

## Assignment of Contract

THIS AGREEMENT made as of the 24th day of November 2010

BETWEEN:

2185920 Ontario Inc. , a corporation incorporated under the laws of the Province of Ontario and having its head office at Toronto,

(hereinafter referred to as "Ontario")

OF THE FIRST PART,

-- and --

Bryn Resources Inc., a corporation incorporated under the laws of the State of Colorado and having its head office at Toronto Ontario,

(hereinafter referred to as "Bryn")

OF THE SECOND PART.

WHEREAS by a Mining Option Agreement dated the 24th day of November, 2010, (the "Agreement"), (a copy of which is attached hereto as Schedule "A") Ontario secured the exclusive right and option to acquire a 100% interest in a mining property in the Hants County District of Nova Scotia;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the respective covenants and agreements of the parties contained herein, together with the sum of ten dollars paid by each party hereto each of the other parties hereto and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto), it is agreed as follows:

1. **Assignment of Letter and Supply Contract.** Ontario hereby assigns to Bryn, it's interest in the Agreement and all benefits to be derived therefrom, subject to the observance and performance of the covenants, provisos, and conditions on the part of Ontario contained therein.
2. As further consideration for the aforesaid assignment Bryn agrees to issue to Ontario or whomever Ontario may direct, 85,000,000 shares of its restricted common stock.
3. **Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

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

5. **Transmission by Facsimile.** The parties hereto agree that this Agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

IN WITNESS WHEREOF the parties have duly executed this Assignment of Agreement this 24th day of November, 2010.

2185920 Ontario Inc.

Per: /s/ Joe Anfuso  
Joe Anfuso, Authorized Signing Officer

Bryn Resources Inc.

Per: /s/ Paul Diana  
Paul Diana, Authorized Signing Officer