



Mines are Made, Not Found

TSX.V – BGM
Frankfurt - IWUB
www.barkervillegold.com

November 2013

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Legal Disclaimers & Cautionary Statement Regarding Forward Looking Statements (continued)

*Assessments of potential quantity and grade are conceptual in nature and there has been insufficient exploration to define a Mineral Resource and it is uncertain if further exploration will result in any of the exploration targets being delineated as a Mineral Resource.

(1) Technical Report effective December 31, 2012, Cariboo Gold Project, Barkerville Gold Mines Ltd., authored by Peter T. George, P.Geo, Ivor W.O. Jones, FAusIMM(CP), Robert McCarthy, P.Eng., and Michael B. Dufresne, P.Geo. (the "Technical Report")

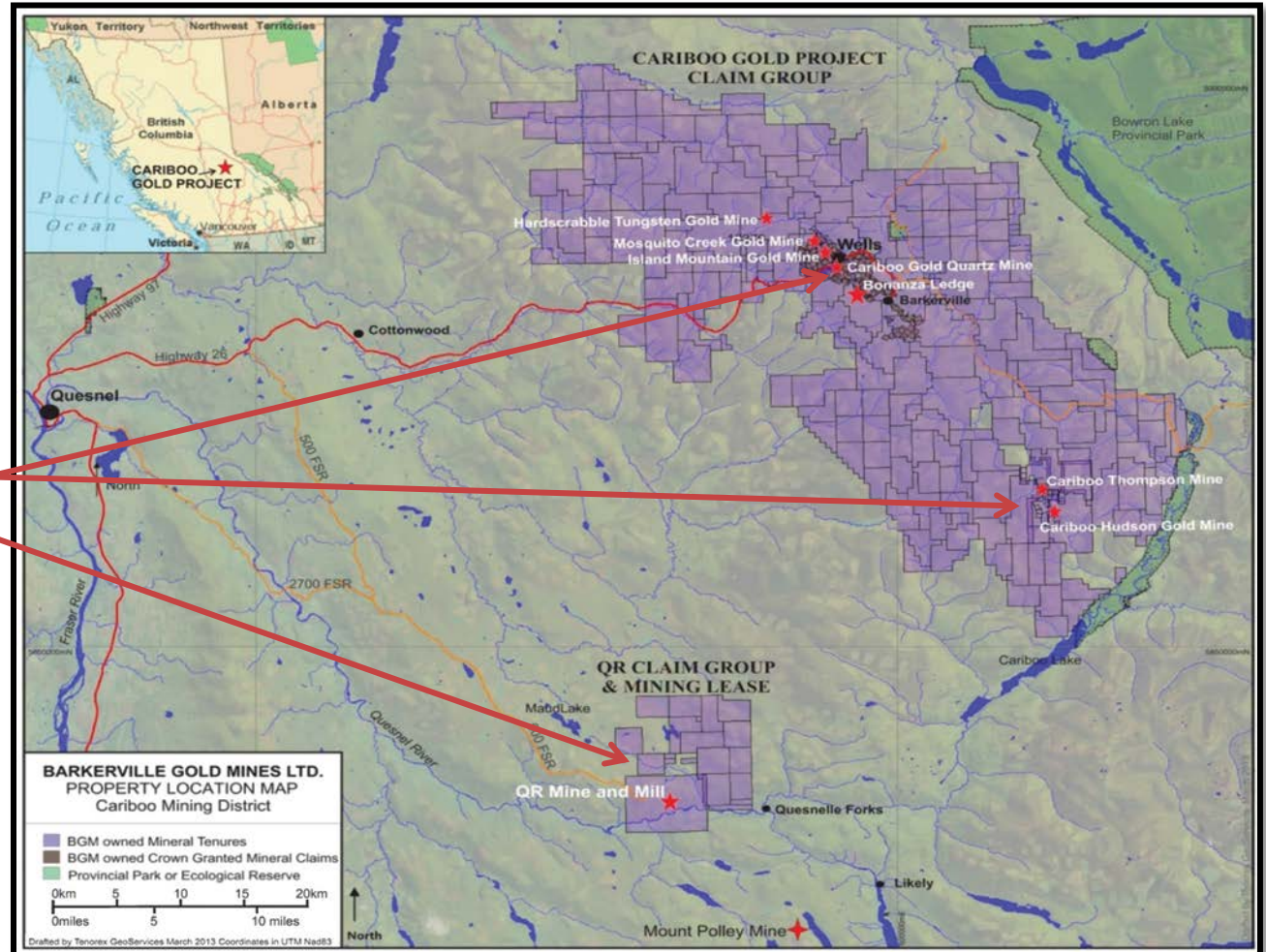
The technical information in this release has been reviewed and approved by Jim Yin, PhD, P.Geo., a geologist and a "Qualified Person" as defined under NI 43-101. Jim Yin is contracted by and is the Chief Geologist for the Company.

Cautionary Note to US Investors Concerning Resource Estimate:

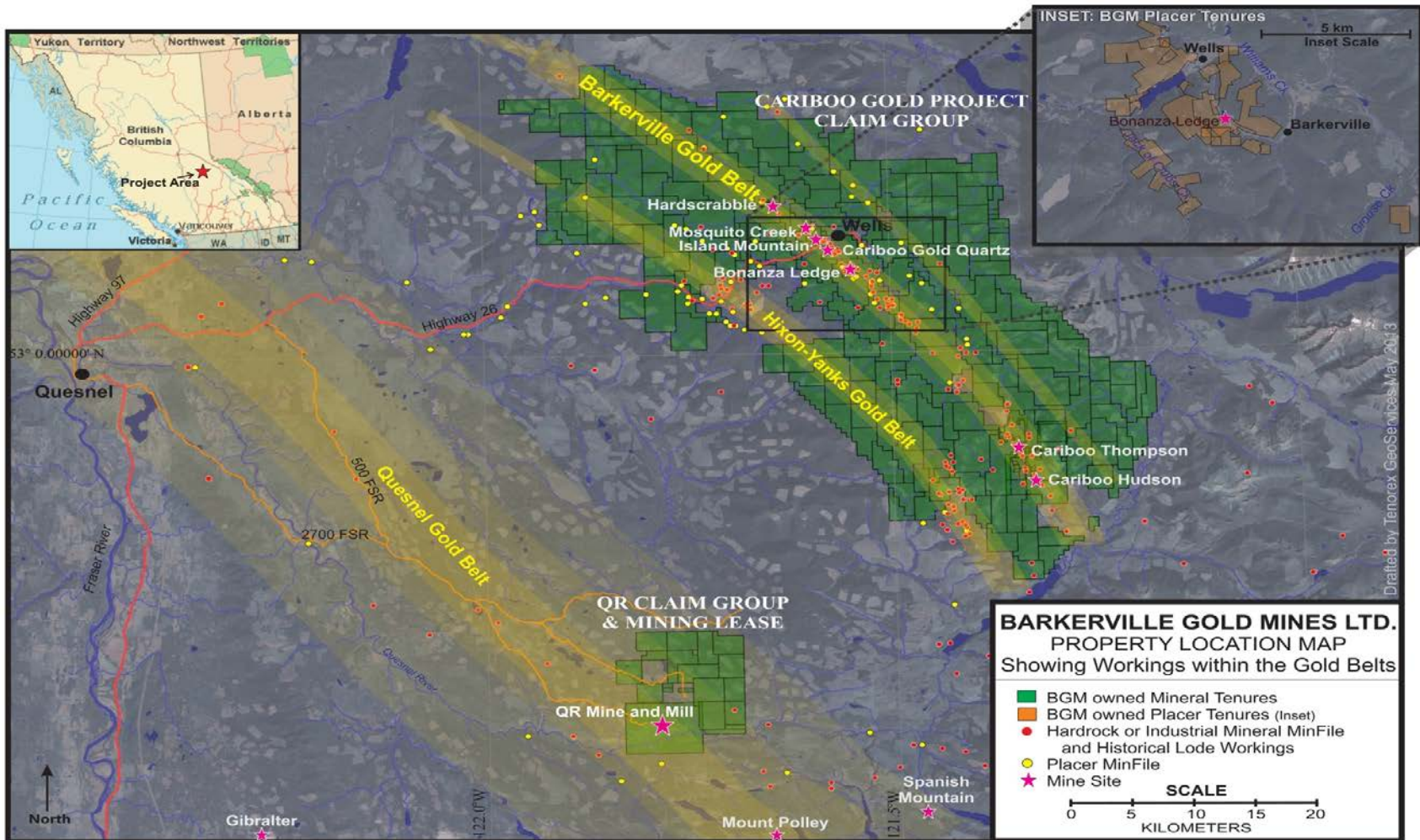
The resource estimates in this document were prepared in accordance with National Instrument 43-101, adopted by the Canadian Securities Administrators. The requirements of National Instrument 43-101 differ significantly from the requirements of the United States Securities and Exchange Commission (the "SEC"). In this document, we use the terms "measured," "indicated", and "inferred" resources. Although these terms are required and recognized in Canada, the SEC does not recognize them. The SEC permits US mining companies, in their filings with the SEC, to disclose only those mineral deposits that constitute "reserves." Under United States standards, mineralization may not be classified as a reserve unless the determination has been made that the mineralization could be economically and legally extracted at the time the determination is made. United States investors should not assume that all or any portion of a measured or indicated resource will ever be converted into "reserves". Further, "inferred resources" have a great amount of uncertainty as to their existence and whether they can be mined economically or legally, and United States investors should not assume that "inferred resources" exist or can be legally or economically mined, or that they will ever be upgraded to a higher category.

