MERGER AGREEMENT

THIS AGREEMENT dated as of the 16th day of January, 2013.

AMONG:

FLEMISH GOLD CORP., a corporation existing under the federal laws of Canada (hereinafter referred to as "**Flemish**")

OF THE FIRST PART

- and -

8403015 CANADA INC., a corporation existing under the federal laws of Canada (hereinafter referred to as "**Subco**")

OF THE SECOND PART

- and -

MANICOUAGAN MINERALS INC., a corporation existing under the federal laws of Canada (hereinafter referred to as "**Manicouagan**")

OF THE THIRD PART

WHEREAS:

1. Flemish and Subco wish to amalgamate and continue as one corporation to be known by such name as Flemish may determine, all in accordance with the terms and conditions hereof;

2. Subco is a wholly-owned subsidiary of Manicouagan, incorporated solely for the purposes of amalgamating with Flemish, and has not carried on any active business;

3. Manicouagan and Flemish are parties to the Letter of Intent (as defined herein) which contemplates the Amalgamation (as defined herein); and

4. the parties have entered into this Agreement to provide for the matters referred to in the foregoing recitals and for other matters relating to the proposed amalgamation;

NOW THEREFORE IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT THE PARTIES HERETO AGREE AS FOLLOWS:

1. Definitions. In this Agreement (including the recitals hereto) and each Schedule hereto:

"**Act**" means the *Canada Business Corporations Act* as from time to time amended or re-enacted;

"**Agreement**" means this merger agreement;

"**Amalco**" means the continuing corporation constituted upon the amalgamation of the Amalgamating Parties pursuant to the Amalgamation;

"**Amalco Shares**" means the common shares in the capital of Amalco;

"**Amalgamating Parties**" means Flemish and Subco;

"**Amalgamation**" means an amalgamation of Flemish and Subco under the provisions of Section 181 of the Act and otherwise on the terms and subject to the conditions set forth in this Agreement;

"**Amalgamation Agreement**" means the form of amalgamation agreement to be entered into between Flemish, Manicouagan and Subco in accordance with the terms hereof, in substantially the form set forth in Schedule "A" hereto;

"**Business Day**" means a day other than a Saturday, Sunday or a civic or statutory holiday in the City of Toronto, Ontario;

"**By-Law Amendments**" means the amendments to the by-laws of Manicouagan to be considered and, if deemed fit, approved by Manicouagan Shareholders at the Manicouagan Meeting, as further set forth in Schedule "C" hereto;

"**Certificate**" means the certificate of amalgamation issued by the Director in respect of the Amalgamation;

"**Confidentiality**" means to maintain in confidence and not to disclose the applicable information to third parties, except:

(a) employees, officers, directors, consultants, agents and other representatives that need to know or ought to know in order to discharge their respective duties in an efficient manner; or

(b) persons that are or may be interested in advancing, loaning, investing or otherwise providing potential debt or equity to a party, including banks, financial institutions, brokerage companies and their respective employees, officers, directors, consultants, agents and other representatives, provided, however, that such persons agree to maintain the information to be disclosed in confidence;

and "**Confidential**" and "**Confidence**" shall have similar meanings.

"**Consolidation**" means the consolidation of the Manicouagan Shares on the basis of one (1) "new" Manicouagan Post-Consolidation Share for every six (6) "old" Manicouagan Shares, to be considered for approval by the Manicouagan Shareholders at the Manicouagan Meeting;

"**Director**" means the Director appointed under Section 260 of the Act;

"**Disclosure Documents**" means the Filing Statement and Manicouagan Information Circular, collectively;

"**Dissenting Flemish Shares**" means the Flemish Shares held by Dissenting Shareholders;

"**Dissenting Shareholder**" means a registered holder of Flemish Shares who validly exercises the right of dissent available to such holder under Section 190 of the Act in respect of the special resolution approving the Amalgamation;

"**Effective Date**" means the effective date of the Amalgamation as set forth in the Certificate;

"**Environmental Laws**" means all applicable federal, provincial, municipal or local laws, regulations, orders, Government decrees or ordinances with respect to environmental, health or safety matters;

"**Exchange Ratio**" means one (1) Manicouagan Post-Consolidation Share, Manicouagan Replacement Option or Manicouagan Replacement Warrant, as the case may be, to be issued for every one (1) Flemish Share, Flemish Option or Flemish Warrant, as applicable, held as of the Effective Date;

"**Filing Statement**" means the filing statement of Manicouagan to be prepared in connection with the Amalgamation, in such form as may be agreed upon by Flemish and Manicouagan in accordance with the rules of the TSXV;

"**Flemish Assets**" means the assets of Flemish and the Flemish Subsidiaries, including the mineral exploration properties of Flemish located in Republic of Burundi, East Africa, and the mineral rights as fully described in the Flemish Technical Report;

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

"**Flemish Convertible Securities**" means the Flemish Options and the Flemish Warrants, collectively;

"**Flemish Disclosed Information**" means all information disclosed in writing to Manicouagan (or its representatives) by Flemish in connection with Manicouagan's due diligence review process;

"**Flemish Financial Statements**" means the financial statements of Flemish as at and for the period ended September 30, 2012, comprising, in part, the Flemish Disclosed Information;

"**Flemish Information Circular**" means the management information circular of Flemish to be prepared in connection with the Flemish Meeting, in such form as may be agreed upon by Flemish and Manicouagan in accordance with applicable law;

"**Flemish Material Adverse Effect**" means any event, change or effect that is or would reasonably be expected to be materially adverse to the consolidated financial condition, operations, assets, liabilities, or business of Flemish; provided, however, that a Flemish Material Adverse Effect shall not include an adverse effect resulting from a change: (i) which arises out of or in connection with a matter that has been publicly disclosed or otherwise disclosed in writing to Manicouagan or its representatives by Flemish or its representatives prior to the date of this Agreement; (ii) resulting from conditions affecting the mineral resource industry as whole; or (iii) resulting from general economic, financial, currency exchange, securities or commodity market conditions.

"**Flemish Meeting**" means the special meeting of the Flemish Shareholders to be held to approve, amongst other matters, the Amalgamation;

"**Flemish Options**" means stock options of Flemish outstanding as of the date hereof pursuant to the existing stock option plan of Flemish, each entitling the holder to acquire one Flemish Share at exercise prices ranging from $0.215 to $1.00, and bearing expiry dates ranging from May 20, 2014 to March 26, 2018, all forming part of the Flemish Disclosed Information, and as further disclosed in Schedule "B" attached hereto;

"**Flemish Rights**" means the 1,018,000 rights held by certain Flemish Shareholders outstanding as of the date hereof, every ten (10) of which entitle the holder thereof to acquire one (1) additional Flemish Share for no additional consideration upon certain stated events and as further disclosed in Schedule "B" attached hereto;

"**Flemish Securityholder**" means a registered holder of securities of Flemish immediately prior to the Effective Date;

"**Flemish Shareholder**" means a registered holder of Flemish Shares immediately prior to the Effective Date;

"**Flemish Shares**" means the common shares of Flemish, as constituted as of the date hereof;

"**Flemish Subsidiaries**" means Flemish Investments Ltd., Kivu Gold Rwanda, Flemish Investment Burundi and Pearl Mining Limited, collectively;

"**Flemish Technical Report**" means the technical report dated September 10, 2012 with an effective date of August 1, 2012 and entitled "Fourth Technical Report on the Muhwazi, Giteranyi, Gakere and Tora-Kibezi Mineral Exploration Properties of Flemish Gold Corporation in the Republic of Burundi, East Africa" as prepared by Martin J. Taylor, P.Geo.;

"**Flemish Unit Warrants**" means common share purchase warrants of Flemish to be issued pursuant to the Private Placement, each entitling the holder to acquire one Flemish Share at an exercise price of $0.60 for a period of 24 months, subject to adjustment in accordance with the terms of the certificates evidencing the Flemish Unit Warrants;

"**Flemish Warrants**" means (i) an aggregate of 17,282,500 common share purchase warrants of Flemish outstanding as of the date hereof, each entitling the holder to acquire one Flemish Share at exercise prices ranging from $0.60 to $1.20, and bearing expiry dates ranging from May 3, 2013 to December 27, 2014, all forming part of the Flemish Disclosed Information; and (ii) the Flemish Unit Warrants, collectively, and as further disclosed in Schedule "B" attached hereto;

"**Going Public Transaction**" means either (a) a Public Offering with a concurrent listing on a recognized Canadian stock exchange; or (b) a transaction which provides holders of the Flemish Shares with comparable liquidity that such holders would receive if a Public Offering occurs, whether by means of a reverse take-over, merger, arrangement, take-over bid, insider bid, reorganization, joint venture, sale of all or substantially all assets, exchange of assets or similar transaction or other combination with a public corporation, including without limitation any single or multi-step transaction or series of related transactions that is structured to result in such liquidity;

"**Government**" means:

(a) the government of Canada, or any foreign country;

(b) the government of any Province, county, municipality, city, town, or district of Canada, or any foreign country; and

(c) any ministry, agency, department, authority, commission, administration, corporation, bank, court, magistrate, tribunal, arbitrator, instrumentality, or political subdivision of, or within the geographical jurisdiction of, any government described in the foregoing clauses (a) and (b).

"**Governmental**" means pertaining to any Government.

"**Letter of Intent**" means the letter of intent dated as of December 21, 2012 between Manicouagan and Flemish, setting forth the terms and conditions of the Amalgamation;

"**Lock-up Agreements**" means the lock-up agreements between Flemish and each of the directors of Manicouagan and their associates, entered into prior to the date hereof;

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

"**Manicouagan Disclosed Information**" means all information (i) disclosed in writing to Flemish (or its representatives) by Manicouagan in connection with Flemish's due diligence review process; or (ii) otherwise available to Flemish (or its representatives) by way of public disclosure by Manicouagan;

"**Manicouagan Financial Statements**" means the financial statements of Manicouagan included in the Filing Statement or otherwise as filed on SEDAR;

"**Manicouagan Information Circular**" means the management information circular of Manicouagan to be prepared in connection with, among other matters, the Consolidation, the Name Change, the By-Law Amendments and the Amalgamation (if required by the TSXV), in such form as may be agreed upon by Flemish and Manicouagan in accordance with applicable law and the rules of the TSXV;

"**Manicouagan Material Adverse Effect**" means any event, change or effect that is or would reasonably be expected to be materially adverse to the consolidated financial condition, operations, assets, liabilities, or business of Manicouagan provided, however, that a Manicouagan Material Adverse Effect shall not include an adverse effect resulting from a change: (i) which arises out of or in connection with a matter that has been publicly disclosed or otherwise disclosed in writing to Flemish or its representatives by Manicouagan or its representatives prior to the date of this Agreement; (ii) resulting from conditions affecting the mineral resource industry as whole; or (iii) resulting from general economic, financial, currency exchange, securities or commodity market conditions;

"**Manicouagan Meeting**" means the special meeting of the Manicouagan Shareholders to be held to approve, amongst other matters, the Consolidation, the Name Change, the By-Law Amendments and the Amalgamation (if required by the TSXV);

"**Manicouagan Options**" mean the 1,651,000 stock options of Manicouagan issued and outstanding as of the date hereof, each exercisable to acquire one Manicouagan Share at exercise prices ranging from $0.10 to $2.00 per share, until expiry dates ranging from January 14, 2013 to April 4, 2017, and as further disclosed in Schedule "B" attached hereto;

"**Manicouagan Post-Consolidation Shares**" means the common shares in the capital of Manicouagan, as constituted immediately following the Consolidation;

"**Manicouagan Replacement Options**" means the stock options of Manicouagan to be issued in exchange for the Flemish Options in connection with the Amalgamation, each entitling the holder to acquire one Manicouagan Post-Consolidation Share and otherwise bearing the same terms and conditions as the Flemish Options so exchanged;

