EXECUTION VERSION

ACQUISITION AGREEMENT

THIS AGREEMENT is dated November 2, 2012

BETWEEN:

FOXPOINT CAPITAL CORP., a corporation incorporated pursuant to the laws of the Province of Ontario

(the "**Purchaser**")

- and -

2308800 ONTARIO INC., a corporation incorporated pursuant to the laws of the Province of Ontario

("**Subco**")

- and -

TELEGRAPH GOLD INC., a corporation incorporated pursuant to the laws of the Province of Ontario

(the "**Company**")

WHEREAS:

A. the Purchaser is listed on the NEX board of the TSX Venture Exchange ("**TSXV**") as a "Capital Pool Company" (as described in Policy 2.4 – *Capital Pool Companies* of the TSXV Corporate Finance Manual);

B. the Company is engaged in the business of gold exploration in the State of California;

C. Subco is a wholly-owned subsidiary of the Purchaser;

D. the Purchaser and the Company have agreed to enter into a business combination pursuant to which the business and assets of the Purchaser will be combined with those of the Company (the "**Acquisition**");

E. the Purchaser and the Company intend to effect the Acquisition by way of an amalgamation of the Company with Subco and involving the Purchaser pursuant to the *Business Corporations Act* (Ontario); and

F. the Purchaser, Subco and the Company wish to enter into this acquisition agreement in connection with the Acquisition.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Purchaser, Subco and the Company hereby agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, except as otherwise expressly provided or as the context otherwise requires:

(a) "**Acquisition**" has the meaning set out in Recital D;

(b) "**Agency Agreement**" means the agency agreement to be entered into between the Company and the Agents in connection with the Offering;

(c) "**Agents**" means the agents to be appointed pursuant to the terms of the Agency Agreement in connection with the Offering;

(d) "**Agents' Commission**" means the cash commission fee payable to the Agents under the Agency Agreement in respect of the completion of the Offering;

(e) "**Agents' Warrants**" means the warrants to purchase additional common shares in the capital of the Company to be issued to the Agents under the Agency Agreement in respect of the completion of the Offering not to exceed 7% of the number of securities issued pursuant to the Offering;

(f) "**Agreement**" means this agreement, as may be amended from time to time in accordance with its terms, and includes all Recitals and Schedules;

(g) "**Amalgamation**" means the amalgamation of Subco and the Company and involving the Purchaser and the Telegraph Subsidiaries pursuant to the OBCA in accordance with the terms of the Amalgamation Agreement;

(h) "**Amalgamation Agreement**" means the amalgamation agreement substantially in the form attached hereto as Schedule "A" to be entered into between the Company, Subco and the Purchaser pursuant to section 175 of the OBCA to effect the Amalgamation;

(i) "**Amalgamation Date**" has the meaning set out in Section 2.2;

(j) "**Arbitration Act**" means the *Arbitration Act* (Ontario);

(k) "**Board Change**" has the meaning set out in Section 6.1(h);

(l) "**Business Day**" means any day, other than a Saturday, Sunday or statutory or bank holiday on which the Canadian Imperial Bank of Commerce is open for commercial business at its main branch in Toronto, Ontario;

(m) "**Castle Mountain Claims**" means the claims identified on Schedule "B" under the heading "Castle Mountain Claims";

(n) "**Claim**" includes claims, demands, complaints, grievances, actions, applications, suits, causes of action, Orders, charges, indictments, prosecutions, informations or other similar processes, assessments or reassessments, judgments, debts, liabilities, penalties, fines, expenses, costs, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees (including fees and disbursements of legal counsel on a full indemnity basis) and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;

(o) "**Company Due Diligence Materials**" means the written due diligence materials made available to the Purchaser and Subco by the Company related to the Company and the Telegraph Subsidiaries at the offices of the Company's counsel and set out in an index dated the date of this Agreement which has been provided to the Purchaser and its counsel;

(p) "**Consideration Options**" means such number of options to acquire common shares in the capital of the Purchaser as calculated in accordance with Section 2.3(b);

(q) "**Consideration Shares**" means such number of common shares in the capital of the Purchaser as calculated in accordance with Section 2.3(a);

(r) "**Consideration Warrants**" has the meaning set out in Section 2.3(c);

(s) "**Continuous Disclosure Materials**" has the meaning set out in Section 4.1(o);

(t) "**Defaulting Party**" has the meaning set out in Section 12.1;

(u) "**Director**" means the Director under the OBCA;

(v) "**Environment**" means the air, wetlands, land surface, subsurface, substrata, surface water, underground water, groundwater, any land, soil or underground space even if submerged under water or covered by a structure, vegetation, all living organisms and the interacting natural systems that include components of air, land, water, organic and inorganic matters and living organisms and the environment or natural environment as defined in any Environmental Law, and "**Environmental**" shall have a similar extended meaning;

(w) "**Environmental Law**" means all Laws imposing obligations, responsibilities, liabilities or standards of conduct for or relating to: (i) the regulation or control of pollution, contamination, activities, materials, substances or wastes in connection with or for the protection of human health or safety or the Environment; or (ii) the use, generation, disposal, treatment, processing, recycling, handling, transport, distribution, storage, Release, destruction, transfer, import, export or sale of Hazardous Substances;

(x) "**Environmental Liabilities**" means, with respect to any Person, all liabilities, obligations, responsibilities, responses, losses, damages, punitive damages, property damages, consequential damages, costs (including control, remedial and removal costs, investigation costs, capital costs, and operation and maintenance costs), expenses, fines, penalties and sanctions incurred as a result of or related to any Claim, Order, investigation or proceeding by any Person, arising under or related to any Environmental Laws, Environmental Permits, or in connection with any: (i) Release or threatened Release or presence of a Hazardous Substance; (ii) tank, drum, pipe or other container that contains or contained a Hazardous Substance; or (iii) use, generation, disposal, treatment, processing, recycling, handling, transport, Release, transfer, import, export or sale of a Hazardous Substance;

(y) "**Environmental Permit**" means any license, permit, certificate, consent, Order, grant, approval, agreement, classification, restriction, registration or other authorization of, from or required by, or program participation requirements with or from, any Governmental Authority under any Environmental Laws;

(z) "**Escrow Agreement**" means any applicable TSXV prescribed escrow agreement (or such agreement with escrow terms satisfactory to the TSXV), if required by the TSXV, among the escrow agent and those Persons and their affiliates required by the TSXV with respect to the common shares in the capital of the Purchaser held by such Persons and their affiliates;

(aa) "**Excelsior Claims**" means the claims indentified on Schedule "B" under the heading "Excelsior Claims";

(bb) "**Excluded Liabilities**" has the meaning set out in Section 7.3(d);

(cc) "**Governmental Authority**" means: (i) any multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, ministry bureau, agency or entity, domestic or foreign; (ii) any stock exchange, including the TSXV; (iii) any subdivision, agent, commission, board or authority of any of the foregoing; or (iv) any 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 foregoing;

(dd) "**Hazardous Substances**" means any pollutant, contaminant, waste or chemical or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous or deleterious substance, waste or material, including hydrogen sulphide, arsenic, cadmium, copper, lead, mercury, petroleum, polychlorinated biphenyls, asbestos and urea-formaldehyde insulation, and any other material, substance, pollutant or contaminant regulated or defined pursuant to, or that could result in liability under, any applicable Environmental Law;

(ee) "**Information Circular**" means the information circular of the Purchaser in respect of the solicitation of proxies for use at the Meeting and to be filed with the TSXV and on SEDAR;

(ff) "**Law**" or "**Laws**" means all laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, Orders, rulings, ordinances, judgements, injunctions, determinations, awards, decrees or other requirements, whether domestic or foreign, and the terms and conditions of any permit of or from any Governmental Authority or self-regulatory authority (including the TSXV), and the term "**applicable**" with respect to such Laws and in a context that refers to a Party, means such Laws as are applicable to such Party and/or its subsidiaries or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Party and/or its subsidiaries or its or their business, undertaking, property or securities;

(gg) "**Material Adverse Effect**" means, with respect to the Company or the Purchaser, as applicable, any event, change, circumstance or effect (any such item, an "**Effect**"), either individually or in the aggregate, that is or is reasonably likely to have a material adverse effect on the business, results of operations or financial condition of the Company and the Telegraph Subsidiaries or the Purchaser and Subco, as applicable, taken as a whole, or on their ability to perform their obligations under this Agreement or to consummate the transactions contemplated by this Agreement on or before January 31, 2013; provided, however, that in no event shall any of the following be deemed, either alone or in combination, to constitute, nor shall any of the following be taken into account in determining whether there has been, a Material Adverse Effect with respect to the Company or the Purchaser, as applicable: (i) any Effect related to the actions of the Company and the Telegraph Subsidiaries or the Purchaser and Subco in connection with, or the public announcement or pendency of, the transactions contemplated by this Agreement; (ii) any Effect that results from any action taken pursuant to or in accordance with this Agreement or any action taken, or any failure to take action, to which the other Parties have consented to in writing; (iii) any Effect that results from general currency exchange, securities or commodity market conditions; or (iv) any Effect that results from changes in general economic or financial conditions or general changes in the applicable industry of the Company and the Telegraph Subsidiaries or the Purchaser and Subco, as applicable, including economic, legal or regulatory changes, except to the extent those Effects adversely affect the Company and the Telegraph Subsidiaries or the Purchaser and Subco, as applicable, taken as a whole, to a materially greater extent than they affect other entities in the same industry operating under the same economic, legal and regulatory framework;

(hh) "**Material Contract**" has the meaning set out in Section 3.1(q);

(ii) "**Meeting**" means the special meeting of the shareholders of the Purchaser for the consideration and approval of the Acquisition;

(jj) "**Mining Claims**" means, collectively, the Telegraph Claims, Excelsior Claims, Mt. Vernon Claims and the Castle Mountain Claims;

(kk) "**Mt. Vernon Claims**" means the claims indentified on Schedule "B" under the heading "Mt. Vernon Claims";

(ll) "**Name Change**" means the change of the name of the Purchaser from "Foxpoint Capital Corp." to "Telegraph Gold Corp.";

(mm) "**NEX**" means the NEX board of the TSXV;

(nn) "**NI 43-101**" means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*;

(oo) "**Non-Defaulting Party**" has the meaning set out in Section 12.1;

(pp) "**OBCA**" means the *Business Corporations Act* (Ontario);

(qq) "**Offering**" means the offer and sale of the Units or other securities of the Company at the Offering Price for aggregate gross proceeds of not less than $500,000 or more than $15,000,000 by way of a brokered private placement to be completed pursuant to the terms and conditions of the Agency Agreement;

(rr) "**Offering Price**" means the offering price at which the Units or other securities of the Company will be offered and sold pursuant to the Agency Agreement which shall not be less than $0.75 per security;

(ss) "**Order**" means any order (including any judicial or administrative order and the terms of any administrative consent), judgement, writ, injunction, decree, ruling or award of any court, arbitrator or Governmental Authority;

(tt) "**Parties**" means the Purchaser, Subco and the Company and "**Party**" means any one of them;

(uu) "**Person**" includes any individual, sole proprietorship, partnership, limited partnership, firm, unincorporated association, unincorporated organization, syndicate, trust, joint venture, body corporate, Governmental Authority, and any other entity or organization of any nature whatsoever, and includes any of the foregoing when they are acting as trustee, executor, administrator or other legal representative;

(vv) "**Purchaser's Financial Statements**" means the audited financial statements of the Purchaser as at and for the year ended December 31, 2010, the audited consolidated financial statements as at and for the year ended December 31, 2011, and unaudited interim financial statements for the three and six months ended June 30, 2012 and 2011;

(ww) "**Purchaser Option Plan**" has the meaning set out in Section 4.1(e);

(xx) "**Purchaser Options**" means the 450,000 stock incentive options to acquire an aggregate of 450,000 common shares in the capital of the Purchaser;

(yy) "**Qualifying Transaction**" means the proposed qualifying transaction, as defined in TSXV Policy 2.4 – *Capital Pool Companies*, of the Purchaser involving the acquisition of the Company;

(zz) "**Release**" means any release, spill, emission, leaking, pumping, pouring, emitting, emptying, escape, injection, deposit, disposal, discharge, dispersal, dumping, leaching or migration of any Hazardous Substance in the indoor or outdoor Environment, including the movement of any Hazardous Substance through or in the air, soil, surface water, ground water or property;

(aaa) "**Reorganization**" has the meaning set out in Section 2.5;

(bbb) "**Schedules**" means the documents attached to this Agreement as follows:

(i) Schedule "A" – Amalgamation Agreement; and

(ii) Schedule "B" – Mining Claims;

(ccc) "**Shareholder Approval**" means the approval by the shareholders of the Purchaser of the Acquisition by the requisite majority under the OBCA, the requisite "minority" approval as prescribed under Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* and the TSXV Policies;

(ddd) "**Subscription Agreements**" means, collectively, the subscription agreements entered into between the Company and the subscribers for Units, if issued, or other securities of the Company in connection with the Offering;

(eee) "**Tax**" or "**Taxes**" means any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever however denominated, including any interest, penalties or other additions that may become payable in respect thereof, imposed by any Government Authority, whether computed on a separate, consolidated, unitary, combined or other basis, which taxes shall include all income or profits taxes (including federal income taxes and provincial income taxes), payroll and employee withholding taxes, employment insurance premiums, unemployment insurance, social insurance taxes, Canada Pension Plan contributions, sales and use taxes, value added taxes, ad valorem taxes, excise taxes, franchise taxes, gross receipts taxes, Environmental taxes, capital taxes, production taxes, withholding taxes, employee health taxes, surtaxes, customs, import and export taxes, business license taxes, occupation taxes, real and personal property taxes, stamp taxes, transfer taxes, workers' compensation and other governmental charges, and other obligations of the same or of a similar nature to any of the foregoing, which a Party is required to pay, withhold, remit or collect;

(fff) "**Telegraph Claims**" means the claims indentified on Schedule "B" under the heading "Telegraph Claims";

(ggg) "**Telegraph Subsidiaries**" means, collectively, Telegraph US, Telegraph US Holding and Viceroy Gold Corporation, and "Telegraph Subsidiary" means any of them;

(hhh) "**Telegraph Technical Reports**" means: (i) the technical report entitled "NI 43-101 Report on the Telegraph Property, California, USA for Telegraph Gold Corp.", prepared by Watts, Griffis and McOuat Limited and relating to the Telegraph Claims and Excelsior Claims; and (ii) the technical report entitled "NI 43-101 Report on the Castle Mountain Property, San Bernardino County, California, USA prepared for Telegraph Gold Inc.", prepared by Thomas Temkin, CPG, consulting geologist with Taurus Exploration Services, Inc. and relating to the Castle Mountain Claims;

(iii) "**Telegraph US**" means Telegraph Gold (US) Corp., a wholly-owned subsidiary of the Company;

(jjj) "**Telegraph US Holding**" means Telegraph Gold (US) Holding Corp., a wholly-owned subsidiary of the Company;

(kkk) "**Transaction Related Agreements**" means, collectively:

(i) the Amalgamation Agreement;

(ii) the Agency Agreement;

(iii) the Subscription Agreements; and

(iv) any Escrow Agreements;

(lll) "**TSXV**" has the meaning set out in Recital A;

(mmm) "**TSXV Acceptance**" has the meaning set out in Section 7.1;

(nnn) "**TSXV Policies**" means the policies of the TSXV Corporate Finance Manual

(ooo) "**Units**" means the units, if issued, which may be offered and sold by the Company pursuant the Offering at the Offering Price, each such unit, if issued, to represent one common share in the capital of the Company and one half of one warrant to purchase one common share in the capital of the Company at a price of $1.00 per warrant for a period of 18 months following the date of issuance; and

(ppp) "**White Bear Claims**" means the claims indentified on Schedule "B" under the heading "White Bear Claims".

1.2 Interpretation

For the purposes of this Agreement, except as otherwise expressly provided:

(a) a reference to a Recital is to a Recital of this Agreement, an Article is to an Article of this Agreement, a Schedule is to a Schedule of this Agreement, and Section followed by a number or some combination of numbers and letters refers to the Section, paragraph, subparagraph, clause or subclause of this Agreement so designated;

(b) the captions, Section numbers, Schedule numbers and Article numbers appearing in this Agreement are inserted for convenience of reference only and shall in no way define, limit, construe or describe the scope or intent of this Agreement nor in any way affect this Agreement;

(c) the word "including", when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set out or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope;

(d) a reference to a statute includes all regulations made thereunder, all amendments to the statute or regulation in force from time to time, and every statute or regulation that supplements or supersedes such statute or regulation;

(e) words importing the masculine gender include the feminine or neuter, words in the singular include the plural, a word importing a corporate entity includes an individual, and *vice versa*;

(f) all dollars amounts, unless otherwise specified, are in Canadian dollars; and

(g) where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of a Party, it shall be deemed to refer to the actual knowledge of its senior officers and directors after having made due inquiry regarding the subject matter.

ARTICLE 2
AMALGAMATION AND REORGANIZATION

2.1 Acquisition

On the terms and subject to the conditions set out in this Agreement, the Parties agree to complete the Amalgamation on the terms and conditions set out in the Amalgamation Agreement in order to give effect to the Acquisition.

2.2 Amalgamation and Amalgamation Date

In order to give effect to the Acquisition, the Amalgamation shall be effected on the day that is, subject to agreement among the Parties:

(a) seven Business Days following the later of the date of receipt of:

(i) the TSXV Acceptance; and

(ii) the satisfaction or waiver of the conditions precedent (other than those conditions precedent to be completed concurrent with the closing of the Amalgamation) contained in this Agreement; or

(b) on such earlier or later date as may be agreed to in advance and in writing by each of the Parties;

but such day shall not be earlier than as permitted by the TSXV Policies (the "**Amalgamation Date**").

The Parties hereby acknowledge that the Amalgamation Agreement required to be entered into pursuant to section 175 of the OBCA shall be substantially in the form attached as Schedule "A". The Purchaser shall cause Subco to, subject to the terms and conditions of this Agreement and subject to and following the receipt of all regulatory approvals, deliver to the Company the duly-executed Articles of Amalgamation and related documents which the Purchaser shall cause Subco to file with the Director on the Amalgamation Date.

2.3 Consideration Shares, Consideration Options and Consideration Warrants

(a) Consideration Shares

(i) Upon the completion of the Amalgamation, the shareholders of the Company shall receive, in exchange for their common shares in the capital of the Company, in the aggregate, such number of Consideration Shares equal to the number of issued and outstanding common shares in the capital of the Company immediately prior to the completion of the Amalgamation and, accordingly, each shareholder of the Company shall receive, in exchange for their common shares in the capital of the Company, such number of Consideration Shares equal to the number of common shares in the capital of the Company held by the shareholder immediately prior to the completion of the Amalgamation.

(ii) If the foregoing results in a number of Consideration Shares that includes a fraction of a common share in the capital of the Purchaser, the number of Consideration Shares to be received by a shareholder shall be rounded down to the next whole number.

(iii) Following the Amalgamation, each holder of common shares in the capital of the Company, whose common shares are evidenced by one or more

certificates and who is entitled to receive Consideration Shares in exchange for the shareholder's common shares in the capital of the Company, may at any time surrender to the Purchaser the certificate(s) evidencing the common shares in the capital of the Company held by such shareholder and in return shall be entitled to receive certificate(s) evidencing Consideration Shares on the basis set out above. Until such surrender and exchange, the certificates evidencing the common shares in the capital of the Company shall be evidence of each such holder's right to be registered as a shareholder of the Purchaser and to receive the number of Consideration Shares determined above.

(b) Consideration Options

(i) Upon the completion of the Amalgamation, the option holders of the Company shall receive, in exchange for their unexercised options to acquire common shares in the capital of the Company, in the aggregate, such number of Consideration Options equal to the number of issued and outstanding options of the Company immediately prior to the completion of the Amalgamation and, accordingly, each option holder of the Company shall receive, in exchange for their options to acquire common shares in the capital of the Company, such number of Consideration Options equal to the number of options to acquire common shares in the capital of the Company held by the option holder immediately prior to the completion of the Amalgamation.

(ii) The Consideration Options shall be governed by the stock option plan of the Purchaser, as re-approved at the Purchaser's annual and special meeting held on March 14, 2012, provided that: (A) the exercise price, expiry and vesting schedule shall remain unchanged from the original grant of the subject option by the Company; and (B) the exercise price otherwise determined shall be adjusted to the extent, if any, required to ensure that the in-the-money amount of the Consideration Options immediately after the exchange is not greater than the in-the-money amount of the exchanged options of the Company immediately before the Amalgamation Date.

(iii) If the foregoing results in a number of Consideration Options that includes a fraction of an option to acquire a common share in the capital of the Purchaser, the number of Consideration Options to be received by the option holder shall be rounded down to the next whole number.

(iv) Following the Amalgamation, each holder of options to acquire common shares in the capital of the Company, whose options are evidenced by one or more certificates and who is entitled to receive Consideration Options in exchange for the optionholder's options to acquire common shares in the capital of the Company, may at any time surrender to the Purchaser the certificate(s) evidencing the options to acquire common shares in the

capital of the Company held by such optionholder and in return shall be entitled to receive certificate(s) evidencing Consideration Options on the basis set out above. Until such surrender and exchange, the certificates evidencing the options to acquire common shares in the capital of the Company shall be evidence of each such optionholder's right to be registered as a optionholder of the Purchaser and to receive the number of Consideration Options determined above.

