SECOND AMENDMENT TO THE ASSET TRANSFER AGREEMENT

THIS SECOND AMENDMENT TO THE ASSET TRANSFER AGREEMENT (this "**Second Amendment**"**)** dated effective as of March 26, 2018.

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 "**Purchaser**")

WHEREAS:

A. the parties, entered into an asset transfer agreement on September 21, 2017 (the "**Asset Transfer Agreement**") as amended by a first amendment to the Asset Transfer Agreement dated December 22, 2017 (the "**First Amendment**") 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 all of its assets, except the Excluded Assets, and all of its liabilities to the Purchaser in accordance with the terms and conditions thereof;

B. the Parties wish to further amend the Asset Transfer Agreement to provide for certain changes relating to the terms of the Spin-Out, to amend certain definitions and in order to extend certain dates as set out in this Second Amendment to the Asset Transfer Agreement; and

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 Second 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 adding the terms "and March 26, 2018" after "December 22, 2017".

4. Amendments to Definitions

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

4.1 Deleting the date "March 31, 2018" in the definition of "**Closing Date**" and replacing it with the date "June 30, 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 marketable securities having an aggregate minimum value of $303,400 and the Lac Sairs Property;"*

4.3 By adding the following definition:

> *""**Lac Sairs Property**" means the Lac Sairs rare earth elements mining property of Fieldex comprised of 26 mining claims located in the Temiscamingue region in the province of Québec;"*

5. Amendment to Purchase Price

Paragraph 3.1 of the Asset Transfer Agreement is hereby amended by deleting the figure "$1,000,000" and replacing it with the figure "$1,280,014".

Paragraph 3.2 of the Asset Transfer Agreement is hereby amended by deleting the reference to "ten million (10,000,000)" and replacing it with "twelve million eight hundred thousand one hundred forty-eight (12,800,148)".

6. Amendments to Schedule Schedule 2.1

Schedule 2.1 - *List of Mining Claims Comprising Fieldex Mining Properties* of the Asset Transfer Agreement is hereby amended by deleting all the references to the mining claims for the Lac Sairs Property.

7. Asset Transfer Agreement Remains in Effect and Confirmation

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

8. Successors and Assigns

All of the covenants and agreements in this Second 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, the First Amendment and this Second Amendment.

9. Governing Law

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

10. Counterparts and Delivery

This Second 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.

11. English Language

The Parties confirm that it is their wish that this Second 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 Second 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