INVESTOR RIGHTS AGREEMENT

AGNICO EAGLE MINES LIMITED

- and -

RUPERT RESOURCES LTD.

February 11, 2020

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<u>**INVESTOR RIGHTS AGREEMENT**</u>

THIS AGREEMENT made the 11th day of February, 2020,

B E T W E E N:

AGNICO EAGLE MINES LIMITED,
a corporation existing under the *Business Corporations Act* (Ontario),

(hereinafter referred to as the "**Investor**"),

- and -

RUPERT RESOURCES LTD.,
a corporation existing under the *Business Corporations Act* (British Columbia),

(hereinafter referred to as the "**Company**").

WHEREAS the Company and the Investor have entered into a subscription agreement dated February 10, 2020 (the "**Subscription Agreement**") pursuant to which the Company has agreed to issue, and the Investor has agreed to purchase, 15,391,605 units in the capital of the Company ("**Units**");

AND WHEREAS each Unit will be comprised of one Common Share (as defined below) and 0.75 of a common share purchase warrant ("**Warrants**"), which will entitle the Investor to purchase, for a period of three years from the date of issue, one Common Share per whole Warrant at an exercise price of $1.00 per Common Share;

AND WHEREAS following the acquisition of the Units, the investor will own approximately 15,391,605 Common Shares and 11,543,703 Warrants, representing approximately 9.9% of the issued and outstanding Common Shares on a non-diluted basis and 16.1% of the issued and outstanding Common Shares on a partially-diluted basis;

AND WHEREAS in consideration of the Investor's agreement to complete the subscription pursuant to the Subscription Agreement, the Company has agreed to grant certain rights set out herein to the Investor, on the terms and subject to the conditions set out herein;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements of the parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Defined Terms

For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

"**Acceptance**" shall have the meaning set out in Section 6.3(b);

"**Act**" means the *Business Corporations Act* (British Columbia);

"**Additional Property Rights**" means all rights, other than mining licences, exploration licences, claims and reservations for exploration, in respect of a mining project, including any environmental permits, surface rights, water rights and other rights relating to minerals or to access minerals, and other forms of mineral title, under Applicable Laws, whether contractual, statutory or otherwise;

"**Affiliate**" has the meaning ascribed to such term in the Act, as in effect on the date of this Agreement;

"**Applicable Laws**" means with respect to any person, any domestic, foreign, federal, provincial, state, county or municipal or local law, rule or regulation, including any statute, regulation, rule or subordinate legislation or treaty or common law and any rule, decree, policy or enactment of any Governmental Authority that is binding or applicable to such Person;

"**Board**" means the board of directors of the Company;

"**Bought Deal**" means a fully underwritten offering on a bought deal basis pursuant to which an underwriter has committed to purchase securities of the Company pursuant to a "bought deal" letter prior to the filing of a preliminary prospectus or prospectus supplement or a distribution pursuant to an overnight marketed offering;

"**Business Day**" means any day, other than: (a) a Saturday, Sunday or statutory holiday in the Province of Ontario or the Province of British Columbia; or (b) a day on which banks are generally closed in the Province of Ontario or the Province of British Columbia;

"**Canadian Securities Laws**" means the applicable securities legislation of each of the provinces and territories of Canada and all published regulations, policy statements, orders, rules, instruments, rulings and interpretation notes issued thereunder or in relation thereto, as the same may hereafter be amended from time to time or replaced;

"**Common Shares**" means the common shares in the capital of the Company issued and outstanding from time to time and includes any common shares that may be issued hereafter;

"**Company**" shall have the meaning set out in the preamble hereto;

"**Company Offer**" shall have the meaning set out in Section 6.3(a);

"**Confidentiality Agreement**" means the confidentiality agreement dated as of May 14, 2018 and amended on February 10, 2020, between the Company and the Investor, as further amended varied or supplemented from time to time;

"**Consents**" means all consents, approvals, permits, licences, waivers of rights of first refusal or waivers of due on sale clauses or other waivers, as applicable, from any party to any contract or any Governmental Authority, in each case, necessary in connection with the execution of this Agreement or the performance of any terms hereof or any document delivered pursuant hereto or the completion of any of the transactions contemplated by this Agreement;

"**Constating Documents**" means, with respect to any Person, its articles or certificate of incorporation, amendment, amalgamation or continuance, memorandum and articles of association, letters patent, supplementary letters patent, by-laws, partnership agreement, limited liability corporation or social agreement or other similar document, and all unanimous shareholder agreements, other shareholder agreements, voting trusts, pooling and/or syndicated agreements and similar contracts, arrangements and understandings applicable to the Person's securities, all as amended, supplemented, restated and replaced from time to time;

"**Convertible Securities**" means any security convertible, exchangeable or exercisable for or into, with or without consideration, Common Shares or other equity or voting securities of the Company, including any warrants, options or other rights issued by the Company and, for greater certainty, including any securities issued under any equity incentive compensation arrangements;

"**Dilutive Issuance**" shall have the meaning set out in Section 3.3(a)(i);

"**Exchange**" means the TSXV or such other stock exchange where the Common Shares are listed from time to time;

"**Excluded Event**" shall have the meaning set out in Section 3.6;

"**Exercise Notice**" shall have the meaning set out in Section 3.4(a);

"**Existing Convertible Securities**" means Convertible Securities issued prior to, and outstanding, as of the date hereof;

"**Governmental Authority**" means any: (a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, ministry, central bank, court, tribunal, arbitral body, bureau or agency, domestic or foreign; (b) subdivision, agent, commission, board, or authority of any of the foregoing; or (c) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, including any stock exchange or self-regulatory authority and, for greater certainty, the Securities Regulatory Authorities and the Exchange;

"**Indemnified Party**" shall have the meaning set out in Section 7.4(d)(vi);

"**Investor**" shall have the meaning set out in the preamble hereto;

"**Investor Nominee**" shall have the meaning set out in Section 2.1(a);

"**Issuance**" shall have the meaning set out in Section 3.1;