(c) Consideration Warrants

(i) Upon completion of the Amalgamation, the warrantholders of the Company shall receive, in exchange for their unexercised warrants, to acquire common shares in the capital of the Company, in the aggregate, such number of Consideration Warrants equal to the number of issued and outstanding warrants of the Company immediately prior to the completion of the Amalgamation and, accordingly, each warrantholder of the Company shall receive, in exchange for their warrants to acquire common shares in the capital of the Company, such number of Consideration Warrants equal to the number of warrants to acquire common shares in the capital of the Company held by the warrantholder immediately prior to the completion of the Amalgamation.

(ii) If the foregoing results in a number of Consideration Warrants that includes a fraction of a warrant to acquire a common share in the capital of the Purchaser, the number of Consideration Warrants to be received by the warrantholder shall be rounded down to the next whole number.

(iii) Following the Amalgamation, each holder of warrants to acquire common shares in the capital of the Company, whose warrants are evidenced by one or more certificates and who is entitled to receive Consideration Warrants in exchange for the warrantholder's warrants to acquire common shares in the capital of the Company, may at any time surrender to the Purchaser the certificate(s) evidencing the warrants to acquire common shares in the capital of the Company held by such warrantholder and in return shall be entitled to receive certificate(s) evidencing Consideration Warrants on the basis set out above. Until such surrender and exchange, the certificates evidencing the warrants to acquire common shares in the capital of the Company shall be evidence of such warrantholder's right to be registered as a warrantholder of the Purchaser and to receive the number of Consideration Warrants determined above.

2.4 Latest Amalgamation Date

If the Amalgamation has not occurred on or before January 31, 2013, the obligations of the Parties pursuant to this Agreement may be terminated pursuant to Section 12.4 in accordance with the provisions of such section unless the Parties agree in writing to grant an extension to the Amalgamation Date.

2.5 Reorganization

Notwithstanding anything else contained in this Agreement, the Purchaser and Subco acknowledge and agree that the Company is in the process of and shall be permitted to, prior to the effective time of the Amalgamation, effect such reorganizations of its business, operations and assets, including the creation of one or more wholly-owned subsidiaries, as the Company may, in its sole discretion, determine (the "**Reorganization**"), so long as such Reorganization would not prejudice the Purchaser or Subco or provide any material adverse consequences to the Company, including with respect to Tax. In the event that the Reorganization is completed, the relevant provisions of this Agreement shall be modified as necessary in order that they shall apply with full force and effect, *mutatis mutandis*, but with the adjustments necessary to reflect the outcome of the Reorganization, and the Parties shall execute and deliver an agreement in writing giving effect to and evidencing such amendments as may be reasonably required as a result of such modifications and adjustments.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

3.1 Representations and Warranties Relating to this Agreement

Except for representations and warranties that are made as of a specified date, which shall be true and correct as of such date, the Company represents and warrants to the Purchaser and Subco as at the date of this Agreement and as at the Amalgamation Date that:

(a) **Corporate Existence**. The Company is duly incorporated and validly existing under the laws of the Province of Ontario and each of the Telegraph Subsidiaries is duly incorporated and validly existing under the laws of the State of Delaware and each has the corporate power and capacity to own its assets currently owned by it and to carry on its business currently carried on by it. Each of the Company and the Telegraph Subsidiaries is duly qualified to carry on business and is in good standing in each jurisdiction in which the character of its properties or the nature of its activities makes such qualification necessary and is up-to-date with all filings required to be made in such jurisdictions. No proceedings have been constituted, or, to the knowledge of the Company, are pending for the dissolution or liquidation of the Company or either Telegraph Subsidiary.

(b) **Corporate Power and Authority**. Each of the Company and the Telegraph Subsidiaries has the corporate power, capacity and authority to undertake and carry out all steps of the Acquisition contemplated in this Agreement and the Transaction Related Agreements to which it is a party and to carry out all obligations under this Agreement and the Transaction Related Agreements to which it is a party.

(c) **Valid and Binding Obligation**. Each of the Company and the Telegraph Subsidiaries has the requisite power, authority and capacity to enter, execute and deliver this Agreement and the Transaction Related Agreements to which it is a

party and each of this Agreement and each such Transaction Related Agreement has been or will be duly authorized, executed and delivered and constitutes or shall constitute a legal, valid and binding obligation of the Company and the Telegraph Subsidiaries enforceable against the Company and the Telegraph Subsidiaries in accordance with its respective terms, subject to bankruptcy, insolvency, moratorium or similar Laws affecting creditors' rights generally and except as limited by the application of equitable remedies which may be granted in the discretion of a court of competent jurisdiction.

(d) **Authorized and Issued Capital**.

(i) The authorized capital of the Company consists of an unlimited number of common shares of which 46,009,999 common shares are duly and validly issued and outstanding as fully paid and non-assessable as at the date hereof and prior to the Amalgamation Date will include those common shares in the capital of the Company issued in connection with the Offering, in connection with the acquisition of the Castle Mountain Claims, and upon the exercise of options to purchase common shares in the capital of the Company. As of the date hereof, the Company has 1,420,000 issued and outstanding common share purchase warrants and 3,250,000 issued and outstanding options to purchase common shares in the capital of the Company. On the Amalgamation Date, the Company will, subject to and following the receipt of all regulatory approvals, including the receipt of the approval of the TSXV, issue common share purchase warrants to Lazarus Mining LLC as disclosed in the Company Due Diligence Materials. All common shares in the capital of the Company to be issued in connection with the Offering or in connection with the exercise of options shall be duly authorized and when issued shall be issued as fully paid and non-assessable common shares in the capital of the Company.

(ii) The authorized capital of Telegraph US consists of 5,000 shares of common stock of which 100 shares of common stock are issued and outstanding as of the date hereof.

(iii) The authorized capital of Telegraph US Holding consists of 5,000 shares of common stock of which 100 shares of common stock are issued and outstanding as of the date hereof.

(iv) The authorized capital of Viceroy Gold Corporation consists of 2,000 shares of common stock of which 416 shares of common stock are issued and outstanding as of the date hereof.

(e) **Shareholder Agreements**. There are no shareholders' agreements, pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of any of the securities of the Company or either Telegraph Subsidiary or pursuant to which any person may have any right or claim in

connection with any existing or past equity interest in the Company or either Telegraph Subsidiary.

(f) **Residence**. The Company is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).

(g) **Non-reporting Issuer**. Neither the Company nor either Telegraph Subsidiary is a reporting issuer under applicable Canadian securities Laws, or similar laws of any other jurisdiction, and there is no published market for the securities of the Company or either Telegraph Subsidiary.

(h) **No Other Agreements to Purchase**. Other than as disclosed to the Purchaser and Subco in the Company Due Diligence Materials and as contemplated in this Agreement or the Transaction Related Agreements, there is no other agreement, obligation (contractual or otherwise), right or option, existing or pending pursuant to which the Company or either Telegraph Subsidiary is or might be required to issue any further common shares, shares of common stock or any other securities in its capital.

(i) **Dividends and Distributions**. Since incorporation, neither the Company nor either Telegraph Subsidiary has, directly or indirectly, declared or paid any dividends or declared or made any other distribution on any of its shares of any class and neither the Company nor either Telegraph Subsidiary has directly or indirectly, redeemed, purchased or otherwise acquired any of its shares of any class or agreed to do so.

(j) **Corporate Records**. The corporate records and minute books of the Company and the Telegraph Subsidiaries are complete and accurate and all corporate proceedings and actions reflected in the corporate records and minute books have been conducted or taken in compliance with all applicable Laws and with the articles and by-laws of the Company and the Telegraph Subsidiaries. Without limiting the generality of the foregoing: (i) the minute books contain complete and accurate minutes of all meetings of the directors and shareholders held since incorporation and all such meetings were properly called and held; (ii) the minute books contain all resolutions passed by the directors and shareholders (and committees, if any) and all such resolutions were properly passed; (iii) the share certificate books, register of shareholders and register of transfers are complete and accurate, all transfers have been properly completed and approved and any tax payable in connection with the transfer of any securities has been paid; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers were properly elected or appointed, as the case may be.

(k) **Subsidiaries**.

(i) The Company has no subsidiaries other than the Telegraph Subsidiaries, the direct, wholly-owned subsidiaries of the Company established by the Company under the laws of the State of Delaware, and:

(A) other than in connection with the Reorganization, if undertaken, holds no shares or other ownership, equity or proprietary interests in any other Person;

(B) other than in connection with the Reorganization, if undertaken, all such securities in the capital of the Telegraph Subsidiaries are legally and beneficially owned by the Company free and clear of all liens, charges and encumbrances of any kind whatsoever;

(C) no person has any agreement, or option or right or privilege (whether preemptive or contractual) capable of becoming an agreement for the purchase of all or any part of the securities representing such ownership interest in either Telegraph Subsidiary; and

(D) all such securities in the Telegraph Subsidiaries have been validly issued and are outstanding are fully paid and non-assessable;

(ii) Neither Telegraph Subsidiary has subsidiaries as at the date of this Agreement and other than in connection with the Reorganization, if undertaken, shall have no subsidiaries immediately prior to the completion of the Acquisition and holds no shares or other ownership, equity or proprietary interests in any other Person.

(iii) In the event that the Reorganization is undertaken, the Company or a Telegraph Subsidiary shall be the sole registered holder of all of the issued and outstanding securities of any subsidiaries formed in connection with the Reorganization and:

(A) all such securities in the capital of any such subsidiaries shall be legally and beneficially owned by the Company free and clear of all liens, charges and encumbrances of any kind whatsoever;

(B) no person shall have any agreement, or option or right or privilege (whether preemptive or contractual) capable of becoming an agreement for the purchase of all or any part of the securities representing such ownership interest in any such subsidiaries; and

(C) all securities in any such subsidiaries shall have been validly issued and shall be outstanding as fully paid and non-assessable.

(l) **No Breach Caused by this Agreement**. The entering into of this Agreement and the applicable Transaction Related Agreements, the completion of the Amalgamation as contemplated by this Agreement and the performance by the

Company or the Telegraph Subsidiaries, as applicable, of and compliance with the terms of this Agreement and the Transaction Related Agreements does not and will not:

(i) conflict with or result in a breach of or violate any of the terms, conditions or provisions of the constating documents of the Company or the Telegraph Subsidiaries;

(ii) conflict with or result in a material breach of or violate any of the terms, conditions or provisions of any Law to which the Company or a Telegraph Subsidiary is subject, or constitute or result in a default under or create a state of facts which, after notice or lapse of time or both, would constitute a default under any agreement, Material Contract or commitment to which the Company or a Telegraph Subsidiary is a party;

(iii) give to any party the right of termination, cancellation or acceleration in or with respect to any Material Contract to which the Company or a Telegraph Subsidiary is a party;

(iv) give to any Governmental Authority any right of termination, cancellation or suspension of, or constitute a breach of or result in a default under, any permit, license, control or authority issued to the Company or a Telegraph Subsidiary which is necessary or desirable in connection with the conduct and operations of the business of and the ownership or leasing of the Mining Claims; or

(v) constitute a default by the Company or a Telegraph Subsidiary, or any event which, with the giving of notice or lapse of time or both, might constitute an event of default, under any agreement, contract, indenture or other instrument relating to any indebtedness of the Company or a Telegraph Subsidiary which would give any party to that agreement, contract, indenture or other instrument the right to accelerate the maturity for the payment of any amount payable under that agreement, contract, indenture or other instrument.

(m) **Conduct of Business in Ordinary Course**. Since January 1, 2011, the Company has not, other than in connection with the Offering, the Acquisition, the Reorganization, the potential acquisition of the White Bear Claims or other than disclosed in the Company Due Diligence Materials:

(i) sold, transferred or otherwise disposed of any material assets;

(ii) made any capital expenditure or commitment;

(iii) increased its indebtedness for borrowed money or made any loan or advance, or assumed, guaranteed or otherwise became liable with respect to the liabilities or obligation of any Person;

(iv) removed any auditor or director or terminated any officer or other senior employee;

(v) granted any increase in the rate of wages, salaries, bonuses or other remuneration of any employees of the Company except as may be required by the terms of any material agreement;

(vi) suffered any extraordinary loss, whether or not covered by insurance;

(vii) cancelled or waived any material claims or rights;

(viii) compromised or settled any litigation, proceeding or other governmental action relating to the assets or business of the Company;

(ix) cancelled or reduced any of its insurance coverage; or

(x) authorized, agreed or otherwise committed, whether or not in writing, to do any of the foregoing.

(n) **No Material Adverse Effect**. Since incorporation, there has not been any Material Adverse Effect on the Company.

(o) **Compliance with Laws**. Each of the Company and the Telegraph Subsidiaries is conducting and has conducted its business in compliance with all applicable Laws other than acts of non-compliance which, in the aggregate, would not cause a Material Adverse Effect on the Company.

(p) **Authorizations**. Each of the Company and the Telegraph Subsidiaries owns, holds, possesses and lawfully uses in the operation of its business, all authorizations, permits and licenses which are, in any manner, necessary or desirable for it to conduct its business as presently or previously conducted or for the ownership, lease and use of its assets in compliance with all applicable Laws. Each authorization is valid, subsisting and in good standing, and neither the Company nor either of the Telegraph Subsidiaries is in default or breach of any authorization, permit or license and, to the knowledge of the Company, no proceeding is pending or threatened to revoke or limit any authorization, permit or license. All authorizations, permits and licenses are renewable by their terms or in the ordinary course of business without the need for the Company or a Telegraph Subsidiary, as applicable, to comply with any special rules or procedures, agree to any materially different terms or conditions or pay any amounts other than routine filing fees.

(q) **Material Contracts**. Copies of all contracts, together with any amendments, that would be required to be filed by the Company under National Instrument 51-102 — *Continuous Disclosure Obligations* (each, a "**Material Contract**"), if such requirements were applicable to the Company, have been provided to the Purchaser. Except for agreements included in the Company Due Diligence

Materials, neither the Company nor a Telegraph Subsidiary is a party to or bound by:

(i) any continuing contract for the purchase of materials, supplies, equipment or services;

(ii) any contract that expires or may be renewed at the option of any Person so as to expire more than one year after the date of this Agreement;

(iii) any trust indenture, mortgage, promissory note, loan agreement or other contract for the borrowing of money, any currency exchange, commodities or other hedging arrangement or any leasing transaction of the type required to be capitalized in accordance with generally accepted accounting principles;

(iv) any contract for capital expenditures;

(v) any contract pursuant to which the Company or a Telegraph Subsidiary is a lessor of any machinery, equipment, motor vehicles, office furniture, fixtures or other personal property;

(vi) any agreement of guarantee, support, indemnification, assumption or endorsement of, or any similar commitment with respect to, the obligations, liabilities (whether accrued, absolute, contingent or otherwise) or indebtedness of any other Person; or

(vii) any oral or written contract of employment which may not be terminated on six months' notice or which provide for payments occurring on a change of control of the Company.

(r) **No Breach of Material Contracts**. Each of the Company and the Telegraph Subsidiaries has performed all of the obligations required to be performed by it and is entitled to all benefits under, and is not in default or in material breach of any Material Contract. Each of the Material Contracts is in full force and effect, unamended, enforceable in accordance with its terms against the Company or a Telegraph Subsidiary, as applicable, and to the knowledge of the Company there exists no default or event of default or event, occurrence, condition or act by any other person which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become an event of default under any Material Contract.

(s) **Financial Statements**. The Company's 2011 annual consolidated financial statements, 2010 annual financial statements and interim unaudited consolidated financial statements for the three and six month period ended June 30, 2012, have been prepared in all material respects in accordance with accounting policies consistent with the International Financial Reporting Standards issued by the International Accounting Standards Board and Canadian GAAP as applicable, will be true and correct and will present fairly the assets, liabilities, (whether

accrued, absolute, contingent or otherwise) and financial position of the Company as at the respective dates of the relevant statements and the results of operations and the changes in financial position of the Company and its subsidiaries, as applicable, for the periods specified.

(t) **No Liabilities**. Except as included in the Company Due Diligence Materials, neither the Company nor a Telegraph Subsidiary has any liabilities or obligations of any nature (whether absolute, accrued, contingent or otherwise) except for liabilities incurred in the ordinary course of business since incorporation.

(u) **Brokers**. Other than as may be contemplated in this Agreement with respect to the Offering, neither the Company nor a Telegraph Subsidiary has incurred any obligation or liability, contingent or otherwise, for brokerage fees, agent's commissions, finder's fees or any like payment in respect of the transactions contemplated in this Agreement and any applicable Transaction Related Agreements to which it is a party.

(v) **Tax Matters**. Each of the Company and the Telegraph Subsidiaries has filed or caused to be filed, within the times and in the manner prescribed by Law, all federal, provincial, local and foreign tax returns and tax reports which are required to be filed by or with respect to the Company and the Telegraph Subsidiaries. The information contained in such returns and reports is correct and complete in all material respects and, to the knowledge of the Company, such returns and reports reflect accurately all material liability for Taxes of the Company and the Telegraph Subsidiaries for the periods covered thereby. All federal, provincial, local and foreign income, profits, franchise, sales, use, occupancy, excise and other Taxes and assessments (including interest and penalties) that are or may become payable by or due from the Company and the Telegraph Subsidiaries have been fully paid or fully disclosed and fully provided for in the corporate records of the Company and the Telegraph Subsidiaries. There are no outstanding agreements or waivers extending the statutory period providing for an extension of time with respect to the assessment or re-assessment of Tax or the filing of any tax return by, or any payment of any Tax by the Company or a Telegraph Subsidiary, no notice of assessment or reassessment has been received and to the knowledge of the Company, no examination of any tax return of the Company or a Telegraph Subsidiary is currently in progress. There are no Claims or, to the knowledge of the Company, any investigation pending threatened against the Company or a Telegraph Subsidiary relating to Taxes and the Company knows of no valid basis for any such Claim or investigation.

(w) **Payments to Directors and Officers**. Except as disclosed in the Company Due Diligence Materials, no payments of any kind have been made or authorized by or on behalf of the Company or a Telegraph Subsidiary to or on behalf of directors, officers, shareholders or employees of the Company or a Telegraph Subsidiary or under any management agreements with the Company or a Telegraph Subsidiary other than in the ordinary course of business.

(x) **Arm's Length Transactions**. Except as disclosed in the Company's and the Telegraph Subsidiaries' corporate records, minute books and financial records, or otherwise disclosed in the Company Due Diligence Materials, neither the Company nor a Telegraph Subsidiary is a party to any contract, agreement or understanding with any director, employee, shareholder or any other Person not dealing at arm's length with the Company or a Telegraph Subsidiary.

(y) **Indebtedness of Directors and Officers**. None of the directors, officers, employees or any other Person not dealing at arm's length with the Company or a Telegraph Subsidiary is now indebted or under an obligation to the Company or a Telegraph Subsidiary on any account whatsoever. Neither the Company nor a Telegraph Subsidiary is indebted or under any obligation to any directors, officers, employees or any other Person not dealing at arm's length with the Company or the Telegraph Subsidiaries.

(z) **Board Approvals**. The board of directors of the Company and the Telegraph Subsidiaries has duly authorized or will authorize, as applicable to it, the entry, execution and delivery of this Agreement and the Transaction Related Agreements and the consummation of the transactions contemplated by this Agreement and the Transaction Related Agreements.

(aa) **Shareholder Approval**. Prior to the Amalgamation Date, the shareholders of the Company shall have duly authorized the entry, execution and delivery of the Amalgamation Agreement and the consummation of the transactions contemplated by the Amalgamation Agreement.

(bb) **Other Approvals**. Other than the TSXV Acceptance and the shareholder approval contemplated by Section 3.1(aa), there are no other approvals, consents or waivers from shareholders, any Governmental Authority or third parties that are required to be obtained by the Company to complete the transactions contemplated by this Agreement and the Transaction Related Agreements to which it is a party.

(cc) **Interest in Material Transactions**. Except as disclosed in the Company Due Diligence Materials, none of: (i) the directors, officers or employees of the Company or a Telegraph Subsidiary; (ii) any Person who owns, directly or indirectly, more than 10% of any class of securities of the Company or a Telegraph Subsidiary; or (iii) any associate or affiliate of any of the foregoing, had or has any material interest, direct or indirect, in any material transactions or any proposed material transaction with the Company or a Telegraph Subsidiary, including the Acquisition, which, as the case may be, materially affects, is material to or shall materially affect the Company or the Telegraph Subsidiaries.

(dd) **Litigation**. There are no actions, suits or proceedings, at Law or in equity, by any Person, nor any arbitration, administrative or other proceeding by or before, or to the knowledge of the Company any investigation by, any Governmental Authority pending, or, to the knowledge of the Company, threatened against or affecting the

Company or a Telegraph Subsidiary, the Company's or a Telegraph Subsidiary's business or any of the Mining Claims or other assets of the Company or the Telegraph Subsidiaries, and to the knowledge of the Company there is no valid basis for any such action, suit, proceeding, arbitration or investigation by or against the Company or a Telegraph Subsidiary. Neither the Company nor any Telegraph Subsidiary is subject to any Order nor has the Company settled any Claim prior to being prosecuted in respect of it. Neither the Company nor any Telegraph Subsidiary is the plaintiff or complainant in any action, suit or proceeding.

(ee) **Real Property and Mining Claims**.

(i) Other than the Mining Claims and the White Bear Claims, the Company and the Telegraph Subsidiaries do not own or have any interest in any material real properties or any material mineral interests or rights.

(ii) The Company or a Telegraph Subsidiary, as applicable, holds the Mining Claims under valid, subsisting and enforceable title documents, contracts, leases, licenses of occupation, licenses, mining concessions, permits or other recognized and enforceable instruments and documents sufficient to permit the Company or a Telegraph Subsidiary, as applicable, to explore for and develop the minerals relating thereto.

