

PRE-ACQUISITION AGREEMENT

Between

FREYJA RESOURCES INC.

and

CYPRIMUM MINING CORPORATION

Dated as of June 14, 2013

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PRE-ACQUISITION AGREEMENT

THIS AGREEMENT made as of the 14th day of June, 2013.

BETWEEN:

FREYJA RESOURCES INC., a corporation duly incorporated under and governed by the federal laws of Canada ("**Freyja**")

AND

CYPRIMUM MINING CORPORATION, a corporation duly incorporated under and governed by the federal laws of Canada ("**Cyprium**")

WHEREAS the board of directors of each of Freyja and Cyprium has determined it is in the best interests of their respective corporations that Freyja acquires Cyprium and that such acquisition be effected through an offer by Freyja to all of the shareholders of Cyprium to purchase all of the issued and outstanding Cyprium Shares (including any Cyprium Shares that may be issued after the date hereof upon the exercise of outstanding Cyprium Warrants or pursuant to the Cyprium Private Placement) on the terms and subject to the conditions set forth in this Agreement;

AND WHEREAS the board of directors of Cyprium has determined that the proposed offer is in the best interests of Cyprium and its shareholders and that it will recommend acceptance of such offer to the shareholders of Cyprium and cooperate with Freyja with respect to its offer on the terms and conditions of this Agreement;

AND WHEREAS Freyja is willing to make an offer subject to the terms and conditions of this Agreement including satisfactory completion of due diligence, receipt of regulatory approvals and the satisfaction of certain other conditions contained herein;

NOW THEREFORE IN CONSIDERATION OF the mutual covenants hereinafter contained and other good and valuable consideration (the receipt and adequacy whereof is hereby acknowledged), the parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

- (a) "**Act**" means the *Canada Business Corporations Act* as the same has been and may hereafter from time to time be amended;
- (b) "**affiliate**" has the meaning set forth in the Act;

- (c) **"Agreement", "this Agreement", "herein", "hereto", and "hereof"** and similar expressions refer to this Agreement, as the same may be amended or supplemented from time to time and, where applicable, to the appropriate Schedules hereto;
- (d) **"Business Day"** means any day excepting a Saturday, Sunday or statutory holiday in Calgary, Alberta;
- (e) **"Confidentiality Agreement"** means the confidentiality agreement dated May 15, 2013 entered into between Freyja and Cyprium in respect of disclosure of information;
- (f) **"Corporate Laws"** means all applicable corporate laws, including those set forth in the Act;
- (g) **"Coyame Copper"** means Coyame Copper SA de CV;
- (h) **"Coyame Copper 43-101 Report"** means the report to be prepared by Jacques Marchand with respect to the Coyame Copper Assets in compliance with the requirements of NI 43-101;
- (i) **"Coyame Copper Acquisition"** means the acquisition by Cyprium of a controlling interest in Coyame Copper for a purchase price of \$120 payable in cash and a commitment to loan Coyame Copper US\$500,000 within six (6) months of the closing of such acquisition;
- (j) **"Coyame Copper Assets"** means the interest of Coyame Copper in the assets, as originally derived from the agreements noted in the Cyprium Disclosure Letter hereto and all other property and assets of Coyame Copper of every kind and description and wheresoever situated, including those listed in Schedule A to the Cyprium Disclosure Letter;
- (k) **"Coyame Copper Financial Statements"** means the audited financial statements of Coyame Copper for its most recent financial year ended December 31, 2012 and the five (5) month unaudited interim financial statements for its most recent financial period ended May 31, 2013;
- (l) **"Cyprium"** means Cyprium Mining Corporation;
- (m) **"Cyprium Assets"** means the interest of Cyprium and the Cyprium Subsidiaries in the assets, as originally derived from the agreements noted in Schedule B hereto and all other property and assets of Cyprium and the Cyprium Subsidiaries of every kind and description and wheresoever situated;
- (n) **"Cyprium Compensation Plan"** means the compensation plan of Cyprium as described in the Cyprium Disclosure Letter;
- (o) **"Cyprium Disclosure Letter"** means the letter of even date herewith from Cyprium to Freyja delivered concurrently with this Agreement;
- (p) **"Cyprium Financial Statements"** means, collectively:
 - (i) the consolidated audited financial statements of Cyprium for the year ended December 31, 2012, together with the notes thereto and the auditors' report thereon; and
 - (ii) the consolidated reviewed interim financial statements of Cyprium as at and for the three month period ended March 31, 2013, together with the notes thereto;

- (q) **"Cyprium Governing Documents"** means the articles of incorporation of Cyprium, as amended, and the by-laws of Cyprium;
- (r) **"Cyprium Mining"** means Cypriummining de Mexico SA de CV;
- (s) **"Cyprium Private Placement"** means the proposed private placement of up to 1,500,000 Cyprium Shares at a price of \$0.10 per share for gross proceeds of up to \$150,000;
- (t) **"Cyprium Shares"** means common shares in the share capital of Cyprium;
- (u) **"Cyprium Shareholders"** means the holders of Cyprium Shares;
- (v) **"Cyprium Subsidiaries"** means Cyprium Mining and Exploracion Rio;
- (w) **"Cyprium Total Net Debt"** means Cyprium's long term debt plus current liabilities, less current assets all as at the date hereof, which is nil;
- (x) **"Cyprium Warrants"** means the outstanding share purchase warrants to acquire an aggregate of 2,860,000 Cyprium Shares under various warrant agreements, the holders of which are set forth in the Cyprium Disclosure Letter;
- (y) **"Designated Officers"** means the "officers" (as such term is defined in the *Securities Act* (Alberta) of Cyprium or Freyja, as applicable;
- (z) **"diluted basis"** means, with respect to the number of outstanding Cyprium Shares at any time, such number of outstanding Cyprium Shares calculated assuming that all Cyprium Warrants and other rights to purchase or acquire Cyprium Shares have been exercised;
- (aa) **"Effective Time"** means the time that Freyja shall have acquired ownership of and paid for at least the Minimum Required Securities pursuant to the terms of the Offer;
- (bb) **"Employee Obligations"** means: (i) any obligations or liabilities of Cyprium to pay any amount to its officers, directors, employees and consultants, other than for salary and directors fees in the ordinary course in each case in amounts consistent with historical practice; and (ii) obligations or liabilities arising in the ordinary course of business and, without limiting the generality of the foregoing, Employee Obligations shall include the obligations of Cyprium to officers, employees and consultants for severance or termination payments on or in connection with a termination of employment or the change of control of Cyprium pursuant to any written agreements or a resolution of the board of directors of Cyprium, pension plans or other plans, Cyprium's severance, retention or other policies or otherwise in accordance with applicable law;
- (cc) **"Environmental Laws"** has the meaning set forth in Section 5.11(a);
- (dd) **"Exploracion Rio"** means Exploracion Rio Placer SA de CV;
- (ee) **"Expiry Time"** means the Initial Expiry Time unless the Offer has been or is required to be extended, in which case it means the expiry time of the Offer as extended, or required to be extended, from time to time;
- (ff) **"Freyja"** means Freyja Resources Inc.;

- (gg) **"Freyja Financial Statements"** means, collectively,
 - (i) the audited financial statements of Freyja for the three fiscal years-ended September 30, 2012, together with the notes thereto and the auditors' report thereon, and
 - (ii) the unaudited comparative financial statements of Freyja as at and for the six month period ended March 31, 2013, together with the notes thereto;
- (hh) **"Freyja Total Net Debt"** means Freyja's long term debt plus current liabilities, less current assets all as at the date hereof, which is nil;
- (ii) **"Freyja Non-Completion Fee"** has the meaning described thereto in Section 8.2;
- (jj) **"Freyja Reimbursement Fee"** has the meaning described thereto in Section 8.2;
- (kk) **"Freyja Shares"** means the common shares of Freyja as presently constituted;
- (ll) **"Government Authority"** has the meaning set forth in Section 5.11(e);
- (mm) **"GST"** means goods and services tax as provided for in the *Excise Tax Act* (Canada), as amended;
- (nn) **"IFRS"** means International Financial Reporting Standards as set by the International Accounting Standards Board;
- (oo) **"Initial Expiry Time"** means 11:00 a.m. (eastern standard time) on July 29, 2013 or such other date as Freyja may determine pursuant to Section 2.1(c) hereof or otherwise;
- (pp) **"Mailing Date"** means the date the Offer is mailed or delivered to holders of Cyprium Shares, and Cyprium Warrants;
- (qq) **"Material"** means, where used in relation to Cyprium or Freyja, as the case may be, a fact, asset, liability, transaction or circumstance concerning the business, assets, rights, liabilities, capitalization, operations, prospects or financial condition of Cyprium or Freyja, as the case may be, that: (i) would be reasonably likely to have a significant effect on the market price or value of the Cyprium Shares or Freyja Shares, as the case may be; or (ii) that would prevent or materially delay completion of the Offer in accordance with this Agreement, or any compulsory acquisition or Second Stage Transaction;
- (rr) **"Material Adverse Change"** or **"Material Adverse Effect"** means, with respect to any Person, any change, effect, fact, circumstance, occurrence or event that, individually or in the aggregate, is, or would reasonably be expected to be, material and adverse to the business, operations, assets, results of operations, capitalization, financial condition or prospects of such Person; provided that a Material Adverse Change or Material Adverse Effect shall not include any change, effect, fact, circumstance, occurrence or event relating to or resulting from:
 - (i) general economic, financial, currency exchange, securities, credit or commodity market conditions in Canada or elsewhere;

- (ii) conditions affecting the mineral exploration, exploitation, development and production industry as a whole, and not specifically relating to any Person, including changes in laws (including tax laws) and royalties;
- (iii) any change in the market price for precious metals or minerals on a current or forward basis;
- (iv) any matter which has been communicated in writing (which includes, without limitation, the Cyprium Disclosure Letter), in the case of Freyja, to Cyprium, and in the case of Cyprium, to Freyja on or prior to the date hereof;
- (v) any changes or effects arising from matters permitted or contemplated by this Agreement (excluding any obligation to act in the ordinary course of business);
- (vi) any actions taken (or omitted to be taken) at the written request, or with the written consent, of the Other Party; or
- (vii) that results from the announcement of the execution of this Agreement or the transactions contemplated hereby,

provided, however, that with respect to paragraphs (i), (ii) and (iii), such matter does not have a materially disproportionate effect on the Person relative to comparable entities operating in the mineral exploration, exploitation, development and production business for the purposes of determining whether a Material Adverse Change or Material Adverse Effect has occurred;

- (ss) "**MI 62-104**" means Multilateral Instrument 62-104 – *Take-Over Bids and Issuer Bids*;
- (tt) "**Minimum Condition**" means the condition set forth in paragraph (a) of Schedule A;
- (uu) "**Minimum Required Securities**" means at least that number of the outstanding Cyprium Shares required pursuant to the Minimum Condition unless Freyja shall have waived the Minimum Condition in which case "**Minimum Required Securities**" means that number of the outstanding Cyprium Shares which Freyja takes up on the Take-up Date;
- (vv) "**New Board**" means the proposed new board of directors of Freyja upon completion of the Offer to consist of Alain Lambert, Andre St-Michel, Robert Ayotte, Robert Boisjoli and Ronald Keenan with the audit committee of such board of directors to consist of Ronald Keenan as chairman, Robert Ayotte and Robert Boisjoli;
- (ww) "**New Management**" means the proposed new management of Freyja upon completion of the Offer, Andre Saint-Michel as President and Chief Executive Officer and Benoit Forget as Chief Financial Officer;
- (xx) "**NI 43-101**" means National Instrument 43-101 - *Standards of Disclosure for Mineral Projects* of the Canadian Securities Administrators;
- (yy) "**Non-Resident**" means a Cyprium Shareholder who: (i) is not a resident of Canada for the purposes of the Tax Act; or (ii) is a partnership that is not a Canadian partnership for purposes of the Tax Act;

- (zz) **"Offer"** has the meaning set forth in Section 2.1(a);
- (aaa) **"Offer Documents"** has the meaning set forth in Section 2.3(a);
- (bbb) **"Other Party"** means: (i) with respect to Freyja, Cyprium; and (ii) with respect to Cyprium, Freyja;
- (ccc) **"Person"** includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Government Authority, syndicate or other entity, whether or not having legal status;
- (ddd) **"Pre-Tender Agreements"** means agreements substantially in the form of Schedule B hereto between certain holders of Cyprium Shares and Freyja, pursuant to which such holders agree to tender their Cyprium Shares under the Offer;
- (eee) **"Rio Fuerte Property"** means the mining claims and the rights of Cyprium, through its wholly owned subsidiary, Exploracion Rio, to explore and develop mineral resources in those areas where its rights have been recorded pursuant to the applicable legislation and regulations, which mining claims are described in the Cyprium Disclosure Letter;
- (fff) **"Second Stage Transaction"** has the meaning set forth in Section 4.1;
- (ggg) **"Securities Authorities"** means the appropriate securities commissions or similar regulatory authorities in Canada and each of the provinces and territories thereof and in the United States and each of the states thereof;
- (hhh) **"Securities Laws"** means any applicable Canadian provincial securities laws, United States securities laws, the "blue sky" or securities laws of the states of the United States and any other applicable law;
- (iii) **"subsidiary"** has the meaning set forth in the *Securities Act* (Alberta);
- (jjj) **"Superior Proposal"** has the meaning set forth in Section 8.3;
- (kkk) **"Take-over Proposal"** means any inquiry or the making of any offer or proposal to Cyprium or its securityholders from any Person or group of Persons "acting jointly or in concert" (within the meaning of MI 62-104) (or public announcement of an intention to do any of the foregoing) which constitutes, or may reasonably be expected to lead to (in either case whether in one transaction or a series of transactions):
 - (i) an acquisition from Cyprium or its securityholders of 20% or more of the outstanding securities of Cyprium (other than on exercise of currently outstanding Cyprium Warrants);
 - (ii) any acquisition of 20% or more of the assets of Cyprium;
 - (iii) an amalgamation, arrangement, merger, consolidation, joint venture, partnership or other business combination involving Cyprium;

- (iv) any take-over bid, issuer bid, exchange offer, recapitalization, liquidation, dissolution, reorganization or similar transaction involving Cyprium; or
- (v) any other transaction, the consummation of which would or could reasonably be expected to impede, interfere with, prevent or delay the transactions contemplated by this Agreement or the Offer or which would or could reasonably be expected to materially reduce the benefits to Freyja under this Agreement or the Offer;

except that for the purpose of the definition of "**Superior Proposal**", the references in subparagraph (ii) of this definition of "**Take-over Proposal**" to "20% or more of the assets" shall be deemed to be a reference to "all or substantially all of the assets" and the reference in subparagraph (i) of this definition of "**Take-over Proposal**" to "20% or more of the outstanding securities" should be deemed to be a reference to "100% of the Cyprium Shares";

- (lll) "**Take-up Date**" means the date that Freyja first takes up and acquires Cyprium Shares pursuant to the Offer;
- (mmm) "**Tax Act**" means the *Income Tax Act* (Canada), as amended;
- (nnn) "**TSXV**" means the TSX Venture Exchange Inc.; and
- (ooo) "**Warrant Exchange Agreements**" means the warrant exchange agreements to be entered into among Freyja, Cyprium and the holders of Cyprium Warrants whereby each such holder agrees to exchange the Cyprium Warrants held by such holder for the same number of warrants of Freya, as applicable, with identical terms and conditions.

