Execution Version

AGENCY AGREEMENT

January 31, 2017

Ressources Minières Augyva Inc. / Augyva Mining Resources
10 King Street East, Suite 1202
Toronto, Ontario M5C 1C3

Attention: Kuldeep Billan
Chief Executive Officer

Dear Sirs:

The undersigned, Canaccord Genuity Corp. (the "**Agent**"), understands that Ressources Minières Augyva Inc. / Augyva Mining Resources (the "**Corporation**") intends to complete a series of transactions culminating in a change in the Corporation's business within the meaning of the policies of the TSX Venture Exchange (the "**TSXV"**) from one focused on the mining of iron ore, to that of providing debt financing and making other investments in connection with the financing of automotive dealerships, automotive dealer groups and/or other related businesses and assets and to administer the affairs of the Corporation (the "**Change of Business**") and Other Transactions (as defined herein) and, in connection therewith, proposes to issue and sell up to 108,084,376 subscription receipts of the Corporation (the "**Subscription Receipts**") at a price of $0.16 (the "**Subscription Price**") per Subscription Receipt for aggregate gross proceeds of up to $17,293,500.16. The offering of the Subscription Receipts by the Corporation is referred to herein as the "**Offering**".

Upon and subject to the terms and conditions set forth herein, the Agent hereby agrees to act, and upon acceptance hereof, the Corporation hereby appoints the Agent, as the Corporation's exclusive agent to offer for sale, on a commercially reasonable efforts basis, without underwriter liability, the Subscription Receipts at the Subscription Price and the Agent agrees to arrange for Purchasers (as defined herein) of the Subscription Receipts in the Selling Jurisdictions (as defined herein) on a private placement basis pursuant to exemptions from the prospectus requirements of all applicable Securities Laws (as defined herein). The Subscription Receipts will not be sold in the United States or to U.S. Persons (as defined herein).

In consideration of the services to be rendered by the Agent in connection with the Offering, the Corporation agrees to pay to the Agent, the Commission (as defined herein) as set out in Section 12 hereto.

The Corporation agrees that the Agent will be permitted to appoint, at its sole expense, other registered dealers or other dealers duly qualified in their respective jurisdictions, in each case acceptable to the Corporation, acting reasonably, as their agents (the "**Selling Group**") to assist with the Offering in the Selling Jurisdictions and that the Agent may, without liability to the Corporation, determine the remuneration payable by the Agent to such other dealers appointed by them. The Agent shall ensure that the Selling Group complies with the Agent's obligations hereunder, *mutundis mutandi*.

Subscription Receipts

The Subscription Receipts will be created pursuant to a subscription receipt agreement (the "**Subscription Receipt Agreement**") among the Corporation, the Agent and Computershare Trust Company of Canada, (as subscription receipt agent, the "**Subscription Receipt Agent**"), to be dated on or before the Closing Date (as defined herein). Each Subscription Receipt will entitle the holder thereof (each a "**Subscription Receiptholder**") to receive upon satisfaction of the Escrow Release Conditions, and without payment of additional consideration or further action, one Common Share (as defined herein) in the capital of the Corporation (an "**Underlying Share**").

The gross proceeds from the Offering (the "**Escrowed Proceeds**") will be deposited at the Closing Time (as defined herein) in escrow with the Subscription Receipt Agent, and held in accordance with the terms of the Subscription Receipt Agreement until the earlier of the Escrow Release Date or the occurrence of a Termination Event. If the Release Notice (as defined herein) is delivered in accordance with the Subscription Receipt Agreement on or before the later of: (a) 5:00 p.m. (Toronto time) on March 31, 2017; and (b) 5:00 p.m. (Toronto time) on such later date as the Corporation and the Agent may agree in writing (the "**Escrow Release Deadline**"), the Subscription Receipt Agent will release the Escrowed Funds (as defined herein) to the Corporation (less: (i) the remaining 50% of the Commission and the Agent's *pro rata* portion of interest earned on the Escrowed Proceeds which amounts shall be released to the Agent; and (ii) the Subscription Receipt Agent's reasonable fees, which amounts shall be released to the Subscription Receipt Agent), and each Subscription Receipt will be automatically converted into one Underlying Share without payment of additional consideration and without any further action by the holder thereof. Upon exercise of the Subscription Receipts into Common Shares, such Common Shares shall be listed and posted for trading on the TSXV.

If: (i) the Release Notice is not delivered to the Subscription Receipt Agent prior to the Escrow Release Deadline; or (ii) prior to the Escrow Release Deadline, the Corporation delivers written notice addressed to the Subscription Receipt Agent indicating that the Escrow Release Conditions will not be satisfied and directing the Subscription Receipt Agent to return all Escrowed Funds to the Subscription Receiptholders (each such event being a "**Termination Event**"), all of the Subscription Receipts shall, without any action on the part of the holders thereof, be cancelled by the Subscription Receipt Agent as of the 5:00 p.m. (Toronto time) on the date of the Termination Event and Subscription Receiptholders shall thereafter have no rights thereunder except to receive, and the Subscription Receipt Agent shall pay to such holders from the Escrowed Funds, an amount equal to the aggregate purchase price of the Subscription Receipts then held, plus a *pro rata* share of interest actually earned thereon (less any withholding tax required to be withheld in respect thereof). The Corporation shall be liable for any shortfall between the amounts owing to Subscription Receiptholders and the amount of Escrowed Funds.

The description of the Subscription Receipts herein is a summary only and is subject to the specific attributes and detailed provisions of the Subscription Receipts set forth in the Subscription Receipt Agreement. In the case of any inconsistency between the description of the Subscription Receipts in this Agreement and their terms and conditions as set forth in the Subscription Receipt Agreement, the provisions of the Subscription Receipt Agreement will govern.

DEFINITIONS

In this Agreement, in addition to the terms defined above, the following terms shall have the following meanings:

"**AAFC**" means AA Finance Co LP;

"**AAFC Control Person**" has the meaning ascribed to such term in the Circular;

"**Act**" means the *Canada Business Corporations Act*;

"Additional AAFC Financing" has the meaning ascribed to such term in the Circular;

"**Administrator**" means the Partnership for the purposes of the Administration Agreement;

"**Administration Agreement**" means the administration agreement between the Partnership and the Corporation to be entered into on or before the time the Change of Business and Other Transactions become effective and providing the terms under which the Administrator will provide certain administrative services in connection with the Corporation;

"**Affiliates**" means the affiliates of the Agent;

"**affiliate**", "**associate**", "**distribution**", "**material change**", "**material fact**" and "**misrepresentation**" have the respective meanings ascribed thereto in the *Securities Act* (Ontario) in effect on the date hereof;

"**Agent's Expenses**" means all expenses of the Agent in connection with the Offering payable by the Corporation pursuant to Section 9 hereof;

"**Agreement**" means this agreement, being the agreement resulting from the acceptance by the Corporation of the offer made by the Agent hereby;

"**Alliance Agreement**" means the alliance agreement between the Partnership and AAFC to be entered into at the time the Change of Business and Other Transactions become effective and providing the terms under which the Initial Investment and any Additional AAFC Financing will occur;

"**Applicable Laws**" means all applicable laws, regulations, policies, statutes, ordinances, by-laws, codes, orders, consents, decrees, judgments, decisions, rulings, awards, directives or guidelines of any Governmental Authority, including the terms and conditions of any Permits, including any judicial or administrative interpretations thereof;

"**Board**" means the board of directors of the Corporation and as the context requires herein means the board of directors of the Resulting Issuer;

"**Business Day**" means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Toronto, Ontario or Vancouver, British Columbia are not open for business;

"**CBCA**" means the *Canada Business Corporations Act* - R.S.C., 1985, c. C-44.

"**CDS**" means CDS Clearing and Depository Services Inc.;

"**Change of Business**" has the meaning ascribed to such term on the face page of this Agreement;

"Circular" means the Corporation's management information circular dated January 26, 2017, including all schedules, appendices and exhibits attached thereto, and the notice of meeting and proxy form to be sent by the Corporation to its Shareholders in connection with the special meeting of Shareholders of the Corporation to approve the Transactions;

"**Closing**" means the completion of the purchase and sale of the Subscription Receipts as contemplated by this Agreement and the Subscription Agreements;

"**Closing Date**" means the day on which the Closing shall occur, being January 31, 2017 or such other date as the Agent and the Corporation may determine;

"**Closing Time**" means 8:00 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Corporation and the Agent may determine;

"**Common Shares**" means the common shares in the capital of the Corporation which, for greater certainty shall be as constituted prior to giving effect to the Share Consolidation;

"**Commission**" has the meaning ascribed to such term in Section 12 hereof;

"**Control Person**" has the meaning ascribed to such term in the Circular;

"Corporation" means Ressources Minières Augyva Inc. / Augyva Mining Resources, a company existing under the laws of Canada, and as the context requires herein means the Resulting Issuer, as applicable;

"**Debt Instrument**" means any note, loan, bond, debenture, indenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money or other liability to which the Corporation is a party to or otherwise bound by and which is material to the Corporation;

"Disclosure Documents" means, collectively, the Presentation and the Circular;

"**Duncan Lake**" means the Duncan Lake iron property located in the James Bay region in the Province of Quebec in relation to which the Corporation is a party to an option and joint venture agreement;

"**Employee Plans**" has the meaning ascribed to such term in Section 4(bbb) hereof.

"**Environmental Laws**" means all Applicable Laws relating to the environment or environmental issues (including air, surface, water and stratospheric matters) or to the protection of the environment, occupational and human health and safety, including without limitation relating to the manufacture, treatment, use, processing, storage, disposal, discharge, release, transport or handling of any Hazardous Materials.

