

August 10, 2007

0789600100-PRO-R0001-00

Dr. Ibrahim M. Eitani President and CEO Al-Masane Al-Kobra Mining Co. PO Box 9301 Jeddah 21 412, Saudi Arabia

Dear Dr. Eitani,

# Subject Al Masane NI 43-101 Resource Model and Technical Report

#### 1.0 Introduction

Wardrop Engineering Inc. (Wardrop) has been requested to submit a proposal to complete a National Instrument 43-101 (NI 43-101) resource model and technical report for the Al Masane mining project in Saudi Arabia. This project is a 50/50 joint venture between Arabian Shield Development and Saudi investors. Al-Masane Al-Kobra Mining Co. (AMAK) is leading the joint venture and has made the request. The following document contains a proposal to generate a study report that is compliant with NI 43-101 standards.

Wardrop is a 900-person, 52-year-old consulting company specializing in engineering, geology, metallurgical, environmental, information technology and management services. We have over 250 professionals that focus on mining from front-end services through to site engineering and mine closure. Specifically for this proposal, our team brings the following strengths to your project:

- Extensive geological experience in VMS base metal deposits and resource estimation.
- Commitment to work with your team to ensure we are expediting your project.
- Offices in Vancouver, Toronto, Sudbury, Winnipeg and Thunder Bay to provide qualified resources.
- Capacity to provide a committed team to your project to ensure we meet schedule.

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#### 2.0 SCOPE OF WORK

The Al Masane project consists of three volcanic massive sulphide (VMS) bodies of which two have been drilled extensively and are accessible from a portal and ramp. Extensive work has been conducted in the past by WGM consultants with at least two feasibility studies completed. Davy International completed the last one over 10 years ago. Published studies are not NI 43-101 compliant and it is desired that a compliant resource model and report be completed to the NI 43-101 standards. The project representative (AMAK) has expressed a desire to put the property into production as quickly as possible (two years). Metallurgical testing has been completed by SGS and a plant design has been completed with previous feasibility studies. The construction of the milling facilities has already been awarded, with construction of the mine to be awarded to a Saudi company.

There exists a large body of geological and metallurgical data on paper. Approximately 330 diamond drill holes have been completed. There are also plans and sections through the major deposits and historical resources have been calculated. The principal deposits are the Al Houra and Saadah deposits, with a lesser defined deposit known as the Moyeath. The former two are accessed through an underground adit that is currently flooded and in the process of being de-watered. The metals proposed to be recovered are primarily zinc and copper with silver and gold as payable by-products. The recovery of these metals have been tested and understood from previous metallurgical studies at SGS. The client wishes that all of the data be digitized, a resource model be constructed and a mining and geotechnical assessment be provided. The client has also expressed a desire to outline procedures and provide technical staff training for operating the mine. Scope of work for this project is outlined below.

# 2.1 Data Conversion

The bulk of the data will be provided by WGM consultants with other data from company representatives currently working on this project. The data consists of the following:

- Geology, plans and sections that require scanning and digitizing. The mine grid will
  require digitizing and need to be converted to UTM coordinates. All survey data
  would also require this.
- Diamond drill logs that must be broken down to rock codes and other data suitable for digital modelling.
- Assay data for the diamond drill core.
- Compilation and verification of the data to be digitized.

We propose that the bulk of this work be carried out by lower cost labour such as students that are being supervised by a geologist. It is estimated that this work will be conducted by three to four people over a four week period.

## 2.2 Site Visit

A site visit will be required for a total duration up to 10-12 days in order to verify drill hole collars, additional geological logging, take samples of existing drill holes and other pertinent information as required by the NI 43-101 standard. Additional data may be garnered from site that may aid in defining the scope of work more clearly. An

example of this may be the twinning of holes to move the reserves to a proven category if assay certificates of surveyed holes cannot be confirmed. The travel arrangements and costs will be handled by Wardrop, or alternatively by AMAK if they feel that they can provide more competitive travel arrangements. The initial site visits will be for geological purposes and may require site visits from other Wardrop personnel for other purposes such as geotechnical or environmental assessments.