"**Losses**" shall have the meaning set out in Section 7.4(d)(vi);

"**Market Price**" means the "market price" of the Common Shares calculated as of the "price reservation date" for such offering, as determined pursuant to Policy 1.1 and Policy 4.1 of the TSXV, respectively, or if the Common Shares are not traded on the TSXV at the relevant time, the closing price of the Common Shares on the trading day immediately prior to the date of public announcement of the offering on such other exchange or marketplace as such shares are then traded (or at the "market price" otherwise determined pursuant to the rules of such other exchange or marketplace, if different);

"**Notice Period**" shall have the meaning set out in Section 3.4(a);

"**Offered Interest**" shall have the meaning set out in Section 6.3(a);

"**Offered Securities**" means any equity or voting securities, or securities convertible into, exercisable or exchangeable for equity or voting securities, of the Company;

"**Offering**" shall have the meaning set out in Section 3.1;

"**Offering Notice**" shall have the meaning set out in Section 3.1;

"**Ownership Percentage**" shall have the meaning set out in Section 2.1(a);

"**Participation Right**" shall have the meaning set out in Section 3.2;

"**Permitted Offer**" means a *bona fide* offer from a Third Party that meets each of the following conditions: (a) it is in writing and has been executed and delivered to the Company by the Third Party and is capable of acceptance by the Company; (b) it is non-transferable and shall not be subject to conditions other than conditions that are customary for similar transactions; and (c) the conditions of the offer may not include any requirement to purchase assets or assume any obligations or liabilities that are not directly related to the interest in the Projects that is proposed to be acquired from the Company;

"**Person**" means any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, company, corporation or other body corporate, union, Governmental Authority and a natural person in his capacity as trustee, executor, administrator, or other legal representative;

"**Projects**" means all mining interests in Finland, wholly or partially owned from time to time, directly or indirectly, by the Company, including all mining licences, exploration licences, claims and reservations for exploration, together with any Additional Property Rights relating to any of the foregoing (which shall include, for greater certainty, all of the mining interests set out in Schedule A hereto);

"**Reporting Jurisdictions**" means British Columbia, Alberta, Ontario and Newfoundland and Labrador;

"**ROFR Notice**" shall have the meaning set out in Section 6.3(a);

"**Securities Regulatory Authorities**" means the securities regulatory authority of each of the Reporting Jurisdictions and any Exchange;

"**Subscription Agreement**" shall have the meaning set out in the recitals;

"**Surrender**" shall have the meaning set out in Section 6.2;

"**Technical Assistance**" shall have the meaning set out in Section 7.4(d);

"**Technical Committee**" shall have the meaning set out in Section 7.4(a);

"**Third Party**" means, in relation to any party, a person with whom such party deals at "arm's length", as such term is understood for the purposes of the *Income Tax Act* (Canada);

"**Third Party Participation Right**" shall have the meaning set out in Section 4.1(f);

"**Top-up Notice**" shall have the meaning set out in Section 3.3(b);

"**Top-up Offering**" shall have the meaning set out in Section 3.3(c);

"**Top-up Right**" shall have the meaning set out in Section 3.3(a)(i);

"**Top-up Shares**" shall have the meaning set out in Section 3.3(a)(i);

"**Top-up Threshold**" shall have the meaning set out in Section 3.3(a)(ii);

"**Transfer**" includes any direct or indirect transfer, sale, option, joint venture, earn-in, exchange, assignment, endorsement, gift, bequest, disposition, mortgage, charge, pledge, encumbrance, grant of security interest or any arrangement by which possession, legal title or beneficial ownership passes from one Person to another, or to the same Person in a different capacity, in each case, whether or not voluntary and whether or not for value, and any agreement to effect any of the foregoing; and the words "Transferred" and "Transferring" and similar words have corresponding meanings;

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

"**Units**" shall have the meaning set out in the recitals hereto;

"**Warrants**" shall have the meaning set out in the recitals hereto;

"**Upsize Notice**" shall have the meaning set out in Section 3.4(b); and

"**Upsize Option**" shall have the meaning set out in Section 3.4(b).

1.2 Rules of Construction

Except as may be otherwise specifically provided in this Agreement and unless the context otherwise requires, in this Agreement:

(a) the terms "Agreement", "this Agreement", "hereto", "hereof", "herein", "hereby", "hereunder" and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof;

(b) references to an “Article”, “Section” or “Schedule” followed by a number or letter refer to the specified Article, Section or Schedule to this Agreement;

(c) the division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;

(d) words importing the singular number only shall include the plural and *vice versa* and words importing the use of any gender shall include all genders;

(e) the word “including” is deemed to mean “including without limitation”;

(f) the terms “party” and “the parties” refer to a party or the parties to this Agreement;

(g) any reference to this Agreement means this Agreement as amended, modified, replaced or supplemented from time to time;

(h) any reference to a statute, regulation or rule shall be construed to be a reference thereto as the same may from time to time be amended, re-enacted or replaced, and any reference to a statute shall include any regulations or rules made thereunder;

(i) all dollar amounts refer to Canadian dollars;

(j) any time period within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and

(k) whenever any action is required to be taken or period of time is to expire on a day other than a Business Day, such action shall be taken or period shall expire on the next following Business Day.

1.3 Entire Agreement

This Agreement, the Confidentiality Agreement, the Subscription Agreement and the certificates representing the Warrants constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior agreements, understandings, negotiations and discussions, whether written or oral, between the parties. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided in the aforesaid agreements.

1.4 Time of Essence

Time shall be of the essence of this Agreement.

1.5 Governing Law and Submission to Jurisdiction

(a) This Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable in that province.

(b) Each of the parties irrevocably and unconditionally: (i) submits to the non-exclusive jurisdiction of the courts of the Province of Ontario over any action or proceeding arising out of or relating to this Agreement; (ii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts; and (iii) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.