Claims within 60km Gold Bearing Mineral Belt Including QR Mine and Mill

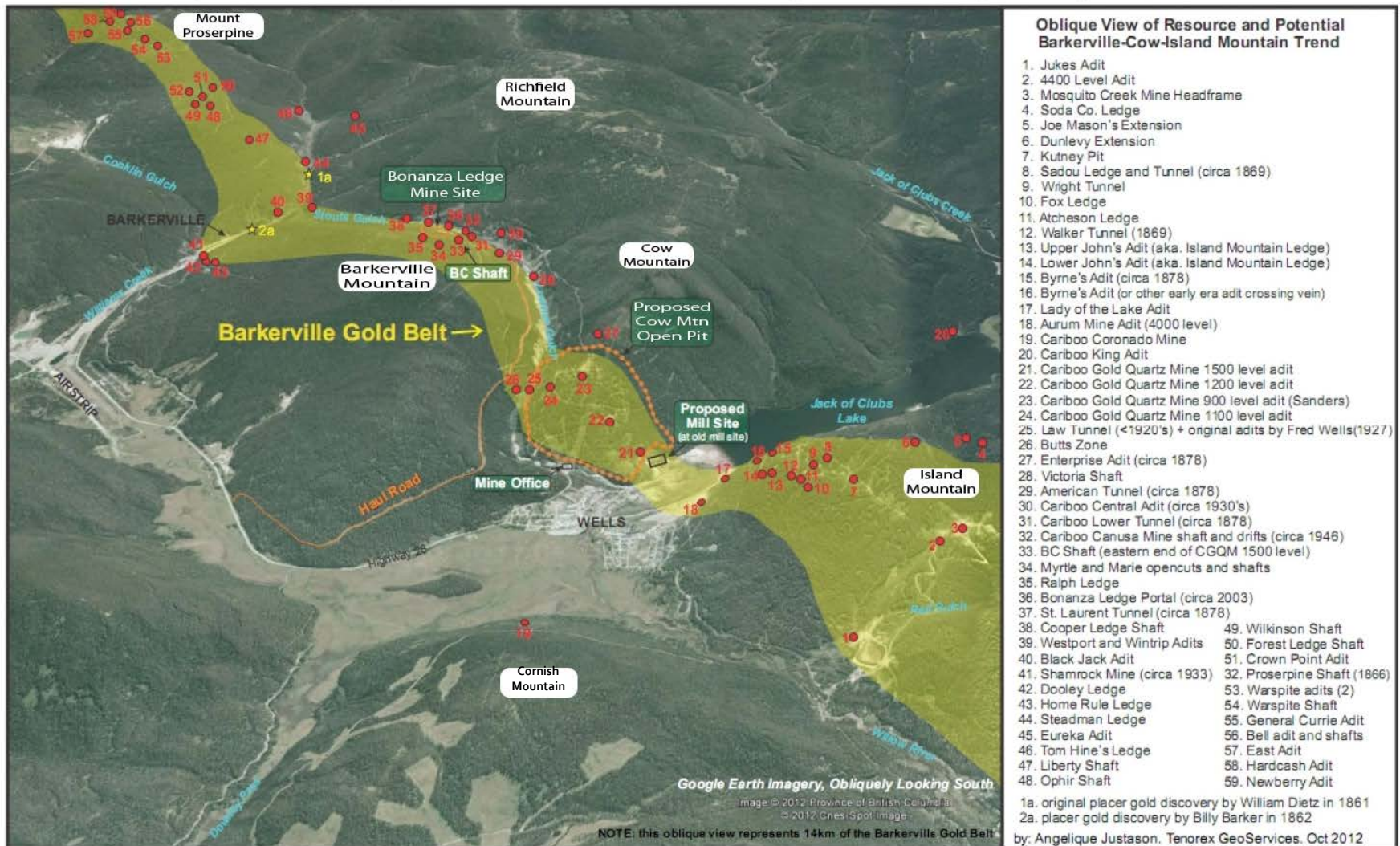
- 127,520 hectares
- 173 Crown Granted mineral claims with production rights/includes some surface rights
- 2152 hectares placer leases/311 hectares placer claims, all within the Barkerville Gold Belt
- 101 creeks with reported placer production
- 4 gold bearing belts
- 7 past producing mines
- QR Mine and Mill
- Distance between QR Mill and Wells 110km by road (59km on 500 Forestry Road/51km Highway 26)
- 2 Preliminary Feasibility Studies QR Mine and Mill (Dec 2009)
Bonanza Ledge Mine (Sept 2009)
- Resource Estimate Cow Mountain (Dec 2012)



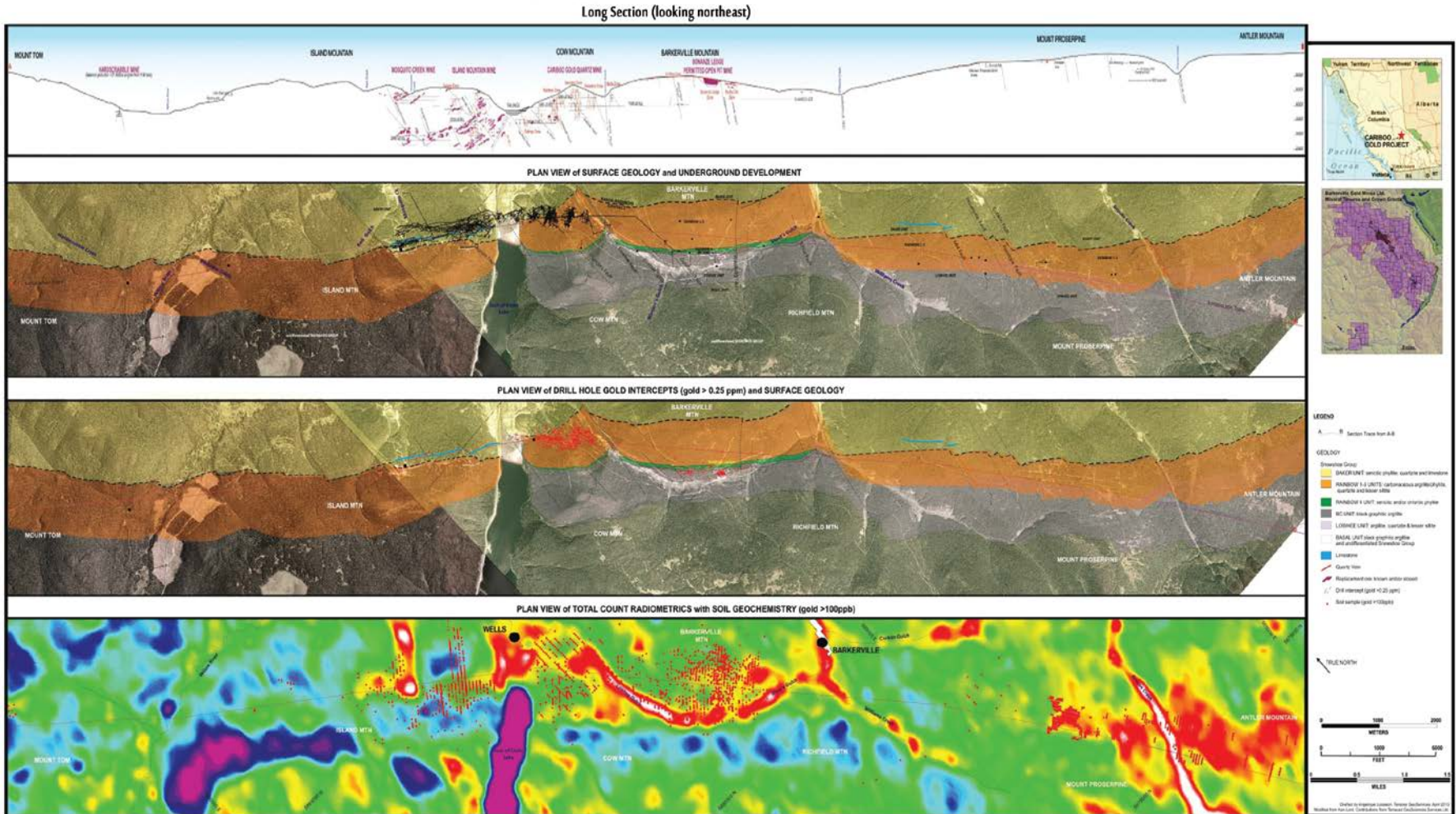
4 Gold Mineralized Trends Including Gold Showings of the Cariboo Gold Belt



