ASSET PURCHASE AGREEMENT

THIS AGREEMENT is dated the 7th day of January, 2014,

BETWEEN:

PRIZE MINING CORPORATION., an Alberta company (the "**Vendor**")

- AND -

CONSOLIDATED GOLDFIELDS CORPORATION, a Nevada company (the "**Purchaser**")

BACKGROUND:

A. The Vendor is the legal and beneficial owner of the assets (the "**Assets**") listed in Schedule "A" to this Agreement.

B. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Assets from the Vendor on the terms and conditions set forth in this Agreement.

NOW THEREFORE in consideration of the mutual covenants herein contained and set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, each Party hereby agrees as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** For the purpose of this Agreement:

(a) "**Agreement**", "**herein**", "**hereto**", "**hereof**" and similar expressions means this Asset Purchase Agreement, including the recitals to this agreement, and not to any particular article, section, subsection or other subdivision of this agreement, and includes every agreement varying, modifying, amending or supplementing this agreement;

(b) "**Closing**" means the completion of the Transactions;

(c) "**Closing Date**" means January 7, 2014, or such other date as may be agreed to by the Parties in writing;

(d) "**Closing Time**" means 10:00 a.m. (Calgary Time) on the Closing Date or such other time on the Closing Date as may be agreed to by the Parties in writing;

(e) "**Encumbrances**" means any lien, claim, charge, pledge, hypothecation, security interest, mortgage, title retention agreement, option, adverse claim or encumbrance of any nature or kind whatsoever, whether at law or in equity, whether conditional or absolute other than that right referred to in Section 2.5 hereof;



(f) "**Loan Agreement**" means the loan agreement appended dated November 6, 1998 between Muskox Holding Ltd. and Coglon Family Trust and

(g) "**Party**" means either the Purchaser or the Vendor and "**Parties**" shall mean all of the Vendor and Purchaser; and

(h) "**Transactions**" means the transactions contemplated by this Agreement.

1.2 **Captions and Section Numbers.** The headings and section references in this Agreement are for convenience of reference only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof.

1.3 **Extended Meanings.** The words "hereof", "herein", "hereunder" and similar expressions used in any clause, paragraph or section of this Agreement shall relate to the whole of this Agreement and not to that clause, paragraph or section only, unless otherwise expressly provided.

1.4 **Number and Gender.** Whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed to mean the plural or feminine or body corporate where the context of this Agreement or the Parties hereto so require.

1.5 **Section References.** Any reference to a particular "article", "section", "subsection" or other subdivision is to the particular article, section or other subdivision of this Agreement.

1.6 **Governing Law.** This Agreement and all matters arising hereunder shall be governed by, construed and enforced in accordance with the laws of the province of Alberta and all disputes arising under this Agreement shall be referred to the Courts of Alberta.

1.7 **Severability of Clauses.** In the event that any provision of this Agreement or any part thereof is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

1.8 **Currency.** All sums of money to be paid or calculated pursuant to this Agreement shall be paid or calculated in currency of the United States of America unless otherwise expressly stated.

1.9 **Schedules.** The attached schedules are incorporated into this Agreement and form part of it. All terms defined in this Agreement shall have the same meaning in the schedules. The schedules to this Agreement are:

Schedule "A" - The Assets
Schedule "B" - Bill of Sale

ARTICLE 2
PURCHASE AND SALE OF ASSETS

2.1 **Purchase and Sale.** Subject to the terms and conditions of this Agreement, at the Closing Time, the Vendor will sell, assign, transfer and convey the Assets to the Purchaser free and clear of all Encumbrances and the Purchaser will purchase and accept the Assets from the Vendor.

2.2 **Purchase Price.** Subject to the terms and conditions of this Agreement, the purchase price (the "**Purchase Price**") to be paid by the Purchaser to the Vendor for the Assets shall be **$1,000,000**.

2.3 **Consideration.** The Purchase Price shall be paid by the Purchaser by issuing and delivering 11,110,000 common shares in the capital of the Purchaser to the Vendor.

2.4 **GST.** If applicable to the Purchase Price under the *Excise Tax Act* (Canada), the Purchaser shall remit to the Vendor a cheque in the amount of $50,000 representing the Goods and Services Tax ("**GST**") applicable to the Purchase Price forthwith upon written request being made by the Vendor.