1.6 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

ARTICLE 2
BOARD OF DIRECTORS

2.1 Nomination Right

(a) For so long as the Investor owns or exercises control or direction over a number of Common Shares representing at least 5% of the issued and outstanding Common Shares on a non-diluted basis (the "**Ownership Percentage**"), the Investor shall be entitled to designate one nominee who shall be a Person eligible to serve as a director pursuant to the Act (an "**Investor Nominee**") for election or appointment to the Board, and, if the size of the Board is increased to eight or more directors, the Investor shall be entitled to designate an additional Investor Nominee for election or appointment to the Board.

(b) The Company covenants and agrees, upon 10 Business Days' written notice by the Investor to the Company, to forthwith take all necessary steps, including increasing the size of the Board or causing the resignation of a director, to cause the appointment of an individual selected by the Investor to serve on the Board as the initial Investor Nominee until the next annual meeting of the Company's shareholders, and in the event that it is necessary to seek shareholder approval for the election of the initial Investor Nominee, the Company shall call and hold a meeting of its shareholders to consider the election of the Investor Nominee as soon as reasonably practicable, and in any event such meeting shall be held within 75 days of the Company receiving such written notice from the Investor.

(c) The Company shall advise the Investor of the date on which proxy solicitation materials are to be mailed for the purpose of any meeting of shareholders at which directors of the Company are to be elected at least 10 Business Days prior to such mailing date and the Investor shall advise the Company of its Investor Nominee(s), if any, at least five Business Days prior to the mailing date. If the Investor does not advise the Company of the identity of any Investor Nominee prior to any such deadline, then the Investor will be deemed to have nominated its incumbent nominee.

(d) In the event that any Investor Nominee shall cease to serve as a director of the Company, whether due to such Investor Nominee's death, disability, resignation or removal, the Company shall cause the Board to promptly appoint a replacement Investor Nominee designated by the Investor to fill the vacancy created by such death, disability, resignation or removal, provided that the Investor remains eligible to designate an Investor Nominee.

2.2 Management to Endorse and Vote

(a) The Company shall use commercially reasonable efforts to ensure that the Investor Nominee(s) are elected to the Board, including soliciting proxies in support of their election and taking the same actions taken by the Company to ensure the election of the other nominees selected by the Board for election to the Board; provided, however, that the Company shall have no obligation to hire any third party solicitation agent.

(b) The Company agrees that management of the Company shall, in respect of every meeting of the shareholders at which directors of the Company are to be elected, and at every reconvened meeting following an adjournment thereof or postponement thereof, endorse and recommend the Investor Nominee(s) identified in the proxy materials for election to the Board, and shall vote the Common Shares and any other shares of the Company entitled to vote in the election of directors in respect of which management is granted a discretionary proxy in favour of the election of such Investor Nominee(s) to the Board at every such meeting, and the Company shall use its commercially reasonable efforts to cause management to vote their Common Shares and any other shares of the Company entitled to vote in the election of directors in favour of the election of such Investor Nominee(s) to the Board at every such meeting.

(c) Forthwith following any meeting of shareholders at which an Investor Nominee was nominated to serve as a director but was not validly elected by the shareholders in accordance with the Act, the Company shall take all steps necessary to appoint an Investor Nominee to the Board who is not the same individual who was not elected at the meeting of shareholders including pursuant to the power of the Board to appoint additional directors between shareholders' meetings or to fill a vacancy on the Board.

2.3 Directors' Liability Insurance

An Investor Nominee shall be entitled to the benefit of any directors' liability insurance and indemnity to which other directors of the Company are entitled.

2.4 Director Compensation

An Investor Nominee shall be entitled to receive the same compensation, options, or other equity awards, as such awards may be granted to any other director from time-to-time by the Company as compensation for services rendered as a member of the Board.

ARTICLE 3
PARTICIPATION RIGHT

3.1 Notice of Issuances

For so long as the Investor's Ownership Percentage is at least 5%, if the Company proposes to issue (the "**Issuance**") any Offered Securities pursuant to a public offering, a private placement or otherwise (but excluding any issuances of Common Shares in respect of which the Top-up Right would be applicable) (each, an "**Offering**") at any time after the date hereof, the Company shall, as soon as possible after the public announcement of the Offering, but in any event not later than: (i) the date on which the Company files a preliminary prospectus, registration statement or other offering document in connection with an Issuance that constitutes a public offering of Offered Securities; and (ii) seven Business Days prior to the expected completion date of the Issuance, give written notice of the Issuance (the "**Offering Notice**") to the Investor including, to the extent known by the Company, full particulars of the Offering, including the number of Offered Securities, the rights, privileges, restrictions, terms and conditions of the Offered Securities, the price per Offered Security to be issued under the Offering, the expected use of proceeds of the Offering and the expected closing date of the Offering. The Offering Notice shall also include copies of any investor presentation, prospectus or offering memorandum or similar disclosure document, subscription agreement and other materials delivered by or proposed to be delivered by the Company (or by any agent or investment dealer acting on behalf of the Company) to potential subscribers under the Offering.

3.2 Grant of Participation Right

The Company agrees that, for as long as the Investor's Ownership Percentage is at least 5%, the Investor (directly or through an Affiliate) has the right (the "**Participation Right**") to subscribe for and to be issued as part of an Offering at the subscription price per Offered Security pursuant to the Offering and otherwise on substantially the terms and conditions of the Offering (provided that, if the Investor is prohibited by Canadian Securities Laws or other Applicable Laws or the rules of any stock exchange from participating on substantially the terms and conditions of the Offering, the Company shall use commercially reasonable efforts to enable the Investor to participate on terms and conditions that are as substantially similar as circumstances permit):

(a) in the case of an Offering of Common Shares, up to such number of Common Shares that will allow the Investor to maintain or acquire, as applicable, up to the greater of: (i) an Ownership Percentage that is the same as the Ownership Percentage that the Investor had immediately prior to completion of such Offering; or (ii) an Ownership Percentage equal to (A) in the event the Investor has not exercised all of the Warrants, 9.9%, or (B) in the event the Investor has exercised all of the Warrants, 16.1%, in each case, after giving effect to such Offering; and

(b) in the case of an Offering of Offered Securities (other than Common Shares), up to such number of Offered Securities that will (after giving effect to the Offering and assuming, for all purposes of this Section 3.2(b), the conversion, exercise or exchange of all of the convertible, exercisable or exchangeable Offered Securities issued in connection with the Offering and issuable pursuant to this Section 3.2) allow the Investor to maintain or acquire, as applicable, up to the greater of: (i) an Ownership Percentage that is the same as the Ownership Percentage that the Investor had immediately prior to completion of such Offering; or (ii) an Ownership Percentage equal to (A) in the event the Investor has not exercised all of the Warrants, 9.9%, or (B) in the event the Investor has exercised all of the Warrants, 16.1%, in each case, after giving effect to such Offering.

