

The following is Exhibit "AAA" referred to in the
Affidavit of David Langille, sworn before me at
the City of Toronto, in the Province of Ontario the
5th day of January, 2010

Jean E. Fiset

Notary Public
In and for the Province of Ontario

NET SMELTER ROYALTY AGREEMENT

THIS AGREEMENT dated August 1, 2006 is made:

BETWEEN:

BLUE NOTE METALS INC., a Canadian corporation
("Blue Note")

- and -

BREAKWATER RESOURCES LTD., a Canadian
corporation ("Breakwater")

RECITALS

- A. Blue Note has today acquired from CanZinco Inc. ("CanZinco"), a wholly-owned subsidiary of Breakwater, all of CanZinco's right, title and interest in and to assets that make up the Caribou mine and the Restigouche mine sites in New Brunswick, respectively the "Caribou Mine" and the "Restigouche Mine" as more particularly described in the asset purchase agreement dated July 26, 2006 between CanZinco and Blue Note (the "Asset Purchase Agreement") attached as Schedule "A" hereto;
- B. Part of the consideration to be paid by Blue Note to CanZinco for the Caribou Mine and the Restigouche Mine consists of this Agreement, between Blue Note and Breakwater pursuant to a direction from CanZinco to Blue Note;

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Interpretation

- 1.1 **Definitions:** In this Agreement, the following terms shall have the meanings set out below unless the context requires otherwise:

"Caribou Mine" shall have the meaning ascribed thereto in the Recitals to this Agreement;

"Debenture" shall mean the subordinated convertible debenture dated August 1, 2006 issued by Blue Note to Breakwater;

"Net Smelter Return" shall mean the actual market value received, from time to time, for lead, zinc and copper concentrates or other Products recovered from the ore extracted from the Caribou Mine and the Restigouche Mine by Blue Note from any independent smelter, or other purchaser or user, less:

- (a) all actual charges and costs, including insurance premiums, for transportation of Products from the processing facilities on or near the Caribou Mine and the

Restigouche Mine to the place of sale, or other disposition, whether transported by Blue Note or a third party;

- (b) all actual charges and costs for marketing the Products;
- (c) all actual charges, costs, deductions, and penalties for the treatment, tolling, or smelting of the Products and all costs and charges associated therewith, such as costs and charges with respect to handling, weighing, sampling, assaying and marketing, as well as presentation charges, referee's fees and expenses, after said Products leave the processing facility on or near the Caribou Mine and the Restigouche Mine; and
- (d) severance, production, *ad valorem*, excise, sales, and any other similar taxes or fees (excluding income taxes) paid to any lawful taxing authority on Products mined from the Property.

If Products are transported, processed or smelted by Blue Note or an affiliate thereof, all charges, costs, penalties, and deductions referred to above and used for calculating Net Smelter Return shall be equivalent to the prevailing competitive rates charged by a person who is not an affiliate in an arm's length transaction for transportation or smelting of a like quantity and quality of such Products.

"Net Smelter Return Royalty" means (i) one percent (1%) of the Net Smelter Return when the average price for zinc on the London Metal Exchange ("LME") for a quarter for which the calculation is made under section 3 is US \$0.65 to US \$0.70 inclusive per pound; and (ii) two percent (2%) of the Net Smelter Return when the average price of zinc on the LME is greater than US \$0.70 per pound for a quarter for which the calculation is made under section 3. No royalty shall be paid when the average price for zinc on the LME is less than US \$0.65 per pound for a quarter for which the calculation is made under section 3. If the LME ceases to publish a price for zinc, the price quoted by an equivalent market shall be used.

"Restigouche Mine" shall have the meaning ascribed thereto in the Recitals to this Agreement.

"Products" means all ores, minerals, metals and concentrates and any other mineral resources produced from the Caribou Mine and the Restigouche Mine during the term of this Agreement.