1.2 Singular, Plural, etc.

Words importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.

1.3 Deemed Currency

In the absence of a specific designation of any currency any undescribed dollar amount herein shall be deemed to refer to Canadian dollars.

1.4 Headings, etc.

The division of this Agreement into Articles and Sections, the provision of a table of contents hereto and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made.

1.5 Date for any Action

In the event that any date on which any action is required to be taken hereunder by any of the parties hereunder is not a Business Day, such action shall be required to be taken on the next succeeding day, which is a Business Day.

1.6 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

1.7 Language

The parties hereto acknowledge and confirm that they have requested that this Agreement as well as all notices and other documents contemplated hereby be drawn up in the English language. Les parties aux présentes reconnaissent et confirment qu'elles ont convenu que la présente cette agreement ainsi que tous les avis et documents qui s'y rattachent soient rédigés dans la langue anglaise.

1.8 Attornment

The parties hereby irrevocably and unconditionally consent to and submit to the courts of the Province of Quebec for any actions, suits or proceedings arising out of or relating to this Agreement or the matters contemplated hereby (and agree not to commence any action, suit or proceeding relating thereto except in such courts) and further agree that service of any process, summons, notice or document by single registered mail to the addresses of the parties set forth in this Agreement shall be effective service of process for any action, suit or proceeding brought against either party in such court. The parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Alberta and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum.

1.9 Accounting Matters

Unless otherwise stated, all accounting terms used in this Agreement in respect of Cyprium shall have the meanings attributable thereto under IFRS and all determinations of an accounting nature in respect of Cyprium required to be made shall be made in a manner consistent with IFRS and past practice.

1.10 Interpretation Not Affected by Party Drafting

The parties hereto acknowledge that their respective legal counsel have reviewed and participated in settling the terms of this Agreement, and the parties hereby agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party will not be applicable in the interpretation of this Agreement.

1.11 Knowledge

Where in this Agreement a representation or warranty is made on the basis of the knowledge or awareness of Cyprium or Freyja, such knowledge or awareness consists only of the actual knowledge or awareness, as of the date of this Agreement, of the Designated Officers after due inquiry but does not include the knowledge or awareness of any other individual or any constructive, implied or imputed knowledge.

1.12 Incorporation of Schedules

Schedules A, B and C attached hereto and described below shall, for all purposes hereof, form an integral part of this Agreement.

Schedule A	Conditions to the Offer
Schedule B	Form of Pre-Tender Agreement

ARTICLE 2 THE OFFER

2.1 The Offer

- (a) Subject to the terms and conditions of this Agreement, Freyja shall mail or deliver to holders of Cyprium Shares, and Cyprium Warrants as soon as practicable but in any event not later than 11:59 p.m. (eastern standard time) on July 15, 2013, an offer to purchase all of the outstanding Cyprium Shares (including any Cyprium Shares which may become outstanding pursuant to the exercise of outstanding and Cyprium Warrants or pursuant to the Cyprium Private Placement) on the basis of one (1) Freyja Share for each one (1) Cyprium Share.

The foregoing offer for Cyprium Shares shall be made in accordance with this Agreement, the Act and Securities Laws and be subject to the conditions set forth in Schedule A hereto (the "**Offer**"), which term shall include any amendments to, or extensions of, such Offer, including, without limitation, any change in the consideration offered for the Cyprium Shares, removing or waiving any condition or extending the date by which Cyprium Shares may be tendered). Freyja and Cyprium shall cooperate in making on a timely basis any filings with respect to the Offer, including amendments thereafter on a timely basis as required by Securities Laws or the Act. Freyja shall provide Cyprium with a draft copy of the Offer Documents prior to mailing for its review and comment.

- (b) If any Cyprium Shareholder has not given the representation and warranty contained in the letter of transmittal (which shall accompany the Offer) that such holder is not a Non-Resident, then Freyja shall withhold twenty five percent (25%) of the total consideration payable, unless a clearance certificate is provided to Freyja by the holder on or before the Take-up Date, which certificate has been issued pursuant to s. 116(2) or s. 116(4) of the *Tax Act*, in which case Freyja shall withhold, at its election, cash and/or share consideration representing twenty-five (25%) of the fair market value of the consideration to be given to such holder in excess of the certificate limit of such clearance certificate. Any amounts withheld by Freyja shall be held by Freyja in trust and such amounts shall be remitted to the Canada Revenue Agency on the 30th day of the month following the month in which the Take-up Date occurs, or such later Business Day as the Canada Revenue Agency advises Freyja and the applicable Cyprium Shareholder, if Freyja has not received the clearance certificate prior to such Business Day. If a clearance certificate is received by Freyja prior to such Business Day with a certificate limit not less than the fair market value of the consideration (valued as at the Take-up Date) to be given to the Cyprium Shareholder, such amounts, less any applicable withholding tax, shall be released to the Cyprium Shareholder entitled thereto.
- (c) Notwithstanding paragraph (b) hereof, a Cyprium Shareholder whose consideration under the Offer would be subject to the withholding pursuant to paragraph (b) hereof, may deposit cash with Freyja or with Freyja's counsel, in an amount equal to twenty five percent (25%) of the total consideration payable to such Cyprium Shareholder, and Freyja will substitute such deposited

cash in place of the consideration that would otherwise be withheld pursuant to paragraph (b) hereof, and such deposited cash will be subject to the same treatment as described in paragraph (b) hereof in respect of the withheld amounts.

- (d) The Offer shall expire at the Initial Expiry Time, except that the Offer may be extended, at the sole discretion of Freyja, if the conditions thereto set forth in Schedule A hereto are not satisfied on the date and time at which the Offer would otherwise expire in accordance with its terms and if Freyja determines, acting reasonably, that there is a reasonable prospect that the conditions of the Offer may be satisfied prior to the extended Expiry Time, or if such conditions are satisfied or waived at or prior to the time set for the expiry of the Offer and Freyja has concurrently with or before such extension taken-up and paid for all Cyprium Shares then validly tendered (and not properly withdrawn) pursuant to the Offer. In addition, in the event that any appropriate regulatory approval is not obtained prior to the time the Offer is scheduled to terminate, unless such approval has been denied, Freyja agrees that it will extend the Offer for not less than two additional successive 10 day periods (or such shorter periods as Cyprium and Freyja may agree to), if upon the expiry of any extension, the appropriate regulatory approval has not been obtained.

Subject to the satisfaction or waiver of the conditions set forth in Schedule A hereto, Freyja shall take-up and pay for all Cyprium Shares validly tendered (and not properly withdrawn) pursuant to the Offer at the Initial Expiry Time. Each of Freyja and Cyprium shall use all commercially reasonable efforts to consummate the Offer, subject to the terms and conditions thereof.

- (e) Freyja may, in its sole discretion, amend or extend, vary or waive any term or condition of the Offer, provided that Freyja shall not, without the prior consent of Cyprium, waive or reduce the Minimum Required Securities to less than 50% of the issued and outstanding Cyprium Shares on a diluted basis, impose additional conditions to the Offer except for those conditions set forth in Schedule A hereto, decrease or change the form of the consideration to be paid for each Cyprium Share (other than as contemplated in Section 2.1(a) above unless the consideration includes consideration in addition to the cash and share consideration required to be offered pursuant to the provisions hereof), or make any other change in the Offer which is materially adverse to holders of Cyprium Shares (and for which purpose an extension of the Offer or waiver of a condition (other than a reduction of the Minimum Condition to below 50% of the outstanding Cyprium Shares) will not be considered adverse).

Freyja shall provide a draft of any proposed amendment, modification or change to the Offer to Cyprium for its review and comment.

- (f) Freyja will instruct the depositary (CIBC Mellon Trust Company) under the Offer to advise Cyprium from time to time, if requested by Cyprium and in such manner as Cyprium may reasonably request, as to the number of Cyprium Shares that have been tendered (and not withdrawn) under the Offer.
- (g) Freyja's obligation to make the Offer as set forth in Section 2.1(a) is conditional upon:
 - (i) satisfactory completion by Freyja of a due diligence review of Cyprium, the Cyprium Subsidiaries and Coyame Copper;
 - (ii) the provision by Cyprium of:

- (A) the Cyprium Financial Statements and the Coyame Copper Financial Statements;
 - (B) a legal title opinion in a form acceptable to Freyja, acting reasonably, in respect of the Coyame Copper Assets; and
 - (C) a working capital analysis of Cyprium as at June 30, 2013;
- (iii) receipt of all regulatory approvals, waivers and consents to the making of the Offer which in the sole judgment of Freyja, acting reasonably, may be necessary;
 - (iv) certain directors and officers of Cyprium, and certain major shareholders of Cyprium holding not less than 50% of the Cyprium Shares on a non-diluted basis, shall have entered into Pre-Tender Agreements concurrently with the execution of this Agreement or within 24 hours thereafter and shall continue to be bound by and not to have breached such agreements;
 - (v) the board of directors of Cyprium shall have unanimously determined that the Offer is in the best interests of the Cyprium Shareholders and shall have unanimously recommended (and not modified or changed such recommendation) that Cyprium Shareholders accept the Offer;
 - (vi) the Warrant Exchange Agreements shall be entered into by all of the holders of Cyprium Warrants;
 - (vii) all directors, officers, employees and other non-arms' length parties of Cyprium that are indebted to Cyprium shall have repaid such indebtedness to Cyprium prior to the Initial Expiry Time;
 - (viii) Freyja shall have received all necessary third party consents to the Offer and the transactions contemplated herein in form and substance satisfactory to Freyja;
 - (ix) Freyja shall have received the conditional approval of the TSXV to proceed with the Offer;
 - (x) each of the representations and warranties of Cyprium provided herein shall be true and correct at the date the Offer is made and Cyprium shall have complied with each of its covenants and obligations set out herein, except for any breaches of representations, warranties, covenants or obligations which, in aggregate, would not have a Material Adverse Effect on Cyprium or on the ability of Freyja to consummate the transactions contemplated hereby or to complete a compulsory acquisition or a Second Stage Transaction;
 - (xi) Freyja shall be satisfied, acting reasonably, that a Material Adverse Change in respect of Cyprium shall not have occurred;
 - (xii) no person shall have commenced or threatened a bona fide action for injunctive relief against the performance of this Agreement or the completion of the Offer and no event shall have occurred or circumstances shall exist that, in the opinion of Freyja, acting reasonably, would make it impossible or impractical to satisfy one or more of the conditions of the Offer set forth in Schedule A hereto;

- (xiii) Freyja and its legal counsel shall be satisfied, acting reasonably, that on the date the Offer is made, the number of holders of Cyprium Shares is not more than 50, exclusive of holders: (i) who are in the employment of Cyprium; or (ii) who were formerly in the employment of Cyprium and while in that employment were and have continued after that employment to be holders of Cyprium Shares;
- (xiv) the Cyprium Private Placement shall have been completed for gross proceeds of not less than \$100,000; and
- (xv) the Coyame Copper Acquisition shall have been completed.

The foregoing conditions in this Section 2.1(f) are for the sole benefit of Freyja and may be waived by Freyja at any time.

2.2 Cyprium Directors' Approval and Recommendation

- (a) Cyprium hereby consents to the Offer as set forth in Section 2.1 and confirms that its board of directors has approved the Offer and this Agreement and has unanimously determined that the Offer is fair, from a financial point of view, to holders of Cyprium Shares and is in the best interests of Cyprium and holders of Cyprium Shares and has unanimously resolved to recommend that holders of Cyprium Shares accept the Offer, which recommendation may not be withdrawn, modified or changed in any manner, except in the event of termination of this Agreement and payment of the Freyja Non-Completion Fee in accordance with Section 8.2. Subject to the provisions contained herein, Cyprium covenants to cooperate with Freyja and to take all reasonable action to support the Offer.
- (b) The board of directors of Cyprium has been advised that its directors and officers (and entities controlled by them) have entered into Pre-Tender Agreements, or have advised they will within 24 hours of execution of this Agreement, agreeing to tender their Cyprium Shares under the Offer in accordance with the terms of the Pre-Tender Agreements.

2.3 Offer Documents

- (a) Freyja shall file or cause to be filed with the appropriate Securities Authorities, if required, and mail to holders of Cyprium Shares and Cyprium Warrants, the Offer and the related letter of transmittal pursuant to which the Offer will be made (collectively, the "**Offer Documents**"). The Offer Documents shall be in a form satisfactory to Cyprium acting reasonably.
- (b) Cyprium agrees to provide such assistance as Freyja or its agents may reasonably request in connection with communicating the Offer and any amendments and supplements thereto to the holders of the Cyprium Shares, and Cyprium Warrants and to such other persons as are entitled to receive the Offer under Securities Laws, including providing lists and updated or supplemental lists of the holders of Cyprium Shares and holders of and Cyprium Warrants and mailing labels with respect to all such holders of securities as soon as possible after the date of this Agreement and updates or supplements thereto from time to time as may be requested by Freyja.
- (c) Freyja agrees to provide such assistance to Cyprium and its representatives as Cyprium may reasonably request in connection with communicating the Offer and any amendments or supplements thereto to the holders of the Cyprium Shares and Cyprium Warrants and to such other persons as are entitled to receive the Offer under Securities Laws.