3.3 Top-up Offering

(a) Without limiting Section 3.2, for so long as the Investor's Ownership Percentage is at least 5%, the Company agrees that, subject to the terms of this Section 3.3:

(i) the Investor (directly or through an Affiliate) has the right (the "**Top-up Right**") to subscribe for and to be issued in connection with the issuance of Common Shares on the conversion, exercise or exchange of Convertible

Securities (a "**Dilutive Issuance**") up to such number of Common Shares that will allow the Investor to maintain or acquire, as applicable, up to the greater of: (i) an Ownership Percentage that is the same as Ownership Percentage that the Investor would have had but for the Dilutive Issuance referenced in the Top-Up Notice; or (ii) an Ownership Percentage equal to (A) in the event the Investor has not exercised all of the Warrants, 9.9%, or (B) in the event the Investor has exercised all of the Warrants, 16.1%, in each case after giving effect to such Dilutive Issuance (the "**Top-up Shares**"); and

(ii) the Top-up Right shall be exercisable from time to time following Dilutive Issuances that result in the reduction of the Investor's Ownership Percentage by 1.0%, in the aggregate (the "**Top-up Threshold**"). The Top-up Threshold shall be calculated by aggregating all Dilutive Issuances that occurred in each case from the later of (A) the date of this Agreement, (B) the date of the last Top-up Notice or (C) the date of completion of the last Top-up Offering.

(b) Subject to Section 3.3(d), within 10 Business Days of the end of each fiscal quarter during which one or more Dilutive Issuances occurred resulting in the Top-up Threshold being achieved, the Company shall deliver a written notice (a "**Top-up Notice**") to the Investor containing the number of Existing Convertible Securities converted, exercised or exchanged into Common Shares, and the total number of issued and outstanding Common Shares following such Dilutive Issuances and any other conversions, exercises and exchanges of Convertible Securities, in each case from the later of (A) the date of this Agreement, (B) the date of the last Top-up Notice or (C) the date of completion of the last Top-up Offering.

(c) If the Investor delivers an Exercise Notice in accordance with Section 3.4, the Company shall in accordance with the provisions of this Article 3, promptly, and in any event within 30 days of the date on which the relevant Top-up Notice was delivered, complete an offering to the Investor of the number of Top-up Shares the Investor wishes to subscribe for pursuant to the Top-up Right, as specified in the Exercise Notice, at an offering price per Top-up Share equal to the Market Price of the Common Shares on or after the date the Top-up Notice was delivered to the Investor (each, a "**Top-up Offering**"). For greater certainty, each Top-up Offering will be an offering of Common Shares.

(d) Notwithstanding Section 3.3(a), 3.3(b) or 3.3(c), if a Top-up Threshold is achieved in, or is determined by the Company, acting reasonably, to be likely to occur prior to the end of, a fiscal quarter prior to setting the record date for any meeting of shareholders, the Company shall deliver a Top-up Notice to the Investor and, if the Investor delivers an Exercise Notice in accordance with Section 3.4 in response to a Top-up Notice delivered pursuant to this Section 3.3(d), the Company shall in accordance with the provisions of this Article 3, promptly, and in any event prior to declaring the record date for such shareholder meeting, complete a Top-up Offering to the Investor.

3.4 <u>Exercise Notice</u>

(a) If the Investor wishes to exercise the Participation Right or the Top-up Right, the Investor shall give written notice to the Company (the "**Exercise Notice**") of its intention to exercise such right and of the number of Offered Securities or Top-up Shares the Investor wishes to subscribe for and purchase pursuant to the Participation Right or the Top-up Right, as applicable. The Investor shall deliver an Exercise Notice to subscribe to the Offering or issuance of Top-up Shares, within five Business Days after the date of receipt of an Offering Notice, Top-up Notice or Upsize Notice, as applicable, or in the case of a public offering that is a Bought Deal, within three Business Days of receipt of an Offering Notice or Upsize Notice (the "**Notice Period**"), failing which the Investor will not be entitled to exercise the Participation Right or the Top-up Right in respect of such Offering, Issuance or issuance of Top-up Shares.

(b) If the Company at any time proposes to increase the number of any Offered Securities to be issued in an Offering it shall, by notice in writing delivered to the Investor (the "**Upsize Notice**"), give the Investor the option to subscribe for its *pro rata* share of the additional Offered Securities (the "**Upsize Option**"). The Investor shall be entitled to exercise the Upsize Option by delivering a new Exercise Notice to the Company. If no new Exercise Notice is delivered by the Investor to the Company within one Business Day of receipt by the Investor of the Upsize Notice, the Exercise Notice of the Investor delivered in respect of the original Offering Notice shall continue in full force and effect.

