SIXTH AMENDING AGREEMENT dated as of March 31, 2021.

BETWEEN:	**ARIANNE PHOSPHATE INC.**, as Borrower
AND:	**9252-5880 QUÉBEC INC.,** as Guarantor
AND:	**MERCURY FINANCING CORP.**, as Lender
	(collectively the "**Parties**" and each of them, a "**Party**")

WHEREAS a credit agreement dated as of August 21, 2012 (attached hereto as Schedule A) was entered into among Arianne Phosphate Inc. (under its previous name Arianne Resources Inc.), as borrower (the "**Borrower**"), 9252-5880 Québec Inc., as guarantor (the "**Guarantor**"), and Mercury Financing Corp., as lender (the "**Lender"**) in respect of a CDN $10,000,000 term facility as amended on March 16, 2015, October 20, 2015, December 21, 2017, December 19, 2018 and June 30, 2021 (collectively, the "**2012 Credit Agreement**"); and

WHEREAS the parties wish to further amend certain provisions of the 2012 Credit Agreement as contemplated herein;

NOW, THEREFORE, in consideration of mutual covenants and undertakings contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto have agreed as follows:

1. Unless specified herein or unless there is something in the subject matter or the context inconsistent therewith, all capitalized words and expressions used herein shall have the meaning ascribed thereto in the 2012 Credit Agreement.

2. Section 3.2 of the 2012 Credit Agreement is hereby deleted in its entirety and replaced by the following Section:

   "***3.2.*** ***<u>Interest on Loan</u>***

   The Borrower shall pay the Lender interest on the Loan at a rate equal to 8% per annum commencing on March 17, 2021."

3. Section 3.6 of the 2012 Credit Agreement is hereby deleted in its entirety and replaced by the following Section:

   "3.6. ***<u>Payment of Interest</u>***

   *Except as during the Capitalization Period, interest on the Loan is to be paid annually in arrears on March 31st of each year during the Term Period (each such date, an "**Interest Payment Date**"), at the Borrower's option, by way of cash or common shares. Should the Borrower elect to pay the interest in common shares, the number of common shares will be equal to the dollar value of interest owed at year end divided by the volume weighted average price of the Borrower's shares* *on the Exchange for a period of 1 year prior to the relevant Interest Payment Date (the "**Share Interest Payment**"), subject to the requirements of the policies of the Exchange. Furthermore, the Borrower shall not, under the Share Interest Payment, issue common shares resulting in the Lender holding more than more than 19.9% of the issued and outstanding common shares of the Borrower as a result of such Share Interest Payment. In such case, the balance of the Interest which may not be paid in common shares of the Borrower shall be paid in cash."*

4. Subsection 4.4.4 of the 2012 Credit Agreement hereby deleted in its entirety and replaced by the following subsection:

"*4.4.4 The Borrower can repurchase the Production Fee at any time for a lump sum payment of CDN$9,000,000.*"

5. The definition of "Capitalization Period" set out in Schedule "A" of the 2012 Credit Agreement is hereby deleted in its entirety and replaced by the following definition:

"*"**Capitalization Period**" means:*

1. *the period commencing on the Closing Date and terminating on December 31, 2013; and*
2. *the period commencing on December 31, 2014 and terminating on March 17, 2021;*"

6. The definition of "Permitted Liens" set out in Schedule "A" of the 2012 Credit Agreement is amended by adding the following paragraph at the end of the definition:

"*8. the movable hypothec dated February 27, 2014 for an amount of 30,000$ in favour of HSBC Bank Canada registered at the Register of personal and movable real rights (Québec) under registration number 14-0193785-0002.*"

7. The definition of "Term Period" set out in Schedule "A" of the 2012 Credit Agreement is hereby replaced by the following:

"*"**Term Period**" means the period commencing on the Closing Date and terminating on the earlier of:*

1. *March 31, 2026; and*
2. *the date that the Facility is terminated and cancelled in its entirety as herein contemplated;*"

8. This agreement constitutes a Loan Document under the 2012 Credit Agreement.

9. This agreement and the interpretation and enforcement thereof shall be governed by and in accordance with the Laws of the Province of Québec and the federal Laws of Canada applicable therein.

10. This agreement and the transactions contemplated herein are subject to the Borrower obtaining the required approvals from the Exchange.

11. As amended and modified by this Amending Agreement, the 2012 Credit Agreement is in all respects ratified and confirmed as being in full force and effect on the date hereof, unamended except as provided herein, and the 2012 Credit Agreement and this Amending Agreement shall be read, taken and construed as one and the same agreement. The Parties hereby covenant and agree to sign such further and other documents and to do and perform and cause to be done and performed such further and other things as may be necessary or desirable in order to give full effect to this Amending Agreement and every part hereof. This Amending Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

12. The parties hereto have expressly required that this agreement and all deeds, documents and notices relating thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que la présente convention et tous les autres contrats, documents ou avis qui y sont afférents soient rédigés en langue anglaise*.

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ARIANNE PHOSPHATE INC.,
as Borrower

Per: *(s) Brian Ostroff*

9252-5880 QUÉBEC INC.,
as Guarantor

Per: *(s) Brian Ostroff*

MERCURY FINANCING CORP.,
as Lender

Per: *(s) Paul Smith*

SCHEDULE A

FIFTH AMENDING AGREEMENT dated as of June 30, 2020.

BETWEEN: **ARIANNE PHOSPHATE INC.**, as Borrower

AND: **9252-5880 QUÉBEC INC.,** as Guarantor

AND: **MERCURY FINANCING CORP.**, as Lender

(collectively the "**Parties**" and each of them, a "**Party**")

WHEREAS a credit agreement dated as of August 21, 2012 (attached hereto as Schedule A) was entered into among Arianne Phosphate Inc. (under its previous name Arianne Resources Inc.), as borrower (the "**Borrower**"), 9252-5880 Québec Inc., as guarantor (the "**Guarantor**"), and Mercury Financing Corp., as lender (the "**Lender"**) in respect of a CDN $10,000,000 term facility as amended on March 16, 2015, October 20, 2015, December 21, 2017 and December 19, 2018 (collectively, the "**2012 Credit Agreement**"); and

WHEREAS the parties wish to further amend certain provisions of the 2012 Credit Agreement as contemplated herein;

NOW, THEREFORE, in consideration of mutual covenants and undertakings contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto have agreed as follows:

1. Unless specified herein or unless there is something in the subject matter or the context inconsistent therewith, all capitalized words and expressions used herein shall have the meaning ascribed thereto in the 2012 Credit Agreement.

2. The definition of "Capitalization Period" set out in Schedule "A" of the 2012 Credit Agreement is hereby replaced by the following :

    *""**Capitalization Period**" means the periods commencing on:*

    1. *the Closing Date and terminating on December 31, 2013; and*

    2. *the period commencing on December 31, 2014 and terminating on June 15, 2021;"*

3. The definition of "Term Period" set out in Schedule "A" of the 2012 Credit Agreement is hereby replaced by the following :

    *""**Term Period**" means the period commencing on the Closing Date and terminating on the earlier of:*

    1. *June 15, 2021; and*

> 2. *the date that the Facility is terminated and cancelled in its entirety as herein contemplated;"*

4. This agreement constitutes a Loan Document under the 2012 Credit Agreement.

5. This agreement and the interpretation and enforcement thereof shall be governed by and in accordance with the Laws of the Province of Québec and the federal Laws of Canada applicable therein.

6. This agreement and the transactions contemplated herein are subject to the Borrower obtaining the required approvals from the Exchange.

7. As amended and modified by this Amending Agreement, the 2012 Credit Agreement is in all respects ratified and confirmed as being in full force and effect on the date hereof, unamended except as provided herein, and the 2012 Credit Agreement and this Amending Agreement shall be read, taken and construed as one and the same agreement. The Parties hereby covenant and agree to sign such further and other documents and to do and perform and cause to be done and performed such further and other things as may be necessary or desirable in order to give full effect to this Amending Agreement and every part hereof. This Amending Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

8. The parties hereto have expressly required that this agreement and all deeds, documents and notices relating thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que la présente convention et tous les autres contrats, documents ou avis qui y sont afférents soient rédigés en langue anglaise*.

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ARIANNE PHOSPHATE INC.,
as Borrower

Per: *(s) Brian Ostroff*

9252-5880 QUÉBEC INC.,
as Guarantor

Per: *(s) Brian Ostroff*

MERCURY FINANCING CORP.,
as Lender

Per: *(s) Paul Smith*

SCHEDULE A

FOURTH AMENDING AGREEMENT dated as of December 19th, 2018

BETWEEN: **ARIANNE PHOSPHATE INC.**, as Borrower

AND: **9252-5880 QUÉBEC INC.,** as Guarantor

AND: **MERCURY FINANCING CORP.**, as Lender

(collectively the "**Parties**" and each of them, a "**Party**")

WHEREAS a credit agreement dated as of August 21, 2012 (attached hereto as Schedule A) was entered into among Arianne Phosphate Inc. (under its previous name Arianne Resources Inc.), as borrower (the "**Borrower**"), 9252-5880 Québec Inc., as guarantor (the "**Guarantor**"), and Mercury Financing Corp., as lender (the "**Lender**") in respect of a CDN $10,000,000 term facility as amended on March 16, 2015, on October 20, 2015 and December 21, 2017 (collectively, the "**2012 Credit Agreement**"); and

WHEREAS the parties wish to further amend certain provisions of the 2012 Credit Agreement as contemplated herein;

NOW, THEREFORE, in consideration of mutual covenants and undertakings contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto have agreed as follows:

1. Unless specified herein or unless there is something in the subject matter or the context inconsistent therewith, all capitalized words and expressions used herein shall have the meaning ascribed thereto in the 2012 Credit Agreement.

2. The definition of "Capitalization Period" set out in Schedule "A" of the 2012 Credit Agreement is hereby replaced by the following :

   *""**Capitalization Period**" means the periods commencing on:*

   1. *the Closing Date and terminating on December 31, 2013; and*

   2. *the period commencing on December 31, 2014 and terminating on June 30, 2020;"*

3. The definition of "Term Period" set out in Schedule "A" of the 2012 Credit Agreement is hereby replaced by the following :

   *""**Term Period**" means the period commencing on the Closing Date and terminating on the earlier of:*

   1. *June 30, 2020; and*

> 2. *the date that the Facility is terminated and cancelled in its entirety as herein contemplated;"*

4. This agreement constitutes a Loan Document under the 2012 Credit Agreement.

5. This agreement and the interpretation and enforcement thereof shall be governed by and in accordance with the Laws of the Province of Québec and the federal Laws of Canada applicable therein.

6. This agreement and the transactions contemplated herein are subject to the Borrower obtaining the required approvals from the Exchange.

7. As amended and modified by this Amending Agreement, the 2012 Credit Agreement is in all respects ratified and confirmed as being in full force and effect on the date hereof, unamended except as provided herein, and the 2012 Credit Agreement and this Amending Agreement shall be read, taken and construed as one and the same agreement. The Parties hereby covenant and agree to sign such further and other documents and to do and perform and cause to be done and performed such further and other things as may be necessary or desirable in order to give full effect to this Amending Agreement and every part hereof. This Amending Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

8. The parties hereto have expressly required that this agreement and all deeds, documents and notices relating thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que la présente convention et tous les autres contrats, documents ou avis qui y sont afférents soient rédigés en langue anglaise*.