"**Manicouagan Replacement Warrants**" means common share purchase warrants of Manicouagan to be issued in exchange for the Flemish Warrants in connection with the Amalgamation, each entitling the holder to acquire one Manicouagan Post-Consolidation Share and otherwise bearing the same terms and conditions as the Flemish Warrants so exchanged;

"**Manicouagan Shareholder**" means a registered holder of Manicouagan Shares at the applicable time;

"**Manicouagan Shares**" means the common shares in the capital of Manicouagan, as constituted as of the date of this Agreement;

"**Manicouagan Warrants**" mean the 15,303,000 share purchase warrants of Manicouagan issued and outstanding as of the date hereof, each exercisable to acquire one Manicouagan Share at exercise prices ranging from $0.10 to $1.50 per share, until expiry dates ranging from May 8, 2013 to December 16, 2015, and as further disclosed in Schedule "B" attached hereto;

"**Name Change**" means the change of the name of Manicouagan to "Flemish Gold Corp." or such other name as may be acceptable to Flemish and the applicable regulatory authorities, to be considered for approval by the Manicouagan Shareholders at the Manicouagan Meeting;

"**person**" means any corporation, partnership, limited liability company or partnership, joint venture, trust, unincorporated association or organization, business, enterprise or other entity; any individual; and any Government;

"**Private Placement**" means the private placement of Units by Flemish in such amounts as may be determined at the sole discretion of Flemish, to be completed prior to the Effective Date;

"**Public Offering**" means an initial public offering in Canada of securities of Flemish or a successor to Flemish;

"**SEDAR**" means the Canadian Securities Administrators' System for Electronic Document Analysis and Retrieval;

"**Subco Shares**" means the common shares of Subco;

"**Superior Proposal**" means an unsolicited bona fide written proposal in respect of a Take-over Proposal in the case of Manicouagan, or a Going Public Transaction in the case of Flemish, which, in the opinion of the board of directors of the party which is the subject of such Superior Proposal, after consultation with its financial advisors, constitutes a commercially feasible transaction for which adequate financial arrangements have been made and which could be carried out within a time frame that is reasonable in the circumstances and, if consummated, would be a transaction superior to the Amalgamation and related matters contemplated hereby from a financial point of view the shareholders of the party which is the subject of such Superior Proposal;

"**Take-over Proposal**" means a proposal or offer by a third person other than as contemplated in this Agreement, whether or not subject to a due diligence condition and whether or not in writing, to acquire in any manner, directly or indirectly, beneficial ownership of all or any material portion of Manicouagan's assets or any of its subsidiaries or to acquire in any manner, directly or indirectly, beneficial ownership of or control or direction over greater than 20% of Manicouagan's outstanding securities whether by way of take-over bid, arrangement, amalgamation, merger, consolidation or other business combination, including without limitation any single or multi-step transaction or series of related transactions that is structured to permit such third person to acquire beneficial ownership of all or any material portion of Manicouagan's assets or any of the subsidiaries or to acquire in any manner, directly or indirectly, greater than 20% of its outstanding securities;

"**Taxes**" shall have the meaning set forth in Section 12(k) hereof;

"**Transfer Agent**" means Computershare Investor Services Inc., in its capacity as registrar and transfer agent for the Manicouagan Shares;

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

"**Unit**" means a unit of Flemish issuable pursuant to the Private Placement, each such Unit consisting of one Flemish Share and one Flemish Unit Warrant.

2. **Amalgamation**. The Amalgamating Parties hereby agree to amalgamate and continue as one corporation under the provisions of the Act upon the terms and conditions hereinafter set out. Each of Manicouagan and Flemish acknowledge and agree that (i) the Amalgamation and the matters related thereto as contemplated hereby are subject to (a) the receipt of all regulatory

approvals, including without limitation the approval of the TSXV; and (b) the receipt of all applicable approvals of the Amalgamation by the shareholders of each of Flemish, Manicouagan and Subco, all in accordance with applicable law and the regulations of the TSXV; and (ii) in connection with the Amalgamation, certain Manicouagan Post-Consolidation Shares, including those issued in exchange for issued and outstanding Flemish Shares, may be subject to escrow if required by the TSXV. In furtherance of the foregoing, subject to the terms and conditions herein set forth and on the basis of the covenants, representations, warranties and agreements of the parties herein contained, each of Flemish, Subco and Manicouagan covenant and agree to:

(a) enter into the Amalgamation Agreement forthwith after receipt of all applicable regulatory approvals and the requisite approvals of the shareholders of each of Flemish and Subco to the Amalgamation, all as further set forth herein;

(b) co-operate with each other in the preparation and submission of the Disclosure Documents, and in connection therewith provide the other parties with such information and material concerning its affairs as such other parties shall reasonably request;

(c) use all commercially reasonable efforts and do all things necessary or reasonably desirable on its part to facilitate the implementation of the Amalgamation and all related matters in connection therewith as set forth in the Disclosure Documents by April 11, 2013, including without limiting the generality of the foregoing, applying for, obtaining and/or effecting as applicable: (i) the approval of the TSXV for the Amalgamation and the listing thereon of the Manicouagan Post-Consolidation Shares to be issued in connection therewith; (ii) causing all applicable securityholders to enter into the requisite escrow agreements required by the TSXV in connection with item (i) above; and (iii) obtaining such other consents, orders or approvals as counsel to Flemish, Subco and Manicouagan may advise are necessary or desirable to be obtained for the implementation of the Amalgamation, including without limitation those referred to in Sections 9, 10 and 11 hereof, and preparing and delivering all necessary documents in connection therewith;

(d) use all commercially reasonable efforts to obtain all applicable shareholder and regulatory approvals (including, without limitation, the approval of the TSXV) in connection with each of the Name Change, By-Law Amendments and Consolidation, and file articles of amendment under the Act in connection with the completion of the Amalgamation to give effect thereto; and

(e) take and cause to be taken such other steps and actions and execute such other documents, agreements and instruments as may be reasonably necessary or desirable in connection with the consummation of the transactions contemplated hereby.

3. **Effect of Amalgamation**. On the Effective Date, in accordance with the Act:

(a) the amalgamation of the Amalgamating Parties and their continuance as one corporation, Amalco, under the terms and conditions prescribed in this Agreement shall be effective;

(b) the property of each of the Amalgamating Parties shall continue to be the property of Amalco;

(c) Amalco shall continue to be liable for the obligations of each of the Amalgamating Parties;

(d) any existing cause of action, claim or liability to prosecution with respect to either or both of the Amalgamating Parties shall be unaffected;

(e) any civil, criminal or administrative action or proceeding pending by or against any of the Amalgamating Parties may be continued to be prosecuted by or against Amalco;

(f) any conviction against, or ruling, order or judgment in favour of or against, any of the Amalgamating Parties may be enforced by or against Amalco;

(g) the articles of amalgamation of Amalco shall be deemed to be the articles of incorporation of Amalco and the Certificate shall be deemed to be the Certificate of Incorporation of Amalco;

(h) the Manicouagan Board shall be reconstituted to consist of six (6) directors comprised of one (1) nominee of Manicouagan and five (5) nominees of Flemish (in each case subject to the receipt of applicable regulatory approvals); and

(i) each of the existing officers of Manicouagan shall resign other than Mr. Erik Martin as Chief Financial Officer, and such resigning officers shall be replaced by nominees of Flemish including the appointment of Mr. Jean-Charles Potvin as President and Chief Executive Officer (in each case subject to the receipt of applicable regulatory approvals).

4. **Treatment of Securities**. Subject to Section 20 hereof, on the Effective Date:

(a) each issued and outstanding Subco Share shall be converted into one fully paid Amalco Share;

(b) subject to Section 4(i), all issued and outstanding Flemish Shares (including all Flemish Shares issued pursuant to the Private Placement) shall be converted into fully paid and non-assessable Manicouagan Post-Consolidation Shares on the basis of the Exchange Ratio, and all such Flemish Shares shall be cancelled;

(c) in consideration of the issuance by Manicouagan of the Manicouagan Post-Consolidation Shares pursuant to Section 4(b), Amalco shall issue to Manicouagan one (1) fully paid Amalco Share for each Manicouagan Post-Consolidation Share so issued;

(d) each one (1) outstanding Flemish Option shall be exchanged for one (1) Manicouagan Replacement Option and shall represent a right to acquire Manicouagan Post-Consolidation Shares on the same terms and conditions (subject to compliance with the rules of the TSXV) and at their economic equivalent;

(e) each one (1) outstanding Flemish Warrant shall be exchanged for one (1) Manicouagan Replacement Warrant and shall represent a right to acquire Manicouagan Post-Consolidation Shares on the same terms and conditions (subject to compliance with the rules of the TSXV) and at their economic equivalent;

(f) the 1,018,000 Flemish Rights shall expire unconverted in accordance with their terms;

(g) any Manicouagan Options held by individuals who shall not continue as directors or officers of Manicouagan upon the completion of the Amalgamation pursuant to Section

3(h) hereof, shall expire on the date which is two years following the Effective Date (subject to compliance with the rules of the TSXV);

(h) any Manicouagan Replacement Options held by individuals who have resigned or shall resign as directors or officers of Flemish at any time during the period commencing on the date of the Letter of Intent and ending on the Effective Date, shall expire on the date which is two years following the Effective Date (subject to compliance with the rules of the TSXV); and

(i) Flemish Shares which are held by a Dissenting Shareholder shall not be converted as prescribed by Section 4(b). However, if a Dissenting Shareholder fails to perfect or effectively withdraws its claim under Section 190 of the Act or forfeits its right to make a claim under Section 190 of the Act or if its rights as a shareholder of Flemish are otherwise reinstated, such Dissenting Shareholder's Dissenting Flemish Shares shall thereupon be deemed to have been converted as of the Effective Date as prescribed by Section 4(b).

5. **Fractional Shares**. Notwithstanding Section 4 of this Agreement, no fractional Manicouagan Post-Consolidation Shares, Manicouagan Replacement Options or Manicouagan Replacement Warrants will be issuable to Flemish Securityholders pursuant to the Amalgamation, and no cash payment or other form of consideration will be payable in lieu thereof. Any such fractional interest in a Manicouagan Post-Consolidation Share, Manicouagan Replacement Option or Manicouagan Replacement Warrant to which a Flemish Securityholder would otherwise be entitled pursuant to the Amalgamation will be rounded down to the nearest whole Manicouagan Post-Consolidation Share, Manicouagan Replacement Option or Manicouagan Replacement Warrant, as the case may be.

6. **Certificates**.

(a) On the Effective Date:

(i) the Flemish Shareholders (other than Dissenting Shareholders who are ultimately entitled to be paid fair value for their Dissenting Flemish Shares) shall be deemed to be the registered holders of the Manicouagan Post-Consolidation Shares to which they are entitled hereunder. With respect to any Flemish Shareholder which has previously taken delivery of certificates representing such holder's Flemish Shares, such holder shall be required to deliver and surrender to the Transfer Agent such certificates representing all such Flemish Shares which have been exchanged for Manicouagan Post-Consolidation Shares in accordance with Section 4(b) hereof, and such other documentation as may be required by the Transfer Agent, following which the Transfer Agent shall, as soon as practicable, issue to such Flemish Shareholder certificates representing the number of Manicouagan Post-Consolidation Shares to which such holder is entitled. With respect to any Flemish Shareholder which has not previously taken delivery of certificates representing such holder's Flemish Shares, the Transfer Agent shall, as soon as practicable, issue to such Flemish Shareholder certificates representing the number of Manicouagan Post-Consolidation Shares to which such holder is entitled without any further action on the part of such Flemish Shareholder;

(ii) Manicouagan, as the registered holder of the Subco Shares, shall be deemed to be the registered holder of the Amalco Shares to which it is entitled hereunder and, upon surrender of the certificates representing such Subco Shares to Amalco, Manicouagan shall be entitled to receive a share certificate representing the number of Amalco Shares to which it is entitled as set forth in Section 4 hereof; and

(iii) share certificates evidencing Flemish Shares shall cease to represent any claim upon or interest in Flemish or Amalco other than the right of the registered holder to receive pursuant to the terms hereof and the Amalgamation, Manicouagan Post-Consolidation Shares in accordance with Section 4 hereof, all as further set forth in the Filing Statement.