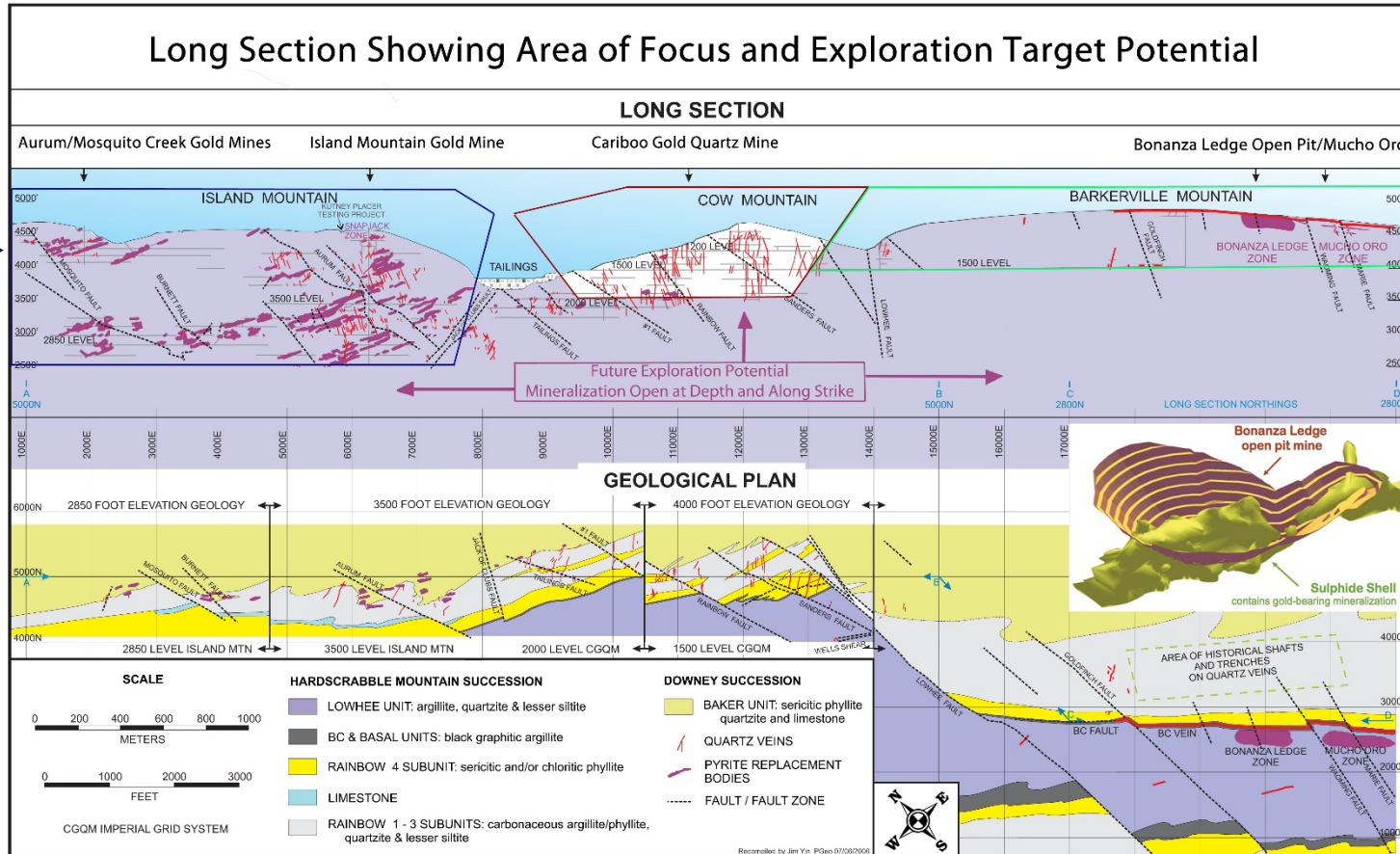
14km Oblique View of Resource and Potential



Plan View and Long Section of Mount Tom - Antler Mtn 22km



8km Exploration Target Potential Future Exploration Potential and Current Resources ⁽¹⁾



ISLAND MOUNTAIN
 6-21 Million Oz. Au Exploration Target Potential
 Grade Range: 0.06 oz/t and 0.18 oz/t (2 to 6 ppm)

COW MOUNTAIN
 1.04 Million Oz. Au Indicated
 3.94 Million Oz. Au Inferred
 (see next slide for grade)

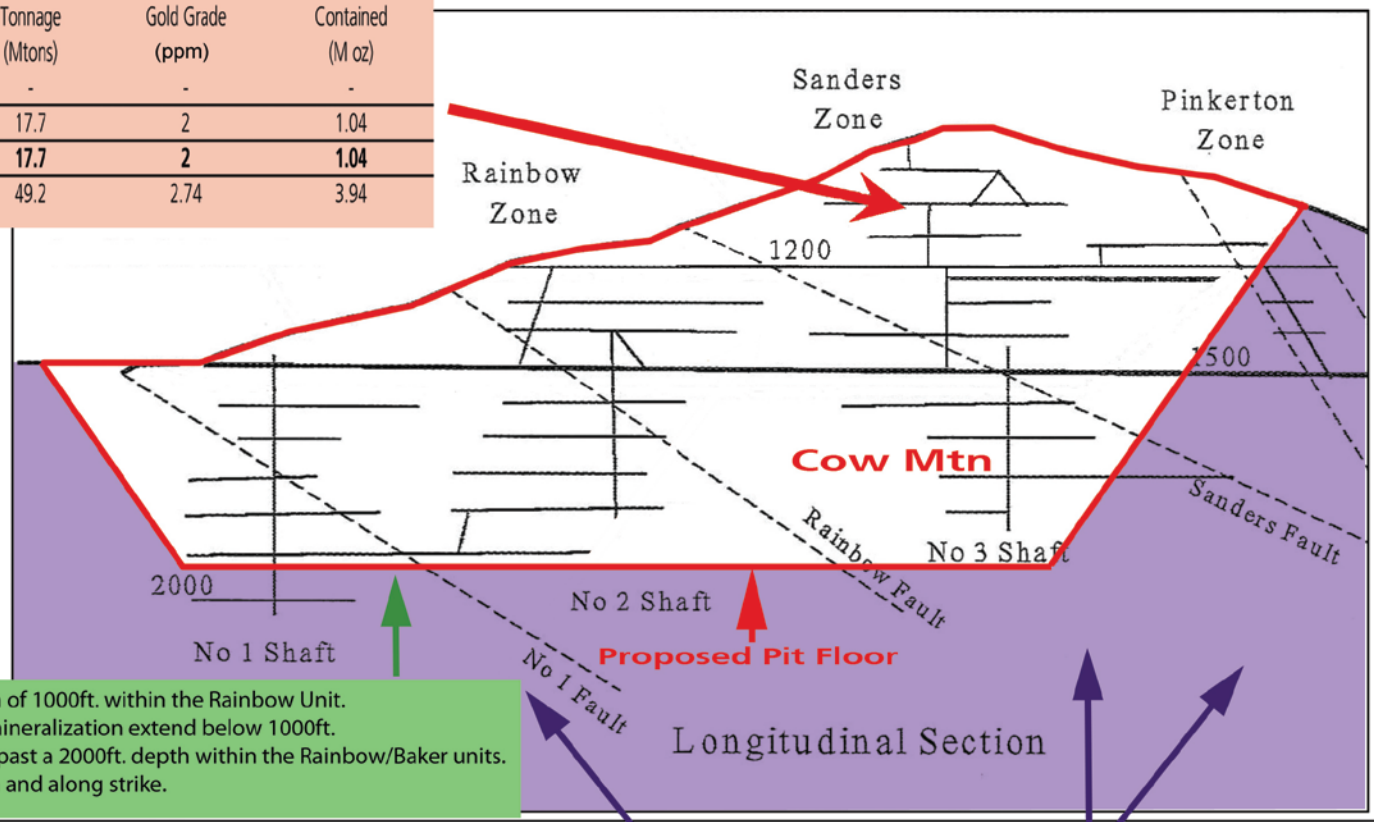
BARKERVILLE MOUNTAIN
 3-6 Million Oz. Au Exploration Target Potential
 Grade Range: 0.06 oz/t and 0.15 oz/t (2 to 5 ppm)

* Refer to Legal Disclaimers & Cautionary Statement Regarding Forward Looking Statements on page 3

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Table 1.3 Cow Mountain mineral resource reported at a cut-off grade of 0.012 oz/t Au

| Category | Tonnage (Mtons) | Gold Grade (ppm) | Contained (M oz) |
|-----------------------------|-----------------|------------------|------------------|
| Measured | - | - | - |
| Indicated | 17.7 | 2 | 1.04 |
| Measured + Indicated | 17.7 | 2 | 1.04 |
| Inferred | 49.2 | 2.74 | 3.94 |



Resource estimate to a depth of 1000ft. within the Rainbow Unit. Historic workings and gold mineralization extend below 1000ft. Workings in the area extend past a 2000ft. depth within the Rainbow/Baker units. Mineralization open at depth and along strike.