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ARIANNE PHOSPHATE INC.,
as Borrower

Per: *(s) Brian Ostroff*

9252-5880 QUÉBEC INC.,
as Guarantor

Per: *(s) Brian Ostroff*

MERCURY FINANCING CORP.,
as Lender

Per: *(s) Paul Smith*

SCHEDULE A

THIRD AMENDING AGREEMENT dated as of December 21, 2017

BETWEEN: **ARIANNE PHOSPHATE INC.**, as Borrower

AND: **9252-5880 QUÉBEC INC.,** as Guarantor

AND: **MERCURY FINANCING CORP.**, as Lender

(collectively the "**Parties**" and each of them, a "**Party**")

WHEREAS a credit agreement dated as of August 21, 2012 (attached hereto as Schedule A) was entered into among Arianne Phosphate Inc. (under its previous name Arianne Resources Inc.), as borrower (the "**Borrower**"), 9252-5880 Québec Inc., as guarantor (the "**Guarantor**"), and Mercury Financing Corp., as lender (the "**Lender"**) in respect of a CDN$10,000,000 term facility as amended on March 16, 2015 and as further amended on October 20, 2015 (collectively, the "**2012 Credit Agreement**"); and

WHEREAS the parties wish to further amend certain provisions of the 2012 Credit Agreement as contemplated herein;

NOW, THEREFORE, in consideration of mutual covenants and undertakings contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto have agreed as follows:

1. Unless specified herein or unless there is something in the subject matter or the context inconsistent therewith, all capitalized words and expressions used herein shall have the meaning ascribed thereto in the 2012 Credit Agreement.

2. Section 2.7.2 of the 2012 Credit Agreement is hereby replaced by the following :

   "Concurrently with the Borrower raising Net Cash Proceeds after December 7, 2017 of at least CDN$45,000,000 by way of issue of Capital Stock and/or pursuant to debt instruments, as the case may be, the Borrower shall repay the Loan to the Lender with all unpaid interest accrued and other amounts owing and unpaid under and pursuant to this Agreement and the other Loan Documents in respect of or in connection with the Facility and the Loan, but only by an amount equal to the Net Cash Proceeds of such issuance and/or additional Indebtedness."

3. Section 3.2 of the 2012 Credit Agreement is hereby amended by adding the following terms:

   "As of December 21, 2017, the Borrower shall pay the Lender interest on the Loan at a rate equal to 15% per annum."

4. Subsection 3.3.1 of the 2012 Credit Agreement is hereby amended by adding the following terms:

   "As of December 21, 2017, interest in respect of the Loan shall be computed on the basis of a 365 day year for the actual number of days elapsed;"

5. Section 3.4 of the 2012 Credit Agreement is hereby amended by adding the following terms:

   "As of December 21, 2017, for the purposes of the Interest Act (Canada), the annual rate of interest to which is equivalent the rate determined in accordance with the provisions of Section 3.2 is the following rate: (the quoted rate) x (number of days in the year) ÷ 365 = % per annum."

6. Section 3.6 of the 2012 Credit Agreement is hereby amended by adding the following terms:

   "As of December 21, 2017, except as during the Capitalization Period, interest in respect of the Loan is payable in arrears at the end of the Term Period."

7. The definition of "Capitalization Period" set out in Schedule "A" of the 2012 Credit Agreement is hereby replaced by the following :

   *""**Capitalization Period**" means the periods commencing on:*

   1. *the Closing Date and terminating on December 31, 2013; and*

   2. *the period commencing on December 31, 2014 and terminating on January 15, 2019;"*

8. The definition of "Term Period" set out in Schedule "A" of the 2012 Credit Agreement is hereby replaced by the following :

   *""**Term Period**" means the period commencing on the Closing Date and terminating on the earlier of:*

   1. *January 15, 2019; and*

   2. *the date that the Facility is terminated and cancelled in its entirety as herein contemplated;"*

9. This agreement constitutes a Loan Document under the 2012 Credit Agreement.

10. This agreement and the interpretation and enforcement thereof shall be governed by and in accordance with the Laws of the Province of Québec and the federal Laws of Canada applicable therein.

11. This agreement and the transactions contemplated herein are subject to the Borrower obtaining the required approvals from the Exchange.

12. As amended and modified by this Amending Agreement, the 2012 Credit Agreement is in all respects ratified and confirmed as being in full force and effect on the date hereof, unamended except as provided herein, and the 2012 Credit Agreement and this Amending Agreement shall be read, taken and construed as one and the same agreement. The Parties hereby covenant and agree to sign such further and other documents and to do and perform and cause to be done and performed such further and other things as may be necessary or desirable in order to give full effect to this Amending Agreement and every part hereof. This Amending Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

13. The parties hereto have expressly required that this agreement and all deeds, documents and notices relating thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que la présente convention et tous les autres contrats, documents ou avis qui y sont afférents soient rédigés en langue anglaise*.

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ARIANNE PHOSPHATE INC.,
as Borrower

Per: *(s) Brian Ostroff*

9252-5880 QUÉBEC INC.,
as Guarantor

Per: *(s) Brian Ostroff*

MERCURY FINANCING CORP.,
as Lender

Per: *(s) Paul Smith*

SCHEDULE A

AMENDING AGREEMENT dated as of October 20, 2015

BETWEEN: **ARIANNE PHOSPHATE INC.**, as Borrower

AND: **9252-5880 QUÉBEC INC.,** as Guarantor

AND: **MERCURY FINANCING CORP.**, as Lender

(collectively the "**Parties**" and each of them, a "**Party**")

WHEREAS a credit agreement dated as of August 21, 2012 (attached hereto as Schedule A) was entered into among Arianne Phosphate Inc. (under its previous name Arianne Resources Inc.), as borrower (the "**Borrower**"), 9252-5880 Québec Inc., as guarantor (the "**Guarantor**"), and Mercury Financing Corp., as lender (the "**Lender"**) in respect of a CDN$10,000,000 term facility as amended on March 16, 2015 (collectively, the "**2012 Credit Agreement**"); and

WHEREAS the parties wish to further amend certain provisions of the 2012 Credit Agreement as contemplated herein;

NOW, THEREFORE, in consideration of mutual covenants and undertakings contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto have agreed as follows:

1. Unless specified herein or unless there is something in the subject matter or the context inconsistent therewith, all capitalized words and expressions used herein shall have the meaning ascribed thereto in the 2012 Credit Agreement.

2. Subsection 2.7.2 of the 2012 Credit Agreement is hereby deleted and replaced with the following:

   "Concurrently with the Borrower raising Net Cash Proceeds of at least CDN$51,000,000 starting on October 20, 2015 by way of issue of Capital Stock and/or pursuant to debt instruments, as the case may be, the Borrower shall repay the Loan to the Lender with all unpaid interest accrued and other amounts owing and unpaid under and pursuant to this Agreement and the other Loan Documents in respect of or in connection with the Facility and the Loan, but only by an amount equal to the Net Cash Proceeds of such issuance and/or additional Indebtedness."

3. Section 3.2 of the 2012 Credit Agreement is hereby amended by adding the following terms:

   "As of October 20, 2015, the Borrower shall pay the Lender interest on the Loan at a rate equal to 6.25% per annum."

4. Subsection 3.3.1 of the 2012 Credit Agreement is hereby amended by adding the following terms:

   "As of October 20, 2015, interest in respect of the Loan shall be computed on the basis of a 365 day year for the actual number of days elapsed;"

5. Section 3.4 of the 2012 Credit Agreement is hereby amended by adding the following terms:

   "As of October 20, 2015, for the purposes of the Interest Act (Canada), the annual rate of interest to which is equivalent the rate determined in accordance with the provisions of Section 3.2 is the following rate: (the quoted rate) x (number of days in the year) ÷ 365 = % per annum."

6. The definition of "Capitalization Period" set out in Schedule "A" of the 2012 Credit Agreement is hereby replaced by the following :

   *""**Capitalization Period**" means the periods commencing on:*

   a) the Closing Date and terminating on December 31, 2013; and

   b) the period commencing on December 31, 2014 and terminating on December 31, 2017;"

7. The definition of "Term Period" set out in Schedule "A" of the 2012 Credit Agreement is hereby replaced by the following :

   *""**Term Period**" means the period commencing on the Closing Date and terminating on the earlier of:*

   1. December 31, 2017; and

   2. the date that the Facility is terminated and cancelled in its entirety as herein contemplated;"

8. This agreement constitutes a Loan Document under the 2012 Credit Agreement.

9. This agreement and the interpretation and enforcement thereof shall be governed by and in accordance with the Laws of the Province of Québec and the federal Laws of Canada applicable therein.

10. This agreement and the transactions contemplated herein are subject to the Borrower obtaining the required approvals from the Exchange.

11. As amended and modified by this Amending Agreement, the 2012 Credit Agreement is in all respects ratified and confirmed as being in full force and effect on the date hereof, unamended except as provided herein, and the 2012 Credit Agreement and this Amending Agreement shall be read, taken and construed as one and the same agreement. The Parties hereby covenant and agree to sign such further and other documents and to do and perform and cause to be done and performed such further and other things as may be necessary or

desirable in order to give full effect to this Amending Agreement and every part hereof. This Amending Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

12. The parties hereto have expressly required that this agreement and all deeds, documents and notices relating thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que la présente convention et tous les autres contrats, documents ou avis qui y sont afférents soient rédigés en langue anglaise*.

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ARIANNE PHOSPHATE INC.,
as Borrower

Per: *(s) Pierre Fitzgibbon*

9252-5880 QUÉBEC INC.,
as Guarantor

Per: *(s) Jean-Sébastien David*

MERCURY FINANCING CORP.,
as Lender

Per: *(s) Chris Wright*

SCHEDULE A

INTEREST DEFERRAL AGREEMENT dated as of March 16th, 2015

BETWEEN: **ARIANNE PHOSPHATE INC.**, as Borrower

AND: **9252-5880 QUÉBEC INC.,** as Guarantor under the First Credit Agreement (as hereinafter defined)

AND: **MERCURY FINANCING CORP.**, as Lender

WITNESSETH:

WHEREAS a credit agreement dated as of August 21, 2012 was entered into among Arianne Phosphate Inc. (under its previous name Arianne Resources Inc.), as borrower (the "**Borrower**"), 9252-5880 Québec Inc., as guarantor (the "**Guarantor**"), and Mercury Financing Corp., as lender (the "**Lender**") in respect of a CDN$10,000,000 term facility (as same may have been amended, supplemented or restated from time to time, the "**First Credit Agreement**"); and

WHEREAS another credit agreement dated as of July 29, 2013 was also entered into among the Borrower and the Lender in respect of a CDN$2,500,000 term facility (as same may have been amended, supplemented or restated from time to time, the "**Second Credit Agreement**", and together with the First Credit Agreement, the "**Credit Agreements**"); and

WHEREAS the parties wish to amend certain provisions of the Credit Agreements as contemplated herein;

NOW, THEREFORE, in consideration of mutual covenants and undertakings contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto have agreed as follows:

1. Unless specified herein or unless there is something in the subject matter or the context inconsistent therewith, all capitalized words and expressions used herein shall have the meaning ascribed thereto in the Credit Agreements.