7. **Stated Capital**. The amount to be added to the stated capital account maintained in respect of the Amalco Shares in connection with the issue of Amalco Shares under Section 4 hereof on the Effective Date shall be the amount which is the sum of the stated capital of the issued and outstanding Flemish Shares and of the stated capital of the issued and outstanding Subco Shares immediately prior to the Amalgamation.

8. **Articles of Amalgamation.** Upon the Flemish Shareholders and the sole shareholder of Subco approving the Amalgamation on the terms and subject to the conditions set forth in this Agreement, in each case in accordance with applicable law, and provided that the conditions to the completion of the Amalgamation specified in Sections 15, 16 and 17 hereof have then been satisfied or waived (to the extent such waiver is permitted hereunder), Flemish and Subco shall jointly file, in duplicate, with the Director, articles of amalgamation in prescribed form providing for the Amalgamation and such other documents as may be required pursuant to the Act.

9. **Covenants of Flemish**. Flemish hereby covenants and agrees with Subco and Manicouagan that it will:

(a) convene and hold the Flemish Meeting as soon as reasonably practicable and, in connection therewith, prepare the Flemish Information Circular as promptly as practicable, which Flemish Information Circular shall include a recommendation of the Flemish Board that the Flemish Shareholders vote in favour of the Amalgamation, and which recommendation shall not be withdrawn or amended in any manner other than where required in connection with the exercise by the Flemish Board of their fiduciary duties;

(b) as promptly as reasonably practicable, prepare the Disclosure Documents with Manicouagan, together with any other documents required by the TSXV or applicable legislation in connection with the approval of the Amalgamation, By-Law Amendments, Consolidation, Name Change and other matters to be considered at the Manicouagan Meeting;

(c) act in good faith and use its commercially reasonable efforts to cause each of the conditions precedent to the Amalgamation set forth in Sections 15 and 16 hereof to be complied with as soon as reasonably possible;

(d) cooperate with Manicouagan in connection with its application to the TSXV for approval of each of the Amalgamation, Consolidation and Name Change;

(e) unless Manicouagan otherwise agrees in writing, such consent not to be unreasonably withheld, until the earlier of the Effective Date or the date that this Agreement is terminated by its terms,

(i) conduct its business only in the usual and ordinary course of business, and consistent with past practice, and use all commercially reasonable efforts to maintain and preserve its business, assets and advantageous business relationships;

(ii) not: (i) except as may be necessary to consummate the transactions contemplated hereby, amend its constituent documents; (ii) declare, set aside or pay any dividend or make any other distribution or payment (whether in cash, shares or property) in respect of its outstanding securities; (iii) redeem, purchase or otherwise acquire any of its outstanding shares or other securities; (iv) split, combine or reclassify any of its shares; (v) adopt a plan of liquidation or resolutions providing for its liquidation, dissolution, merger, consolidation or reorganization; (vi) enter into or modify any contract, agreement, commitment or arrangement with respect to any of the foregoing; or (vii) issue or agree to issue any Flemish Shares, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, Flemish Shares other than (x) the aggregate number of Flemish Shares issuable upon exercise of the Flemish Convertible Securities as set forth herein (whether or not currently subject to any vesting restrictions); and (y) in connection with the Private Placement;

(iii) except as may be necessary to consummate the transactions contemplated hereby (including, without limitation, the Private Placement), not directly or indirectly enter into any material transaction or sell, pledge, dispose of or encumber any of its assets;

(iv) not make any payment to any employee, officer or director outside of their ordinary and usual compensation for services provided;

(v) not grant any officer, director or employee an increase in compensation in any form, grant any general salary increase, take any action with respect to the amendment or grant of any severance or termination pay policies or arrangements for any directors, officers or employees, nor adopt or amend any stock option or other employee compensation plans, nor make any loan to any officer, director or any other party not at arm’s length;

(vi) not adopt or amend or make any contribution to any bonus, cost plus employee benefit plan, profit sharing, option, deferred compensation, insurance, incentive compensation, other compensation or other similar plan, agreement, trust, fund or arrangements for the benefit of employees, except as is necessary to comply with the law or with respect to existing provisions of any such plans, programs, arrangements or agreements;

(vii) maintain in force its current policies of insurance and pay all premiums in respect of such insurance policies that become due after the date hereof; and

(viii) not take any action or refrain from taking any action inconsistent with this Agreement which might reasonably be expected to directly or indirectly interfere with or affect the consummation of the Amalgamation, other than to respond to any inquiries received in accordance with the fiduciary obligations of its directors; and

(f) subject to the approval of the shareholders of each of Flemish, Manicouagan and Subco being obtained for the completion of the Amalgamation and subject to all applicable regulatory approvals being obtained, including the conditional approval of the TSXV, thereafter jointly with Subco, file with the Director the articles of amalgamation and such other documents as may be required to give effect to the Amalgamation upon and subject to the terms and conditions of this Agreement.

10. **Covenants of Manicouagan**. Manicouagan hereby covenants and agrees with Flemish that it will:

(a) convene and hold the Manicouagan Meeting as soon as reasonably practicable, and use its best efforts to obtain all applicable approvals of the TSXV to the Amalgamation, and in connection therewith, as promptly as reasonably practicable, prepare the Disclosure Documents with Flemish, together with any other documents required by applicable legislation in connection with the approval of, amongst other matters, each of the Name Change, Consolidation, By-Law Amendments and Amalgamation; and include in the Manicouagan Information Circular a recommendation of the Manicouagan Board that the Manicouagan Shareholders vote in favour of each of the Name Change, By-Law Amendments, Consolidation and Amalgamation (if required by the TSXV), and which recommendation shall not be withdrawn or amended in any manner other than where required in connection with the exercise by the Manicouagan Board of their fiduciary duties;

(b) sign a special resolution as the sole shareholder of Subco in favour of the approval of the Amalgamation, this Agreement and the transactions contemplated hereby in accordance with the Act;

(c) act in good faith and use its commercially reasonable efforts to cause each of the conditions precedent set forth in Sections 15 and 17 hereof to be complied with as soon as reasonably possible;

(d) use its commercially reasonable efforts to assist Flemish in connection with the completion of the Private Placement, and as promptly as reasonably practicable, prepare the Flemish Information Circular with Flemish, together with any other documents required by applicable legislation in connection with the approval of the Amalgamation;

(e) unless Flemish otherwise agrees in writing, such consent not to be unreasonably withheld, until the earlier of the Effective Date or the date that this Agreement is terminated by its terms,

(i) not carry on any business or activity other than as contemplated herein, and use all commercially reasonable efforts to preserve its corporate existence, and maintain and preserve its assets and advantageous business relationships;

(ii) not: (i) except as may be necessary to consummate the transactions contemplated hereby, amend its constituent documents; (ii) declare, set aside or pay any dividend or make any other distribution or payment (whether in cash, shares or property) in respect of its outstanding securities; (iii) redeem, purchase or otherwise acquire any of its outstanding shares or other securities; (iv) split, combine or reclassify any of its shares; (v) adopt a plan of liquidation or resolutions providing for its liquidation, dissolution, merger, consolidation or reorganization; (vi) enter into or modify any contract, agreement, commitment or arrangement with respect to any of the foregoing; or (vii) issue or agree to issue any Manicouagan Shares, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, Manicouagan Shares other than the aggregate number of Manicouagan Shares issuable upon exercise of the Manicouagan Options and Manicouagan Warrants as set forth herein (whether or not currently subject to any vesting restrictions);

(iii) not directly or indirectly enter into any material transaction or sell, pledge, dispose of or encumber any of its assets;

(iv) not make any payment to any employee, officer or director outside of their ordinary and usual compensation for services provided;

(v) not grant any officer, director or employee an increase in compensation in any form, grant any general salary increase, take any action with respect to the amendment or grant of any severance or termination pay policies or arrangements for any directors, officers or employees, nor adopt or amend any stock option or other employee compensation plans, nor make any loan to any officer, director or any other party not at arm’s length;

(vi) not adopt or amend or make any contribution to any bonus, cost plus employee benefit plan, profit sharing, option, deferred compensation, insurance, incentive compensation, other compensation or other similar plan, agreement, trust, fund or arrangements for the benefit of employees;

(vii) maintain in force its current policies of insurance and will pay all premiums in respect of such insurance policies that become due after the date hereof; and

(viii) not take any action or refrain from taking any action inconsistent with this Agreement which might reasonably be expected to directly or indirectly interfere with or affect the consummation of the Amalgamation or any of the matters related thereto as contemplated hereby, other than to respond to any inquiries received in accordance with the fiduciary obligations of its directors;

(f) subject to the approval of the shareholders of each of Flemish and Manicouagan being obtained for the completion of the Amalgamation, and the obtaining of all applicable regulatory approvals, including the conditional approval of the TSXV, issue that number of Manicouagan Post-Consolidation Shares, Manicouagan Replacement Options and Manicouagan Replacement Warrants as required by Sections 4(b), 4(d) and 4(e) hereof, respectively; and

(g) not approve or register the transfer of any of the securities which are subject to the provisions of the Lock-up Agreements, except as expressly permitted by the Lock-up Agreements.

11. **Covenants of Subco**. Subco hereby covenants and agrees with Flemish that it will:

(a) on the Effective Date, be a corporation which has, at no time, carried on any active business (other as is necessary to effect the Amalgamation);

(b) use its commercially reasonable efforts to cause each of the conditions precedent set forth in Sections 15 and 17 hereof to be complied with;

(c) unless Flemish otherwise agrees in writing, until the earlier of the Effective Date or the date that this Agreement is terminated by its terms,

(i) not conduct any business (other than as required in connection with the Amalgamation), and shall use all commercially reasonable efforts to maintain and preserve its corporate existence;

(ii) not directly or indirectly, amend its constating documents, declare, set aside or pay any dividend or other distribution or payment or otherwise to or for the benefit of its shareholders or reduce its stated capital, or issue or agree to issue any Subco Shares, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, Subco Shares;

(iii) not make any payment to any employee, officer or director;

(iv) not grant any officer, director or employee any compensation in any form, take any action with respect to the amendment or grant of any severance or termination pay policies or arrangements for any directors, officers or employees, nor adopt or amend any stock option or other employee compensation plans, nor make any loan to any officer, director or any other party not at arm's length;

(v) not adopt or amend or make any contribution to any bonus, cost plus employee benefit plan, profit sharing, option, deferred compensation, insurance, incentive compensation, other compensation or other similar plan, agreement, trust, fund or arrangements for the benefit of employees; and

(vi) not take any action or refrain from taking any action inconsistent with this Agreement which might reasonably be expected to directly or indirectly interfere with or affect the consummation of the Amalgamation or any of the matters related thereto as contemplated hereby.

(d) subject to the approval of the shareholders of Flemish, Manicouagan and Subco being obtained with respect to the Amalgamation and subject to the obtaining of all applicable regulatory approvals, including the conditional approval of the TSXV, thereafter jointly with Flemish file with the Director the articles of amalgamation and such other documents as may be required to give effect to the Amalgamation upon and subject to the terms and conditions of this Agreement.