"**Escrow Release Conditions**" has the meaning ascribed thereto in the Subscription Receipt Agreement;

"**Escrow Release Date**" means the date on which the Release Notice (if delivered prior to the Release Deadline) is received by the Subscription Receipt Agent in accordance with the terms of the Subscription Receipt Agreement;

"**Escrow Release Deadline**" has the meaning ascribed to such term on the face page of this Agreement;

"**Escrowed Funds**" means the Escrowed Proceeds, together with all interest earned thereon;

"**Escrowed Proceeds**" has the meaning ascribed to such term on the face page of this Agreement;

"**Financial Statements**" means the Corporation's: (i) audited consolidated financial statement for the year ended February 29, 2016, including the notes thereto; (ii) unaudited interim financial statements for the nine month period ended November 30, 2016, including the notes thereto; and (iii) the pro forma balance sheet of the Resulting Issuer as attached to the Circular;

"**Financing Agreement**" means the financing agreement between the Partnership and AAFC to be entered into pursuant to the Alliance Agreement at the time the Change of Business and Other Transactions become effective and providing the financing terms under which the Initial Investment will occur;

"**Form 45-106F1**" means Form 45-106F1 – *Report of Exempt Distribution*;

"**Form 45-106F9**" means Form 45-106F9 – *Form for Individual Accredited Investors*;

"**General Partner**" means Automotive Finance GP Inc., a corporation formed under the laws of Ontario;

"**Governmental Authority**" means, without limitation, any national, federal government, province, state, municipality or other political subdivision of any of the foregoing, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing which has regulatory, expropriation or taxing jurisdiction on behalf of any national, federal government, province, state, municipality or other political subdivision;

"**Government Official**" means: (i) any official, officer, employee, or representative of, or any Person acting in an official capacity for or on behalf of, any Governmental Authority; (ii) any salaried political party official, elected member of political office or candidate for political office; or (iii) any company, business, enterprise or other entity owned or controlled by any person described in the foregoing clauses;

"**Hazardous Materials**" means any pollutants, contaminants, chemicals or industrial toxic or hazardous wastes or substances, including petroleum or petroleum products;

"**IFRS**" means International Financial Reporting Standards as adopted by the Canadian Accounting Standards Board, as amended from time to time;

"**including**" means including without limitation;

"**Indemnified Parties**" has the meaning ascribed to such term in Section 11 hereof;

"**Initial Investment**" has the meaning ascribed to such term in the Circular;

"**Leased Premises**" means the premises which are material to the Corporation and which the Corporation occupies as a tenant;

"**Limited Partnership Agreement**" means limited partnership agreement to be entered into between the General Partner, as general partner, and the Corporation, as sole limited partner, as it may be amended, supplemented or restated from time;

"**Material Adverse Effect**" means in respect of any entity, any change, event, occurrence, state of facts, effect or circumstance that is or would reasonably be expected to be material and adverse to the business, operations, results of operations, assets, properties, prospects, capitalization, financial condition or liabilities of such entity, taken as a whole;

"**Material Agreement**" means any contract, commitment, agreement, instrument, lease or other document (written or oral), to which the Corporation is a party to or otherwise bound by and which is material to the Corporation;

"**Mining Rights**" means all prospecting, exploration, development, ingress, egress, access and surface rights, mining and mineral rights, concessions, claims, licenses, leases, Permits, consents, approvals and authorizations in respect of Duncan Lake;

"**Money-Laundering Laws**" has the meaning ascribed to such term in Section 4(dd);

"**Name Change**" means the change of the name of the Corporation to "Automotive Finco Corp." or such other name as may be approved by the Board;

"**NI 45-102**" means National Instrument 45-102 – *Resale of Securities*;

"**NI 45-106**" means National Instrument 45-106 – *Prospectus Exemptions*;

"**NI 51-102**" means National Instrument 51-102 – *Continuous Disclosure Obligations*;

"**Non-Brokered Private Placement**" means the non-brokered private placement by the Corporation to AAFC Control Person of 65,000,000 Common Shares at a price of $0.16 per Common Share for gross proceeds to the Corporation of $10,400,000, as described in the Circular;

"**Obligated Financings**" has the meaning ascribed to such term in the Circular;

"**Offering**" has the meaning ascribed to such term on the face page of this Agreement;

"**Offering Documents**" means, collectively, this Agreement, the Subscription Agreements, and the Subscription Receipt Agreement;

"**Other Transactions**" means the other matters related to the Change of Business as described in the Circular, including, without limitation, the entering into of the Alliance Agreement by the Partnership and AAFC and the provision of loans thereunder, including the Initial Investment, the creation of a new Control Person in connection with the Non-Brokered Private Placement, the Name Change, and the Share Consolidation;

"**Partnership**" means Automotive Finance Limited Partnership, a limited partnership to be formed under the laws of the Province of Ontario pursuant to the Limited Partnership Agreement;

"**Permits**" means any regulatory approval, licence, permit, approval, consent, certificate, registration, filing or other authorization of or issued by any Governmental Entity under Applicable Laws, including Environmental Laws;

"**Person**" includes any individual (whether acting as an executor, trustee administrator, legal representative or otherwise), corporation, partnership, trust, fund, association, syndicate, organization or other organized group of persons, whether incorporated or not, and pronouns have a similar extended meaning;

"**Presentation**" means the marketing presentation of the Corporation, which was prepared in connection with the Offering;

"**President's List Purchasers**" means those Purchasers identified by the Corporation for the purposes of participating in the Offering;

"**Public Disclosure Documents**" means, collectively, all of the documents which have been filed by or on behalf of the Corporation prior to the Closing Time with the relevant Securities Regulators pursuant to the requirements of Securities Laws, including all documents filed on SEDAR at www.sedar.com during such period;

"**Purchasers**" means the Persons who, as purchasers, acquire the Subscription Receipts by completing, executing and delivering the Subscription Agreements and any other required documentation;

"**Release Notice**" means a written notice in substantially the form set out in Schedule "B" attached to the Subscription Receipt Agreement executed by the Corporation, and acknowledged by or on behalf of the Agent, stating that all conditions precedent to the completion of the Change of Business and Other Transactions have been satisfied or waived, other than the release of the Escrowed Funds pursuant to the terms of the Subscription Receipt Agreement;

"**Resulting Issuer**" means Automotive Finco Corp. or such other name as may be approved by the Board after giving effect to the Transactions;

"**Right of First Refusal**" has the meaning ascribed to such term in Section 13 of this Agreement;

"**Securities Laws**" means all applicable securities laws in each of the Selling Jurisdictions and the respective regulations and rules made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, notices, orders, blanket orders, rulings and notices and other regulatory instruments of the securities regulatory authorities in such jurisdictions and all rules and policies of the TSXV, as applicable.

"**Securities Regulators**" means, collectively, the securities regulators and commission or other securities regulatory authorities in the Selling Jurisdictions;

"**Selling Jurisdictions**" means the Provinces and Territories of Canada, and such other jurisdictions (other than the United States) outside of Canada as agreed to by the Agent and the Corporation;

"**Shareholders**" means the shareholders of the Corporation;

"**Share Consolidation**" has the meaning ascribed to such term in the Circular;

"**Subscription Agreements**" means, collectively, the subscription agreements for the Subscription Receipts, in the forms agreed upon by the Agent and the Corporation pursuant to which Purchasers agree to subscribe for and purchase the Subscription Receipts pursuant to the Offering as herein contemplated and shall include, for greater certainty, all schedules thereto; and "**Subscription Agreement**" means any one of them, as the context requires;

"**Subscription Price**" has the meaning ascribed to such term on the face page of this Agreement;

"**Subscription Receipt Agent**" has the meaning ascribed to such term on the face page of this Agreement;

"**Subscription Receipt Agreement**" has the meaning ascribed to such term on the face page of this Agreement;

"**Subscription Receipts**" has the meaning ascribed to such term on the face page of this Agreement;

"**subsidiary**" and "**subsidiaries**" shall have the meaning ascribed thereto in the Act;

"**Taxes**" has the meaning ascribed to such term in Section 4(bb) hereof;

"**Termination Event**" has the meaning ascribed to such term on the face page of this Agreement;

"**Transfer Agent**" means Computershare Investor Services Inc., in its capacity as transfer agent and registrar of the Corporation at its principal office in Toronto, Ontario.;

"**Transactions**" means, collectively, the Change of Business and the Other Transactions;

"**Transaction Documents**" means the Administration Agreement, Alliance Agreement, Limited Partnership Agreement, and Financing Agreement;

"**TSXV**" has the meaning ascribed to such term on the face page of this Agreement;

"**Underlying Shares**" has the meaning ascribed to such term on the face page of this Agreement;

"**U.S. Person**" means a U.S. person as defined in Rule 902(k) of Regulation S under the United States Securities Act of 1933, as amended; and

"**United States**" and **"U.S."** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.

TERMS AND CONDITIONS

1. **(a)** **Sale on Exempt Basis.** The Agent shall offer for sale and sell the Subscription Receipts pursuant to the Offering in the Selling Jurisdictions in accordance with the terms of this Agreement, on a private placement basis in compliance with all applicable Securities Laws such that the offer and sale of the Subscription Receipts is exempt from, and does not obligate the Corporation to file or deliver, a prospectus, a registration statement, an offering memorandum or other offering document under applicable Securities Laws.

(b) **Filings.** The Corporation agrees to comply with all applicable Canadian Securities Laws on a timely basis in connection with the Offering and undertakes to file, or cause to be filed, within the periods stipulated under applicable Canadian Securities Laws, all forms or undertakings required to be filed by the Corporation in connection with the issue and sale of the Subscription Receipts so that the distribution of the Subscription Receipts may lawfully occur without the necessity of filing a prospectus or a registration statement in Canada, and the Agent undertakes to use commercially reasonable efforts to cause Purchasers to complete any forms required by applicable Securities Laws and to provide any such forms to the Corporation promptly upon receipt. All fees payable in connection with such filings shall be at the expense of the Corporation.

(c) **General Solicitation or Advertising.** Neither the Corporation nor the Agent shall provide to prospective purchasers of the Subscription Receipts any document or other material, other than the Presentation, that would constitute an offering memorandum or future oriented financial information within the meaning of Securities Laws. Neither the Corporation nor the Agent shall engage in any form of general solicitation or general advertising or other public media in connection with the offer and sale of the Subscription Receipts, including advertisements, articles, notices or other communications published in any printed public media, radio, television or telecommunications, including electronic display (such as the Internet, including but not limited to the Corporation's website), or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.

(d) **Legends.** The Subscription Receipts and the Underlying Shares will be subject to a "restricted period" under applicable Canadian securities laws of four months and one day from the Closing Date. The Subscription Receipts and the Underlying Shares shall be subject to and have attached to them, whether through the electronic deposit system of CDS, or other electronic book-entry system, or on certificates that may be issued, as applicable, any legends as may be prescribed by CDS in addition to a legend substantially in the following form:

> "UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE JUNE 1, 2017.
>
> And if prescribed under the TSXV Corporate Finance Manual:
>
> "WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL JUNE 1, 2017."