2. With retroactive effect on December 31, 2014, the definition of "Capitalization Period" set out in Schedule "A" of the First Credit Agreement is hereby replaced by the following :

*' "**Capitalization Period**" means the periods commencing on:*

1. *the Closing Date and terminating on December 31, 2013;*

2. *the period commencing on December 31, 2014 and terminating on the earlier of:*

i) *December 31, 2015; and*

ii) *the date the Borrower raises cumulative Net Cash Proceeds of at least CDN$21,000,000 by way of equity issuance or pursuant to debt instruments, as the case may be; '*

3. With retroactive effect on December 31, 2014, the definition of "Capitalization Period" set out in Schedule "A" of the Second Credit Agreement is hereby replaced by the following :

*' "**Capitalization Period**" means the periods commencing on:*

1. *the Closing Date and terminating on June 30, 2014;*

2. *the period commencing on December 31, 2014 and terminating on the earlier of:*

   i) *December 31, 2015; and*

   ii) *the date the Borrower raises cumulative Net Cash Proceeds of at least CDN$21,000,000 by way of equity issuance or pursuant to debt instruments, as the case may be; '*

4. In consideration for the amendments set out herein, the Borrower will issue in favour of the Lender 400,000 common share purchase warrants of the Borrower, each warrant entitling the Lender to acquire one common share of the Borrower at an exercise price of CDN$0.74 per share, all of which shall be exercisable until 5:00 PM (Eastern Time) on March 16, 2016 (collectively, the "**Warrants**"). In connection therewith, the Lender acknowledges and recognizes the following:

   1. the Warrants will be subject to a four (4) month and one (1) day hold period from the date of issuance as required under Applicable Laws (as defined in the Credit Agreements); and

   2. the Warrants will be non-transferable.

5. This agreement constitutes a Loan Document under the First Credit Agreement and the Second Credit Agreement.

6. Each of the Borrower, the Guarantor and the Lender hereby represents and warrants that each of the representations and warranties made by it, as applicable, under the First Credit Agreement and under the Second Credit Agreement is true and accurate on the date hereof as if they were made on the date hereof.

7. This agreement and the interpretation and enforcement thereof shall be governed by and in accordance with the Laws of the Province of Québec and the federal Laws of Canada applicable therein.

8. This agreement and the transactions contemplated herein are subject to the Borrower obtaining the required approvals from the Exchange.

9. The parties hereto have expressly required that this agreement and all deeds, documents and notices relating thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que la présente convention et tous les autres contrats, documents ou avis qui y sont afférents soient rédigés en langue anglaise*.

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ARIANNE PHOSPHATE INC.,
as Borrower

Per: *(s) Dino Fuoco*

9252-5880 QUÉBEC INC.,
as Guarantor under the First Credit Agreement

Per: *(s) Jean-Sébastien David*

MERCURY FINANCING CORP.,
as Lender

Per: *(s) Paul Smith*

CDN$10,000,000

CREDIT AGREEMENT

between

ARIANNE RESOURCES INC.
AS BORROWER

- and –

9252-5880 QUÉBEC INC.
AS GUARANTOR

- and –

MERCURY FINANCING CORP.
AS LENDER

Dated as of August 21, 2012

FASKEN
MARTINEAU

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THIS CREDIT AGREEMENT dated as of August 21, 2012

BETWEEN:	**ARIANNE RESOURCES INC.**, as Borrower;
AND:	**9252-5880 QUÉBEC INC.**, as Guarantor;
AND:	**MERCURY FINANCING CORP.**, as Lender;

WITNESSETH:

WHEREAS the Borrower wishes to borrow certain monies from the Lender and the Lender is prepared to lend such monies to the Borrower upon the terms and subject to the conditions herein contained;

NOW THEREFORE in consideration of the premises, the mutual covenants contained herein and for other consideration, the receipt and sufficiency of which are acknowledged, the parties hereto have agreed as follows:

ARTICLE 1

INTERPRETATION

1.1 General Definitions

The capitalized words and expressions, wherever used in this Agreement or in any agreement ancillary hereto, unless there be something in the subject or the context inconsistent therewith, shall have the meaning ascribed thereto in Schedule "A".

1.2 References to Agreements

Each reference in this Agreement to any agreement (including this Agreement and any other defined term that is an agreement) shall be construed so as to include such agreement (including any attached schedules) and each amendment, supplement, amendment and restatement, novation and other modification made to it at or before the time in question. The terms "**this Agreement**", "**this Credit Agreement**", "**hereof**", "**hereunder**" and similar expressions refer to this agreement and not to any particular Article, Section, subsection, paragraph, subparagraph, clause or other portion of this agreement.

1.3 Headings, etc.

The division of this Agreement into Articles, Sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.4 Number and Gender

In this Agreement, words in the singular (including defined terms) include the plural and vice versa (the necessary changes being made to fit the context) and words in one gender include all genders.

ARTICLE 2

THE FACILITY

2.1 Facility

2.1.1 The Lender agrees, upon the terms and subject to the conditions of this Agreement, to lend to the Borrower, an amount of up to but not exceeding, in the aggregate CDN$10,000,000.

2.1.2 All Advances under the Facility shall be used by the Borrower exclusively to finance the operational steps to prepare and produce a bankable feasibility study and the general and administrative operations for the Project, the whole in compliance with the Budget, and shall also include a maximum aggregate amount of CDN$87,000, which shall be drawn before December 31, 2013 so as to allow the Borrower to renew and maintain its mining claims in the province of Québec and to keep such mining claims in good standing under Applicable Laws.

2.2 Non-Revolving Nature

2.2.1 Any repayment of the Term Loan may not be reborrowed and shall automatically and permanently reduce the Facility by an amount equal to such repayment;

2.2.2 Where under any of the terms hereof, the Facility is cancelled, reduced or terminated, same may not subsequently be increased, any such cancellation, reduction or termination thereof being permanent.

2.3 Availability

The Facility is available during the Term Period, at the sole election of the Borrower, in Canadian Dollars, by way of direct advances.

2.4 Borrowing Procedure

In order to obtain an Advance under the Facility, the Borrower must deliver to the Lender a Draw Request by the times and stipulating the information specified hereunder. Once delivered, no Draw Request may subsequently be revoked or withdrawn by the Borrower.

2.5 **Voluntary Cancellation or Reduction of the Facility**

2.5.1 At any time during the Term Period, the Borrower may voluntarily cancel or reduce the Facility, in whole or in part, in minimum amounts of [redacted] [Amount] and in whole multiples of [redacted] [Amount];

2.5.2 Prior to the effective date of any cancellation or reduction, the Borrower shall deliver to the Lender a Reduction Notice. Any Reduction Notice shall be delivered to the Lender at least three (3) Business Days prior to the effective date of the relevant reduction.

2.6 **Compulsory Reduction of the Facility**

On the last day of the Term Period, the Facility shall automatically and permanently be reduced to the aggregate principal amount of the Loan outstanding on such date, and no further Advances shall be permitted hereunder.

2.7 **Mandatory Repayment of Loan**

2.7.1 The Borrower shall repay in full the Loan to the Lender on the last day of the Term Period together with all unpaid interest accrued and other amounts owing and unpaid under or pursuant to this Agreement and the other Loan Documents in respect of or in connection with the Facility and the Loan.

2.7.2 Concurrently with the Borrower raising Net Cash Proceeds of at least CDN$51,000,000 by way of issue of Capital Stock and/or pursuant to debt instruments, as the case may be, the Borrower shall repay the Loan to the Lender with all unpaid interest accrued and other amounts owing and unpaid under and pursuant to this Agreement and the other Loan Documents in respect of or in connection with the Facility and the Loan, but only by an amount equal to the Net Cash Proceeds of such issuance and/or additional Indebtedness.

2.7.3 Upon a Change of Control, the Borrower shall repay the Loan to the Lender with all unpaid interest accrued and other amounts owing and unpaid under and pursuant to this Agreement and the other Loan Documents in respect of or in connection with the Facility and the Loan.

2.8 **Voluntary Repayment of Loan**

2.8.1 At any time during the Term Period, the Borrower may voluntarily repay the whole or any part of the Loan, without penalty or premium, by issuing a Repayment Notice to the Lender. [redacted] [Repayment provisions].

2.8.2 Any voluntary prepayment of the Loan will permanently reduce the credit limits for the Facility and will be applied against scheduled quarterly instalments of principal in inverse order of maturity.

ARTICLE 3

ADVANCES

3.1 Request for Advance

Any Draw Request pursuant to which an Advance is requested shall be delivered at the latest by 11:00 a.m. (Montréal time) on the Business Day immediately preceding the proposed Borrowing Date and shall specify the following information:

3.1.1 the proposed Borrowing Date, which must be a Business Day;

3.1.2 the aggregate principal amount requested to be advanced; and

3.1.3 confirmation that the principal amount requested to be advanced is made in accordance with the Disbursement Schedule.

3.2 Interest on Loan

The Borrower shall pay the Lender interest on the Loans on the basis of 3-month Libor plus 500 basis points (5%). The 3-month Libor shall be established by the Lender two (2) Business Days' prior to March 31, June 30, September 30 and December 30 of each calendar year and such Libor rate shall be applicable to the Loan from the first day of the following fiscal quarter until the last day of such fiscal quarter inclusively. Notwithstanding the foregoing, for the period starting on the Closing Date and ending on September 30, 2012, the 3-month Libor rate applicable during such period shall be established by the Lender two (2) Business Days' prior to the Closing Date.

3.3 Computation of Interest

3.3.1 Interest in respect of the Loans shall be computed on the basis of a 360 day year for the actual number of days elapsed;

3.3.2 Interest payable on such Loan is calculated upon the daily outstanding balance of the Loan from and including the date it is advanced until, but excluding, the date it is repaid in full.

3.4 Annual Equivalents

For the purposes of the *Interest Act* (Canada), the annual rates of interest to which are equivalent the rates determined in accordance with the provisions of Section 3.2 are the following rate: (the quoted rate) x (number of days in the year) ÷ 360 = % per annum.

3.5 **Capitalization of Interest**

During the Capitalization Period, 100% of the interest due hereunder shall be capitalized quarterly, in arrears, on the first day of each calendar quarter. The Lender shall provide to the Borrower, on demand during the Capitalization Period, the amount of interest capitalized, together with the then-outstanding principal amount hereunder, and the then-applicable rate.

3.6 **Payment of Interest**

3.6.1 Except as during the Capitalization Period, interest in respect of the Loans is payable in arrears on the first date of each fiscal quarter of the Borrower.

3.6.2 Overdue interest bears interest at an annual rate applicable for each day during which such interest is outstanding equal to the rate applicable to the principal amount for each day of the period during which such interest remains unpaid, calculated daily, capitalized quarterly and payable upon the demand of the Lender.

ARTICLE 4

FEES

4.1 **Arrangement Fee**

The Borrower hereby covenants and agrees to pay to Windermere Capital (Canada) Inc., on the Closing Date, an arrangement fee equal to CDN$100,000.

4.2 **Commitment Fee**

The Borrower hereby covenants and agrees to pay to the Lender, on the Closing Date, a commitment fee equal to CDN$200,000.