- (d) Cyprium agrees to provide Freyja with a certificate of the President and Chief Executive Officer of Cyprium (or such other officers or directors as acceptable to Freyja), in such officers' capacity as officers of Cyprium and not in such officers' personal capacity, on and dated as of the Take-up Date, certifying that:
- (i) the representations and warranties made by Cyprium in this Agreement are true and correct in all material respects as of such date and as if made on such date;
 - (ii) Cyprium has complied in all material respects with its covenants contained in this Agreement;
 - (iii) there has not occurred any Material Adverse Change in respect of Cyprium;
 - (iv) there are not more than 7,480,000 Cyprium Shares outstanding (prior to the exercise of any Cyprium Warrants and the completion of the Cyprium Private Placement) and not more than 8,980,000 Cyprium Shares (prior to the exercise of any Cyprium Warrants) outstanding immediately prior to the time that Freyja takes up any Cyprium Shares pursuant to the Offer; and
 - (v) at the time Freyja takes up any Cyprium Shares pursuant to the Offer and completes the transactions contemplated by the Warrant Exchange Agreements, there will be no outstanding Cyprium Warrants or other rights to acquire any Cyprium Shares.

2.4 Outstanding Cyprium Warrants

- (a) Subject to the receipt of any necessary regulatory approvals, persons holding Cyprium Warrants who may do so under Securities Laws and in accordance with the terms of the Cyprium Warrants held by them or in a manner acceptable to each of Freyja and Cyprium, acting reasonably, shall be entitled to exercise their Cyprium Warrants and tender the Cyprium Shares issued in connection therewith under the Offer.
- (b) Cyprium agrees to use its reasonable best efforts to ensure all holders of Cyprium Warrants enter into Warrant Exchange Agreements for the exchange of the Cyprium Warrants for warrants to purchase Freyja Shares with identical terms.

ARTICLE 3 PUBLICITY

3.1 Publicity

Each of Freyja and Cyprium shall advise, consult and cooperate with the other party prior to issuing, or permitting any of its subsidiaries, directors, officers, employees or agents to issue any press release or other written statement to the press with respect to this Agreement or the transactions contemplated hereby. Freyja and Cyprium shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable law and only after using its reasonable commercial best efforts to consult the other party taking into account the time constraints to which it is subject as a result of such law or obligation.

ARTICLE 4

TRANSACTIONS FOLLOWING COMPLETION OF THE OFFER

4.1 Second Stage Transaction

If Freyja takes up and pays for Cyprium Shares pursuant to the terms of the Offer, and thereby acquires at least the Minimum Required Securities, Cyprium agrees to use all reasonable best efforts to assist Freyja in acquiring, should it determine to do so, the balance of the Cyprium Shares by way of compulsory acquisition or a statutory arrangement, amalgamation, merger, reorganization, consolidation, recapitalization or other type of acquisition transaction or transaction ("**Second Stage Transaction**") carried out for consideration per Cyprium Share not less than the consideration paid pursuant to the Offer (it being understood that Freyja shall be under no obligation to pay more than that amount). Nothing herein shall be construed to prevent Freyja from acquiring, directly or indirectly, additional Cyprium Shares in privately negotiated transactions, in another take-over bid, tender or exchange offer, or otherwise in accordance with Securities Laws (including by way of compulsory acquisition) following completion of the Offer.

4.2 Information Circular, Etc.

Without limiting Section 4.1, Cyprium agrees that if Freyja is required to effect a Second Stage Transaction which requires approval of Cyprium's shareholders at a meeting of Cyprium's shareholders, Cyprium shall take all action necessary in accordance with Securities Laws, other applicable Canadian laws and the Cyprium Governing Documents to duly call, give notice of, convene and hold a meeting of its shareholders as promptly as practicable to consider and vote upon the action proposed by Freyja. In the event of such a meeting or meetings, Cyprium shall use all commercially reasonable efforts to mail to its shareholders an Information Circular with respect to the meeting of Cyprium's shareholders. The term "**Information Circular**" shall mean such proxy or other required informational statement or circular, as the case may be, and all related materials at the time required to be mailed to Cyprium's shareholders and all amendments or supplements thereto, if any. Freyja and Cyprium each shall use all commercially reasonable efforts to obtain and furnish the information required to be included in any Information Circular. The information provided and to be provided by Freyja and Cyprium for use in the Information Circular, on both the date the Information Circular is first mailed to Cyprium's shareholders and on the date any such meeting is held, shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading and will comply in all material respects with all applicable requirements of law. Freyja and Cyprium each agree to correct promptly any such information provided by it for use in any Information Circular which shall have become false or misleading.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF FREYJA

Freyja hereby represents and warrants to Cyprium as follows and acknowledges that Cyprium is relying upon these representations and warranties in connection with the entering into of this Agreement:

5.1 Organization and Qualification

Freyja is a corporation duly incorporated and organized and validly existing under the federal laws of the Canada and has the requisite corporate power and authority to carry on its business as

it is now being conducted. Freyja is duly registered to do business and is in good standing in each jurisdiction in which the character of its properties, owned or leased, or the nature of its activities make such registration necessary, except where the failure to be so registered or in good standing would not have a Material Adverse Effect on Freyja.

5.2 Authority Relative to this Agreement

Freyja has the requisite corporate authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation by Freyja of the transactions contemplated hereby have been duly authorized by its board of directors and no other corporate proceedings on its part are or will be necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly executed and delivered by Freyja and constitutes a legal, valid and binding obligation of Freyja enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and to general principles of equity.

5.3 No Violations

- (a) Neither the execution and delivery of this Agreement by Freyja, the consummation by it of the transactions contemplated hereby nor compliance by it with any of the provisions hereof will: (i) violate, conflict with, or result in a breach of any provision of, require any consent, approval or notice under, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) or result in a right of termination or acceleration under, or result in a creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of Freyja under, any of the terms, conditions or provisions of (A) the articles or bylaws of Freyja or (B) any material note, bond, mortgage, indenture, loan agreement, deed of trust, agreement, lien, contract or other instrument or obligation to which Freyja is a party or to which Freyja, or any of its respective properties or assets, may be subject or by which Freyja is bound; or (ii) subject to compliance with Corporate Laws and Securities Laws, violate any judgment, ruling, order, writ, injunction, determination, award, decree, statute, ordinance, rule or regulation applicable to Freyja (except, in the case of each of clauses (i) and (ii) above, for such violations, conflicts, breaches, defaults, terminations which, or any consents, approvals or notices which if not given or received, would not have any Material Adverse Effect on Freyja and would not have a Material Adverse Effect on the ability of Freyja to consummate the transactions contemplated hereby).
- (b) Other than in connection with or in compliance with the provisions of Corporate Laws and Securities Laws, (i) there is no legal impediment to the performance by Freyja of its obligations under this Agreement or to the execution and delivery of this Agreement by Freyja and (ii) no filing or registration with, or authorization, consent or approval of, any domestic or foreign public body or authority is necessary by Freyja in connection with the making or the consummation of the Offer, except for such filings or registrations which, if not made, or for such authorizations, consents or approvals, which, if not received, would not have a Material Adverse Effect on the ability of Freyja to consummate the transactions contemplated hereby.

5.4 Capitalization

As of the date hereof, the authorized share capital of Freyja consists of an unlimited number of Freyja Shares. As of the date hereof, 10,989,400 Freyja Shares were issued and outstanding. As of the date hereof, options to purchase 966,000 Freyja Shares have been granted pursuant to Freyja's

stock option plan and share purchase warrants to purchase 1,514,700 Freyja Shares are issued and outstanding as described in the Freyja Disclosure Letter. Except as set forth above, as of the date hereof, there are no securities of Freyja outstanding and no options, warrants or other rights, definitive or legally binding agreements or commitments of any character whatsoever requiring the issuance, sale or transfer by Freyja of any shares of Freyja or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any shares of Freyja, nor are there any outstanding stock appreciation rights, phantom equity or similar rights, agreements, arrangements or commitments based upon the book value, income or other attributes of Freyja. All outstanding Freyja Shares have been duly authorized and validly issued, are fully paid and non-assessable and are not subject to, nor were they issued in violation of, any pre-emptive rights.

5.5 No Material Adverse Change

There has not been any Material Adverse Change in the assets, liabilities or obligations (absolute, contingent or otherwise) of Freyja from the position set forth in the Freyja Financial Statements and there has not been any Material Adverse Change in respect of Freyja since Freyja commenced active operations and since that time there have been no material facts, transactions, events or occurrences which could materially adversely affect the capital, assets, liabilities (absolute, accrued, contingent or otherwise), business, operations or condition (financial or otherwise) or results of the operations of Freyja or that could affect Freyja's ability to consummate the transactions contemplated by this Agreement.

5.6 Financial Statements

The Freyja Financial Statements fairly present, in accordance with IFRS, consistently applied, the financial position and condition of Freyja at the dates thereof and the results of the operations of Freyja for the periods then ended and reflect all assets, liabilities or obligations (absolute, accrued, contingent or otherwise) of Freyja as at the dates thereof.

5.7 Compliance with Applicable Laws

Freyja has conducted and is conducting its business in compliance in all material respects with all applicable laws, rules and regulations and, in particular, all applicable licensing and environmental legislation, regulations or by-laws or other lawful requirement of any governmental or regulatory bodies applicable to Freyja of each jurisdiction in which Freyja carries on its business (except to the extent that the failure to so comply would not have a Material Adverse Effect on Freyja) and holds all licences, registrations and qualifications in all jurisdictions in which Freyja carries on its business which are necessary to carry on the business of Freyja (other than those that, the failure of which to so hold, would not have a Material Adverse Effect on Freyja), as now conducted and as presently proposed to be conducted and all such licenses, registrations or qualifications are valid and existing and in good standing and none of such licenses, registrations or qualifications contains any burdensome term, provision, condition or limitation which has or would reasonably be expected to have a Material Adverse Effect on the business of Freyja, as now conducted or as proposed to be conducted.

5.8 Environmental Matters

Except to the extent that any violation or other matter referred to in this subparagraph does not have a Material Adverse Effect on Freyja:

- (a) to the best of Freyja's knowledge, it is not in violation of any applicable federal, provincial, municipal or local laws, regulations, orders, government decrees or ordinances with respect to environmental, health or safety matters (collectively, "**Environmental Laws**");
- (b) to the best of Freyja's knowledge, it has operated its business at all times and has received, handled, used, stored, treated, shipped and disposed of all contaminants without violation of Environmental Laws;
- (c) to the best of Freyja's knowledge, there have been no spills, releases, deposits or discharges of hazardous or toxic substances, contaminants or wastes into the earth, air or into any body of water or any municipal or other sewer or drain water systems by Freyja or its subsidiaries that have not been remedied;
- (d) no orders, directions or notices have been issued and remain outstanding pursuant to any Environmental Laws relating to the business or assets of Freyja;
- (e) it has not failed to report to the proper federal, provincial, municipal or other political subdivision, government, department, commission, board, bureau, agency or instrumentality, domestic or foreign ("**Government Authority**") the occurrence of any event which is required to be so reported by any Environmental Law; and
- (f) it holds all licenses, permits and approvals required under any Environmental Laws in connection with the operation of its business and the ownership and use of its assets, except for such licenses, permits or approvals which, if not held or obtained, would not have a Material Adverse Effect on Freyja, all such licenses, permits and approvals are in full force and effect and Freyja has not received any notification pursuant to any Environmental Laws that any work, repairs, constructions or capital expenditures are required to be made by it as a condition of continued compliance with any Environmental Laws, or any license, permit or approval issued pursuant thereto, or that any license, permit or approval referred to above is about to be reviewed, made subject to limitation or conditions, revoked, withdrawn or terminated.

5.9 **Litigation, Etc.**

There are, at the date hereof, no actions, suits or proceedings outstanding, pending, or to the knowledge of Freyja threatened, affecting Freyja before or by any federal, provincial, state, local, foreign, municipal or other governmental department, commission, board, bureau, agency, court or instrumentality, which action, suit or proceeding involves a possibility of any judgment against or liability of Freyja or other person which, if successful, would have a Material Adverse Effect on Freyja, or on the ability of Freyja to consummate the transactions contemplated hereby and Freyja has no knowledge of facts or circumstances which may reasonably give rise to any such actions, cost or proceeding.

5.10 **Securities Matters**

- (a) Freyja is a reporting issuer in the Provinces of Québec, British Columbia and Alberta, and the Freyja Shares are posted and listed for trading on the TSXV. Freyja is not in material default under the *Securities Act* (Alberta) or the rules, by-laws or policies of any stock exchange on which any securities of Freyja are listed. No orders suspending the sale or ceasing the trading of any securities issued by Freyja have been issued by any regulatory authority, and no proceedings for such purpose are pending or, to the knowledge of Freyja, threatened;

- (b) no securities commission or similar regulatory authority, or stock exchange in Canada or the United States has issued any order which is currently outstanding preventing or suspending trading in the securities of Freyja, no such proceeding is, to the knowledge of Freyja, pending, contemplated or threatened and Freyja is not in default of any requirement of any securities laws, rules or policies applicable to Freyja or its securities; and
- (c) the board of directors of Freyja has reserved and allotted to holders of Cyprium Shares that accept the Offer a sufficient number of Freyja Shares as are issuable pursuant to the Offer and, upon acceptance of the Offer in accordance with the terms thereof, such Freyja Shares will be issued as fully paid and non-assessable securities free from any trading restrictions or hold periods (other than customary U.S. legend requirements if applicable), to previous holders of Cyprium Shares that accept the Offer.