(iii) The Company or a Telegraph Subsidiary, as applicable, has all rights and interests necessary to explore and develop each of the Mining Claims, including water rights and sufficient rights of entry and exit to and from the Mining Claims. Each of the aforementioned interests and rights is currently in good standing in all material respects.

(iv) All work and assessments required to be performed in relation to the Mining Claims have been performed to date and the Company and the Telegraph Subsidiaries have complied with all applicable Laws in connection with such work and assessments, as well as legal and contractual obligations to third parties in connection with such work and assessments, except where failure to perform such work and assessment would not have a Material Adverse Effect on the Company.

(v) Except as stated in the Company Due Diligence Materials, the Company or a Telegraph Subsidiary, as applicable, has good title to each Mining Claim free and clear of any title defect or encumbrance, except where such title defect or encumbrance would not have a Material Adverse Effect on the Company.

(vi) Neither the Company nor either Telegraph Subsidiary has received written or oral notice of the termination, cancellation, or declaration of invalidity or unenforceability by any Person of any of the Mining Claims and has not become aware of any intention on the part of, nor has there been any

announcement by, any Person to terminate, cancel, declare invalid or unenforceable or revoke Mining Claim.

(vii) The Mining Claims are in good standing under applicable Law and since the Company's or a Telegraph Subsidiary's possession, as applicable, and, to the knowledge of the Company, prior to the Company's possession, there has been no default under any of the Mining Claims.

(viii) None of the Mining Claims (or any interest in, or right to earn an interest in, any of the Mining Claims) or other material assets of the Company or the Telegraph Subsidiaries is subject to any right of first refusal or purchase or acquisition right, other than such rights as are held by the Company or the Telegraph Subsidiaries.

(ff) **Environmental Matters**.

(i) All facilities and operations of the Company and the Telegraph Subsidiaries are now being conducted in compliance with all Environmental Laws and, to the knowledge of the Company, have been conducted in compliance with all Environmental Laws.

(ii) The Company or a Telegraph Subsidiary, as applicable, is in possession of, and in compliance with, all Environmental Permits that are required to own, lease and operate the Mining Claims and to conduct its business as it is now being conducted.

(iii) Except in compliance with Environmental Law, there is no Hazardous Substance present at any property or as a result of the Company's or a Telegraph Subsidiary's activities that requires remediation or other action that would reasonably be expected to result in liability, except where failure to remediate or take such action or result in such liability would not result in a Material Adverse Effect on the Company.

(iv) No Environmental investigation, remediation, reclamation or closure obligation, demand, notice, work order or other Environmental Liabilities presently exist with respect to any portion of any currently or formerly owned, leased, used or otherwise controlled property, interests and rights or relating to the operations and business of the Company or the Telegraph Subsidiaries and, to the knowledge of the Company, there is no basis for any such obligations, demands, notices, work orders or liabilities to arise in the future as a result of any activity in respect of such property, interests, rights, operations and business.

(v) Neither the Company nor either Telegraph Subsidiary is subject to or has received notice of any proceeding, application, Order (including stop orders, control orders, clean up orders and reclamation orders) or directive under applicable Environmental Law which would individually or in the aggregate have a Material Adverse Effect on the Company.

(vi) Neither the Company nor either Telegraph Subsidiary is subject to any past or present fact, condition or circumstance that would reasonably be expected to result in Environmental Liability that would have a Material Adverse Effect on the Company.

(gg) **Absence of Changes**. Since the acquisition of each of the Mining Claims, other than in connection with the acquisition of the White Bear Claims:

(i) neither the Company nor either Telegraph Subsidiary has incurred any debt, obligation or liability out of the ordinary course of the business consistent with past practice of in relation to each Mining Claim and each of the Company and the Telegraph Subsidiaries has used its reasonable commercial efforts to preserve each Mining Claim;

(ii) there has not been any change in the condition of each Mining Claim, other than changes in the ordinary course of business consistent with past practice and such changes have not had a Material Adverse Effect on the Company or a Telegraph Subsidiary; and

(iii) there has not been any termination, amendment or revocation of any, authorization, permit or license or any damage, destruction, loss, labour dispute or other event, development or condition of any character (whether or not covered by insurance) which has had a Material Adverse Effect on the Company or a Telegraph Subsidiary.

(hh) **Royalties and Similar Payments**. Except as disclosed in the Company Due Diligence Materials, neither the Company nor either Telegraph Subsidiary has any responsibility or obligation to pay or have paid on its behalf or grant any commission, royalty, participation interest, carried interest or similar payment to any Person with respect to any property rights, including the Mining Claims.

(ii) **Technical Reports**. The Telegraph Technical Reports to be delivered to the TSXV and filed on SEDAR have been prepared in accordance with NI 43-101 and the information contained in the Telegraph Technical Reports will be, at the time of delivery, complete and accurate in all material respects.

(jj) **Information Circular**. The information provided by the Company and the Telegraph Subsidiaries in connection with the preparation of the Information Circular as of the date of the Information Circular, will contain no untrue statement of a material fact and will not omit to state a material fact which is required to have been stated or that is necessary to prevent a statement that is being made from being false or misleading in the circumstances in which it is made.

(kk) **Non-Competition**. There is no non-competition, exclusivity or other similar agreement, commitment or understanding in place to which either the Company or a Telegraph Subsidiary is a party or by which it is otherwise bound that would now or hereafter in any way limit its business or operations in a particular manner

or to a particular locality or geographic region or for a specified period of time and the execution, delivery and performance of its obligations under this Agreement and the Transaction Related Agreements to which it is a party do not and will not result in any restriction on the Company or the Telegraph Subsidiaries from engaging in its business or from competing with any Person or in any geographic area.

3.2 No Further Representations or Warranties

Except as specifically set out in this Article 3, no further representations or warranties are made by the Company.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER AND SUBCO

4.1 Representations and Warranties of the Purchaser and Subco

Except for representations and warranties that are made as of a specified date, which shall be true and correct as of such date, each of the Purchaser and Subco represent and warrant, jointly and severally, to the Company as at the date of this Agreement and as at the Amalgamation Date that:

(a) **Corporate Existence**. Each of the Purchaser and Subco is duly incorporated and validly existing under the laws of the Province of Ontario and has the corporate power and capacity to own its assets currently owned by it and to carry on its business currently carried on by it. Each of the Purchaser and Subco is duly qualified to carry on business and is in good standing in each jurisdiction in which the character of its properties or the nature of its activities makes such qualification necessary and is up-to-date with all filings required to be made in such jurisdictions. No proceedings have been constituted, or, to the knowledge of the Purchaser or Subco, as applicable, are pending for the dissolution or liquidation of the Purchaser or Subco.

(b) **Corporate Power and Authority**. Each of the Purchaser and Subco have the corporate power, capacity and authority to undertake and carry out all steps of the Acquisition contemplated in this Agreement and the Transaction Related Agreements to which it is a party and to carry out all obligations under this Agreement and the Transaction Related Agreements to which it is a party.

(c) **Valid and Binding Obligation**. Each of the Purchaser and Subco have the requisite power, authority and capacity to enter, execute and deliver this Agreement and the Transaction Related Agreements to which it is a party and each of this Agreement and each such Transaction Related Agreement has been or will be duly authorized, executed and delivered and constitutes or shall constitute a legal, valid and binding obligation of the Purchaser and Subco enforceable against the Purchaser and Subco, as applicable, in accordance with its respective terms, subject to bankruptcy, insolvency, moratorium or similar Laws affecting creditors' rights generally and except as limited by the application of equitable

remedies which may be granted in the discretion of a court of competent jurisdiction.

(d) **Authorized and Issued Capital**.

(i) The authorized capital of the Purchaser consists of an unlimited number of common shares of which 4,249,100 common shares are duly and validly issued and outstanding as fully paid and non-assessable as at the date hereof and prior to the Amalgamation Date will include those common shares in the capital of the Purchaser issued upon the exercise of options to purchase common shares in the capital of the Purchaser. As of the date hereof, the Purchaser has 450,000 issued and outstanding options to purchase common shares in the capital of the Purchaser.

(ii) The authorized capital of Subco consists of an unlimited number of common shares of which 100 common shares are issued and outstanding as of the date hereof.

(iii) All of the Consideration Shares to be issued upon the completion of the Amalgamation and the common shares in the capital of the Purchaser in connection with the exercise of options and warrants shall be duly authorized and reserved for issuance and when issued shall be issued as fully paid and non-assessable common shares in the capital of the Purchaser.

(e) **Stock Option Plan**. The Purchaser's stock option plan re-approved at the annual and special meeting of shareholders of the Purchaser held on March 14, 2012 (the "**Purchaser Option Plan**") is in compliance with the rules and regulations of the TSXV, including the TSXV Policies, and has been approved by the TSXV. All options to purchase common shares in the capital of the Purchaser granted under the Purchaser Option Plan have been granted in compliance with the rules and regulations of the TSXV, including the TSXV Policies, and the terms and conditions of the Purchaser Option Plan and a written agreement between the Purchaser and the applicable optionholder contemplated by the Purchaser Option Plan.

(f) **Residence**. Each of the Purchaser and Subco is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).

(g) **Shareholder Agreements**. There are no shareholders' agreements, pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of any of the securities of the Purchaser or Subco or pursuant to which any person may have any right or claim in connection with any existing or past equity interest in the Purchaser or Subco.

(h) **Reporting Issuer Status**.

(i) The Purchaser is a reporting issuer under the *Securities Act* (Ontario), the *Securities Act* (British Columbia) and the *Securities Act* (Alberta) and the Purchaser's name does not appear on the lists of defaulting reporting issuers, or equivalent, maintained by the Ontario Securities Commission, the British Columbia Securities Commission and the Alberta Securities Commission.

(ii) Subco is not a reporting issuer under applicable Canadian securities Laws, or similar laws of any other jurisdiction, and there is no published market for the securities of Subco.

(i) **No Other Agreements to Purchase**. Except for the Company's rights under this Agreement, there is no other agreement, obligation (contractual or otherwise), right or option, existing or pending pursuant to which either the Purchaser or Subco is or might be required to issue any further common shares or any other securities in its capital.

(j) **Dividends and Distributions**. Since incorporation, neither the Purchaser nor Subco has, directly or indirectly, declared or paid any dividends or declared or made any other distribution on any of its shares of any class and has not, directly or indirectly, redeemed, purchased or otherwise acquired any of its shares of any class or agreed to do so.

(k) **Corporate Records**. The corporate records and minute books of each of the Purchaser and Subco are complete and accurate and all corporate proceedings and actions reflected in the corporate records and minute books have been conducted or taken in compliance with all applicable Laws and with the respective articles and by-laws of the Purchaser and Subco. Without limiting the generality of the foregoing: (i) the minute books contain complete and accurate minutes of all meetings of the directors and shareholders held since incorporation and all such meetings were properly called and held; (ii) the minute books contain all resolutions passed by the directors and shareholders (and committees, if any) and all such resolutions were properly passed; (iii) the share certificate books, register of shareholders and register of transfers are complete and accurate, all transfers have been properly completed and approved and any tax payable in connection with the transfer of any securities has been paid; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers were properly elected or appointed, as the case may be.

(l) **Subsidiaries**.

(i) The Purchaser has no subsidiaries other than Subco, the direct, wholly-owned subsidiary of the Purchaser established by the Purchaser under the OBCA for the sole purpose of effecting the Amalgamation in connection with the Acquisition and:

(A) holds no shares or other ownership, equity or proprietary interests in any other Person;

(B) all such securities in the capital of Subco are legally and beneficially owned by the Purchaser free and clear of all liens, charges and encumbrances of any kind whatsoever;

(C) no person has any agreement, or option or right or privilege (whether preemptive or contractual) capable of becoming an agreement for the purchase of all or any part of the securities representing such ownership interest in Subco; and

(D) all such securities in Subco have been validly issued and are outstanding are fully paid and non-assessable.

(ii) Subco has no subsidiaries as at the date of this Agreement and shall have no subsidiaries immediately prior to the completion of the Acquisition, and holds no shares or other ownership, equity or proprietary interests in any other Person.

(m) **No Breach Caused by this Agreement**. The entering into of this Agreement and the applicable Transaction Related Agreements, the completion of the Amalgamation as contemplated by this Agreement and the performance by the Purchaser and Subco of and compliance with the terms of this Agreement and the Transaction Related Agreements does not and will not:

(i) conflict with or result in a breach of or violate any of the terms, conditions or provisions of the constating documents of the Purchaser or Subco;

(ii) conflict with or result in a material breach of or violate any of the terms, conditions or provisions of any Law to which either of the Purchaser or Subco is subject, or constitute or result in a default under or would create a state of facts which, after notice or lapse of time or both, would constitute a default under any agreement or commitment to which the Purchaser or Subco is a party;

(iii) give to any party the right of termination, cancellation or acceleration in or with respect to any agreement to which the Purchaser or Subco is a party; or

(iv) constitute a default by the Purchaser or Subco, or any event which, with the giving of notice or lapse of time or both, might constitute an event of default, under any agreement, contract, indenture or other instrument relating to any indebtedness of the Purchaser or Subco which would give any party to that agreement, contract, indenture or other instrument the right to accelerate the maturity for the payment of any amount payable under that agreement, contract, indenture or other instrument.

(n) **Transfer Agent and Registrar**. Equity Financial Trust Company has been duly appointed as the transfer agent and registrar for the issued and outstanding common shares in the capital of the Purchaser.

(o) **Conduct of Business in Ordinary Course**. Except as disclosed in the documents previously published or filed by the Purchaser with the Ontario Securities Commission, the British Columbia Securities Commission and the Alberta Securities Commission or available under the Purchaser's profile at www.sedar.com (the "**Continuous Disclosure Materials**") and other than in connection with the Acquisition, each of the Purchaser and Subco has not:

(i) sold, transferred or otherwise disposed of any material assets;

(ii) made any capital expenditure or commitment;

(iii) increased its indebtedness for borrowed money or made any loan or advance, or assumed, guaranteed or otherwise became liable with respect to the liabilities or obligation of any Person;

(iv) removed any auditor or director or terminated any officer or other senior employee;

(v) granted any increase in the rate of wages, salaries, bonuses or other remuneration of any employees of the Purchaser or Subco except as may be required by the terms of any material agreement;

(vi) suffered any extraordinary loss, whether or not covered by insurance;

(vii) cancelled or waived any material claims or rights;

(viii) compromised or settled any litigation, proceeding or other governmental action relating to the assets or business of the Purchaser or Subco;

(ix) cancelled or reduced any of its insurance coverage; or

(x) authorized, agreed or otherwise committed, whether or not in writing, to do any of the foregoing.

(p) **No Material Adverse Effect**. Since incorporation, there has not been any Material Adverse Effect on the Purchaser.

(q) **Compliance with Laws**. Each of the Purchaser and Subco is conducting and has conducted its business in compliance with all applicable Laws other than acts of non-compliance which, in the aggregate, would not cause a Material Adverse Effect on the Purchaser.

(r) **Authorizations**. Each of the Purchaser and Subco owns, holds, possesses and lawfully uses in the operation of its business, all authorizations, permits and

licenses which are, in any manner, necessary or desirable for it to conduct its business as presently or previously conducted or for the ownership, lease and use of its assets in compliance with all applicable Laws. Each authorization is valid, subsisting and in good standing, and neither the Purchaser nor Subco is in default or breach of any authorization, permit or license and, to the knowledge of the Purchaser or Subco, no proceeding is pending or threatened to revoke or limit any authorization, permit or license. All authorizations, permits and licenses are renewable by their terms or in the ordinary course without the need for the Purchaser or Subco, as applicable, to comply with any special rules or procedures, agree to any materially different terms or conditions or pay any amounts other than routine filing fees.

(s) **Contracts**. Except as set out in the Continuous Disclosure Materials, neither the Purchaser nor Subco is party to or bound by:

(i) any continuing contract for the purchase of materials, supplies, equipment or services;

(ii) any contract that expires or may be renewed at the option of any Person so as to expire more than one year after the date of this Agreement;

(iii) any trust indenture, mortgage, promissory note, loan agreement or other contract for the borrowing of money, any currency exchange, commodities or other hedging arrangement or any leasing transaction of the type required to be capitalized in accordance with generally accepted accounting principles;

(iv) any contract for capital expenditures;

(v) any contract pursuant to which the Purchaser or Subco, as applicable, is a lessor of any machinery, equipment, motor vehicles, office furniture, fixtures or other personal property;

(vi) any agreement of guarantee, support, indemnification, assumption or endorsement of, or any similar commitment with respect to, the obligations, liabilities (whether accrued, absolute, contingent or otherwise) or indebtedness of any other Person; or

(vii) any oral or written contracts of employment which may not be terminated on six months' notice or which provide for payments occurring on a change of control of the Purchaser or Subco, as applicable.

(t) **No Breach of Contracts**. Each of the Purchaser and Subco has the corporate power and capacity to enter into contracts. Each of the Purchaser and Subco is duly qualified to carry on business and is not in default or material breach of any such contract. No actions have been taken, or, to the knowledge of the Purchaser and Subco, are pending for the termination of any such contract.

(u) **Listed for Trading**. All of the issued and outstanding common shares in the capital of the Purchaser are listed and posted for trading on the NEX, subject to any escrow agreements signed by certain shareholders of the Purchaser according to applicable TSXV Policies. The Purchaser is not in default of any of the terms and conditions of its listing agreement with the NEX or of any of the policies or rules of the NEX, and the Purchaser has, and immediately after the Amalgamation, shall have, adequate public distribution of its common shares to meet the TSXV Policy 2.1 – *Initial Listing Requirements,* as may be amended from time to time.

(v) **Cease Trading**. Except for the trading halt implemented by the TSXV in connection with the Acquisition and in connection with the transfer of the listing of the common shares in the capital of the Purchaser from the TSXV to the NEX, the common shares in the capital of the Purchaser are not subject to or affected by any actual or, to the knowledge of the Purchaser, pending or threatened cease trading, compliance or denial of use of exemptions orders of, or action, investigation or proceeding by or before, any Governmental Authority.

(w) **Accuracy of Continuous Disclosure Record**.

(i) The Continuous Disclosure Materials contain no untrue statement of a material fact as at the date thereof nor do they omit to state a material fact which, at the date thereof, was required to have been stated or was necessary to prevent a statement that was made from being false or misleading in the circumstances in which it was made and were prepared in accordance with and complied with applicable Laws.

(ii) Since becoming a reporting issuer, the Purchaser has filed with all applicable securities regulatory authorities all forms, reports and documents required to be filed by it pursuant to all applicable Laws, instruments and policies and all such filings, when made, complied in all material respects with the then applicable Laws, instruments and policies. The Continuous Disclosure Materials were materially accurate as of their respective dates and may be relied upon by the Company in consummating the Acquisition. The Purchaser has made timely disclosure of all material changes relating to it and no such disclosure has been made on a confidential basis and there is no material change relating to the Purchaser which has occurred with respect to which the requisite material change statement has not been filed.

(x) **Financial Statements**. The Purchaser's Financial Statements have been, or shall be, prepared in all material respects in accordance with accounting policies consistent with the International Financial Reporting Standards issued by the International Accounting Standards Board and Canadian GAAP as applicable, are true and correct and present fairly the assets, liabilities, (whether accrued, absolute, contingent or otherwise) and financial position of the Purchaser as at the

respective dates of the relevant statements and the results of operations and the changes in financial position of the Purchaser for the periods specified.

(y) **No Reportable Event with Auditors**. There has not been any reportable event (within the meaning of section 4.11 of National Instrument 51-102 – *Continuous Disclosure Obligations*) with the auditors of the Purchaser and Subco.

(z) **No Liabilities**. Neither the Purchaser nor Subco has any liabilities or obligations of any nature (whether absolute, accrued, contingent or otherwise) except for liabilities incurred in the ordinary course of business since incorporation.

(aa) **Brokers**. Neither the Purchaser or Subco has incurred any obligation or liability, contingent or otherwise, for brokerage fees, agent's commissions, finder's fees or any like payment in respect of the transactions contemplated in this Agreement and any Transaction Related Agreements to which it is a party.

(bb) **Tax Matters**. Each of the Purchaser and Subco have filed or caused to be filed, within the times and in the manner prescribed by Law, all federal, provincial, local and foreign tax returns and tax reports which are required to be filed by or with respect to the Purchaser or Subco, as applicable. The information contained in such returns and reports is correct and complete in all material respects and, to the knowledge of the Purchaser and Subco, such returns and reports reflect accurately all material liability for Taxes of the Purchaser and Subco for the periods covered thereby. All federal, provincial, local and foreign income, profits, franchise, sales, use, occupancy, excise and other Taxes and assessments (including interest and penalties) that are or may become payable by or due from the Purchaser or Subco have been fully paid or fully disclosed and fully provided for in the corporate records of the Purchaser and the Purchaser's Financial Statements. There are no outstanding agreements or waivers extending the statutory period providing for an extension of time with respect to the assessment or re-assessment of Tax or the filing of any tax return by, or any payment of any Tax by the Purchaser or Subco, no notice of assessment or reassessment has been received and to the knowledge of the Purchaser or Subco, no examination of any tax return of the Purchaser or Subco is currently in progress. There are no Claims or, to the knowledge of the Purchaser or Subco, any investigation pending or threatened against the Purchaser or Subco relating to Taxes and the Purchaser or Subco know of no valid basis for any such Claim or investigation.