3.5 <u>Issuance of Offered Securities and Top-up Shares</u>

(a) If the Company receives an Exercise Notice from the Investor within the Notice Period, then the Company shall, subject to:

(i) the receipt and continued effectiveness of all required approvals (including the approval(s) of the Exchange and any required approvals under Canadian Securities Laws and any shareholder approval required under Applicable Laws), which approvals the Company shall use all commercially reasonable efforts to promptly obtain (including by applying for any necessary price protection confirmations, seeking shareholder approval (if required) in the manner described below, and using its commercially reasonable efforts to cause management and each member of the Board to vote their Common Shares and any shares of the Company entitled to vote in the matter and all votes received by proxy in favour of the issuance of the Offered Securities or the Top-up Shares, as applicable, to the Investor); and

(ii) the completion of the relevant Offering, if applicable,

issue to the Investor or its nominee, against payment of the subscription price payable in respect thereof, that number of Offered Securities or Top-Up Shares, as applicable, set out in the Exercise Notice.

(b) If the Company is required by the Exchange or otherwise under Applicable Laws to seek shareholder approval for the issuance of the Offered Securities or the Top-up Shares, as applicable, to the Investor or its nominee, then the Company shall: (i) call and hold a meeting of its shareholders to consider the issuance of the Offered Securities or the Top-up Shares, as applicable, to the Investor as soon as reasonably practicable, and in any event such meeting shall be held within 75 days after the date that the Company is first advised by the Exchange or other applicable Governmental Authority that it will require shareholder approval; and (ii) recommend approval of the issuance of the Offered Securities or the Top-up Shares, as applicable, to the Investor and solicit proxies in support thereof; <u>provided</u>, however, that the Company shall have no obligation to hire any third party solicitation agent.

3.6 Blackout Periods

In relation to any exercise periods for the Investor to elect to exercise the Top-Up Right to acquire the Top-up Shares, to the extent that the Investor is restricted from trading in securities of the Company under Canadian Securities Laws or other Applicable Laws, the relevant exercise period shall be extended until the second Business Day following the termination of such restriction.

3.7 Issuances Not Subject to Participation Right or Top-up Right

Notwithstanding anything to the contrary contained herein, Sections 3.1 to 3.5 will not apply to any Issuances in the following circumstances (each such Issuance pursuant to paragraphs (a) through (e) hereof being referred to as an "**Excluded Event**"):

(a) a rights offering that is open to all shareholders of the Company including the Investor;

(b) any share split, share dividend or capital reorganization of the Company or any subsidiary, provided that the beneficial shareholders of the Company or such subsidiary, as applicable, and the percentage ownership interest of each beneficial shareholder of the Company or such subsidiary, as applicable, do not change as a result thereof;

(c) an Offering of Offered Securities made only to the Investor or any of its Affiliates;

(d) Issuances completed following the date hereof for compensatory purposes to directors, officers, employees of or consultants to the Company and its Affiliates pursuant to a security compensation plan of the Company that complies with the requirements of the Exchange; or

(e) Issuances upon the conversion, exchange or exercise of any Convertible Securities issued following the date hereof in compliance with Sections 3.2 or 3.3, as applicable.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Company

The Company represents and warrants to the Investor as follows and acknowledges and agrees that the Investor is relying on such representations and warranties to enter into this Agreement:

(a) the Company is duly incorporated and organized, and is validly subsisting, under the laws of British Columbia and is up-to-date in the filing of all corporate and similar returns under the laws of that jurisdiction;

(b) the Company has all necessary corporate power and authority to enter into this Agreement and to perform its obligations hereunder;

(c) all necessary corporate action has been taken by the Company to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder;

(d) this Agreement has been duly executed and delivered by the Company and (assuming due execution and delivery by the Investor) constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms, except as that enforcement may be limited by bankruptcy, insolvency and other similar laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction;

(e) the execution and delivery of this Agreement by the Company and the performance by the Company of its obligations hereunder will not (whether after the passage of time or notice or both) conflict with, result in a violation or breach of, constitute a default or require any Consent (other than such as has already been obtained) to be obtained under, or give rise to any termination rights or payment obligation under, any provision of:

(i) to the knowledge of the Company, (A) any judgment, decree, order or award of any Governmental Authority having jurisdiction over it, or (B) any Applicable Law;

(ii) any provision of its Constating Documents or resolutions of the Board (or any committee thereof) or shareholders; or

(iii) any license or registration or any agreement, contract or commitment, written or oral which the Company is a party or subject to or bound by; and

(f) as at the date hereof, no Person has any pre-emptive right or other right to purchase any of the Common Shares or Convertible Securities of the Company in respect of any Offering (a "**Third Party Participation Right**").

4.2 Representations and Warranties of the Investor

The Investor represents and warrants to the Company as follows and acknowledges and agrees that the Company is relying on such representations and warranties to enter into this Agreement:

(a) the Investor is duly incorporated and organized, and is validly subsisting, under the laws of Ontario and is up-to-date in the filing of all corporate and similar returns under the laws of that jurisdiction;

(b) the Investor has all necessary corporate power and authority to enter into this Agreement and to perform its obligations hereunder;

(c) all necessary corporate action has been taken by the Investor to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder;

(d) this Agreement has been duly executed and delivered by the Investor and (assuming due execution and delivery by the Company) constitutes a legal, valid and binding obligation of the Investor, enforceable against it in accordance with its terms, except as that enforcement may be limited by bankruptcy, insolvency and other similar laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction; and

(e) the execution and delivery of this Agreement by the Investor and the performance by the Investor of its obligations hereunder will not (whether after the passage of time or notice or both) conflict with, result in a violation or breach of, constitute a default or require any Consent (other than such as has already been obtained) to be obtained under, or give rise to any termination rights or payment obligation under, any provision of:

(i) to the knowledge of the Investor, (A) any judgment, decree, order or award of any Governmental Authority having jurisdiction over it, or (B) any Applicable Law;

(ii) any provision of its Constating Documents or resolutions of its board of directors (or any committee thereof) or shareholders; or

(iii) any license or registration or any agreement, contract or commitment, written or oral which the Investor is a party or subject to or bound by.