5.11 Books and Records

The corporate records and minute books of Freyja have been maintained in accordance with all applicable statutory requirements and are complete and accurate in all material respects.

5.12 No Undisclosed Material Liabilities

Except: (a) as disclosed or reflected in the Freyja Financial Statements; (b) as contained in any of the agreements previously provided to Cyprium's counsel by Freyja's counsel; and (c) for liabilities and obligations: (i) incurred in the ordinary and normal course of business; or (ii) pursuant to the terms of this Agreement, Freyja has not incurred any liabilities of any nature, whether accrued, contingent or otherwise (or which would be required by IFRS to be reflected on the balance sheet of Freyja) that have constituted or would be reasonably likely to constitute a Material Adverse Change in respect of Freyja.

5.13 Tax Matters

- (a) For purposes of this Agreement, the following definitions shall apply:
 - (i) The term "**Taxes**" shall mean all taxes, however denominated, including any interest, penalties or other additions that may become payable in respect thereof, imposed by any federal, provincial, state, local or foreign government or any agency or political subdivision of any such government, which taxes shall include, without limiting the generality of the foregoing, all income or profits taxes (including, but not limited to, federal income taxes and provincial income taxes), capital, payroll and employee withholding taxes, withholding taxes on amounts paid or credited to non-residents, labour taxes, employment insurance, social insurance taxes, sales and use taxes, *ad valorem* taxes, value added taxes, excise taxes, franchise taxes, gross receipts taxes, business license taxes, occupation taxes, real and personal property taxes, stamp taxes, insurance taxes, environmental taxes, transfer taxes, workers' compensation and other governmental charges, and other obligations of the same or of a similar nature to any of the foregoing, which Freyja is required to pay, withhold or collect; and
 - (ii) The term "**Returns**" shall mean all reports, estimates, declarations of estimated tax, elections, information statements and returns relating to, or required to be filed in connection with, any Taxes.

- (b) All Returns required to be filed by or on behalf of Freyja have been duly filed on a timely basis and such Returns are true, complete and correct in all material respects. All Taxes shown to be payable on the Returns or on subsequent assessments with respect thereto have been paid in full on a timely basis, and no other Taxes are payable by Freyja with respect to items or periods covered by such Returns.
- (c) Freyja has paid or provided adequate accruals for taxes as at September 30, 2012 in its financial statements provided to Cyprium for the period ended September 30, 2012, including income taxes and labour taxes, in conformity with IFRS.
- (d) No material deficiencies exist or have been asserted with respect to Taxes of Freyja. Freyja is not a party to any action or proceeding for assessment or collection of Taxes, nor has such event been asserted or to Freyja's knowledge threatened against Freyja or its assets. No waiver or extension of any statute of limitations is in effect with respect to Taxes or Returns of Freyja. There is no audit in process, pending or, to the knowledge of Freyja, threatened by a governmental or taxing authority relating to the Returns of Freyja for the last fiscal year.
- (e) To Freyja's knowledge, all ad valorem, property, production, severance and similar taxes and assessments based on or measured by the ownership of property or the production of its hydrocarbon substances, or the receipt of proceeds therefrom, payable in respect of its oil and gas assets prior to the date hereof have been properly and fully paid and discharged in all material respects, and there are no unpaid taxes or assessments which could result in a lien or charge on its oil and gas assets.

5.14 Debt and Working Capital

As at the date hereof, the working capital of Freyja is greater than \$300,000, excluding the costs of Freyja arising in connection with the Offer.

5.15 No Default Under Lending Agreements

No event of default or breach of any covenant has occurred under Freyja's existing banking and lending agreements.

5.16 Information

- (a) Freyja has disclosed to Cyprium any information in its possession of which it is aware regarding any event, circumstance or action taken which could reasonably be expected to have a Material Adverse Effect on Freyja.
- (b) To the best of the knowledge of Freyja, all material data and information in respect of Freyja and its assets, reserves, liabilities, business and operations provided by Freyja or its advisors to Cyprium and its agents and representatives is complete and true and correct in all material respects as at the respective dates thereof and Freyja has not omitted to provide any material data or information necessary to make any data or information provided by Freyja to Cyprium not misleading in any material respect as at the respective dates thereof.

5.17 Issuances of Securities

All offers and sales of securities in the capital of Freyja from treasury have been made in compliance with all applicable Securities Laws.

5.18 Public Disclosure

As of their respective dates, all information and materials filed by Freyja with the Commissions, and which are available through the SEDAR website as of the date hereof (including all exhibits and schedules thereto and documents incorporated by reference therein) (collectively, the "**Public Record**") did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and complied in all material respects with all applicable legal and stock exchange requirements.

5.19 Title to Assets

Freyja is the owner of and has good and marketable title to all of its assets reflected in the Freyja Financial Statements and all assets acquired by Freyja, free and clear of all Encumbrances whatsoever, except for:

- (a) the Encumbrances disclosed or reflected in the Freyja Financial Statements; and
- (b) liens for taxes not yet due and payable, encumbrances arising by the operation of law, including, without limitation, municipal and zoning ordinances, building and use restrictions, covenants, imperfections, irregularities and defects incurred in the ordinary course of business, obligations not yet due to carriers, warehousemen, labourers, material men and the like.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF CYPRIUM

Cyprium hereby represents and warrants and, if applicable, covenants to Freyja as follows and acknowledges that Freyja is relying upon these representations and warranties in connection with the entering into of this Agreement:

6.1 Organization and Qualification

Cyprium, the Cyprium Subsidiaries and, to the best of Cyprium's knowledge, Coyame Copper, are corporations duly incorporated and organized. Cyprium is validly existing under the federal laws of Canada and has the requisite corporate power and authority to carry on its business as it is now being conducted and each of the Cyprium Subsidiaries and, to the best of Cyprium's knowledge, Coyame Copper, are validly existing under the laws of its jurisdiction of incorporation and has the requisite corporate power and authority to carry on its business as it is now being conducted. Cyprium, the Cyprium Subsidiaries and, to the best of Cyprium's knowledge, Coyame Copper, are duly registered to do business and are in good standing in each jurisdiction in which the character of its properties, owned or leased, or the nature of its activities make such registration necessary, except where the failure to be so registered or in good standing would not have a Material Adverse Effect on Cyprium, the Cyprium Subsidiaries or Coyame Copper, as applicable.

6.2 Authority Relative to this Agreement

Cyprium has the requisite corporate authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by its board of directors, and no other corporate proceedings on the part of Cyprium are necessary to authorize this Agreement (except for obtaining shareholder approval in respect of any Second Stage Transaction) and the transactions contemplated hereby. This Agreement has been duly executed and delivered by Cyprium and constitutes a legal, valid and binding obligation of Cyprium enforceable against Cyprium in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and to general principles of equity.

6.3 No Violations

- (a) Neither the execution and delivery of this Agreement by Cyprium, the consummation of the transactions contemplated hereby nor compliance by Cyprium with any of the provisions hereof will: (i) violate, conflict with, or result in a breach of any provision of, require any consent, approval or notice under, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) or result in a right of termination or acceleration under, or result in a creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of Cyprium under, any of the terms, conditions or provisions of: (A) the Cyprium Governing Documents or (B) any material note, bond, mortgage, indenture, loan agreement, deed of trust, agreement, lien, contract or other instrument or obligation to which Cyprium is a party or to which it, or its properties or assets, may be subject or by which Cyprium is bound; or (ii) subject to compliance with the Corporate Laws and Securities Laws, violate any judgment, ruling, order, writ, injunction, determination, award, decree, statute, ordinance, rule or regulation applicable to Cyprium (except, in the case of each of clauses (i) and (ii) above, for such violations, conflicts, breaches, defaults, terminations which, or any consents, approvals or notices which if not given or received, would not have any Material Adverse Effect on Cyprium or on the ability of Cyprium to consummate the transactions contemplated hereby).
- (b) Other than in connection with or in compliance with the provisions of Corporate Laws and Securities Laws: (i) there is no legal impediment to Cyprium's consummation of the transactions contemplated by this Agreement; and (ii) no filing or registration with, or authorization, consent or approval of, any domestic or foreign public body or authority is necessary by Cyprium in connection with the making or the consummation of the Offer, except for such filings or registrations which, if not made, or for such authorizations, consents or approvals, which, if not received, would not have a Material Adverse Effect on the ability of Cyprium to consummate the transactions contemplated hereby.

6.4 Capitalization

As of the date hereof, the authorized share capital of Cyprium consists of an unlimited number of Cyprium Shares and an unlimited number of preferred shares, special shares and special voting shares. As of the date hereof, only 7,480,000 Cyprium Shares were issued and outstanding. As of the date hereof, no options to acquire Cyprium Shares have been granted and Cyprium Warrants to acquire an aggregate of 2,860,000 Cyprium Shares have been issued and outstanding. Except as set forth above, there are no securities of Cyprium outstanding and no options, warrants or other rights, agreements or commitments of any character whatsoever requiring the issuance, sale or transfer by Cyprium of any shares of Cyprium (including the Cyprium Shares) or any securities convertible into, or exchangeable or

exercisable for, or otherwise evidencing a right to acquire, any shares of Cyprium (including the Cyprium Shares), nor are there any outstanding stock appreciation rights, phantom equity or similar rights, agreements, arrangements or commitments based upon the book value, income or other attributes of Cyprium. All outstanding Cyprium Shares have been duly authorized and validly issued, are fully paid and non-assessable and are not subject to, nor were they issued in violation of, any pre-emptive rights, and all Cyprium Shares issuable upon exercise of outstanding Cyprium Warrants in accordance with their respective terms will be duly authorized and validly issued, fully paid and non-assessable and will not be subject to any pre-emptive rights.

6.5 No Material Adverse Change

At the signing of this Agreement, there has not been any Material Adverse Change in the assets, liabilities or obligations (absolute, contingent or otherwise) of Cyprium from the position set forth in the Cyprium Financial Statements and there has not been any Material Adverse Change in respect of Cyprium since Cyprium commenced active operations; and since that time there have been no material facts, transactions, events or occurrences which could materially adversely affect the capital, assets, liabilities (absolute, accrued, contingent or otherwise), business, operations or condition (financial or otherwise) or results of the operations of Cyprium or that could affect Cyprium's ability to consummate the transactions contemplated by this Agreement.

6.6 Financial Statements

The Cyprium Financial Statements will be provided to Freyja on or before the date on which the Offer is made and shall fairly present, in accordance with IFRS (other than note disclosure in respect of the financial statements that are unaudited) consistently applied, the financial position and condition of Cyprium at the dates thereof and the results of the operations of Cyprium for the periods then ended and reflect all assets, liabilities or obligations (absolute, accrued, contingent or otherwise) of Cyprium as at the dates thereof.

6.7 Compliance with Applicable Laws

Cyprium has conducted and is conducting its business in compliance in all material respects with all applicable laws, rules and regulations and, in particular, all applicable licensing and environmental legislation, regulations or by-laws or other lawful requirement of any governmental or regulatory bodies applicable to Cyprium of each jurisdiction in which Cyprium carries on its business (except to the extent that the failure to so comply would not have a Material Adverse Effect on Cyprium) and holds all licences, registrations and qualifications in all jurisdictions in which Cyprium carries on its business which are necessary to carry on the business of Cyprium (other than those that, the failure of which to so hold, would not have a Material Adverse Effect on Cyprium), as now conducted and as presently proposed to be conducted and all such licenses, registrations or qualifications are valid and existing and in good standing and none of such licenses, registrations or qualifications contains any burdensome term, provision, condition or limitation which has or would reasonably be expected to have a Material Adverse Effect on the business of Cyprium, as now conducted or as proposed to be conducted.

6.8 Title to Assets

Cyprium, the Cyprium Subsidiaries and, to the best of Cyprium's knowledge, Coyame Copper have good and marketable title to the Cyprium Assets and Coyame Copper Assets, respectively, free and clear of all Encumbrances except for liens for taxes not yet due and payable, encumbrances arising by the operation of law, including, without limitation, municipal and zoning ordinances, building

and use restrictions, covenants, imperfections, irregularities and defects incurred in the ordinary course of business, obligations not yet due to carriers, warehousemen, labourers, material men and the like.

The Cyprium Assets which are held by Exploracion Rio are accurately described in the Cyprium Disclosure Letter and is in good standing and are not subject to any claims against their validity by any person and Exploracion Rio owns a one hundred (100%) percent legal and beneficial right, title and interest in and to the Cyprium Assets which are held by Exploracion Rio and which are free and clear of all Encumbrances.

To the best of Cyprium's knowledge, after making reasonable inquiries, the Coyame Copper Assets which will be acquired by Coyame Copper in connection with the Coyame Copper Acquisition are accurately described in the Cyprium Disclosure Letter and are in good standing and are not subject to any claims against their validity by any person and Coyame Copper owns a one hundred (100%) percent legal and beneficial right, title and interest in and to the Coyame Copper Assets, which is free and clear of all Encumbrances.

To the best of Cyprium's knowledge, after making reasonable inquiries, the property comprising the Coyame Copper Assets is in good standing under the laws of the jurisdiction in which the Coyame Copper Assets are located and the claims comprising the Coyame Copper Assets have been duly and validly located and recorded at the governmental agency or agencies, as the case may be, in which the Coyame Copper Assets are located, and will be in good standing at the Take-up Date.

To the best of the knowledge of Cyprium, no other person owns any assets (other than leased assets) which are being used in either the business of Cyprium and the Cyprium Subsidiaries or in the business of Coyame Copper. There are no agreements or commitments to purchase property or assets and no person, firm or corporation has any proprietary or possessory interest in the Cyprium Assets or, to the best of Cyprium's knowledge, the Coyame Copper Assets other than Cyprium, and no other person is entitled to any royalty or other payment in the nature of rent or royalty on any ore or product from the Cyprium Assets or the Coyame Copper Assets, other than as disclosed in the Cyprium Disclosure Letter.