Metallurgical testing shows recoveries of 90%
 *see section 1.5 of the Technical Report

Future Exploration Area
 (Mineralization open at depth and along strike)

Island & Barkerville Mountain Exploration Potential

Island Mountain

Comparable to Cow Mountain but twice the strike length 1.5 miles approx. (2.4km)

Tonnage range 100-350 Million tons

Grade range 0.06 oz/t and 0.18oz/t (1.866g to 5.598g)

Exploration Target Potential **6-21 Million oz/Au**

Barkerville Mountain

Strike potential 1.1 miles

Tonnage range 50 to 100 Million tons

Grade range 0.06oz/t to 0.15oz/t (1.866g to 4.665g)

Exploration Target Potential **3-6 Million oz/Au**



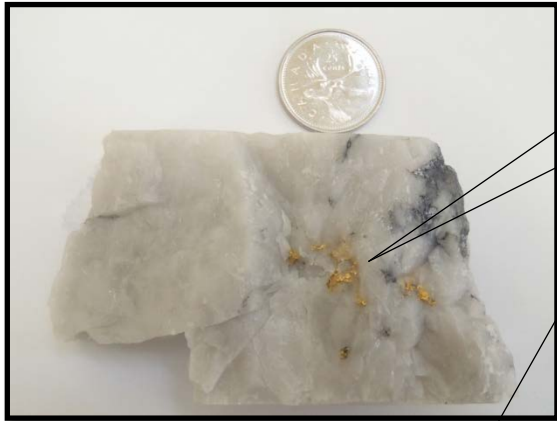
*Shear Veins, Jukes Adit,
Mosquito Creek Gold Mine on Island Mountain

Island/Cow/Barkerville Mountain

The total exploration target potential of the 4 mile long (6.4km) mineralized trend including the Barkerville mountain target and the Island Mountain target is 150 to 450 million tons (rounded to the nearest fifty) between 0.06 oz/t and 0.15 oz/t (2 to 5 ppm) Au and the target a range of between **9 to 27 million oz/Au**. The estimate of exploration target potential does not include the Cow Mountain Resource.

The above assessments of potential quantity and grade are conceptual in nature and there has been insufficient exploration to define a Mineral Resource and it is uncertain if further exploration will result in any of the exploration targets being delineated as a Mineral Resource.

Gold Quartz Project - Native Gold in Core



- Highest gold grade drill intercepts in the area
- 2 visible gold cores approx. 370m apart from 2 different gold zones
 - 3.4m 459g/t (top picture)
 - 19.9m 83.3g/t (bottom picture)
- QAQC of the 2009 and later sampling and assaying indicated reasonable quality of the results, however, new work indicated that the original fire assay results did not account for all of the gold in the samples, and metallic screen fire assays gave higher grade results (in the order of 15% to 20% higher).

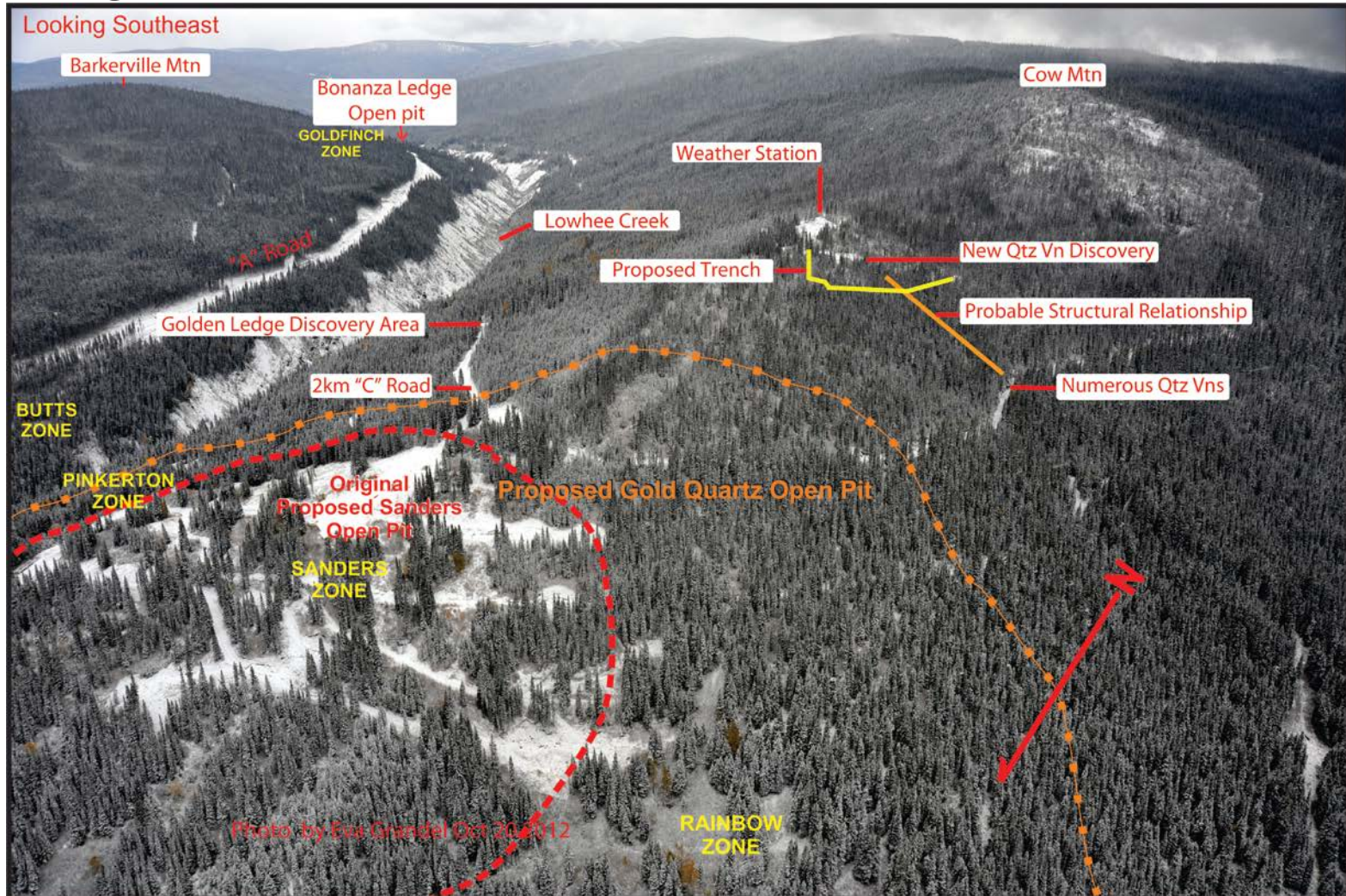
Permitted to Drill 2013 – 2014

- 1200 Holes: Island Mountain
- 100 Holes: Cow Mountain (Gold Quartz Project)
- 840 Holes: Barkerville Mountain
- 12 Holes: Proserpine Mountain
- 80 Holes: Antler Mountain