(cc) **Payments to Directors and Officers**. No payments of any kind have been made or authorized by or on behalf of the Purchaser or Subco to or on behalf of directors, officers, shareholders or employees of the Purchaser or Subco, as applicable, or under any management agreements with the Purchaser or Subco other than in the ordinary course of business.

(dd) **Arm's Length Transactions**. Except as disclosed in the Continuous Disclosure Materials, neither the Purchaser nor Subco is not a party to any contract,

agreement or understanding with any director, employee, shareholder or any other Person not dealing at arm's length with the Purchaser or Subco.

(ee) **Indebtedness of Directors and Officers**. None of the directors, officers, employees or any other Person not dealing at arm's length with the Purchaser or Subco are now indebted or under an obligation to the Purchaser or Subco, as applicable, on any account whatsoever. Neither the Purchaser nor Subco is in debt or under any obligation to any directors, officers, employees or any other Person not dealing at arm's length with the Purchaser or Subco, as applicable.

(ff) **Board Approvals**. The board of directors of each of the Purchaser and Subco has duly authorized or will authorize, as applicable, the entry, execution and delivery of this Agreement and the Transaction Related Agreements to which the Purchaser or Subco, as applicable, is a party and the consummation of the transactions contemplated by this Agreement and the Transaction Related Agreements.

(gg) **Other Approvals**. There are no other approvals, consents or waivers from shareholders, any Governmental Authority or third parties that are required to be obtained by the Purchaser or Subco to complete the transactions contemplated by this Agreement and the Transaction Related Agreements to which it is a party, except for Shareholder Approval and TSXV Acceptance.

(hh) **Interest in Material Transactions**. Except as disclosed in the Continuous Disclosure Materials and Robert Buchan's and Fraser Buchan's interest in the Acquisition as disclosed to the Company, none of: (i) the directors, officers or employees of either the Purchaser or Subco; (ii) any Person who owns, directly or indirectly, more than 10% of any class of securities of the Purchaser or Subco; or (iii) any associate or affiliate of any of the foregoing, had or has any material interest, direct or indirect, in any material transactions or any proposed material transaction with the Purchaser or Subco, including the Acquisition, which, as the case may be, materially affects, is material to or will materially affect the Purchaser or Subco, as applicable.

(ii) **Litigation**. There are no actions, suits or proceedings, at Law or in equity, by any Person nor any arbitration, administrative or other proceeding by or before (or to the knowledge of the Purchaser or Subco, as applicable, any investigation by) any Governmental Authority pending, or, to the knowledge of Purchaser or Subco, as applicable, threatened against or affecting the Purchaser or Subco, the Purchaser's or Subco's business or any of the assets of Purchaser or Subco, and to the knowledge of the Purchaser and Subco, as applicable, there is no valid basis for any such action, suit, proceeding, arbitration or investigation by or against the Purchaser or Subco. Neither the Purchaser nor Subco is subject to any judgment, Order or decree entered in any lawsuit or proceeding nor has the Purchaser or Subco settled any claim prior to being prosecuted in respect of it. Neither the Purchaser nor Subco is the plaintiff or complainant in any action, suit or proceeding.

(jj) **Non-Competition**. There is no non-competition, exclusivity or other similar agreement, commitment or understanding in place to which either the Purchaser or Subco is a party or by which it is otherwise bound that would now or hereafter in any way limit its business or operations in a particular manner or to a particular locality or geographic region or for a specified period of time and the execution, delivery and performance of its obligations under this Agreement and the Transaction Related Agreements to which it is a party do not and will not result in any restriction on the either the Purchaser or Subco from engaging in its business or from competing with any Person or in any geographic area.

4.2 No Further Representations or Warranties

Except as specifically set out in this Article 4, no further representations or warranties are made by either the Purchaser or Subco.

ARTICLE 5
COVENANTS OF THE COMPANY

5.1 Covenants of the Company

The Company covenants with the Purchaser and Subco that:

(a) except: (i) as contemplated in this Agreement and in the applicable Transaction Related Agreements; (ii) as necessary for the Company or a Telegraph Subsidiary to effect the Offering and the Acquisition; (iii) in the ordinary course of business; (iv) in connection with the Reorganization; (v) in connection with the acquisition of the White Bear Claims; (vi) in connection with the acquisition of the Castle Mountain Claims; or (vii) with the prior written consent of the Purchaser, which consent shall not be unreasonably delayed or withheld, up to and including the Amalgamation Date, the Company shall not, and shall not agree to, and shall not cause either Telegraph Subsidiary to or to agree to:

(i) incur any debt other than debt incurred in the ordinary course of business or to cease to maintain its good standing under applicable corporate and securities Laws;

(ii) declare or pay or set aside any dividends or distribute any of its properties or assets or make any payment by way of return of capital to its shareholders;

(iii) effect any subdivision, consolidation or reclassification of any of its share capital;

(iv) redeem, purchase or offer to purchase any of its common shares or other securities;

(v) make any reduction in or otherwise make any payment on account of its paid-up capital;

(vi) reorganize, amalgamate or merge with any other entity or other business organization whatsoever;

(vii) alter or amend its constating documents as they exist of the date of this Agreement;

(viii) issue any common shares, rights, warrants or options to purchase common shares or any securities convertible into common shares, warrants or options in its capital;

(ix) enter into any transaction with or make payments to a party or parties with which it does not deal at arm's length;

(x) grant any director, officer or employee any increase in compensation or in severance or termination pay or enter into any employment or consulting agreement with any such director, officer or employee, or hire or promote any such Person;

(xi) enter into or modify any employment, severance, collective bargaining or similar agreements, policies or arrangements with, or grant any bonuses, salary increases, severance or termination pay to, any of its employees, officers or directors, other than pursuant to agreements in effect on the date hereof;

(xii) engage in any business enterprise or other activity different from that carried on as of the date hereof or conduct its business except in the usual and ordinary course consistent with past practice;

(xiii) take any action which would be outside the ordinary course of business or which may result in a Material Adverse Effect on the Company;

(xiv) perform any act or enter into any transaction or negotiation which might materially adversely interfere or be materially inconsistent with the consummation of the transactions contemplated by this Agreement;

(xv) adopt a plan of liquidation or resolutions providing for the liquidation, or dissolution of the Company or a Telegraph Subsidiary;

(xvi) enter into new commitments of a capital expenditure nature or incur any new contingent liabilities other than: (A) ordinary course expenditures; (B) expenditures required by Law; (C) expenditures made in connection with the Acquisition or the Offering; and (D) capital expenditures required to prevent the occurrence of a Material Adverse Effect on the Company;

(xvii) authorize any release or relinquishment of any material contractual right; or

(xviii) waive, release, grant or transfer any material rights of value or modify or change in any material respect any existing material license, lease, contract, government land concession or other material document;

(b) the Company shall provide prompt and full disclosure to the Purchaser and Subco of any material information, change or event in the business, operations, financial condition or other affairs of the Company or the Telegraph Subsidiaries, as applicable, except as contemplated in this Agreement, prior to the Amalgamation Date;

(c) the Company shall not and shall not cause any of the Telegraph Subsidiaries to take any action, or fail to take any action, which would or may be reasonably expected to result in the representations and warranties set out in Section 3.1 being untrue in any material respect and shall notify the Purchaser and Subco upon becoming aware that any of the representations and warranties of the Company contained in Article 3 are no longer true and correct in any material respect;

(d) the Company shall and shall cause the Telegraph Subsidiaries to, until the Amalgamation Date, during normal business hours:

(i) keep the Company Due Diligence Materials or exact copies thereof at the Toronto offices of Osler, Hoskin & Harcourt LLP and such materials or copies thereof shall remain available for inspection by the counsel, auditors and representatives of the Purchaser and Subco, at the Toronto offices of Osler, Hoskin & Harcourt LLP;

(ii) make available for inspection by the counsel, auditors and representatives of the Purchaser and Subco, at such location as is appropriate, the books, records, contracts, documents, correspondence and other written materials of the Company and the Telegraph Subsidiaries, provided such persons do not unduly interfere in the operations of the Company or the Telegraph Subsidiaries;

(iii) authorize and permit such persons at the risk and the sole cost of the Purchaser, and only if such persons do not unduly interfere in the operations of the Company or the Telegraph Subsidiaries to attend at all of its places of business to inspect its assets and financial records; and

(iv) require the applicable management personnel to respond to all reasonable inquiries concerning the business, assets or the conduct of the Company's and the Telegraph Subsidiaries' businesses,

provided that no investigations made shall have the effect of waving, diminishing the scope of, or otherwise affecting any representation or warranty made by the Company;

(e) the Company shall and shall cause the Telegraph Subsidiaries to use its commercially reasonable efforts to take, or cause to be taken, promptly, all actions, and to do, or cause to be done, promptly, all things necessary, proper or advisable under this Agreement to complete the transactions contemplated by this Agreement and the Transaction Related Agreements to which it is a party, including providing updated financial statements of the Company as may be required to obtain the TSXV Acceptance, and obtain shareholder approval of the Amalgamation;

(f) the Company shall use its best efforts to prepare, file and deliver in accordance with applicable securities Laws and the OBCA, in consultation with the Purchaser, and accepting all reasonable comments made by the Purchaser, all materials relating to the special meeting of shareholders of the Company to be held for the purposes of considering the Amalgamation, which special meeting shall comply in all respects with applicable Law and be held no later than January 25, 2013;

(g) the Company shall use its commercially reasonable efforts to obtain updates and amendments to the Telegraph Technical Reports as required to ensure compliance of such report with the requirements of NI 43-101 and acceptability of such report for the purposes of filing with the TSXV and on SEDAR;

(h) the Company shall use its commercially reasonable efforts to complete the Offering in accordance with the terms and conditions of the Agency Agreement prior to the Amalgamation on the understanding that the Company shall be entitled to pay the Agents' Commission and issue the Agents' Warrants upon the completion of the Offering;

(i) the Company shall and shall cause the Telegraph Subsidiaries to use its commercially reasonable efforts to promptly take, or cause to be promptly taken, all actions, and to do, or cause to be done, promptly, all things necessary, proper or advisable to enable the Purchaser to satisfy the conditions set out in the TSXV Acceptance or as required by the TSXV including in connection with the Information Circular and other filings of the Purchaser with the TSXV; and

(j) to the extent required by the TSXV, the Company shall, and shall cause its respective directors, senior officers and beneficial owners, to deliver to the TSXV personal information forms and the undertakings referred to under TSXV Policy 5.4 – *Escrow, Vendor Consideration and Resale Restrictions*.

ARTICLE 6
COVENANTS OF THE PURCHASER AND SUBCO

6.1 Covenants of the Purchaser and Subco

Each of the Purchaser and Subco covenant with the Company that:

(a) except: (i) as contemplated by this Agreement and in the Transaction Related Agreements to which it is a party; (ii) in the ordinary course of business; (iii) as contemplated in connection with the Name Change and Board Change; or (iv) with the prior written consent of the Company, such consent not to be unreasonably delayed or withheld, up to and including the Amalgamation Date, each of the Purchaser and Subco shall not, and shall not agree to:

(i) incur any debt other than debt incurred in the ordinary course of business or cease to maintain its good standing under applicable corporate and securities Laws;

(ii) use cash other than to pay for costs associated with maintaining the Purchaser as a reporting issuer listed on the TSXV or NEX and with the completion of the transactions contemplated by this Agreement and any applicable Transaction Related Agreements;

(iii) declare or pay or set aside any dividends or distribute any of its properties or assets or make any payment by way of return of capital to its shareholders;

(iv) effect any subdivision, consolidation or reclassification of any of its share capital, other than in connection with the listing of the Purchaser's common shares on the NEX;

(v) redeem, purchase or offer to purchase any of its shares or other securities;

(vi) make any reduction in or otherwise make any payment on account of its paid-up capital;

(vii) reorganize, amalgamate or merge with any other entity or other business organization whatsoever;

(viii) alter or amend its constating documents as they exist of the date of this Agreement;

(ix) issue any common shares, rights, warrants or options to purchase common shares or any securities convertible into common shares, warrants or options in its capital;

(x) enter into any transaction with or make payments to a party or parties with which it does not deal at arm's length;

(xi) grant any director, officer or employee any increase in compensation or in severance or termination pay or enter into any employment or consulting agreement with any such director, officer or employee, or hire or promote any such Person;

(xii) enter into or modify any employment, severance, collective bargaining or similar agreements, policies or arrangements with, or grant any bonuses, salary increases, severance or termination pay to, any of its employees, officers or directors, other than pursuant to agreements in effect on the date hereof;

(xiii) enter into any agreement, contract or arrangement without obtaining the prior written consent of the Company;

(xiv) engage in any business enterprise or other activity different from that carried on as of the date hereof or conduct its business except in the usual and ordinary course consistent with past practice;

(xv) take any action which would be outside the ordinary course of business or which may result in a Material Adverse Effect on the Purchaser;

(xvi) perform any act or enter into any transaction or negotiation which might materially adversely interfere or be materially inconsistent with the consummation of the transactions contemplated by this Agreement;

(xvii) adopt a plan of liquidation or resolutions providing for the liquidation, or dissolution of the Purchaser or Subco;

(xviii) enter into new commitments of a capital expenditure nature or incur any new contingent liabilities other than: (A) ordinary course expenditures; (B) expenditures required by Law; (C) expenditures made in connection with the Acquisition or the Offering; and (D) capital expenditures required to prevent the occurrence of a Material Adverse Effect on the Purchaser;

(xix) authorize any release or relinquishment of any material contractual right; or

(xx) waive, release, grant or transfer any material rights of value or modify or change in any material respect any existing material license, lease, contract, government land concession or other material document;

(b) the Purchaser and Subco shall provide prompt and full disclosure to the Company of any material information, change or event in the business, operations, financial condition or other affairs of the Purchaser and Subco, except as contemplated in this Agreement, prior to the Amalgamation Date;

(c) the Purchaser and Subco shall not take any action, or fail to take any action, which would or may be reasonably expected to result in the representations and warranties set out in Section 4.1 being untrue in any material respect and shall notify the Company upon becoming aware that any of the representations and warranties of the Purchaser or Subco contained in Article 4 are no longer true and correct in any material respect;

(d) the Purchaser and Subco shall, until the Amalgamation Date, during normal business hours:

(i) make available for inspection by the counsel, auditors and representatives of the Company, at such location as is appropriate, the Purchaser's and Subco's books, records, contracts, documents, correspondence and other written materials, provided such persons do not unduly interfere in the operations of the Purchaser or Subco;

(ii) authorize and permit such persons at the risk and the sole cost of the Company, and only if such persons do not unduly interfere in the operations of the Purchaser, to attend at all of its places of business to inspect its assets and financial records; and

(iii) require the Purchaser's and Subco's management personnel to respond to all reasonable inquiries concerning the Purchaser's and Subco's business, its assets or the conduct of its business;

provided that no investigations made shall have the effect of waving, diminishing the scope of, or otherwise affecting any representation or warranty made by the Purchaser or Subco;

(e) the Purchaser shall use its best efforts to prepare and file with the TSXV on a timely basis, and in no event later than November 16, 2012, in consultation with the Company and accepting all reasonable comments made by the Company, the Information Circular, together with any other documents required by applicable Laws (which shall be in form and substance satisfactory to the Company, acting reasonably), in accordance with TSXV Policy 2.4 – *Capital Pool Companies*, as may be amended from time to time, and all other applicable Laws;

(f) the Purchaser shall use its best efforts to prepare, file and deliver in accordance with applicable securities Laws, the OBCA and the TSXV Policies, in consultation with the Company and accepting all reasonable comments made by the Company, all materials relating to the Meeting, including the Information Circular, which Meeting shall comply in all respects with applicable Law and be held no later than January 25, 2013;

(g) the Purchaser shall use its commercially reasonable efforts to take, or cause to be taken, promptly all actions, and to do, or cause to be done, promptly all things necessary, proper or advisable under this Agreement to complete the transactions contemplated by this Agreement and by the Transaction Related Agreements, including to procure the TSXV Acceptance and the Shareholder Approval, and to have the resulting issuer listed, upon the completion of the Amalgamation, on the TSXV as a Tier 1 issuer as set out in TSXV Policy 2.1 – *Initial Listing Requirements*, as amended from time to time;

(h) in connection with the Amalgamation the Purchaser shall reconstitute its board of directors to be composed of seven members or such other number as determined

by the Company, and shall appoint new members, approved solely by the Company, to such reconstituted board effective immediately following the Amalgamation, provided that one current board member of the Purchaser as of the date of this Agreement shall remain a member of the reconstituted board (the "**Board Change**"); and

(i) immediately prior to or following completion of the Amalgamation, the Purchaser shall complete the Name Change and amend the Purchaser's TSXV ticker symbol to "TGG" or another symbol determined by the Company which has been accepted by the TSXV.

ARTICLE 7
CONDITIONS PRECEDENT TO THE AMALGAMATION

7.1 Parties' Mutual Conditions Precedent

The obligations of each Party to effect the Amalgamation shall be conditional upon and subject to the following conditions, which may not be waived by the Parties:

(a) the TSXV shall have conditionally accepted in writing ("**TSXV Acceptance**") the transactions contemplated under this Agreement and by the Transaction Related Agreements including acceptance by the TSXV of the issuance of the Consideration Shares, Consideration Options and Consideration Warrants and confirmation by the TSXV that, upon the completion of the Amalgamation in accordance with the terms and conditions set out in this Agreement, the Purchaser shall be listed on the TSXV as a Tier 1 or Tier 2 issuer as set out in the TSXV Policy 2.1 – *Initial Listing Requirements*, as may be amended from time to time;

(b) the Purchaser and Subco shall have obtained all authorizations, approvals and other actions by, and have made all filings with any Governmental Authority from whom any such authorization, approval or other action is required to be obtained or to be made in connection with the transactions contemplated by this Agreement and the Transaction Related Agreements, and all such authorizations, approvals and other actions are in full force and effect and all such filings have been accepted;

(c) no action or proceeding at Law or in equity shall be pending or threatened by any Person to enjoin or prohibit:

(i) the Amalgamation or the Amalgamation Agreement to be entered into or the consummation of the Acquisition; or

(ii) the right of any of the Company or the Telegraph Subsidiaries to conduct its operations and carry on, in the normal course, its business and operations as it has carried on in the past;

(d) on or prior to January 25, 2013, the Purchaser shall have obtained Shareholder Approval;

(e) on or prior to January 25, 2013, the Company shall have obtained shareholder approval in connection with the Amalgamation;

(f) the Company shall have completed the Offering; and

(g) this Agreement shall not have been terminated in accordance with its terms.

7.2 Conditions Precedent in Favour of the Purchaser and Subco

The obligations of the Purchaser and Subco to effect the Amalgamation under this Agreement and the Amalgamation Agreement are subject to the following conditions for the exclusive benefit of the Purchaser and Subco to be fulfilled in the reasonable opinion of the Purchaser or, in the Purchaser's discretion, to be waived by the Purchaser prior to the Amalgamation:

(a) except as affected by the transactions contemplated in this Agreement or any applicable Transaction Related Agreement, the representations and warranties of the Company contained in Article 3 shall be true and correct on the Amalgamation Date (except for representations and warranties that are made as of a specified date, which shall be true and correct as of such specified date) with the same effect as though such representations and warranties had been made at and as of such date, and the Purchaser and Subco shall have received a certificate, dated the Amalgamation Date, of a senior officer of the Company to that effect;

(b) the Company shall have complied with all covenants and agreements agreed in this Agreement including those set out in Section 5.1 and in the Transaction Related Agreements to be performed or caused to be performed by the Company or the Telegraph Subsidiaries, on or before the Amalgamation Date and the Purchaser and Subco shall have received a certificate, dated the Amalgamation Date, of a senior officer of the Company to that effect;

(c) there shall not have been any Material Adverse Effect on the Company;

(d) the Telegraph Technical Reports, each in a form acceptable to the TSXV, shall have been delivered to the Purchaser, prior to the Amalgamation Date; and

(e) the Company shall have delivered and shall have caused the Telegraph Subsidiaries to deliver, as applicable, the documents contemplated by Section 8.1.