# 2.3 NI 43-101 Resource Model and Technical Report

This part of the project will be to classify and define the resource at the Al Masane project area contained in the three mineralized deposits. Tabulation and analysis of the resource, including variography will be completed for the four metals of interest and for each of the deposits. Wardrop will use Gemcom in modelling the resources of the project and will utilize the digitized data collected by WGM and others in prior years.

The NI 43-101 technical report will include the resource estimation and provide findings and recommendations for further work, including a review of the metallurgical and mining data.

## 2.3.1 Site Visit and Data Conversion

- Visit the project site while the data is being digitized to review historic and current core logging, sampling practices, core recoveries and site condition.
- Collect representative samples for assaying.

# 2.3.2 Geological Interpretation

 Review the digitized plans, sections, core logs, surveys and metallurgical data provided and build 3D solids and geological interpretations for the Gemcom resource model. This will be completed for all three deposits.

## 2.3.3 Geological Data Collection and Resource Estimate

- Review land tenure, permits and property ownership.
- Review the past drill programs, QA/QC programs and results (e.g. blanks, duplicate, analyses, standards, third party laboratory checks).
- Review survey data in database (sample location coordinates, drill hole collar coordinates, other workings).
- Update topographic surface from drill hole collars or use digitised topography if available.
- Validate 3D wireframe solids of the revised mineralized zone and underground development.
- Composite assays within the 3D solids.
- Compile and assess results of statistical work on assays and composites for the 4 metals contained in the deposit.
- Evaluate spatial continuity and distribution of each metal through variography.
- Develop interpolation plan and estimate the metal grades within the block model.
- Validate the resource model by means of the following activities:

- Conduct a visual inspection of sections and plans for reasonableness of grade interpolation with respect to drill hole composite values and geology/mineralized domains.
- Check for global and local bias (comparisons of interpolated grade, inverse distance weighting or kriging with nearest neighbour statistics).
- Compare the model and composite statistics.
- Determine resource classification and tabulate tonnage and grades.

# 2.3.4 NI 43-101 Compliant Technical Report Preparation

- Finalize report contributions from AMAK.
- Prepare those sections of the report for which Wardrop is responsible.
- Review other sections provided by AMAK for content and style.
- Compile the draft report and submit to AMAK for their review.
- Finalize the report after reviewing AMAK's comments.

#### 2.4 Other Services

Wardrop could furnish other services as desired by AMAK which have not been costed in this proposal. These include the following:

- Mine planning and mine design.
- · Geotechnical assessment and recommendations.
- Metallurgical planning and design.
- Environmental assessment and recommendations.
- Hydrological investigations and recommendations.
- Mining software recommendations and training.
- Staff technical training and safe operating procedures.
- Property valuation.

## 3.0 DATA FORMAT

Wardrop would compile the data stored at WGM's office in Toronto and from Al Masane personnel. The drill hole log data, working geological sectional interpretation, and level plan drawings are available in paper format and will be scanned and digitized. All the data formatted on paper documents will be digitized into a format suitable for inclusion into the Gemcom model.

## 4.0 WORK PLAN

Wardrop has divided the scope of work into eight individual tasks. These tasks or jobs will progress independently of one another where possible. The tasks are as follows:

 Diamond drillhole data entry into Excel database format, which includes drill hole header, lithology, assaying and logging information. Approximately 168 drill holes from a list of about 330 will be entered into the database providing a good representation of the drilling across the three deposits. Validation of the data entry will include a 5% check and possible double entry of the drill hole assay