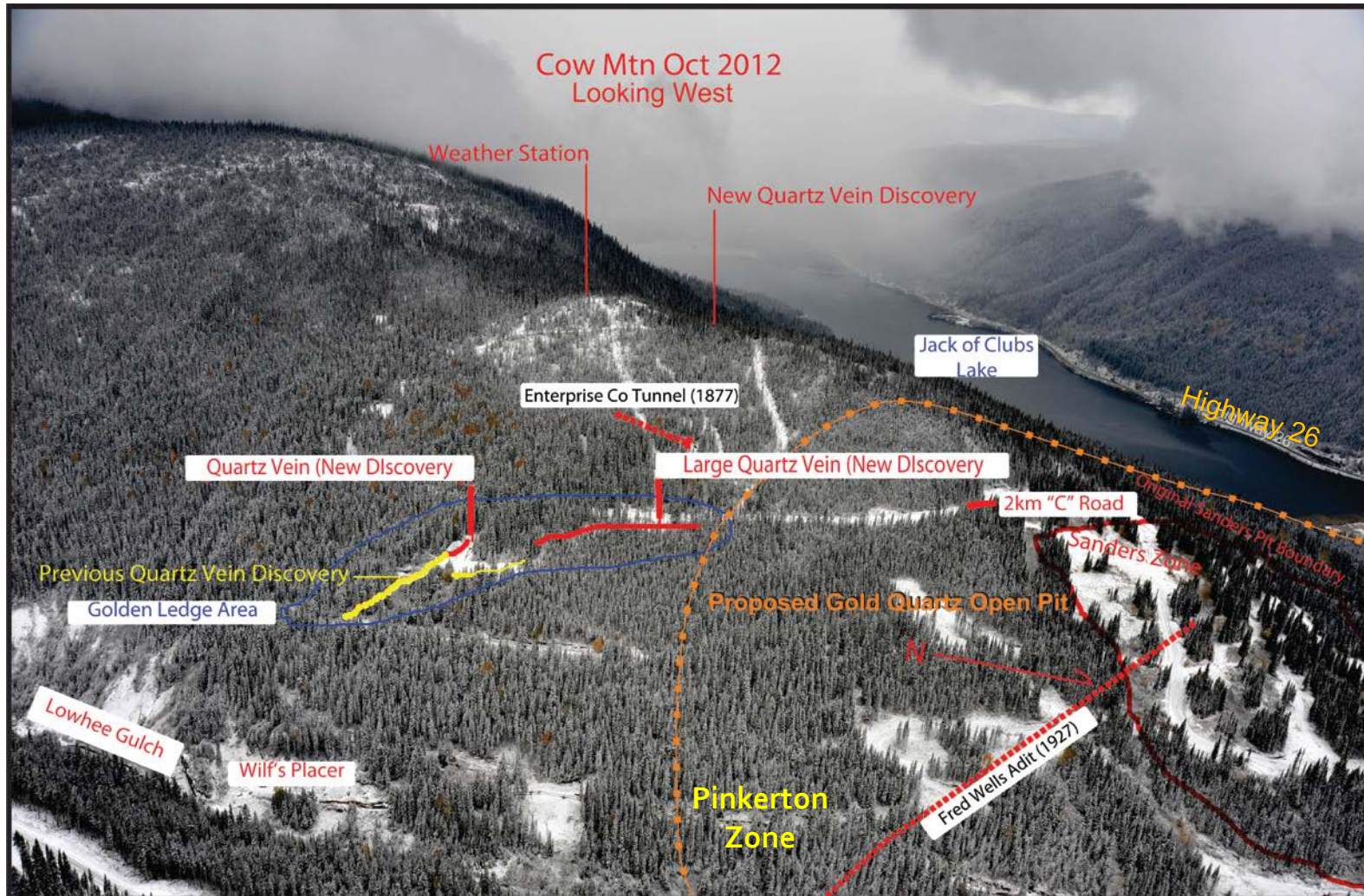
Highly Prospective Targets

- **BC Vein:** 2.2 Km long, 3 – 30 metres thick, open at depth and along strike
- **Island Mountain:** Adjacent to Cow Mountain, large unexplored areas on strike and above past producing Aurum, Island Mountain, and Mosquito Creek Gold Mines
- **Grouse Creek:** Runs approximately 7 kilometers long and is SE of Barkerville Mountain. Grouse Creek is directly on trend with the past producing mines in the area as well as the Bonanza Ledge gold deposit, all within a contiguous 60 kilometer geological gold belt owned by the Company.

Cow Mountain - Proposed Gold Quartz Mine (Looking Southeast)



Cow Mountain - Proposed Gold Quartz Mine (Looking West)



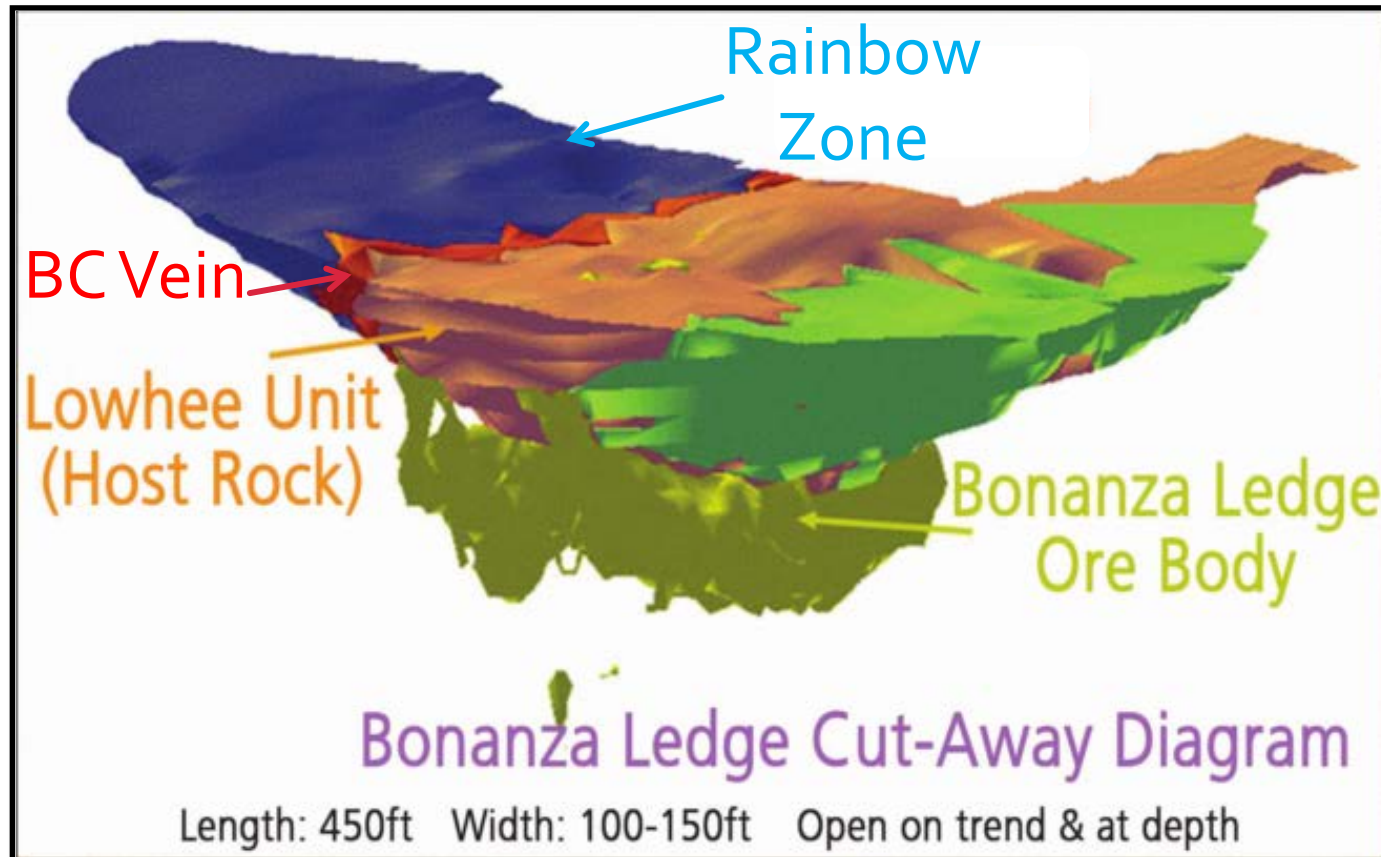
Bonanza Ledge Production 2013

- Density ore sorter to be relocated to Bonanza Ledge (used to separate variations in grade)
- Mining is scheduled for Q4 2013
- Plan to high grade pit for the first 2 years (ore sorter)
- 73,000 tonne yearly permit.
- Bonanza Ledge is open to South East, North West and at depth
- Step out drilling planned for 2013/2014

Bonanza Ledge mineral resource (cut-off grade 1.7 ppm / 0.05 oz/t Au, effective as of December 2013)

| Category | Tonnage (Mtonnes) | Tons (Mtons) | Gold Grade (ppm) | Contained (k oz) |
|-----------------------------|-------------------|--------------|------------------|------------------|
| Measured | 0.17 | 0.19 | 8.74 | 48 |
| Indicated | 0.24 | 0.27 | 6.86 | 54 |
| Measured + Indicated | 0.42 | 0.46 | 7.63 | 102 |
| Inferred | 0.28 | 0.31 | 7.78 | 70 |





