		15
189314	0.002		16
189315	0.002		17
189316	0.002		18
189317	0.002		19
189318	0.002	0.002	20
189319	0.08		21
OxG104	0.96		
Blank	0.002		

Verified by: Steve Jozin

ACTLAB’S TECHNILAB

CERTIFICATES

TECHNI-LAB
pyroanalyse
géochimie
environnement

Client :
Monsieur Daniel Lapointe

Wesdome - Eagle River Mine
93 Mission Road, P.O.Box 1520
Wawa (Ontario)
P0S 1K0

Date d'émission: 24 novembre 2015
Date de réception: 4 novembre 2015
Date d'analyses: 20 novembre 2015
Projet: Mishi
Certificat: 35919-3759V

CERTIFICAT D'ANALYSE

35 échantillons ont été reçus pour analyses.

Notes :

Ce certificat remplace et annule tous certificats antérieurs, le cas échéant.

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® Les résultats d'essai ne se rapportent qu'aux objets soumis à l'essai tels qu'ils ont été reçus par le laboratoire.

SCC Accredited LAB
LAB Accrédité CCN
LAB 707

Les résultats des échantillons sont vérifiés et approuvés par :

Vanessa Perreault
Vanessa PERREAULT, chimiste 2015-121

CHIMISTE
Vanessa Perreault
2015-121
QUÉBEC

184, Principale - C.P. 208, Ste-Germaine-Boulé (Québec) J0Z 1M0 **Téléphone : 819 787-6116 • Télécopieur : 819 787-6527** courriel : infoquebec@actlabs.com

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CERTIFICAT D'ANALYSE

À l'attention de Monsieur Daniel Lapointe

Client Wesdome - Eagle River Mine
93 Mission Road, P.O.Box 1520
Wawa (Ontario)
P0S 1K0

Date d'émission: 24 nov. 2015
Date de réception: 4 nov. 2015
Date d'analyses: 20 nov. 2015
Projet: Mishi
Certificat: 35919-3759V

Échantillon #	Au ppb	Au g/t >4.0 g/t Gravimétrie
Méthode utilisé:	*TMT-G5B*	*TMT-G5C*
146363	<8	
146364	<8	
146365	117	
146366	<8	
146367	125	
146375	<8	
146376	<8	
146377	<8	
146378	<8	
146379	183	
146380	110	
146381	<8	
146653	<8	
146654	<8	
146655	<8	
146656	<8	
146657	<8	
146664	<8	
146667	436	
146668	284	
146687	<8	
146688	840	
146689	970	
146690	47	
146691	<8	
146693	<8	
146694	<8	
146695	209	
146696	291	
146697	59	
146698	28	
146787	19	
146788	2124	
170780	5554	4.86
170800	10	

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CERTIFICAT D'ANALYSE

À l'attention de Monsieur Daniel Lapointe

Client Wesdome - Eagle River Mine
93 Mission Road, P.O.Box 1520
Wawa (Ontario)
P0S 1K0

Date d'émission: 24 nov. 2015
Date de réception: 4 nov. 2015
Date d'analyses: 20 nov. 2015
Projet: Mishi
Certificat: 35919-3759V

Échantillon #	Au ppb	Au g/t >4.0 g/t Gravimétrie
Méthode utilisé:	*TMT-G5B*	*TMT-G5C*
146379-Dup	192	
146698-Dup	15	
OXD 108	435	
OXD 108	422	
OXJ 120	2422	
OXJ 120	2441	
OXJ 120		2.41
OXN 117	7959	
OXP 91		14.60
OXQ 90		24.96
SE 68	599	

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CERTIFICAT D'ANALYSE - ANNEXE 1

À l'attention de Monsieur Daniel Lapointe

Client: Wesdome - Eagle River Mine
93 Mission Road, P.O.Box 1520
Wawa (Ontario)
P0S 1K0

Date d'émission: 24 nov. 2015
Date de réception: 4 nov. 2015
Date d'analyse: 20 nov. 2015
Projet: Mishi
Certificat: 35919-3759V

MÉTHODE ACCRÉDITÉE

TMT-G5B	Or par SAA avec digestion d'Aqua Regia par micro-ondes
TMT-G5C	Or finition par gravimétrie
TMT-G5E	Palladium et Platine par absorption atomique électrothermique (Four au Graphite)
TMT-G5F	Ag, Cu, Pb, Zn, Ni et Co par ICP avec digestion d'Aqua Regia