- information. Upon validation determination >1% error, a 100% check of the database entry will be completed.
- Scanning and digitizing of section and plan drawings containing geological interpretations and level plan drawings. Approximately 200 to 300 drawings are planned to be digitized.
- 3. Loading the drill hole database and digitized interpretations into Gemcom geological resource modelling software.
- 4. Orebody geological interpretation and modelling of the three mineralized deposits.
- 5. Loading and modelling of the main drift development haulages, ramp and diamond drill stations.
- 6. Building surfaces of geological controls, which will include major fault interpretations, alteration areas and possible primary geology units.
- 7. Resource block modelling of the orebodies using the drill hole data database as follows:
  - a. Exploratory data analysis box plots, histograms, and probability plots.
  - b. Compositing.
  - c. Variography of the four metals of interest.
  - d. Interpolation plan.
  - e. Resource estimation nearest neighbour, inverse distance squared and ordinary kriging models.
  - f. Block model validation.
  - g. Plotting of sections, levels and longitudinals.
  - h. Resource classification.
- 8. Technical report compliant with NI 43-101 for the geological resource of the three deposits.
- 9. Project management of the above outlined tasks and jobs will be ongoing throughout the project. Project management will consist of defining project goals, objectives, budgets and timelines for completion of the Al Masane project. Project management will provide recommendations and assistance with data entry, selection of drill holes to enter and section and plans to digitize, define drilling targets throughout the project and liaison with AMAK and other individuals working on the project.

# **5.0 PERSONNEL**

Noris Del Bel Belluz will act as Project Manager and Shahé Naccashian will be the Job Manager for this project. Additional Wardrop personnel will be utilized to complete and expedite the work in a timely manner under Noris' direct supervision. Résumés are available upon request.

**Shahé Naccashian, P.Geo.** has 11 years of geological experience with recent experience in gold mining operations and base metal exploration in Canada, and overseas mainly in the Former Soviet Union. Shahé is an experienced computer user including the use of Datamine and Gemcom modeling software.

**Christopher Moreton, PhD, P.Geo** has nearly 20 years of hands-on exploration, operations and consulting experience in North America. He has worked in the Canadian Arctic, Mexico, Newfoundland, New Brunswick, Quebec and Ontario. He

has a doctorate in the structural analysis of base metal VMS deposits and has evaluated a variety of deposit types ranging from magmatic Ni-PGE ore bodies through to shear zone hosted gold deposits.

**Tim Maunula, P.Geo** has over 25 years of exploration, operations and consulting experience, including considerable resource estimation experience at numerous baseand precious-metal properties. Tim also has operations experience working in VMS deposits at Hudson Bay Mining and Smelting and the Ruttan Mine early on in his career.

**Pierre Desautels, P.Geo** has over 30 years experience in geological database applications, reserve estimations and mine production reconciliation. His area of expertise is with Gemcom software. At Gemcom he gained valuable experience in large system implementation in Canada, Mauritania, Peru, South Africa, Zambia and Ghana using both GEMS and SQL servers. As a mine geologist Pierre spent most of his career in Quebec and Ontario with some time in British Columbia working for a large molybdenum producer.

**Noris Del Bel Belluz, P.Geo**. has 27 years of Canadian and Indonesian operations experience in mine exploration, mine geology, mine planning, mine geotechnical, hydrogeology and project work. He is very familiar in the requirements of working overseas in operating mines, skilled in project management, team building, training and geological modeling. He also has extensive experience working in VMS and SEDEX base metal deposits.

#### **6.0 DELIVERABLES**

Wardrop will prepare three paper copies of the final NI 43-101 compliant technical report and an electronic version in Adobe Acrobat. One copy will be printed with complete appendices and the two remaining will contain the appendices in digital format on CD. All data converted to digital format will be provided to AMAK on CD.

## 7.0 SCHEDULE

The NI 43-101 resource model and compliant report for the Al Masane Project will be delivered by the middle of November 2007.

#### 8.0 Cost Proposal

Wardrop propose to perform the work on a cost-reimbursable basis. Services will be invoiced at flat rate per hour for each individual assigned to the work. The estimated hours and rates for this work are shown in the Table 1. The Task Based Summary provides a synopsis of labour hours and cost by task.