2. **(a)** **Covenants.** The Corporation hereby covenants to the Agent and acknowledges that it is relying on such covenants in connection with the purchase of the Subscription Receipts, that:

(i) *Due Diligence*. The Corporation will allow the Agent and its representatives the opportunity to conduct all due diligence which the Agent may reasonably require to be conducted prior to the Escrow Release Date.

(ii) *Validly Allotted and Issued Securities*. The Corporation will ensure that the Subscription Receipts upon issuance shall be validly created, authorized and issued and have the attributes corresponding to the description thereof set forth in the Subscription Receipt Agreement.

(iii) *Validly Issued Underlying Shares*. The Corporation will ensure that at all times prior to the earlier of the Escrow Release Date and the occurrence of a Termination Event, a sufficient number of Underlying Shares are allotted and reserved for issuance upon the conversion of the Subscription Receipts and upon conversion of the Subscription Receipts in accordance with the terms of the Subscription Receipt Agreement, the Underlying Shares are validly issued as fully paid and non-assessable Common Shares.

(iv) *Subscription Receipt Agent*. The Corporation will ensure that on or prior to the Closing Date, the Subscription Receipt Agent has been appointed to act as subscription receipt agent in respect of the Subscription Receipts.

(v) *Non-Brokered Private Placement*. The Corporation will use commercially reasonable efforts to complete the Non-Brokered Private Placement.

(vi) *Consents and Approvals*. The Corporation will make or obtain, as applicable, at or prior to the Closing Time, all consents, approvals, permits, authorizations and filings as may be required to be made or obtained prior to the Closing Time by the Corporation for the consummation of the transactions contemplated herein under Canadian Securities Laws.

(vii) *Regulatory Filings*. The Corporation will execute and file with, or, as the case may be, deliver to, the Canadian Securities Regulators all forms, notices and certificates required to be filed by the Corporation in connection with the Offering pursuant to applicable Securities Laws within the applicable time frame pursuant to applicable Securities Laws, including, for greater certainty, Form 45-106F1 of NI 45-106 and the Presentation.

(viii) *Standstill*. The Corporation agrees not to issue, or announce any intention to issue (and confirms that it has not issued since December 29, 2016, excepted as permitted below) any Common Shares or securities convertible into Common Shares for a period beginning on the date hereof and ending 120 days after the Closing Date without the prior written consent of the Agent, such consent not to be unreasonably withheld. These restrictions do not apply to the issuance of securities pursuant to: (i) the Offering (including the Underlying Shares); (ii) the contemplated Non-Brokered Private Placement; (iii) the exercise of convertible securities, options or warrants of the Corporation outstanding on the date hereof; (iv) the Corporation's stock option plan, restricted share unit plan and other equity-based compensation arrangements in existence on the date hereof, including, without limitation, options and restricted share units currently issued and outstanding; and (v) obligations of the Corporation in respect of agreements in existence on the date hereof.

(ix) *Use of Proceeds*. The net proceeds of the Offering will be used to provide debt financing to an affiliate of AAFC and for general corporate purposes as more particular described in the Circular.

(x) *Transactions Completion.* The Corporation will use commercially reasonable efforts to: (i) obtain the requisite Board, Shareholder, and regulatory approvals to effect the Transactions; and (ii) otherwise do all such other acts and things necessary to satisfy the Escrow Release Conditions prior to the Escrow Release Deadline.

(xi) *Maintain Reporting Issuer Status*. Upon completion of the Offering, the Corporation will use commercially reasonable efforts to maintain its status as a "reporting issuer" (or the equivalent thereof) not in default of the requirements of the Securities Laws in each of the provinces of Quebec, Alberta and British Columbia until the date that is one year following the Closing Date, provided that this covenant shall not prevent the Resulting Issuer from completing any transaction which would result in the Resulting Issuer ceasing to be a "reporting issuer" so long as the holders of Common Shares receive securities of an entity which is listed on a stock exchange in Canada, or cash, or the holders of Common Shares have approved the transaction in accordance with the requirements of applicable corporate laws and the policies of the TSXV or such other exchange as the Corporation may be listed, as applicable.

(xii) *Maintain Stock Exchange Listing*. Upon completion of the Offering, the Corporation will use its commercially reasonable efforts to cause the Resulting Issuer to remain listed for trading on the TSXV or another senior exchange in Canada, until the date that is one year following the Closing Date, provided that this covenant shall not prevent the Resulting Issuer from completing any transaction which would result in the Common Shares ceasing to be listed so long as the holders of Common Shares receive securities of an entity which is listed on a stock exchange in Canada, or cash, or the holders of Common Shares have approved the transaction in accordance with the requirements of applicable corporate laws and the policies of the TSXV or such other exchange as the Corporation may be listed, as applicable.

(xiii) *CUSIP Numbers.* The Corporation agrees to use commercially reasonable efforts to obtain a CUSIP number for the Subscription Receipts issued in connection with the Offering and for the Common Shares issuable upon exercise of the Subscription Receipts.

(xiv) *Transaction Documents Opinions*. Prior to, or concurrently with, the delivery of the Release Notice to the Agent, the Corporation covenants to deliver, or cause to be delivered, to the Agent and its counsel favourable legal opinions addressed to the Agent and the Purchasers, in form and substance satisfactory to the Agent's counsel (acting reasonably), dated on or before the date of the Release Notice, from Norton Rose Fulbright Canada LLP, counsel to the Corporation and, where appropriate, other counsel, which counsel in turn may rely, as to matters of fact, on certificates of auditors, public officials and officers of the Corporation, with respect to the following matters:

(i) all necessary corporate action (or similar action if the entity is not a corporation) has been taken by the Corporation (or an affiliate(s) thereof, as applicable) to authorize the execution and delivery of the Transaction Documents and the performance of its (or its affiliates, as applicable) obligations thereunder, and each of the Transaction Documents have been executed and delivered by the Corporation (or an affiliate(s) thereof, as applicable) and constitute a legal, valid and binding obligation of the Corporation (or an affiliate(s) thereof, as applicable) enforceable against such entity(ies) in accordance with their respective terms; and

(ii) the execution and delivery of the Transaction Documents and the performance by the Corporation (or an affiliate(s) thereof, as applicable) of its obligations thereunder do not and will not result in a breach of, or constitute a default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or constitute a default under, and do not and will not conflict with any term or provision of the articles of the Corporation (or constating documents of any affiliate(s) thereof, as applicable) and any amendments thereto, and the CBCA, as applicable.

(b) Agent's Covenants. The Agent hereby covenants to the Corporation to:

(i) conduct all activities in connection with the Offering in compliance with Securities Laws, broker-dealer requirements and all other laws applicable to the Agent (or an Affiliate of the Agent);

(ii) obtain from each Purchaser, and deliver to the Corporation, a completed and executed Subscription Agreement (including all certifications, forms and other documentation contemplated thereby or as may be required by applicable securities regulatory authorities) in a form acceptable to the Corporation and the Agent;

(iii) not make any representation or warranty with respect to the Subscription Receipts, in connection with the Offering, other than as set forth in this Agreement, the Presentation, the Subscription Agreement, or the Circular;

(iv) not solicit, offer, sell, trade, distribute or otherwise do any act in furtherance of a trade of the Subscription Receipts in such manner as to require registration of the Subscription Receipts or the filing of a prospectus, registration statement or any similar document or delivery of an offering memorandum under the laws of any jurisdiction, other than the Presentation, or subject the Corporation to any continuous disclosure or other similar reporting requirements under the laws of any jurisdiction to which it is not currently subject;

(v) not solicit subscriptions for the Subscription Receipts, trade in the Subscription Receipts or do any act in furtherance of a trade of the Subscription Receipts outside of the Selling Jurisdictions. For greater certainty, it has not, and will not solicit subscriptions for the Subscription Receipts, trade in the Subscription Receipts or do any act in furtherance of a trade of the Subscription Receipts in the United States or with a U.S. Person;

(vi) not solicit subscriptions for Subscription Receipts except in accordance with the terms and conditions of this Agreement;

(vi) ensure that any sub-agents, including members of the Selling Group, comply with the covenants and obligations given by the Agents herein; and

(vii) not engage in or authorize, directly or indirectly, any form of general advertising in connection with or in respect of the Subscription Receipts in any newspaper, magazine, printed media of general and regular paid circulation or any similar medium, or broadcast over radio or television or otherwise or conduct any seminar or meeting concerning the offer or sale of the Subscription Receipts whose attendees have been invited by any general solicitation or general advertising.

3. (a) Material Changes During Distribution. During the distribution period, the Corporation shall promptly notify the Agent (and, if requested by the Agent, confirm such notification in writing) of any material change or change in a material fact (in either case, whether actual, anticipated, contemplated or threatened, financial or otherwise) or any event or development involving a prospective material change or change in a material fact or any other change in the business, affairs, operations, assets (including information or data relating to the estimated value or book value of assets), properties, liabilities (contingent or otherwise), capital, ownership, control or management of the Corporation which would constitute a material change to, or a change in a material fact concerning, the Corporation (on a consolidated basis) or any other change which is of such a nature other than such changes contemplated by the Change of Business and the Other Transactions.

During the distribution period, the Corporation shall promptly, and in any event, within any applicable time limitations, comply with all applicable filings and other requirements under Canadian Securities Laws. During such period, the Corporation shall in good faith discuss with the Agent any fact or change in circumstances (actual, anticipated, contemplated or threatened, financial or otherwise) which is of such a nature that there is reasonable doubt as to whether notice need be given to the Agent pursuant to this Section 3(a).

(b) Trading Halt, Press Releases and Offering Documents. Subject to Applicable Laws, the Corporation agrees that it shall provide drafts of all press releases to the Agent for review. In addition, in order to comply with applicable U.S. Securities Laws, any press release announcing or otherwise referring to the Offering shall include an appropriate notation as follows: "**Not for distribution to United States newswire**

services or for dissemination in the United States. This news release does not constitute an offer to sell or a solicitation of an offer to buy any of the securities in the United States. The securities have not been and will not be registered under the U.S. Securities Act or any state securities laws and may not be offered or sold within the United States or to U.S. Persons unless registered under the U.S. Securities Act and applicable state securities laws or an exemption from such registration is available." Any press release in connection with the Offering shall not be sent into the United States or to a U.S. Person, including by way of the Corporation's or Agent's distribution of press releases to potential purchasers. In addition, the Corporation will provide the Agent and its legal counsel with drafts of all Offering Documents and any other documents prepared in respect of the Transactions.