MÉTHODE NON ACCRÉDITÉE

TMT-G5G	Argent par Gravimétrie
TMT-G2	Densité
TMT-G5Z	Titration du Zinc

MÉTHODE ACCRÉDITÉE PAR LE CCN

Méthode	*Paramètre*	*Limite de détection*	*Méthode*	*Paramètre*	*Limite de détection*
TMT-G5B	Au ppb (5 ml)	8	TMT-G5F	Ag ppm	0.3
TMT-G5B	Au g/t (10 ml)	0.01	TMT-G5F	Co ppm	2
TMT-G5C	Au gravimétrie g/t	0.08	TMT-G5F	Cu ppm	1
TMT-G5E	Pd ppb	2	TMT-G5F	Ni ppm	2
TMT-G5E	Pt ppb	3	TMT-G5F	Pb ppm	3
			TMT-G5F	Zn ppm	1

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TECHNI-LAB
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Client :
Monsieur Daniel Lapointe

Wesdome - Eagle River Mine
93 Mission Road, P.O.Box 1520
Wawa (Ontario)
P0S 1K0

Date d'émission: 21 janvier 2016
Date de réception: 6 janvier 2016
Date d'analyses: 20 janvier 2016
Projet: Mishi
Certificat: 36084-3864V

CERTIFICAT D'ANALYSE

79 échantillons ont été reçus pour analyses.

Notes :

Ce certificat remplace et annule tous certificats antérieurs, le cas échéant.

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LAB 707

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Vanessa Perreault
Vanessa PERREAULT, chimiste 2015-121

CHIMISTE
Vanessa Perreault
2015-121
QUÉBEC

184, Principale - C.P. 208, Ste-Germaine-Boulé (Québec) J0Z 1M0 **Téléphone : 819 787-6116 • Télécopieur : 819 787-6527** courriel : infoquebec@actlabs.com

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CERTIFICAT D'ANALYSE

À l'attention de Monsieur Daniel Lapointe

Client Wesdome - Eagle River Mine
93 Mission Road, P.O.Box 1520
Wawa (Ontario)
P0S 1K0

Date d'émission: 21 janv. 2016
Date de réception: 6 janv. 2016
Date d'analyses: 20 janv. 2016
Projet: Mishi
Certificat: 36084-3864V

Échantillon #	Au ppb	Au g/t >4.0 g/t Gravimétrie
Méthode utilisé:	*TMT-G5B*	*TMT-G5C*
146369	80	
146658	1644	
146659	115	
146660	9	
146661	<8	
146662	<8	
146663	<8	
146665	39	
146666	<8	
146669	<8	
146670	<8	
146671	<8	
146672	1191	
146673	1339	
146674	67	
146675	13	
146676	287	
146677	<8	
146678	<8	
146679	<8	
146692	<8	
146699	<8	
146700	<8	
146718	41	
146719	<8	
146720	<8	
146721	<8	
146722	13	
146729	76	
146730	10	
146731	<8	
146732	39	

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CERTIFICAT D'ANALYSE

À l'attention de Monsieur Daniel Lapointe

Client Wesdome - Eagle River Mine
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P0S 1K0

Date d'émission: 21 janv. 2016
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Date d'analyses: 20 janv. 2016
Projet: Mishi
Certificat: 36084-3864V

Échantillon #	Au ppb	Au g/t >4.0 g/t Gravimétrie
Méthode utilisé:	*TMT-G5B*	*TMT-G5C*
146733	<8	
146734	<8	
146735	<8	
146736	9	
146737	38	
146738	16	
146739	26	
146741	537	
146742	<8	
146743	<8	
146744	<8	
146745	319	
146746	62	
146747	9382	9.83
146748	157	
146749	<8	
146750	<8	
146751	<8	
146752	12	
146753	<8	
146764	<8	
146765	239	
146766	14	
146767	18	
146790	11	
146791	457	
146792	10	
146793	236	
146879	11	
146880	10	
146881	<8	
146882	<8	