12. **Representations and Warranties of Manicouagan**. Manicouagan represents and warrants to and in favour of Flemish and Subco as follows, and acknowledges that Flemish and Subco are relying upon such representations and warranties:

(a) Manicouagan is a corporation existing under the federal laws of Canada and has the corporate power, capacity and authority to carry on its business as currently conducted; own, lease and operate its property and assets; enter into and perform its obligations under this Agreement in accordance with the provisions hereof; and to (i) issue and deliver the Manicouagan Post-Consolidation Shares in connection with the Amalgamation; (ii) create, issue and deliver the Manicouagan Replacement Options and Manicouagan Replacement Warrants; and (iii) sell, issue and deliver the Manicouagan Post-Consolidation Shares underlying the Manicouagan Replacement Options and the Manicouagan Replacement Warrants pursuant to Sections 4(d) and 4(e) hereof;

(b) this Agreement has been duly authorized, executed and delivered by Manicouagan and constitutes a valid and binding obligation of Manicouagan enforceable in accordance with its terms (subject to such limitations and prohibitions as may exist or may be enacted in applicable laws relating to bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement or winding-up and other laws, rules and regulations of general application affecting the rights, powers, privileges, remedies and/or interests of creditors generally) and no other corporate proceeding on the part of Manicouagan, other than the submission of the Amalgamation, Consolidation and Name Change to the holders of the Manicouagan Shares, is necessary to authorize this Agreement and the transactions contemplated hereby;

(c) the issue and delivery of the Manicouagan Post-Consolidation Shares and creation, issue and delivery of the Manicouagan Replacement Options and Manicouagan Replacement Warrants and the issue, sale and delivery of the Manicouagan Post-Consolidation Shares underlying the Manicouagan Replacement Options and the Manicouagan Replacement Warrants pursuant to Section s 4(d) and 4(e) hereof, each upon due exercise thereof in accordance with the terms thereof and all pursuant to the Amalgamation, will all have been authorized by all necessary corporate action on the part of Manicouagan as of the Effective Date;

(d) there is no requirement to make any filing with, give any notice to, or obtain any authorization of, any Governmental authority, or to obtain any consent, approval or authorization of any other party or person (other than the approval of the Manicouagan Shareholders), as a condition to the lawful completion of the transactions contemplated by this Agreement, including specifically the Amalgamation, Consolidation and Name Change, except for the filing of articles of amalgamation giving effect to the Amalgamation, and other filings, notifications and authorizations required under applicable corporate laws and the rules and policies of the TSXV;

(e) on the Effective Date, (i) the Manicouagan Post-Consolidation Shares to be issued to the Flemish Shareholders will be duly and validly issued and outstanding as fully paid and non-assessable; (ii) the Manicouagan Replacement Options and Manicouagan Replacement Warrants will be duly and validly created and issued; and (iii) the Manicouagan Post-Consolidation Shares underlying the Manicouagan Replacement Options and Manicouagan Replacement Warrants will be authorized or reserved for issuance upon exercise of the Manicouagan Replacement Options and Manicouagan Replacement Warrants, respectively, and, upon such exercise and payment of the applicable exercise price, will be duly and validly issued as fully paid and non-assessable Manicouagan Post-Consolidation Shares;

(f) Manicouagan has no material "subsidiary", as such term is defined in the Act;

(g) the authorized capital of Manicouagan consists of an unlimited number of Manicouagan Shares, of which 36,211,249 Manicouagan Shares are issued and outstanding as of the date of this Agreement, all of which shares are fully paid and non-assessable;

(h) other than the Manicouagan Options and the Manicouagan Warrants as stated in Schedule "B" or as contemplated hereby in connection with the Amalgamation, no person, firm, corporation or other entity holds any securities convertible or exchangeable into securities of Manicouagan, or now has any agreement, warrant, option, right or privilege (whether pre-emptive or contractual) being or capable of becoming an agreement, option or right for the purchase, subscription or issuance of any unissued shares, securities (including convertible securities) or warrants of Manicouagan, other than as contemplated hereby in connection with the Amalgamation or as set forth in the Manicouagan Financial Statements;

(i) the authorized capital of Subco consists of an unlimited number of Subco Shares. An aggregate of one (1) Subco Share is issued and outstanding, all of which are owned by Manicouagan. No person, firm, corporation or other entity holds any securities convertible or exchangeable into securities of Subco, or now has any agreement, warrant, option, right or privilege (whether pre-emptive or contractual) being or capable of becoming an agreement, option or right for the purchase, subscription or issuance of any unissued shares, securities (including convertible securities) or warrants of Subco;

(j) other than as disclosed to Flemish in writing, Manicouagan is the absolute beneficial owner of, and has good and marketable title to, all of the assets thereof free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever, Manicouagan does not know of any claim or basis for any claim that might or could adversely affect the right thereof to use, transfer or otherwise exploit such assets and Manicouagan has no responsibility or obligation to pay any commission, fee or other payment to any person with respect to the assets thereof;

(k) all 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 arrears, penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable or required to be collected or withheld and remitted, by Manicouagan have been paid, collected or withheld and remitted, as applicable, other than an aggregate amount of $12,328 which is payable to the relevant tax authorities over twelve months in 2013. All tax returns, declarations, remittances and filings required to be filed by Manicouagan have been filed with all appropriate Governmental authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom that would make any of them misleading. No examination of any tax return of Manicouagan 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 Manicouagan. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of taxes with respect to Manicouagan;

(l) Manicouagan is now, and on the Effective Date will be, a reporting issuer in the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland, and is up to date and not in default with respect to all material filings required to be completed by Manicouagan in connection therewith. The issued and outstanding Manicouagan Shares are listed and posted for trading on the TSXV;

(m) Manicouagan is not in default or breach of this Agreement, and none of (i) the execution and delivery of, and the compliance with the terms of, this Agreement; (ii) the completion of the Amalgamation in accordance with the terms hereof; (iii) the issue and delivery of the Manicouagan Post-Consolidation Shares in connection with the Amalgamation; (iv) the creation, issue and delivery of the Manicouagan Replacement Options or Manicouagan Replacement Warrants; nor (v) the issue, sale and delivery of the Manicouagan Post-Consolidation Shares upon due exercise of the Manicouagan Replacement Options or the Manicouagan Replacement Warrants pursuant to Sections 4(d) and 4(e) hereof, will result in a material breach of, 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, and do not and will not conflict with: (i) any material statute, rule or regulation applicable to Manicouagan; (ii) any of the terms, conditions or provisions of the constating documents or by-laws or resolutions of the directors or shareholders of Manicouagan; (iii) any material trust indenture, agreement, instrument, lease or other document to which Manicouagan is a party or will be contractually bound as of the Effective Date; or (iv) any material judgment, decree or order binding on Manicouagan, or any of its assets, which default, breach or conflict might reasonably be expected to result in a Manicouagan Material Adverse Effect;

(n) the Manicouagan Financial Statements: (i) are, in all material respects, consistent with the books and records of Manicouagan for the periods covered thereby; (ii) contain and reflect all material adjustments for the fair presentation of the results of operations and the financial condition of the business of Manicouagan for the periods covered thereby; (iii) present fully, fairly and correctly, the assets and financial condition of Manicouagan as at the dates thereof and the results of operations and the changes in financial position for the periods then ended; and (iv) have been prepared in accordance with accounting principles generally accepted in Canada consistently applied (except as to changes in accounting policies publicly disclosed by Manicouagan), and there has been no Manicouagan Material Adverse Effect since the date of such statements;

(o) the annual and interim financial statements and management discussion and analysis, press releases and material change reports filed by Manicouagan with the securities commissions in British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland preceding the date hereof are in all material respects accurate and up to date and omit no facts, the omission of which makes the public record or any particulars therein, materially misleading or incorrect;

(p) there are no actions, suits, proceedings or inquiries, pending, threatened or outstanding against or affecting Manicouagan at law or in equity or before or by any federal, state, provincial, municipal or other Governmental department, commission, board, bureau, agency or instrumentality which in any way could reasonably be expected to result in a Manicouagan Material Adverse Effect;

(q) no order ceasing or suspending trading in securities of Manicouagan or prohibiting the sale of securities by Manicouagan has been issued that remains outstanding and, to its knowledge, no proceedings for this purpose have been instituted, are pending, contemplated or threatened by any securities commission or self-regulatory organization, and Manicouagan is not in default of any material requirement of any applicable securities legislation;

(r) Manicouagan has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its securities of any class, or, directly or indirectly, redeemed, purchased or otherwise acquired any of its securities or agreed to do any of the foregoing;

(s) since the date of its incorporation, Manicouagan has conducted its business and operations in accordance with good mining industry practices and in material compliance with all applicable laws, rules, regulations, orders and directions of Government and other competent authorities, subject to exceptions which do not have a Manicouagan Material Adverse Effect;

(t) Manicouagan has no assets other than as set forth in the Manicouagan Financial Statements. Since September 30, 2012, other than as disclosed to Flemish in writing, Manicouagan has not incurred any debts or liabilities, absolute, contingent or otherwise, other than as incurred in connection with the transactions contemplated hereby, and other than liabilities which would not reasonably be expected to result in a Manicouagan Material Adverse Effect, and Manicouagan has granted no general security over its assets. Manicouagan is not party to any agreement for the issuance of "flow-through shares", as defined in subsection 66(15) of the *Income Tax Act* (Canada), for which the required expenditures have not been incurred;

(u) since the date of its incorporation, Subco has not conducted any active business (other than any business required in connection with the Amalgamation), and has no material assets and no liabilities;

(v) no agent, broker, investment banker or other firm or person is or will be entitled to claim against Manicouagan, Subco or Flemish for any broker's or finder's fee or other commission or similar fee incurred by Manicouagan or Subco in connection with any of, or the consummation of any of, the transactions contemplated hereby or the Amalgamation;

(w) other than as disclosed to Flemish in writing, neither Manicouagan nor Subco is a party to any material contract or commitment; or a party to or bound by any guarantee, indemnification, surety or similar obligations; or a party to any (i) material joint venture or similar agreement; (ii) indenture, mortgage, note, instalment obligation, agreement or other instrument relating to the borrowing of money by the relevant company; or (iii) contract which will limit in any respect the freedom of any such company to compete in any line of business or with any person in any way;

(x) Computershare Investor Services Inc. has been duly appointed as the registrar and transfer agent for the Manicouagan Shares;

(y) the description of Manicouagan and Subco contained in each of the Disclosure Documents and Flemish Information Circular shall not, at the time of both (i) in the case of the Filing Statement, the first submission thereof by Manicouagan to the TSXV; and (ii) the final effective date thereof, fail to be true and correct in any material respect or contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading; provided however, that no representation is made by Manicouagan with respect to any other information contained in the Disclosure Documents or Flemish Information Circular;

(z) the severance obligation to management and employees of Manicouagan in connection with the Amalgamation is Nil; and

(aa) since September 30, 2012, Manicouagan has not purchased, leased or otherwise acquired, or agreed to purchase, lease or otherwise acquire, any additional properties or assets.