4.3 **Warrants**

The Borrower will issue in favour of the Lender **(i)** 1,500,000 common share purchase warrants of the Borrower with an exercise price of CDN$0.88 per share, **(ii)** 1,000,000 common share purchase warrants of the Borrower with an exercise price of CDN$0.88 per share, and **(iii)** 1,500,000 common share purchase warrants of the Borrower with an exercise price of CDN$1.32 per share, all of which shall be exercisable until 5:00 PM (Eastern Time) on December 31, 2015 (collectively, the "**Warrants**"). In connection therewith, the Lender acknowledges and recognizes the following:

4.3.1 the Warrants will be subject to a four (4) month and one (1) day hold period from the date of issuance as required under Applicable Laws;

4.3.2 the 1,000,000 Warrants to be issued at an exercise price of $0.88 per share will contain an accelerated expiry date clause whereby starting January 1, 2013, such Warrants will expire thirty (30) days following which the Borrower shall have advised the Lender in writing that the Borrower's shares have traded on the Exchange at a price equal to or higher than $1.32 per share for a period of twenty (20) consecutive trading days;

4.3.3 the Warrants will be subject to vesting provisions imposed by the Exchange;

4.3.4 the Warrants will be non-transferable; and

4.3.5 the Warrants may be cancelled by the Borrower in accordance with Article 18.

Notwithstanding subsection 4.3.3, 2,000,000 Warrants will not be subject to any vesting period on the Closing Date, and the Borrower covenants to make sufficient Draw Requests for Advances in order that the full 4,000,000 Warrants issued hereunder fully vest in accordance with the requirements of the Exchange.

4.4 **Production Fee**

4.4.1 The Borrower hereby covenants and agrees to pay to the Lender a production fee of CDN$1.00 per metric ton of phosphate concentrate sales for the life of the Project (the "**Production Fee**").

4.4.2 The Production Fee shall be payable to the Lender quarterly, in arrears, at the end of each calendar quarter upon the commencement of sales of phosphate concentrate from the Project.

4.4.3 The Production Fee shall exist separately from the Facility and shall remain in effect even if the Facility is fully repaid or terminated.

4.4.4 The Borrower can repurchase the Production Fee at any time for a lump sum payment of CDN$6,000,000.

4.4.5 In the event that not less than 90% of the Borrower's issued and outstanding Capital Stock are acquired, purchased or otherwise owned by a third party, either by way of take over bid or any other type of transaction having the same result, the Production Fee shall be repurchased immediately by the Borrower for a lump sum payment of CDN$6,000,000.

4.5 **Survival of Obligations**

The obligations of the Borrower under Section 4.4 shall survive the repayment of the Loans and the cancellation in full of the Facility.

ARTICLE 5

MANNER OF PAYMENTS

5.1 Currency of Payments

All payments or repayments, as the case may be of principal under the Loan or any part thereof or of interest shall be made in Canadian Dollars only.

5.2 Payment on Any Business Day by 3:00 P.M. (Montréal time)

Whenever any payment or repayment falls due on a day which is not a Business Day, such payment or repayment shall be made on the next following Business Day. Furthermore, any amount received after 3:00 P.M. (Montréal time) on any Business Day shall be applied to the appropriate payment or repayment which was required to be made on such Business Day, on the next following Business Day. Until so applied, interest shall continue to accrue as provided in this Agreement on the amount of such payment or repayment.

ARTICLE 6

GUARANTEE

6.1 Object of Guarantee.

The Guarantor, solidarily and jointly and severally, hereby irrevocably, absolutely and unconditionally guarantees to the Lender, the due and punctual payment, observance and performance of all of the Obligations when and as due (whether at maturity, by reason of acceleration or otherwise) and in accordance with their respective terms, and the Guarantor expressly agrees so to pay, observe or perform the same when so due or deemed to be due, upon demand therefor by the Lender which shall only be presented to the Guarantor following an Event of Default which is continuing.

6.2 Nature of the Guarantors' Obligations.

The Guarantor's obligations hereunder are solidary, joint and several, absolute and unconditional, present and continuing, unlimited, general and irrevocable and constitute a guarantee of payment and performance and not merely a guarantee of collection. The obligations of the Guarantor hereunder are independent of the Obligations, and a separate action may be brought or prosecuted against the Guarantor to enforce the Guarantee created hereunder.

6.3 Certain Waivers.

The Guarantor hereby waives:

6.3.1 any benefit of discussion or division including, without limitation, any requirement, and any right to require, that any power be exercised or any action be taken against the Borrower, any other guarantor or any collateral for any of the Obligations;

6.3.2 any and all defences to and set-offs, counterclaims and claims of recoupment against any and all of the Obligations that may at any time be available to the Borrower or any other guarantor;

6.3.3 any notice of acceptance of the incurrence or renewal of any Guaranteed Obligations;

6.3.4 all notices which may be required by Applicable Law to preserve any rights against such Guarantor hereunder including, but not limited to, any notice of default, demand, dishonour, presentment and protest;

6.3.5 any and all other defences related to the Obligations save and except for the receipt by the Lender the full, final and definitive amount of their claim against the Borrower and any other guarantor with respect to the Obligations.

6.4 **Additional Security.**

The Guarantee created hereunder shall be in addition to and without prejudice to any other security by whomsoever given, held at any time by the Lender.

ARTICLE 7

HYPOTHECS

7.1 **Hypothecs**

To secure the performance of all of the Borrower's obligations under the Facility, this Agreement and the other Loan Documents, the Borrower and the Guarantor shall grant to the Lender a first ranking Lien on **(i)** all of their immovable assets relating to the Project present and future, corporeal and incorporeal, including, for greater certainty, the Project Mining Claims, and **(ii)** all of their movable assets present and future, corporeal and incorporeal, the whole pursuant to documents and agreements in form and substance satisfactory to the Lender, acting reasonably, and the stated amount of any Quebec hypothecs granted in furtherance of the foregoing shall be CDN$12,000,000, plus an additional amount of CDN$5,000,000.

ARTICLE 8

CONDITIONS PRECEDENT

8.1 **Closing Conditions**

Closing shall occur upon the following conditions precedent being met to the satisfaction of the Lender or, as the case may be, waived by the Lender (the date on which such conditions precedent shall be met shall be referred to herein as the "**Closing Date**"):

8.1.1 the Parties shall have received satisfactory evidence that the board of directors of the Borrower, the Guarantor and the Lender have approved the transactions contemplated in this Agreement;

8.1.2 the Borrower shall have received satisfactory evidence that as at the Closing Date, the Lender has committed an amount of least CDN$6,500,000 under the Facility;

8.1.3 the Parties shall have received an executed copy of this Agreement and of the other Loan Documents;

8.1.4 the Lender shall have received satisfactory evidence that the Borrower and the Guarantor have received all necessary third party acknowledgements and consents in connection with this Agreement and the other Loan Documents;

8.1.5 the Lender shall have received copies of certificates of insurance or other documentation satisfactory to the Lender evidencing the effectiveness of all insurance covering the Borrower and required to be maintained by the Borrower pursuant to Section 10.7;

8.1.6 the Lender shall have received an executed copy of the documents evidencing the Warrants and the issue thereof;

8.1.7 the Lender shall have received satisfactory evidence that the Borrower has received all required regulatory approval with respect to the issuance of the Warrants;

8.1.8 no Default or Event of Default shall have occurred and be continuing;

8.1.9 the representations and warranties made by the Borrower and the Guarantor under this Agreement, are true and correct in all material respects as of the Closing Date; and

8.1.10 no Material Adverse Effect shall have occurred and be continuing.

8.2 **Conditions Precedent to Advances**

No Advance shall be made by the Lender hereunder until the following conditions precedent shall have been met to the satisfaction of the Lender or, as the case may be, waived by the Lender:

8.2.1 the Lender shall be satisfied that all Liens created under the Loan Documents have been registered wheresoever required to render same opposable to third parties;

8.2.2 the Lender shall have received the relevant Draw Request within the delays herein provided;

8.2.3 the Lender shall be satisfied that the amount required to be advanced under the Draw Request is provided in accordance with the Disbursement Schedule;

8.2.4 the Lender shall have determined that the amount of the requested Advance is not greater than the Available Facility;

8.2.5 the Lender shall be satisfied that the Borrower has received all governmental Authorizations required at such time for the Project, including, without limitation, those related to Environmental Laws;

8.2.6 no Default or Event of Default shall have occurred and be continuing;

8.2.7 the representations and warranties made by the Borrower and the Guarantor under this Agreement, are true and correct in all material respects as of the date of such requested Advance, and will remain true and correct immediately following the making of such Advance; and

8.2.8 no Material Adverse Effect shall have occurred and be continuing.

ARTICLE 9

REPRESENTATIONS AND WARRANTIES OF THE BORROWER AND THE GUARANTOR

To induce the Lender to make the Facility available to the Borrower, the Borrower and the Guarantor represent and warrant to and in favour of the Lender as follows:

9.1 Existence

Each of the Borrower and the Guarantor is a corporation duly and validly incorporated or formed, organized, existing and in good standing under the Laws of its jurisdiction of organization.

9.2 Authority and Enforceability

Each of the Borrower and the Guarantor has the legal capacity to **(i)** enter into this Agreement and the other Loan Documents, **(ii)** own and hold under lease its property, and **(iii)** conduct business substantially as presently conducted.

9.3 Due Authorization

Each of the Borrower and the Guarantor has taken all necessary action to authorize the execution and delivery of this Agreement and the other Loan Documents, the creation and performance of its obligations hereunder and thereunder, and the consummation of the transactions contemplated herein and therein. The Borrower and the Guarantor have duly executed and delivered this Agreement and the other Loan Documents.

9.4 **Authorizations from Governmental Authorities and other Persons**

Each of the Borrower and the Guarantor has obtained all Authorizations of or from all Governmental Authorities or other Persons which are necessary or required to authorize the execution and delivery of this Agreement, the other Loan Documents and to execute its obligations hereunder and thereunder.

9.5 **Accuracy of Information**

No information furnished by the Borrower or the Guarantor to the Lender in connection with any of the Loan Documents contains any material misstatement of fact or omits to state a material fact necessary to make the statements contained therein not misleading in light of the circumstances in which they were made and as of the date made. No undisclosed fact or liability is currently known to the Borrower or to the Guarantor which has or could be expected to have a Material Adverse Effect.

9.6 **Validity of Loan Documents – Non-Conflict**

None of the authorization, execution, delivery or performance of the Loan Documents by the Borrower or the Guarantor, nor the consummation of any of the transactions contemplated in the Loan Documents to which Borrower or the Guarantor is a party conflicts with, contravenes or gives rise to any default under the provisions of any indenture, instrument, agreement or undertaking to which the Borrower or the Guarantor, as the case may be, is a party or by which the Borrower or the Guarantor, as the case may be, or any of its Business Assets are or may become bound or any Applicable Law.

9.7 **Absence of Litigation**

There is no existing, pending or, to the best of the Borrower's knowledge, threatened litigation against the Borrower which would reasonably be expected to have a Material Adverse Effect.