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CERTIFICAT D'ANALYSE

À l'attention de Monsieur Daniel Lapointe

Client Wesdome - Eagle River Mine
93 Mission Road, P.O.Box 1520
Wawa (Ontario)
P0S 1K0

Date d'émission: 21 janv. 2016
Date de réception: 6 janv. 2016
Date d'analyses: 20 janv. 2016
Projet: Mishi
Certificat: 36084-3864V

Échantillon #	Au ppb	Au g/t >4.0 g/t Gravimétrie
Méthode utilisé:	*TMT-G5B*	*TMT-G5C*
146883	<8	
146884	19	
146885	16	
146886	329	
146929	<8	
146930	10	
146931	93	
146932	13	
146933	16	
146934	54	
146935	10	
146936	10	
146937	532	
146938	12	
146940	439	
146670-Dup	<8	
146732-Dup	33	
146884-Dup	14	
OXD 108	443	
OXD 108	420	
OXD 108	385	
OXD 108	395	
OXJ 120	2297	
OXJ 120	2289	
OXJ 120	2440	
OXJ 120		2.40
OXP 91		15.39
OXQ 90		24.65

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CERTIFICAT D'ANALYSE - ANNEXE 1

À l'attention de Monsieur Daniel Lapointe

Client: Wesdome - Eagle River Mine
93 Mission Road, P.O.Box 1520
Wawa (Ontario)
P0S 1K0

Date d'émission: 21 janv. 2016
Date de réception: 6 janv. 2016
Date d'analyse: 20 janv. 2016
Projet: Mishi
Certificat: 36084-3864V

MÉTHODE ACCRÉDITÉE

TMT-G5B	Or par SAA avec digestion d'Aqua Regia par micro-ondes
TMT-G5C	Or finition par gravimétrie
TMT-G5E	Palladium et Platine par absorption atomique électrothermique (Four au Graphite)
TMT-G5F	Ag, Cu, Pb, Zn, Ni et Co par ICP avec digestion d'Aqua Regia

MÉTHODE NON ACCRÉDITÉE

TMT-G5G	Argent par Gravimétrie
TMT-G2	Densité
TMT-G5Z	Titration du Zinc

MÉTHODE ACCRÉDITÉE PAR LE CCN

Méthode	*Paramètre*	*Limite de détection*	*Méthode*	*Paramètre*	*Limite de détection*
TMT-G5B	Au ppb (5 ml)	8	TMT-G5F	Ag ppm	0.3
TMT-G5B	Au g/t (10 ml)	0.01	TMT-G5F	Co ppm	2
TMT-G5C	Au gravimétrie g/t	0.08	TMT-G5F	Cu ppm	1
TMT-G5E	Pd ppb	2	TMT-G5F	Ni ppm	2
TMT-G5E	Pt ppb	3	TMT-G5F	Pb ppm	3
			TMT-G5F	Zn ppm	1