4. Representations and Warranties of the Corporation. Subject to the foregoing, the Corporation represents and warrants to the Agent and acknowledges that it is relying upon such representations and warranties in using its commercially reasonable efforts to offer for sale the Subscription Receipts and entering into this Agreement, that:

General Matters

(a) *Good Standing of the Corporation*. The Corporation: (i) has been incorporated under the Act and is up-to-date in all material corporate filings and in good standing under the Act; (ii) has all requisite corporate power and capacity to carry on its business as now conducted and to own, lease and operate its properties and assets; (iii) has all requisite corporate power and capacity to undertake the Change of Business and Other Transactions; and (iv) has all requisite corporate power and authority to create, issue and sell, as applicable, the Subscription Receipts and the Underlying Shares, and to enter into and carry out its obligations under the Offering Documents and, when executed, the Transaction Documents (other than receipt of shareholder approval in respect thereof).

(b) *Subsidiaries and Formation of the Partnership*. The Corporation does not have any subsidiaries. In connection with the completion of the Transactions, the Corporation shall, pursuant to the Limited Partnership Agreement, take all requisite action to ensure that the Partnership is formed under the *Limited Partnerships Act* (Ontario) and all other Applicable Laws;

(c) *Good Standing of the Partnership*. Following the formation of the Partnership, the Corporation shall: (i) ensure the Partnership is and remains up-to-date in all material filings; (ii) has all requisite power and capacity to carry on its business and to own, lease and operate its properties and assets; and (iii) is registered to transact business in each jurisdiction in which such registration is required, whether by reason of the ownership or leasing of property or the conduct of business.

(d) *Carrying on Business*. The Corporation is, in all material respects, conducting its business in compliance with all Applicable Laws of each jurisdiction in which its respective businesses are carried on and, to the extent required, are licensed, registered or qualified in all jurisdictions in which it owns, leases or operates its properties or carries on business to enable its business to be carried on as now conducted and proposed to be conducted (or it will obtain all such licenses, registrations or qualifications for the business proposed to be carried on by the Corporation) and its properties and assets owned, leased and operated and all such licences, registrations and qualifications are (or will be) valid, subsisting and in good standing and it has not since at least December 31, 2013 received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such Applicable Laws or licences, registration and qualifications. The Corporation is not aware of any legislation, or proposed legislation published by any Governmental Authority, which it anticipates will have a Material Adverse Effect on the Corporation.

(e) *No Proceedings for Dissolution*. No acts or proceedings have been taken, instituted or, are pending for the dissolution or liquidation of the Corporation.

(f) *Freedom to Compete*. The Corporation is not a party to, bound, or in any material way affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of the Corporation to compete in any line of business, transfer or move any of its assets or operations.

(g) *Share Capital*. The authorized capital of the Corporation consists of an unlimited number of Common Shares, of which, as of the close of business on January 30, 2017, 98,940,455 Common Shares were outstanding as fully paid and non-assessable shares of the Corporation.

(h) *Absence of Rights*. As of the close of business on January 30, 2017, other than as set out in Schedule "A", no Person now has any agreement or option or right or privilege (whether at law, pre-emptive or contractual) capable of becoming an agreement against the Corporation for the purchase, subscription or issuance of, or conversion into, any unissued shares, securities, warrants or convertible obligations of any nature of the Corporation.

(i) *No Voting Agreements*. The Corporation is not a party to any agreement, nor is the Corporation aware of any agreement, which in any material manner affects the voting control of any of the securities of the Corporation.

(j) *Dividends*. There is not, in the constating documents of the Corporation, by-laws of the Corporation or in any Material Agreement or Debt Instrument or other instrument or document material to the Corporation to which the Corporation is a party, any material restriction upon or material impediment to, the declaration of dividends by the directors of the Corporation or the payment of dividends by the Corporation to the holders of the Common Shares.

(k) *Transfer Agent*. The Transfer Agent at its principal office in Toronto, Ontario has been appointed as the registrar and transfer agent in respect of the Common Shares.

(l) *Reporting Issuer and Listing Status of the Corporation*. The Corporation is a "reporting issuer" in the provinces of Quebec, Alberta, and British Columbia in good standing and not included in a list of defaulting reporting issuers maintained by the applicable Securities Regulators in such jurisdiction and the Corporation has at all times complied in all material respects with its obligations to make timely disclosure of all material changes and material facts relating to it. There is no material change or material fact relating to the Corporation which has occurred and with respect to which the requisite news release or material change report, as applicable, has not been disseminated or filed with the applicable Securities Regulators except where such failure to disseminate or file would not be expected to have a Material Adverse Effect on the Corporation. The currently issued and outstanding Common Shares are listed and posted for trading on the TSXV and upon completion of the Transactions, the Common Shares (including those issued in exchange for the Underlying Shares) will be listed on the TSXV. The Corporation is currently in material compliance with the rules and regulations of the TSXV and all material filings and fees required to be made and paid by the Corporation pursuant to Securities Laws and general corporate law have been made and paid. The Corporation has not taken any action which would be reasonably expected to result in the delisting or suspension of the Common Shares on or from the TSXV.

(m) *No Cease Trade Orders*. No order ceasing or suspending trading in the securities of the Corporation or prohibiting the sale or issuance of the Subscription Receipts or the Underlying Shares, and no proceedings for such purpose has been threatened or, to the best knowledge of the Corporation, are pending under the applicable Securities laws of Canada.

(n) *Material Agreements and Debt Instruments.* All of the Material Agreements and Debt Instruments are valid, subsisting, in good standing and in full force and effect, enforceable in accordance with the terms thereof. The Corporation has performed all obligations (including payment obligations) in a timely manner under, and is in compliance with all terms, conditions and covenants contained in each Material Agreement and Debt Instrument other than those which individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect on the Corporation. The Corporation is not in violation, breach or default and has not received any notification from any party claiming that the Corporation is in violation, breach or default under any Material Agreement or Debt Instrument and no other party, to the knowledge of the Corporation, is in breach, violation or default of any term under any Material Agreement or Debt Instrument, except in each case where such violation, breach or default would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Corporation.

(o) *Indebtedness*. Except as disclosed in the Public Disclosure Documents or as contemplated by the Transactions, the Corporation is not party to any Debt Instrument or any agreement, contract or commitment to create, assume or issue any Debt Instrument and the Corporation has not made any loans to, or guaranteed the obligations of, any Person in any material respect.

(p) *No Default or Breach*. The Corporation is not in breach or default of, and the execution and delivery of the Offering Documents and Transaction Documents and the performance by the Corporation of its obligations hereunder or thereunder, and the issue, delivery and sale, as applicable, of the Subscription Receipts and the Underlying Shares will not conflict with or result in a breach or violation of any of the terms of or provisions of, or constitute a default under (whether after notice or lapse of time or both): (i) any Applicable Laws of Canada, including Canadian Securities Laws; (ii) the articles or resolutions of the Corporation which are in effect at the date of hereof; (iii) any Material Agreement or Debt Instrument; or (iv) any judgment, decree or order binding the Corporation or, to the knowledge of the Corporation, the properties or assets of the Corporation, except in each case where such violation, conflict, breach or default would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Corporation.

(q) *No Actions or Proceedings*. There are no material actions, claims, suits, proceedings or investigations (whether or not purportedly by or on behalf of the Corporation) threatened against or, to the best knowledge of the Corporation, affecting or pending against the Corporation at law or in equity (whether in any court, arbitration or similar tribunal) or before or by any Governmental Authority, which if determined adversely would individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Corporation. There are no judgments or orders against the Corporation which are unsatisfied, nor are there any consent decrees or injunctions to which the Corporation or, to the knowledge of the Corporation, its properties or assets are subject.

(r) *Financial Statements*. The Financial Statements: (i) have been prepared in accordance with the IFRS, applied on a consistent basis throughout the periods involved or as noted therein; (ii) do not contain any misrepresentations with respect to the periods covered therein; and (iii) present fairly, in all material respects, the financial condition and results of operation of the Corporation (on a consolidated basis) for the periods then ended.

(s) *Off-Balance Sheet Arrangements and Liabilities*. There are no material off-balance sheet transactions, arrangements or obligations (including contingent obligations) or any indebtedness or liabilities (whether accrued, absolute, contingent or otherwise) of the Corporation which are required to be disclosed and are not disclosed or reflected in the Financial Statements or Public Disclosure Documents, as applicable.

(t) *Internal Accounting Controls.* The Corporation maintains a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with applicable generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(u) *Accounting Policies.* There has been no change in accounting policies or practices of the Corporation since February 29, 2016, other than as required by IFRS and as disclosed in the Financial Statements.

(v) *Independent Auditors*. The auditors of the Corporation are independent public accountants as required by the Securities Laws and there has not been any "reportable event" (within the meaning of NI 51-102) with respect to the present auditors of the Corporation.

(w) *No Material Changes*. Since February 29, 2016 in respect of the Corporation, other than in connection with the Transactions or as set forth in the Public Disclosure Documents:

(i) there has not been any material change in the assets, liabilities, obligations (absolute, accrued, contingent or otherwise), business, condition (financial or otherwise) or results of operations of the Corporation on a consolidated basis, as applicable;

(ii) there has not been any material change in the capital stock or long-term debt of the Corporation on a consolidated basis, as applicable; and

(iii) the Corporation has carried on its business in the ordinary course.

(x) *Purchases and Sales*. Other than the Transactions or as set forth in the Public Disclosure Documents, the Corporation has not approved, is not contemplating, nor has it entered into any agreement in respect of, nor does it have any knowledge of:

(i) a purchase of any material property or assets or any interest therein or the sale, transfer or disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by the Corporation, whether by asset sale, transfer of shares or otherwise;

(ii) a change of control of the Corporation, by sale or transfer of shares or sale of all or substantially all of the property and assets or otherwise; or

(iii) a proposed or planned disposition of shares by any shareholder who owns, directly or indirectly, 10% or more of the outstanding shares of the Corporation.

