FIRST AMENDMENT TO THE ASSET TRANSFER AGREEMENT

THIS FIRST AMENDMENT TO THE ASSET TRANSFER AGREEMENT (this "**First Amendment")** dated effective as of December 22, 2017.

BETWEEN:	**FIELDEX EXPLORATION INC**., a corporation subsisting under the *Canada Business Corporations Act*, having its principal place of business at 139 Québec Avenue, Suite 202, Rouyn-Noranda, Québec, J9X 6M8; (hereinafter the "**Vendor**")
AND:	**QUAD RESOURCES INC**., a corporation subsisting under the *Canada Business Corporations Act*, having its principal place of business at 139 Avenue Québec, Suite 202, Rouyn-Noranda, Québec J9X 6M8; (hereinafter the "P**urchaser**")

WHEREAS:

A. the parties, entered into an asset transfer agreement on September 21, 2017 (the "**Asset Transfer Agreement**") pursuant to which the parties agreed that in connection with a reverse take-over (the "**RTO**") to be effected by the Vendor with Idénergie Inc. ("**Idénergie**") to transfer substantially all of its assets and all of its liabilities to the Purchaser in accordance with the terms and conditions thereof;

B. on December 22, 2017, the Vendor, Idénergie and the securityholders of Idénergie have entered into an agreement amending a share exchange agreement dated September 21, 2017 (the "**Share Exchange Agreement**") in connection with the RTO; and

C. in connection with the amendment amendments to the Share Exchange Agreement, the parties wish to amend the Asset Transfer Agreement in order to extend the date of closing and correct and update certain information as set out in this First Amendment to the Asset Transfer Agreement (the "**First Amendment**").

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Preamble

The preamble hereto shall form an integral part hereof.

2. Definitions

Capitalized terms used in this First Amendment but not defined herein shall have the respective meanings ascribed to them in the Asset Transfer Agreement.

3. Amendments to Recitals

The fourth Paragraph of the Recitals of the Asset Transfer Agreement is hereby amended by deleting the terms “the date hereof” therein and replacing them with “September 21, 2017, as amended on December 22, 2017,”.

4. Amendments to Definitions

Paragraph 1.1 of the Asset Transfer Agreement is hereby amended by:

4.1 Deleting the date “November 30, 2017” in the definition of “**Closing Date**” and replacing it with the date “March 31, 2018”.

4.2 Deleting the definition of “**Excluded Assets**” in its entirety and replacing it with the following:

> *““**Excluded Assets**” means assets of the Vendor comprised of cash and cash equivalents having an aggregate minimum value of $303,400;”*

4.3 Deleting the figure “$912,122” in the definition of “**Fieldex Litigation**” and replacing it with the figure “$634,817.49”.

5. Asset Transfer Agreement Remains in Effect and Confirmation

Except as amended by this First Amendment, the Asset Transfer Agreement remains unchanged and in full force and effect. The Asset Transfer Agreement and this First Amendment shall hereafter be read together and shall collectively constitute one (1) agreement.

6. Successors and Assigns

All of the covenants and agreements in this First Amendment shall be binding upon the parties and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties and their respective successors and assigns pursuant to the terms and conditions of the Asset Transfer Agreement and this First Amendment.

7. Governing Law

This First Amendment shall be construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

8. Counterparts and Delivery

This First Amendment may be executed in several counterparts and delivered by a facsimile or PDF copy of an original execution page bearing the signature of each party hereto, each of which when so executed shall be deemed to be an original, and such counterparts or facsimile or PDF copies thereof together shall comprise one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear the date as of the date above written.

9. English Language

The parties confirm that it is their wish that this First Amendment as well as any other documents relating hereto including notices, have been and shall be drawn up in English only. *Les parties aux présentes confirment leur volonté à l'effet que la présente convention de modification, ainsi que tous les documents s'y rapportant, soient tous rédigés en langue anglaise.*

(The remainder of this page has been left intentionally blank.)

IN WITNESS WHEREOF the Parties hereto have executed this First Amendment as at the date first written above.

FIELDEX EXPLORATION INC.

per: *(signed) Martin Dallaire*
Name: Martin Dallaire
Title: President and Chief Executive Officer

QUAD RESOURCES INC.

per: *(signed) Martin Dallaire*
Name: Martin Dallaire
Title: President and Chief Executive Officer