9.8 **Intellectual Property**

Each of the Borrower and the Guarantor owns, possesses, or is the beneficiary of licences on or otherwise has the right to own all patents, trademarks, service marks, trade names and copyrights, technology, know-how and processes, and all rights with respect to the foregoing that are necessary for the operation of its business as presently conducted and as currently proposed to be conducted without any known material conflict with the rights of others, except those the failure to own or possess (or be licensed or otherwise have the right to use) could not, singly or in the aggregate, reasonably be expected to have a Material Adverse Effect. The consummation of the transactions contemplated by the Loan Documents will not alter or impair in any material respect any such rights. To the knowledge of the Borrower and of the Guarantor, none of the products of the Borrower or of the Guarantor infringes any patent, trademark, service mark, trade name, copyright, license or other right owned by any other Person in any manner that could, singly or in the aggregate, reasonably be expected to have a Material Adverse Effect; no litigation is pending or (to the Borrower's or the Guarantor's knowledge) threatened against the Borrower or the Guarantor or affecting the Borrower or the Guarantor, contesting its right to sell or use any product or material which litigation could, singly or in the aggregate, reasonably be expected to have a Material Adverse Effect. To the Borrower's and to the Guarantor's knowledge, there is no violation by any Person of any of its rights with respect to any patent, trademark, trade name or service mark and copyright owned by the Borrower or the Guarantor or used by Borrower or the Guarantor or used in connection with the assets of the Borrower or of the Guarantor in any manner that could, singly or in the aggregate, reasonably be expected to have a Material Adverse Effect.

9.9 **Ownership of Properties**

Each of the Borrower and the Guarantor has good title to or leasehold interest in all material Business Assets that are necessary for the operations of its business as currently conducted, free and clear of all Liens, other than Permitted Liens.

9.10 **Project Mining Claims Subject to Security and Material Claims**

All of the mining claims relating to the Project have been validly hypothecated and charged in favour of the Lender pursuant to the hypothec referred to in Section 7.1 hereof. The Borrower and the Guarantor hold no phosphate mining claims of significant value or importance other than those that have been validly hypothecated and charged in favour of the Lender pursuant to the hypothec referred to in Section 7.1 hereof.

9.11 **Insurance**

The Borrower insures its Business Assets and civil liability insurance, in each case for such coverage as a prudent administrator would obtain or do in the case of similar property, assets and business.

9.12 **No Material Adverse Effect**

Since July 26, 2012, there has been no change and no event has occurred which could reasonably be expected to have a Material Adverse Effect.

9.13 **Compliance with Laws**

Each of the Borrower and the Guarantor is in material compliance with all Applicable Laws.

9.14 **Use of Advances**

The Advances shall be used exclusively for the purposes set out in Section 2.1.2.

9.15 **No Default**

No Default has occurred which has not been disclosed to the Lender and either remedied or expressly waived by the Lender in writing.

9.16 **Taxes**

Each of the Borrower and the Guarantor has paid and discharged all Taxes payable by it when due except with respect to any such Tax which is being contested in good faith by appropriate proceedings and which is not required, by Applicable Law, to be paid prior to such contestation and for which appropriate reserves have been provided in its books and as to which neither any Lien has attached nor any foreclosure, distraint, seizure, attachment, sale or similar proceedings shall have been commenced, and the charges, accruals and reserves on its books in respect of Taxes are adequate, in its judgment.

9.17 Repetition of Representations and Warranties

The representations and warranties made under this Agreement shall be deemed to be repeated by the Borrower and the Guarantor on each Borrowing Date and on each principal or interest payment date, by reference to the facts and circumstances then existing, it being understood that to the extent such representations and warranties relate to a specifically identified earlier date they shall be true and correct as of such earlier date.

ARTICLE 10

POSITIVE COVENANTS OF THE BORROWER AND THE GUARANTOR

So long as any Loan or any other amount payable hereunder is outstanding and unpaid or the Borrower shall have the right to borrow hereunder (whether or not the conditions to borrowing have been or can be fulfilled), and unless the Lender shall otherwise consent in writing, the Borrower and the Guarantor hereby covenant that:

10.1 Payment of Principal, etc.

Each of the Borrower and the Guarantor will pay when due any amount owed to the Lender under this Agreement or any other Loan Document in principal, interest and fees.

10.2 Preservation of Existence, etc.

Each of the Borrower and the Guarantor will preserve and maintain its existence and preserve and maintain all Authorizations and registrations necessary or required in the normal conduct of its business and qualify and remain qualified and authorized to do business in each jurisdiction in which it carries on business or owns or leases material Business Assets.

10.3 Operations ran in the Normal Course of Business.

The Borrower will run its operations in the normal course of business.

10.4 Use of Advances

The Borrower shall use the Advances under the Facility exclusively for the purposes set out in subsection 2.1.2.

10.5 **Authorizations**

Each of the Borrower and the Guarantor will maintain, and take all actions necessary to maintain, in full force and effect the action taken by it to authorize the execution, delivery and performance in accordance with their respective terms of this Agreement, of the other Loan Documents and the consummation of the transactions contemplated herein and therein. The Borrower will obtain and maintain any Authorization of or from any Governmental Authority necessary or required under Applicable Law in order to carry on its business and to construct and operate the Project.

10.6 **Compliance with Applicable Law**

Each of the Borrower and the Guarantor will comply with Applicable Law in all material respects.

10.7 **Insurance**

The Borrower will insure and keep insured its property, assets and business, and will maintain business interruption and civil liability insurance, in each case for such coverage, as a prudent administrator would obtain or do in the case of similar property, assets and business, and the Lender shall be named as loss payee and additional insured under each of the insurance policies of the Borrower.

10.8 **Project Mining Claims Subject to Security**

Each of the Borrower and the Guarantor will take all actions necessary such that at all times all of the present and future mining claims relating to the Project are validly hypothecated in favour of the Lender pursuant to the hypothec referred to in Section 7.1 hereof.

10.9 **Maintenance of Properties**

Each of the Borrower and the Guarantor will maintain, preserve, protect and keep its properties in good repair, working order and condition (ordinary wear and tear excepted), and make necessary repairs, renewals and replacements so that the business carried on by it may be properly conducted in all material respects at all times, unless the Borrower or the Guarantor, as the case may be, determines in good faith that the continued maintenance of such property is no longer economically desirable, necessary or useful to the business of the Borrower or of the Guarantor, as the case may be, or the disposition of such property is otherwise permitted hereunder.

10.10 **Mining Claims**

The Borrower shall at all times maintain and keep in good standing under Applicable Laws the mining claims subject to the hypothec granted under section 7.1 and any other mining claims material to the Borrower.

10.11 **Payment of Taxes and Claims**

Each of the Borrower and the Guarantor will pay and discharge all Taxes imposed upon it or upon its income, capital or profits or upon any properties belonging to it prior to the date on which penalties attach thereto, and all lawful claims for rents, labour, materials and supplies which, if unpaid, might become a Lien upon any of its properties; provided, however, that, no such Tax need be paid which is being contested in good faith by appropriate proceedings and for which appropriate reserves shall have been set aside on the appropriate books, but only so long as such Tax does not become a Lien, and no foreclosure, distraint, seizure, attachment, sale or similar proceedings shall have been commenced.

10.12 **Payment of Legal and Other Fees and Disbursements**

The Borrower covenants to pay upon demand all reasonable legal, notarial, consulting and professional fees and disbursements or any out of pocket costs and expenses incurred from time to time by the Lender or any one thereof, in connection with:

10.12.1 the negotiation, preparation and delivery of the Loan Documents, as well as any amendment to be made to any of the foregoing at any time and from time to time;

10.12.2 the collection of any moneys due under any Loan Document.

10.13 **Transactions with Affiliates**

Each of the Borrower and the Guarantor will cause all agreements or transactions to be entered into from time to time, as between the Borrower and any one or more of its Affiliates or Subsidiaries, to be negotiated and concluded on an arms length basis for fair market value on commercially reasonable market terms prevailing from time to time in the industry.

10.14 **Mitigation**

The Borrower will use its best commercial efforts to remedy to or mitigate any anticipated failure to meet a Milestone within 30 days following the delivery of a notice by the Borrower to the Lender pursuant to subsection 12.2.2.

ARTICLE 11

NEGATIVE COVENANTS OF THE BORROWER AND THE GUARANTOR

So long as any Loan or any other amount payable hereunder is outstanding and unpaid or the Borrower shall have the right to borrow hereunder (whether or not the conditions to borrowing have been or can be fulfilled) and unless the Lender shall otherwise consent in writing, the Borrower hereby covenants that:

11.1 Liens

Neither the Borrower nor the Guarantor will create, incur, assume or suffer to exist any Lien upon or in respect of any of its present or future Business Assets other than Permitted Liens.

11.2 Amalgamations

Neither the Borrower nor the Guarantor will wind-up, liquidate or dissolve its affairs or enter into any transaction of amalgamation, merger or consolidation or convey, sell, alienate, lease or otherwise dispose of (or agree to do any of the foregoing, at any future time) all or substantially all of its Business Assets.

11.3 Investments

Neither the Borrower nor the Guarantor will make any Investment, other than in the normal course of its business and for short-term cash management only.

11.4 Guarantees

Neither the Borrower nor the Guarantor will not create, assume or otherwise become or remain obligated in respect of, or permit to be outstanding any Guarantee, other than the Guarantee granted by the Guarantor hereunder.

11.5 Acquisitions

Neither the Borrower nor the Guarantor will make any Acquisition.

11.6 Distribution

The Borrower may not declare, set apart for payment or make any Distributions, unless at the time such Distributions are declared, set apart for payment or made, **(i)** no Default or Event of Default exists and is continuing and **(ii)** no Default or Event of Default shall result therefrom.

11.7 Change in Business

The Borrower will not materially change the nature of its business.

11.8 Sale of Assets

The Borrower will not sell, lease, alienate or otherwise dispose of any of its Business Assets or enter into or be party to any Sale and Leaseback Transaction, except for:

11.8.1 dispositions of inventory made in the ordinary course of the carrying on of its day to day business for cash or cash equivalent investments;

11.8.2 dispositions of Business Assets not exceeding **(i)** CDN$100,000 per fiscal year and **(ii)** CDN$25,000 per transaction, it being understood that such exceptions shall not apply to all present and future mining rights and mining claims of the Borrower.

11.9 Leases

The Borrower shall not enter into any lease with any Person if, as a result, the aggregate principal amount of leases incurred by the Borrower during any fiscal year exceeds CDN$500,000 and any such lease shall be entered into in the Borrower's normal course of business.

11.10 Issuance of Securities

The Borrower shall not issue securities or Capital Stock without the Lender's consent, which shall not be unreasonably withheld, excluding **(i)** securities resulting from previously issued convertible securities of the Borrower in force on the date of this Agreement, **(ii)** securities of the Borrower contemplated in agreements in force on the date of this Agreement, **(iii)** the CDN$1,000,000 flow-through offering to be conducted by the Borrower before December 31, 2012, and **(iv)** securities not exceeding CDN$2,000,000 in the aggregate during the Term Period.

ARTICLE 12

INFORMATION COVENANTS OF THE BORROWER

So long as any Loan or any other amount payable hereunder is outstanding and unpaid or the Borrower shall have the right to borrow hereunder (whether or not the conditions to borrowing have been or can be fulfilled) and unless the Lender shall otherwise consent in writing, the Borrower covenants and agrees that:

12.1 Updated Cash-Flow Schedule

Within fourteen (14) days after the end of each calendar quarter, the Borrower shall furnish to the Lender an updated copy of the Cash-Flow Schedule.

12.2 Notice of Litigation and Other Matters

The Borrower shall furnish to the Lender prompt notice of the following events after the Borrower has become aware thereof and has made a reasonable determination with respect thereto:

12.2.1 the commencement of all litigations against the Borrower, or in any other way relating adversely to the Borrower or any of its Business Assets which, if adversely determined, singly or when aggregated with all other such litigations, could have a Material Adverse Effect;

12.2.2 the anticipated failure to meet a Milestone;

12.2.3 any event or events which, singly or in the aggregate, could reasonably be expected to have a Material Adverse Effect; and

12.2.4 any Default or Event of Default.