(y) *No Loans or Non-Arm's Length Debt.* The Corporation is not a party to any Debt Instrument or has any material loans or other indebtedness outstanding which has been made to any of its Shareholders, officers, directors or employees or any Person not dealing at arm's length with the Corporation.

(z) *Leased Premises*. With respect to each of the Leased Premises, the Corporation occupies the Leased Premises and each has the exclusive right to occupy and use the Leased Premises and each of the leases pursuant to which the Corporation occupies the Leased Premises is in good standing and in full force and effect. The performance of obligations pursuant to and in compliance with the terms of this Agreement and the completion of the transactions described herein by the Corporation, will not afford any of the parties to such leases or any other Person the right to terminate such lease or result in any additional or more onerous obligations under such leases in any material respect.

(aa) *Insurance*. The Corporation maintains insurance by insurers of recognized financial responsibility against such losses, risks and damages to its properties and assets in such amounts that are customary for the business in which it is engaged and on a basis consistent with reasonably prudent Persons in comparable businesses, in comparable geographic locations, and all of the policies in respect of such insurance coverage, fidelity or surety bonds insuring the Corporation and its respective directors, officers and employees, and their business, operations and assets are in good standing, in full force and effect in all respects and not in default. The Corporation is in compliance with the terms of such policies and instruments in all material respects and there are no material claims by the Corporation under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause. The Corporation has no reason to believe that it will not be able to renew such existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect, and the Corporation has not failed to promptly give any notice of any material claim thereunder.

(bb) *Taxes*. (i) All known taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable by the Corporation have been paid; (ii) all tax returns, declarations, remittances and filings required to be filed by the Corporation have been filed with all appropriate Governmental Authorities in the jurisdiction in which the Corporation operates and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading; and (iii) to the best of the knowledge of the Corporation, no material examination of any tax return of the Corporation is currently in progress and there are no issues or disputes outstanding with any Governmental Authority respecting any Taxes that have been paid, or may be payable, by the Corporation.

(cc) *Anti-Bribery and Anti-Corruption Laws*. The Corporation, and to the knowledge of the Corporation, any director, officer, employee, consultant, representative or agent of any of the foregoing is not or has not: (i) violated any anti-bribery or anti-corruption laws applicable to the Corporation, including but not limited to the *Corruption of Foreign Public Officials Act* (Canada); or (ii) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, that goes beyond what is reasonable and customary and/or of modest value: (A) to any Government Official, whether directly or through any other Person, for the purpose of influencing any act or decision of a Government Official in his or her official capacity; inducing a Government Official to do or omit to do any act in violation of his or her lawful duties; securing any improper advantage; inducing a Government Official to influence or affect any act or decision of any Governmental Authority; or assisting any representative of the Corporation in obtaining or retaining business for or with, or directing business to, any Person; or (B) to any Person in a manner which would constitute or have the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage. The Corporation and, to the knowledge of the Corporation, any director, officer, employee, consultant, representative or agent of any of the foregoing is not or has not (i) conducted or initiated any review, audit, or internal investigation that concluded the Corporation, or any director, officer, employee, consultant, representative or agent of the foregoing violated such laws or committed any material wrongdoing, or (ii) made a voluntary, directed, or involuntary disclosure to any Governmental Authority responsible for enforcing anti-bribery or anti-corruption laws, in each case with respect to any alleged act or omission arising under or relating to non-compliance with any such laws, or received any notice, request, or citation from any Person alleging non-compliance with any such laws.

(dd) *Anti-Money Laundering*. The business and operations of the Corporation is and has been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any Governmental Authority (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or Governmental Authority or any arbitrator involving the Corporation with respect to the Money Laundering Laws is pending or, to the best knowledge of the Corporation, threatened.

(ee) *Directors and Officers*. None of the current directors or officers of the Corporation (including upon completion of the Transactions) are now, or have ever been subject to an order or ruling of any securities regulatory authority or stock exchange prohibiting such individual from acting as a director or officer of a public company or of a company listed on a particular stock exchange.

(ff) *Related Parties*. Other than those in connection with the Transactions and the Non-Brokered Private Placement, none of the current directors, officers or employees of the Corporation, any known holder of more than 10% of any class of shares of the Corporation, or any known associate or affiliate of any of the foregoing Persons or companies, has had any material interest, direct or indirect, in any material transaction within the previous two years or any proposed material transaction with the Corporation which, as the case may be, materially affected, is material to or is reasonably expected to materially affect the Corporation on a consolidated basis.

(gg) *Minute Books*. The minute books and records of the Corporation which the Corporation has made available to the Agent and their counsel Cassels Brock & Blackwell LLP in connection with their due diligence investigation of the Corporation for the period from January 1, 2012 to the date of examination thereof are all of the minute books and all of the records of the Corporation for such period and contain copies of all current constating documents, including all amendments thereto, and all proceedings of securityholders and directors (and committees thereof) and are complete in all material respects.

(hh) *Continuous Disclosure*. The Corporation is in compliance in all material respects with its timely and continuous disclosure obligations under Canadian Securities Laws, including insider reporting obligations, and, without limiting the generality of the foregoing, there has been no Material Adverse Effect that has occurred in respect of the Corporation, which has not been publicly disclosed. Except as may have been corrected by subsequent disclosure, the information and statements in the Public Disclosure Documents were true and correct in all material respects as of the respective dates of such information and statements and at the time any such documents were filed on SEDAR and do not contain any misrepresentations and no material facts have been omitted therefrom which would make such information materially misleading. The Corporation has not filed any confidential material change reports which remain confidential as at the date hereof and there are no circumstances presently existing under which liability is or would reasonably be expected to be incurred under applicable Securities Laws.

(ii) *Full Disclosure*. All information relating to the Corporation and its businesses, properties and liabilities, including all financial, marketing, sales and operational information, as applicable, and information, including, for certainty, the Circular, in connection with the Transactions, provided to the Agent is, as of the date of such information, true and correct in all material respects, and no fact or facts have been omitted therefrom which would make such information materially misleading.

The Offering

(jj) *Validly Issued Subscription Receipts.* The Subscription Receipts have been validly created and authorized for issuance and sale and upon issuance, delivery and payment therefor, will be validly issued. The Subscription Receipts will not be issued in violation of or subject to any pre-emptive rights or contractual rights binding on the Corporation to purchase securities issued by the Corporation.

(kk) *Validly Authorized Underlying Shares.* The Underlying Shares have been validly authorized and reserved for issuance and upon conversion of the Subscription Receipts in accordance with the terms of the Subscription Receipt Agreement, the Underlying Shares will be validly issued as fully paid and non-assessable Common Shares.

(ll) *Subscription Receipt Agent*. The Subscription Receipt Agent at its principal office in Toronto, Ontario has been appointed as the subscription receipt agent in respect of the Subscription Receipts.

(mm) *Corporate Actions*. All necessary corporate action has been taken by the Corporation so as to authorize the execution, delivery and performance of the Offering Documents and the transactions contemplated thereby.

(nn) *Valid and Binding Documents*. Upon the execution and delivery of the Offering Documents, such documents shall constitute valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms.

(oo) *Necessary Consents and Approvals*. All consents, approvals, Permits, authorizations or filings as may be required under Securities Laws necessary for: (i) the execution and delivery of the Offering Documents; (ii) the issuance, sale and delivery, as applicable, of the Subscription Receipts and the Underlying Shares; and (iii) the consummation of the transactions contemplated thereby have been made or obtained or will have been obtained prior to the Escrow Release Deadline, as applicable, other than such customary post-closing notices or filings required to be submitted within the applicable time frame pursuant to Securities Laws in connection therewith.

(pp) *Disclosure Documents*. All information and statements contained in

(i) the Circular (except information and statements relating solely to the Agent and furnished by it in writing specifically for use therein) does not contain any misrepresentations and constitutes full, true, and plain disclosure of all material facts, and

(ii) the Presentation (except information and statements relating solely to the Agent and furnished by it in writing specifically for use therein) does not contain any misrepresentations;

in each case relating to the Corporation, the Offering, and the Transactions, as required by Canadian Securities Laws. There have been no material changes to such information and statements since the date of preparation of the Disclosure Documents and the Disclosure Documents comply with applicable Securities Laws in all material respects.

(qq) *Entitlement to Proceeds*. Upon satisfaction of the Escrow Release Conditions, other than the Corporation, the Agent in respect of the Agent's Commission and the Agent's *pro rata* portion of interest earned on the Escrowed Proceeds which amounts shall be released to the Agent and the Subscription Receipt Agent in respect of its reasonable fees, there is no Person that is or will be entitled to the proceeds of the Offering under the terms of any Material Agreement, or other instrument or document (written or unwritten) or otherwise, it being acknowledged and agreed that a portion of the proceeds shall be used for the purposes of the Transaction.

(rr) *Fees and Commissions*. Other than the Agent (or any members of its selling group) pursuant to this Agreement, there is no Person acting or, to the knowledge of the Corporation, purporting to act at the request of the Corporation who is entitled to any brokerage, agency or other fiscal advisory or similar fee in connection with the Offering.

<u>*Duncan Lake and Environmental Matters*</u>

(ss) *Duncan Lake and Mining Rights*. The Corporation holds an existing joint venture interest in Duncan Lake and Mining Rights recognized in the jurisdiction in which Duncan Lake is located in respect of the ore bodies and specified minerals located on Duncan Lake in which the Corporation has an interest under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit the Corporation to lawfully: (i) access Duncan Lake; (ii) explore and exploit the minerals relating thereto in all material respects; and (iii) validly and fully divest itself of its interest in Duncan Lake. All such properties, leases, concessions or claims in which the Corporation has any interests or rights have been validly located and recorded in accordance with all Applicable Laws and are valid, subsisting and in good standing, in all material respects.

(tt) *Valid Title Documents.* Any and all of the agreements and other documents and instruments pursuant to which the Corporation holds an interest in Duncan Lake (including any lease and/or option agreement or any interest in, or right to earn an interest in, any properties and assets) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof, the Corporation is not in default of any of the material provisions of any such agreements, documents or instruments, nor to the Corporation's knowledge has any such default been alleged.

(uu) *No Other Properties*. Other than Duncan Lake, the Corporation does not hold title or any other interest in any mining properties.

