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**WESDOME AND WINDARRA ANNOUNCE LETTER OF INTENT  
REGARDING ACQUISITION OF THE MAGNACON PROPERTY  
AND THE PUKASKWA CLAIMS BY WESDOME**

**Toronto, Ontario – May 11, 2009** – Wesdome Gold Mines Ltd. (“Wesdome”) and Windarra Minerals Ltd. (“Windarra”) are pleased to announce that they have executed a letter of intent pursuant to which Wesdome intends, provided certain conditions are met, to acquire from Windarra and Windarra intends to sell or grant to Wesdome: (a) Windarra’s interest, being approximately 22.72%, in the patented claims/leases referred to as the Magnacon Property (the “Magnacon Acquisition”); and (b) an option (the “Pukaskwa Option”) to earn-in up to a 60% undivided working interest (the “60% Interest”) in certain mining claims owned by Windarra and referred to as the Pukaskwa Claims.

Magnacon Acquisition

The consideration payable by Wesdome for the Magnacon Property shall be: (a) \$750,000, which shall be paid in cash on closing; and (b) a 1% net smelter royalty in standard industry form in favour of Windarra. In addition, Windarra shall be entitled to have Wesdome mill up to a maximum of 50,000 metric tonnes of ore per year from properties owned by Windarra at a cost equal to the production cost of such milling plus \$2.00 per tonne of ore milled. If the Magnacon Acquisition is completed, Wesdome shall own 100% of the Magnacon Property, subject to a pre-existing 1.5% net smelter royalty in favour of Energold Minerals Inc. and the aforementioned 1% net smelter royalty in favour of Windarra. In addition, the joint venture agreement between Wesdome, Windarra and Westward Explorations Ltd. dated March 3, 2000 (the “Magnacon JV”), which applied to the Magnacon Property and the East Property (as defined therein), shall cease to apply to the Magnacon Property, however, shall continue to apply to the East Property.

Pukaskwa Option

Wesdome shall be granted the right to the 60% Interest free and clear of all liens, charges, encumbrances, security interests and adverse claims, by making: (a) an initial cash payment to Windarra of \$25,000; and (b) expending or causing to be expended an aggregate of \$3,000,000 in exploration and development expenses (the “Expenditures”) on the Pukaskwa Claims by certain dates over the period commencing on the date of execution of the option agreement and continuing until June 30, 2014 (the “Option Period”).

Upon making or causing to be made Expenditures totalling \$1,500,000, Wesdome shall have earned-in a 30% undivided working interest (the “30% Interest”) in the Pukaskwa Claims and upon making or causing to be made Expenditures totalling \$3,000,000, Wesdome shall have earned-in a further 30% interest in the Pukaskwa Claims such that Wesdome shall have earned-in the 60% interest in such claims. Provided that the Pukaskwa Option remains in good standing, Wesdome shall be the operator with respect thereto.

If Wesdome provides a withdrawal notice (the "Withdrawal Notice") to Windarra after earning-in the 30% Interest or fails to earn-in the 60% Interest in the Pukaskwa Claims, Windarra shall be entitled to dilute Wesdome's interest in the Pukaskwa Claims by making Expenditures of its own related thereto. If Windarra makes Expenditures on the Pukaskwa Claims, each \$100,000 of Expenditures made by Windarra, will reduce Wesdome's interest in the Pukaskwa Claims by 1%.

If Wesdome does not provide the Withdrawal Notice to Windarra, but fails to make any Expenditures related to the Pukaskwa Claims prior to June 30, 2013, Windarra shall have the right to acquire the 30% Interest in the Pukaskwa Claims from Wesdome for a purchase price of \$200,000 at anytime until the expiry of the Option Period.

Upon Wesdome earning-in the 60% Interest, Wesdome and Windarra shall be deemed to have formed a joint venture and shall forthwith enter into a joint venture agreement (the "Pukaskwa JV Agreement"), which agreement shall be similar to the Magnacon JV Agreement and shall include a provision stating Wesdome has the exclusive right to process the ore arising from the Pukaskwa Claims.

#### Conditions and Closing

Each of the Magnacon Acquisition and the grant of the Pukaskwa Option is conditional upon, among other things, the completion of the other, the execution of definitive agreements, the completion of due diligence to the satisfaction of Wesdome, receipt of all necessary corporate and regulatory approvals (including the approval of the TSX Venture Exchange), and other standard conditions of transactions of like nature.

It is expected that the Magnacon Acquisition will be completed and that the Pukaskwa Claims will be optioned to Wesdome by May 29, 2009, which date is subject to change by mutual agreement of Wesdome and Windarra.

The proposed transactions are believed by both companies to be mutually beneficial for the following reasons:

- 1) they will clarify ownership of strategically located properties with respect to Wesdome's existing mining and milling infrastructure;
- 2) they will provide Windarra with a non-dilutive means of financing exploration on its wholly-owned properties of merit in the area; and
- 3) they will accelerate the evaluation of the prospective Pukaskwa Claims.

Views on exploration potential, prospective potential and merit of the Pukaskwa Claims are those of George Mannard, P.Geo. and Vice President, Exploration, Wesdome, and "Qualified Person" as per NI 43-101.

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Wesdome Gold Mines Ltd. is an established Canadian gold producer with mining operations and development projects in Wawa, Ontario and Val d'Or, Quebec. It has 99.7 million shares issued and outstanding and trades on the Toronto Stock Exchange under the symbol "WDO".

**For further information respecting Wesdome, please contact:**

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Windarra Minerals Ltd. is an established Canadian exploration company. It has actively been involved in exploration and development projects in the Mishibishu Greenstone belt for 20 years, and holds a further 100% interest in the two Mishi mining leases consisting of approximately 705 hectares in the Mishibishu Lake township and a 25% interest in the Magnacon East property. It has 30.7 million shares outstanding and trades on the TSX Venture Exchange under the symbol "WRA".

**For further information respecting Windarra, please contact:**

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