13. **Representation and Warranties of Flemish**. Flemish represents and warrants to and in favour of Manicouagan and Subco as follows, and acknowledges that Manicouagan and Subco are relying upon such representations and warranties:

(a) Flemish is a corporation existing under the federal laws of Canada and has the power, capacity and authority to carry on its business as currently conducted; own, lease and operate its property and assets; and enter into and perform its obligations under this Agreement in accordance with the provisions hereof;

(b) this Agreement has been duly authorized, executed and delivered by Flemish and constitutes a valid and binding obligation of Flemish enforceable in accordance with its terms (subject to such limitations and prohibitions as may exist or may be enacted in applicable laws relating to bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement or winding-up and other laws, rules and regulations of general application affecting the rights, powers, privileges, remedies and/or interests of creditors generally) and no other corporate proceeding on the part of Flemish, other than the submission of the Amalgamation to the Flemish Shareholders, is necessary to authorize this Agreement and the transactions contemplated hereby;

(c) there is no requirement on the part of Flemish to make any filing with, give any notice to, or obtain any authorization of, any Governmental authority, or to obtain any consent, approval or authorization of any other party or person (other than the approval of Flemish Shareholders as required by the Act), as a condition to the lawful completion of the transactions contemplated by this Agreement, including specifically the Amalgamation, except for the filing of the articles of amalgamation giving effect to the Amalgamation and other filings, notifications and authorizations required under applicable securities laws and the rules of the TSXV;

(d) Flemish has no material "subsidiary", as such term is defined in the Act, other than the Flemish Subsidiaries;

(e) the authorized capital of Flemish consists of an unlimited number of Flemish Shares and an unlimited number of preferred shares, of which 65,495,274 Flemish Shares and no preferred shares are outstanding as of the date hereof, all of which are outstanding as fully paid and non-assessable;

(f) no person, firm, corporation or other entity holds any securities convertible or exchangeable into securities of Flemish or now has any agreement, warrant, option, right or privilege (whether pre-emptive or contractual) being or capable of becoming an agreement, option or right for the purchase, subscription or issuance of any unissued shares, securities (including convertible securities) or warrants of Flemish, other than pursuant to the Flemish Convertible Securities and the Flemish Rights as further stated in Schedule "B", and in connection with the Private Placement and the Amalgamation;

(g) Flemish is the absolute legal and beneficial owner of, and has good and marketable title to, all of the material property or assets thereof free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever, other than those reflected or reserved against in the Flemish Financial Statements or reflected in the Flemish Technical Report and subject to the usual qualifications on title in respect of ground leases to utilities, municipal agreements, railway siding agreements, easements for streets, alleys, highways, telephone lines, gas pipelines, power lines and railways, and no other property rights are necessary for the conduct of the businesses of Flemish as currently conducted, Flemish does not know of any claim or basis for any claim that might or could adversely affect the right thereof to use, transfer or otherwise exploit such property rights and Flemish does not have any responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any person with respect to the property rights thereof other than as set forth in the Flemish Disclosed Information;

(h) other than as disclosed in the Flemish Disclosed Information, (i) all Taxes due and payable or required to be collected or withheld and remitted, by Flemish have been paid, collected or withheld and remitted, as applicable; (ii) all tax returns, declarations, remittances and filings required to be filed by Flemish have been filed with all appropriate Governmental authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom that would make any of them misleading; (iii) no examination of any tax return of Flemish 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 Flemish; and (iv) there are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of taxes with respect to Flemish;

(i) Flemish is not a reporting issuer or the equivalent in any jurisdiction. The issued and outstanding Flemish Shares do not trade on any stock exchange;

(j) Flemish is not in default or breach of this Agreement, and none of: (i) the execution and delivery of, and the compliance with the terms of, this Agreement; or (ii) the completion of the Amalgamation in accordance with the terms hereof, will result in a material breach of, 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, and do not and will not conflict with: (i) any material statute, rule or regulation applicable to Flemish; (ii) any of the terms, conditions or provisions of the constating documents or by-laws or resolutions of the directors or shareholders of Flemish; (iii) any material trust indenture, agreement, instrument, lease or other document to which Flemish is a party or will be contractually bound as of the Effective Date; or (iv) any material judgment, decree or order binding on Flemish, or any of its assets, which default, breach or conflict might reasonably be expected to result in a Flemish Material Adverse Effect;

(k) the Flemish Financial Statements: (i) are, in all material respects, consistent with the books and records of Flemish for the periods covered thereby; (ii) contain and reflect all material adjustments for the fair presentation of the consolidated results of operations and the financial condition of the business of Flemish for the periods covered thereby; and (iii) present fully, fairly and correctly, in all material respects, the consolidated assets and financial condition of Flemish as at the dates thereof and the results of operations and the changes in financial position for the periods then ended;

(l) there are no actions, suits, proceedings or inquiries, outstanding, pending or threatened against or affecting Flemish, at law or in equity or before or by any federal, state, provincial, municipal or other Governmental department, commission, board, bureau, agency or instrumentality which in any way could reasonably be expected to result in a Flemish Material Adverse Effect;

(m) no order ceasing or suspending trading in securities of Flemish or prohibiting the sale of securities by Flemish has been issued that remains outstanding and, to its knowledge, no proceedings for this purpose have been instituted, are pending, contemplated or threatened by any securities commission or self-regulatory organization, and Flemish is not in default of any material requirement of any applicable securities legislation;

(n) Flemish has no reason to believe that the Flemish Technical Report unreasonably overstates any data relating to any of Flemish's properties, in each case based on the facts and assumptions therein set forth;

(o) Flemish has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its securities of any class, or, directly or indirectly, redeemed, purchased or otherwise acquired any of its securities or agreed to do any of the foregoing;

(p) Flemish is not aware of any of the directors or officers of Flemish receiving any objections from securities regulatory authorities to their serving in their respective current corporate capacities;

(q) the operations of Flemish are and have been conducted in accordance with good mining industry practices and in material compliance with applicable laws, rules, regulations, orders and directions of Government and other competent authorities, subject to exceptions which do not have a Flemish Material Adverse Effect;

(r) Flemish has no assets other than as set forth in the Flemish Financial Statements. Other than as disclosed to Manicouagan in writing, Flemish has no liabilities other than as set forth in the Flemish Financial Statements or as incurred in connection with the transactions contemplated hereby, other than liabilities which would not reasonably be expected to result in a Flemish Material Adverse Effect;

(s) no agent, broker, investment banker or other firm or person is or will be entitled to claim against Flemish, Subco or Manicouagan for any broker's or finder's fee or other commission or similar fee incurred by Flemish in connection with any of, or the consummation of any of, the transactions contemplated hereby or the Amalgamation, other than the Private Placement as set forth herein;

(t) other than as disclosed in the Flemish Disclosed Information, Flemish is not a party to any material contract or commitment; or a party to or bound by any guarantee, indemnification, surety or similar obligations; or a party to any (i) material joint venture or similar agreement; (ii) indenture, mortgage, note, instalment obligation, agreement or other instrument relating to the borrowing of money by the relevant company; or (iii) contract which will limit in any respect the freedom of any such company to compete in any line of business or with any person in any way, except in any case which would not reasonably be expected to result in a Flemish Material Adverse Effect;

(u) the description of Flemish contained in the Disclosure Documents and the Flemish Information Circular shall not, at both (i) in the case of the Filing Statement, the time of the first submission thereof by Manicouagan to the TSXV; or (ii) the final effective date thereof, fail to be true and correct in any material respect or contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading; provided however, that no representation is made by Flemish with respect to any other information contained in the Disclosure Documents or Flemish Information Circular;

(v) the severance obligation to management and employees of Flemish in connection with the Amalgamation as contemplated hereby (including in accordance with Section 3(i) hereof) is Nil;

(w) since the date of Flemish Financial Statements, Flemish has not purchased, leased or otherwise acquired, or agreed to purchase, lease or otherwise acquire, any additional properties or assets; and

(x) The Flemish Assets as disclosed in the Flemish Technical Report represent all of the material mineral interests and rights of Flemish (including any material claims, concessions, exploration licences, exploitation licences, prospecting permits, mining leases and mining rights, in each case, either existing under contract, by operation of law or otherwise). Other than the Flemish Assets as disclosed in the Flemish Technical Report, Flemish does not own or have any interest in any material mineral interests and rights. Flemish is the sole legal and beneficial owner of all right, title and interest in and to the Flemish Assets as disclosed in the Flemish Technical Report, free and clear of any encumbrances, other than as set forth in the Flemish Technical Report or those reflected or reserved against in the Flemish Financial Statements, and subject to the usual qualifications on title in respect of ground leases to utilities, municipal agreements, railway siding agreements, easements for streets, alleys, highways, telephone lines, gas pipelines, power lines and railways. The Flemish Assets as disclosed in the Flemish Technical Report are in good standing under applicable laws and all work required to be performed and filed in respect thereof has been performed and filed, all Taxes, rentals, fees, expenditures and other payments due in respect thereof as of the date hereof have been paid or incurred and all filings required to be made in respect thereof as of the date hereof have been made. There is no material adverse claim against or challenge to the title to or ownership of the Flemish Assets as disclosed in the Flemish Technical Report. Flemish has the exclusive right to deal with the Flemish Assets as disclosed in the Flemish Technical Report, other than as set forth in the Flemish Technical Report. No person other than Flemish or a Flemish Subsidiary has any interest in the Flemish Assets as disclosed in the Flemish Technical Report, or the production or profits therefrom or any royalty in respect thereof or any right to acquire any such interest, other than as set forth in the Flemish Technical Report. There are no options, back-in rights, earn-in rights, rights of first refusal or similar provisions or rights which would affect Flemish's interest in the Flemish Assets as disclosed in the Flemish Technical Report, other than as set forth in the Flemish Technical Report. There are no material restrictions on the ability of Flemish to use, transfer or exploit the Flemish Assets as disclosed in the Flemish Technical Report, except pursuant to the applicable law or as set forth in the Flemish Technical Report. Flemish has not received any notice, whether written or oral, from any Government or any revocation or intention to revoke any interest of Flemish in any of the Flemish Assets as disclosed in the Flemish Technical Report. Flemish has all necessary rights to access the lands which comprise the Flemish Assets as disclosed in the Flemish Technical Report, and to perform the exploration work thereon as presently being conducted by Flemish, and no third party or group holds any such rights that are required by Flemish to explore the Flemish Assets as disclosed in the Flemish Technical Report, other than as set out in the appropriate claim or land titles registry system.

14. **Representations and Warranties of Subco**. Subco represents and warrants to and in favour of Flemish and Manicouagan as follows, and acknowledges that Flemish and Manicouagan are relying upon such representations and warranties:

(a) Subco is duly authorized to execute and deliver this Agreement and this Agreement is a valid and binding agreement, enforceable against Subco in accordance with its terms (subject to such limitations and prohibitions as may exist or may be enacted in applicable laws relating to bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement or winding-up and other laws, rules and regulations of general application affecting the rights, powers, privileges, remedies and/or interests of creditors generally); and

(b) Subco has been incorporated solely for the purpose of the Amalgamation and has never carried on any active business (other than such business required in connection with the Amalgamation), and has no material assets and no liabilities.

15. **General Conditions Precedent**. The respective obligations of the parties hereto to consummate the transactions contemplated hereby, and in particular the Amalgamation, are subject to the satisfaction, on or before the Effective Date, of the following conditions:

(a) the Amalgamation shall be approved by (i) the sole shareholder of Subco by way of written resolution executed by such sole shareholder; and (ii) the requisite majority of the Manicouagan Shareholders, all in accordance with the applicable provisions of the TSXV and the Act;

(b) the Amalgamation shall be approved by Flemish Shareholders holding in the aggregate, at least 66 2/3% of the voting rights attaching to all issued and outstanding Flemish Shares, at the Flemish Meeting, all in accordance with the applicable provisions of the Act;

(c) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement, including, without limitation, the Amalgamation;

(d) all necessary regulatory approvals to effect the transactions contemplated herein shall have been obtained, including the conditional approval of the TSXV to the listing thereon of Manicouagan Post-Consolidation Shares to be issued and reserved for issuance in connection with the Amalgamation;

(e) all applicable securityholders shall have entered into the requisite escrow agreements required by the TSXV as a condition of the final TSXV approval of the Amalgamation; and

(f) this Agreement shall not have been terminated pursuant to Section 19 hereof.

16. **Conditions to Obligations of Manicouagan and Subco**. The obligations of Manicouagan and Subco to consummate the transactions contemplated hereby and in particular the issue of the Manicouagan Post-Consolidation Shares in connection with the Amalgamation, are subject to the satisfaction, on or before the Effective Date, of the following conditions:

(a) each of the acts of Flemish to be performed on or before the Effective Date pursuant to the terms of this Agreement shall have been duly performed by it and there shall have been no Flemish Material Adverse Effect from and after the date hereof to the Effective Date;

(b) Manicouagan and Subco shall have received a certificate from a senior officer of Flemish confirming that the conditions set forth in Sections 15 and 17 hereof have been satisfied;

(c) the representations, warranties, covenants and agreements of Flemish set forth in this Agreement shall be true and correct in all material respects as of the date of the Agreement and Manicouagan and Subco shall have received a certificate from a senior officer of Flemish confirming that the representations, warranties, covenants and agreements of Flemish set forth in this Agreement shall be true and correct as of the Effective Date as if made by Flemish immediately preceding the Amalgamation on the Effective Date (other than as a result of the closing of the Private Placement);

(d) the number of Flemish Shares in respect of which Flemish Shareholders have dissented in connection with the resolutions authorizing the Amalgamation shall not exceed 10% of the aggregate number of issued and outstanding Flemish Shares; and

(e) the board of directors of Flemish shall have adopted all necessary resolutions to permit the consummation of the Amalgamation and all related matters contemplated in connection therewith as set forth in the Disclosure Documents.