7.3 Conditions Precedent in Favour of the Company

The obligations of the Company to effect the Amalgamation under this Agreement are subject to the following conditions for the exclusive benefit of the Company to be fulfilled in the reasonable opinion of the Company, or in the Company's discretion, to be waived by the Company prior to the Amalgamation:

(a) Immediately prior to or following completion of the Amalgamation, the Purchaser shall have completed the Name Change and the Board Change;

(b) except as affected by the transactions contemplated in this Agreement or any applicable Transaction Related Agreement, the representations and warranties of the Purchaser and Subco contained in Article 4 shall be true and correct on the Amalgamation Date (except for representations and warranties that are made as of a specified date, which shall be true and correct as of such specified date) with the same effect as though such representations and warranties had been made at and as of such date, and the Company shall have received a certificate to, dated the Amalgamation Date, of a senior officer of each of the Purchaser and Subco to that effect;

(c) each of the Purchaser and Subco shall have complied with all covenants and agreements agreed in this Agreement including those set out in Section 6.1 and in the Transaction Related Agreements to be performed or caused to be performed by the Purchaser and Subco, respectively, on or before the Amalgamation Date and the Company shall have received a certificate, dated the Amalgamation Date, of a senior officer of each of the Purchaser and Subco to that effect;

(d) each of the Purchaser and Subco shall, except for the liabilities and obligations set out in this Agreement and the Transaction Related Agreements and liabilities incurred in the ordinary course of business, have no liabilities or obligations (contingent or otherwise), excluding liabilities relating to legal fees and disbursements of the Purchaser and Subco's counsel, fees and expenses of the Purchaser's and Subco's auditors and other fees incurred in connection with the Acquisition (the "**Excluded Liabilities**"), and the Company shall have received a certificate, dated the Amalgamation Date, of a senior officer of each of the Purchaser and Subco to that effect;

(e) the Purchaser shall have terminated all leases and agreements relating to administration services to which it is a party without any further liability to the Purchaser or the resulting issuer following the Amalgamation;

(f) there shall not have been any Material Adverse Effect on the Purchaser;

(g) subject to the obligations of the Purchaser and Subco with respect to the Excluded Liabilities, the Purchaser and Subco shall have a positive cash balance in each of their bank accounts following the satisfaction of all invoices of the Purchaser and Subco received in connection with the Acquisition and the ordinary course of business;

(h) Fraser Buchan shall have accepted appointment as a director and officer of the resulting issuer, as such term is defined in the TSXV Policies, which appointment shall be effective immediately following the completion of the Amalgamation;

(i) the Purchaser shall have delivered to the Company independent third party evidence, in a form acceptable to the TSXV, that the Purchaser meets the requirements of TSXV Policy 2.1 – *Initial Listing Requirements*, as may be

amended from time to time, as a Tier 1 or Tier 2 issuer including as they relate to "Public Distribution";

(j) Foxpoint shall have made all continuous disclosure filings, including financial statements and related management discussion and analysis and certifications, for periods ended prior to the Amalgamation Date; and

(k) each of the Purchaser and Subco shall have delivered the documents contemplated by Section 8.2.

ARTICLE 8
CLOSING

8.1 Documents to be Delivered by the Company Prior to the Amalgamation

Prior to the completion of the Amalgamation, and in addition to the documentation which is required by the agreements and conditions precedent set out in this Agreement, the Company shall also execute and deliver or cause to be delivered all such other documents, resolutions and instruments as may be necessary, in the opinion of counsel for the Purchaser and Subco, acting reasonably, to consummate the Amalgamation and any related transactions and in particular including:

(a) certified copies of the resolutions or minutes of meetings of the directors and the shareholders, as applicable, of the Company and the Telegraph Subsidiaries approving this Agreement, the applicable Transaction Related Agreements, and the transactions contemplated by such agreements, including the Amalgamation;

(b) the Amalgamation Agreement and related documents executed by the Company and the Telegraph Subsidiaries, as applicable;

(c) title opinions in respect of the Mining Claims and, if applicable, the White Bear Claims, in the same scope and substance as the title opinions delivered to the Agents in connection with the Offering and satisfactory to the Purchaser;

(d) a certificate of a senior officer of the Company to the Purchaser dated the Amalgamation Date certifying:

(i) that the Offering has been completed and the number of securities issued in connection with the Offering;

(ii) the amount and release of proceeds of the Offering to the Company;

(iii) that attached to such certificate is a true and correct copy of the executed Agency Agreement; and

(iv) that attached to such certificate is a list of shareholders of the Company immediately prior to the Amalgamation reflecting the completion of the Offering;

(e) a certificate of a senior officer of each of the Company and the Telegraph Subsidiaries to the Purchaser and Subco dated the Amalgamation Date certifying:

(i) the charter documents and by-laws of the Company and the Telegraph Subsidiaries; and

(ii) a list of the officers and directors of the Company and the Telegraph Subsidiaries authorized to sign agreements together with their specimen signatures for each of the Company and the Telegraph Subsidiaries;

(f) certificate of status or like certificate with respect to each of the Company and the Telegraph Subsidiaries issued by appropriate government officials;

(g) all necessary documents and instruments, each duly executed by the Company and the Telegraph Subsidiaries, as required to give effect to the Acquisition;

(h) all necessary documents and instruments, each duly executed by the Company and the Telegraph Subsidiaries as required to give effect to the Reorganization; and

(i) all such other documents and instruments as counsel to the Purchaser and Subco may reasonably require to ensure the consummation of the Acquisition.

8.2 Documents to be Delivered by the Purchaser and Subco Prior to the Amalgamation

Prior to the completion of the Amalgamation, and in addition to the documentation which is required by the agreements and conditions precedent set out in this Agreement, the Purchaser and Subco shall also execute and deliver or cause to be delivered all such documents, resolutions and instruments as are necessary, in the opinion of counsel for the Company, acting reasonably, to consummate the Amalgamation and any related transactions and in particular including:

(a) certified copies of the resolutions or minutes of the meetings of the directors of the Purchaser and Subco approving this Agreement, the applicable Transaction Related Agreements and the transactions contemplated by such agreements;

(b) a certified copy of the resolution from the Meeting evidencing the Shareholder Approval;

(c) the Amalgamation Agreement and all related documents executed by the Purchaser and Subco;

(d) the letter of the TSXV evidencing the TSXV Acceptance;

(e) certificates representing the Consideration Shares registered in the names of the former shareholders of the Company;

(f) option agreements for each holder of Consideration Options as contemplated by Section 2.3;

(g) certificates representing the Consideration Warrants registered in the names of former warrantholders of the Company;

(h) copies of the regulatory filings made by the Purchaser to effect the Consolidation and the Name Change;

(i) resignations and releases of each director and officer of the Purchaser (including Fraser Buchan but only with respect to his position as President and Chief Executive Officer) and Subco dated as of the Amalgamation Date, in a form satisfactory to the Company;

(j) a certificate of a senior officer of each of the Purchaser and Subco to the Company dated the Amalgamation Date certifying:

(i) the charter documents and articles of the Purchaser and Subco; and

(ii) a list of its officers and directors authorized to sign agreements together with their specimen signatures for each of the Purchaser and Subco;

(k) a certificate of status or like certificate with respect to each of the Purchaser and Subco issued by appropriate government officials;

(l) all necessary documents and instruments, each duly executed by the Purchaser and Subco, as required to give effect to the Acquisition; and

(m) all such other documents and instruments as counsel for the Company may reasonably require in order to ensure the consummation of Acquisition.

8.3 Date and Place of Closing

The closing of the Acquisition will take place on the Amalgamation Date in the offices of Osler, Hoskin & Harcourt LLP located at Suite 6300, 1 First Canadian Place, 100 King Street West, Toronto, Ontario, Canada or at any other place as the Parties may agree.

ARTICLE 9
NON-DISCLOSURE AND PUBLIC ANNOUNCEMENTS

9.1 Non-Disclosure

(a) Subject to the provisions set out in this Agreement and except as required by Law, the TSXV Policies or pursuant to any Order, including the requirement to complete and file the Information Circular in accordance with the TSXV Policies, each Party, for itself and its officers, directors, shareholders, consultants, employees, agents and its subsidiaries, agrees that all information provided by one Party to another Party is confidential and it shall not disseminate or disclose, or knowingly allow, permit or cause others to disseminate or disclose to other Persons, prior to and following the Amalgamation Date, without the other Party's express written consent: (i) the nature, substance and content of the discussions or

negotiations between the Parties involving this Agreement and the transactions contemplated by this Agreement; (ii) any statements or representations (whether verbal or written) made by any Party in the course of or in connection with the foregoing discussions; or (iii) any written or oral material generated by or on behalf of, or provided to, any Party in connection with or regarding the transactions contemplated by this Agreement.

(b) Notwithstanding Section 9.1(a), information shall not be confidential that:

(i) is or becomes generally available to the public other than as a result of a disclosure in violation of this Agreement;

(ii) becomes available to a Party on a non-confidential basis from a source other than the Party disclosing such information, or its officers, directors, shareholders, consultants, employees or agents, unless the recipient Party knows that such source is prohibited from disclosing the information to by a contractual, fiduciary or other legal obligation; or

(iii) was known on a non-confidential basis before its disclosure to the recipient Party by the Party disclosing such information or its officers, directors, shareholders, consultants, employees or agents.

(c) In the event the recipient Party is required by Law to disclose any confidential information, the recipient Party shall, to the extent not prohibited by applicable Law, provide the Party disclosing such information with prompt notice of such requirement so that the Party disclosing such information may seek a protective Order or other appropriate remedy and the recipient Party shall assist the Party disclosing such information however practicable in connection with same.

(d) Subject to the next sentence, if this Agreement is terminated, promptly after such termination the recipient Party shall return or cause to be returned or destroyed all documents, work papers and other material (whether in written, printed or electronic form and including all copies) obtained from the Party disclosing such information, or its officers, directors, shareholders, consultants, employees or agents, in connection with this Agreement and not previously made public together with all derivative materials prepared or created by the recipient Party. The recipient Party may retain one copy of all such documents, work papers and other materials in a sealed envelope left with its solicitors, which sealed envelope is not to be opened except in circumstances where this Agreement or the transactions contemplated by this Agreement are the subject of a Claim or otherwise with the consent of the Party disclosing such information.

9.2 Public Announcements

The Parties shall plan and co-ordinate any public notices, press releases and any other publicity concerning the Acquisition, the Amalgamation, this Agreement and the Transaction Related Agreements and no Party shall act in this regard without the prior approval of the other Parties, such approval not to be unreasonably withheld or delayed, unless such disclosure is required to

meet timely disclosure obligations of any Party under applicable Laws or stock exchange rules in circumstances where prior consultation with the other Parties is not practicable, and to the extent reasonably practicable, a copy of such disclosure is provided to the other Parties at such time as it is made publicly available.

ARTICLE 10
FORCE MAJEURE

10.1 Events

If any Party is at any time prevented or delayed in complying with any provisions of this Agreement by reason of acts of God, or any other reason or reasons beyond the control of that Party, then the time limit for the performance by that Party of its respective obligations hereunder shall be extended by a period of time equal in length to the period of each such prevention or delay.

10.2 Notice

A Party shall, within seven calendar days, give notice to the other Parties of each event of force majeure under Section 10.1, and upon cessation of such event shall furnish the other Parties with notice of that event together with particulars of the number of days by which the obligations of that Party have been extended by virtue of such event of force majeure and all preceding events of force majeure.

ARTICLE 11
ARBITRATION

11.1 Matters for Arbitration

The Parties agree that all questions or matters in dispute with respect to this Agreement, including its negotiation, validity, existence, breach, termination, construction or application and the rights, duties or obligations of any Party, shall, in so far as lawfully possible, be referred to and determined by arbitration pursuant to the Arbitration Act and the terms of this Agreement.

11.2 Notice

It shall be a condition precedent to the right of any Party to submit any matter to arbitration pursuant to the provisions of this Agreement that any Party intending to refer any matter to arbitration shall have given not less than five calendar days' prior written notice of its intention to do so to the other Parties together with particulars of the matter in dispute. On the expiration of such five calendar days the Party who gave such notice may proceed to refer the dispute to arbitration as provided in Section 11.3.

11.3 Appointments

Any Party may demand arbitration, which arbitration shall be conducted by a single arbitrator in accordance with the Arbitration Act. The Party asserting the claim and the opposing Party shall agree on the arbitrator, provided that if the Party asserting the claim and the opposing Party

cannot agree on such arbitrator within seven days, the parties shall provide copies of exchanged lists of proposed arbitrators to ADR Chambers, which shall appoint the arbitrator. Except as specifically otherwise provided in this Section 11.3, the arbitration provided for in this Agreement shall be conducted in accordance with the Arbitration Act. The arbitrator shall fix a time and place in Toronto, Ontario, for the purpose of hearing the evidence and representations of the Parties, and the arbitrator shall preside over the arbitration and determine all questions of procedure not provided for under such Arbitration Act or this Section 11.3. After hearing any evidence and representations that the Parties may submit, the single arbitrator shall make an award and reduce the same to writing, and deliver one copy thereof to each of the Parties. The fees and expenses of the arbitrator and costs of the arbitration facility shall be periodically billed to and paid in equal proportions by the Parties to the arbitration as the arbitration proceeds. The arbitrator shall have the power to award costs, including the fees and expenses of the arbitrator and the costs of the arbitration facility, in whole or in part, upon hearing submissions by any Party requesting same.

11.4 Award

The Parties agree that the award of the arbitrator, shall be final and binding upon each of them and such award may include the costs of the arbitrator and of the Parties in respect of the Arbitration.

ARTICLE 12
TERMINATION AND SURVIVAL

12.1 Default

The Parties agree that if any Party is in material default with respect to any of its representations, warranties or covenants in this Agreement (the "**Defaulting Party**"), a non-defaulting party (the "**Non-Defaulting Party**") shall give written notice, such notice to be delivered to the Defaulting Party and the other Party, designating such default and confirming whether, in the Non-Defaulting Party's sole opinion, the default is capable of remedy. Within ten calendar days after its receipt of such notice, the Defaulting Party shall either:

(a) if the Non-Defaulting Party accepts that it is curable, cure such default or commence proceedings to cure such default and prosecute the same to completion without undue delay; or

(b) if the Non-Defaulting Party indicates that it is incurable, give the Non-Defaulting Party notice that it either: (i) denies that such default has occurred or rejects that the default is incurable and that therefore it is submitting the question to arbitration as set out in Article 11; or (ii) accepts that such default is incurable.

12.2 Arbitration

If arbitration is sought pursuant to Section 12.1(b)(i), a Party shall not be deemed to be in default until the matter shall have been determined finally by appropriate arbitration under the provisions of Article 11.

12.3 Curing the Default

If:

(a) the default is not so cured or the Defaulting Party does not commence or diligently proceed to cure the default within the requisite ten calendar day period and arbitration is not sought;

(b) arbitration is sought and the Defaulting Party is found in arbitration proceedings to be in default, the nature of which is curable, and fails to cure it within ten calendar days after the rendering of the arbitration award; or

(c) the default is incurable or found to be incurable in arbitration proceedings,

the Non-Defaulting Party may, by written notice given to the Defaulting Party and to the other Party at any time while the default continues, terminate this Agreement.

12.4 Termination

Subject to any necessary compliance with this Article 12, it is hereby acknowledged and agreed by the Parties that this Agreement and the obligation to effect the Amalgamation may be terminated by a Party without liability to the terminating Party in the event that:

(a) another Party has neither satisfied nor has the terminating Party waived each of the respective conditions precedent prior to the Amalgamation in favour of the terminating Party in accordance with the provisions of Section 7.1 and Section 7.2 or Section 7.3, as applicable;

(b) the conditions specified in Section 7.1 and Section 7.2 or Section 7.3, as applicable, cannot be satisfied through no fault of the terminating Party prior to January 31, 2013;

(c) this Agreement is terminated in compliance with Section 12.3;

(d) each of the Parties agrees in writing; or

(e) subject to an extension contemplated by Section 2.4, the Amalgamation is not completed on or before January 31, 2013;

and in such event this Agreement will be terminated and be of no further force and effect other than the obligations of the Parties under Section 9.1 and Section 9.2.

12.5 Survival

The representations, warranties and covenants (other than those that are specifically relating to periods following the Amalgamation Date) shall merge and not survive the closing of the Acquisition.

ARTICLE 13
GENERAL PROVISIONS

13.1 Notice

Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if delivered personally, sent by prepaid courier service or mail, or sent by facsimile or other similar means of electronic communication addressed as follows:

(a) in the case of notice to the Purchaser or Subco:

Foxpoint Capital Corp.
83 Yonge Street, Suite 200
Toronto, Ontario M5C 1S8

Attention: Fraser Buchan

Email: fbuchan@83yonge.com
Telephone: (416) 640-1933
Facsimile: (416) 640-1928

with copy to:

Cassels Brock & Blackwell LLP
2100 Scotia Plaza
40 King Street West
Toronto, Ontario M5H 3C2

Attention: Cam Mingay

Email: cmingay@casselsbrock.com
Telephone: (416) 860-6615
Facsimile: (416) 640-3163

(b) in the case of notice to the Company:

Telegraph Gold Inc.
Box 50, 1 First Canadian Place
Toronto, Ontario M5X 1B8

Attention: Andrew Powers, Director and Secretary

Email: apowers@blg.com
Telephone: (416) 367-6135
Facsimile: (416) 361-2452

with copy to:

Osler, Hoskin & Harcourt LLP
Box 50, 1 First Canadian Place
Toronto, Ontario M5X 1B8

Attention: Desmond Lee

Email: dlee@osler.com
Telephone: (416) 862-5945
Facsimile: (416) 862-6666

Any notice or communication given or sent or delivered shall:

(c) if delivered or by courier, be deemed to have been given, sent, delivered and received on the date of delivery or courier;

(d) if sent by mail, be deemed to have been given, sent, delivered and received on the fifth Business Day following the date of mailing, unless at any time between the date of mailing and the fifth Business Day there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mail, allowing for such discontinuance or interruption of regular postal service; and

(e) if sent by facsimile or other electronic means, be deemed to have been given, sent, delivered and received on the date of transmission.

13.2 Change of Address

Any Party may at any time and from time to time notify the other Parties in writing of a change of address and the new address to which notice shall be given to it thereafter until further changed.

13.3 Responsibility for Own Costs

Except as agreed in writing by the Parties, each of the Parties shall be responsible to bear its own costs (including fees, disbursements and taxes) related to this Agreement and the Transaction Related Agreements and the transactions contemplated by this Agreement and the Transaction Related Agreements.

13.4 Entire Agreement

This Agreement and the Transaction Related Agreements constitute the entire agreement between the Parties and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, among the Parties with respect to the subject matter of this Agreement.

13.5 Time

Time shall be of the essence with respect to the performance of all covenants and obligations of the Parties.

13.6 Business Day

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, such action shall be required to be taken on the next succeeding day which is a Business Day.

13.7 Applicable Law

This Agreement shall be governed by and construed in accordance with the Laws of the Province of Ontario and the federal Laws of Canada applicable therein and to the extent that any dispute arising hereunder is not resolved in accordance with Article 11, the Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Ontario with respect to any dispute related to this Agreement and consent to the commencement of proceedings in such courts.

13.8 No Partnership or Agency

The Parties have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever constitute any Party the partner, agent or legal representative of any other Party, nor create any fiduciary relationship between them for any purpose whatsoever. No Party shall have any authority to act for, or to assume any obligations or responsibility on behalf of, any other Party except as may be, from time to time, agreed upon in writing among the Parties or as otherwise expressly provided.

13.9 Consents and Waivers

No consent or waiver expressed or implied by any Party in respect of any breach or default by the other in the performance by such other of its obligations hereunder shall:

(a) be valid unless it is in writing and stated to be a consent or waiver pursuant to this Section 13.9;

(b) be relied upon as a consent to or waiver of any other breach or default of the same or any other obligation;

(c) constitute a general waiver under this Agreement; or

(d) eliminate or modify the need for a specific consent or waiver pursuant to this Section 13.9 in any other or subsequent instance.

13.10 Remedies

Any single or partial exercise by any one of the Parties of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such Party may be lawfully entitled for the same default or breach.

13.11 Severability and Construction

Each Article, Section, paragraph, term and provision of this Agreement, and any portion thereof, shall be considered severable, and if, for any reason, any portion of this Agreement is determined to be invalid, contrary to or in conflict with any applicable present or future law, rule or regulation in a final unappealable ruling issued by any court, agency or tribunal with valid jurisdiction in a proceeding to which any of the Parties is a party, that ruling shall not impair the operation of, or have any other effect upon, such other portions of this Agreement as may remain otherwise intelligible (all of which other terms shall remain binding on the Parties and continue to be given full force and effect as of the date upon which the ruling becomes final).

13.12 Amendments

No amendment, modification or supplement to this Agreement shall be effective unless provided in writing and executed by all of the Parties.

13.13 Successors and Assigns

This Agreement shall accrue to the benefit of and be binding upon each of the Parties and their respective heirs, executors, administrators and assigns. None of the Parties may assign this Agreement or any rights or obligations under this Agreement without the prior written consent of the other Parties.

13.14 Further Assurances

The Parties hereby covenant and agree to forthwith, upon request and without payment of further consideration, take such actions and execute and deliver, or cause to be executed and delivered, such further and other actions, deeds, documents, assurances and instructions as may be reasonably required by another Party or its counsel in order to carry out the terms of this Agreement taken as a whole.

13.15 Counterparts

This Agreement may be signed by the Parties in as many counterparts as may be necessary, and via facsimile or electronic mail if necessary, each of which so signed being deemed to be an original and such counterparts together constituting one and the same instrument and, notwithstanding the date of execution, being deemed to bear the effective execution date as set out on the front page of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the Parties on the date and year first above written.

FOXPOINT CAPITAL CORP.

By: ***"Fraser Buchan"***
Fraser Buchan
President & Chief Executive Officer

2308800 ONTARIO INC.

By: ***"Fraser Buchan"***
Fraser Buchan
President

TELEGRAPH GOLD INC.

By: ***"Andrew Powers"***
Andrew Powers
Director & Secretary

SCHEDULE "A"

FORM OF AMALGAMATION AGREEMENT

See Attached

AMALGAMATION AGREEMENT

THIS AGREEMENT is dated ●.

BETWEEN:

TELEGRAPH GOLD CORP., a corporation incorporated pursuant to laws of the Province of Ontario,

("**TGC**")

- and -

2308800 ONTARIO INC., a corporation incorporated pursuant to laws of the Province of Ontario,

("**Subco**")

- and -

TELEGRAPH GOLD INC., a corporation incorporated pursuant to laws of the Province of Ontario,

("**Telegraph**").

RECITALS:

A. TGC was incorporated under the name Foxpoint Capital Corp. pursuant to the provisions of the *Business Corporations Act* (Ontario) (the "**OBCA**") by a certificate of incorporation dated December 16, 2009 and its authorized capital consists of an unlimited number of common shares, of which, as a result of a consolidation on a one and one half for one basis completed immediately prior to the date of this amalgamation agreement (the "**Amalgamation Agreement**"), ● common shares are issued and outstanding and it has granted options to purchase ● common shares as of the date of this Amalgamation Agreement.