Highlight intercept: BCo9-12 hits 84.4 metres of 16.5 g/t Au
Including 37.5 metres of 36.1 g/t Au



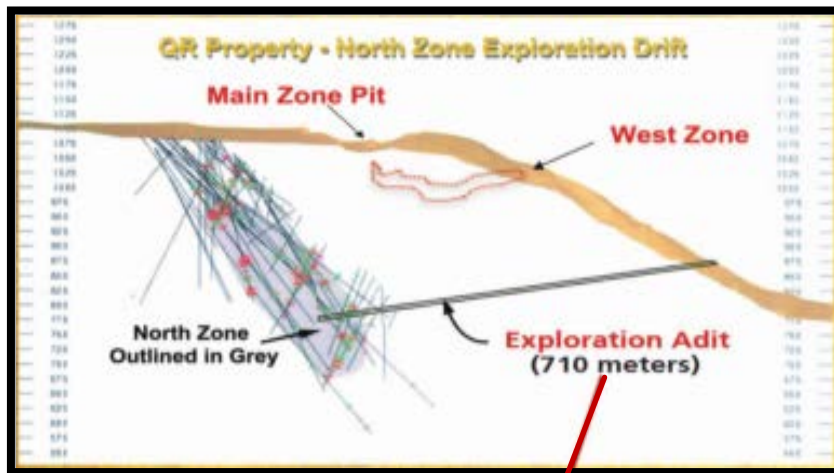
Density ore sorter to be utilized at Bonanza Ledge Open Pit for separating variations in grade.

Barkerville Gold's QR Mine & Mill Facility

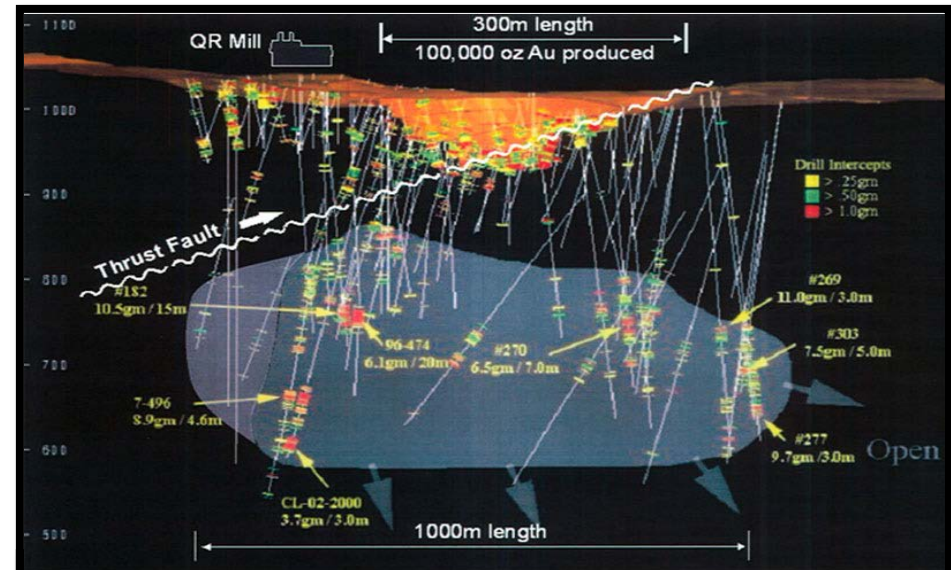
- 900 tonne per day
- 110 km from Bonanza Ledge project by all-weather road
- 3-phase hydro power
- Fully operational
- Currently negotiating custom milling opportunities
- QR mining lease totals 3164 hectares/QR claim group totals 6914 hectares



QR North Zone Target



- North Zone portal
- Next Zone at QR to be developed
- Strike length 1000 meters
- Largest known gold zone at the QR, 1,000 meter drill indicated strike, 710 meter long adit which will be used to access the zone and complete further drilling and development





Excavator feeding grizzly
above primary jaw crusher
at the QR Mill facility



Secondary and tertiary
cone crushers and
screen plant at the QR
Mill Facility





Crushed ore on belt between fine ore bin and ball mill at the QR Mill Facility



Crushed ore dumping into ball mill at the QR Mill Facility



Primary ball mill grinding ore at the QR Mill



Primary ball mill (left) and secondary ball mill (right)

Goldstream Mill



Barkerville Gold's Goldstream Mill

- Originally built by Noranda in 1973
- 1,360 tonne per day gold milling facility
- Purchased from Bethlehem Resources for \$3.3M cash/stock
- Goldstream Mill provides the Company with quick access to milling equipment
- Currently on care and maintenance
- Intention to move mill to Wells, BC once construction permit is received
- Intention to increase size to 3,000-10,000 tonne per day

Production and Proposed Production in the Cariboo

- Gibraltar Mines *3
85,000 TPD
165 Million lbs Cu / year - 25 years
10.3 Billion lbs Cu
- Mount Polley *4
21,000 TPD
38.5 Million lbs Cu / year + 43,000 oz Au / year - 12 years
28.93 Billion lbs Cu
940,000 oz Au
- Spanish Mountain*5
40,000 TPD
197,000 oz Au / year - 14.4 years
NPV \$454 Million
IRR 15%

M + I - 3,180,000 oz Au @ 0.46 g/t with 4,780,000 oz Ag @ 0.68 g/t
Inf. - 3,650,000 oz Au @ 0.36 g/t with 6,620,000 oz Ag @ 0.65 g/t

*Information taken from the above mentioned companies' websites.

Barkerville's Qualified Person has been unable to verify the information provided above and such information is not necessarily indicative of mineralization on Barkerville's property.

3. Gibraltar Mines is 75% owned and operated by Taseko Mines Limited.
4. Mount Polley is owned by Imperial Metals Corporation through its subsidiary, Mount Polley Mining Corporation
5. Spanish Mountain Mine is owned by Spanish Mountain Gold Ltd.



Barkerville's first gold pour at the QR Mill Facility
September 2010

Production in North America

- Osisko Mining Corp. (Canadian Malartic)
 - 55,000 TPD
 - 500,000 - 600,000 oz Au / year - 16 years
 - P + P - 10.1 Million oz Au (310.6 Mt @ 1.01 g/t)
 - M + I - 11.7 Million oz Au (347.3 Mt @ 1.05 g/t)
 - Inf. - 1.2 Million oz Au (49.6 Mt @ 0.75 g/t)
 - *Resources Inclusive of Mineral Reserves
- Detour Gold Corp.
 - 55,000 TPD
 - 657,000 oz Au year - 21.5 years
 - Initial Capex \$1.5 Billion
 - Sustaining Capex \$1.2 Billion
 - P + P - 15.573 Million oz Au (470.0 Mt @ 1.03 g/t)
 - M + I - 23.261 Million oz Au (678.8 Mt @ 1.07 g/t)
 - Inf. - 5.785 Million oz Au (208.5 Mt @ 0.86 g/t)
 - *Resources Inclusive of Mineral Reserves
- Allied Nevada Gold Corp.
 - 130,000 TPD
 - 250,000 oz Au / year + 1,800,000 oz Ag - 19 years
 - After Tax NPV at 6% - \$2.7 Billion
 - Initial Capex \$1.24 Billion
 - Mill Production
 - P + P - 9.926 Million oz Au and 452.568 Million oz Ag (829.119 Mt @ 0.37 g/t Au & 17.1 g/t Ag)
 - M + I - 12.429 Million oz Au and 360.148 Million oz Ag (907.123 Mt @ 0.28 g/t Au & 7.78 g/t Ag)
 - Inf. - 476.244 Mt @ 0.34 g/t Au & 8.71 g/t Ag
 - *Resources Exclusive of Mineral Reserves

*Information taken from above mentioned companies' websites.

Barkerville's Qualified Person has been unable to verify the information provided above and such information is not necessarily indicative of mineralization on Barkerville's property.



J. Frank Callaghan, CEO
Gold bar poured February 27th 2013

Primary Focus in 2013 – 2014

Exploration Recommendations (the Technical Report)

Phase 1 (for completion during 2013).

Infill sampling of approximately 100,000 ft of un-sampled core from the period of 2007-2011

Assume average 5 ft length 20,000 samples at \$41/sample

.....\$ 820,000

Cow Mountain PEA

.....\$ 80,000

Bonanza Ledge Pre-Feasibility Study

.....\$ 250,000

Phase 2 (for completion by the end of 2014)

Complete 50,000 ft of drilling in the Barkerville Mountain area

50,000 ft of drilling, \$85 per ft (all-inclusive)

.....\$ 4,250,000

Sampling and assays (assume average 5 ft length 10,000 samples) at \$41/sample

.....\$ 410,000

Complete 100,000 ft of infill drilling in Island Mountain study area

100,000 ft of drilling, \$85 per ft (all-inclusive)

.....\$ 8,500,000

Sampling and assays (assume average 5 ft length 20,000 samples) at \$41/sample

.....\$ 820,000

Miscellaneous and Overhead Costs

.....\$ 1,400,000

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APEX
 Geoscience Ltd.