The conditions described above are for the exclusive benefit of Manicouagan and Subco and may be asserted by Manicouagan and Subco regardless of the circumstances, and such conditions (other than the condition set forth in Section 16(e) above) may be waived by Manicouagan and Subco in their sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Manicouagan and Subco may have.

17. **Conditions to Obligations of Flemish**. The obligations of Flemish to consummate the transactions contemplated hereby and in particular the Amalgamation are subject to the satisfaction, on or before the Effective Date, of the following conditions:

(a) each of the Name Change, By-Law Amendments and Consolidation shall be approved by the requisite majority approval at the Manicouagan Meeting, and all applicable regulatory approvals shall have been received in connection therewith, all in accordance with the applicable provisions of the Act and TSXV;

(b) Manicouagan shall have filed articles of amendment to give effect to the Consolidation;

(c) each of the acts of Manicouagan and Subco to be performed on or before the Effective Date pursuant to the terms of this Agreement shall have been duly performed by them and there shall have been no Manicouagan Material Adverse Effect from and after the date hereof to the Effective Date;

(d) Flemish shall have received a certificate from a senior officer of each of Manicouagan and Subco confirming that the conditions set forth in Sections 15 and 16 hereof have been satisfied;

(e) the representations, warranties, covenants and agreements of Manicouagan set forth in this Agreement shall be true and correct in all material respects as of the date of the Agreement and Flemish shall have received a certificate from a senior officer of Manicouagan and Subco confirming that the representations, warranties, covenants and agreements of each of Manicouagan and Subco set forth in this Agreement shall be true and correct as of the Effective Date as if made by Manicouagan immediately preceding the Amalgamation on the Effective Date;

(f) each of the officers and directors of Manicouagan shall have each delivered irrevocable resignations to Manicouagan effective upon the completion of the Amalgamation, other than (i) Mr. Erik Martin as Chief Financial Officer; and (ii) a single nominee director of Manicouagan who shall remain on the Manicouagan Board following the Effective Date;

(g) the board of directors of Manicouagan and Subco shall have adopted all necessary resolutions to permit the consummation of the Amalgamation, By-Law Amendments, Consolidation, Name Change and all related matters contemplated in connection therewith as set forth in the Disclosure Documents; and

(h) each of the Lock-up Agreements shall be and remain in full force and effect, unamended, and each of the parties thereto (other than Flemish) shall be, in all material respects, in full compliance with their respective obligations thereunder.

The conditions described above are for the exclusive benefit of Flemish and may be asserted by Flemish regardless of the circumstances, and such conditions (other than the condition set forth in Section 17(g) above) may be waived by Flemish in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Flemish may have.

18. **Amendment**. This Agreement may at any time and from time to time be amended by written agreement of the parties hereto without, subject to applicable law, further notice to or authorization on the part of their respective shareholders and any such amendment may, without limitation:

(a) change the time for performance of any of the obligations or acts of the parties hereto;

(b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;

(c) waive compliance with or modify any of the covenants contained herein and waive or modify performance of any of the obligations of the parties hereto; or

(d) waive compliance with or modify any other conditions precedent contained herein;

provided that no such amendment shall change the provisions hereof regarding (i) the consideration to be received by Flemish Shareholders in exchange for their Flemish Shares without approval by the Flemish Shareholders given in the same manner as required for the approval of the Amalgamation; or (ii) the terms of the Amalgamation without approval by the Manicouagan Shareholders given in the same manner as required for the approval of the Amalgamation, as set out herein.

19. **Termination**. This Agreement may be terminated:

(a) at any time prior to January 21, 2013, by either Flemish or Manicouagan (on behalf of itself and Subco) in the event that either such party, in its sole discretion, is not satisfied with the results of its due diligence investigation;

(b) at any time prior to the issuance of the Certificate, by mutual agreement of the respective boards of directors of the parties hereto, without further action on the part of the shareholders of Flemish, Manicouagan or Subco;

(c) at any time after April 11, 2013, by either Flemish or Manicouagan (on its behalf and on behalf of Subco) if the Certificate has not been issued by the Director on or before such date, without further action on the part of the shareholders of Flemish, Manicouagan or Subco;

(d) upon written notice by Manicouagan (on its behalf and on behalf of Subco) to Flemish, at any time prior to the Effective Date, if any of the conditions required to be satisfied hereunder pursuant to Sections 15 or 16 hereof have not been satisfied (or waived by Manicouagan, on its own behalf and on behalf of Subco, to the extent permitted hereunder) prior to the Effective Date or if Flemish is in default under any of its material obligations under this Agreement; or

(e) upon written notice by Flemish to Manicouagan (on its own behalf and on behalf of Subco), at any time prior to the Effective Date, if any of the conditions required to be satisfied hereunder pursuant to Sections 15 or 17 hereof have not been satisfied (or waived by Flemish, to the extent permitted hereunder) prior to the Effective Date or if Manicouagan or Subco is in default under any of its material obligations under this Agreement.

Following the termination of this Agreement in accordance with any of the above provisions, this agreement will terminate but the provisions in Sections 22 (Costs and Expenses) and 24 (Confidentiality) shall remain binding and enforceable and in full force and effect.

20. **Dissenting Shareholders**. On the earlier of the Effective Date, the making of an agreement between a Dissenting Shareholder and Flemish for the purchase of their Dissenting Flemish Shares or the pronouncement of a court order both pursuant to Section 190 of the Act, a Dissenting Shareholder shall cease to have any rights as a Flemish Shareholder other than the right to be paid the fair value of its Dissenting Flemish Shares in the amount agreed to or as ordered by the court, as the case may be. Notwithstanding anything in this Agreement to the contrary, Dissenting Flemish Shares which are held by a Dissenting Shareholder shall not be exchanged for Manicouagan Post-Consolidation Shares on the Effective Date as provided in Section 4 hereof. However, in the event that a Dissenting Shareholder fails to perfect or effectively withdraws the Dissenting Shareholder's claim under Section 190 of the Act or otherwise forfeits the Dissenting Shareholder's right to make a claim under Section 190 of the Act, the Dissenting Shareholder's Dissenting Flemish Shares shall thereupon be deemed to have

been exchanged as of the Effective Date for Manicouagan Post-Consolidation Shares on the basis set forth in Section 4 hereof.

21. **Survival**. The representations and warranties of Flemish, Subco and Manicouagan contained in this Agreement or any document or certificate given pursuant hereto shall terminate as of the Effective Date.

22. **Costs and Expenses**. The parties acknowledge and agree that, whether or not the transactions contemplated hereby are completed, all costs and expenses relating to the transactions contemplated by this Agreement will be paid by the party incurring same.

23. **Binding Effect**. This Agreement shall be binding upon and enure to the benefit of the parties hereto.

24. **Confidentiality**. All information provided to or received by the parties hereunder shall be treated as Confidential ("**Confidential Information**"). Subject to the provisions of this Section 24, no Confidential Information shall be published by any party hereto without the prior written consent of the others, but such consent in respect of the reporting of factual data shall not be unreasonably withheld. The consent required by this Section 24 shall not apply to a disclosure to:

(a) comply with any applicable laws, stock exchange rules or a regulatory authority having jurisdiction;

(b) a director, officer or employee of a party;

(c) an affiliate (within the meaning of the Act) of a party;

(d) a consultant, contractor or subcontractor of a party that has a bona fide need to be informed;

(e) any third party to whom the disclosing party may assign any of its rights under this Agreement; or

(f) a bank or other financial institution from which the disclosing party is seeking equity or debt financing,

provided, however, that in the case of subsection (e) the third party or parties, as the case may be, agree to maintain in confidence any of the Confidential Information so disclosed to them.

The obligations of confidence and prohibitions against use of Confidential Information under this Agreement shall not apply to information that the disclosing party can show by reasonable documentary evidence or otherwise:

(a) as of the date of this Agreement, was in the public domain;

(b) after the date of this Agreement, was published or otherwise became part of the public domain through no fault of the disclosing party or an affiliate thereof (but only after, and only to the extent that, it is published or otherwise becomes part of the public domain); or

(c) was information that the disclosing party or its affiliates were required to disclose pursuant to the order of any Governmental authority or judicial authority.

25. **Non-Solicitation.**

(a) Subject to any fiduciary obligations of its directors (including, without limitation, the fiduciary obligation to respond to any unsolicited inquiries received), Manicouagan agrees that during the period from the date hereof until the Effective Date, it:

(i) shall immediately cease and cause to be terminated any existing discussions or negotiations or other proceedings initiated prior to the date hereof by it, or its officers, directors, employees, financial advisors, representatives and agents ("**Representatives**") or others with respect to all Take-over Proposals;

(ii) shall not solicit or cause or facilitate anyone else to solicit any Take-over Proposal;

(iii) shall not provide information concerning its securities, assets or business to anyone for or in furtherance of anything mentioned in subsections (a)(i) or (a)(ii) other than as required by law or the applicable regulations and policies of the TSXV;

(iv) shall not, and shall not authorize any of its Representatives to, directly or indirectly, solicit, initiate or encourage (including by way of furnishing information) any inquiries or the making of any proposal that constitutes or may reasonably be expected to lead to a Take-over Proposal from any person, or engage in any discussion, negotiations or inquiries relating thereto; and

(v) shall (i) immediately notify Flemish if Manicouagan or any of its Representatives receives any indications of interest, requests for information or offers in respect of any Take-over Proposal; and (ii) provide full details to Flemish of the terms of any such indication, request or offers, subject to any contractual obligations of confidentiality.

(b) Subject to any fiduciary obligations of its directors (including, without limitation, the fiduciary obligation to respond to any unsolicited inquiries received), Flemish agrees that during the period from the date hereof until the Effective Date, it:

(i) shall immediately cease and cause to be terminated any existing discussions or negotiations or other proceedings initiated prior to the date hereof by it, or its officers, directors, employees, financial advisors, representatives and agents ("**Flemish Representatives**") or others with respect to all Going Public Transactions;

(ii) shall not solicit or cause or facilitate anyone else to solicit any Going Public Transaction;

(iii) shall not provide information concerning its securities, assets or business to anyone for or in furtherance of anything mentioned in subsections (b)(i) or (b)(ii) other than as required by law;

(iv) shall not, and shall not authorize any of its Flemish Representatives to, directly or indirectly, solicit, initiate or encourage (including by way of furnishing information) any inquiries or the making of any proposal that constitutes or may reasonably be expected to lead to a Going Public Transaction from any person, or engage in any discussion, negotiations or inquiries relating thereto; and

(v) shall (i) immediately notify Manicouagan if Flemish or any of its Flemish Representatives receives any indications of interest, requests for information or offers in respect of any Going Public Transaction; and (ii) provide full details to Manicouagan of the terms of any such indication, request or offers, subject to any contractual obligations of confidentiality.

(c) Notwithstanding any other provision hereof, the foregoing provisions of this Section 25 shall not prevent the directors of Manicouagan or Flemish acting in good faith from taking any action in respect of a Superior Proposal, that is required based on the written advice of outside counsel in discharge of their fiduciary duties, subject to first providing notice to the other party hereto of the details of such action.

26. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supercedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties with respect to the subject matter hereof, including without limitation the Letter of Intent.

27. **Assignment**. No party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of each of the other parties.