2.5 **Loan Agreement.** The Purchaser acknowledges that the Vendor may have reporting obligations owing under the Loan Agreement to Coglon Family Trust and the Purchaser agrees that the Vendor may maintain one copy of reports, maps, assay results and other relevant technical data which comprise the Assets for the sole purpose of satisfying such an obligation and should such an obligation be proven to exist or the Vendor otherwise agree such obligations exists, the Vendor may deliver one reports, maps, assay results and other relevant technical data which comprise the Assets to Coglon Family Trust (or its assigned if applicable).

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE VENDOR

3.1 **Representations and Warranties.** The Vendor hereby represents and warrants to the Purchaser, with the intent that the Purchaser shall rely thereon in entering into this Agreement and in concluding the Transactions, that:

(a) the Vendor is a corporation duly incorporated, validly existing, and in good standing under the laws of Alberta;

(b) the Vendor is the legal and beneficial owner of the Assets and the Vendor has the complete and exclusive right and authority to sell, assign, transfer and convey the Assets to the Purchaser free and clear of all Encumbrances;

(c) the Vendor's performance of this Agreement will not be in violation of any agreement to which any of the Vendor is a party and will not give any person, firm or corporation any right to terminate or cancel any agreement or any right enjoyed by the Vendor in relation to the Assets, nor result in the creation nor imposition of any Encumbrance of any nature whatsoever in favour of any third party upon or against the Assets; and

(d) this Agreement has been duly executed and delivered by the Vendor and (assuming due execution and delivery by the other Parties) is a legal, valid and binding obligation of it enforceable against it in accordance with its terms, except as that enforcement may be limited by bankruptcy, insolvency and other similar laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

3.2 **Survival.** The representations and warranties contained in Section 3.1 shall survive the completion of the Transactions contemplated by this Agreement and shall continue in full force and

effect for the benefit of the Purchaser thereafter, notwithstanding any independent inquiry or investigation by the Purchaser, for a period of three months from the Closing Date.

3.3 **Indemnity.** The Vendor covenants to indemnify and hold harmless the Purchaser from and against any loss, claims, damages, liability, expenses and costs, including any payment made in good faith in settlement of any claim or potential claim, arising from any of its representations and warranties set forth in Section 3.1 being incorrect or breached.

3.4 **As Is Where Is Sale**. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 3.1 OF THIS AGREEMENT, THE PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT VENDOR IS SELLING AND THE PURCHASER IS PURCHASING THE PURCHASED ASSETS ON AN "AS IS WITH ALL FAULTS" BASIS. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 3.1 OF THIS AGREEMENT, PURCHASER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM VENDOR OR ANY OTHER PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF VENDOR AS TO ANY MATTERS CONCERNING THE PURCHASED ASSETS.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

4.1 **Representations and Warranties.** The Purchaser hereby represents and warrants to the Vendor, with the intent that the Vendor shall rely thereon in entering into this Agreement and in concluding the transactions contemplated hereby, that:

(a) the Purchaser is a corporation duly formed, validly existing, and in good standing under the laws of the State of Nevada;

(b) the Purchaser has the power, authority and capacity to enter into this Agreement and to carry out the transactions contemplated hereby and this Agreement constitutes a legal, valid and binding obligation of the Purchaser.

4.2 **Survival.** The representations and warranties contained in Section 4.1 shall survive the completion of the Transactions contemplated by this Agreement and shall continue in full force and effect for the benefit of the Vendor thereafter, notwithstanding any independent inquiry or investigation by the Vendor, for a period of three months from the Closing Date.

4.3 **Indemnity.** The Purchaser covenants to indemnify and hold harmless the Vendor from and against any loss, claims, damages, liability, expenses and costs, including any payment made in good faith in settlement of any claim or potential claim, arising from any of the representations and warranties set forth in Section 4.1 being incorrect or breached.

ARTICLE 5
CLOSING ARRANGEMENTS

5.1 **Closing.** The Closing shall take place at the Closing Time at the offices of the Vendor in Calgary, Alberta or at such other place as may be agreed to by the Vendor and the Purchaser.