6.9 Rio Fuerte Property

Exploracion Rio beneficially owns a 100% interest in the Rio Fuerte Property and is the registered holder of the Rio Fuerte Property.

The Rio Fuerte Property is in good standing under the laws of the jurisdiction in which the Rio Fuerte Property is located and the claims comprising the Rio Fuerte Property have been duly and validly located and recorded at the governmental agency or agencies, as the case may be, in which the Rio Fuerte Property are located, and will be in good standing at the Take-up Date.

All work carried out on the Rio Fuerte Property by or under Cyprium or the Cyprium Subsidiaries' direction has been done in material compliance with all applicable laws and regulations and Cyprium has no reason to believe or knowledge of any prior work carried out on the Rio Fuerte Property by third parties has not been done in material compliance with all applicable laws and regulations.

Cyprium maintains reasonably sufficient property, general liability and third party insurance and all of such insurance policies are in good standing and in the opinion of management of Cyprium are sufficient, in all material respects, to protect Cyprium and the Cyprium Assets against potential liabilities of the business of Cyprium.

6.10 Partnerships or Joint Ventures

Other than as set forth in the Cyprium Disclosure Letter, neither Cyprium or, to the best of Cyprium's knowledge, Coyame Copper are a partner or participant in any partnership, joint venture, profit-sharing arrangement or other association of any kind and they are not parties to any agreement under which they have agreed to carry on any part of their business or any other activity in such manner or by which they have agreed to share any revenue or profit with any other person.

Cyprium and the Cyprium Subsidiaries have good, valid and marketable title to the properties and assets currently used in its business, real (including, but not limited to, the Rio Fuerte Property), personal and mixed, free and clear of all mortgages, liens, pledges, security interests, charges, claims, restrictions, accruals and other encumbrances and defects of title of any nature whatsoever, other than as disclosed in the financial statements of Cyprium, except as would not be material or as may have been entered into after the date of the relevant financial statements in the ordinary course of business

6.11 Restrictions on Doing Business

None of Cyprium, Cyprium Subsidiaries or, to the best of Cyprium's knowledge, Coyame Copper, are a party to or bound by any agreement which would restrict or limit its right to carry on any business or activity or to solicit business from any person or in any geographical area or otherwise to conduct business as it may determine. There are no facts or circumstances which could adversely affect the ability of Cyprium or, to the best of Cyprium's knowledge, Coyame Copper to continue to operate their respective businesses as presently conducted following the completion of the transactions contemplated herein.

6.12 Conduct of Operations

Any and all operations of Cyprium, and to the best of Cyprium's knowledge, any and all operations of Cyprium, Coyame Copper and by third parties on or in respect of the assets and properties of Cyprium and Coyame Copper, respectively, have been conducted in accordance with mineral exploration industry practices, except where the lack of or lesser standard of such conduct would not have a Material Adverse Effect on the business of Cyprium or Coyame Copper.

6.13 Environmental Matters

Except to the extent that any violation or other matter referred to in this subparagraph does not have a Material Adverse Effect on Cyprium or Coyame Copper:

- (a) to the best of Cyprium's knowledge and except as set forth in the Cyprium Disclosure Letter, none of Cyprium, the Cyprium Subsidiaries or Coyame Copper are in violation of any applicable Environmental Laws;
- (b) to the best of Cyprium's knowledge, each of Cyprium, the Cyprium Subsidiaries and Coyame Copper have operated their businesses at all times and has received, handled, used, stored, treated, shipped and disposed of all contaminants without violation of Environmental Laws;
- (c) to the best of Cyprium's knowledge, other than as disclosed to Cyprium, there have been no spills, releases, deposits or discharges of hazardous or toxic substances, contaminants or wastes into the earth, air or into any body of water or any municipal or other sewer or drain water systems by Cyprium, the Cyprium Subsidiaries or Coyame Copper that have not been remedied;

- (d) no orders, directions or notices have been issued and remain outstanding pursuant to any Environmental Laws relating to the business or assets of Cyprium, the Cyprium Subsidiaries or, to the best of Cyprium's knowledge, Coyame Copper;
- (e) it has not failed to report to the proper Government Authority the occurrence of any event which is required to be so reported by any Environmental Law; and
- (f) Cyprium, the Cyprium Subsidiaries and, to the best of Cyprium's knowledge, Coyame Copper hold all licenses, permits and approvals required under any Environmental Laws in connection with the operation of its business and the ownership and use of its assets, except for such licenses, permits or approvals which, if not held or obtained, would not have a Material Adverse Effect on Cyprium or Coyame Copper, all such licenses, permits and approvals are in full force and effect and neither Cyprium nor Coyame Copper have not received any notification pursuant to any Environmental Laws that any work, repairs, constructions or capital expenditures are required to be made by it as a condition of continued compliance with any Environmental Laws, or any license, permit or approval issued pursuant thereto, or that any license, permit or approval referred to above is about to be reviewed, made subject to limitation or conditions, revoked, withdrawn or terminated.

6.14 Technical Report

To the best of the knowledge of Cyprium, the Coyame Copper 43-101 Report will be in compliance with NI 43-101. Cyprium has made available to the author of such reports all reports, technical documents and related materials required for the preparation and completion of such technical reports in compliance with NI 43-101.

6.15 Litigation, etc.

Other than as disclosed in the Cyprium Disclosure Letter, there are, at the date hereof, no actions, suits or proceedings outstanding, pending, or to the knowledge of Cyprium threatened, affecting Cyprium or the Cyprium Subsidiaries or any of their properties before or by any federal, provincial, state, local, foreign, municipal or other governmental department, commission, board, bureau, agency, court or instrumentality, which action, suit or proceeding involves a possibility of any judgment against or liability of Cyprium or other person and Cyprium has no knowledge of facts or circumstances which may reasonably give rise to any such actions, cost or proceeding.

6.16 Employee Obligations

Cyprium represents that there are as at the date hereof no amounts payable and as at the Take-Up Date there will be no amounts payable by Cyprium for Employee Obligations, other than the full particulars of the Employee Obligations as disclosed by Cyprium to Freyja in the Cyprium Disclosure Letter.

6.17 Subsidiaries

Other than Cyprium Subsidiaries, Cyprium does not own shares of any corporation and does not have any other ownership or investment interest, either of record, beneficially or equitably, in any association, partnership, joint venture or legal entity, except for bank, chequing and money market accounts and other cash equivalent investments.

6.18 Material Agreements

Other than as disclosed in the Cyprium Disclosure Letter, there are no agreements material to the conduct of Cyprium's business, except contracts entered into in the ordinary course of business and the agreements provided to Freyja and all such agreements are valid and subsisting and Cyprium is not in material default under any such agreements, permits, licenses, approvals, certificates and other rights and authorizations.

6.19 Employment Agreements

Other than as set forth in the Cyprium Disclosure Letter, Cyprium is not a party to any written employment or consulting agreement or any verbal employment or consulting agreement, which may not be terminated on one months' notice or which provides for a payment on a change of control of Cyprium or severance of employment.

6.20 Employee Benefit Plans

Cyprium has no employee benefit plans other than: (i) the Cyprium Compensation Plan; and (ii) existing health, dental, vision and life insurance and disability plans described in the Cyprium Disclosure Letter, and has made no promises with respect to increased benefits under such plans. All contributions (including premiums) required by law or contract to have been paid or accrued, under or with respect to such plans, have been paid or accrued as at that date, as the case may be, except where failure to make any such contribution could not reasonably be expected to result in a Material Adverse Change.

6.21 Books and Records

The corporate records and minute books of Cyprium and the Cyprium Subsidiaries, as applicable, have been maintained in accordance with all applicable statutory requirements and are complete and accurate in all material respects.

The books of account and other records of Cyprium and the Cyprium Subsidiaries, whether of a financial or accounting nature or otherwise, have been maintained in accordance with prudent business practice.

6.22 Tax Matters

- (a) All Returns required to be filed by or on behalf of Cyprium or the Cyprium Subsidiaries have been duly filed on a timely basis and such Returns are true, complete and correct in all material respects. All Taxes shown to be payable on the Returns or on subsequent assessments with respect thereto have been paid in full on a timely basis, and no other Taxes are payable by Cyprium or the Cyprium Subsidiaries with respect to items or periods covered by such Returns.
- (b) Cyprium has paid or provided adequate accruals for taxes as at December 31, 2012 in its financial statements provided to Freyja for the period ended December 31, 2012, including income taxes and labour taxes, in conformity with IFRS.
- (c) No material deficiencies exist or have been asserted with respect to Taxes of Cyprium or the Cyprium Subsidiaries. Cyprium is not a party to any action or proceeding for assessment or collection of Taxes, nor has such event been asserted or to Cyprium's knowledge threatened

against Cyprium or its assets. No waiver or extension of any statute of limitations is in effect with respect to Taxes or Returns of Cyprium. There is no audit in process, pending or, to the knowledge of Cyprium, threatened by a governmental or taxing authority relating to the Returns of Cyprium for the last fiscal year.

- (d) To Cyprium's knowledge, all ad valorem, property, production, severance and similar taxes and assessments based on or measured by the ownership of property or the production of its hydrocarbon substances, or the receipt of proceeds therefrom, payable in respect of its oil and gas assets prior to the date hereof have been properly and fully paid and discharged in all material respects, and there are no unpaid taxes or assessments which could result in a lien or charge on its oil and gas assets.
- (e) The Cyprium Shares are not listed on a designated stock exchange and not more than 50% of the fair market value of such shares is derived from real or immovable property situated in Canada, Canadian resource properties, timber resource properties, or options in respect of or interests in any of such properties.

6.23 Debt and Working Capital

As at the date hereof, the Cyprium Total Net Debt is nil, excluding the costs of Cyprium in connection with the Offer.

6.24 Financial Commitments

Other than those disclosed in the Cyprium Disclosure Letter, and except for operating costs incurred in the ordinary course of business, as of the date hereof, Cyprium has no outstanding authorities for expenditures or other financial commitments in respect of the Cyprium Assets.

6.25 No Default Under Lending Agreements

No event of default or breach of any covenant has occurred under Cyprium's existing banking and lending agreements.

6.26 No Undisclosed Material Liabilities

Except: (a) as disclosed or reflected in the Cyprium Financial Statements; and (b) for liabilities and obligations: (i) incurred in the ordinary and normal course of business; or (ii) pursuant to the terms of this Agreement or otherwise disclosed herein, Cyprium has not incurred any liabilities of any nature, whether accrued, contingent or otherwise (or which would be required by IFRS to be reflected on the balance sheet of Cyprium) that have constituted or would be reasonably likely to constitute a Material Adverse Change in respect of Cyprium.

6.27 Insurance

Policies of insurance in force as of the date hereof naming Cyprium as an insured adequately cover all risks reasonably and prudently foreseeable in the operation and conduct of the business of Cyprium. All such policies of insurance shall remain in force and effect and shall not be cancelled or otherwise terminated as a result of the transactions contemplated hereby or by the Offer.

6.28 Private Issuer

- (a) Cyprium is not a reporting issuer in any jurisdiction in Canada;
- (b) there is not a published market in respect of the Cyprium Shares; and
- (c) the number of holders of Cyprium Shares is not more than 50, exclusive of holders: (i) who are in the employment of Cyprium; or (ii) who were formerly in the employment of Cyprium and while in that employment were and have continued after that employment to be holders of Cyprium Shares.

6.29 Information

- (a) Cyprium has disclosed to Freyja any information in its possession of which it is aware regarding any event, circumstance or action taken which could reasonably be expected to have a Material Adverse Effect on Cyprium.
- (b) To the best of the knowledge of Cyprium, all material data and information in respect of Cyprium and its assets, reserves, liabilities, business and operations provided by Cyprium or its advisors to Freyja and its agents and representatives is complete and true and correct in all material respects as at the respective dates thereof and Cyprium has not omitted to provide any material data or information necessary to make any data or information provided by Cyprium to Freyja not misleading in any material respect as at the respective dates thereof.

6.30 Shareholder Rights Plan

There is not in effect with respect to Cyprium, and prior to the Expiry Time Cyprium will not implement, a shareholder rights plan or any other form of plan, agreement, contract or instrument that will trigger any rights to acquire Cyprium Shares or other securities of Cyprium or rights, entitlements or privileges in favour of any person upon the entering into of this Agreement or the making of the Offer.

6.31 No Unanimous Shareholder Agreement

Neither Cyprium nor, to the best of Cyprium's knowledge any of its shareholders, is a party to any unanimous shareholders agreement, pooling agreement, voting trust or other similar type of arrangement in respect of outstanding securities of Cyprium.

6.32 Restriction on Business

The execution, delivery and performance of this Agreement does not and will not result in the restriction of Cyprium from engaging in its business or from competing with any person or in any geographical area and do not and will not result in a Material Adverse Effect on its business or trigger or cause to arise any rights of any person under any contract or arrangement to restrict any of the foregoing from engaging in the business currently carried on by Cyprium.

6.33 Issuances of Securities

All offers and sales of securities in the capital of Cyprium from treasury or by Cyprium including, without limitation, the Cyprium Shares, and Cyprium Warrants have been made in material compliance with all applicable Securities Laws.

6.34 Encumbered Cyprium Shares

To the best of Cyprium's knowledge, neither Cyprium nor any of its shareholders is a party to any security agreement or other similar type of arrangement in respect of which Cyprium Shares have been charged, encumbered or otherwise provided as collateral.

6.35 Area of Mutual Interest and Other Agreements

Except as disclosed in the Cyprium Disclosure Letter, there is no non-competition, exclusivity, area of mutual interest or other similar agreement, commitment or understanding in place, whether written or oral, to which Cyprium or, to the knowledge of Cyprium, any director, officer, employee or consultant or any affiliate of such persons is a party or is otherwise bound that would now or hereafter, in any way limit the business or operations of Cyprium: (i) in a particular manner or to a particular locality or geographic region, or (ii) for a limited period of time.