12.3 Other Information

So long as any Loan or any other amount payable hereunder is outstanding and unpaid or the Borrower shall have the right to borrow hereunder (whether or not the conditions to borrowing have been or can be fulfilled) and unless the Lender shall otherwise consent in writing, the Borrower hereby covenants and agrees that the Borrower shall furnish to the Lender from time to time all available data, certificates, reports, statements, documents or further information regarding its business, assets, liabilities, financial position, results of operations or business prospects reasonably requested by the Lender, acting reasonably, promptly after such request, it being understood that such information shall be used by the Lender exclusively in its role as Lender under the Facility.

ARTICLE 13

REPRESENTATIONS AND WARRANTIES OF THE LENDER

The Lender hereby represents and warrants to and in favour of the Borrower and the Guarantor as follows:

13.1 Existence

The Lender is a corporation duly and validly incorporated or formed, organized, existing and in good standing under the Laws of its jurisdiction of organization.

13.2 Authority and Enforceability

The Lender has the legal capacity to enter into this Agreement and the other Loan Documents and to conduct business substantially as presently conducted.

13.3 Due Authorization

The Lender has taken all necessary action to authorize the execution and delivery of this Agreement and the other Loan Documents, the creation and performance of its obligations hereunder and thereunder, and the consummation of the transactions contemplated herein and therein. The Lender has duly executed and delivered this Agreement and the other Loan Documents.

13.4 Arms-Length Transaction

The Lender is dealing at arm's length with the Borrower and this Agreement and the transactions contemplated herein have been negotiated and concluded on an arm's length basis between the Parties.

13.5 Availability of Facility on Closing Date

As at the Closing Date, an amount of at least CDN$6,500,000 is fully available to the Borrower under the Facility.

ARTICLE 14

INFORMATION COVENANT OF THE LENDER

14.1 Failure to Commit Funds

The Lender hereby covenants and agrees to inform the Borrower, at least 120 days prior to any date on which a drawdown is scheduled under the Disbursement Schedule, of the fact that the Lender will be unable to commit or make available the funds to the Borrower on such drawdown date.

ARTICLE 15

REVIEW BY THIRD PARTY

15.1 Review of Reports

The Parties hereby acknowledge and agree that representatives of the Lender shall be allowed to review or have reviewed by a third party acceptable to the Parties any report prepared after the Closing Date for the benefit of the Borrower in connection with the Project. The costs and expenses incurred by such third party shall be equally shared between the Lender and the Borrower.

ARTICLE 16

EVENTS OF DEFAULT

The occurrence of any one or more of the following events shall constitute an Event of Default (each such event being herein referred to as an "**Event of Default**"):

16.1 Non-Payment

The Borrower or the Guarantor fails to pay when due **(i)** any amount of principal owed by it and outstanding hereunder or **(ii)** any amount of interest, fees and accessories outstanding hereunder, and such Default referred to in clause **(ii)** shall not be remedied within five (5) Business Days following written notice of such Default by the Lender to the Borrower and the Guarantor.

16.2 Misrepresentation

Any representation or warranty made or deemed made by the Borrower or the Guarantor under this Agreement or under any other Loan Document, is found to have been, when made or deemed made, either incorrect or inaccurate in any material respect.

16.3 **Covenants**

The Borrower or the Guarantor fails to perform, observe or comply with any other term, covenant or agreement contained in this Agreement, and such failure remains unremedied for thirty (30) days following written notice of such failure by the Lender.

16.4 **Insolvency**

An Insolvency Event shall have occurred.

16.5 **Milestones**

The failure by the Borrower to meet a Milestone, unless such failure is not attributable to the Borrower or is caused by any event outside the control of the Borrower.

16.6 **Material Adverse Effect**

An event or series of events occurs that results in a Material Adverse Effect.

16.7 **Unsatisfied Awards**

Any one or more judgments are entered against the Borrower or the Guarantor which judgments are not vacated, discharged, stayed or bonded pending appeal within thirty (30) days of the entry thereof or shall not have been vacated or discharged prior to the expiration of any such stay and involve a liability (not paid or fully covered by insurance) the amount of which, singly or when aggregated with all such liabilities of the Borrower or of the Guarantor, as the case may be, exceeds CDN$1,000,000.

16.8 **Loan Documents**

The obligations of the Borrower or of the Guarantor under the Loan Documents, or any Lien granted pursuant to any Loan Document, cease to be valid or of full force or effect, or are terminated for any reason, or there occurs a loss of rank with respect to any Lien granted pursuant to any Loan Document, except that no Event of Default shall occur under this Section 16.8 where the Default can be remedied and the Borrower or the Guarantor, as the case may be, does so within ten (10) Business Days of becoming aware thereof.

16.9 **Notice of Exercise of Hypothecary Rights**

A notice of exercise of hypothecary rights is published against the Borrower, the Guarantor or any of their respective Business Assets and the Borrower or the Guarantor, as the case may be, fails to:

16.9.1 request the cancellation thereof within fifteen (15) days of its publication;

16.9.2 obtain (i) the cancellation thereof within fifteen (15) days of its publication or (ii) a stay order with respect to such notice of exercise of hypothecary rights within fifteen (15) days of its publication; and

16.9.3 in the event that the stay contemplated in subsection 16.9.2 is obtained, to obtain the final decision dismissing such notice of exercise of hypothecary rights.

ARTICLE 17

REMEDIES

17.1 Termination and Acceleration

If an Event of Default shall have occurred and be continuing, the Lender may declare the Facility to be cancelled, terminated or reduced, or take any other action, commence any other suit, action or proceeding or exercise such other rights as may be permitted by Applicable Law (whether or not provided for under this Agreement) at such times and in such manner as the Lender may consider expedient, all without any additional notice, demand, presentment for payment, protest, noting of protest, dishonour, notice of dishonour or any other action being required. If an Event of Default occurs, the Facility shall immediately and automatically be cancelled and any Loan shall be accelerated and become immediately and automatically due and payable without any action on the part of the Lender being required.

17.2 Application of Payments

Notwithstanding the provisions of Article 1572 C.C.Q., as well as any other legal rule governing the application of payments, the Lender may apply the proceeds of realization and of any credit or compensating balances against such part of the Indebtedness of the Borrower and of the Guarantor under this Agreement as the Lender deems best.

17.3 Compensation and Set-Off

17.3.1 In addition to any rights now or hereafter granted under Applicable Law and not by way of limitation of any such rights, after the occurrence of an Event of Default, the Lender is hereby authorized by the Borrower and the Guarantor, at any time and from time to time, without notice to the Borrower, the Guarantor or to any other Person, any such notice being hereby expressly waived, to effect compensation, to set-off and to appropriate and to apply any and all deposits (general or special, time or demand, including Indebtedness evidenced by certificates of deposit, in each case whether matured or unmatured), and any other Indebtedness at any time held or owing by the Lender to or for the credit or the account of the Borrower or of the Guarantor against and on account of the obligations and liabilities of the Borrower or of the Guarantor to the Lender hereunder, although said obligations and liabilities, or any of them, shall be contingent or unmatured.

17.3.2 For the purposes of the application of this Section, the Parties agree that the benefit of any term applicable to any Lender's deposit, credit indebtedness, liability or obligation referred to in this Section shall be lost immediately before the time when the Lender shall exercise its rights under this Section in respect of such deposit, credit indebtedness, liability or obligation of the Lender.

17.3.3 Furthermore, in the exercise of its rights under this Section, where any Indebtedness of the Lender to the Borrower or to the Guarantor is not outstanding in the same currency as the Indebtedness of the Borrower or of the Guarantor to the Lender, then the Lender may effect all currency conversions with respect to any such Indebtedness as it considers appropriate in accordance with its normal practices by using its own rate of exchange in effect on the Business Day preceding that on which it exercised its rights under this Section.

17.4 Notices

Save as otherwise expressly provided for herein, no notice or *mise en demeure* of any kind shall be required to be given to the Borrower or the Guarantor by the Lender for the purpose of putting the Borrower or the Guarantor in default, the Borrower and the Guarantor being in default by the mere lapse of time allowed for the performance of an obligation or by the mere occurrence of any event constituting an Event of Default.

ARTICLE 18

PRO RATA AMOUNTS

18.1 Pro-Rata Amounts

Should the Lender be unable to provide any amount available for drawdown under the Facility (according to the Disbursement Schedule) and requested to be drawn by the Borrower, then all Fees, including the Production Fee, shall be reduced pro-rata accordingly to reflect the actual amount of the Facility then available, the Lender shall reimburse the Borrower all Fees overpaid by the Borrower as of the Closing Date and thereafter, and the Borrower shall be entitled to cancel a number of Warrants on a pro rata basis.

ARTICLE 19

TAXES AND OTHER CHARGES

19.1 No Payment of Additional Amounts

To the best of the knowledge of the parties hereto, as of the date of this Agreement, neither the Borrower nor the Guarantor is required by Law to make any deduction or withholding in respect of any Taxes imposed on the Lender from any amount payable under this Agreement (the "**Withholding Taxes**"). However, if the Borrower or the Guarantor were to be assessed by a Governmental Authority for any amount paid to the Lender under this Agreement which, in the opinion of such Governmental Authority, should have been remitted as Withholding Taxes (the "**Withholding Amount**"), then the Borrower shall promptly notify the Lender which shall have the right (but not the obligation) to contest on behalf of the Borrower such assessment by the

Governmental Authority so long as the Lender bears all fees and costs relating to such contestation other than legal fees which shall be shared equally between the Lender and the Borrower, provided, that the contribution of the Borrower to legal fees shall be capped at CDN$25,000 and any amounts above such threshold shall be paid for and be the sole responsibility of the Lender. If after a final and non-appealable judgment the assessment of the Governmental Authority is maintained, then the Borrower or the Guarantor shall pay such Withholding Amount to the Governmental Authority and the Lender shall indemnify the Borrower or Guarantor, as the case may be, by reimbursing at the request of the Borrower on a dollar-for-dollar basis any Withholding Amount so paid to the Governmental Authority, including penalties, interests and fees paid by the Borrower to the Governmental Authority in relation to such Withholding Taxes.

In addition to the foregoing, if the Borrower or the Guarantor, as the case may be, after the date hereof, becomes aware of circumstances giving rise to Withholding Taxes (including pursuant to a change in Law), then the Borrower or the Guarantor, as the case may be, shall inform the Lender in writing of the reasons giving rise to such Withholding Taxes and remit to the relevant Governmental Authority such Withholding Taxes and such Withholding Taxes shall be deemed to have been paid to the Lender for the purposes of this Agreement with no obligation to the Borrower or the Guarantor to gross-up any payment to the Lender under the terms of this Agreement.

ARTICLE 20

MISCELLANEOUS

20.1 Notices

Except as otherwise specified herein, all notices, requests, demands or other communications to or upon the respective parties hereto shall be deemed to have been duly given or made to the party to which such notice, request, demand or other communication is required or permitted to be given or made under this Agreement, when delivered to such party (by certified mail, postage prepaid, or by telecopier or hand delivery) at its address and attention set forth with its signature below or at such other address as any of the parties hereto may hereafter notify the others in writing. No other method of giving notice is hereby precluded. Notices and other communications to the Lender may be delivered by electronic communication (including email and internet or intranet websites) pursuant to procedures approved by the Lender.