GEOEX LIMITED
 Serving the mining industry since 1974

* Phase 2 is not contingent on Phase 1

Barkerville Gold Mines Ltd.

| | |
|-----------------------------------|-------------------------|
| Chairman | Norman Anderson, P.Eng. |
| Chief Executive Officer/President | J. Frank Callaghan |
| Chief Financial Officer | Minaz Dhanani |
| Chief Geologist | Jim Yin, PhD, P.Geo. |
| Mine Manager | Kevin McMurren |
| Mine Superintendent | Tom Hatton |

Board of Directors

Norman Anderson, P.Eng.
J. Frank Callaghan
Andrew H. Rees, B.Comm.
Dave McMillan
Elena Clarici, PhD (Mining)
Minaz Dhanani
John Kutkevicius, B.Comm., LL.M.
Michael Steele, P.Eng.

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The following are summaries of these rights. Such summaries are subject to the express provisions of applicable securities legislation, and the rules, regulations and other instruments thereunder, and reference is made to the complete text of such provisions contained therein. Such provisions may contain certain limitations and statutory defences on which the Company and others may rely. These rights are in addition to, and without derogation from, any other right the investor may have at law. **Investors should refer to the applicable provisions of the securities legislation of their province for the particulars of these rights or consult with a legal adviser.**

For purposes of the following summaries, “Misrepresentation” means an untrue statement of a material fact or an omission to state a material fact that is necessary in order to make a statement not misleading in light of the circumstances in which it was made.

Rights of Action for Purchasers (continued)

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 - (a) for rescission, more than 180 days after the date of the transaction that gave rise to the cause of action; or
 - (b) for damages, more than the earlier of (i) 180 days after the investor first had knowledge of the facts giving rise to the cause of action, and (ii) three years after the date of the transaction that gave rise to the cause of action;
2. the Company will not be liable if it proves that the investor purchased the securities of the Company with knowledge of the Misrepresentation;
3. in an action for damages, the Company will not be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities of the Company as a result of the Misrepresentation relied upon; and
4. in no case shall the amount recoverable exceed the price at which the securities of the Company were offered to the investor.

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- (a) a Canadian financial institution (as defined in NI 45-106) or a Schedule III bank, meaning an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);
- (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada); or
- (c) a subsidiary of any person referred to in paragraphs (a) and (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary.

Rights of Action for Purchasers (continued)

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 - (a) after the date on which payment was made for the securities of the Company; or
 - (b) after the date on which the initial payment was made where payments subsequent to the initial payment are made pursuant to a contractual commitment assumed prior to, or concurrently with, the initial payment;
2. no person or company is liable if the person or company proves that the investor purchased the securities of the Company with knowledge of the Misrepresentation;
3. no person or company (other than the Company) is liable if the person or company proves that (i) the presentation was sent or delivered to the investor without the person’s or company’s knowledge or consent and that, on becoming aware of its delivery, the person or company gave reasonable general notice that it was delivered without the person’s or company’s knowledge or consent, (ii) after delivery of the presentation and before the purchase of the securities of the Company by the investor, on becoming aware of any Misrepresentation in the presentation, the person or company withdrew the person’s or company’s consent to the presentation and gave reasonable general notice of the withdrawal and the reason for it, or (iii) with respect to any part of the presentation purporting to be made on the authority of an expert or to be a copy of, or an extract from, a report, an opinion or a statement of an expert, the person or company had no reasonable grounds to believe and did not believe that (A) there had been a Misrepresentation, or (B) the relevant part of the presentation did not fairly represent the report, opinion or statement of the expert, or was not a fair copy of, or an extract from, the report, opinion or statement of the expert;
4. no person or company (other than the Company) is liable with respect to any part of the presentation not purporting to be made on the authority of an expert, or to be a copy, or an extract from, a report, opinion or statement of an expert unless the person or company (i) failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no Misrepresentation, or (ii) believed that there had been a Misrepresentation;
5. in an action for damages, no person or company is liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities of the Company as a result of the Misrepresentation;
6. in no case will the amount recoverable in any action exceed the price at which the securities of the Company were offered to the investor; and
7. if a Misrepresentation is contained in a record incorporated by reference into, or deemed incorporated by reference into, this presentation, the Misrepresentation is deemed to be contained in this presentation.

Rights of Action for Purchasers (continued)

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1. no action may be commenced to enforce a right of action:
 - (a) for rescission more than 180 days after the date of the transaction that gave rise to the cause of action; or
 - (b) for damages more than the earlier of (i) one year after the investor first had knowledge of the facts giving rise to the cause of action, and (ii) six years after the date of the transaction that gave rise to the cause of action;
2. the Company is not liable if it proves that the investor purchased the securities of the Company with knowledge of the Misrepresentation;
3. in an action for damages, the Company will not be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities of the Company as a result of the Misrepresentation relied upon; and
4. in no case shall the amount recoverable exceed the price at which the securities of the Company were offered to the investor.

Rights of Action for Purchasers (continued)

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1. no action shall be commenced to enforce the foregoing rights:
 - (a) in the case of an action for rescission, more than 180 days after the date of the transaction that gave rise to the cause of action; or
 - (b) in the case of any action, other than an action for rescission, the earlier of: (i) 180 days after the investor first had knowledge of the facts giving rise to the cause of the action; or (ii) three years after the date of the transaction that gave rise to the cause of the action;
2. no person or company is liable if the person or company proves that the investor purchased the securities of the Company with knowledge of the Misrepresentation;
3. no person or company (other than the Company) will be liable if it proves that:
 - (a) this presentation was sent to the investor without the person's or company's knowledge or consent and that, on becoming aware of its being sent, the person or company promptly gave reasonable notice to the Company that it was sent without the knowledge and consent of the person or company;
 - (b) the person or company, on becoming aware of any Misrepresentation in this presentation, withdrew the person's or company's consent to this presentation and gave reasonable notice of the withdrawal to the Company and the reason for it;
 - (c) with respect to any part of this presentation purporting to be made on the authority of an expert or to be a copy of, or an extract from, a report, statement or opinion of an expert, the person or company had no reasonable grounds to believe and did not believe that: (i) there had been a Misrepresentation; or (ii) the relevant part of this presentation did not fairly represent the report, statement or opinion of the expert, or was not a fair copy of, or an extract from, the report, statement or opinion of the expert; or
 - (d) with respect to any part of this presentation not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from, a report, statement or opinion of an expert, unless the person or company (i) failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no Misrepresentation; or (ii) believed that there had been a Misrepresentation;
4. in an action for damages, the defendant is not liable for any damages that it proves do not represent the depreciation in value of the securities of the Company as a result of the Misrepresentation; and
5. in no case shall the amount recoverable exceed the price at which the securities of the Company were offered to the investor under this presentation.

Rights of Action for Purchasers (continued)

Prince Edward Island. A “Misrepresentation” for purposes of the *Securities Act* (Prince Edward Island) also includes an omission to state a material fact that is required to be stated by the *Securities Act* (Prince Edward Island). If this presentation, together with any amendment to this presentation, delivered to an investor resident in Prince Edward Island contains a Misrepresentation and it was a Misrepresentation at the time of purchase, the investor will, without regard to whether the investor relied on the Misrepresentation, have a right of action against the Company and, subject to certain additional defences, every director of the Company at the date of this presentation for damages or, alternatively, while still the owner of the purchased securities, for rescission against the Company (in which case the investor shall have no right of action for damages against the persons described above), provided that:

1. no action shall be commenced to enforce the foregoing rights:
 - (a) in the case of an action for rescission, more than 180 days after the date of the transaction that gave rise to the cause of action; or
 - (b) in the case of any action, other than an action for rescission, more than the earlier of (i) 180 days after the date the investor first had knowledge of the facts giving rise to the cause of the action, or (ii) three years after the date of the transaction that gave rise to the cause of the action;
2. no person or company is liable if the person or company proves that the investor purchased the securities of the Company with knowledge of the Misrepresentation;
3. no person or company (other than the Company) is liable if it proves that (i) the presentation was sent to the investor without the person’s or company’s knowledge or consent and that, on becoming aware of its being sent, the person or company had promptly given reasonable notice to the Company that it was sent without the person’s or company’s knowledge and consent (ii) on becoming aware of any Misrepresentation in the presentation, the person or company withdrew the person’s or company’s consent to the presentation and gave reasonable notice to the Company of the withdrawal and the reason for it, or (iii) with respect to any part of the presentation purporting to be made on the authority of an expert or purporting to be a copy of, or an extract from, a report, an opinion or a statement of an expert, the person or company had no reasonable grounds to believe and did not believe that there had been a Misrepresentation, or the relevant part of the presentation did not fairly represent the report, opinion or statement of the expert, or was not a fair copy of, or an extract from, the report, opinion or statement of the expert;
4. no person or company (other than the Company) will be liable with respect to any part of the presentation not purporting to be made on the authority of an expert or to be a copy of, or an extract from, report an opinion or a statement of an expert unless the person or company (i) failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no Misrepresentation or (ii) believed that there had been a Misrepresentation;
5. no person or company is liable with respect to a Misrepresentation in forward looking information if (i) the presentation containing the forward looking information also contains, proximate to the forward looking information, reasonable cautionary language identifying the forward looking information as such and identifying material factors that could cause actual results to differ materially from a conclusion, forecast or projection in the forward looking information, and a statement of the material factors or assumptions that were applied in drawing a conclusion or making a forecast or projection set out in the forward looking information; and (ii) the person or company had a reasonable basis for drawing the conclusions or making the forecast or projections set out in the forward looking information. This paragraph does not relieve a person of liability respecting forward looking information in a financial statement required to be filed under Prince Edward Island securities laws;
6. in an action for damages, the defendant is not liable for any damages that is proves do not represent the depreciation in value of the securities of the Company resulting from the Misrepresentation; and
7. in no case shall the amount recoverable exceed the price at which the securities of the Company purchased by the investor were offered.

Rights of Action for Purchasers (continued)

Manitoba. If this presentation or any amendment hereto contains a Misrepresentation, an investor is deemed to have relied on the Misrepresentation and has a right of action for damages against the Company and, subject to certain additional defences, every director of the Company at the date of the presentation, or alternatively, while still the owner of the purchased securities, a right of rescission against the Company (in which case, the investor shall have no right of action for damages against the persons described above), provided that:

1. no action may be commenced to enforce a right of action:
 - (a) for rescission, more than 180 days after the date of the transaction that gave rise to the cause of action; or
 - (b) for damages, more than the earlier of (i) 180 days after the day that the investor first had knowledge of the facts giving rise to the cause of action, or (ii) two years after the date of the transaction that gave rise to the cause of action;
2. no person or company is liable if the person or company proves that the investor purchased the securities of the Company with knowledge of the Misrepresentation;
3. no person or company (other than the Company) will be liable if the person or company proves that (i) the presentation was sent to the investor without the person's or company's knowledge or consent, and that, after becoming aware of its delivery, the person or company promptly gave reasonable notice to the Company that it was sent without the person's or company's knowledge and consent, (ii) on becoming aware of the Misrepresentation, the person or company withdrew their respective consent to the presentation and gave reasonable notice to the Company of the withdrawal and the reason for it, or (iii) with respect to any part of the presentation purporting to be made on the authority of an expert or to be a copy of, or an extract from, an expert's report, opinion or statement, the person or company did not have any reasonable grounds to believe and did not believe that there had been a Misrepresentation, or the relevant part of the presentation did not fairly represent the expert's report, opinion or statement, or was not a fair copy of, or an extract from, the expert's report or statement;
4. no person or company (other than the Company) will be liable with respect to any part of the presentation not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from, an expert's report, opinion or statement, unless the person or company (i) did not conduct an investigation sufficient to provide reasonable grounds for a belief that there had been no Misrepresentation or (ii) believed that there had been a Misrepresentation;
5. in the case of an action for damages, the defendant is not liable for all or any part of the damages that the defendant proves do not represent the depreciation in value of the securities of the Company as a result of the Misrepresentation; and
6. in no case shall the amount recoverable exceed the price at which the securities of the Company were offered to the Investor under this presentation.

Rights of Action for Purchasers (continued)

Saskatchewan. If this presentation, together with any amendment to this presentation, is sent or delivered to an investor resident in Saskatchewan and contains a Misrepresentation at the time of purchase, the investor is deemed to have relied upon that Misrepresentation and will have a right for damages against the Company, every promoter and director of the Company, every person or Company whose consent has been filed respecting the offering, but only with respect to reports, opinions or statements that have been made by them, and every person or company who sells securities on behalf of the Company under the presentation, or alternatively, while still the owner of the purchased securities, for rescission against the Company (in which case the investor shall have no right of action for damages against the persons described above), provided that:

1. no person or company will be liable if the person or company proves that the investor purchased the securities of the Company with knowledge of the Misrepresentation;
2. no person or company (other than the Company) will be liable if the person or company proves that (i) the presentation or amendment was sent or delivered without the person's or company's knowledge or consent and that, on becoming aware of it being sent or delivered, the person or company gave reasonable general notice that it was sent or delivered without the person's or company's knowledge, or (ii) with respect to any part of the presentation purporting to be made on the authority of an expert or purporting to be a copy of, or an extract from, a report, an opinion or a statement of an expert, the person or company had no reasonable grounds to believe and did not believe that there had been a Misrepresentation, or the relevant part of the presentation did not fairly represent the report, opinion or statement of the expert, or was not a fair copy or extract from the report, opinion or statement of the expert;
3. no person or company (other than the Company) will be liable with respect to any part of the presentation not purporting to be made on authority of an expert, or to be a copy of or an extract from a report, opinion or statement of an expert, unless the person or company (i) failed to conduct a reasonable investigation sufficient to provide reasonable grounds for a belief that there had been no Misrepresentation or (ii) believed there had been a Misrepresentation;
4. in the case of an action for damages, no person or company will be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities of the Company as a result of the Misrepresentation; and
5. in no case shall the amount recoverable exceed the price at which the securities of the Company were offered to the investor.

Not all defences upon which the Company or others may rely are described herein. Please refer to the full text of the *Securities Act* (Saskatchewan) for a complete listing.

Similar rights of action for damages and rescission are provided to residents in Saskatchewan in respect of a Misrepresentation in advertising and sales literature disseminated in connection with an offering of securities of the Company.

Where an individual makes a verbal statement to a prospective purchaser resident in Saskatchewan that contains a Misrepresentation relating to the securities of the Company purchased and the verbal statement is made either before or contemporaneously with the purchase of such securities of the Company, the purchaser has a right of action for damages against the individual who made the verbal statement if it was a Misrepresentation at the time of purchase, regardless of whether the purchaser relied on the Misrepresentation.

An investor resident in Saskatchewan to whom this presentation or any amendment hereto was not sent or delivered prior to or at the same time as the purchaser enters into an agreement to purchase the securities of the Company has a right of action for rescission or damages.

No action shall be commenced to enforce the foregoing rights:

- (a) in the case of action for rescission, more than 180 days after the date of the transaction that gave rise to the cause of action; or
- (b) in the case of any action, other than action for rescission, more than the earlier of (i) one year after the investor first had knowledge of the facts giving rise to the cause of action, or (ii) six years after the date of the transaction that gave rise to the cause of the action;

An investor resident in Saskatchewan who has entered into an agreement for the purchase of securities, which has not yet been completed, and who receives an amendment to the presentation that discloses (i) a material change in the affairs of the Company, (ii) a change in the terms or conditions of the offering as described in this presentation or (iii) securities to be distributed that are in addition to the securities of the Company described in this presentation, that occurred or arose before the investor entered into the agreement for the purchase of the securities of the Company, may within two business days of receiving the amendment deliver a notice to the Company or the agent from whom the securities of the Company are being purchased indicating the investor's intention not to be bound by the purchase agreement.

If the securities of the Company are sold in Saskatchewan in contravention of Saskatchewan securities legislation or a decision of Saskatchewan Financial Services Commission, a purchaser resident in Saskatchewan may elect to void the purchase agreement, and if the purchaser so elects, the purchaser is entitled to recover all money and other consideration paid by such purchaser for the securities of the Company.

Rights of Action for Purchasers (continued)

Rights for Purchasers in Alberta, British Columbia and Quebec

By purchasing the securities of the Company hereunder, purchasers in the provinces of Alberta, British Columbia and Quebec who are not entitled to the statutory rights described above, in consideration of their purchase of securities of the Company and upon accepting a purchase confirmation in respect thereof, are hereby granted a contractual right of action from damages or rescission that is substantially the same as the statutory right of action, if any, provided to residents of Ontario who purchase securities of the Company.

General

The foregoing summaries are subject to the express provisions of the applicable securities law of each jurisdiction, and the regulations, rules and policy statements thereunder and reference is made thereto for the complete text of such provisions.