6.36 Material Contracts

Except for this Agreement or as disclosed in the Cyprium Disclosure Letter, there are no material contracts or agreements to which Cyprium or the Cyprium Subsidiaries are a party or by which they are bound. For the purposes of this subparagraph, any contract or agreement pursuant to which Cyprium or the Cyprium Subsidiaries will, or may reasonably be expected to result in, a requirement of Cyprium or the Cyprium Subsidiaries to expend more than an aggregate of \$50,000 or receive or be entitled to receive revenue of more than \$50,000 in either case in the next twelve months, or is out of the ordinary course of business of Cyprium or the Cyprium Subsidiaries, shall be considered to be material.

6.37 Leases and Other Obligations

Details regarding all of Cyprium and the Cyprium Subsidiaries's outstanding material leases, office leases, office equipment and computer leases and other technical software leases and arrangements, field equipment leases and leased vehicles have been provided to Freyja or are disclosed in the Cyprium Disclosure Letter.

6.38 Flow-Through Obligations

Cyprium does not have any outstanding obligation to incur any Canadian exploration expense or Canadian development expense as a result of any agreements with any persons respecting the issuance of shares on a flow through basis under the Tax Act that have not yet been fully expended and renounced.

6.39 Outstanding Acquisitions or Dispositions

Other than as disclosed in the Cyprium Disclosure Letter, Cyprium and the Cyprium Subsidiaries have no rights to purchase any assets, properties or undertakings of third parties nor any obligation to sell assets, properties or undertakings with a value in excess of \$50,000, in the aggregate, under any agreements to purchase or sell that have not closed.

6.40 Transaction Costs

All transaction costs, including all advisory, legal, geological, audit or other expenses related to the Offer, Employee Obligations and transactions contemplated hereby, of Cyprium related to

the Offer and the transactions contemplated hereby will not exceed \$20,000 as disclosed in the Cyprium Disclosure Letter.

6.41 No Guarantees or Indemnities

Cyprium and the Cyprium Subsidiaries are not a party to or bound by any agreement of guarantee, indemnification (other than a indemnification of directors and officers in accordance with the by-laws of Cyprium and the Cyprium Subsidiaries and applicable laws and indemnities to support obligations pursuant to agreements entered into in the ordinary course of business), or any other like commitment of the obligations, liabilities (contingent or otherwise) of indebtedness of any other person.

6.42 No Loans

Cyprium and the Cyprium Subsidiaries do not have any loans or other indebtedness currently outstanding which have been made to or from any of its shareholders, officers, directors or employees or any other person not dealing at arm's length with Cyprium and the Cyprium Subsidiaries.

6.43 No Net Profits or Other Interests

No officer, director, employee or any other person not dealing at arm's length with Cyprium or, to the knowledge of Cyprium, any associate or affiliate of any such person, owns, has or is entitled to any royalty, net profits interest, carried interest or any other encumbrances or claims of any nature whatsoever which are based on production from the properties or assets of Cyprium or the Cyprium Subsidiaries or any revenue or rights attributed thereto.

6.44 U.S. Matters

- (a) Cyprium is a "foreign private issuer" within the meaning of Rule 405 of Regulation C adopted by the United States Securities and Exchange Commission under the *United States Securities Act of 1933*, as amended (the "**U.S. Securities Act**");
- (b) Cyprium is not registered or reported to be registered as an investment company under the *Investment Company Act of 1940*;
- (c) Cyprium is not incorporated in the United States and the principal offices of Cyprium are not located within the United States; and
- (d) Cyprium does not hold more than US\$50 million worth of assets in the United States, measured by fair market value, and has not made aggregate sales in or into the United States exceeding US\$50 million during its most recent fiscal year.

ARTICLE 7 CONDUCT OF BUSINESS

7.1 Conduct of Business by Cyprium and Cyprium Subsidiaries

Cyprium covenants and agrees that, during the period from the date of this Agreement until the earlier of either: (i) the Effective Time; or (ii) this Agreement is terminated by its terms, unless Freyja shall otherwise agree in writing, except as required by law or as otherwise expressly permitted or specifically contemplated by this Agreement:

- (a) the business of Cyprium and the Cyprium Subsidiaries (for the balance of this Section, the term "Cyprium shall mean Cyprium and the Cyprium Subsidiaries taken as a whole) shall be conducted only in, and Cyprium shall not take any action except in, the usual and ordinary course of business and consistent with past practice, and Cyprium shall use all commercially reasonable efforts to maintain and preserve its business organization, assets, employees and advantageous business relationships and Cyprium shall consult with Freyja in respect of the ongoing business and affairs of Cyprium and keep Freyja apprised of all developments relating thereto;
- (b) Cyprium shall not directly or indirectly do or permit to occur any of the following: (i) amend the Cyprium Governing Documents; (ii) declare, set aside or pay any dividend or other distribution or payment (whether in cash, shares or property) in respect of its shares owned by any person; (iii) issue, grant, sell or pledge or agree to issue, grant, sell or pledge any shares or other interest of Cyprium, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, shares of Cyprium, other than Cyprium Shares issuable pursuant to the terms of the Cyprium Warrants; (iv) redeem, purchase or otherwise acquire any of its outstanding shares or other securities other than as provided in Section 2.4 or 2.5; (v) split, combine or reclassify any of its shares; (vi) adopt a plan of liquidation or resolutions providing for the liquidation, dissolution, merger, consolidation or reorganization of Cyprium; or (vii) enter into or modify any contract, agreement, commitment or arrangement with respect to any of the foregoing, except as permitted above.
- (c) Cyprium shall not, without prior consultation with and the consent of Freyja, such consent not to be unreasonably withheld, directly or indirectly do any of the following: (i) sell, Cyprium, dispose of or encumber any assets having an individual value in excess of \$50,000 individually or \$75,000 in the aggregate; (ii) acquire (by merger, amalgamation, consolidation or acquisition of shares or assets) any corporation, partnership or other business organization or division thereof, or make any investment either by purchase of shares or securities, contributions of capital or property transfer; (iii) other than the Coyame Copper Acquisition, acquire any assets with an acquisition cost which would exceed \$50,000 individually or \$75,000 in the aggregate; (iv) incur or commit to incur any indebtedness for borrowed money except in the ordinary course of business, or any other material liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for, the obligations of any other individual or entity, or make any loans or advances other than fees payable to legal advisors in the ordinary course and fees payable to legal and financial advisors in respect of the Offer; (v) authorize, recommend or propose any release or relinquishment of any material contract right; (vi) waive, release, grant or transfer any material rights of value or modify or change in any material respect any existing material license, lease, contract, production sharing agreement, government land concession or other material document; (viii) enter into or terminate any hedges, swaps or other financial instruments or like transactions (other than in accordance with their terms); (ix) except for commitments or intended commitments previously disclosed to and approved by Freyja, enter into commitments of a capital expenditure nature including property purchases and freehold lease acquisitions or incur any contingent liability in excess of \$50,000 individually or \$750,000 in the aggregate; (x) enter into any non-arm's length transactions including with any officers, directors or employees of Cyprium or any of its subsidiaries or transfer any property or assets of Cyprium to any employees, or (xi) authorize or propose any of the foregoing, or enter into or modify any contract, agreement, commitment or arrangement to do any of the foregoing except: (A) as may be necessary for the maintenance of existing facilities, machinery and equipment in good operating condition and repair in the ordinary course of business; or (B) as may be required by law;

- (d) Cyprium shall conduct itself so as to keep Freyja reasonably informed as to its business affairs and operational matters including, without limitation, providing Freyja with operational updates on no less than a weekly basis;
- (e) Cyprium shall not create any additional Employee Obligations and Cyprium shall not grant to any officer or director an increase in compensation in any form, grant any general salary increase, grant to any other employee any increase in compensation in any form, make any loan to any officer, director or employee, or take any action with respect to the grant of any severance or termination pay arising from the Offer or a change of control of Cyprium, other than the Employee Obligations and other than the acceleration of the vesting and expiry dates of outstanding Cyprium Warrants or the entering into of any employment agreement with, any officer or director, or with respect to any increase of benefits payable under its current pay policies;
- (f) other than directors' and officers' run-off-insurance as required to be put in place in accordance with the terms of this Agreement, Cyprium shall not, without limitation, amend the exercise price of any Cyprium Warrant, adopt or amend or make any contribution to any bonus, profit sharing, option, pension, retirement, 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, arrangement or agreements;
- (g) Cyprium shall not take any action that would render or may reasonably be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect; and
- (h) Cyprium will maintain in force its current policies of insurance until the Expiry Time and will pay all premiums in respect of such insurance policies that fall due between the date hereof and the Expiry Time.

7.2 Provision of Information; Access

Immediately upon acceptance of this Agreement, Cyprium shall provide to Freyja information, subject to the existing confidentiality restrictions pursuant to the Confidentiality Agreement, to enable Freyja to quickly and efficiently integrate the business and affairs of Cyprium with Freyja at the Effective Time and Cyprium shall permit:

- (i) Freyja and its representatives to have reasonable access to Cyprium's premises, field operations, records, computer systems, properties, books, contracts, records, employees, consultants and management personnel; and
- (ii) Freyja and its representatives to be informed of the operations of Cyprium to ensure there is compliance with Section 7.1 hereof.

It is acknowledged that the purpose of this clause is to permit Freyja to be in a position to expeditiously integrate the business and operations of Cyprium with that of Freyja immediately upon but not prior to, the Effective Time without causing any unreasonable disruptions to Cyprium's business or operations prior to the Effective Time.

7.3 Indemnities and Directors' and Officers' Insurance

Cyprium shall fulfill its obligations pursuant to indemnities provided or available to past and present officers and directors of Cyprium pursuant to the provisions of the constating documents of Cyprium, the Act and the written indemnity agreements which have been entered into between Cyprium and its officers and directors effective on or prior to the date hereof.

ARTICLE 8 COVENANTS OF CYPRIUM

8.1 Notice of Material Change

From the date hereof until the termination of this Agreement, Cyprium shall promptly notify Freyja in writing of:

- (a) any Material Adverse Change (actual, anticipated, contemplated or, to the knowledge of Cyprium, threatened, financial or otherwise) in the business, affairs, financial condition, prospects, operations, assets, liabilities (contingent or otherwise) or capital of Cyprium;
- (b) any change in the facts relating to any representation or warranty set forth in Article 6 which change is or may be of such a nature as to render any such representation or warranty misleading or untrue in a material respect as at the date hereof or as at any subsequent date;
- (c) any material fact in respect of Cyprium or its shareholders which arises and which would have been required to be stated herein had the fact arisen on or prior to the date of this Agreement including, without limitation, any material fact that could reasonably be expected to result in any of the conditions to completion of the Offer not being satisfied prior to the Expiry Time; or
- (d) any change in circumstances which arises and which would reasonably be expected to result in any of the Cyprium Shareholders that have provided Pre-Tender Agreements not tendering their Cyprium Shares to the Offer.

Cyprium shall in good faith discuss with Freyja any change in circumstances (actual, anticipated, contemplated or, to the knowledge of Cyprium, threatened, financial or otherwise) which is of such a nature that there may be a reasonable question as to whether notice need to be given to Freyja pursuant to this section.

8.2 Freyja Non-Completion Fee and Reimbursement Fee

Cyprium shall pay to Freyja a fee (the "**Freyja Non-Completion Fee**") equal to \$150,000, if, at any time after the date hereof, any of the following occur:

- (a) the board of directors of Cyprium fails to recommend that shareholders of Cyprium accept the Offer or withdraws or, in any manner adverse to completion of the Offer or to Freyja, redefines, modifies or changes any of its recommendations or determinations referred to in Section 2.2(a) prior to the Expiry Time;
- (b) any bona fide Take-over Proposal is announced or proposed prior to the expiry of the Offer, and the board of directors of Cyprium shall have failed to reaffirm and maintain its recommendation of the Offer to Cyprium's shareholders within five (5) Business Days of Freyja making a request

of Cyprium to do so or such Take-over Proposal being publicly announced, proposed, offered or made, whichever occurs first;

- (c) the board of directors of Cyprium shall have recommended that Cyprium's shareholders deposit their Cyprium Shares under, vote in favour of, or otherwise accept, a Take-over Proposal prior to the termination of this Agreement;
- (d) Cyprium shall have entered into any agreement with any person with respect to a Take-over Proposal prior to the Expiry Time, (excluding a confidentiality agreement contemplated by Section 8.3(b)(i)(B)); or
- (e) there is a breach or non-performance by Cyprium of its covenants, agreements or obligations herein which has not been cured to the satisfaction of Freyja, acting reasonably, within five (5) Business Days of receipt of notice by Cyprium of any such breach or non-performance (other than in respect of Section 8.3, in respect of which no cure period shall be applicable).

Cyprium agrees that the Freyja Non-Completion Fee will be paid forthwith upon the occurrence of any such event and in any event within five (5) Business Days of the date of the earliest of such event to occur. On the date of the earliest event described above in this Section 8.2, Cyprium shall be deemed to hold such sum in trust for Freyja. For greater certainty, the Freyja Non-Completion Fee shall only be required to be paid to Freyja once. Freyja acknowledges and agrees that the payment of the Freyja Non-Completion Fee shall represent a genuine pre-estimate of damages as a result of any circumstances giving rise to the payment of the Freyja Non-Completion Fee as set forth above and the payment of the Freyja Non-Completion Fee shall represent the sole and only recourse against Cyprium in respect of any such matter provided however, that this limitation shall not apply in the event of fraud or wilful breach of this Agreement by Cyprium. Furthermore, nothing herein shall preclude a Party from seeking injunctive relief to restrain any breach or threatened breach of the covenants or agreements set forth in this Agreement or the Confidentiality Agreement or otherwise to obtain specific performance of any of such act, covenants or agreements, without the necessity of posting bond or security in connection therewith.