20.2 Rights and Recourses Cumulative

The rights and remedies of the Parties under this Agreement shall be cumulative and not exclusive of any right or remedy which the Parties would otherwise have and no failure or delay by the Parties in exercising any right shall operate as a waiver thereof, nor shall any single or partial exercise of any power or right preclude its other or further exercise or the exercise of any other power or right.

20.3 Assignments by the Borrower or by the Guarantor

The rights of the Borrower and of the Guarantor hereunder are declared to be purely personal and may therefore not be assigned or transferred, nor can the Borrower nor the Guarantor assign or transfer any of its obligations, any such assignment being null and void insofar as the Lender is concerned and rendering any balance then outstanding of the Loan immediately due and payable at the option of the Lender and relieving the Lender from the obligation of making any or any further Advances hereunder.

20.4 Assignment by the Lender

The Lender may at any time assign all or any portion of the Loan and the Facility with the prior written consent of the Borrower and of the Guarantor provided, however, that the Borrower's and the Guarantor's consent shall not be required for any assignment made while a Default or Event of Default has occurred and is continuing.

20.5 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.

20.6 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

20.7 Replacement of Previous Agreements

This Agreement replaces and supersedes all verbal or oral agreements, understandings and undertakings between the Lender, the Borrower and the Guarantor relating to the Facility.

20.8 Obligation to Pay Absolute

The obligations of the Borrower and of the Guarantor to make payments on the Loan as and when due in accordance with this Agreement shall be unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances without any right of compensation or set-off and notwithstanding any defence, right of action or claim of any nature whatsoever which the Borrower or the Guarantor may at any time have or have had against the Lender, whether in connection with this Agreement or otherwise.

20.9 Governing Law

This Agreement and the interpretation and enforcement thereof shall be governed by and in accordance with the Laws of the Province of Québec and the federal Laws of Canada applicable therein.

ARTICLE 21

LANGUAGE

21.1 English Language

The parties hereto have expressly required that this Agreement and all deeds, documents and notices relating thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que la présente convention et tous les autres contrats, documents ou avis qui y sont afférents soient rédigés en langue anglaise.*

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date and in the place first herein above mentioned.

ARIANNE RESOURCES INC.,
AS BORROWER

Per: *(s) Bernard Lapointe*

Address: 160-30 rue Racine Est
Saguenay, Québec
G7H 1P5

Attention: Derek Lindsay

Telecopier: 418-549-5750

9252-5880 QUÉBEC INC.,
AS GUARANTOR

Per: *(s) Bernard Lapointe*

Address: c/o Arianne Resources
160-30 rue Racine Est
Saguenay, Québec
G7H 1P5

Attention: Bernard Lapointe

Telecopier: 418-549-5750

MERCURY FINANCING CORP.,
AS LENDER

Per: *(s) Paul Smith*

Address: 2F Landmark Square
64 Earth Close
Seven Mile Beach, Grand Cayman
Cayman Islands

Attention: Paul Smith

Telecopier: [redacted]

SCHEDULE "A"

DEFINITIONS

"**Acquisition**" with respect to any Person, means any transaction or series of transactions whereby such Person purchases, acquires or obtains:

1. the Control of another Person;
2. the whole or a substantial part of another Person's properties and assets; or
3. the whole or a substantial part of a business, line of business or division of another Person;

the whole either directly or through Subsidiaries;

"**Advance**" means any amount of money or credit advanced or to be advanced (as the context requires) to the Borrower pursuant to this Agreement by way of cash advance by the Lender;

"**Affiliate**" means any Person which, directly or indirectly, Controls, is Controlled by or is under direct or indirect common Control with, any other Person;

"**Applicable Law**" means, with respect to any Person, any Law applicable to such Person or its properties or assets and any judgment or award binding on such Person or its properties or assets;

"**Authorization**" means any authorization, approval, consent, exemption, licence, permit, franchise or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person's properties or assets;

"**Available Facility**" means, as at any time, the difference between the Facility then in effect and the Loan then outstanding, expressed in Canadian Dollars;

"**Borrower**" refers to Arianne Resources Inc. and includes any successor thereto;

"**Borrowing Date**" means any day on which an Advance is made;

"**Budget**" means the budget attached hereto as Schedule "H";

"**Business Assets**" means the property and assets, tangible and intangible, corporeal and incorporeal, movable and immovable, of a specified Person;

"**Business Day**" means any day excluding Saturday, Sunday or any other day which in Montréal, Québec is a legal holiday or a day on which banks are authorized by law or by local proclamation to close, provided that **(i)** with respect to any transaction requiring a transfer of funds in Canadian Dollars, then such day must also be a day on which banks are open for business in Toronto, Ontario and **(ii)** in order to establish the 3-month Libor, then such day must also be a day on which banks are open for business in London, England;

"**Canadian Dollars**" or "**CDN$**" means the lawful currency of Canada;

"**Capital Stock**" means common shares, preferred shares or other equivalent equity interests (howsoever designated) of capital stock of a body corporate, equity preferred or common interests in a limited liability company, limited or general partnership interests in a partnership or any other equivalent such ownership interest;

"**Capitalization Period**" means the period commencing on the Closing Date and terminating on the earlier of:

1. December 31, 2013; and
2. the date the Borrower raises cumulative Net Cash Proceeds of at least CDN$21,000,000 by way of equity issuance or pursuant to debt instruments, as the case may be;

"**Cash-Flow Schedule**" means the schedule in form and substance similar to the one attached hereto as Schedule "H";

"**Change of Control**" means the acquisition or possession by any Person, directly or indirectly, whether through ownership, by contract or otherwise, of at least 30% of the issued and outstanding Capital Stock of the Borrower;

"**Closing Date**" has the meaning ascribed thereto in Section 8.1;

"**Control**", "**Controls**" and "**Controlled**" has the meaning ascribed to it from time to time in the *Canada Business Corporations Act* (Canada), and "**Controls**" and "**Controlled**" shall have the correlative meanings;

"**Default**" means any Event of Default or any default, breach, failure, event, state or condition which, unless remedied or waived, with the lapse of time or giving of notice, or both, would constitute an Event of Default;

"**Disbursement Schedule**" means the schedule attached hereto as Schedule "E";

"**Distributions**", with respect to any Person, means:

1. the payment or declaration of any dividend or the making of any distribution of any kind or character (whether in cash or property but expressly excluding any such distribution by way of the payment of dividends by the issuance of common stock) in respect of any class of the Capital Stock of such Person or to the holders of any class of its Capital Stock;

2. the payment of management fees, commissions, guarantee fees and other fees to any holder of its Capital Stock; and

3. the setting aside of any funds for any of the foregoing purposes;

"**Draw Request**" means a notice substantially in the form of the one attached hereto as Schedule "B";

"**Environmental Law**" means any Applicable Law relating **(i)** to the environment or occupational health or safety and **(ii)** to the Borrower, the Guarantor or any of their respective Business Assets;

"**Event of Default**" means any of the events described in Article 16;

"**Exchange**" means the TSX Venture Exchange;

"**Facility**" means, as at any time, the aggregate amount which the Lender has agreed to make available to the Borrower pursuant to Section 2.1;

"**Fees**" refers collectively to the fees described in 4.1, 4.2 and 4.4 hereof;

"**Governmental Authority**" means Canada, the Provinces thereof, any other sovereign country and any other regional, municipal, state, provincial, local or other subdivision of any jurisdiction, and any other governmental entity of any such jurisdiction and includes any agency, department, commission, office, régie, ministry, tribunal, central bank or other Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government;

"**Guarantees**" means, with respect to any Person (the "**First Person**"), any Indebtedness of another Person (the "**Second Person**") which such First Person has guaranteed or in respect of which such First Person is liable, contingently or otherwise, including, without limitation, liable by way of agreement to purchase property or services, to provide funds for payment, to supply funds to or otherwise Invest in such Second Person, or to assure a creditor of such Second Person against loss, other than endorsements for collection or deposit in the ordinary course of business. Furthermore, "**Guarantee**" and "**Guaranteeing**" shall have correlative meanings;

"**Guarantor**" means 9252-5880 Québec Inc. and shall include its successors and assigns;

"**Indebtedness**" of any Person means: **(a)** all obligations of such Person for borrowed money, including obligations for borrowed money evidenced by bonds, debentures, notes or similar instruments, **(b)** all obligations of such Person, contingent or otherwise, relative to the face amount of all letters of credit, whether or not drawn, and banker's acceptances issued for the account of such Person, **(c)** all capitalized lease liabilities and purchase money obligations of such Person, **(d)** net hedging obligations of such Person, **(e)** all obligations of such Person to pay the deferred purchase price of property or services to the extent such obligations bear interest (excluding trade accounts payable in the ordinary course of business), and **(f)** all contingent liabilities of such Person in respect of any of the foregoing;

"**Insolvency Event**" means the occurrence of any of the following events:

3. the Borrower or the Guarantor applies for, consents to, or acquiesces in the appointment of a receiver, receiver and manager, statutory manager, trustee or similar official for all or substantially all of its assets; or

4. the Borrower or the Guarantor is declared to be insolvent in a final judgment or admits in writing that it is unable to pay its debts generally when they fall due; or

5. the Borrower or the Guarantor takes any steps to obtain or is granted protection from its creditors, under any Applicable Law; or

6. **(a)** the commencement of an involuntary proceeding against the Borrower or the Guarantor **(i)** seeking bankruptcy, liquidation, reorganization, dissolution, winding up, a composition or arrangement with creditors, a readjustment of debts, or other relief with respect to it or its debts under any bankruptcy laws or other customary insolvency actions or **(ii)** seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets, the issuance of a writ of attachment, execution, or similar process, or like relief, and such involuntary proceeding shall remain undismissed and unstayed for a period of 30 days, **(b)** an order for relief is entered against the Borrower or the Guarantor under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or any other present or future federal bankruptcy or insolvency Laws of Canada, **(c)** filing by the Borrower or the Guarantor of an answer admitting the material allegations of a petition filed against it in any involuntary proceeding commenced against it, or **(d)** consent by the Borrower or the Guarantor to any relief referred to in this paragraph or to the appointment of or taking possession by any such official in any involuntary proceeding commenced against it; or

7. anything analogous or having a substantially similar effect to any of the events specified above happens under the Law of any applicable jurisdiction, including, without limitation, the Borrower or the Guarantor taking steps towards filing any plan of arrangement proceeding seeking to restructure its Indebtedness;

"**Investment**" means any loan, advance (other than commission, travel and similar advances to officers and employees made in the ordinary course of business), extension of credit (other than accounts receivable arising in the ordinary course of business) or contribution of capital to any other Person or any acquisition of Capital Stock, deposit accounts, certificates of deposit, mutual funds, bonds, notes, debentures or other securities of any other Person or any structured notes, and "**Investing**" and "**Invested**" shall have correlative meanings;

"**Law**" means any international treaty or any federal, provincial, territorial, state, municipal, county or local statute, law, ordinance, code, rule, regulation or order (including any consent, decree or administrative order) or any directive, guideline or policy of any Governmental Authority;

"**Lender**" means Mercury Financing Corp. and shall include its successors and assigns;