1.2 Interpretation: In this Agreement:

- (a) unless something in the subject matter or context is inconsistent therewith, words and expressions importing the singular numbers shall include the plural and *vice versa*, and words and expressions importing the use or any gender shall include the masculine, feminine and neuter genders;
- (b) reference to "Articles" refer to articles of this Agreement; references to "Sections" and "subsections" refer to sections and subsections of this Agreement; references to "paragraphs" and "subparagraphs" refer to paragraphs and subparagraphs of this Agreement; and

- (c) the division of this Agreement into Articles, Sections, subsections, paragraphs, subparagraphs and other portions and the insertion of headings are for convenience only and shall not affect or be taken into account in construing or interpreting this Agreement.
- 1.3 **Currency:** All dollar amounts referred to herein are in Canadian dollars unless specifically stated to be otherwise, for example, as US\$.
- 1.4 **Recitals and Schedule:** The Recitals and Schedule A hereto are incorporated into this Agreement and form parts hereof.
2. **Net Smelter Return Royalty:** Breakwater, shall be entitled to, and is hereby granted by Blue Note, the Net Smelter Return Royalty.
3. **Calculation of Net Smelter Return Royalty:** An estimate of quarterly Net Smelter Return Royalty shall be calculated by Blue Note at the end of each calendar quarter, and the Net Smelter Return Royalty shall be calculated by Blue Note at the end of each calendar year. The estimate of the quarterly Net Smelter Return Royalty and a statement containing Blue Note's calculation of the annual Net Smelter Return Royalty shall be transmitted to Breakwater together with payments of Net Smelter Return Royalty, if any, within 60 days of the end of the first three quarters of each calendar year and within ninety (90) days of the end of each calendar year, respectively.
4. **Verification and Disputing of Net Smelter Return Royalty:** Breakwater may verify and contest Blue Note's calculation of Net Smelter Return Royalty during a period of sixty days (60) following receipt of the annual statement of Net Smelter Return Royalty. Blue Note shall maintain adequate records, which shall be made available to Breakwater during said six (6) month period to enable Breakwater to verify the correctness of Blue Note's calculation of the Net Smelter Return Royalty. If Breakwater disputes, in writing, the correctness of Blue Note's determination of Net Smelter Return Royalty, the determination of whether an entry has been properly categorized or calculated shall be finally made by an independent auditor to be appointed by Blue Note. If Breakwater does not dispute, in writing, the correctness of Blue Note's determination of Net Smelter Return Royalty within six (6) months following the delivery of an annual statement, such annual statement shall be deemed to be correct and Breakwater shall waive all of its right to challenge said annual statement.
5. **Assignment:** The Net Smelter Return Royalty is a right running with the Caribou Mine and the Restigouche Mine. Breakwater shall have no right, title or interest in the Caribou Mine or the Restigouche Mine other than the rights granted in this Agreement. Breakwater may file or register notice of this Agreement or notice thereof as it deems fit, including with the Mining Recorder in New Brunswick. This Agreement shall be binding on any successor to Blue Note and on any assignee or purchaser of the Caribou Mine or the Restigouche Mine. Breakwater may not assign its rights under this Agreement to any person without the prior written approval of Blue Note, which approval shall not be unreasonably withheld.
6. **Representations and Warranties:** Each Party represents and warrants to the other that:


- (a) it is a body corporate duly incorporated and in good standing in its jurisdiction of incorporation and that it is qualified to do business and is in good standing in those jurisdictions where necessary in order to carry out the purposes of this Agreement;
- (b) it has the capacity and authority to enter into and perform this Agreement and all transactions contemplated herein and that all corporate and other actions required to authorize it to enter into and perform this Agreement have been properly taken;
- (c) it will not breach any other agreement, or any undertaking, security or arrangement by entering into or performing this Agreement; and
- (d) this Agreement has been duly executed and delivered by it and is valid and binding upon it in accordance with its terms and that the person executing this Agreement on its behalf is duly authorized to do so.
7. **Term:** The initial term of this Agreement shall be 10 years from the date hereof and shall be automatically renewed for subsequent 10-year terms thereafter until both of the Caribou Mine and the Restigouche Mine have been permanently closed; provided that this Agreement shall terminate on the transfer of a direct interest in the Caribou Mine and the Restigouche Mine to Breakwater pursuant to exercise by Breakwater of its option under section 3.1 of the Debenture.
8. **Governing Laws:** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the parties hereby irrevocably attorn to the jurisdiction of the courts thereof.
9. **Entire Agreement; Successors and Assigns.** This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties.
10. **Counterparts:** This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument and any of the Parties hereto may execute this Agreement by signing any such counterpart.

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

BLUE NOTE METALS INC.

BREAKWATER RESOURCES LTD.