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APPENDICE 5

GEOLOGICAL LEGEND
FOR SECTIONS

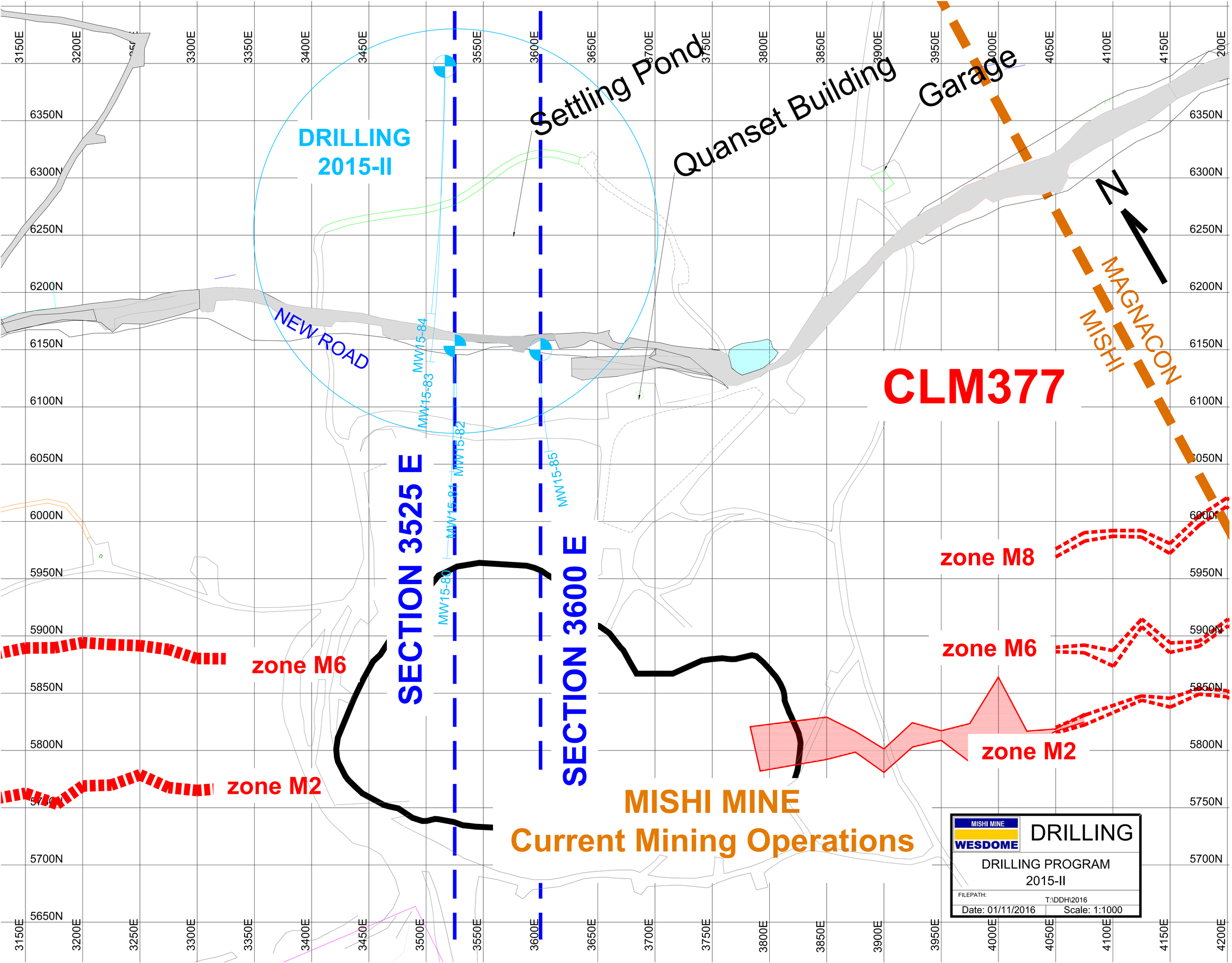
SECTION LEGEND

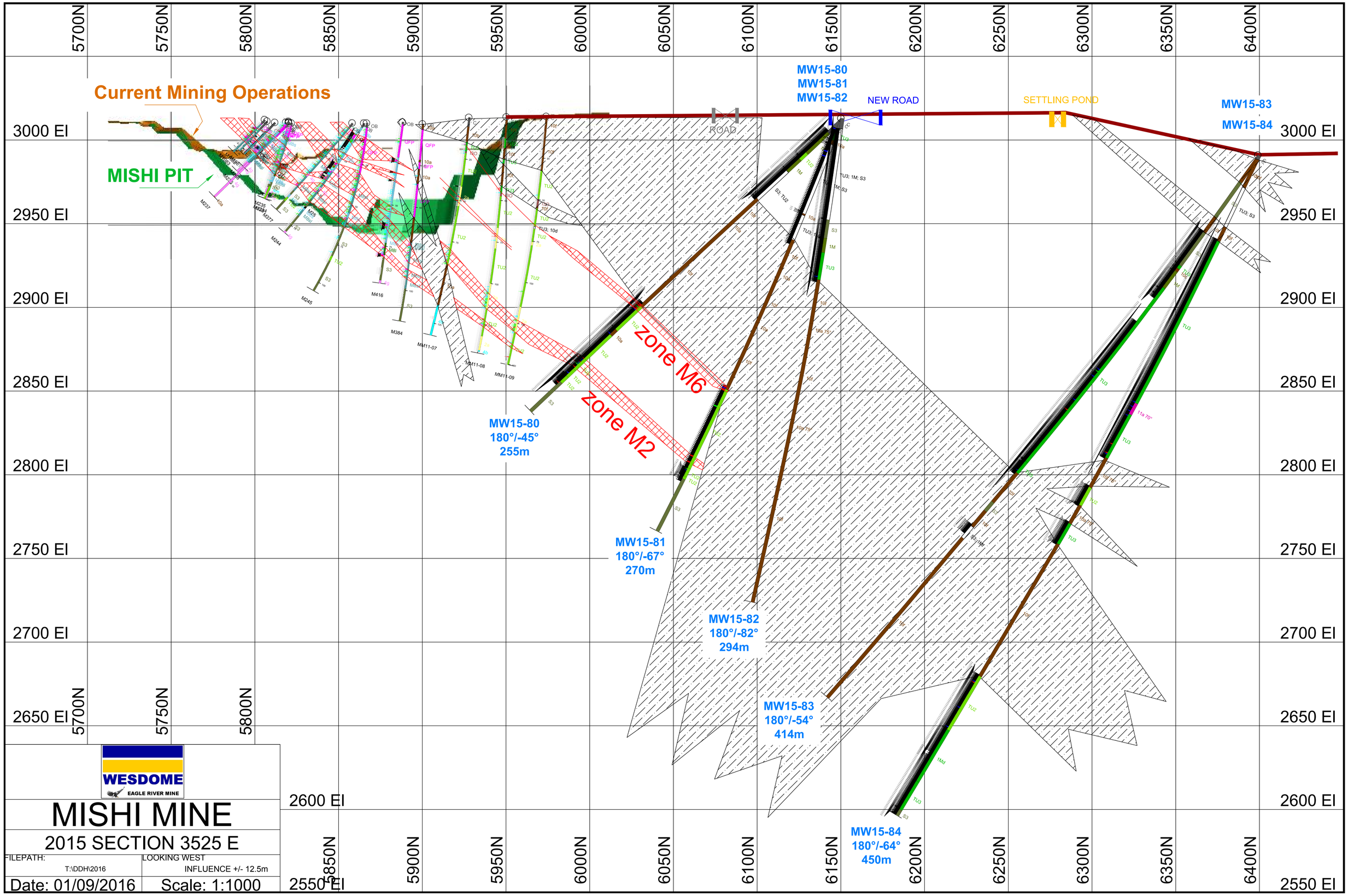
TU3	Mafic Tuff
1M, 1Ma	Mafic Volcanic
2a, TU2	Felsic Tuff
11a	Felsic Intrusive
10a, 10c, 10f	Mafic Dykes (Gabbro, Black, Diabase)
QFP	Quartz Feldspar Porphyry
M8L	Chlorite Schist
M8S	Sericite Schist
M8SL	Chlorite-Sericite Schist
4b	Argilite
4g	Conglomerate
S3	Wacke
OB, C	Overburden, Casing