B. Subco was incorporated as a wholly-owned subsidiary of TGC pursuant to the provisions of the OBCA by a certificate of incorporation dated December 8, 2011 and its authorized capital consists of an unlimited number of common shares, of which 100 common shares are issued and outstanding as of the date of this Amalgamation Agreement.

C. Telegraph was incorporated pursuant to the provisions of the OBCA by a certificate of incorporation dated January 29, 2010, its authorized capital consists of an unlimited number of common shares, of which ● common shares are issued and outstanding, it has granted options to purchase 3,750,000 common shares and it has granted warrants to purchase ● common shares as of the date of this Amalgamation Agreement.

D. Telegraph Gold (US) Corp. ("**Telegraph US**") was incorporated as a wholly-owned subsidiary of Telegraph pursuant to the laws of the State of Delaware by a certificate of incorporation dated December 29, 2011 and its authorized capital consists of 5,000 shares of common stock, of which 100 shares of common stock are issued and outstanding as of the date of this Amalgamation Agreement.

E. Telegraph Gold (US) Holding Corp. ("**Telegraph US Holding**") was incorporated as a wholly-owned subsidiary of Telegraph pursuant to the laws of the State of Delaware by a certificate of incorporation dated January 18, 2012 and its authorized capital consists of 5,000 shares of common stock, of which 100 shares of common stock are issued and outstanding as of the date of this Amalgamation Agreement.

F. Viceroy Gold Corporation ("**Viceroy**") is a wholly-owned subsidiary of Telegraph, incorporated as "B&B Mining Company" pursuant to the laws of the State of Delaware by a certificate of incorporation dated July 28, 1972 and its authorized capital consists of 2,000 shares of common stock, of which 416 shares of common stock are issued and outstanding as of the date of this Amalgamation Agreement.

G. TGC, Subco and Telegraph have entered into an acquisition agreement dated November 2, 2012 (the "**Acquisition Agreement**").

H. In connection with the completion of the transactions contemplated by the Acquisition Agreement, Subco and Telegraph have agreed to amalgamate in accordance with the OBCA upon the terms and subject to the conditions set out in this Amalgamation Agreement (the "**Amalgamation**").

I. The Amalgamation of Subco and Telegraph involves, among other things, the issue of common shares in the capital of TGC to the shareholders of Telegraph, the issue of options of TGC to option holders of Telegraph and the issue of warrants of TGC to holders of warrants of Telegraph.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TGC, Subco and Telegraph hereby agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Amalgamation Agreement, except as otherwise expressly provided or as the context otherwise requires:

(a) "**Acquisition Agreement**" has the meaning as set out in Recital G;

(b) "**Amalco**" means the corporation continuing from the Amalgamation;

(c) "**Amalgamation**" has the meaning as set out in Recital H;

(d) "**Amalgamation Agreement**" has the meaning as set out in Recital A;

(e) "**Articles of Amalgamation**" means the articles of amalgamation to be submitted by Subco to the Director in accordance with section 178(1) of the OBCA;

(f) "**Board of Directors**" means the board of directors of Amalco, it being understood that references in this Amalgamation Agreement to matters to be decided by the Board of Directors shall not be in derogation of the rights of the Board of Directors pursuant to the provisions of section 127 of the OBCA;

(g) "**Certificate of Amalgamation**" means the certificate of amalgamation issued by the Director in accordance with section 178(4) of the OBCA in respect of the Amalgamation;

(h) "**Depository**" means Equity Financial Trust Company, the registrar and transfer agent for the common shares in the capital of TGC;

(i) "**Director**" means the Director under the OBCA;

(j) "**Effective Date**" means the date shown on the Certificate of Amalgamation;

(k) "**Effective Time**" the time when the Amalgamation will be deemed to have been completed, which shall be ● a.m. Toronto time, on the Effective Date;

(l) "**Final Proscription Date**" has the meaning as set out in Section 6.6;

(m) "**Former Telegraph Optionholders**" means the holders of Telegraph Options immediately prior to the Effective Time;

(n) "**Former Telegraph Shareholders**" means the holders of Telegraph Shares immediately prior to the Effective Time;

(o) "**Former Telegraph Warrantholders**" means the holders of Telegraph Warrants immediately prior to the Effective Date;

(p) "**OBCA**" has the meaning as set out in Recital A;

(q) "**Parties**" means TGC, Subco and Telegraph and "**Party**" means any one of them;

(r) "**Person**" includes any individual, sole proprietorship, partnership, limited partnership, firm, unincorporated association, unincorporated organization, syndicate, trust, joint venture, body corporate, governmental authority, and any other entity or organization of any nature whatsoever, and includes any of the foregoing when they are acting as trustee, executor, administrator or other legal representative;

(s) "**Replacement Certificate**" has the meaning as set out in Section 6.5;

(t) "**TGC Warrants**" means the common share purchase warrants of the TGC exercisable into TGC Shares;

(u) "**TGC Options**" means the options to purchase TGC Shares;

(v) "**TGC Shares**" means the common shares in the capital of TGC;

(w) "**Telegraph Options**" means the outstanding options to acquire up to 3,750,000 Telegraph Shares;

(x) "**Telegraph Shares**" means the outstanding common shares in the capital of Telegraph;

(y) "**Telegraph US**" has the meaning as set out in Recital D;

(z) "**Telegraph US Holding**" has the meaning as set out in Recital E;

(aa) "**Telegraph Warrants**" means the warrants to purchase additional common shares in the capital of Telegraph; and

(bb) "**Viceroy**" has the meaning as set out in Recital F.

1.2 Interpretation

For the purposes of this Amalgamation Agreement, except as otherwise expressly provided:

(a) a reference to a Recital is to a Recital of this Amalgamation Agreement, an Article is to an Article of this Amalgamation Agreement and Section followed by a number or some combination of numbers and letters refers to the Section, paragraph, subparagraph, clause or subclause of this Amalgamation Agreement so designated;

(b) the captions, Section numbers and Article numbers appearing in this Amalgamation Agreement are inserted for convenience of reference only and shall in no way define, limit, construe or describe the scope or intent of this Amalgamation Agreement nor in any way affect this Amalgamation Agreement;

(c) the word "including", when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set out or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope;

(d) a reference to a statute includes all regulations made thereunder, all amendments to the statute or regulation in force from time to time, and every statute or regulation that supplements or supersedes such statute or regulation; and

(e) words importing the masculine gender include the feminine or neuter, words in the singular include the plural, a word importing a corporate entity includes an individual, and *vice versa*.

ARTICLE 2
AGREEMENT TO AMALGAMATE

2.1 Agreement to Amalgamate

Each of the Parties hereby agrees to the Amalgamation, such that Subco and Telegraph shall continue as one corporation under the OBCA, upon the terms and subject to the conditions set out in this Amalgamation Agreement.

2.2 Acquisition Agreement

This Amalgamation Agreement is made pursuant to, and is subject to, the provisions of the Acquisition Agreement. In the event of any conflict between the provisions of this Amalgamation Agreement and the provisions of the Acquisition Agreement, the provisions of the Acquisition Agreement shall prevail.

ARTICLE 3
THE AMALGAMATION

3.1 The Amalgamation

At the Effective Time, the following shall be deemed to occur without any further act or formality:

(a) Subco and Telegraph shall be amalgamated and continue as Amalco, subject to the terms and conditions of this Amalgamation Agreement and subject to and following the receipt of all regulatory approvals;

(b) the Telegraph Shares outstanding immediately prior to the Effective Time shall be cancelled, and each Former Telegraph Shareholder (other than TGC) shall receive, in exchange for their Telegraph Shares so cancelled, that number of TGC Shares equal to the number of Telegraph Shares held by such Former Telegraph Shareholder immediately prior to the Effective Time;

(c) the Telegraph Options outstanding immediately prior to the Effective Time shall be cancelled, and each Former Telegraph Optionholder shall receive, in exchange for their Telegraph Options so cancelled, that number of TGC Options equal to the number of Telegraph Options held by such Former Telegraph Optionholder immediately prior to the Effective Time, provided that the exercise price, vesting schedule and expiry shall remain unchanged;

(d) the Telegraph Warrants outstanding immediately prior to the Effective Time shall be cancelled, and each Former Telegraph Warrantholder shall receive, in exchange for their Telegraph Warrants so cancelled, that number of TGC

Warrants equal to the number of Telegraph Warrants held by such Former Telegraph Warrantholder immediately prior to the Effective Time, provided that the exercise price, vesting schedule and expiry shall remain unchanged;

(e) the common shares of Subco outstanding immediately prior to the Effective Time shall be cancelled and replaced with an equal number of common shares in the capital of Amalco issued by Amalco;

(f) as consideration for the issuance by TGC of the TGC Shares pursuant to Section 3.1(b), Amalco shall issue to TGC one common share in its capital for each TGC Share issued by TGC; and

(g) the shares of common stock in the capital of Telegraph US, Telegraph US Holding and Viceroy registered in the name of Telegraph shall be cancelled and an equal number of shares of common stock in the capital of Telegraph US, Telegraph US Holding and Viceroy shall be issued to and registered in the name of Amalco.

3.2 Effect of the Amalgamation

As a result of the Amalgamation:

(a) Amalco shall possess all the property, rights and privileges and shall be subject to all contracts, liabilities and debts of each of Subco and Telegraph;

(b) a conviction against, or ruling, order or judgment in favour or against either Subco or Telegraph may be enforced by or against Amalco;

(c) Amalco shall be deemed to be the party plaintiff or the party defendant, as the case may be, in any civil action commenced by or against Subco or Telegraph before the Effective Time;

(d) all liabilities and amounts receivable owed by each of Subco and Telegraph to each other, and any related security, will be cancelled;

(e) there shall be ● issued and outstanding, fully paid and non-assessable, common shares in the capital of Amalco;

(f) Amalco will be a wholly-owned subsidiary of TGC;

(g) Telegraph US, Telegraph US Holding and Viceroy will be wholly-owned subsidiaries of Amalco;

(h) immediately after the Amalgamation, the stated capital of the common shares of Amalco shall be equal to the aggregate paid-up capital for the purposes of the *Income Tax Act* (Canada) of the issued and outstanding common shares in the capital of Telegraph and Subco immediately prior to the Effective Time;

(i) in respect of the TGC Shares issued pursuant to Section 3.1(b) in exchange for the cancellation of Telegraph Shares, there shall be added to the stated capital of the TGC Shares an amount equal to the paid-up capital for the purpose of the *Income Tax Act* (Canada) of the Telegraph Shares so exchanged; and

(j) except for the purposes specified in the OBCA, the Articles of Amalgamation shall be deemed to be its articles of incorporation of Amalco and the Certificate of Amalgamation shall be deemed to be the certificate of incorporation of Amalco.

3.3 Fractional Securities of TGC

No fractional TGC Share, TGC Option or TGC Warrant will be issued under the Amalgamation. Where the aggregate number of TGC Shares to be issued to a Former Telegraph Shareholder pursuant to Section 3.1(b), the aggregate number of TGC Options to be issued to a Former Telegraph Optionholder pursuant to Section 3.1(c), or the aggregate number of TGC Warrants to be issued to a Former Telegraph Warrantholders pursuant to Section 3.1(d) would result in a faction of a TGC Share, TGC Option or TGC Warrant, as applicable, being issuable, the number of TGC Shares, TGC Options or TGC Warrants, as applicable, to be issued to such holder shall be rounded down to the next whole number, and no cash or other consideration shall be paid or payable in lieu of such fraction of a TGC Share, TGC Option or TGC Warrant.

3.4 Termination

Notwithstanding the approval of this Agreement by the shareholders of Subco and Telegraph, the board of directors of either Subco or Telegraph, without further shareholder approval, may terminate the Amalgamation and this Amalgamation Agreement at any time prior to the issuance of the Certificate of Amalgamation.

ARTICLE 4
ORGANIZATION

4.1 Name

The name of Amalco shall be Telegraph Gold Inc.

4.2 Authorized Capital

Amalco is authorized to issue an unlimited number of common shares in its capital.

4.3 Restriction on Transfer of Securities

The securities in the capital of Amalco, other than non-convertible debt securities, shall not be transferred without the approval of the Board of Directors or of the holder(s) of more than 50% of the issued and outstanding voting securities in the capital of Amalco, to be evidenced by a resolution of such Board of Directors or shareholder(s), as applicable.

4.4 Rights for Two or More Classes of Shares

Two or more classes of securities in the capital of Amalco, or two or more series within a class of securities, may have the same rights, privileges, restrictions and conditions.

4.5 Business

There shall be no restrictions on the business Amalco may carry on or on the powers Amalco may exercise.

4.6 Registered Office

Until changed in accordance with the OBCA, the registered office of Amalco will be located at 1 First Canadian Place, Box 50, Toronto, Ontario M5X 1B8.

4.7 By-laws

Until repealed, amended, altered or added to, so far as applicable, the by-laws of Telegraph at the Effective Time shall be the by-laws of Amalco. A copy of the by-laws may be examined at the registered office of Amalco.

4.8 Form of Share Certificate

Until altered, the forms of certificate for the common shares in the capital of Amalco shall be in the same form as the certificate for the Telegraph Shares.

4.9 Banking Resolution

Until repealed, amended, altered or added to, so far as applicable, the banking resolutions of Amalco shall be the same as the banking resolutions of Telegraph.

ARTICLE 5
DIRECTORS AND OFFICERS

5.1 Directors

Until changed in accordance with the Act, the Board of Directors shall consist of such number of directors not more than ten and not less than one. Initially, the number of directors of Amalco shall be three and the first directors shall be the persons identified below, whose residential address and citizenship are set out opposite each such person's name:

Full Name	Address	Citizenship
Andrew Powers	594 Crawford Street Toronto ON M6G 3K2	Canadian
Gord McCreary	541 Country Road 3, R.R.#1 Belleville ON K8N 4Z1	Canadian
Brian Morales	#827 – 109 Front Street East Toronto ON M5A 4P7	Canadian

Each director shall hold office until the first meeting of shareholders of Amalco, or until his successor is elected or appointed. The election of subsequent directors shall take place thereafter in accordance with the provisions of the by-laws of Amalco and the OBCA. Subject to the provisions of the OBCA and any unanimous shareholder agreement, the Board of Directors shall manage or supervise the management of the business and affairs of Amalco.

5.2 Officers

Initially, each person named below shall hold the office in Amalco set out opposite such person's name until his successor is duly elected or appointed:

Name	Title
Andrew Powers	Secretary
Gord McCreary	President and Chief Executive Officer
Brian Morales	Treasurer

ARTICLE 6
DELIVERY OF SHARES, OPTIONS AND WARRANTS

6.1 Right to Delivery

Subject to the provisions of this Article 6 and Section 3.3, Former Telegraph Shareholders, Former Telegraph Optionholders and Former Telegraph Warrantholders shall be entitled to receive delivery of the TGC Shares, TGC Options or TGC Warrants, respectively, to which they are entitled pursuant to Section 3.1(b), Section 3.1(c) or Section 3.1(d), as applicable.

6.2 Share Certificates

A Former Telegraph Shareholder whose Telegraph Shares are evidenced by an outstanding certificate shall not be entitled to receive delivery of the TGC Shares to which such shareholder is entitled pursuant to Section 6.1 until such certificate has been surrendered for cancellation as contemplated by Section 6.5. After the Effective Time and until surrendered for cancellation as contemplated by Section 6.5, each certificate which immediately prior to the Effective Time represented one or more Telegraph Shares shall be deemed at all times to represent only the right to receive, in exchange therefore, a certificate representing the TGC Shares to which the holder of such certificate is entitled to receive in accordance with Section 6.1.

6.3 Option Certificates

A Former Telegraph Optionholder whose Telegraph Options are evidenced by an outstanding certificate shall not be entitled to receive delivery of the TGC Options to which such

optionholder is entitled pursuant to Section 6.1 until such certificate has been surrendered for cancellation as contemplated by Section 6.5. After the Effective Time and until surrendered for cancellation as contemplated by Section 6.5, each certificate which immediately prior to the Effective Time represented one or more Telegraph Options shall be deemed at all times to represent only the right to receive, in exchange therefore, a certificate representing the TGC Options to which the holder of such certificate is entitled to receive in accordance with Section 6.1.

6.4 Warrant Certificates

A Former Telegraph Warrantholder whose Telegraph Warrants are evidenced by an outstanding certificate shall not be entitled to receive delivery of the TGC Warrants to which such holder is entitled pursuant to Section 6.1 until such certificate has been surrendered for cancellation as contemplated by Section 6.5. After the Effective Time and until surrendered for cancellation as contemplated by Section 6.5, each certificate which immediately prior to the Effective Time represented one or more Telegraph Warrants shall be deemed at all times to represent only the right to receive, in exchange therefore, a certificate representing the TGC Warrants to which the holder of such certificate is entitled to receive in accordance with Section 6.1.

6.5 Delivery to Depositary

Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented one or more outstanding Telegraph Shares, Telegraph Options or Telegraph Warrants which were exchanged in accordance with Section 3.1(b), Section 3.1(c) or Section 3.1(d), as applicable, together with such documents and instruments as would have been required to effect the transfer of the Telegraph Shares, Telegraph Options or Telegraph Warrants formerly represented by such certificate as the Depositary may reasonably require, the holder of such surrendered certificate shall be entitled to receive in exchange therefore, and the Depositary shall deliver to such holder, a certificate representing the TGC Shares, TGC Options or TGC Warrants, as applicable, which such holder is entitled to receive in accordance with Section 6.1; provided, however, that the Depository shall not deliver such certificate until the Effective Time has occurred.

6.6 Lost Certificates

In the event that any certificate which immediately prior to the Effective Time represented one or more outstanding Telegraph Shares, Telegraph Options or Telegraph Warrants which were exchanged in accordance with Section 3.1(b), Section 3.1(c) or Section 3.1(d), as applicable, have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depositary shall deliver in exchange for such lost, stolen or destroyed certificate, a certificate representing the TGC Shares, TGC Option or TGC Warrants, as applicable, (in either case, a "**Replacement Certificate**") which such holder is entitled to receive in accordance with Section 6.1. When authorizing such delivery of a Replacement Certificate, the holder to whom a Replacement Certificate is to be delivered shall, as a condition precedent to the delivery of a Replacement Certificate, give a bond satisfactory to TGC and the Depositary in a manner satisfactory to TGC and the Depositary, against any claim that may be made against TGC, Amalco or the Depositary with respect to the

certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be required by the articles of incorporation of Amalco.

6.7 Limitation and Proscription

To the extent that a Former Telegraph Shareholder, Former Telegraph Optionholder or Former Telegraph Warrantholder shall not have complied with the provisions of Section 6.5 on or before the date which is six years after the Effective Date (the "**Final Proscription Date**"), then the TGC Shares, TGC Options or TGC Warrants to which such Former Telegraph Shareholder, Former Telegraph Optionholder or Former Telegraph Warrantholder, as applicable, was entitled to receive in accordance with Section 6.1 shall be automatically cancelled for no consideration and the certificate(s) representing such TGC Shares, TGC Options or TGC Warrants, as applicable, shall be delivered to TGC by the Depositary for cancellation and shall be cancelled by TGC, and the interest of the Former Telegraph Shareholder, Former Telegraph Optionholder or Former Telegraph Warrantholder in such cancelled certificate(s) shall be terminated as of such Final Proscription Date.

6.8 Non-Certificated Shares and Option

In the case of Telegraph Shares, Telegraph Options or Telegraph Warrants that are not evidenced by a certificate, the Depositary shall deliver the TGC Shares, TGC Options or TGC Warrants to which the Former Telegraph Shareholder, Former Telegraph Optionholder or Former Telegraph Warrantholder holding such Telegraph Shares, Telegraph Options or Telegraph Warrants, as applicable, are entitled pursuant to Section 6.1 upon the written direction of TGC to the Depositary.

ARTICLE 7
CONDITIONS PRECEDENT

7.1 Conditions Precedent

The respective obligations of the Parties to consummate the Amalgamation and other transactions contemplated by this Amalgamation Agreement are subject to the satisfaction, on or before the Effective Date, of the following conditions, any of which may be waived (subject to applicable law) by the consent of each of the Parties without prejudice to their rights to rely on any other or others of such conditions:

(a) this Amalgamation Agreement and the transactions contemplated by this Amalgamation Agreement, including the Amalgamation, shall be approved by the sole shareholder of Subco;

(b) this Amalgamation Agreement and the transactions contemplated by this Amalgamation Agreement, including the Amalgamation, shall be approved by the shareholders of Telegraph;

(c) the conditions set out in the Acquisition Agreement shall have been satisfied; and

(d) no action or proceeding at law or in equity shall be pending or threatened by any Person to enjoin or prohibit the consummation of the Amalgamation or the transactions contemplated by this Amalgamation Agreement.

ARTICLE 8
GENERAL

8.1 Time

Time shall be of the essence with respect to the performance of all covenants and obligations of the Parties.

8.2 Applicable Law

This Amalgamation Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Ontario with respect to any dispute related to this Amalgamation Agreement and consent to the commencement of proceedings in such courts.