## **Table 1 Cost Estimate**

Task Based Summary			
Task	Labour (hrs)	Total (CDN\$)	
Data Review, Compilation, Entry			
and Verification	321	27,285	
Site Visit	80	10,800	
Resource Model	410	55,790	
Technical Report	491	43,065	
Project Management	21	2,985	
Total \$	1323	139,925	

Cost Allocation Summary				
Task	Rate (CDN\$)	Hours	Total (CDN\$)	
Labour	8	1323	139,925	
Administrative Expenses	8	1323	10,584	
Software	25	284	7,100	
Digitizing			1,000	
Travel Expenses			12,100	
Total \$			170,709	

Rates are applicable for the 2007 calendar year.

# **TERMS AND CONDITIONS**

Wardrop's General Terms and Conditions are attached to this proposal. We are willing to discuss changes to the work plan that you may wish to suggest. Our proposal is valid for your acceptance for 30 days, after which time a review of the terms and conditions offered may be required.

An advance payment of CDN\$85,000 is required to initiate this project.

We are happy to provide this proposal for your consideration. We look forward to working with AMAK on this project and assisting you in further development of the prospect. Please contact me at (416) 368-9080 if you have any questions.

Sincerely

Noris Del Bel Belluz, P.Geo. Manager, Technical Services Wardrop Engineering Inc.

N. OdBd Billy.

NB/vc Attachments Approved by

Tim Maunula, P.Geo. General Manager Wardrop Engineering Inc.

Jim Maurule

# PROPOSAL ACCEPTANCE

Al-Masane Al-Kobra Mining Co. agrees to this proposal, price, payment terms, and general terms and conditions, and authorizes Wardrop Engineering Inc. to proceed with the project as described in this letter. An advanced payment of CDN\$80,000.00 will be required before we proceed, which will be applied to the latter invoices during the term of this project.

Document Number:	0789600100-PRO-R0001-00
Project Description:	Al Masane NI 43-101 Resource Model and Technical Report
Fee Basis:	Time and Materials
Authorized Budget:	CDN\$170,709 (plus applicable taxes)
ACCEPTED THIS	DAY OF, 2007
Authorized Signature:	
Name: (Please Print):	
Position:	

# WARDROP ENGINEERING INC. GENERAL TERMS AND CONDITIONS

#### **DEFINITIONS**

"Client" means the company, organization or individual that has hired or retained or contracted with Wardrop, or that is contemplating hiring, retaining or contracting with Wardrop, to provide engineering services or any other services, goods or products in respect of the preparation of a report in compliance with National Instrument 43-101.

"Contract" means any contract, agreement or undertaking between Wardrop and the Client involving the provision of services, goods or products by Wardrop to the Client, and includes the general Terms and Conditions for Proposals and Contracts (the "General Terms") contained herein.

"Deliverables" means all items prepared by or on behalf of Wardrop to be delivered to the Client as stipulated in the Proposal or Contract, including without limitation all reports, drawings, analysis and documents.

"National Instrument 43-101" or "NI 43-101" means that policy established by the Canadian Securities Administrators for the standards of disclosure for mineral projects and shall include any amendments to such policy.

"Price" means the dollar amount stated in the Contract, for which Wardrop offers to undertake the scope of work specified, or, if a Contract has not yet been signed, then the dollar value stated in Wardrop's proposal for the proposed scope of work, as formally amended during subsequent negotiations. The Price is expressed in Canadian dollars, unless otherwise stated, and does not include any taxes, duties, levies or other assessments, all of which are extra. The amount stated does not include work steps not specifically stated in the Proposal.

"Project" means the provision of services, goods or products by Wardrop, as described in the Contract or Proposal.

"Proposal" means a proposal or offer made by Wardrop to provide services, goods or products to the Client.

"Wardrop" means Wardrop Engineering Inc.