Cyprium further agrees that, in the event Cyprium materially breaches any of its representations and warranties made in this Agreement, the Freyja Non-Completion Fee is not payable and Freyja elects not to take-up and pay for any Cyprium Shares under the Offer, provided that Cyprium shall have been given written notice of and five (5) Business Days to cure any misrepresentation and has failed to cure any such misrepresentation by Cyprium, Cyprium shall pay to Freyja a fee (the "**Freyja Reimbursement Fee**") equal to \$50,000. Cyprium agrees that the Freyja Reimbursement Fee will be paid forthwith upon the occurrence of the event referred to in the preceding sentence and in any event within five (5) Business Days of the date of such event to occur. On the date of this event, Cyprium shall be deemed to hold such sum in trust for Freyja. For greater certainty, the Freyja Reimbursement Fee shall only be required to be paid to Freyja once. Freyja acknowledges and agrees that the payment of the Freyja Reimbursement Fee shall represent a genuine pre-estimate of damages as a result of any circumstances giving rise to the payment of the Freyja Reimbursement Fee as set forth above and the payment of the Freyja Reimbursement Fee shall represent the sole and only recourse against Cyprium in respect of any such matter provided however, that this limitation shall not apply in the event of fraud or wilful breach of this Agreement by Cyprium.

8.3 No Solicitation

- (a) Cyprium shall immediately cease and cause to be terminated any existing solicitation, initiation, encouragement, activity, discussion, negotiation procedure with any parties conducted heretofore by Cyprium or any of its officers, directors, employees, financial advisors, representatives and agents ("**Representatives**") with respect to a Take-over Proposal whether or not initiated by Cyprium and in connection therewith, Cyprium shall not release any third party from any confidentiality or standstill agreement to which Cyprium and such third party is a party or amend any of the foregoing and shall exercise all rights to require the return of information regarding Cyprium;
- (b) From and after the date hereof, Cyprium will not, directly or indirectly, do or authorize or permit any of its Representatives to do, any of the following:
 - (i) solicit, assist, knowingly facilitate, initiate or encourage (including by way of furnishing any non-public information) any Take-over Proposal;
 - (ii) enter into or participate in any discussions or negotiations regarding an Take-over Proposal, or furnish to any other Person any information with respect to its businesses, properties, operations, prospects or conditions (financial or otherwise) in connection with a Take-over Proposal or otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt of any other Person to do or seek to do any of the foregoing;
 - (iii) waive, or otherwise forbear in the enforcement of, or enter into or participate in any discussions, negotiations or agreements to waive or otherwise forbear in respect of, any rights or other benefits under confidentiality agreements, including, without limitation, any "standstill provisions" thereunder;
 - (iv) withdraw, modify or qualify, or propose publicly to withdraw, modify or qualify, in any manner adverse to Freyja, the approval or recommendation of the Cyprium board of directors or any committee thereof of this Agreement or the Offer; or
 - (v) accept, recommend, approve or enter into an agreement to implement an Take-over Proposal (or propose publicly to do any of the foregoing);

provided, however, that Cyprium may:

- (vi) engage in discussions or negotiations with a third party who (without any solicitation, initiation or encouragement, directly or indirectly, by Cyprium or any of its Representatives after the date hereof) seeks to initiate such discussions or negotiations and may furnish such third party information concerning Cyprium and its business, properties and assets which has previously been provided to Freyja if, and only to the extent that:
 - (A) the third party has first made a bona fide written Take-over Proposal that is financially superior to the Offer for Cyprium Shareholders (as determined in good faith in each case by Cyprium's board of directors after receiving the written advice of its financial advisors), the funds or other consideration provided for in the Take-over Proposal are demonstrably available, and Cyprium's board of

directors has concluded in good faith, after considering applicable law and receiving the written advice of its legal counsel that such action is required by the Cyprium board of directors to comply with fiduciary duties under applicable law (a "**Superior Proposal**");

- (B) prior to furnishing such information to or entering into discussions or negotiations with such person or entity, Cyprium receives from such person or entity an executed confidentiality agreement having confidentiality and standstill terms substantially similar to those contained in the Confidentiality Agreement and Cyprium provides immediate notice orally and in writing to Freyja to the effect that it is furnishing information to or entering into discussions or negotiations with such person or entity together with the terms and conditions of such Superior Proposal; and
- (C) Cyprium immediately provides to Freyja any information provided to any such person or entity if not previously provided to Freyja;
- (vii) comply with applicable Securities Laws relating to a tender or exchange offer and the provision of directors' circulars, and make appropriate disclosure with respect thereto to Cyprium's shareholders; and
- (viii) accept, recommend, approve or implement a Superior Proposal contemplated in clause (i)(A), but only (in the case of this clause (iii)) if prior to such acceptance, recommendation, approval or implementation, Cyprium's board of directors shall have concluded in good faith, after considering provisions of applicable law and after giving effect to all proposals to adjust the terms and conditions of this Agreement and the Offer which may be offered by Freyja during the five Business Days' notice period set forth below, Cyprium terminates this Agreement in accordance with Section 11.1(g).
- (c) Cyprium shall give Freyja orally and in writing at least 5 Business Days advance notice of any decision by the board of directors of Cyprium to accept, recommend, approve or implement a Superior Proposal and shall give Freyja an opportunity of not less than 5 Business Days to amend the Offer to provide at least as favourable or more favourable terms than those to be included in the Superior Proposal (including that the Cyprium Shareholders will receive consideration for each Cyprium Share equal to or having a greater value than the value per Cyprium Share provided in such Superior Proposal), and shall cause its respective financial or legal advisors to, negotiate in good faith with Freyja in respect of any such amendment. If Freyja so amends the Offer, the board of directors of Cyprium shall not withdraw, modify or change any recommendation with respect to the Offer, as so amended, and neither Cyprium nor its board of directors shall take any action to approve or implement the Superior Proposal. In particular, Cyprium covenants to provide Freyja a copy of any Superior Proposal at least 5 Business Days prior to its proposed execution by Cyprium. In the event Freyja agrees to amend this Agreement as provided above within such 5 Business Day period, Cyprium covenants to not enter into the agreement in respect of the Superior Proposal (the "**Proposed Agreement**"). Further, Cyprium shall not enter into the Proposed Agreement or take any other steps to implement a Superior Proposal unless and until Cyprium shall have paid to Freyja the Freyja Non-Completion Fee payable pursuant to Section 8.2 hereof and shall have terminated this Agreement pursuant to Section 11.1(g) hereof.

8.4 Financial Information

Cyprium shall make available to Freyja, and consents to the use of, all financial statements and other information of Cyprium which may be required to be disclosed in any Freyja documents including any proxy statement, disclosure document or prospectus of Freyja or pursuant to a Second Stage Transaction, and any amendments thereto, as required under Securities Laws. Such financial statements shall be prepared in accordance with IFRS. If required by Securities Laws, such financial statements shall be audited or reviewed, as the case may be, by Cyprium's auditors if requested by Freyja. Cyprium shall use its best efforts to have its auditors provide the consent to the use of their reports and to the use of their name in connection with any disclosure by Freyja of such financial statements.

8.5 Actions

Cyprium covenants and agrees that at all times when the Offer is outstanding, Cyprium shall not take any action, or fail to take any action, which would or could reasonably be expected to result in the representation and warranties set out in Article 6 being untrue in any material respect at any time while the Offer is outstanding.

8.6 Permitted Change in Recommendation

Notwithstanding any other provision of this Agreement, the board of directors of Cyprium will have the right to withdraw, modify or amend its recommendation with respect to the Offer if, prior to the Expiry Time, Freyja shall have wilfully breached, or failed, in any material respect, to comply with any of its material covenants or other material obligations under this Agreement, provided that Freyja has been given written notice of and ten Business Days to cure any such breach or non-performance.

ARTICLE 9 COVENANTS OF FREYJA

9.1 Notice of Material Adverse Change

From the date hereof until the termination of this Agreement, Freyja shall promptly notify Cyprium in writing of:

- (a) any Material Adverse Change (actual, anticipated, contemplated or, to the knowledge of Freyja, threatened, financial or otherwise) in the business, affairs, financial condition, prospects, operations, assets, liabilities (contingent or otherwise) or capital of Freyja considered as a whole; or
- (b) any change in the facts relating to any representation or warranty set forth in Article 5 which change is or may be of such a nature as to render any such representation or warranty misleading or untrue in a material respect as at the date hereof or as at any subsequent date.

Freyja shall in good faith discuss with Cyprium any change in circumstances (actual, anticipated, contemplated or, to the knowledge of Freyja, threatened, financial or otherwise) which is of such a nature that there may be a reasonable question as to whether notice need to be given to Cyprium pursuant to this section.

9.2 Actions

Freyja covenants and agrees that at all times when the Offer is outstanding, Freyja shall not take any action, or fail to take any action, which would or could reasonably be expected to result in the representation and warranties set out in Article 5 being untrue in any material respect at any time while the Offer is outstanding provided that this Section 9.2 or any other provision contained in this Agreement shall not restrict Freyja from entering into or performing any contract, agreement, commitment or arrangement with respect to the acquisition or disposition of, or resolving to acquire or dispose of, any oil and/or natural gas assets, properties or related assets or of securities of any Person engaged in the oil and/or natural gas and/or related business in any manner, or conducting any financing activities in any manner, or taking any action that is not in the usual and ordinary course or that is not consistent with past practices if the doing of any of the foregoing does not have a Material Adverse Effect on Freyja.

9.3 Indemnities

Freyja agrees that, if it acquires the Minimum Required Securities under the Offer, it will not take any action to terminate or materially adversely affect any indemnity agreements or right to indemnity in favour of past and present officers and directors of Cyprium pursuant to the provisions of the articles, bylaws or similar constating documents of Cyprium, applicable Corporate Laws and any written indemnity agreements between Cyprium and its past and present directors (copies of which agreements being in the form provided to Freyja prior to the date hereof).

9.4 Freyja Board of Directors

The board of directors of Freyja immediately following the Effective Time shall be reconstituted through resignations of all existing Freyja directors and the appointment of Cyprium nominees in their stead such that the New Board shall be directors of Freyja. Freyja shall, in accordance with the foregoing and subject to the provisions of the Act, have each of the directors of Freyja enter into a resignation and mutual release in a form that is acceptable to Cyprium and such individuals, acting reasonably, to be effective at such time as may be required by Cyprium and to use its best efforts to cause the election of the Cyprium nominees to fill the vacancies so created in order to effect the foregoing without the necessity of a shareholder meeting. Upon the reconstitution of the New Board, the directors shall receive the compensation for directors as described in the Freyja Disclosure Letter.

9.5 Other Covenants

Freyja covenants and agrees that, from and including the date hereof until the termination of this Agreement, unless Cyprium agrees otherwise in writing:

- (a) Freyja shall use its reasonable commercial efforts to consummate the Offer, subject only to the terms and conditions hereof and thereof;
- (b) Freyja shall use its reasonable commercial efforts to obtain all of the regulatory approvals, waivers and consents set out in paragraph (b) of Schedule A; and
- (c) The provisions of Section 9.4 are (i) intended for the benefit of all present and former directors of Cyprium and its subsidiaries, as and to the extent applicable in accordance with their terms, and shall be enforceable by each of such person and his heirs, executors, administrators and other legal representatives (collectively, the "**Third Party Beneficiaries**") and Cyprium shall hold the

rights and benefits of Section 9.4 in trust for and on behalf of the Third Party Beneficiaries and Cyprium hereby accepts such trust and agrees to hold the benefit of and enforce performance of such covenants on behalf of the Third Party Beneficiaries, and (ii) are in addition to, and not in substitution for, any other rights that the Third Party Beneficiaries may have by contract or otherwise.

9.6 Reimbursement Fee

If: (i) this Agreement is terminated by Cyprium in accordance with its terms; and (ii) no Freyja Non-Completion Fee nor Freyja Reimbursement Fee is payable; then Freyja shall upon such termination and in any event within five Business Days of receiving from Cyprium written notice of termination, pay to Cyprium the amount equal to \$50,000 (the "**Cyprium Reimbursement Fee**"). Cyprium acknowledges that the payment by Freyja to Cyprium of the Cyprium Reimbursement Fee is a payment of liquidated damages which are a genuine pre-estimate of the damages which Cyprium will suffer or incur as a result of the event giving rise to such damages and the resultant termination of this Agreement and are not penalties. Cyprium agrees that the payment of the Cyprium Reimbursement Fee by Freyja to Cyprium in connection with the termination of this Agreement by Cyprium in accordance with its terms and in accordance with this Section 9.5 is the sole monetary remedy of Cyprium in respect of such termination.

9.7 Working Capital

As at the Take-up Date, the net working capital of Freyja shall be greater than \$300,000, excluding the costs of Freyja arising in connection with the Offer. The calculation of net working capital shall exclude all liabilities with a payment term that is greater than six months following the Take-up Date, up to a maximum of \$30,000. Should the net working capital of Freyja as calculated be less than \$300,000, Freyja shall have the option to either: (i) issue up to 800,000 Freyja Common Shares at a minimum price of \$0.10 per share in a sufficient amount to make up for the deficiency in net working capital; or (ii) allow Cyprium to increase the Cyprium Private Placement by an additional 800,000 Cyprium Shares at a price of \$0.10 per share in a sufficient amount to make up for the deficiency in net working capital, subject to regulatory approval.

ARTICLE 10 MUTUAL COVENANTS

10.1 Other Filings

Freyja and Cyprium shall, as promptly as practicable hereafter, prepare and file any filings required under any Securities Law or any other applicable law relating to the transactions contemplated herein.

10.2 Additional Agreements

Subject to the terms and conditions herein provided and to fiduciary obligations under applicable law as advised by counsel in writing, each of the parties hereto agrees to use all commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement and to cooperate with each other in connection with the foregoing, including using commercially reasonable efforts: (i) to obtain all necessary waivers, consents and approvals from other parties to material agreements, leases and other contracts (including, without

limitation, the agreement of any persons as may be required pursuant to any agreement, arrangement or understanding relating to Cyprium's operations); (ii) to obtain all necessary consents, approvals and authorizations as are required to be obtained under any federal, provincial or foreign law or regulations; (iii) to defend all lawsuits or other legal proceedings challenging this Agreement or the consummation of the transactions contemplated hereby; (iv) to cause to be lifted or rescinded any injunction or restraining order or other order adversely affecting the ability of the parties to consummate the transactions contemplated hereby; (v) to effect all necessary registrations and other filings and submissions of information requested by governmental authorities; and (vi) to fulfill all conditions and satisfy all provisions of this Agreement and the Offer. For purposes of this Agreement, the obligation to use "commercially reasonable efforts" to obtain waivers, consents, approvals and authorizations to loan agreements, leases and other contracts or under laws or regulation shall not include any obligation to agree to a materially adverse modification of the terms of such documents or to prepay or incur additional material obligations.