8.3 Severability and Construction

Each Article, Section, paragraph, term and provision of this Amalgamation Agreement, and any portion thereof, shall be considered severable, and if, for any reason, any portion of this Amalgamation Agreement is determined to be invalid, contrary to or in conflict with any applicable present or future law, rule or regulation in a final unappealable ruling issued by any court, agency or tribunal with valid jurisdiction in a proceeding to which any of the Parties is a party, that ruling shall not impair the operation of, or have any other effect upon, such other portions of this Amalgamation Agreement as may remain otherwise intelligible (all of which other terms shall remain binding on the Parties and continue to be given full force and effect as of the date upon which the ruling becomes final).

8.4 Amendments

No amendment, modification or supplement to this Amalgamation Agreement shall be effective unless provided in writing and executed by all of the Parties.

8.5 Successors and Assigns

This Amalgamation Agreement shall accrue to the benefit of and be binding upon each of the Parties and their respective heirs, executors, administrators and assigns. None of the Parties may assign this Amalgamation Agreement or any rights or obligations under this Amalgamation Agreement without the prior written consent of the other Parties.

8.6 Further Assurances

The Parties hereby covenant and agree to forthwith, upon request and without payment of further consideration, take such actions and execute and deliver, or cause to be executed and delivered,

such further and other actions, deeds, documents, assurances and instructions as may be reasonably required by another Party or its counsel in order to carry out the terms of this Amalgamation Agreement taken as a whole.

8.7 Execution and Delivery

This Amalgamation Agreement may be signed by the Parties in as many counterparts as may be necessary, and via facsimile or electronic mail if necessary, each of which so signed being deemed to be an original and such counterparts together constituting one and the same instrument and, notwithstanding the date of execution, being deemed to bear the effective execution date as set out on the front page of this Amalgamation Agreement.

[***Signature page follows.***]

IN WITNESS WHEREOF this Amalgamation Agreement has been executed by the Parties on the date and year first above written.

TELEGRAPH GOLD CORP.

By: ●

Fraser Buchan

President & Chief Executive Officer

2308800 ONTARIO INC.

By: ●

Fraser Buchan

President

TELEGRAPH GOLD INC.

By: ●

Andrew Powers

Director & Secretary

SCHEDULE "B"

MINING CLAIMS

Excelsior Claims

Claim Name	BLM Serial Number
Excelsior	CAMC 14332
Excelsior Ext	CAMC 14333
Excelsior Ext #2	CAMC 14334
Fraction	CAMC 14335
Solwood	CAMC 14336
Tonopah	CAMC 14337
Annapolis	CAMC 14338

Mt. Vernon Claims

Claim Name	BLM Serial Number
Mount Vernon #1	CAMC 269897
Mount Vernon #2	CAMC 269898
Mount Vernon #3	CAMC 269899
Mount Vernon #4	CAMC 269900
Mt Vernon #6	CAMC 275597
Mt Vernon #7	CAMC 275598

Telegraph Claims

Claim Name	BLM Serial Number
Saddleback Placer	CAMC 27337
Saddleback Placer #1	CAMC 27338
Saddleback Placer #2	CAMC 27339
Saddleback Placer #3	CAMC 27340
Saddleback Placer #4	CAMC 27341
Saddleback Placer #5	CAMC 27342
Saddleback Placer #7	CAMC 27343
Saddleback Placer #8	CAMC 27344
DDL 1	CAMC 292890
DDL 2	CAMC 292891
DDL 3	CAMC 292892
DDL 4	CAMC 292893

Claim Name	BLM Serial Number
DDL 5	CAMC 292894
DDL 6	CAMC 292895
DDL 7	CAMC 292896
DDL 8	CAMC 292897
DDL 9	CAMC 292898
DDL 10	CAMC 292899
MTA #1	CAMC 293255
MTA #2	CAMC 293256
MTA #3	CAMC 293257
MTA #4	CAMC 293258
MTA #5	CAMC 293259
MTA #6	CAMC 293260

White Bear Claims

Claim Name	BLM Serial Number
White Bear #1	CAMC 269901
White Bear #2	CAMC 269902
White Bear #3	CAMC 269903
White Bear #4	CAMC 269904
White Bear #6	CAMC 269906
White Bear #7	CAMC 269907
White Bear Placer #8	CAMC 291176
White Bear #10	CAMC 269910
White Bear #11	CAMC 269911
White Bear Placer #12	CAMC 291177

Castle Mountain Claims

MILMA AND PACIFIC CLAY DEPOSIT PATENTED MINING CLAIMS

Claim Name	Patent No.	Assessor Parcel No.	Acreage
Milma placer mining claim	1113695	569-291-04 569-301-18	150.000 acres
Pacific Clay Deposit No. 1-3	1101406	569-291-13 569-291-08 569-291-09	59.592 acres

Milma Placer Mining Claim

That patented placer mining claim known as the Milma placer mining claim, being more particularly described in the patent from the United States of America to Herman F. Coors, dated April 6, 1942 and recorded March 16, 1950, in book 2546, page 232 official records, San Bernardino County, State of California, described as follows:

The East 1/2 of the Southwest 1/4, the East 1/2 of the Southwest 1/4 of the Southwest 1/4, and the East 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 13 and the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 and the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 24, in Township 14 North, Range 17 East, San Bernardino Meridian, according to the official plat thereof.

Excepting therefrom any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits within the land above described which may have been discovered or known to exist prior to September 11, 1940.

Pacific Clay Deposit No. 1-3

The Pacific Clay Deposit No. 1, Pacific Clay Deposit No. 2 and Pacific Clay Deposit No. 3 placer mining claims, situate in the Hart, unorganized mining district, San Bernardino County, in the County of San Bernardino, State of California, described as follows:

The Pacific Clay Deposit No. 1 claim, comprising the East 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 14 North, Range 17 East of the San Bernardino Meridian; the Pacific Clay Deposit No. 2 claim, comprising the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 24; and the Pacific Clay Deposit No. 3 claim, comprising the Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of said Section 24; expressly excepting and excluding from these presents all that portion of the ground hereinafter described, embraced in survey no. 6195. The Valley View No. 6 lode claim, described as follows:

Beginning at corner no. 1, North 89° 44' 45" East 1,180.07 feet from the West 1/4 Section corner of Section 24, Township 14 North, Range 17 East of the San Bernardino Meridian;

Thence South 88° 5' East 50 feet to corner no. 2;
Thence South 1° 55' West 356.26 feet to corner no. 3;
Thence North 88° 5' West 50 feet to corner no. 4;
Thence North 1° 55' East 356.26 feet to corner no. 1, the place of beginning and also all veins, lodes and, ledges, the tops of apexes of which lie inside of such excluded ground.

PATENTED MINING CLAIMS
(FORMERLY THE BAGDAD-CHASE LEASE)

Castle Mountain Venture purchased from Bagdad-Chase, Inc. in May 2008 the following patented mining claims:

Claim Name	Patent No.	Assessor's Parcel No.	Acreage
Oro Belle	424670	569-291-05	33.640 acres
Oro Belle Fraction	424670	569-291-05	
Oro Belle No. 1	649101	569-291-05	20.236 acres

PATENTED CLAIMS: BLM SERIAL #CACA 24570

Those certain claims listed in Patent Number 04-2007-0003, issued March 16, 2007, commonly referred to as Southern Belle Lode No. 8, Southern Belle Lode No. 7, Southern Belle Lode No. 6, Southern Belle Lode No. 5, Southern Belle Lode No. 4, Southern Belle Lode No. 2, Southern Belle Lode No. 3, Southern Belle Lode No. 1, SOUTHERN BELLE #16, SOUTHERN BELLE #17, SOUTHERN BELLE 32, SOUTHERN BELLE 33, and more particularly described as follows:

Mineral Survey No. 6942, embracing a portion of Sections 13 and 24, T. 14 N., R. 17 E., San Bernardino Meridian, Hart Mining District, San Bernardino County, California, the said claims being more particularly described in the official field notes and depicted on the official plats, which are expressly made a part of this patent and copies of which are attached hereto; but excluding and excepting from Southern Belle Lode No. 1, Oro Belle Fraction Mine lode, M.W. 4733, containing 0.035 acres and the Oro Belle No. 1 lode, M.S. 4780, containing 0.155 acres; and further excluding and excepting from Southern Belle Lode No. 2, Pacific Clay Deposit No. 1 Placer containing 0.125 acres; and further excluding and excepting from Southern Belle Lode No. 3, Pacific Clay Deposit No. 1 Placer containing 0.051 acres; and further excluding and excepting from Southern Belle Lode No. 4, Oro Belle Mine lode, M.S. 4733, containing 0.364 acres; and further excluding and excepting from Southern Belle Lode No. 5, Oro Belle No. 1 lode, M.S. 4780, containing 0.009 acres; Milma Placer Mining Claim, SE¼ SW¼, sec. 13, containing 0.105 acres and Milma Placer Mining Claim, NW¼ NE¼ NW¼, sec. 24, containing 1.259 acres; and further excluding and excepting from Southern Belle Lode No. 7, Oro Belle Fraction Mine lode, M.S. 4733, containing 2.549 acres and Oro Belle Mine lode, M.S. 4733, containing 0.245 acres; and further excluding and excepting from Southern Belle Lode No. 8, Oro Belle Mine lode, M.S. 4733, containing 0.129 acres; Oro Belle Fraction Mine lode, M.S. 4733, containing 0.049 acres and Oro Belle No. 1 lode, M.S. 4780, containing 0.722 acres; and excluding and excepting from SOUTHERN BELLE #16, Oro Belle Mine lode, M.S. 4733, containing 2.373 acres and Southern Belle Lode No. 4, M.S. 6942, containing 0.332 acres; and further excluding and excepting from SOUTHERN BELLE 32, Pacific Clay Deposit No. 3 Placer containing 0.184 acres; Southern Belle Lode No. 2, M.S. 6942, containing 0.653 acres; Southern Belle Lode No. 6, M.S. 6942, containing 8.204 acres; and SOUTHERN BELLE #17, M.S. 6942, containing 0.860 acres; and further excluding and excepting from SOUTHERN BELLE 33, Southern Belle Lode No. 6, M.S. 6942, containing 1.440 acres; SOUTHERN BELLE #17, M.S. 6942, containing 10.614 acres; SOUTHERN BELLE #18, M.S. 6942, containing 1.350 acres; and further excluding and excepting form this patent the remainder of Mineral Survey No. 6942.

Assessor Parcel Numbers, 0569-291-04, 0569-291-05, 0569-291-06, 0569-291-08, 0569-291-09, 0569-291-13, and 0569-291-14.

The premises herein granted contain 206.746 acres.

PATENTED CLAIMS: BLM SERIAL #CACA 29997

Those certain claims listed in Patent 04-2007-0004, issued March 16, 2007 and supplemental Patent 04-2009-0009, issued June 24, 2009, commonly referred to as Hart Millsite #11, Castle Mountain # 1, Castle Mountain # 2, Castle Mountain # 3, Castle Mountain # 4, Castle Mountain # 5, Castle Mountain # 6, Castle Mountain # 7, Castle Mountain # 8, Castle Mountain # 9, Castle Mountain # 10, Castle Mountain # 11, Castle Mountain # 12, Castle Mountain # 13, Castle Mountain # 14, Castle Mountain # 15, Castle Mountain # 16, Castle Mountain # 17, Castle Mountain # 18, Castle Mountain # 19, Castle Mountain # 20, Castle Mountain # 21, Castle Mountain # 35, Castle Mountain # 36, Castle Mountain # 37, Castle Mountain # 38, Castle Mountain # 39, Castle Mountain # 40, Castle Mountain # 41, Castle Mountain # 42, Castle Mountain # 43, Castle Mountain # 44, Castle Mountain # 74 Castle Mountain # 75, Castle Mountain # 76, Castle Mountain # 77, Castle Mountain # 78, Castle Mountain # 79, Castle Mountain # 80, Castle Mountain # 86, Castle Mountain # 87, Castle Mountain # 91, Castle Mountain # 95, Castle Mountain # 96, Castle Mountain # 97, Castle Mountain # 98, Castle Mountain # 99, Castle Mountain #100, Castle Mountain #101, Castle Mountain #102, Castle Mountain #103, Castle Mountain #104, Castle Mountain #105, Castle Mountain #113, Castle Mountain #114, Castle Mountain #115, Castle Mountain #116, Castle Mountain #117, Castle Mountain #118, Castle Mountain #119, Castle Mountain #120, Castle Mountain #137, Castle Mountain #138, Waterhole #W11P, Waterhole #W14P, Waterhole #W15P, Waterhole #W18P, Waterhole #W24P, Castle Mountain #121, Castle Mountain #122, Castle Mountain #123, Castle Mountain #124, Castle Mountain #133, Castle Mountain #134, Castle Mountain #135, Castle Mountain #136, Castle Mountain #146, Castle Mountain #147, Castle Mountain #148, Castle Mountain #149, Castle Mountain #150, Castle Mountain #151, Castle Mountain #153, Castle Mountain #155, Castle Mountain #157, Castle Mountain #162, Castle Mountain #163, Castle Mountain #164, Castle Mountain #165, Castle Mountain #166, Castle Mountain #167, Castle Mountain #168, Castle Mountain #169, Castle Mountain #170, Castle Mountain #171, Castle Mountain #172, Castle Mountain #173, Castle Mountain #174, Castle Mountain #175, Castle Mountain #177, Castle Mountain #178, Castle Mountain #180, Castle Mountain #181, Castle Mountain #182, Castle Mountain #183, Castle Mountain #184, Castle Mountain #185, Castle Mountain #186, Castle Mountain #187, Castle Mountain #188, Castle Mountain #189, Castle Mountain #190, Castle Mountain #191, Castle Mountain #192, Castle Mountain #193, Castle Mountain #195, Castle Mountain #196, Castle Mountain #197, Castle Mountain #198, FT 25, FT 26, FT 27, FT 28, FT 29, FT 30, FT 31, FT 32, FT 33, FT 34, FT 35, FT 36, FT 37, FT 38, FT 39, FT 40, FT 41, FT 42, FT 61, FT 62, FT 63, FT 64, FT 65, FT 66, FT 67, FT 68, FT 134, FT 163, FT 165, FT 328, FT 1, FT 2, FT 3, FT 4, FT 5, FT 6, FT 7, FT 8, FT 9, FT 10, FT 11, FT 12, FT 13, FT 14, FT 15, FT 16, FT 75, FT 76, FT 77, FT 78, FT 79, FT 80, FT 81, FT 82, FT 84, FT 90, and more particularly described as follows:

San Bernardino Meridian, California

T. 14 N., R. 17 E.,

Sec. 9: SE¼NE¼SW¼SE¼;

Sec. 15: NW¼SE¼SW¼NE¼, SW¼NW¼SW¼NW¼, SW¼SE¼SW¼NW¼, N½SW¼NE¼SW¼, NW¼NW¼SW¼SW¼;

Sec. 23: SW¼SW¼NE¼SW¼, N½SE¼NW¼SW¼, SE¼SE¼NW¼SW¼, E½SW¼SW¼, W½SE¼SW¼, SW¼SE¼SE¼SW¼, SE¼NE¼NE¼SE¼, S½S½NE¼SE¼SE¼, NE¼SE¼SE¼SE¼, SW¼SE¼SW¼NW¼;

Sec. 24: SE¼NW¼SW¼NW¼, NE¼SW¼SW¼NW¼, S½SW¼SW¼ NW¼, NW¼NW¼SW¼, W½SW¼SW¼SW¼, N½SE¼SW¼SW¼, SE¼SE¼SW¼SW¼, S½SE¼SW¼, S½SW¼SE¼, S½NW¼SE¼SE¼,

NW¼NW¼SE¼SE¼, S½NW¼SE¼SE¼
SW¼SE¼SE¼, W½SE¼SE¼SE¼;

Sec. 25: NW¼NE¼NE¼NE¼, S½NE¼NE¼NE¼,
W½NE¼NE¼, SE¼NE¼NE¼, NW¼NE¼,
N½SW¼NE¼, N½SW¼SW¼NE¼,
SE¼SW¼SW¼NE¼, SE¼SW¼NE¼, SE¼NE¼,
NE¼NW¼, NE¼NE¼NW¼NW¼,
S½NE¼NW¼NW¼, N½NW¼NW¼NW¼,
SE¼NW¼NW¼NW¼, NE¼SW¼NW¼NW¼,
S½SW¼NW¼NW¼, N½SE¼NW¼NW¼,
N½S½SE¼NW¼NW¼, NW¼NW¼SW¼NW¼,
S½NW¼NW¼SW¼, SW¼NW¼SW¼,
SW¼SE¼NW¼SW¼, NW¼NE¼SW¼SW¼,
S½NE¼SW¼SW¼, W½SW¼SW¼,
N½SE¼SW¼SW¼, N½NE¼NE¼SE¼,
NE¼NW¼NE¼SE¼;

Sec. 26: NW¼SW¼NW¼NE¼, S½SW¼NW¼NE¼,
NW¼NE¼SW¼NE¼, S½NE¼SW¼NE¼,
W½SW¼NE¼, SE¼SW¼NE¼,
NE¼NE¼SE¼NE¼, S½NE¼SE¼NE¼,
SW¼SE¼NE¼, W½SE¼SE¼NE¼,
NE¼NW¼, NE¼NW¼NW¼, N½SE¼NW¼,
N½S½SE¼NW¼, SE¼SW¼ SE¼NW¼,
S½SE¼SE¼NW¼, NE¼NE¼SW¼,
NE¼SE¼NE¼SW¼, N½SE¼,
NE¼SW¼SE¼, N½NW¼SW¼SE¼,
SE¼NW¼SW¼SE¼, NW¼SE¼SW¼SE¼,
N½SE¼SE¼, N½SW¼SE¼SE¼,
N½S½ SW¼SE¼SE¼, SE¼SE¼SE¼,
SW¼NW¼SE¼NE¼.

Assessor Parcel Numbers, 0569-291-02, 0569-291-03, 0569-291-04, 0569-291-06, 0569-291-08, 0569-291-09, and 0569-291-10, 0569-291-11, 0569-291-13, 0569-291-14, 0569-301-10, and 0569-301-16.

The premises herein granted contain 772.500 acres.

PATENTED CLAIMS: BLM SERIAL #CACA 30912

Those certain claims listed in Patent Number 04-2007-0005, issued March 16, 2007, commonly referred to as CASTLE MOUNTAIN 143, CASTLE MOUNTAIN 144, FT 51, FT 52, FT 53, FT 54, FT 55, FT 56, FT 57, FT 162, FT 164, FT 191, FT 192, FT 193, FT 217, FT 218, more particularly described as follows:

San Bernardino Meridian, California
T. 14 N., R. 17 E.,
Sec. 24: Lots 10, 11, 14, 15, 22, 23, 24,
N½NE¼SW¼, S½NE¼SW¼SE ¼;
T. 14 N., R. 18 E.,
Sec. 30: Lots 22, 23, 24, 33, 34, 37, and 38.

Assessor Parcel Numbers, 0569-291-04, 0569-291-06, 0569-291-08, 0569-291-09, 0569-291-13, 0569-291-14, and 0569-361-11.

The premises herein granted contain 53.740 acres.

OPTIONEE'S RIGHTS TO CERTAIN UNPATENTED MINING CLAIMS UNDER OPTION AGREEMENT (BENSON OPTION CLAIMS)

Viceroy Gold Corporation is the Optionee under the Option Agreement dated August 22, 2006, between Viceroy Gold Corporation and Dennis Benson, for which a Memorandum of Option Agreement was recorded in San Bernardino County on October 31, 2006, as Document No. 2006-0742472, and under which Optionee has rights to those certain unpatented mining claims identified below.