28. **Press Releases**. Notwithstanding any other provision hereof, all press releases issued by any of Subco, Manicouagan and/or Flemish in connection with the Amalgamation or other matters contemplated hereby must be provided to each of Manicouagan and Flemish for approval and comment prior to their release, provided however that this Section 28 shall not be interpreted so as to prohibit any party from complying with its timely disclosure obligations under applicable law.

29. **Further Assurances**. Each of the parties hereto agrees to execute and deliver such further instruments and to do such further reasonable acts and things as may be necessary or appropriate to carry out the intent of this Agreement.

30. **Notice**. Any notice which a party may desire to give or serve upon another party shall be in writing and may be delivered, mailed by prepaid registered mail, return receipt requested or sent by facsimile transmission to the following addresses:

(a) FLEMISH GOLD CORP.

Suite 810-18 King Street East
Toronto, Ontario, M5C 1C4
Attention: Jean-Charles Potvin

Facsimile No.: (416) 350-3570

with a copy to:

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

Attention: Jay Goldman

Facsimile No.: (416) 644-9337

(b) MANICOUAGAN MINERALS INC. OR 8403015 CANADA INC.

Suite 810-18 King Street East
Toronto, Ontario, M5C 1C4
Attention: Brian Carter

Facsimile No.: (416) 350-3570

with a copy to:

Irwin Lowy LLP
130 Adelaide St. West, Suite 1010
Toronto, Ontario, M5H 3P5
Attention: Chris Irwin

Facsimile No.: (416) 361-2519

or to such other address as the party to or upon whom notice is to be given or served has communicated to the other parties by notice given or served in the manner provided for in this section. In the case of delivery or facsimile transmission, notice shall be deemed to be given on the date of delivery and in the case of mailing, notice shall be deemed to be given on the third Business Day after such mailing.

31. **Time of Essence**. Time shall be of the essence of this Agreement.

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF this Merger Agreement has been duly executed by the parties hereto as of the date first written above.

FLEMISH GOLD CORP.

Per: ______________________

Name: JEAN-CHARLES POTVIN

Title: PRESIDENT & CEO

MANICOUAGAN MINERALS INC.

Per: ______________________

Name: W. BRIAN CARTER

Title: C.E.O.

8403015 CANADA INC.

Per: ______________________

Name: ERIK H. MARTIN

Title: DIRECTOR

SCHEDULE "A"

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT entered into as of the ____ day of ●, 2013.

BETWEEN:

FLEMISH GOLD CORP.
a company incorporated under the federal laws of Canada

(hereinafter referred to as "**Flemish**")

OF THE FIRST PART,

-AND

8403015 CANADA INC.
a company incorporated under the federal laws of Canada

(hereinafter referred to as "**Subco**")

OF THE SECOND PART,

-AND

MANICOUAGAN MINERALS INC.
a company incorporated under the federal laws of Canada

(hereinafter referred to as "**Manicouagan**")

OF THE THIRD PART,

WHEREAS Flemish was incorporated under the *Canada Business Corporations Act* (the "CBCA") by Certificate of Incorporation dated March 9, 2007;

AND WHEREAS Subco is a wholly owned subsidiary of Manicouagan and was incorporated under the CBCA by Certificate of Incorporation dated January 11, 2013;

AND WHEREAS Flemish, Manicouagan and Subco have agreed to effect an amalgamation under the authority contained in the CBCA upon the terms and conditions hereinafter set out;

AND WHEREAS Flemish, Manicouagan and Subco have each made full disclosure to the other of all their respective assets and liabilities;

AND WHEREAS it is desirable that the said amalgamation should be effected;

NOW THEREFORE the parties hereto have agreed as follows:

1. In this agreement the expression "Corporation" means the corporation continued from the amalgamation of Subco and Flemish, as set forth herein.

2. Subco and Flemish do hereby agree to amalgamate under the provisions of Section 181 of the CBCA and to continue as one corporation (the "**Corporation**") upon and subject to the terms and conditions hereinafter set out.

3. The name of the Corporation shall be "●".

4. The registered office of the Corporation shall be in the City of Toronto, in the Province of Ontario. The address of the registered office shall be at 18 King Street East, Suite 810, Toronto, Ontario M5C 1C4.

5. The Corporation shall be authorized to issue an unlimited number of common shares (the "Common Shares").

6. The rights, privileges, restrictions and conditions attaching to the Common Shares of the Corporation shall be as follows:

   (a) the holders of the Common Shares shall be entitled to vote at all meetings of shareholders;

   (b) the holders of the Common Shares shall be entitled to receive dividends as and when declared by the board of directors of the Corporation; and

   (c) the holders of the Common Shares shall, subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Corporation, be entitled to receive the remaining property of the Corporation in the event of liquidation, dissolution or winding-up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs.

7. There shall be no restrictions upon the right to transfer any shares of the Corporation.

8. The minimum number of directors of the Corporation shall be 1 and the maximum number of directors of the Corporation shall be 10 and until changed by the shareholders or the directors of the Corporation in a manner permitted by the CBCA such number shall be one (1). Subject to the CBCA, the board of directors of the Corporation shall be authorized and empowered to determine the number of directors within the minimum and maximum number and the number of directors to be elected at each annual meeting of shareholders of the Corporation. The directors shall be further empowered to appoint one or more additional directors, who shall hold office for a term expiring not later than the close of the next annual meeting of shareholders, but the total number of directors so appointed may not exceed one third of the number of directors elected at the previous annual meeting of shareholders.

9. There shall be no restrictions on the business which the Corporation is authorized to carry on or the powers the Corporation may exercise.

10. The board of directors of the Corporation may from time to time, in such amounts and on such terms as it deems expedient:

    (a) borrow money on the credit of the Corporation;

    (b) issue, sell or pledge debt obligations (including bonds, debentures, notes or other similar obligations, secured or unsecured) of the Corporation; and

(c) charge, mortgage, hypothecate or pledge all or any of the currently owned or subsequently acquired real or personal, movable or immovable, property of the Corporation, including book debts, rights, powers, franchises and undertaking, to secure any debt obligations or any money borrowed, or other debt or liability of the Corporation.

The board of directors of the Corporation may from time to time delegate to such one or more of the directors and officers of the Corporation as may be designated by the board of directors all or any of the powers conferred on the board of directors above to such extent and in such manner as the board of directors shall determine at the time of each such delegation.

11. The first director of the Corporation shall be ●, who shall hold office until the first annual meeting of the Corporation, or until his successor(s) are elected or appointed. The subsequent directors shall be elected each year thereafter at either a general meeting or the annual meeting of the shareholders by a majority of the votes cast at such meeting. The management and supervision of the business and affairs of the Corporation shall be under the control of the board of directors from time to time, subject to the provisions of the CBCA.

12. The amalgamation of Subco and Flemish shall be effective as of 12:01 a.m. (Toronto time) on the date of the Certificate of Amalgamation giving effect to the amalgamation contemplated by this Agreement (the "Effective Time").

13. At the Effective Time, the authorized and issued common shares of Subco (the "Subco Shares") and the authorized and issued common shares of Flemish (the "Flemish Shares") shall be converted as follows:

(a) the issued and outstanding Subco Shares shall be converted into Common Shares on the basis of one Common Share for each one Subco Share;

(b) the issued and outstanding Flemish Shares (other than any Flemish Shares in respect of which any shareholder of Flemish has validly exercised its dissent rights pursuant to Section 190 of the CBCA) shall be exchanged for fully paid common shares of Manicouagan as constituted at the Effective Time (each, a "Manicouagan Share") on the basis of one (1) Manicouagan Share for each one (1) Flemish Share (the "Exchange Ratio"), as constituted at the Effective Time, and all such Flemish Shares shall be cancelled; and

(c) in consideration of the issuance by Manicouagan of the Manicouagan Shares pursuant to section 13(b), the Corporation shall issue to Manicouagan one Common Share for each Manicouagan Share so issued.

14. (a) If, immediately prior to the Effective Time, there are any Flemish Shares which have been authorized and reserved for issuance pursuant to any stock options of Flemish then outstanding or any share purchase warrants of Flemish then outstanding (collectively, the "Flemish Convertible Securities"), such Flemish Convertible Securities shall be exchanged for convertible securities of Manicouagan bearing equivalent terms (the "Manicouagan Convertible Securities") based on the Exchange Ratio, and an equal number of Manicouagan Shares shall be deemed to be duly authorized and reserved for issuance pursuant to such Manicouagan Convertible Securities, and upon the valid exercise of any such Manicouagan Convertible Securities, Manicouagan shall issue, in lieu of the Flemish Shares which would otherwise have been issuable upon such exercise, such number of Manicouagan Shares as is calculated based on the Exchange Ratio.

(b) There shall be no Subco Shares authorized or reserved for issuance pursuant to any outstanding warrants, options, convertible debentures, or subscription agreements immediately prior to the Effective Time.

15. After the Effective Time, the holders of Flemish Shares shall, at the request of Manicouagan and to the extent that any such holders have accepted delivery of certificates representing such Flemish Shares, surrender the certificates representing such Flemish Shares and, in return, shall be entitled to receive certificates representing Manicouagan Shares on the basis aforesaid. With respect to any holder which has not previously taken delivery of certificates representing such holder's Flemish Shares, certificates representing the number of Manicouagan Shares to which such holder is entitled shall be issued to such holder as soon as practicable without any further action on the part of such holder. After the Effective Time, certificates formerly representing Flemish Shares shall represent only the right to receive certificates representing the number of Manicouagan Shares into which such shares are convertible in accordance with the Exchange Ratio, together with any dividends paid or distributions made in respect thereof and any interest accrued on such dividends and distributions.

16. The by-laws of the Corporation shall, to the extent not inconsistent with this Agreement, be the by-laws of Flemish, until repealed, amended, altered or supplemented. A copy of the proposed by-laws may be examined at 2100 Scotia Plaza, 40 King Street West, Toronto, Ontario, M5H 3C2.

17. Subco shall contribute to the Corporation all its property and assets, subject to all its liabilities.

18. Flemish shall contribute to the Corporation all its property and assets, subject to all its liabilities.

19. The Corporation shall possess all the property, assets, rights, privileges and franchises and shall be subject to all liabilities, including civil, criminal and quasi criminal, and all contracts, disabilities and debts of Subco and Flemish.

20. All rights of creditors against the property, assets, rights, privileges and franchises of Subco and Flemish and all liens upon their property, rights and assets shall be unimpaired by such amalgamation and all debts, contracts, liabilities and duties of Subco and Flemish shall thenceforth attach to and be enforced against the Corporation.

21. No action or proceeding by or against Subco or Flemish shall abate or be affected by such amalgamation but, for all purposes of such action or proceeding, the name of the Corporation shall be substituted in such action or proceeding in place of Subco or Flemish, as the case may be.

22. Subject to the provisions of a merger agreement dated as of January 16, 2013 between Manicouagan, Subco and Flemish, the parties hereto shall, upon the shareholders of Manicouagan, Subco and Flemish respectively approving this Agreement in accordance with the provisions of the CBCA, complete and send Articles of Amalgamation in prescribed form to the Director appointed under the CBCA, providing for the amalgamation of Subco and Flemish upon and subject to the terms and conditions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Amalgamation Agreement to be signed as of the day and year first above written.

FLEMISH GOLD CORP.

Per: ____________________________________

Name:
Title:

MANICOUAGAN MINERALS INC.

Per: ____________________________________

Name:
Title:

8403015 CANADA INC.

Per: ____________________________________

Name:
Title:

SCHEDULE 'B'

[See Attached]

MANICOUGAN MINERALS INC.