ARTICLE 5
COVENANTS OF THE COMPANY

5.1 Reporting Issuer Status and Listing of Common Shares

The Company shall during the term of this Agreement use commercially reasonable efforts to:

(a) maintain the Company's status as a "reporting issuer" not in default under the Canadian Securities Laws in each of the Reporting Jurisdictions; and

(b) maintain the listing of the Common Shares on the TSXV, the Toronto Stock Exchange or another stock exchange acceptable to the Investor,

provided that these covenants shall not restrict or prevent the Company from engaging in or completing any transaction which would result in the Company ceasing to be a "reporting issuer" or the Common Shares ceasing to be listed on any of the foregoing stock exchanges so long as the holders of Common Shares receive cash or securities of an entity which is listed on any of the foregoing stock exchanges or the holders of the Common Shares have approved the transaction.

5.2 No Conflict With Shareholders' Rights Plan

The Company covenants and agrees that any shareholder rights plan or similar instrument adopted by the Company shall not restrict, limit, prohibit or conflict with the exercise by the Investor of its Participation Right or Top-up Right.

5.3 Grant of Additional Third Party Participation Rights

If the Investor's Ownership Percentage is at least 5% and the Company grants to any Person a Third Party Participation Right on terms that are more favourable to such Person than the terms of the Participation Right under Article 3 are to the Investor, the Company shall promptly, but no later than three Business Days after granting such Third Party Participation Right: (i) notify the

Investor in writing of such Third Party Participation Right; (ii) deliver a copy of the contract or agreement pursuant to which the Person has been granted or may exercise such Third Party Participation Right; and (iii) amend, at the Investor's election, the terms of this Agreement to provide the Investor with a participation right that is substantially equivalent to the Third Party Participation Right.

ARTICLE 6
RESTRICTIONS ON TRANSFER

6.1 No Transfer

For so long as the Investor's Ownership Percentage is at least 5%, the Company shall not, directly or indirectly (including through the Transfer of all or any portion of the Company's interest in any of its subsidiaries), Transfer all or any portion of an interest in the Projects that the Company owns or has the right to acquire, except pursuant to a Permitted Offer in compliance with Section 6.3.

6.2 Surrender

For so long as the Investor's Ownership Percentage is at least 5%, the Company shall, prior to a decision being made to surrender, abandon, relinquish or let lapse or expire (collectively, "**Surrender**"), any portion of the Projects or any Additional Property Rights relating thereto (the "**Surrendered Property**"), give notice of such decision to the Investor not less than 90 days prior to the effective date of such Surrender and shall offer the Investor the right acquire, at the Investor's sole discretion, all or any portion of the Surrendered Property for no consideration on an "as is where is" basis. The Company shall use commercially reasonable efforts to ensure that all or any portion of the Surrendered Property that the Investor elects to acquire pursuant to this Section 6.2 is transferred to the Investor prior to the effective date of Surrender thereof.

6.3 Right of First Refusal

(a) For so long as the Investor's Ownership Percentage is at least 5%, if the Company receives a Permitted Offer to acquire, directly or indirectly, all or any portion of the Company's direct or indirect interest in the Projects that it owns or has the right to acquire (the "**Offered Interest**"), and the Company wishes to accept the Permitted Offer, then, prior to acceptance of the Permitted Offer and any Transfer of such Offered Interest, the Company must first cause to be delivered to the Investor an offering notice (the "**ROFR Notice**"), pursuant to which the Company shall offer to sell the Offered Interest to the Investor on the same terms as set out in the Permitted Offer (the "**Company Offer**"). The ROFR Notice will state that the Company Offer is irrevocable and will include a complete copy of the Permitted Offer. The Company Offer will be irrevocable and may not be withdrawn by the Company for 45 days after delivery of the ROFR Notice (the "**Offering Period**").

(b) If the consideration described in the ROFR Notice includes, in whole or in part, any form of consideration other than cash (in either United States or Canadian currency), the ROFR Notice shall include the Company's *bona fide* estimate of the value, in cash, of such consideration. If the Investor objects as to such estimate of the cash value of the consideration, it will so advise the Company and the dispute will be submitted for determination to an independent Canadian national firm of chartered accountants mutually agreed to by the Company and the Investor (and, failing such agreement between the Company and Investor within a further period of five Business Days, such independent national firm of chartered accountants will be KPMG LLP), with such determination to be made by the applicable firm within 15 days of the initial submission of the dispute, and the Offering Period shall be suspended until such matter is resolved by settlement or determination.

(c) If, during the Offering Period, the Investor wishes to accept the Company Offer, then prior to the end of the Offering Period, the Investor must deliver written notice to the Company stating that the Investor accepts the Company Offer (an "**Acceptance**"). If the Company does not receive an Acceptance from the Investor prior to the end of the Offering Period, then the Investor will be deemed to have refused the Company Offer. If the Investor accepts the Company Offer in accordance with this Section 6.3, then the Company shall sell and transfer the Offered Interest to the Investor, and the Investor will acquire the Offered Interest on the terms and conditions specified in the ROFR Notice, as the same shall be set out in a binding agreement with respect to the Offered Interest to be entered into between the Company and the Investor, which shall include such other customary terms and conditions as the parties may agree, acting reasonably. The disposition of the Offered Interest to the Investor contemplated by this Section 6.3 will be completed on such date as the Company and the Investor may agree and, failing such agreement, on the first Business day that is 90 days following the Company's receipt of the Acceptance from the Investor. If the Investor refuses or is deemed to refuse the Company Offer, then the Company may complete the sale of the Offered Interest to the Third Party that made the Permitted Offer on the terms and conditions set out in the Permitted Offer. If the sale to such Third Party is not completed within 90 days from the end of the Offering Period, then any subsequent sale to any Person or entity may be made only if all of the requirements of this Section 6.3 are again complied with, and the right of first refusal set out in this Section 6.3 will survive and continue in full force and effect. To permit the practical application of this Section 6.3, the Offered Interest may not be Transferred by the Company as part of, or incidental to, the sale of any other assets or any other transaction.