(vv) *No Expropriation*. No part of Duncan Lake, Mining Rights or Permits have been taken, revoked, condemned or expropriated by any Governmental Authority nor has any written notice or proceedings in respect thereof been given, or to the knowledge of the Corporation, been commenced, threatened or is pending, nor does the Corporation have any knowledge of the intent or proposal to give such notice or commence any such proceedings.

(ww) *No Indigenous Claims*. There are no material claims or actions with respect to indigenous rights currently outstanding, or to the knowledge of the Corporation, threatened or pending with respect to the properties of the Corporation. The Corporation is not aware of any material land entitlement claims having been asserted or any legal actions relating to indigenous issues having been instituted with respect to the properties of the Corporation, and no material dispute in respect of the properties of the Corporation with any local community or indigenous group exists or, to the knowledge of the Corporation, is threatened or imminent with respect to Duncan Lake or any activities thereon.

(xx) *Environmental Matters*.

(i) the Corporation is in material compliance with all Environmental Laws and all exploration and other actions and operations on the properties of the Corporation, carried on by or on behalf of the Corporation, has been conducted in all material respects in accordance with good mining and engineering practices and all applicable material workers' compensation and health and safety and workplace laws, regulations and policies;

(ii) the Corporation has not used, except in material compliance with all Environmental Laws and Permits, any properties or facilities which it owns or leases or has an interest or previously owned or leased or had an interest, to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any Hazardous Material;

(iii) the Corporation has not, nor to the knowledge of the Corporation, have any predecessor companies, received any notice of, or been prosecuted for an offence alleging, non-compliance with any laws, ordinances, regulations and orders, including Environmental Laws, and the

Corporation has not settled any allegation of non-compliance short of prosecution. There are no material orders or directions relating to environmental matters requiring any material work, repairs, construction or capital expenditures to be made with respect to any of the assets of the Corporation and the Corporation has not received notice of any of the same;

(iv) there have been no past unresolved claims, complaints, notices or requests for information received by the Corporation with respect to any alleged material violation of any Environmental Laws, and to the knowledge of the Corporation, none that are threatened or pending. To the knowledge of the Corporation, no conditions exist at, on or under any properties now or previously owned, operated or leased by the Corporation or for which the Corporation has, or had, an interest which, with the passage of time or the giving of notice or both, would give rise to liability under any law, statute, order, regulation, ordinance or decree relating to Environmental Law that, individually or in the aggregate, has or would have a Material Adverse Effect on the Corporation;

(v) except as ordinarily or customarily required by applicable Permit, the Corporation has not received any notice wherein it is alleged or stated that it is potentially responsible for a federal, provincial, state, municipal or local clean-up site or corrective action under any Environmental Laws. The Corporation has not received any request for information in connection with any federal, state, municipal or local inquiries as to disposal of Hazardous Materials; and

(vi) there are no material ongoing environmental audits, evaluations, assessments, studies or tests relating to the Corporation being conducted except for ongoing audits, evaluations, assessments, studies or tests being conducted by or on behalf of the Corporation in the ordinary course.

(yy) *Community Relationships*. The Corporation maintains good relationships with the communities and Persons materially affected by or located on Duncan Lake in all material respects, and there are no material complaints, issues, proceedings, or discussions, which are ongoing or anticipated which could have the effect of interfering, delaying or impairing the ability to explore, develop and operate Duncan Lake.

(zz) *No Work Stoppage or Interruptions*. To the knowledge of the Corporation, there are no actions, proceedings, inquiries, disruptions, protests, blockades or initiatives by non-governmental organizations, activist groups or similar entities or Persons, that are ongoing or anticipated which could materially adversely affect the ability to explore, develop and operate Duncan Lake.

<u>*Employment Matters*</u>

(aaa) *Employment Laws*. The Corporation is in material compliance with all Applicable Laws respecting employment and employment practices, terms and conditions of employment, workers' compensation, occupational health and safety and pay equity and wages. There are no material claims, complaints, outstanding decisions, orders or settlements or, to the knowledge of the Corporation, pending claims, complaints, decisions, orders or settlements under any human rights legislation, employment standards legislation, workers' compensation legislation, occupational health and safety legislation or similar legislation nor, to the knowledge of the Corporation, has any event occurred which would reasonably be expected to give rise to any of the foregoing.

(bbb) *Employee Plans*. Each material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to or required to be contributed to, by the Corporation for the benefit of any current or former director, officer, employee or consultant of the Corporation (the "**Employee**

Plans") has been maintained in material compliance with its terms and with the requirements prescribed by all Applicable Laws.

(ccc) *Record Keeping.* All material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or state pension plan premiums, accrued wages, salaries and commissions and employee benefit plan payments have been reflected in the books and records of the Corporation in accordance with IFRS, as applicable.

(ddd) *Labour Matters.* There is not currently any labour disruption, dispute, slowdown, stoppage, complaint or grievance outstanding, or to the knowledge of the Corporation, threatened or pending, against the Corporation which is adversely affecting or would reasonably be expected to adversely affect, in a material manner, the carrying on of the business of the Corporation and no union representation exists for the employees of the Corporation and no collective bargaining agreement is in place or being negotiated by the Corporation.

Transactions

(eee) *Completion of the Transactions*. To the knowledge of the Corporation, no event has occurred or condition exists which could reasonably expected to prevent the Transactions from being completed prior to the Escrow Release Deadline on the terms substantially as described in the Circular.

(fff) *Valid and Binding Documents*. Upon the execution and delivery of the Transaction Documents, such documents shall constitute valid and binding obligations of the Corporation to the extent it is a party enforceable against the Corporation in accordance with their respective terms, subject to: (i) the enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting creditors' rights; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court; (iii) the enforceability of any provision exculpating a party from liability or duty otherwise owed by it may be limited under applicable law; (iv) the enforceability of provisions which purport to sever any provision which is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of such document would be determined only in the discretion of the court; (v) the equitable or statutory powers of the courts in Canada having jurisdiction to stay proceedings before them and the execution of judgments; (vi) rights to indemnity and contribution hereunder may be limited under applicable law; and (vii) the enforceability may be limited by applicable laws regarding limitation of action.

(ggg) *Necessary Consents and Approvals*. All material consents, approvals, permits, authorizations or filings as may be required under Securities Laws necessary for: (i) the execution and delivery of the Transaction Documents; and (ii) the consummation of the transactions contemplated thereby have been, to the extent required to have been made or obtained prior to the Escrow Release Deadline, made or obtained or will have been obtained prior to the Escrow Release Deadline.

5. Representations and Warranties of the Agent. The Agent hereby represents and warrants to the Corporation and acknowledges that the Corporation is relying upon such representations and warranties, that:

(a) *Compliance with Securities Laws*. The Agent will conduct its activities in connection with the Offering in compliance with all applicable Securities Laws and the provisions of this Agreement.

(b) *Duly Registered.* The Agent is duly registered pursuant to the provisions of the Securities Laws, and is duly registered or licensed as an investment dealer in those jurisdictions in which it is required to be so registered in order to perform the services contemplated by this Agreement, or if or where not so registered or licensed, the Agent will act only through members of a selling group who are so registered or licensed.

(c) *General Solicitation or Advertising*. The Agent and its Affiliates and representatives have not engaged in or authorized, and will not engage in or authorize, any form of general solicitation or general advertising in connection with the offer or sale or in respect of the Subscription Receipts, including but not limited to, by causing the sale of the Subscription Receipts to be advertised in any newspaper, magazine, printed media of general and regular paid circulation or any similar medium, or broadcast over radio or television or telecommunication, including electronic displays, and have not conducted any seminar or meeting concerning the offer or sale of the Subscription Receipts whose attendees have been invited by any general solicitation or general advertising.

(d) *No Prospectus or Registration Requirement*. The Agent has not and will not solicit offers to purchase or sell the Subscription Receipts so as to require the filing of a prospectus or registration statement or delivery of an offering memorandum with respect thereto or the provision of a contractual right of action under the laws of any jurisdiction, other than in connection with the Presentation.

(e) *Verification of Purchasers*. The Agent: (i) has internal policies and procedures in place to verify investor status and has followed such policies and procedures and taken all reasonable steps to verify that all Purchasers that are not President's List Purchasers are accredited investors within the meaning of NI 45-106; (ii) has obtained from each Purchaser an executed Subscription Agreement in the appropriate form agreed to by the Corporation and the Agent together with all requisite forms and certificates, including obtaining a Risk Acknowledgement Form (Form 45-106F9) from each individual Purchaser who is described in paragraphs (j), (k) or (l) of the definition of accredited investor contained in NI 45-106; and (iii) will retain copies of the Risk Acknowledgement Forms and any supporting documentation for a period of eight years from the Closing Date and will supply such documentation to the Corporation upon request.

6. Closing Deliveries. The purchase and sale of the Subscription Receipts shall be completed at the Closing Time at the offices of Norton Rose Fulbright Canada LLP in Toronto, Ontario or at such other place as the Agent and the Corporation may agree upon in writing. At the Closing Time, the Corporation shall deliver to the Agent (a) the Subscription Receipts by way of electronic deposit in CDS as directed by the Agent and all the documents set out in Section 7, against payment of the Escrowed Proceeds by wire transfer to the Subscription Receipt Agent; (b) the Agent's Expenses pursuant to Section 9 hereof; and (c) 50% of the Commission payable to the Agent upon Closing pursuant to Section 12 hereof and the Agent shall deliver (x) to the Corporation all completed Subscription Agreements including all applicable Schedules and Exhibits and any other document collected by the Agent required to be delivered to a Governmental Authority or the TSXV; and (y) to the Subscription Receipt Agent, the Escrowed Proceeds.

7. Closing Conditions. The Agent's obligation to offer for sale the Subscription Receipts shall be conditional upon the fulfilment at or before the Closing Time of the following conditions:

(a) *Consents and Approval*s. The Agent shall have received evidence that all material approvals, consents and acceptances or waivers of any third parties required to be obtained by the Corporation in order to complete the Offering have been made or obtained.

(b) *Board Approval*. The Board will have authorized and approved the Offering Documents, the Transaction Documents (it being understood that shareholder approval in respect thereof is likewise required), the Circular, the Transactions and the sale and issuance of the Subscription Receipts and all matters relating to the foregoing.