# 2.0 Scope of Work, Technical Terms and Conditions

- Wardrop's Proposal to, and/or Contract with the Client, to which these General Terms are appended, and the associated Price, are based on the General Terms stated herein, and these General Terms form an integral part of the Proposal or Contract. In the event of any conflict between the Terms and Conditions of the Contract and these General Terms, the Terms and Conditions of the Contract shall govern.
- 2.2 The standard of care applicable to the services performed by Wardrop will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time the service is performed and under the similar conditions.
- All information and data to be provided by the Client or a third party to Wardrop will be in a standard industry format provided in a timely manner and will be complete and accurate in every way, and in sufficient detail to allow Wardrop to proceed with the Project and such disclosure will not be subject to confidentiality or similar provisions in favour of a third party. Wardrop accepts no responsibility for any errors or omissions in this information or any patent verifications or infringements pertaining to the supplied information and data.
- 2.4 In the event of any changes in the scope of work proposed in the Wardrop Proposal or the Contract, Client's delay or other events beyond Wardrop's control, including without limitation any actions of the Client, strikes, lockouts, or acts of God, the parties agree to promptly and in good faith enter into renegotiations on the price and/or delivery date.

## 3.0 PERIOD OF VALIDITY

Wardrop's Proposal and the Terms contained therein, together with these General Terms, are open for acceptance for a period of 30 calendar days from the day the Proposal was submitted. If Wardrop's Proposal is not accepted in writing within the 30 calendar days, the offer contained in the Proposal shall be deemed to be withdrawn.

Should the Proposal be accepted, the Contract shall be deemed to have commenced as of the date of the execution of the Contract by Wardrop and Client.

#### 4.0 PAYMENT

Payment is due to Wardrop within 30 days of each invoice date. Interest is payable on all past-due accounts over 30 days, at the rate of 1.5% per month (19.56% per annum). Wardrop's Proposal and any resulting Contract is conditional upon Wardrop receiving payment in accordance with the Terms specified. Failure by the Client to render payment within 60 days from the date of the invoice will entitle Wardrop to retain the ownership of all Deliverables and to stop work until payment is made, or at Wardrop's option, to terminate the Contract without any liability on Wardrop's part. Nothing contained herein shall limit Wardrop's right to use all legal means at its disposal to collect any overdue account.

If the Client disputes any portion of the invoice, the undisputed portion of the invoice shall be paid.

#### 5.0 TERMINATION

The Client or Wardrop may terminate the contract on 30 days' written notice to Wardrop or Client, provided that in such event the Client shall be responsible for any costs and damages resulting therefrom, and without limiting the generality of the foregoing shall compensate Wardrop for all services performed up to the date of termination, and for all reasonable costs incurred in winding down the Project following the effective date of termination. The Client shall assume and be responsible for any outstanding agreements with third parties respecting the Project from the date of termination.

Upon termination of the Contract each party shall return each others' records and materials in a timely manner, however, Wardrop's obligation to return such records and materials in print or electronic shall be subject to payment in full to Wardrop for its services. One copy of the records and materials may be retained by Wardrop for the record of work.

In the event the Client materially breaches any of the Terms and Conditions of the Contract or the General Terms herein, or becomes insolvent, Wardrop may terminate the Contract without notice to the Client. In the event of termination of the Contract by Wardrop pursuant to the Contract or these General Terms, the Client shall be responsible to Wardrop for any costs and damages resulting therefrom, including without limitation, for the costs of all services to the date of termination, and for all reasonable costs incurred in winding down the Project.

## 6.0 APPLICABLE LAW

The laws of the Province in which the Contract is executed shall govern the validity of this Contract, its interpretation, performance and any claims and the parties agree to attorn to the jurisdiction of the Courts of that Province in any matters in dispute between the parties.

## 7.0 SCIENTIFIC RESEARCH & EXPERIMENTAL DEVELOPMENT TAX CREDIT

Unless otherwise specifically agreed to in writing by the parties, the Contract is not to perform scientific research and experimental development (SR&ED). Wardrop will be entitled to claim investment tax credits on qualified SR&ED expenditures incurred in the course of performing the Contract.