5.2 **Vendor's Closing Deliveries.** At the Closing, the Vendor shall deliver or cause to be delivered to the Purchaser the following:

(a) the duly executed Bill of Sale in the form attached hereto as Schedule "B";

(b) all such consents, elections (and supporting materials) transfers, conveyances, assignments, novation agreements, notices and other documents and instruments as the Purchaser may reasonably request for the purpose of effecting the transfer and conveyance of the Assets in accordance with the terms of this Agreement; and

(c) such other documentation as the Purchaser may reasonably request in order to establish the completion of the Transactions and the taking of all corporate proceedings in connection with the Transactions (as to certification and otherwise), in each case in form and substance satisfactory to the Purchaser, acting reasonably.

5.3 **Purchaser's Closing Deliveries.** At the Closing, the Purchaser shall deliver or cause to be delivered to the Vendor the following:

(a) a share certificate registered in the name of Prize Mining Corporation representing 11,110,000 common shares in the capital of the Purchaser; and

(b) all such consents and elections (and supporting materials) as the Vendor may reasonably request for the purposes of effecting the transfer and conveyance of the Assets in accordance herewith.

5.4 **Possession and Risk**. Possession and risk of the Assets shall pass to the Purchaser at the Closing Date.

5.5 **Indemnities.** Subject to Closing occurring, from and after the Closing Time:

(a) the Vendor assumes and agrees to indemnify and save harmless the Purchaser from and against all valid and binding obligations of the Purchaser which arise by virtue of the Vendor's interest in the Assets to the extent that such obligations and liabilities are attributable to a period commencing prior to the Closing Date; and

(b) the Purchaser assumes and agrees to indemnify and save harmless the Vendor from and against all valid and binding obligations and liabilities of the Vendor which arise by virtue of the Purchaser's interest in the Assets to the extent that such obligations and liabilities are attributable to a period commencing on or after the Closing Date.

ARTICLE 6
GENERAL PROVISIONS

6.1 **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, e-mailed, telecopied or mailed postage prepaid to the addresses as first set forth above or to such other address as may be given in writing by the Parties and shall be deemed to have been received, if delivered by hand, on the date of delivery; if e-mailed or faxed to the e-mail address or fax numbers located at the addresses set out above, if any, on the business day next following the date of transmission; and if mailed as aforesaid to the addresses set out above, on the fifth business day following the posting thereof; provided that if there shall be, between the time of mailing and the actual receipt of the notice, a mail strike, slowdown or other

labour dispute which might affect the delivery of the notice by the mails, then the notice shall only be effective if actually delivered, e-mailed or faxed to the e-mail address or fax numbers set out above.

6.2 **Time of Essence.** Time is hereby expressly made of the essence of this Agreement with respect to the performance by each of the Parties of their respective obligations under this Agreement.

6.3 **Binding Effect.** This Agreement shall enure to the benefit of and be binding upon each of the Parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

6.4 **Entire Agreement.** This Agreement, its appended Schedules and the relevant joint election forms referred to herein constitute the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede all previous expectations, understandings, communications, representations and agreements whether verbal or written between the Parties with respect to the subject matter hereof.

6.5 **Further Assurances.** Each of the Parties hereto hereby covenants and agrees to execute such further and other documents and instruments and to do such further and other things as may be necessary or desirable to implement and carry out the intent of this Agreement.

6.6 **Execution.** This Agreement may be executed in as many counterparts as are necessary and all counterparts together shall constitute the Agreement. This Agreement and all documents to be delivered pursuant to the Agreement may be executed by facsimile, PDF format signatures or other electronic means.

6.7 **Assignment.** None of the Parties may assign or transfer their respective rights under this Agreement.

6.8 **Amendments.** No amendment to this Agreement shall be valid unless it is evidenced by a written agreement executed by all of the Parties hereto.

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

PRIZE MINING CORPORATION

Per: _____
Timothy Bergen

CONSOLIDATED GOLDFIELDS CORPORATION

Per: _____

6.3 **Binding Effect.** This Agreement shall enure to the benefit of and be binding upon each of the Parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

6.4 **Entire Agreement.** This Agreement, its appended Schedules and the relevant joint election forms referred to herein constitute the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede all previous expectations, understandings, communications, representations and agreements whether verbal or written between the Parties with respect to the subject matter hereof.

6.5 **Further Assurances.** Each of the Parties hereto hereby covenants and agrees to execute such further and other documents and instruments and to do such further and other things as may be necessary or desirable to implement and carry out the intent of this Agreement.