Per:


 MICHAEL JUSSON
 CHAIRMAN AND CHIEF
 EXECUTIVE OFFICER

Per: _____

Per: _____

Per: _____

- (a) it is a body corporate duly incorporated and in good standing in its jurisdiction of incorporation and that it is qualified to do business and is in good standing in those jurisdictions where necessary in order to carry out the purposes of this Agreement;
 - (b) it has the capacity and authority to enter into and perform this Agreement and all transactions contemplated herein and that all corporate and other actions required to authorize it to enter into and perform this Agreement have been properly taken;
 - (c) it will not breach any other agreement, or any undertaking, security or arrangement by entering into or performing this Agreement; and
 - (d) this Agreement has been duly executed and delivered by it and is valid and binding upon it in accordance with its terms and that the person executing this Agreement on its behalf is duly authorized to do so.
7. **Term:** The initial term of this Agreement shall be 10 years from the date hereof and shall be automatically renewed for subsequent 10-year terms thereafter until both of the Caribou Mine and the Restigouche Mine have been permanently closed; provided that this Agreement shall terminate on the transfer of a direct interest in the Caribou Mine and the Restigouche Mine to Breakwater pursuant to exercise by Breakwater of its option under section 3.1 of the Debenture.
8. **Governing Laws:** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the parties hereby irrevocably attorn to the jurisdiction of the courts thereof.
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10. **Counterparts:** This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument and any of the Parties hereto may execute this Agreement by signing any such counterpart.

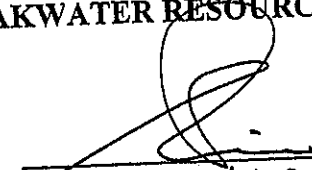
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.


BLUE NOTE METALS INC.

Per: _____

Per: _____

BREAKWATER RESOURCES LTD.

Per: 
 GEORGE E. PIRIE
 PRESIDENT AND COO

Per: 
 WILLIAM M. HEATH
 EXECUTIVE VICE PRESIDENT

The following is Exhibit "BBB" referred to in the
Affidavit of David Langille, sworn before me at
the City of Toronto, in the Province of Ontario the
5th day of January, 2010

Jan E. Erset

Notary Public
In and for the Province of Ontario

January 24, 2008

Mr. Bill Heath
President
CanZinco Ltd.
95 Wellington Street West
Suite 950
Toronto, ON M5J 2N7

Re: Commencement of Commercial Production Notice

Mr. Heath,

Pursuant to your letter dated January 18, 2008, Blue Note Mining Inc. ("**Blue Note**") wishes to reiterate to Breakwater Resources Ltd ("**Breakwater**") that the commencement of commercial production of Blue Note's Caribou and Restigouche mines has been determined by its management to be September 1, 2007 as per the terms of the Unsecured Subordinated Convertible Debenture executed on August 1, 2006 between Blue Note and Breakwater (the "**Debenture**"). We also wish to confirm that Blue Note's notice was sent within five business days of making such determination.

Furthermore, Blue Note wishes to confirm that it intends to notify Breakwater in accordance with the terms of the Debenture once Blue Note will have met the Exploration Cost Minimum (as such term is defined in the Debenture).

Yours truly,



Jean Mayer
Vice-President, Legal & Corporate Affairs

C.c. Mr. George E. Pirle, President & CEO of Breakwater Resources Ltd.

The following is Exhibit "CCC" referred to in the
Affidavit of David Langille, sworn before me at
the City of Toronto, in the Province of Ontario the
5th day of January, 2010

Dean S. Dusek

Notary Public
In and for the Province of Ontario



August 27, 2008

File No 401 06 0010
401 06 0019
445 02 1099
445 02 1171
445 02 1172
445 02 1174
445 02 2070

C. Paul W. Smith
Stewart McKelvey
PO Box 7289
Postal Station A
Saint John, NB
E2L 4S6

Dear Mr. Smith:

Re: Blue Note Mining Inc. – Caribou and Restigouche Mines

Thank you for your letter of June 4, 2008 in which you enclose an original and a copy of a Net Smelter Royalty Agreement entered into on August 1, 2006 between Blue Note Metals Inc and Breakwater Resources Ltd. You asked the agreement be filed under the Mining Act as the agreement affects mineral properties listed in Schedule 1.1(6).

Normally I would not file anything respecting a mineral claim or mining lease unless submitted by the lease holder or the claim holder. However, Section 5 of the above mentioned agreement states "Breakwater may file or register notice of this Agreement or notice thereof as it deems fit, including with the Mining Recorder in New Brunswick". Therefore I am noting this document as being received in the office of the Recorder June 13, 2008, the day your letter arrived. I shall also note that it was not sent to file until this the 27th day of August 2008.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Shaw".