Name of Claim (in full) situated in:	Type	§	TWP	Range	Meridian	Original Location		CAMC
						Document No. or Book	Page	
Hart Peak No. 8	Placer	31	15N	18E	SB&M	Book 428	179	46608
Hart Peak No. 9	Placer	31	15N	18E	SB&M	Book 428	178	46609
Sugar Daddy	Placer	7	14N	18E	SB&M	Book 428	30	46610
Sugar Daddy No. 2	Placer	7	14N	18E	SB&M	Book 428	31	46611
Sugar Daddy No. 3	Placer	7	14N	18E	SB&M	Book 428	32	46612
Dianne	Placer	18	14N	18E	SB&M	Book 429	108	46613
Hart Peak	Placer	6	14N	18E	SB&M	Book 428	33	46601
Hart Peak No. 2	Placer	6	14N	18E	SB&M	Book 428	34	46602
Hart Peak No. 3	Placer	6	14N	18E	SB&M	Book 428	35	46603
Hart Peak No. 4	Placer	6	14N	18E	SB&M	Book 428	131	46604
Hart Peak No. 5	Placer	31	15N	18E	SB&M	Book 428	160	46605
Hart Peak No. 6	Placer	31	15N	18E	SB&M	Book 428	161	46606
Hart Peak No. 7	Placer	31	15N	18E	SB&M	Book 428	162	46607
White Rose	Placer	1	14N	17E	SB&M	Book 425	115	46614
White Rose No. 2	Placer	1	14N	17E	SB&M	Book 427	255	46615
White Rose No. 3	Placer	6/7	14N	18E	SB&M	Book 427	256	46616
White Rose No. 4	Placer	1	14N	17E	SB&M	Book 427	554	46617
White Rose No. 5	Placer	6/7	14N	18E	SB&M	Book 427	587	46618
White Rose No. 6	Placer	12	14N	18E	SB&M	Book 428	132	46619

UNPATENTED CLAIMS AND MILLSITES

BLM #	Type	ST.	CLAIM NAME	CO./ BK. PG. #	AMEND./ DOC. #	SECTION	TWP.	RGE. SBB&M
16139	Lode	CA	Turtle Back 1	259/58-59		12/13	14 N	17 E
16140	Lode	CA	Turtle Back 2	259/58-59		12/13	14 N	17 E
16141	Lode	CA	Turtle Back 3	259/58-59		12/13	14 N	17 E
24218	Placer	CA	PS # 1	398:530:455	81-227381	24	14 N	17 E
24219	Placer	CA	PS # 2	398:531:456	81-227382	24	14 N	17 E
24220	Placer	CA	PS # 3	398:532:457	81-227383	24	14 N	17 E
24221	Placer	CA	PS # 4	398:533:458	81-227384	24	14 N	17 E
24222	Placer	CA	PS # 5	398:534:459	81-227385	24	14 N	17 E
24223	Placer	CA	PS # 6	398:535:460	81-227386	23	14 N	17 E
24224	Placer	CA	PS # 7	398:536:461	81-227387	24	14 N	17 E
24225	Placer	CA	APS # 1	432:208:537	81-227388	23	14 N	17 E
24226	Placer	CA	APS # 2	432:206:536	81-227389	23	14 N	17 E
24227	Placer	CA	APS # 3	432:204:535	81-227390	24	14 N	17 E
24228	Placer	CA	APS # 4	432:202:534	81-227391	24	14 N	17 E
24229	Placer	CA	APS # 5	432:200:533	81-227392	25	14 N	17 E
24230	Placer	CA	APS # 6	432:198:532	81-227393	24	14 N	17 E
24231	Placer	CA	APS # 7	447:719:625	81-227394	24	14 N	17 E
24232	Placer	CA	APS # 8	447:720:626	81-227395	24	14 N	17 E
24233	Placer	CA	APS # 9	447:721:627	81-227396	24	14 N	17 E
24234	Placer	CA	APS #10	447:722:628	81-227397	24	14 N	17 E
24235	Placer	CA	APS #11	447:723:629	81-227398	24	14 N	17 E
24236	Placer	CA	APS #12	447:724:630	81-227399	24	14 N	17 E
24237	Placer	CA	APS #13	447:725:631	81-227400	24	14 N	17 E
24238	Placer	CA	APS #14	447:726:632	81-227401	24	14 N	17 E
24239	Placer	CA	APS #15	447:727:633	81-227402	24	14 N	17 E
24240	Placer	CA	APS #16	447:728:634	81-227403	24	14 N	17 E
70711	Lode	CA	Mountain Top #1	80-166881		13/24	14 N	17 E
70712	Lode	CA	Mountain Top #2	80-166882		18/19	14 N	18 E
70713	Lode	CA	Mountain Top #3	80-166883		24	14 N	17 E
70714	Lode	CA	Mountain Top #4	80-166884		19	14 N	18 E
70715	Lode	CA	Mountain Top #5	80-166885	91-065107	19	14 N	18 E
70716	Lode	CA	Mountain Top #6	80-166886	91-065108	19	14 N	18 E
70717	Lode	CA	Mountain Top #7	80-166887	91-065109	19	14 N	18 E
70718	Lode	CA	Mountain Top #8	80-166888		19	14 N	18 E
70719	Lode	CA	Mountain Top #9	80-166889		19	14 N	18 E
85611	Lode	CA	Mountain Top #10	81-042078		19	14 N	18 E
85612	Lode	CA	Mountain Top #11	81-042079		19	14 N	18 E
85613	Lode	CA	Mountain Top #12	81-042080		19	14 N	18 E
171535	Lode	CA	Southern Belle 10	85-260450		13/24	14 N	17 E
171539	Lode	CA	Southern Belle 14	85-260454		24	14 N	17 E
171543	Lode	CA	Southern Belle 18	85-260458		24	14 N	17 E
171544	Lode	CA	Southern Belle 19	85-260459		24	14 N	17 E
173886	Lode	CA	Roy 61	85-281789		13	14 N	17 E
173898	Lode	CA	Roy 73	85-281801		18	14 N	18 E
173899	Lode	CA	Roy 74	85-281802		18/19	14 N	18 E

173900	Lode	CA	Roy 75	85-281803		18	14 N	18 E
173901	Lode	CA	Roy 76	85-281804		18/19	14 N	18 E
173912	Lode	CA	Roy 87	85-281815		13	14 N	17 E
173913	Lode	CA	Roy 88	85-281816		13	14 N	17 E
173914	Lode	CA	Roy 89	85-281817		18	14 N	17 E
173915	Lode	CA	Roy 90	85-281818		12/13	14 N	17 E
173916	Lode	CA	Roy 91	85-281819		13	14 N	17 E
173917	Lode	CA	Roy 92	85-281820		12/13	14 N	17 E
173918	Lode	CA	Roy 93	85-281821		13	14 N	17 E
173919	Lode	CA	Roy 94	85-281822		13	14 N	17 E
173920	Lode	CA	Roy 95	85-281823		13	14 N	17 E
173921	Lode	CA	Roy 96	85-281824		12/13	14 N	17 E
173922	Lode	CA	Roy 97	85-281825		13	14 N	17 E
173923	Lode	CA	Roy 98	85-281826		12/13	14 N	17 E
173924	Lode	CA	Roy 99	85-281827		13	14 N	17 E
173926	Lode	CA	Roy 101	85-281829		13	14 N	17 E
173928	Lode	CA	Roy 103	85-281831		13	14 N	17 E
173930	Lode	CA	Roy 105	85-281833		13	14 N	17 E
173932	Lode	CA	Roy 107	85-281835		18	14 N	18 E
173933	Lode	CA	Roy 108	85-281836		12	14 N	17 E
173934	Lode	CA	Roy 109	85-281837		12	14 N	17 E
173935	Lode	CA	Roy 110	85-281838		12	14 N	17 E
173936	Lode	CA	Roy 111	85-281839		12	14 N	17 E
173937	Lode	CA	Roy 112	85-281840		12	14 N	17 E
173938	Lode	CA	Roy 113	85-281841		12	14 N	17 E
173939	Lode	CA	Roy 114	85-281842		12	14 N	17 E
173940	Lode	CA	Roy 115	85-281843		12	14 N	17 E
173941	Lode	CA	Roy 116	85-281844		12	14 N	17 E
173942	Lode	CA	Roy 117	85-281845		12	14 N	17 E
173943	Lode	CA	Roy 118	85-281846		12	14 N	17 E
173944	Lode	CA	Roy 119	85-281847		12	14 N	17 E
173955	Lode	CA	Roy 130	85-281858		24	14 N	17 E
173956	Lode	CA	Roy 131	85-281859		24	14 N	17 E
173958	Lode	CA	Roy 133	85-281861		24	14 N	17 E
173959	Lode	CA	Roy 134	85-281862		24/25	14 N	17 E
173960	Lode	CA	Roy 135	85-281863		24/25	14 N	17 E
173961	Lode	CA	Roy 136	85-281864		24/25	14 N	17 E
173962	Lode	CA	Roy 137	85-281865		24/25	14 N	17 E
173963	Lode	CA	Roy 138	85-281866		25	14 N	17 E
173964	Lode	CA	Roy 139	85-281867		25	14 N	17 E
173965	Lode	CA	Roy 140	85-281868		25	14 N	17 E
173966	Lode	CA	Roy 141	85-281869		25	14 N	17 E
173969	Lode	CA	Roy 144	85-281872		24	14 N	17 E
173970	Lode	CA	Roy 145	85-281873	91-065111	19	14 N	18 E
173971	Lode	CA	Roy 146	85-281874		24	14 N	17 E
173972	Lode	CA	Roy 147	85-281875	91-065112	19	14 N	18 E
173973	Lode	CA	Roy 148	85-281876		24/25	14 N	17 E

173974	Lode	CA	Roy 149	85-281877	91-065113	19/30	14 N	18 E
173975	Lode	CA	Roy 150	85-281878		30	14 N	18 E
173976	Lode	CA	Roy 151	85-281879		30	14 N	18 E
173977	Lode	CA	Roy 152	85-281880		24/25	14 N	17 E
173978	Lode	CA	Roy 153	85-281881		25	14 N	17 E
173979	Lode	CA	Roy 154	85-281882		24	14 N	17 E
173980	Lode	CA	Roy 155	85-281883		24/25	14 N	17 E
173981	Lode	CA	Roy 156	85-281884		25	14 N	17 E
173982	Lode	CA	Roy 157	85-281885		25	14 N	17 E
178800	Lode	CA	Roy 158	86-095665		12	14 N	17 E
178801	Lode	CA	Roy 159	86-095666		12	14 N	17 E
178802	Lode	CA	Roy 160	86-095667		12	14 N	17 E
178803	Lode	CA	Roy 161	86-095668		12	14 N	17 E
178804	Lode	CA	Roy 162	86-095669		12	14 N	17 E
178805	Lode	CA	Roy 163	86-095670		12	14 N	17 E
178837	Lode	CA	Roy 195	86-095702		22/23	14 N	17 E
178838	Lode	CA	Roy 196	86-095703		23	14 N	17 E
178839	Lode	CA	Roy 197	86-095704		22/23	14 N	17 E
178840	Lode	CA	Roy 198	86-095705		23	14 N	17 E
178841	Lode	CA	Roy 199	86-095706		22/23	14 N	17 E
178842	Lode	CA	Roy 200	86-095707		23	14 N	17 E
178843	Lode	CA	Roy 201	86-095708		22/23	14 N	17 E
178844	Lode	CA	Roy 202	86-095709		23	14 N	17 E
178845	Lode	CA	Roy 203	86-095710		22/23	14 N	17 E
178846	Lode	CA	Roy 204	86-095711		23	14 N	17 E
178847	Lode	CA	Roy 205	86-095712		22/23	14 N	17 E
178848	Lode	CA	Roy 206	86-095713		23	14 N	17 E
178849	Lode	CA	Roy 207	86-095714		22/23/26/27	14 N	17 E
178850	Lode	CA	Roy 208	86-095715		23/26	14 N	17 E
178851	Lode	CA	Roy 209	86-095716		26/27	14 N	17 E
178852	Lode	CA	Roy 210	86-095717		26	14 N	17 E
178853	Lode	CA	Roy 211	86-095718		26/27	14 N	17 E
178854	Lode	CA	Roy 212	86-095719		26	14 N	17 E
178855	Lode	CA	Roy 213	86-095720		26/27	14 N	17 E
178856	Lode	CA	Roy 214	86-095721		26	14 N	17 E
178857	Lode	CA	Roy 215	86-095722		26/27	14 N	17 E
178858	Lode	CA	Roy 216	86-095723		26	14 N	17 E
178859	Lode	CA	Roy 217	86-095724		23	14 N	17 E
178860	Lode	CA	Roy 218	86-095725		23	14 N	17 E
178861	Lode	CA	Roy 219	86-095726		23	14 N	17 E
178862	Lode	CA	Roy 220	86-095727		23/24	14 N	17 E
178863	Lode	CA	Roy 221	86-095728		23	14 N	17 E
178864	Lode	CA	Roy 222	86-095729		23/24	14 N	17 E
178865	Lode	CA	Roy 223	86-095730		23	14 N	17 E
178866	Lode	CA	Roy 224	86-095731		23/24	14 N	17 E
178867	Lode	CA	Roy 225	86-095732		23	14 N	17 E
178868	Lode	CA	Roy 226	86-095733		23/24	14 N	17 E

178869	Lode	CA	Roy 227	86-095734	23/26	14 N	17 E
178870	Lode	CA	Roy 228	86-095735	23/24/25/26	14 N	17 E
178871	Lode	CA	Roy 229	86-095736	26	14 N	17 E
178872	Lode	CA	Roy 230	86-095737	25/26	14 N	17 E
178873	Lode	CA	Roy 231	86-095738	26	14 N	17 E
178874	Lode	CA	Roy 232	86-095739	25/26	14 N	17 E
178875	Lode	CA	Roy 233	86-095740	26	14 N	17 E
178876	Lode	CA	Roy 234	86-095741	25/26	14 N	17 E
178877	Lode	CA	Roy 235	86-095742	26	14 N	17 E
178878	Lode	CA	Roy 236	86-095743	25/26	14 N	17 E
178879	Lode	CA	Roy 237	86-095744	26	14 N	17 E
178880	Lode	CA	Roy 238	86-095745	25/26	14 N	17 E
178881	Lode	CA	Roy 239	86-095746	25	14 N	17 E
178882	Lode	CA	Roy 240	86-095747	25	14 N	17 E
178884	Lode	CA	Roy 242	86-095749	25	14 N	17 E
178885	Lode	CA	Roy 243	86-095750	25	14 N	17 E
178886	Lode	CA	Roy 244	86-095751	25	14 N	17 E
178889	Lode	CA	Roy 247	86-095754	25	14 N	17 E
178890	Lode	CA	Roy 248	86-095755	25	14 N	17 E
178891	Lode	CA	Roy 249	86-095756	25	14 N	17 E
178892	Lode	CA	Roy 250	86-095757	25	14 N	17 E
178893	Lode	CA	Roy 251	86-095758	30	14 N	18 E
178894	Lode	CA	Roy 252	86-095759	30	14 N	18 E
178897	Lode	CA	Roy 255	86-095762	30	14 N	18 E
178898	Lode	CA	Roy 256	86-095763	19	14 N	18 E
178899	Lode	CA	Roy 257	86-095764	19	14 N	18 E
178912	Lode	CA	Roy 270	86-095777	34/35	14 N	17 E
178913	Lode	CA	Roy 271	86-095778	26/27/34/35	14 N	17 E
178914	Lode	CA	Roy 272	86-095779	26	14 N	17 E
178915	Lode	CA	Roy 273	86-095780	26/35	14 N	17 E
178916	Lode	CA	Roy 274	86-095781	26	14 N	17 E
178917	Lode	CA	Roy 275	86-095782	26/35	14 N	17 E
178918	Lode	CA	Roy 276	86-095783	26	14 N	17 E
178919	Lode	CA	Roy 277	86-095784	26/35	14 N	17 E
178920	Lode	CA	Roy 278	86-095785	26	14 N	17 E
178921	Lode	CA	Roy 279	86-095786	26/35	14 N	17 E
178922	Lode	CA	Roy 280	86-095787	26	14 N	17 E
178923	Lode	CA	Roy 281	86-095788	26/35	14 N	17 E
178924	Lode	CA	Roy 282	86-095789	26	14 N	17 E
178925	Lode	CA	Roy 283	86-095790	26/35	14 N	17 E
178926	Lode	CA	Roy 284	86-095791	26	14 N	17 E
178927	Lode	CA	Roy 285	86-095792	26/35	14 N	17 E
178928	Lode	CA	Roy 286	86-095793	26	14 N	17 E
178929	Lode	CA	Roy 287	86-095794	26/35	14 N	17 E
178930	Lode	CA	Roy 288	86-095795	25/26	14 N	17 E
178931	Lode	CA	Roy 289	86-095796	25/26/35/36	14 N	17 E

178932	Lode	CA	Roy 290	86-095797	25	14 N	17 E
178933	Lode	CA	Roy 291	86-095798	25/36	14 N	17 E
178934	Lode	CA	Roy 292	86-095799	25	14 N	17 E
178935	Lode	CA	Roy 293	86-095800	25/36	14 N	17 E
178936	Lode	CA	Roy 294	86-095801	25	14 N	17 E
178937	Lode	CA	Roy 295	86-095802	25/36	14 N	17 E
178938	Lode	CA	Roy 296	86-095803	25	14 N	17 E
178939	Lode	CA	Roy 297	86-095804	25/36	14 N	17 E
178940	Lode	CA	Roy 298	86-095805	25	14 N	17 E
178941	Lode	CA	Roy 299	86-095806	25/36	14 N	17 E
178942	Lode	CA	Roy 300	86-095807	25	14 N	17 E
178943	Lode	CA	Roy 301	86-095808	25/36	14 N	17 E
178944	Lode	CA	Roy 302	86-095809	25	14 N	17 E
178945	Lode	CA	Roy 303	86-095810	25/36	14 N	17 E
178946	Lode	CA	Roy 304	86-095811	25	14 N	17 E
178947	Lode	CA	Roy 305	86-095812	25/36	14 N	17 E
178948	Lode	CA	Roy 306	86-095813	25	14 N	18 E
178949	Lode	CA	Roy 307	86-095814	25/26	14 N	17 E
178950	Lode	CA	Roy 308	86-095815	30	14 N	18 E
178951	Lode	CA	Roy 309	86-095816	30/31	14 N	18 E
179655	Lode	CA	Southern Belle 31	86-127075	24	14 N	17 E
179659	Lode	CA	Southern Belle 35	86-127079	24	14 N	17 E
179667	Lode	CA	Southern Belle 43	86-127087	13	14 N	17 E
179670	Lode	CA	Southern Belle 46	86-127090	13	14 N	17 E
179671	Lode	CA	Southern Belle 47	86-127091	13/14	14 N	17 E
193838	Placer	CA	Golden Clay # 1	87-200385	25	14 N	17 E
193839	Placer	CA	Golden Clay # 2	87-200386	25	14 N	17 E
193840	Placer	CA	Golden Clay # 3	87-200387	25	14 N	17 E
193841	Placer	CA	Golden Clay # 4	87-200388	25	14 N	17 E
193842	Placer	CA	Golden Clay # 5	87-200389	25	14 N	17 E
193843	Placer	CA	Golden Clay # 6	87-200390	25	14 N	17 E
193844	Placer	CA	Golden Clay # 7	87-200391	25	14 N	17 E
193845	Placer	CA	Golden Clay # 8	87-200392	25	14 N	17 E
193846	Placer	CA	Golden Clay # 9	87-200393	25	14 N	17 E
193847	Placer	CA	Golden Clay #10	87-200394	25	14 N	17 E
193848	Placer	CA	Golden Clay #11	87-200395	25	14 N	17 E
193849	Placer	CA	Golden Clay #12	87-200396	25	14 N	17 E
194641	Lode	CA	Southern Belle 53	87-201776	13	14 N	17 E
194642	Lode	CA	Southern Belle 54	87-201777	13	14 N	17 E
194643	Lode	CA	Southern Belle 55	87-201778	13	14 N	17 E
194644	Lode	CA	Southern Belle 56	87-201779	13	14 N	17 E
194645	Lode	CA	Southern Belle 57	87-201780	18	14 N	18 E
194646	Lode	CA	Southern Belle 58	87-201781	13/24	14 N	17 E
194647	Lode	CA	Southern Belle 59	87-201782	18/19	14 N	18 E
194648	Lode	CA	Southern Belle 60	87-201783	18	14 N	18 E
194649	Lode	CA	Southern Belle 62	87-201795	24/23	14 N	17 E

194651	Lode	CA	Southern Belle 64	87-201797	23/24	14 N	17 E
194652	Lode	CA	Southern Belle 65	87-201798	23/24	14 N	17 E
194653	Lode	CA	Southern Belle 66	87-201799	23/24	14 N	17 E
194654	Lode	CA	Southern Belle 67	87-201802	24	14 N	17 E
194655	Lode	CA	Southern Belle 68	87-201803	19	14 N	18 E
194656	Lode	CA	Southern Belle 70	87-201785	13	14 N	17 E
194657	Lode	CA	Southern Belle 71	87-201788	13	14 N	17 E
194658	Lode	CA	Southern Belle 72	87-201789	13	14 N	17 E
194659	Lode	CA	Southern Belle 73	87-201790	13	14 N	17 E
194660	Lode	CA	Southern Belle 74	87-201791	13	14 N	17 E
194661	Lode	CA	Southern Belle 75	87-201792	13/24	14 N	17 E
194662	Lode	CA	Southern Belle 76	87-201793	13/24	14 N	17 E
197371	Lode	CA	Southern Belle 83	87-366481	25/30	14 N	17 E
197372	Lode	CA	Southern Belle 84	87-366482	25	14 N	17 E
197373	Lode	CA	Southern Belle 85	87-366483	25	14 N	18 E
197374	Lode	CA	Southern Belle 86	87-366484	25	14 N	17 E
197800	Lode	CA	Southern Belle 77	87-316076	19	14 N	18 E
197801	Lode	CA	Southern Belle #78	87-316007	19	14 N	18 E
197802	Lode	CA	Southern Belle 79	87-316078	12	14 N	17 E
197803	Lode	CA	Southern Belle 80	87-316079	12/13	14 N	17 E
197804	Lode	CA	Southern Belle 81	87-316080	13	14 N	17 E
197805	Lode	CA	Southern Belle 82	87-316081	11/12	14 N	17 E
214060	Lode	CA	Southern Belle 97	88-363927	23	14 N	17 E
214061	Lode	CA	Southern Belle 98	88-363926	23	14 N	17 E
214062	Lode	CA	Southern Belle 99	88-363925	23	14 N	17 E
214063	Lode	CA	Southern Belle 100	88-363924	23	14 N	17 E
214064	Lode	CA	Southern Belle 101	88-363923	23	14 N	17 E
214065	Lode	CA	Southern Belle 102	88-363922	23	14 N	17 E
214066	Lode	CA	Southern Belle 103	88-363921	23	14 N	17 E
214067	Lode	CA	Southern Belle 104	88-363920	23	14 N	17 E
214068	Lode	CA	Southern Belle 105	88-363919	23	14 N	17 E
214069	Lode	CA	Southern Belle 106	88-363918	23	14 N	17 E
214070	Lode	CA	Southern Belle 107	88-363917	23	14 N	17 E
240477	Mill Site	CA	FT 247	90-483916	9	14 N	17 E
240532	Mill Site	CA	FT 302	90-483971	9	14 N	17 E
243182	Mill Site	CA	PS 2	91-077724	23	12 N	18 E
248628	Mill Site	CA	JCMV 14	91-404642	9	14 N	17 E