6.6 **Execution.** This Agreement may be executed in as many counterparts as are necessary and all counterparts together shall constitute the Agreement. This Agreement and all documents to be delivered pursuant to the Agreement may be executed by facsimile, PDF format signatures or other electronic means.

6.7 **Assignment.** None of the Parties may assign or transfer their respective rights under this Agreement.

6.8 **Amendments.** No amendment to this Agreement shall be valid unless it is evidenced by a writing signed by all of the Parties hereto.

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

PRIZE MINING CORPORATION

Per: _____

[illegible]
CORPORATION

Per: _____

SCHEDULE "A"
THE ASSETS

See attached.

SCHEDULE "B"

BILL OF SALE

THIS BILL OF SALE made as of the 7th day of January, 2014,

BETWEEN:

PRIZE MINING CORPORATION., an Alberta company (the "**Vendor**")

- AND -

CONSOLIDATED GOLDFIELDS CORPORATION, a Nevado company (the "**Purchaser**")

BACKGROUND:

A. The Vendor and the Purchaser entered into an Asset Purchase Agreement dated the ____ day of January, 2014 (the "**Purchase Agreement**").

B. Pursuant to the Purchase Agreement, the Vendor agreed to sell, assign, transfer and convey to the Purchaser the Assets.

NOW THEREFORE, for good and valuable consideration now given by the Purchaser to the Vendor in accordance with the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties agree as follows:

1. Capitalized terms used in this Bill of Sale including the recitals, unless otherwise defined herein, shall have the meanings ascribed to them in the Purchase Agreement. In this Bill of Sale, "Closing Date" means the 7th day of January, 2014.

2. The Vendor hereby sells, assigns and transfers to the Purchaser as of and from the Closing Date all of the right, title and interest of the Vendor in and to the Assets, all of which are now in the possession of the Vendor, to have and to hold all of the Vendor's right, title and interest in and to the Assets unto the Purchaser, to and for the Purchaser's sole and only use forever, subject to the terms and conditions of the Purchase Agreement.

3. Subject to and except as provided in the Purchase Agreement, the Vendor further assigns to the Purchaser all of its right, title and interest under any product warranties, express or implied, made by third Parties relating to the Assets and Vendor agrees that Purchaser may make claims under any such warranty in its own name or the name of the Vendor.

4. The Vendor shall from time to time hereafter, at the reasonable request of the Purchaser, make, do, execute and deliver, or cause to be made, done, executed and delivered, all such further acts, instruments and assurances reasonably necessary or desirable to more effectually assign and transfer the Assets to the Purchaser as set out in this Bill of Sale.

5. This Bill of Sale is made pursuant to the Purchase Agreement and is not in derogation of any of the rights which the Vendor or the Purchaser have under the Purchase Agreement. The terms of the Purchase Agreement shall not merge in this Bill of Sale. In the event of any conflict or inconsistency between this Bill of Sale and the Purchase Agreement, the Purchase Agreement shall prevail.

6. This Bill of Sale shall be construed and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

7. This Bill of Sale shall enure to the benefit of and be binding upon the Vendor and its successors and assigns.

8. The provisions of this Bill of Sale shall survive the Closing of the Purchase Agreement.

IN WITNESS WHEREOF, this Bill of Sale has been executed as of the day and year first above written.

PRIZE MINING CORPORATION

Per: _____
Timothy Bergen

CONSOLIDATED GOLDFIELDS CORPORATION

Per: _____

5. This Bill of Sale is made pursuant to the Purchase Agreement and is not in derogation of any of the rights which the Vendor or the Purchaser have under the Purchase Agreement. The terms of the Purchase Agreement shall not merge in this Bill of Sale. In the event of any conflict or inconsistency between this Bill of Sale and the Purchase Agreement, the Purchase Agreement shall prevail.

6. This Bill of Sale shall be construed and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

7. This Bill of Sale shall enure to the benefit of and be binding upon the Vendor and its successors and assigns.

8. The provisions of this Bill of Sale shall survive the Closing of the Purchase Agreement.

IN WITNESS WHEREOF, this Bill of Sale has been executed as of the day and year first above written.

PRIZE MINING CORPORATION

Per: _____
Timothy Bergen

CONSOLIDATED GOLDFIELDS CORPORATION

Per: _____
Marc J. Andrews