(c) *Officers' Certificate*. The Agent shall have received at the Closing Time, certificates dated the Closing Date, signed by an appropriate officer of the Corporation addressed to the Agent and its counsel, with respect to the articles of the Corporation, all resolutions of the Board relating to the Offering Documents, the Transaction Documents, the Circular, the Transactions and the transactions contemplated hereby and thereby and the incumbency and specimen signatures of signing officers in the form of a certificate of incumbency.

(d) *Certificates of Compliance*. The Agent shall have received a certificate of status or similar certificate with respect to the jurisdiction in which the Corporation is incorporated;

(e) *Corporate and Securities Laws Opinion*. The Agent and Agent's counsel shall have received favourable legal opinions addressed to the Agent and the Purchasers, in form and substance satisfactory to the Agent's counsel, dated the Closing Date, from Norton Rose Fulbright Canada LLP, counsel to the Corporation and where appropriate, counsel in the other applicable Selling Jurisdictions, which counsel in turn may rely, as to matters of fact, on certificates of auditors, public officials and officers of the Corporation, with respect to the following matters:

(i) as to the incorporation and subsistence of the Corporation under the laws of Canada and as to the Corporation having the requisite corporate power and capacity under the CBCA of incorporation to carry on business and to own, lease and operate properties and assets;

(ii) as to the authorized share capital of the Corporation;

(iii) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of the Offering Documents and the performance of its obligations thereunder, and each of the Offering Documents have been executed and delivered by the Corporation and constitute a legal, valid and binding obligation of the Corporation enforceable against it in accordance with their respective terms;

(iv) the execution and delivery of the Offering Documents and the performance by the Corporation of its obligations thereunder, and the sale or issuance of the Subscription Receipts do not and will not result in a breach of, or constitute a default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or constitute a default under, and do not and will not conflict with any term or provision of the articles of the Corporation and any amendments thereto, and the CBCA;

(v) the Subscription Receipts have been authorized and validly created and issued and the Underlying Shares have been authorized and reserved for issuance and, upon the conversion of the Subscription Receipts in accordance with the provisions of the Subscription Receipt Agreement, the Underlying Shares will be validly issued as fully paid and non-assessable Common Shares;

(vi) the issuance and sale by the Corporation of the Subscription Receipts to the Purchasers, in accordance with the terms of this Agreement, are exempt from the prospectus requirements of applicable Canadian Securities Laws in the Selling Jurisdictions and no prospectus or other documents are required to be filed, proceedings taken or approvals, Permits, consents or authorizations obtained under the applicable Securities Laws to permit such issuance and sale; it being noted, however, that the Corporation is required to file or cause to be filed with the applicable Securities Regulators, a report on Form 45-106F1 prepared and executed pursuant to NI 45-106, together with the prescribed filing fee, and deliver to the Ontario Securities Commission the Presentation, within ten (10) days following the Closing Date;

(vii) the issuance and delivery of the Underlying Shares upon the conversion of the Subscription Receipts in accordance with the terms of the Subscription Receipt Agreement will be exempt from the prospectus and registration requirements of applicable Canadian Securities Laws in the Selling Jurisdictions and no prospectus or other documents are required to be filed, proceedings taken or approvals, Permits, consents or authorizations obtained under the applicable Securities Laws to permit such issuance and delivery provided that any Person that is "in the business of trading in securities" under Applicable Laws involved in such delivery is registered under applicable Securities Laws in categories permitting them to distribute the Underlying Shares and has complied with such Securities Laws and the terms and conditions of their registration;

(viii) the first trade of the Subscription Receipts or the Underlying Shares by a Purchaser to whom the applicable Securities Laws apply will be a distribution and subject to the prospectus requirement of the applicable Securities Laws unless:

(i) at the time of such trade, the Corporation is, and has been, a reporting issuer in a jurisdiction of Canada, within the meaning of the Securities Laws of that jurisdiction, for at least four months preceding such first trade;

(ii) at the time of such trade, at least four months have elapsed from the date of the opinion letter;

(iii) a certificate evidencing the Subscription Receipts or the Underlying Shares being traded carry the legend required by National Instrument 45-102 – *Resale of Securities*, or if the Subscription Receipts or the Underlying Shares are entered into a direct registration system or other electronic book-entry system, or if the Purchaser did not directly receive a certificate representing such Subscription Receipts or the Underlying Shares, the Purchaser received written notice containing the foregoing legend restrictions;

(iv) no unusual effort is made to prepare the market or to create a demand for the securities that are the subject of the trade;

(v) no extraordinary commission or consideration is paid to a Person or company in respect of the trade;

(vi) the trade is not a "control distribution" as defined in NI 45-102 – *Resale of Securities*; and

(vii) if the holder is an insider or officer of the Corporation, the holder has no reasonable grounds to believe that the Corporation is in default of any requirement securities legislation.

(f) *Transfer Agent Certificate*. The Agent shall have received a certificate from the Transfer Agent as to the issued and outstanding Common Shares as at the close of business on the day prior to the Closing Date.

(g) *Executed Agreements*. The Offering Documents shall have been executed and delivered by the parties thereto in form and substance satisfactory to the Agent and its counsel, acting reasonably.

(h) *Due Diligence Matters*. The Agent shall, in their sole discretion, be satisfied with their due diligence review with respect to the business, assets, financial condition, affairs and prospects of the Corporation, and with respect to the Transactions.

(i) *Payment of 50% of Commission and Agent's Expenses*. The Corporation shall be prepared to pay to the Agent by wire transfer, certified cheque or bank draft at the Closing Time an amount equal to 50% of the Commission and the Agent's Expenses as contemplated in Section 12 and Section 9 hereof which amount shall be paid contemporaneously with Closing.

8. Rights of Termination. (a) The Agent shall be entitled, at its sole option, to terminate and cancel, without any liability on its part or on the part of the Agent and the Purchasers, its obligations (and those of any Purchasers arranged by it) under this Agreement, to offer for sale and purchase the Subscription Receipts by written notice to that effect given to the Corporation at or prior to the Closing Time if:

(i) *Material Change Out*. There shall be any material change or change in a material fact, relating to the Corporation, or there should be discovered any previously undisclosed material fact, relating to the Corporation, required to be disclosed or new material fact, relating to the Corporation, which, in the reasonable opinion of the Agent has or would be expected to have a significant adverse effect on the market price or value of the Common Shares, or any other securities of the Corporation;

(ii) *Disaster Out/Regulatory Out*. (i) There should develop, occur or come into effect or existence any event, action, state, condition (including without limitation, terrorism or accident) or major financial occurrence of national or international consequence or a new or change in any law or regulation which in the sole opinion of the Agent, seriously adversely affects or involves, or may seriously adversely affect or involve, the financial markets of Canada or the business, operations, or affairs of the Corporation taken as a whole, or the market price or value of the securities of the Corporation; (ii) (a) any inquiry, action, suit, proceeding or investigation (whether formal or informal) is commenced, announced or threatened by any Governmental Authority or the TSXV where wrong-doing is alleged or (b) any order or ruling is issued under or pursuant to any relevant statute or by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including, without limitation, the TSXV or a securities regulatory authority which involves a finding of wrong-doing, in relation to the Corporation or any one of the officers or directors of the Corporation**;** or (iii) any order, action or proceeding which cease trades or otherwise operates to prevent or restrict the trading of the Common Shares or any other securities of the Corporation is made or threatened by a securities regulatory authority;

(iii) *Market Out.* The state of the financial markets in Canada or elsewhere where it is planned to market the Subscription Receipts is such that, in the reasonable opinion of the Agent, the Subscription Receipts cannot be marketed profitably;

(iv) *Breach Out*. The Corporation is in breach of a material term, condition or covenant of this Agreement or any material representation or warranty given by the Corporation in this Agreement becomes or is false; or

(v) *Due Diligence Out*. The Agent is not satisfied, in its sole discretion, with the completion of its due diligence investigations.

(b) If this Agreement is terminated by the Agent pursuant to Section 8(a), there shall be no further liability on the part of the Agent or of the Corporation, except in respect of any liability which may have arisen or may thereafter arise under Sections 9 and 11.

(c) The right of the Agent to terminate its respective obligations under this Agreement is in addition to such other remedies as they may have in respect of any default, act or failure to act of the Corporation in respect of any of the matters contemplated by this Agreement.

9. Expenses. Whether or not the transactions herein contemplated are completed, the Corporation shall be responsible for paying all of the reasonable and documented out-of-pocket expenses incurred by the Agent in connection with the performance of its services described herein, including the reasonable fees of the Agent's legal counsel up to a maximum of $125,000 (plus disbursements and applicable Taxes), it being understood that, except as provided above, any single expense in excess of $1,000 must be pre-approved by the Corporation. These expenses will be payable on or before the Closing Date upon receipt of an invoice from the Agent.

10. Survival of Representations and Warranties. All representations, warranties, covenants and agreements of the Corporation herein contained or contained in any documents submitted pursuant to this Agreement and in connection with the transactions herein contemplated shall survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Agent or the Purchasers with respect thereto, shall continue in full force and effect for the benefit of the Agent for a period of two years following the Closing Date. The representations, warranties, covenants and agreements of the Agent herein contained and in connection with the transactions herein contemplated shall survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Corporation with respect thereto, shall continue in full force and effect for the benefit of the Corporation for a period of two years following the Closing Date.

11. Indemnity. The Corporation agrees to protect, indemnify and save harmless the Agent, and each of its Affiliates and subsidiaries, and their respective directors, officers, employees, partners, agents, and each other Person, if any, controlling the Agent, or any of its respective subsidiaries and Affiliates (each an "**Indemnified Party**" and collectively, the "**Indemnified Parties**") from and against any and all losses, claims, actions, suits, proceedings, damages, liabilities or expenses of whatsoever nature or kind (excluding loss of profits), including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees, disbursements and taxes of their counsel in connection with any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity (each a "**Claim**" and, collectively, the "**Claims**") to which an Indemnified Party may become subject or otherwise involved in any capacity insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, this Agreement, the Offering or the distribution of the securities contemplated in this Agreement, whether occurring or performed before or after the Corporation's execution of this Agreement and to reimburse each Indemnified Party forthwith, upon demand, for any legal or other expenses reasonably incurred by such Indemnified Party in connection with any Claim.