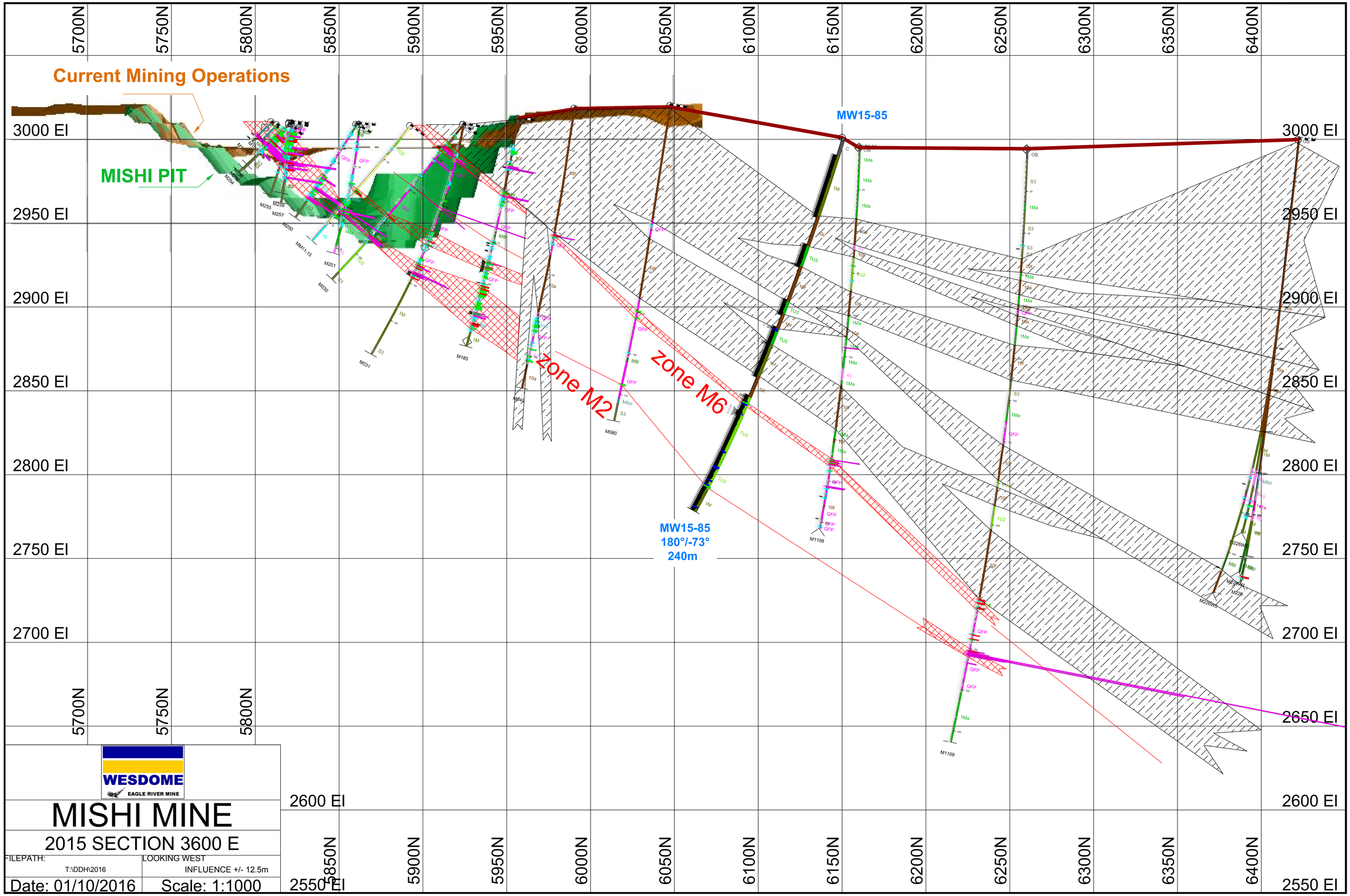
APPENDICE 6

MAP & SECTIONS

1:1000


DRILLING
2015-II
Settling Pond
Quanset Building
Garage
NEW ROAD
MW15-84
MW15-83
MW15-82
MW15-81
MW15-80
MW15-85
SECTION 3525 E
SECTION 3600 E
CLM377
MAGNACON
MISHI
N
zone M8
zone M6
zone M6
zone M2
zone M2
MISHI MINE
Current Mining Operations
MISHI MINE
WESDOME
DRILLING
DRILLING PROGRAM
2015-II
FILEPATH:
T:\DDH\2016
Date: 01/11/2016
Scale: 1:1000


5700N
5750N
5800N
5850N
5900N
5950N
6000N
6050N
6100N
6150N
6200N
6250N
6300N
6350N
6400N
3000 El
2950 El
2900 El
2850 El
2800 El
2750 El
2700 El
2650 El
2600 El
2550 El
Current Mining Operations
MISHI PIT
ROAD
MW15-80
MW15-81
MW15-82
NEW ROAD
SETTLING POND
MW15-83
MW15-84
Zone M6
Zone M2
MW15-80
180°/-45°
255m
MW15-81
180°/-67°
270m
MW15-82
180°/-82°
294m
MW15-83
180°/-54°
414m
MW15-84
180°/-64°
450m
WESDOME
EAGLE RIVER MINE
MISHI MINE
2015 SECTION 3525 E
FILEPATH:
T:\DDH\2016
LOOKING WEST
INFLUENCE +/- 12.5m
Date: 01/09/2016
Scale: 1:1000



WESDOME
EAGLE RIVER MINE

MISHI MINE

2015 SECTION 3600 E

FILEPATH:	LOOKING WEST
T:\DDH\2016	INFLUENCE +/- 12.5m
Date: 01/10/2016	Scale: 1:1000