Ron Shaw
Recorder

STEWART MCKELVEY

Suite 1000
Brunswick House
44 Chipman Hill
Saint John, NB
Canada E2L 2A9

Correspondence:
P.O. Box 7289
Postal Station A
Saint John, NB
Canada E2L 4S6

Telephone: 506.632.1970
Fax: 506.652.1989
saint-john@smss.com
www.smss.com

C. Paul W. Smith
Direct Dial: 506.632.2787
Direct Fax: 506.634.3573
psmith@smss.com

June 4, 2008

Office of the Mining Recorder
Hugh John Fleming Forestry Center
1350 Regent Street
Fredericton, NB
E3C 2G6

Attention: Ronald D. Shaw

Dear Sirs/Mesdames:

Re: Blue Note Mining Inc. – Caribou Mine and Restigouche Mine

RECEIVED

JUN 13 2008

Minerals

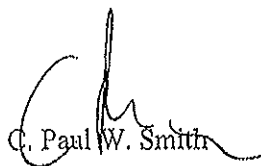
Enclosed please find an original and one copy of a Net Smelter Royalty Agreement entered into on August 1, 2006 between Blue Note Metals Inc. (now Blue Note Mining Inc.) and Breakwater Resources Ltd. in connection with the sale of the Caribou Mine and the Restigouche Mine to Blue Note.

The enclosed agreement affects the mineral properties described in Schedule 1.1(6) attached thereto and, accordingly, could you please file the same under the *Mining Act*. Kindly return one copy of the agreement to our attention with the registration particulars stamped thereon.

If you have any questions, please do not hesitate to contact me.

Yours truly,

Stewart McKelvey



C. Paul W. Smith

CPWS/bmm

Encl.

NET SMELTER ROYALTY AGREEMENT

THIS AGREEMENT dated August 1st, 2006 is made:

BETWEEN:

Agreement noted in the office of the Mining Recorder, Province of New Brunswick on this 13 day of August, ~~19~~ 2008

BLUE NOTE METALS INC., a Canadian corporation ("Blue Note")

- and -

[Signature]
Recorder
Fredericton

BREAKWATER RESOURCES LTD., a Canadian corporation ("Breakwater")

RECITALS

Signed Aug 27, 2008.

- A. Blue Note has today acquired from CanZinco Inc. ("CanZinco"), a wholly-owned subsidiary of Breakwater, all of CanZinco's right, title and interest in and to assets that make up the Caribou mine and the Restigouche mine sites in New Brunswick, respectively the "Caribou Mine" and the "Restigouche Mine" as more particularly described in the asset purchase agreement dated July 26, 2006 between CanZinco and Blue Note (the "Asset Purchase Agreement") attached as Schedule "A" hereto;
- B. Part of the consideration to be paid by Blue Note to CanZinco for the Caribou Mine and the Restigouche Mine consists of this Agreement, between Blue Note and Breakwater pursuant to a direction from CanZinco to Blue Note;

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Interpretation

1.1 **Definitions:** In this Agreement, the following terms shall have the meanings set out below unless the context requires otherwise:

"Caribou Mine" shall have the meaning ascribed thereto in the Recitals to this Agreement;

"Debenture" shall mean the subordinated convertible debenture dated August 1st, 2006 issued by Blue Note to Breakwater;

"Net Smelter Return" shall mean the actual market value received, from time to time, for lead, zinc and copper concentrates or other Products recovered from the ore extracted from the Caribou Mine and the Restigouche Mine by Blue Note from any independent smelter, or other purchaser or user, less:

- (a) all actual charges and costs, including insurance premiums, for transportation of Products from the processing facilities on or near the Caribou Mine and the

Restigouche Mine to the place of sale, or other disposition, whether transported by Blue Note or a third party;

- (b) all actual charges and costs for marketing the Products;
- (c) all actual charges, costs, deductions, and penalties for the treatment, tolling, or smelting of the Products and all costs and charges associated therewith, such as costs and charges with respect to handling, weighing, sampling, assaying and marketing, as well as presentation charges, referee's fees and expenses, after said Products leave the processing facility on or near the Caribou Mine and the Restigouche Mine; and
- (d) severance, production, *ad valorem*, excise, sales, and any other similar taxes or fees (excluding income taxes) paid to any lawful taxing authority on Products mined from the Property.

If Products are transported, processed or smelted by Blue Note or an affiliate thereof, all charges, costs, penalties, and deductions referred to above and used for calculating Net Smelter Return shall be equivalent to the prevailing competitive rates charged by a person who is not an affiliate in an arm's length transaction for transportation or smelting of a like quantity and quality of such Products.