If and to the extent that a court or regulatory body of competent jurisdiction, in a final non-appealable judgment, determines that a Claim was caused primarily by or resulted primarily from an Indemnified Party's breach of the Agreement, breach of Applicable Laws, gross negligence, fraudulent act or wilful misconduct or omission, this indemnity shall cease to apply in respect of such Claim and any funds advanced by the Corporation to the Indemnified Party pursuant to this indemnity in respect of such Claim shall be reimbursed.

The Corporation agrees to waive any right the Corporation might have of first requiring the Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other Person before claiming under this indemnity. The Corporation also agrees to reimburse the Agent for the time spent by its personnel in connection with any Claim at their normal *per diem* rates.

If any Claim is brought against an Indemnified Party or an Indemnified Party has received notice of the commencement of any investigation in respect of which indemnity may be sought against the Corporation, the Indemnified Party shall give the Corporation prompt written notice of any such Claim of which the Indemnified Party has knowledge. Failure by the Indemnified Party to so notify shall not relieve the Corporation of its obligation of indemnification hereunder unless (and only to the extent that) such failure materially prejudices the Corporation . The Corporation shall have fourteen (14) days after receipt of notice to undertake, conduct, and control, through counsel of its own choosing and at its own expense, the settlement or defence of the Claim. If the Corporation undertakes, conducts, or controls the settlement or defence of the Claim, the relevant Indemnified Parties shall have the right to participate in the settlement or defence of the Claim.

No admission of liability and no settlement, compromise or termination of any Claim, or investigation shall be made without the Corporation's consent and the consent of the Indemnified Parties affected, such consents not to be unreasonably withheld or delayed. Notwithstanding that the Corporation will undertake the investigation and defence of any Claim, the Indemnified Parties will have the right to employ separate counsel in each applicable jurisdiction with respect to such Claim and participate in the defence thereof, but the fees and expenses of such counsel will be at the expense of the Indemnified Parties, unless:

(i) employment of such counsel has been authorized in writing by the Corporation;

(ii) the Corporation has not assumed the defence of the action within fourteen (14) days after receiving notice of the Claim; or

(iii) the named parties to any such Claim include both the Corporation and any of the Indemnified Parties, and the Indemnified Parties have been advised by counsel to the Indemnified Parties that there may be a conflict of interest between the Corporation and any Indemnified Party;

in which case such fees and expenses of such counsel to the Indemnified Parties will be borne by the Corporation.

The rights accorded to the Indemnified Parties hereunder shall be in addition to any rights the Indemnified Parties may have at common law or otherwise.

The Corporation hereby acknowledges that the Agent acts for each of the other Indemnified Parties as trustee of the Corporation's covenants under this indemnity with respect to such Indemnified Parties and the Agent agrees to accept such trust and to hold and enforce such covenants on behalf of such Indemnified Parties.

The Corporation agrees that, in any event, no Indemnified Party shall have any liability (either direct or indirect, in contract or tort or otherwise) to the Corporation or to any Person asserting claims on the Corporation's behalf or in right for or in connection with the Offering, except to the extent that any losses, expenses, claims, actions, damages or liabilities incurred by the Corporation are determined by a court or regulatory body of competent jurisdiction in a final judgment that has become non-appealable to have resulted primarily from the breach of this Agreement, breach of Applicable Laws, gross negligence, fraudulent act or wilful misconduct or omission of such Indemnified Party.

If for any reason the foregoing indemnity is unavailable (other than in accordance with the terms hereof) to the Agent or any other Indemnified Party or insufficient to hold the Agent or any other Indemnified Party harmless in respect of a Claim, the Corporation, Agent and other Indemnified Parties shall contribute to the amount paid or payable as a result of such Claim in such proportion as is appropriate to reflect not only the relative benefits received by the Corporation on the one hand and the Agent or any other Indemnified Party on the other hand but also the relative fault of the Corporation, the Agent, or any other Indemnified Party as well as any relevant equitable considerations; provided that the Corporation shall in any event contribute to the amount paid or payable by the Agent or any other Indemnified Party as a result of such Claim any excess of such amount over the amount of the fees received by the Agent in connection with the services rendered under this Agreement.

The indemnity provided herein will remain in full force and effect until all possible liability of the Indemnified Parties arising out of the transactions contemplated by this Agreement is extinguished by the operation of law and will not be limited to or affected by any other indemnity obtained by the Indemnified Persons from any other Person.

12. Agent's Commission. In consideration of the services to be rendered by the Agent in connection with the Offering, the Corporation will pay the Agent a cash fee (the "**Commission**") equal to 6.0% of the gross proceeds raised in the Offering (provided, however that a cash fee equal to 4.0% of the total gross proceeds raised shall be payable to the Agent in respect of proceeds received from President's List Purchasers), 50% of which will be payable upon Closing, and the remaining 50% will be payable directly out of the Escrowed Funds upon satisfaction of the Escrow Release Conditions. The obligation to pay the Commission shall arise in part upon Closing and in part on the Escrow Release Date, and the Commission shall be fully earned by the Agent upon the satisfaction of the Escrow Release Conditions. The Agent will be entitled to appoint a selling group as appropriate to further broaden distribution of the Subscription Receipts, with all retail drawdown fees of such selling group to be borne by the Agent without liability to the Corporation.

13. Right of First Refusal. The Corporation agrees that the Agent shall, until December 29, 2017, have the right of first refusal: (i) to be lead agent or lead underwriter (with the Agent acting as sole bookrunner), as the case may be, and participate (other than with respect to any work fee or similar fee) at a minimum of 45% for all future private or public equity or debt financings of the Corporation (the "Right of First Refusal"), and (ii) to act (or designate an affiliate to act) as financial advisor on any amalgamation, merger, arrangement, take-over bid, share exchange, business combination or similar transaction involving the Corporation or the sale of all, or substantially all, of the Corporation's assets, at the Agent's sole discretion, as applicable. The Right of First Refusal must be exercised by the Agent within five (5) Business Days of the Agent receiving notice in writing from the Corporation that the Corporation intends to proceed with a financing or transaction contemplated hereby. Such notice must contain the specific terms and conditions of such financing or transaction evidenced by a bona fide third party offer. In the event the Agent does not exercise its Right of First Refusal for a particular financing or transaction, the Right of First Refusal shall be terminated for that specific financing or transaction only and such termination shall only be effective if the specific financing or transaction is completed on the terms and conditions set forth in the applicable notice provided to the Agent by the Corporation.

14. Action by the Agent. All steps which must or may be taken by the Agent in connection with the Closing of the Offering, with the exception of the matters relating to: (i) termination of purchase obligations; (ii) waiver and extension; and (iii) indemnification, contribution and settlement, may be taken by the Agent, on behalf of itself, and the Purchasers.

15. Notices. Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a "**notice**") shall be in writing addressed as follows:

(a) If to the Corporation, to it at:

Ressources Minières Augyva Inc. /
Augyva Mining Resources
10 King Street East, Suite 1202
Toronto, Ontario M5C 1C3

Attention: Kuldeep Billan
Email: kbillan@rogers.com

with a copy to (which will not constitute delivery):

Norton Rose Fulbright Canada LLP
200 Bay Street, Suite 3800
Toronto, Ontario M5J 2Z4

Attention: Heidi Reinhart
Email: heidi.reinhart@nortonrosefulbright.com

(b) or if to the Agent:

Canaccord Genuity Corp.
161 Bay Street, Suite 3100
Toronto, Ontario M5J 2S1

Attention: Jason Robertson
Email: jrobertson@canaccordgenuity.com

with a copy to (which will not constitute delivery):

Cassels Brock & Blackwell LLP
2100 Scotia Plaza
40 King Street West
Toronto, Ontario M5H 3C2

Attention: Jay King
Email: jking@casselsbrock.com

or to such other address as any of the parties may designate by notice given to the others.

Each notice shall be personally delivered to the addressee or sent by email or facsimile transmission to the addressee and any such notice delivered or sent in accordance with the foregoing prior to 5:00 p.m. (Toronto time) on a Business Day will be deemed to have been received on the date of delivery or facsimile or email transmission or, if mailed, on the second Business Day following the day of the mailing of the notice. The original of any document sent by facsimile or email transmission shall be subsequently mailed.

16. Time of the Essence. Time shall, in all respects, be of the essence hereof.

17. Canadian Dollars. All references herein to dollar amounts are to lawful money of Canada unless otherwise indicated.

18. Headings. The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.

19. Singular and Plural, etc. Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders.

20. Entire Agreement. This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings including the engagement letter dated December 29, 2016 between the parties hereto. This Agreement may be amended or modified in any respect by written instrument only.

21. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

22. Governing Law. This Agreement shall be governed by and be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

23. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Corporation and the Agent and their respective executors, heirs, successors and permitted assigns; provided that, except as provided herein, this Agreement shall not be assignable by any party without the written consent of the others.

24. Further Assurances. Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

25. Effective Date. This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

26. Counterparts and Facsimile. This Agreement may be executed in any number of counterparts and by facsimile, each of which so executed shall constitute an original and all of which taken together shall form one and the same agreement.

[Remainder of Page Intentionally Left Blank]

If the Corporation is in agreement with the foregoing terms and conditions, please so indicate by executing a copy of this Agreement where indicated below and delivering the same to the Agent.

CANACCORD GENUITY CORP.

Per: *(signed) "Jason Robertson"*
Name: Jason Robertson
Title: Managing Director

The foregoing is hereby accepted on the terms and conditions therein set forth.

DATED as of this 31st day of January, 2017.

RESSOURCES MINIÈRES AUGYVA INC. /

AUGYVA MINING RESOURCES

Per: *(signed) "Kuldeep Billan"*
Name: Kuldeep Billan
Title: CEO

SCHEDULE "A"

DETAILS OF OUTSTANDING CONVERTIBLE SECURITIES AND RIGHTS TO ACQUIRE SECURITIES

This is Schedule "A" to the agency agreement dated as of January 31, 2017 between Ressources Minières Augyva Inc. / Augyva Mining Resources and Canaccord Genuity Corp.

1. 3,450,000 stock options outstanding

2. 43,478,259 warrants outstanding

3. 2,947,022 restricted share units

4. 2,002,978 deferred share units

Note: The material terms of the foregoing securities are accurately described in the Circular.