#### 8.0 ASSIGNMENT

Subject to Section 7 above, neither the Client nor Wardrop shall assign or sublet this Contract, or any portion thereof, without the prior written consent of the other party.

# 9.0 NO ENDORSEMENT

Where information or data is not generated by Wardrop and it is intended that such information or data is to be included in a NI 43-101 Report, the Client shall obtain the consent from the appropriate QP that the public disclosure accurately reflects the information or data in the report.

The Client shall also obtain the consent of any third party for the use of information or data where such information or data is to be disclosed in the report or where such consent may be necessary or requested by Wardrop.

Under no circumstances will any verbal or written recommendation respecting any product, process or service developed under a Contract by or with the assistance of Wardrop constitute an endorsement of any such product, process or service, and under no circumstances shall Wardrop's name be used or associated in any way whatsoever with any such product, process, or service unless expressly agreed to in writing by Wardrop. It is understood and agreed that in providing a report in compliance with NI 43-101 that Wardrop will provide its consent to disclosure of the report in such documents as the Client may reasonably request provided that the Client provides a copy of such disclosure to Wardrop for its review and approval prior to the release of any disclosure and that the disclosure accurately reflects the report.

The Client also agrees to promptly advise Wardrop of any material changes to circumstances which may affect a report which occur subsequent to the preparation of a report.

#### 10.0 ADVISORY AND/OR EXPERIMENTAL PROJECTS

Where any services provided by Wardrop are advisory, or are made with respect to any experimental products, process or services, neither Wardrop nor its employees, servants, agents or contractors shall have any obligation or liability for any damage whatsoever (including without limitation any consequential damage) resulting from the Client's testing, use or inability to use the said experimental product, process or service.

## 11.0 COST ESTIMATE

Cost estimates produced by Wardrop for work to be performed by a third party represent Wardrop's opinion of probable cost, based on current market Conditions, and shall not be binding on Wardrop. In the event the incurred costs are greater than the estimate, the Client shall be responsible for such additional cost.

## 12.0 OWNERSHIP AND USE OF DOCUMENTS

Any intellectual property, prepared by or on behalf of Wardrop, shall be and shall remain the exclusive property of Wardrop whether the Project is completed or not, and Wardrop reserves all intellectual property rights, including without limitation all copyright therein.

Any Deliverables or intellectual property may not be used for any purpose other than the Project, without the prior written agreement of Wardrop. Provided Wardrop has been paid in full for all services rendered, the Client is entitled to a copy of all such Deliverables and intellectual property for use only with respect to the Project for which the Deliverables and intellectual property were produced. Wardrop is not responsible for any losses or damage if the intellectual property is used by the Client for purposes other than those in connection with the Project, or if intellectual property have been used, amended, altered or revised in any manner whatsoever without receiving Wardrop's prior written consent.

## 13.0 CONFIDENTIALITY

Wardrop and Client mutually agree to keep confidential all information provided to the other that is not public or was not known to the other prior to the Project except where such disclosure may be required by law or other statutory authority.

Client shall not use Wardrop's name in any press release whatsoever unless previous, written consent has been received by Client from Wardrop.

Wardrop's Proposal and any Contract contain confidential commercial and technical information which may not be released to any third party without the written consent of Wardrop, which consent may be unreasonably withheld. The Client agrees that Wardrop may use and publish the Client's name and a general description of Wardrop's services with respect to the Project in describing Wardrop's experience and qualifications to other clients and prospective clients. This confidentiality section shall survive the termination of the Contract.

# 14.0 LIMITATION OF LIABILITY

The Client agrees that any claims against Wardrop pertaining to this Project shall be limited to the claims related to, or attributable to, proven negligence by Wardrop in the performance of its services, provided that any claims must be brought within 12 months from the earlier of the date of the last service performed by Wardrop or the date of substantial completion of the work.

The amount of claim payable by Wardrop shall be limited to the amount that can be claimed under the applicable insurance policy pertaining to the Project, or 50% of the value of engineering fees paid to Wardrop on the Project, whichever is less.