ARTICLE 7
MISCELLANEOUS

7.1 Termination

This Agreement, other than the rights and obligations of the parties under Section 7.4, shall terminate and the rights and obligations of the parties hereunder shall cease immediately at such time as the Investor ceases to hold any Common Shares or Convertible Securities.

7.2 Determining Ownership Percentage

For the purposes of Sections 2.1, 3.1, 3.2, 3.3, 5.3, 6.1, 6.2 and 6.3, in determining whether the Investor's Ownership Percentage is at least 5%:

(a) any increase in the outstanding Common Shares of the Company arising from an Excluded Event, which, by increasing the number of Common Shares outstanding, reduces the percentage of outstanding Common Shares owned, directly or indirectly, by the Investor, shall be disregarded, and the Investor shall be deemed to own the percentage of Common Shares it would have held at such time if all such Excluded Events had not occurred; and

(b) any Common Shares issued as a result of a Dilutive Issuance shall be disregarded and the Investor shall be deemed to own the percentage of Common Shares it would have held at such time if such Dilutive Issuance had not occurred, unless and until the Company has delivered to the Investor a Top-up Notice in respect of such Dilutive Issuance and the Investor fails to exercise the Top-up Right within the applicable Notice Period, in which case, the Common Shares issued in connection with such Dilutive Issuance shall be counted.

7.3 Right to Information

Subject to the Company's obligations and restrictions under Canadian Securities Laws, during the term of this Agreement, at the request of the Investor, the Company shall provide the Investor with monthly exploration reports updating the status of the Company's work programs on the Projects and the Company's other properties, including but not limited to, reasonable access to the Company's scientific and technical data, work plans and programs, permitting information and results of operations. The Company shall not be obligated to provide a monthly exploration report if one has not been prepared for internal use. Following the delivery of each report the Company shall use commercially reasonable efforts to respond to reasonable questions and inquiries from the Investor with respect to the report and the contents thereof. The Investor agrees to treat all information provided to it pursuant to this Section 7.3 (whether disclosed in writing, orally, visually, electronically or by any other means) as Confidential Information (as such term is defined in the Confidentiality Agreement) in accordance with the terms of the Confidentiality Agreement.

7.4 Technical Assistance

(a) In order to facilitate communication between the Company and the Investor with respect to technical operating, exploration, sustainability and external relations matters, the Company shall form an advisory committee (the "**Technical Committee**"). The Technical Committee shall be composed of four individuals, with two members being appointed by each of the Company and the Investor, and its mandate shall be to provide recommendations and advice to the Company's senior management. Each member of the Technical Committee shall be referred to as a "Technical Representative". The Technical Representatives appointed by the Investor shall be referred to as the "Investor Technical Representatives" and the Technical Representatives appointed by the Company shall be referred to as the "Company Technical Representatives". The Investor may appoint or remove an Investor Technical Representative by written notice to the Company Technical Representatives and the Company may appoint or remove a Company Technical Representative by written notice to the Investor Technical Representatives. Each of the Technical Representatives may be represented by an alternate designated by such Technical Representative at any meeting of the Technical Committee. Any alternate so acting shall be deemed to be a Technical Representative. The Company and the Investor shall also be entitled to designate from time to time, subject to the consent of the other party, not to be unreasonably withheld, one or more observers to attend meetings of the Technical Committee. If the Company or the Investor wishes to designate any such observers it shall: (i) provide the other party with reasonable prior written notice of the names and positions held by such observers in advance of any meeting to be attended by such observers; and (ii) be solely responsible for distributing to such observers any materials provided to the Technical Representatives. The role of the Technical Committee shall be advisory to the management of the Company on all matters related to the Projects, including technical and financial matters. The Technical Committee will have no authority over the conduct of the operations of the Company. The recommendations and advice of the Technical Committee are subject in all instances to the determinations of management of the Company. The Technical Representatives shall not receive any compensation for service on the Technical Committee.

(b) The Technical Committee shall hold regular meetings at least quarterly and otherwise on 15 days' notice delivered to the Technical Representatives by either party, and such meetings shall be held at the offices of the Company, telephonically, or at other mutually agreed places. Subject to the Company's obligations and restrictions under Canadian Securities Laws, at each meeting of the Technical Committee, the Company shall report to the Technical Representatives on all matters relevant to the Company's exploration and operations in respect of the Projects, in such form and with such detail as is requested by the Technical Committee. Notwithstanding anything to the contrary, the Investor Technical Representatives shall have no obligation to attend any Technical Committee meeting. In lieu of meetings in person, the Technical Committee may conduct meetings by telephone or video conference or by other means of electronic communication by which all persons participating in the meeting are able to hear the entire meeting and be heard by all other persons attending the meeting, in each case as the Technical Committee determines.

(c) Subject to the Company's obligations and restrictions under Canadian Securities Laws, the Company shall provide each Technical Representative with copies of all reports pertaining to the Projects and shall provide each Technical Representative with access to any other technical, resource, mineral, exploration, sustainability, life of mine or operations information reasonably requested by such Technical Representative.

(d) The parties acknowledge that the Investor or its Affiliates may provide, in the performance of activities under this Section 7.4 or as requested by the Company from time to time, technical assistance, advice, information or services (collectively, the "**Technical Assistance**") to the Company relating to one or more of the Company's mineral projects. Subject to any written agreement between the parties to the contrary, in connection with the provision of any such Technical Assistance by the Investor or its Affiliates, the Company hereby acknowledges and agrees as follows:

(i) the Investor and its Affiliates are under no obligation to provide any Technical Assistance to the Company and may cease providing Technical Assistance at any time or from time to time;

(ii) neither the Investor nor its Affiliates will receive any remuneration in consideration for the provision of any Technical Assistance to the Company;

(iii) the Company shall not, in any communication or agreement with a third party or in any public statement or publicly filed or disseminated document of the Company: (i) describe or refer to any Technical Assistance requested from or provided by the Investor or its Affiliates; or (ii) refer to any Investor Technical Representative, the Investor or any of its Affiliates by name, in each case without the prior written consent of the Investor (which shall not be unreasonably withheld);