"Net Smelter Return Royalty" means (i) one percent (1%) of the Net Smelter Return when the average price for zinc on the London Metal Exchange ("LME") for a quarter for which the calculation is made under section 3 is US \$0.65 to US \$0.70 inclusive per pound; and (ii) two percent (2%) of the Net Smelter Return when the average price of zinc on the LME is greater than US \$0.70 per pound for a quarter for which the calculation is made under section 3. No royalty shall be paid when the average price for zinc on the LME is less than US \$0.65 per pound for a quarter for which the calculation is made under section 3. If the LME ceases to publish a price for zinc, the price quoted by an equivalent market shall be used.

"Restigouche Mine" shall have the meaning ascribed thereto in the Recitals to this Agreement.

"Products" means all ores, minerals, metals and concentrates and any other mineral resources produced from the Caribou Mine and the Restigouche Mine during the term of this Agreement.

1.2 **Interpretation:** In this Agreement:

- (a) unless something in the subject matter or context is inconsistent therewith, words and expressions importing the singular numbers shall include the plural and *vice versa*, and words and expressions importing the use or any gender shall include the masculine, feminine and neuter genders;
- (b) reference to "Articles" refer to articles of this Agreement; references to "Sections" and "subsections" refer to sections and subsections of this Agreement; references to "paragraphs" and "subparagraphs" refer to paragraphs and subparagraphs of this Agreement; and

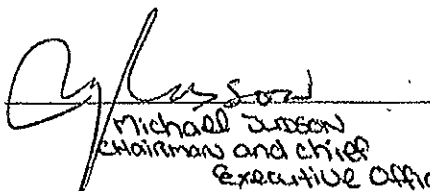
- (c) the division of this Agreement into Articles, Sections, subsections, paragraphs, subparagraphs and other portions and the insertion of headings are for convenience only and shall not affect or be taken into account in construing or interpreting this Agreement.
- 1.3 **Currency:** All dollar amounts referred to herein are in Canadian dollars unless specifically stated to be otherwise, for example, as US\$.
- 1.4 **Recitals and Schedule:** The Recitals and Schedule A hereto are incorporated into this Agreement and form parts hereof.
2. **Net Smelter Return Royalty:** Breakwater, shall be entitled to, and is hereby granted by Blue Note, the Net Smelter Return Royalty.
3. **Calculation of Net Smelter Return Royalty:** An estimate of quarterly Net Smelter Return Royalty shall be calculated by Blue Note at the end of each calendar quarter, and the Net Smelter Return Royalty shall be calculated by Blue Note at the end of each calendar year. The estimate of the quarterly Net Smelter Return Royalty and a statement containing Blue Note's calculation of the annual Net Smelter Return Royalty shall be transmitted to Breakwater together with payments of Net Smelter Return Royalty, if any, within 60 days of the end of the first three quarters of each calendar year and within ninety (90) days of the end of each calendar year, respectively.
4. **Verification and Disputing of Net Smelter Return Royalty:** Breakwater may verify and contest Blue Note's calculation of Net Smelter Return Royalty during a period of sixty days (60) following receipt of the annual statement of Net Smelter Return Royalty. Blue Note shall maintain adequate records, which shall be made available to Breakwater during said six (6) month period to enable Breakwater to verify the correctness of Blue Note's calculation of the Net Smelter Return Royalty. If Breakwater disputes, in writing, the correctness of Blue Note's determination of Net Smelter Return Royalty, the determination of whether an entry has been properly categorized or calculated shall be finally made by an independent auditor to be appointed by Blue Note. If Breakwater does not dispute, in writing, the correctness of Blue Note's determination of Net Smelter Return Royalty within six (6) months following the delivery of an annual statement, such annual statement shall be deemed to be correct and Breakwater shall waive all of its right to challenge said annual statement.
5. **Assignment:** The Net Smelter Return Royalty is a right running with the Caribou Mine and the Restigouche Mine. Breakwater shall have no right, title or interest in the Caribou Mine or the Restigouche Mine other than the rights granted in this Agreement. Breakwater may file or register notice of this Agreement or notice thereof as it deems fit, including with the Mining Recorder in New Brunswick. This Agreement shall be binding on any successor to Blue Note and on any assignee or purchaser of the Caribou Mine or the Restigouche Mine. Breakwater may not assign its rights under this Agreement to any person without the prior written approval of Blue Note, which approval shall not be unreasonably withheld.
6. **Representations and Warranties:** Each Party represents and warrants to the other that:

- (a) it is a body corporate duly incorporated and in good standing in its jurisdiction of incorporation and that it is qualified to do business and is in good standing in those jurisdictions where necessary in order to carry out the purposes of this Agreement;
 - (b) it has the capacity and authority to enter into and perform this Agreement and all transactions contemplated herein and that all corporate and other actions required to authorize it to enter into and perform this Agreement have been properly taken;
 - (c) it will not breach any other agreement, or any undertaking, security or arrangement by entering into or performing this Agreement; and
 - (d) this Agreement has been duly executed and delivered by it and is valid and binding upon it in accordance with its terms and that the person executing this Agreement on its behalf is duly authorized to do so.
7. **Term:** The initial term of this Agreement shall be 10 years from the date hereof and shall be automatically renewed for subsequent 10-year terms thereafter until both of the Caribou Mine and the Restigouche Mine have been permanently closed; provided that this Agreement shall terminate on the transfer of a direct interest in the Caribou Mine and the Restigouche Mine to Breakwater pursuant to exercise by Breakwater of its option under section 3.1 of the Debenture.
8. **Governing Laws:** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the parties hereby irrevocably attorn to the jurisdiction of the courts thereof.
9. **Entire Agreement; Successors and Assigns.** This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties.
10. **Counterparts:** This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument and any of the Parties hereto may execute this Agreement by signing any such counterpart.

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

BLUE NOTE METALS INC.

BREAKWATER RESOURCES LTD.

Per: 
 Michael Jensen
 Chairman and Chief
 Executive Officer

Per: _____

Per: _____

Per: _____

- (a) it is a body corporate duly incorporated and in good standing in its jurisdiction of incorporation and that it is qualified to do business and is in good standing in those jurisdictions where necessary in order to carry out the purposes of this Agreement;
 - (b) it has the capacity and authority to enter into and perform this Agreement and all transactions contemplated herein and that all corporate and other actions required to authorize it to enter into and perform this Agreement have been properly taken;
 - (c) it will not breach any other agreement, or any undertaking, security or arrangement by entering into or performing this Agreement; and
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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

BLUE NOTE METALS INC.

BREAKWATER RESOURCES LTD.

Per: _____

Per: _____

George E. Arie
 GEORGE E. ARIE
 PRESIDENT AND CEO

Per: _____

Per: _____

William M. Newth
 WILLIAM M. NEWTH
 EXECUTIVE VICE PRESIDENT

SCHEDULE "A"

The following is Schedule 1.1(6) Part I to the Asset Purchase Agreement dated July 26, 2006 between Canzinc Ltd. and Blue Note Metals Inc. describing the mineral properties included in the assets of the Caribou Mine and the Restigouche Mine. The remainder of the Asset Purchase Agreement has been redacted for confidentiality purposes.

SCHEDULE 1.1(6)

ASSETS

PART I
MINERAL PROPERTIES

Leases

ML246 Caribou Mining Lease -- Exp. October 27, 2008
ML255 Restigouche Mining Lease -- Exp. July 17, 2017
SIML2473 Restigouche Industrial Surface Mining Lease -- Exp. June 30, 2017
SIML2271 Woodside Brook Industrial Surface Mining Lease (Tailings Area) -- Exp.
May 31, 2026

Mining Claims

Restigouche Property (Surrounding Mining Lease) -- Exp. July 26, 2006

331904 -- 331910 ✓
331915 -- 331921
331942 -- 331948
331964 -- 331966
331969 -- 331970
331988 -- 331990
331993 -- 331994
335612 -- 335614
335617 -- 335618
335636 -- 335642

Woodside Brook Property (Tailings Area) -- Exp. June 15, 2007

334950 -- 334969
334972 -- 334977
334980 -- 334986

Armstrong Property -- Exp. July 29, 2007

335452 -- 335469
335471 -- 335473
335475 -- 335497

Carroll Armstrong Property -- Exp. July 29, 2007

362338 -- 362339
363049
367917 -- 367918

367923 – 367927

McMaster Property – Exp. July 27, 2006

333600 – 333614
335436 – 335444

Orvan Brook Property – Exp. July 27, 2006

329142 – 329151
335445 – 335451

Real Estate

All that certain lot, piece and parcel of land and premises owned by the Vendor and situate, lying and being in the County of Restigouche, Province of New Brunswick identified as PID 50072032, being 509 hectares, more or less, together with all other real property owned or controlled by the Vendor and used in connection with the Mine.