"**Libor**" means on any day, a rate equal to the 3-month Canadian Libor rate, as quoted on http://www.global-rates.com/interest-rates/libor/canadian-dollar/canadian-dollar.aspx as of 9:00 a.m., Montréal time, on such day;

"**Lien**" means any interest in property securing an obligation owed to, or a claim by, a Person other than the owner (which for the purposes hereof shall include a possessor under a title retention agreement and a lessee under a capital lease) including by way of mortgage, pledge, charge, lien, assignment by way of security, hypothecation, security interest, conditional sale agreement, deposit arrangement, deemed trust, title retention, capital lease, factoring or securitization arrangement;

"**Litigation**" means any grievance, litigation, legal action, lawsuit or other proceeding (whether civil, administrative, quasi-criminal or criminal) before any Governmental Authority or arbitrator;

"**Loan**" means, the Term Loan, together with any other amount in principal, interest, fees and accessories and interest on arrears of interest, fees and accessories, in each case, due and payable to the Lender by the Borrower;

"**Loan Documents**" refers collectively to this Agreement and each document, instrument or agreement entered into by or between the Borrower or the Guarantor and the Lender in connection with the transactions contemplated herein or therein or which is supplemental hereto or thereto, and "**Loan Document**" refers to any one thereof;

"**Material Adverse Effect**" means a material adverse effect upon **(i)** the business, financial condition, operations or properties of the Borrower, taken as a whole on an unconsolidated basis, **(ii)** the rights and remedies of the Lender under this Agreement or the other Loan Documents, or **(iii)** the ability of the Borrower to perform its obligations under this Agreement or to implement the Project;

"**Milestones**" refers collectively to the milestones described in Schedule "G" hereof;

"**Net Cash Proceeds**" means with respect to any issue of Capital Stock by a Person or any incurrence of additional Indebtedness of such Person by way of debt instruments, the aggregate cash consideration received from time to time (whether as initial consideration or through payment or disposition of deferred consideration) by or on behalf of such Person in connection with such issuance or incurrence, as the case may be, after deducting therefrom only (without duplication) reasonable and customary brokerage commissions, underwriting fees and discounts, legal, accounting and other professional fees and expenses, closing costs, finder's fees, expenses and other similar fees and commissions;

"**Obligations**" means the obligations of the Borrower under this Agreement and any other Loan Document including, without limitation, the obligation of the Borrower to repay the Loans in principal, interest, fees and accessories and interest on arrears of interest, fees and accessories upon the terms and conditions provided for hereunder and under the other Loan Documents;

"**Parties**" refers collectively to the Borrower, the Guarantor and the Lender;

"**Permitted Liens**" means any Liens in respect of the Business Assets of the Borrower or of the Guarantor constituted by the following:

1. inchoate or statutory liens for taxes not at the time overdue;

2. inchoate or statutory liens for overdue taxes or utilities, the validity of which is being contested in good faith but only for so long as such contestation effectively postpones enforcement of any such liens or taxes;

3. security given to a public utility or any Governmental Authority when required in the ordinary course of business;

4. any reservations or exceptions contained in the original grants of land and the terms of any claim, concession or lease in respect of any real property of the Borrower or of the Guarantor;

5. minor discrepancies in the legal description of the mining properties of the Borrower or of the Guarantor, or any adjoining real property which would be disclosed in an up-to-date survey and any registered easements and registered restrictions or covenants that run with ,the land which do not materially detract from the value of, or materially impair the use of, or affect the right to transfer, such mining properties;

6. rights of way for or reservations or rights of others for, sewers, water lines, gas lines, electric lines, telegraph and telephone lines, and other similar utilities, or zoning by-laws, ordinances or other restrictions as to the use of real property, which do not in the aggregate materially detract from the value of or affect the right to transfer the mining properties of the Borrower or impair their use; and

7. the following royalties which exist on the Project:

   (i) 1.5% net smelter returns royalty in favour of the *Fonds Minier du Saguenay-Lac-St-Jean* ("FMSLSL") on 12 mining claims forming part of the Project, which can be purchased at any time by the Borrower for CDN$1,500,000;

   (ii) 0.5% net smelter returns royalty in favour of the FMSLSL, on an area of interest covering 2 kilometers around the 12 mining claims mentioned in (i) above, which can be purchased at any time by the Borrower for CDN$500,000; and

   (iii) 0.75% net smelter returns royalty in favour of Mr. James L. Dierzen on 4 mining claims forming part of the Project, which can be purchased at any time by the Borrower for CDN$500,000.

"**Person**" means any individual, corporation, company, limited liability company, estate, limited or general partnership, trust, joint venture, other legal entity, unincorporated association or Governmental Authority;

"**Production Fee**" has the meaning ascribe thereto in subsection 4.4.1;

"**Project**" means Lac-à-Paul phosphate project of the Borrower located approximately 250 km north of the Saguenay-Lac St-Jean area, province of Québec, and known as the Lac-à-Paul property and the Mirepoix property;

"**Project Mining Claims**" means the 528 mining claims relating to the Project, including the 498 mining claims relating to the Lac-à-Paul Property and the 30 mining claims relating to the Mirepoix property

"**Reduction Notice**" means a notice, substantially in the form of the one attached hereto as Schedule "C";

"**Repayment Notice**" means a notice, substantially in the form of the one attached hereto as Schedule "D";

"**Sale and Leaseback Transaction**" with respect to any Person, means any transaction or series of transactions whereby such Person sells, transfers or otherwise disposes of any of its properties and assets to another Person and within one (1) year of such sale, transfer or other disposition such Person leases or rents, as lessee, the same property under a lease, the term of which (including the initial term and any period for which the lease may be renewed or extended) exceeds two (2) years;

"**Subsidiary**" of any Person means any Person **(i)** which is Controlled, directly or indirectly by such first Person or **(ii)** a majority of whose voting Capital Stock, on a fully diluted basis, is owned directly or indirectly, beneficially or otherwise, by such first Person. A Person shall be deemed to be a Subsidiary of another Person if it is a Subsidiary of a Person that is that other's Subsidiary;

"**Taxes**" means all taxes of any kind or nature whatsoever including federal large corporation taxes, provincial capital taxes, realty taxes (including utility charges which are collectible like realty taxes), business taxes, property transfer taxes, income taxes, sales taxes, levies, stamp taxes, royalties, duties, and all fees, deductions, compulsory loans and withholdings imposed, levied, collected, withheld or assessed as of the Closing Date or at any time in the future, by any Governmental Authority having power to tax, together with penalties, fines, additions to tax and interest thereon, and "**Tax**" shall have a correlative meaning;

"**Term Loan**" means, as at any time, the aggregate of the principal amount of Advances then outstanding hereunder;

"**Term Period**" means the period commencing on the Closing Date and terminating on the earlier of:

1. December 31, 2015; and
2. the date that the Facility is terminated and cancelled in its entirety as herein contemplated;

"**Warrants**" has the meaning ascribed thereto in Section 4.3.

SCHEDULE "B"

DRAW REQUEST

Date: ________________

MERCURY FINANCING CORP.
AS LENDER
2F Landmark Square
64 Earth Close
Seven Mile Beach, Grand Cayman
Cayman Islands

Ladies and Gentlemen:

We refer you to the credit agreement dated as of August 21, 2012 entered into between Arianne Resources Inc., as Borrower, 9252-5880 Québec Inc., as Guarantor, and Mercury Financing Corp., as Lender (as amended, supplemented, restated, replaced or otherwise modified from time to time, the "**Credit Agreement**").

Unless otherwise defined herein or unless there is something in the subject or the context inconsistent therewith, all capitalized terms and expressions used herein shall have the same meaning as that ascribed to them from time to time in the Credit Agreement.

Pursuant to Section 2.4 of the Credit Agreement we hereby request an Advance under the Facility, as indicated below.

For that purpose, we represent and warrant that, to our knowledge, each and every one of the representations and warranties made under the Credit Agreement are true and correct in all material respects on the date of this Draw Request.

We further represent and warrant that (**i**) no Default or Event of Default has occurred and is continuing as of the date of this Draw Request which has not been disclosed to the Lender and (**ii**) the principal amount requested to be advanced is made in accordance with the Disbursement Schedule.

Borrowing Date: ______________________________

Amount: **Note 1** ______________________________

Interest: **Note 2** ______________________________

[INTENTIONALLY LEFT BLANK]

Yours truly,

ARIANNE RESOURCES INC.

Per:______________________________________

Per:______________________________________

1. Insert amount in Canadian Dollars.
2. Insert amount of current Libor.

SCHEDULE "C"

REDUCTION NOTICE

Date: ______________

MERCURY FINANCING CORP.
AS LENDER
2F Landmark Square
64 Earth Close
Seven Mile Beach, Grand Cayman
Cayman Islands

Ladies and Gentlemen:

We refer you to the credit agreement dated as of August 21, 2012 entered into between Arianne Resources Inc., as Borrower, 9252-5880 Québec Inc., as Guarantor, and Mercury Financing Corp., as Lender (as amended, supplemented, restated, replaced or otherwise modified from time to time, the "**Credit Agreement**").

Unless otherwise defined herein or unless there is something in the subject or the context inconsistent therewith, all capitalized terms and expressions used herein shall have the same meaning as that ascribed to them from time to time in the Credit Agreement.

Pursuant to the provisions of Section 2.5 of the Credit Agreement, we hereby notify you that we wish to reduce as of ______________, the Facility by an amount of CDN$______________ such that thereafter the Facility shall be for an amount of CDN$______________.

Yours truly,

ARIANNE RESOURCES INC.

Per:______________________________

Per:______________________________

SCHEDULE "D"

REPAYMENT NOTICE

Date: ________________

MERCURY FINANCING CORP.
AS LENDER
2F Landmark Square
64 Earth Close
Seven Mile Beach, Grand Cayman
Cayman Islands

Ladies and Gentlemen:

We refer you to the credit agreement dated as of August 21, 2012 entered into between Arianne Resources Inc., as Borrower, 9252-5880 Québec Inc., as Guarantor, and Mercury Financing Corp., as Lender (as amended, supplemented, restated, replaced or otherwise modified from time to time, the "**Credit Agreement**").

Unless otherwise defined herein or unless there is something in the subject or the context inconsistent therewith, all capitalized terms and expressions used herein shall have the same meaning as that ascribed to them from time to time in the Credit Agreement.

Pursuant to the provisions of Section 2.4 of the Credit Agreement, we hereby notify you that on **Note 1**, we shall repay an amount of CDN$ **Note 2** of the Loan

Yours truly,

Note 3

Per: ______________________________

Per: ______________________________

Notes:

1. Specify the date of repayment.
2. The Borrower may voluntarily repay the whole or any part of the Loans, as the case may be, by issuing a Repayment Notice to the Lender. Any such repayment shall be for a minimum amount of [redacted] [Amount] and in multiples of [redacted] [Amount].
3. Any Repayment Notice shall be delivered to the Lender at the latest three (3) Business Days prior to the date of the relevant repayment. Once delivered, a Repayment Notice may not be revoked or withdrawn by the Borrower.

SCHEDULE "E"

DISBURSEMENT SCHEDULE

[Redacted]

SCHEDULE "G"

<u>MILESTONES</u>

[Redacted]

SCHEDULE "H"

BUDGET AND CASH-FLOW SCHEDULE

[Redacted - Budget and Cash Flow Summary From July 2012 to December 2013]