(iv) the Investor and its Affiliates expressly disclaim and make no representation or warranty, express or implied, as to the accuracy, completeness, usefulness or reliability of any Technical Assistance, and the Company will use the Technical Assistance at the Company's own risk;

(v) in no event shall the Investor, any of its Affiliates or any of their respective directors, officers, employees or agents be liable for any indirect, special, consequential, incidental or punitive damages of any sort, loss of profits, failure to realize expected savings, loss of revenues or loss of use of any properties or capital, whether or not any such damages or claims were foreseeable, relating to, in connection with or arising out of the provision by the Investor or any of its Affiliates of Technical Assistance to the Company; and

(vi) the Company agrees to indemnify and hold harmless the Investor and each of its Affiliates, and their respective directors, officers, employees and agents (each, an "**Indemnified Party**"), to the full extent lawful, from and against any and all expenses, losses, claims (including shareholder actions, derivative or otherwise), actions, suits, proceedings, damages and liabilities, joint or several, including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees and expenses of their counsel that may be incurred in advising with respect to and/or defending any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity or to which any Indemnified Party may become subject or otherwise involved in any capacity under any statute or common law or otherwise (collectively, "**Losses**") insofar as such Losses relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, the provision of Technical Assistance by the Investor or its Affiliates; provided, however, that the Company shall not be liable to an Indemnified Party to the extent that any such Losses result from such Indemnified Party's fraud or gross negligence.

7.5 Notices

(a) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by e-mail or similar means of recorded electronic communication or sent by registered mail, charges prepaid, addressed as follows:

(i) in the case of the Investor:

Agnico Eagle Mines Limited
145 King Street East, Suite 500
Toronto, ON M5C 2Y7

Attention: **[Redacted: Investor's contact information]**
E-mail: **[Redacted: Email]**

with a copy to:

Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto, ON M5V 3J7

Attention: **[Redacted: Legal counsel contact information]**
E-mail: **[Redacted: Email]**

(ii) in the case of the Company:

Rupert Resources Ltd.
82 Richmond Street East, Suite 203
Toronto, ON M5C 1P1

Attention: **[Redacted: Company's contact information]**
E-mail: **[Redacted: Email]**

with a copy to:

Blake, Cassels & Graydon LLP
23 College Hill, 5th Floor
London, EC4R 2RP

Attention: **[Redacted: Legal counsel's contact information]**
E-mail: **[Redacted: Email]**

(b) Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day or if delivery or transmission is made on a Business Day after 5:00 p.m. (Toronto time) at the place of receipt, then on the next following Business Day) or, if mailed, on the third Business Day following the date of mailing; provided, however, that if at the time of mailing or within three Business Days thereafter there is or occurs a labour dispute or other event which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by means of recorded electronic communication as aforesaid.

(c) Either party may at any time change its address for service from time to time by giving notice to the other party in accordance with this Section 7.5.

7.6 Amendments and Waivers

No amendment or waiver of any provision of this Agreement shall be binding on either party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

7.7 Assignment

No party may assign any of its rights or benefits under this Agreement, or delegate any of its duties or obligations, except with the prior written consent of the other party. Notwithstanding the foregoing, the Investor may assign and transfer all of its rights, benefits, duties and obligations under this Agreement in their entirety, without the consent of the Company, to an Affiliate of the Investor, provided that any such assignee shall, prior to any such transfer, agree to be bound by all of the covenants of the Investor contained herein and comply with the provisions of this Agreement, and shall deliver to the Company a duly executed undertaking to such effect in form and substance satisfactory to the Company, acting reasonably.

7.8 Successors and Assigns

This Agreement shall enure to the benefit of and shall be binding on and enforceable by and against the parties and their respective successors or heirs, executors, administrators and other legal personal representatives, and permitted assigns.

7.9 Expenses

Except as otherwise expressly provided in this Agreement, each party will pay for its own costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement and the transactions contemplated herein, including the fees and expenses of legal counsel, financial advisors, accountants, consultants and other professional advisors.

7.10 Public Disclosure

The Company shall not issue any press release or publicly filed or disseminated document referencing, in any way, the Investor, unless: (i) the Company has obtained the Investor's prior written consent to such disclosure, which consent shall not be unreasonably delayed or withheld; or (ii) the Company determines that such disclosure is required by Applicable Law. In addition, the Company shall provide the Investor with a reasonable opportunity to review and comment on each press release or publicly filed or disseminated document of the Company relating or referencing, in any way, the Investor, this Agreement or the transactions contemplated herein prior to the issuance thereof and incorporate any comments provided by the Investor, to the extent commercially reasonable.

7.11 Further Assurances

Each of the parties shall, from time to time hereafter and upon any reasonable request of the other, promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things as may be required or necessary for the purposes of giving effect to this Agreement.

7.12 Right to Injunctive Relief

The parties agree that any breach of the terms of this Agreement by either party would result in immediate and irreparable injury and damage to the other party which could not be adequately compensated by damages. The parties therefore also agree that in the event of any such breach or any anticipated or threatened breach by the defaulting party, the other party shall be entitled to equitable relief, including by way of temporary or permanent injunction or specific performance, without having to prove damages, in addition to any other remedies (including damages) to which such other party may be entitled at law or in equity.

7.13 Counterparts

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts, with the same effect as if each party had signed and delivered the same document, and all counterparts shall be construed together to be an original and will constitute one and the same agreement.

[*Remainder of page intentionally left blank; signature page follows.*]

IN WITNESS WHEREOF this Agreement has been executed by the parties on the date first written above.

AGNICO EAGLE MINES LIMITED

by (signed) *Alden Greenhouse*

Name: Alden Greenhouse
Title: Vice President, Corporate Development and Business Strategy

RUPERT RESOURCES LTD.

by (signed) *Jeffrey Karoly*

Name: Jeffrey Karoly
Title: Chief Financial Officer

SCHEDULE A
MINING INTERESTS

[Redacted: Mineral Interests]