In no event shall Wardrop be liable, whether in contract or tort, for:

- loss or damage occasioned by any event beyond Wardrop's control: or
- consequential damage including without limitation, loss of earnings, loss of production, or loss of use, howsoever caused.

This limitation of liability shall survive the termination of this agreement.

#### 15.0 DISPUTES

If a technical, engineering or scientific dispute arises out of or in connection with the Contract or the breach thereof, and the dispute cannot first be settled within 15 working days by negotiation between the Parties, the Parties agree that the dispute shall be finally resolved by binding arbitration under the Arbitration Act of the Province in which the Contract is executed utilizing one arbitrator.

#### 16.0 ENTIRE AGREEMENT

Any agreement arising out of the acceptance of the Proposal or by way of Contract, including without limitation the General Terms contained herein, will constitute the entire agreement between the parties and supercedes and cancels all previous negotiations, agreements, commitments, and writings in respect to the subject matter of the Contract.

#### 17.0 INDEMNITY

The Client agrees to indemnify and hold Wardrop and its directors, officers, employees, agents, successors, and assigns harmless from and against all claims, losses, penalties, damages, costs (including legal fees on a solicitor and client basis), expenses, errors in Client provided information, patent or licence infringements, breach of confidentiality by Client, actions and other proceedings, made, sustained, brought, prosecuted, or threatened to be brought or prosecuted by any person or entity, whether a party to any agreement related to the Project or not, in respect of or arising out of the Client's Client's contractors, subcontractors' or agents' negligence as proven in the court of competent authority. This indemnity in favour of Wardrop shall also apply to any liability arising from securities legislation where the failure by the Client to disclose information or data to Wardrop results in a report prepared in accordance with NI 43-101 being inaccurate.

This indemnity shall survive the termination of the Contract.

#### 18.0 WARDROP EMPLOYEES

During the term of the Contract, and for one year thereafter, the Client agrees not to induce, or attempt to induce, any person or entity rendering services to, or employee of, Wardrop to terminate their relationship or employment with Wardrop or to enter into any employment or other business relationship with any other person (including Client), firm or corporation. In the instance where Wardrop's written consent is granted, a negotiated placement fee will apply.

## 19.0 NOTICES

Wardrop and Client shall appoint an authorized representative to receive respective notices, by fax or by mail, one day after the date of the execution of the Contract, to represent them and who will have the full power to make binding decisions on their behalf. The respective notices will be mailed to the addresses listed below:

Veikko A. Koskela, Project Manager
Al-Masane Al-Kobra Mining Co.
3265 Dolson Court
Mississauga, ON L5L 4K4

Noris Del Bel Belluz
Wardrop Engineering Inc.
604-330 Bay Street
Toronto, ON M5H 3S8

# 20.0 INDEPENDENT CONTRACTOR

Wardrop is at all times during the term of this Contract an independent contractor providing specialist engineering or geoscientific services to Client. Wardrop will have no power to bind the Client in any manner whatsoever except where the Client agrees in writing to agreements in favour of third parties where such agreements are necessary in the ability of Wardrop to carry out its duties.

#### 21.0 SEVERABILITY

If any provision or part of this Contract is prohibited or invalidated, only such provision or part shall be ineffective without invalidating the remaining provision or parts hereof, provided that the intention of this Contract still be accomplished.

# 22.0 INSPECTION OF WORK

The Client shall have the right to inspect the work performed by Wardrop at all reasonable times upon providing reasonable notice to Wardrop.

# 23.0 CONSENTS

Wardrop shall provide the necessary QP certificates for inclusion in a NI 43 101 report for the report or for those sections of the report prepared by Wardrop.

Where information or data for inclusion in a NI 43-101 Report is not generated by Wardrop, the Client shall provide any necessary independent third party QP certificate(s) and any additional certificate(s) as requested by Wardrop.

# 24.0 FURTHER ASSURANCES

The parties agree to execute such further and other documents as may be required to carry out the Terms of this Agreement.