December 31, 2012

COMMON SHARES OUTSTANDING & CONVERTIBLE SECURITIES

Common Shares		36,211,249		
Stock Options Outstanding		1,651,000		
Warrants		15,303,000		
Broker Units		-		
		53,165,249		

DETAILED BREAKDOWN

Stock Options Outstanding

		# outstanding	Exercise Price	Expiry Date
January 15, 2008		10,000	$ 1.45	January 14, 2013
September 30, 2008		82,500	$ 2.00	September 30, 2013
June 18, 2009		113,000	$ 1.00	June 18, 2014
April 13, 2010		206,500	$ 1.00	April 13, 2015
May 27, 2010		29,000	$ 1.00	May 27, 2015
August 17, 2011		100,000	$ 0.16	August 17, 2016
February 10, 2012		910,000	$ 0.15	February 10, 2017
April 4, 2012		200,000	$ 0.10	April 4, 2017
31-Dec-12	Total Outstanding	1,651,000		

Warrants

		# outstanding	Exercise Price	Expiry Date
December 14, 2010	1,000,000 expired	-	$ 1.20	December 14, 2012
December 30, 2010	264,635 expired	-	$ 1.20	December 30, 2012
December 8, 2011		3,650,000	$ 0.10	May 8, 2013
December 15, 2011		88,000	$ 0.10	June 15, 2013
December 21, 2011		1,220,000	$ 0.10	June 21, 2013
June 6, 2012		7,320,000	$ 0.10	June 6, 2014
August 16, 2012		3,000,000	$ 0.10	August 16, 2014
December 16, 2010		25,000	$ 1.50	December 16, 2015
31-Dec-12	Total Outstanding	15,303,000		

Broker Units

		# outstanding	Price	Expiry Date
December 8, 2011	24,000 expired	-	$ 0.06	December 8, 2012
December 14, 2010	72,000 expired	-	$ 0.50	December 14, 2012
December 21, 2011	36,400 expired	-	$ 0.06	December 21, 2012
December 30, 2010	21,171 expired	-	$ 0.50	December 30, 2012
31-Dec-12	Total Outstanding	-		

FLEMISH GOLD CORP

December 31, 2012

COMMON SHARES OUTSTANDING & CONVERTIBLE SECURITIES

Common Shares		65,495,274		
Stock Options Outstanding		5,062,500		
Warrants and Broker Warrants		17,282,500		
Rights		1,018,000	*	
FULLY DILUTED		**88,858,274**		

** These will not be issued if FGC shares get listed prior to May 3, 2013*

DETAILED BREAKDOWN

Stock Options Outstanding

		# outstanding	Exercise Price	Expiry Date
March 26, 2008		1,775,000	$ 0.50	March 26, 2018
May 20, 2009		300,000	$ 0.215	May 20, 2014
September 8, 2009		100,000	$ 0.215	September 8, 2014
October 19, 2009		100,000	$ 0.25	October 19, 2014
February 26, 2010		550,000	$ 0.50	February 26, 2015
October 25, 2010		640,000	$ 0.75	October 25, 2015
February 9, 2011		115,000	$ 0.75	February 9, 2016
October 5, 2011		35,000	$ 1.00	October 5, 2016
October 9, 2012		1,447,500	$ 0.35	October 9, 2017
31-Dec-12	Total Outstanding	5,062,500		

Warrants and Broker Warrants

		# outstanding	Exercise Price	Expiry Date
May 3, 2011		10,180,000	$ 1.20	May 3, 2013
September 22, 2011		140,000	$ 1.20	September 22, 2013
August 13, 2012		5,437,500	$ 0.60	August 13, 2014
December 27, 2012		1,525,000	$ 0.60	December 27, 2014
31-Dec-12	Total Outstanding	17,282,500		

Rights

		# outstanding	Exercise Price	Expiry Date
May 3, 2011		1,018,000	$ -	May 3, 2013
31-Dec-12	Total Outstanding	1,018,000		

This is 10,180,000 Rights for which 10 rights can be converted into 1 common share at no

SCHEDULE 'C'

BY-LAW NO. 2

BE IT ENACTED AND IT IS HEREBY ENACTED as a by-law of **MANICOUAGAN MINERALS INC.** (hereinafter called the "**Corporation**") as follows:

ADVANCE NOTICE OF NOMINATION OF DIRECTORS

1. General By-law No. 1 of the by-laws of the Corporation is hereby amended by adding thereto, immediately following Section 6.10 thereof, the following:

   "6.11 Nomination of Directors

   Subject only to the Act and the articles of the Corporation, only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation. Nominations of persons for election to the Board may be made at any annual meeting of shareholders, or at any special meeting of shareholders if one of the purposes for which the special meeting was called was the election of directors, (a) by or at the direction of the Board or an authorized officer of the Corporation, including pursuant to a notice of meeting, (b) by or at the direction or request of one or more shareholders pursuant to a proposal made in accordance with the provisions of the Act or a requisition of the shareholders made in accordance with the provisions of the Act or (c) by any person (a "**Nominating Shareholder**") (i) who, at the close of business on the date of the giving of the notice provided for below in this Section 6.11 and on the record date for notice of such meeting, is entered in the securities register as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting and (ii) who complies with the notice procedures set forth below in this Section 6.11:

   a) In addition to any other applicable requirements, for a nomination to be made by a Nominating Shareholder, the Nominating Shareholder must have given timely notice thereof in proper written form to the secretary of the Corporation at the principal executive offices of the Corporation in accordance with this Section 6.11.

   b) To be timely, a Nominating Shareholder's notice to the secretary of the Corporation must be made (a) in the case of an annual meeting of shareholders, not less than thirty (30) nor more than sixty-five (65) days prior to the date of the annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is called for a date that is less than fifty (50) days after the date (the "**Notice Date**") on which the first public announcement of the date of the annual meeting was made, notice by the Nominating Shareholder may be made not later than the close of business on the tenth (10^{th}) day following the Notice Date; and (b) in the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing Directors (whether or not called for other purposes), not later than the close of business on the fifteenth (15^{th}) day following the day on which the first public announcement of the date of the special meeting of shareholders was made. Notwithstanding the foregoing, the Board may, in its sole discretion, waive any requirement in this paragraph (b).

   c) In no event shall any adjournment or postponement of a meeting of shareholders or the announcement thereof commence a new time period for the giving of a Nominating Shareholder's notice as described above.

d) To be in proper written form, a Nominating Shareholder's notice to the secretary of the Corporation must set forth (a) as to each person whom the Nominating Shareholder proposes to nominate for election as a director (i) the name, age, business address and residence address of the person, (ii) the principal occupation or employment of the person, (iii) the class or series and number of shares in the capital of the Corporation which are controlled or which are owned beneficially or of record by the person as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice, and (iv) any other information relating to the person that would be required to be disclosed in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws (as defined below); and (b) as to the Nominating Shareholder giving the notice, any proxy, contract, arrangement, understanding or relationship pursuant to which such Nominating Shareholder has a right to vote any shares of the Corporation and any other information relating to such Nominating Shareholder that would be required to be made in a dissident's proxy circular in connection with solicitations of proxies for election of Directors pursuant to the Act and Applicable Securities Laws (as defined below). The Corporation may require any proposed nominee to furnish such other information, including a written consent to act, as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as an independent director of the Corporation or that could be material to a reasonable shareholder's understanding of the independence, or lack thereof, of such proposed nominee.

e) No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the provisions of this Section 6.11; provided, however, that nothing in this Section 6.11 shall be deemed to preclude discussion by a shareholder (as distinct from nominating directors) at a meeting of shareholders of any matter in respect of which it would have been entitled to submit a proposal pursuant to the provisions of the Act. The chairperson of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in the foregoing provisions and, if any proposed nomination is not in compliance with such foregoing provisions, to declare that such defective nomination shall be disregarded.

f) For purposes of this Section 6.11, (i) "public announcement" shall mean disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Corporation under its profile on the System of Electronic Document Analysis and Retrieval at www.sedar.com; and (ii) "Applicable Securities Laws" means the applicable *Securities Act* of each relevant province and territory of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commission and similar regulatory authority of each province and territory of Canada.

g) Notwithstanding any other provision of the by-laws of the Corporation, notice given to the secretary of the Corporation pursuant to this Section 6.11 may only be given by personal delivery, facsimile transmission or by email (at such email address as stipulated from time to time by the secretary of the Corporation for purposes of this notice), and shall be deemed to have been given and made only at the time it is served by personal delivery, email (at the address as aforesaid) or sent by facsimile transmission (provided that receipt of confirmation of such transmission has been received) to the secretary at the address of the principal executive offices of the Corporation; provided that if such delivery or electronic communication is made on a day which is not a business day or later than 5:00 p.m. (Toronto time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the subsequent day that is a business day."

2. General By-law No. 1 of the by-laws of the Corporation is further amended by adding thereto, immediately following Section 6.11 thereof, the following:

"**6.12 Time for Deposit of Proxies**

The Board may specify in a notice calling a meeting of shareholders a time, preceding the time of such meeting or an adjournment thereof by not more than 48 hours exclusive of any part of a non-business day, before which time proxies to be used at such meeting must be deposited, and provided further that the chairperson of the meeting, in his or her discretion, may waive such requirement. A proxy shall be acted upon only if, prior to the time so specified, it shall have been deposited with the Corporation or an agent thereof specified in such notice or if, no such time having been specified in such notice, it has been received by the secretary of the Corporation or by the chairperson of the meeting or any adjournment thereof prior to the time of voting. To the extent permitted by the Act, the lodging and tabulation of proxies may be performed by telephone or other electronic forms of communication."

3. General By-law No. 1 of the by-laws of the Corporation is further amended by deleting Section 5.02 thereof and replacing it with the following:

"**5.02 Limitation of Liability**

Except as otherwise provided in the Act, no director or officer for the time being of the Corporation shall be liable for the acts, receipts, neglects or defaults of any other director or officer or employee or for joining in any receipt or act for conformity, or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by the Corporation or for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Corporation shall be placed out or invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, including any person with whom or which any moneys, securities or effects shall be lodged or deposited, or for any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets belonging to the Corporation or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of his or her office or in relation thereto, unless the same shall happen by or through his or her failure to exercise his or her powers and to discharge his or her duties honestly, in good faith with a view to the best interests of the Corporation, and in connection therewith to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances, provided that nothing in these by-laws shall relieve a director or officer from the duty to act in accordance with the Act and regulations made thereunder, or relieve him or her from liability for a breach thereof. The directors for the time being of the Corporation shall not be under any duty or responsibility in respect of any contract, act or transaction whether or not made, done or entered into in the name or on behalf of the Corporation, except such as shall have been submitted to and authorized or approved by the Board."

4. General By-law No. 1 of the by-laws of the Corporation is further amended by adding thereto, immediately following Section 5.02 thereof, the following:

"**5.03 Indemnity**

Subject to the Act, the Corporation shall indemnify a director or officer of the Corporation, a former director or officer of the Corporation or another individual who acts or acted at the Corporation's request as a director or officer, or an individual acting in a similar capacity, of another entity, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal, administrative, investigative or other proceeding to which the individual is involved because of that association with the Corporation or other entity, if:

(a) the individual acted honestly and in good faith with a view to the best interests of the Corporation, or, as the case may be, to the best interests of the other entity for which the individual acted as director or officer or in a similar capacity at the Corporation's request; and

(b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the individual had reasonable grounds for believing that the individual's conduct was lawful.

The Corporation shall also indemnify such person in such other circumstances as the Act permits or requires. The Corporation may advance monies to a director, officer or other individual for costs, charges and expenses of a proceeding referred to above. The individual shall repay the monies if he or she does not fulfill the conditions set out in paragraphs (a) and (b) above. Nothing in this by-law shall limit the right of any individual entitled to indemnity to claim indemnity apart from the provisions of this by-law."

5. General By-law No. 1, as amended from time to time, of the by-laws of the Corporation and this by-law shall be read together and shall have effect, so far as practicable, as though all the provisions thereof were contained in one by-law of the Corporation. All terms contained in this by-law which are defined in General By-law No. 1, as amended from time to time, of the by-laws of the Corporation shall, for all purposes hereof, have the meanings given to such terms in the said General By-law No. 1 unless expressly stated otherwise or the context otherwise requires.