ARTICLE 11

TERMINATION, AMENDMENT AND WAIVER

11.1 Termination

Subject to Section 11.2, this Agreement may be terminated by written notice promptly given to the other party hereto, at any time prior to the time Freyja first takes up and pays for Cyprium Shares under the Offer:

- (a) by mutual written agreement of Freyja and Cyprium; or
- (b) by Freyja, if the conditions to making the Offer in Section 2.1(g) are not satisfied or waived prior to the time specified therein, if applicable, or, if not specified, by the time that the Offer is required to be made; or
- (c) by Cyprium, if Freyja has not mailed or delivered the Offer Documents to holders of Cyprium Shares on or before 11:59 p.m. (Calgary time) on July 15, 2013 or such later date as Cyprium may agree to and any failure to mail or deliver the Offer Documents by Freyja was not due to a misrepresentation, breach or non-performance by Cyprium under this Agreement; or
- (d) by either Freyja or Cyprium, if Freyja has not taken up and paid for the Cyprium Shares deposited under the Offer on or before the date which is 90 days, or if a Take-over Proposal is publicly announced, proposed, offered or made to Cyprium's shareholders, 120 days, following the day of mailing or delivery of the Offer Documents; or
- (e) by either Freyja or Cyprium, if the Offer terminates or expires at the Expiry Time without Freyja taking up and paying for any of the Cyprium Shares as a result of the failure of any condition to the Offer to be satisfied or waived unless the failure of such condition shall be due to the failure of the party seeking to terminate this Agreement to perform the obligations required to be performed by it under this Agreement; or
- (f) by Freyja, if the Freyja Non-Completion Fee or Freyja Reimbursement Fee becomes payable; or
- (g) by Cyprium, if the Freyja Non-Completion Fee or Freyja Reimbursement Fee becomes payable and payment thereof is made to Freyja and Freyja has terminated this Agreement in accordance with this Section 11.1; or

- (h) by Cyprium if a Material Adverse Change in respect of Freyja shall have occurred after the date of this Agreement; or
- (i) by Freyja if a Material Adverse Change in respect of Cyprium shall have occurred after the date of this Agreement; or
- (j) by either Freyja or Cyprium, if there has been a misrepresentation, breach or non-performance by the other party of any representation, warranty (without reference to any qualification as to materiality in such representation and warranty) or covenant contained in this Agreement which would have or would reasonably be expected to have a Material Adverse Effect on, in the case of termination by Freyja, Cyprium or, in the case of termination by Cyprium, Freyja, or, in the case of termination by Freyja, a Material Adverse Effect on the ability of Freyja to complete the Offer, provided the breaching or non-performing party has been given notice of and three (3) Business Days to cure any such misrepresentation, breach or non-performance (other than in respect of Sections 8.2 and 8.4, in respect of which no cure period shall be applicable).

11.2 Effect of Termination

In the event of the termination of this Agreement as provided in Section 11.1, this Agreement shall forthwith have no further force or effect and there shall be no obligation on the part of Freyja or Cyprium hereunder, except for the provisions of Sections 8.2, 9.5, 12.5 and this Section 11.2 (provided that, in the case of Sections 8.2, the right of payment occurred prior to termination of this Agreement), which provisions shall survive the termination of this Agreement. Notwithstanding the foregoing nothing herein shall relieve any party from liability for any breach of this Agreement and no party shall be released from liability for any breach of this Agreement.

11.3 Amendment

This Agreement may be amended by mutual agreement between the parties hereto. This Agreement may not be amended except by an instrument in writing signed by the appropriate officers on behalf of each of the parties hereto.

11.4 Waiver

Freyja, on the one hand, and Cyprium, on the other hand, may (i) extend the time for the performance of any of the obligations or other acts of the other, (ii) waive compliance with any of the other's agreements or the fulfillment of any conditions to its own obligations contained herein or (iii) waive inaccuracies in any of the other's representations or warranties contained herein or in any document delivered by the other party hereto; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.

ARTICLE 12 GENERAL PROVISIONS

12.1 Notices

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by facsimile or email or sent by prepaid overnight carrier to the parties at the following addresses (or at such other addresses as shall be specified by the parties by like notice):

(a) if to Freyja:

Freyja Resources Inc.
370, rue des Magnolias
Laval, Qc H7A 0A3

Attention: Robert Ayotte
Facsimile: 450-653-3721

with a copy to:

Burstall Winger LLP
1600, 333 - 7th Avenue S.W.
Calgary, AB T2P 2Z1

Attention: Douglas M. Stuve
Facsimile: 403-265-8565

(b) if to Cyprium:

Cyprium Mining Corporation
1200 McGill College Avenue, suite 1240
Montréal, Québec H3B 4J8

Attention: Alain Lambert

Facsimile: (514) 395-1744

with a copy to:

McMillan LLP
Royal Centre, 1055 West Georgia Street
Suite 1500, PO Box 11117
Vancouver, BC V6E 4N7

Attention: Desmond Balakrishnan
Facsimile: (604) 685-7084

12.2 Miscellaneous

This Agreement: (i) except for the Confidentiality Agreements, constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties, with respect to the subject matter hereof; and (ii) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The parties hereto shall be entitled to rely upon delivery of an executed facsimile copy of the Agreement, and such facsimile copy shall be legally effective to create a valid and binding agreement among the parties hereto. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the Province of

Alberta having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

12.3 Privacy Issues

- (a) For the purposes of this Section 12.3, the following definitions shall apply:
 - (i) **"applicable law"** means, in relation to any Person, transaction or event, all applicable provisions of applicable laws by which such Person is bound or having application to the transaction or event in question, including applicable privacy laws;
 - (ii) **"applicable privacy laws"** means any and all applicable laws relating to privacy and the collection, use and disclosure of Personal Information in all applicable jurisdictions, including but not limited to the *Personal Information Protection and Electronic Documents Act* (Canada) and/or any comparable provincial law including the *Personal Information Protection Act* (Alberta);
 - (iii) **"authorized authority"** means, in relation to any Person, transaction or event, any (a) federal, provincial, municipal or local governmental body (whether administrative, legislative, executive or otherwise), both domestic and foreign, (b) agency, authority, commission, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, (c) court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions, and (d) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange, in each case having jurisdiction over such Person, transaction or event; and
 - (iv) **"Personal Information"** means information about an individual transferred to a Party by another Party in accordance with this Agreement and/or as a condition of the Offer.
- (b) The Parties hereto acknowledge that they are responsible for compliance at all times with applicable privacy laws which govern the collection, use and disclosure of Personal Information acquired by or disclosed to either Party pursuant to or in connection with this Agreement (the **"Disclosed Personal Information"**).
- (c) Neither Party shall use the Disclosed Personal Information for any purposes other than those related to the performance of this Agreement and the completion of the Offer.
- (d) Each Party acknowledges and confirms that the disclosure of Personal Information is necessary for the purposes of the Offer, and that the disclosure of Personal Information relates solely to the carrying on of the business and the completion of the Offer.
- (e) Each Party acknowledges and confirms that it has and shall continue to employ appropriate technology and procedures in accordance with applicable law to prevent accidental loss or corruption of the Disclosed Personal Information, unauthorized input or access to the Disclosed Personal Information, or unauthorized or unlawful collection, storage, disclosure, recording, copying, alteration, removal, deletion, use or other processing of such Disclosed Personal Information.

- (f) Each Party shall at all times keep strictly confidential all Disclosed Personal Information provided to it, and shall instruct those employees or advisors responsible for processing such Disclosed Personal Information to protect the confidentiality of such information in a manner consistent with the Parties' obligations hereunder. Each Party shall ensure that access to the Disclosed Personal Information shall be restricted to those employees or advisors of the respective Party who have a bona fide need to access such information in order to complete the Offer.
- (g) Each Party shall promptly notify the Other Party of all inquiries, complaints, requests for access, and claims of which the Party is made aware in connection with the Disclosed Personal Information. The Parties shall fully cooperate with one another, with the persons to whom the Personal Information relates, and any authorized authority charged with enforcement of applicable privacy laws, in responding to such inquiries, complaints, requests for access, and claims.
- (h) Upon the expiry or termination of this Agreement, or otherwise upon the reasonable request of either Party, the counterparty shall forthwith cease all use of the Personal Information acquired by the counterparty in connection with this Agreement and will return to the Party or, at the Party's request, destroy in a secure manner the Disclosed Personal Information (and any copies).

12.4 Assignment

Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties.

12.5 Expenses

Except as provided in Section 8.2 and below, all fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such cost or expense, whether or not the Offer is consummated.

The Parties acknowledge and agree that Cyprium will pay, as additional transaction costs, the cost of legal counsel to assist the non-resident Cyprium Shareholders to apply for a certificate under Section 116 of the Tax Act provided that such costs are reasonable and shall not exceed an aggregate of \$5,000 (plus G.S.T. and reasonable disbursements) including disbursements and any costs above this amount shall be borne by the respective non-resident Cyprium Shareholders.

12.6 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12.7 Counterpart Execution

This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument but all such counterparts together shall constitute one agreement.

IN WITNESS WHEREOF, Freyja and Cyprum have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

FREYJA RESOURCES INC.

Per: "Robert Ayotte"
Robert Ayotte, President

CYPRUM MINING CORPORATION

Per: "Alain Lambert"
Alain Lambert, Chairman

SCHEDULE A

CONDITIONS TO THE OFFER

The capitalized terms used in this Schedule A have the meanings set forth in the attached Pre-Acquisition Agreement dated June 14, 2013 (the "**Agreement**") between Freyja and Cyprium, except that the term "**Offeror**" shall be deemed to refer to Freyja.

Notwithstanding any other provision of the Offer, but subject to the provisions of the Agreement, the Offeror reserves the right to withdraw or terminate the Offer and not take up and pay for, or to extend the period of time during which the Offer is open and postpone taking up and paying for, any Cyprium Shares deposited under the Offer unless all of the following conditions are satisfied or waived by the Offeror:

- (a) at the Expiry Time, and at the time the Offeror first takes up and pays for Cyprium Shares under the Offer, there shall have been validly deposited under the Offer and not withdrawn at least 90% of the outstanding Cyprium Shares (calculated on a diluted basis) (the "**Minimum Condition**") provided that the Offeror may, in its sole discretion, decrease the Minimum Condition to not less than 66^{2/3}% of the outstanding Cyprium Shares (calculated on a diluted basis);
- (b) all regulatory and other required approvals and consents (including without limitation those of any stock exchanges or other securities or regulatory authorities) which, in the sole judgment of the Offeror, acting reasonably, are necessary, shall have been obtained on terms and conditions satisfactory to the Offeror, acting reasonably, and all applicable statutory or regulatory waiting periods shall have expired or been terminated;
- (c) (i) no act, action, suit, proceeding, objection or opposition shall have been threatened or taken before or by any domestic or foreign court or tribunal or governmental agency or other regulatory authority or administrative agency or commission by any elected or appointed public official or by any person in Canada or elsewhere, whether or not having the force of law; and (ii) no law, regulation or policy (including applicable tax laws and regulations in those jurisdictions in which Cyprium carries on business) shall have been proposed, enacted, promulgated, amended or applied, which in either case, in the sole judgment of the Offeror acting reasonably:
 - (A) has the effect or may have the effect to cease trade, enjoin, prohibit or impose material limitations, damages or conditions on the purchase by, or the sale to, the Offeror of the Cyprium Shares or the right of the Offeror to own or exercise full rights of ownership of the Cyprium Shares;
 - (B) has had, or if the Offer was consummated, could reasonably be expected to result in a Material Adverse Effect on Cyprium or could be reasonably expected to have a Material Adverse Effect on the Offeror or the Offeror's ability to complete the Offer, as determined by the Offeror, acting reasonably;
 - (C) has a Material Adverse Effect on the completion of any compulsory acquisition or any amalgamation, statutory arrangement or other transaction involving the Offeror and/or an affiliate of the Offeror and Cyprium and/or the holders of Cyprium Shares for the purposes of Cyprium becoming, directly or indirectly, a wholly-owned subsidiary of the Offeror or effecting an amalgamation or merger of Cyprium's business and assets with or into the Offeror and/or an affiliate of the Offeror (a "**Second Stage Transaction**");
- (d) the Offeror shall have received a copy of settlement documentation and releases in favour of Cyprium, satisfactory in form to Freyja, acting reasonably, with respect to any outstanding or

threatened action, suit, proceeding, objection or opposition involving Cyprium or the Cyprium Shareholders;

- (e) the Offeror shall have determined in its sole judgment, acting reasonably, that there shall not exist any prohibition at law against the Offeror making the Offer or taking up and paying for all of the Cyprium Shares under the Offer or completing on a timely basis any compulsory acquisition or Second Stage Transaction, in respect of any Cyprium Shares not acquired under the Offer;
- (f) the Offeror shall have determined in its sole judgment, acting reasonably that: (i) Cyprium shall not have breached, or failed to comply with, in any material respect, any of its covenants or other obligations under the Agreement; and (ii) all representations and warranties of Cyprium contained in the Agreement shall have been true and correct in all material respects as of the date of the Agreement and shall not have ceased to be true and correct in any material respect on the Take-up Date, provided that Cyprium has been given notice of and three (3) Business Days to cure any misrepresentation, breach or non-performance and has failed to cure any such misrepresentation, breach or non-performance;
- (g) the Offeror shall have determined in its sole judgment, acting reasonably, that no Material Adverse Change in respect of Cyprium shall exist or shall have occurred that was not disclosed in writing to the Offeror prior to the announcement of the Offer and since announcement of the Offer no Material Adverse Change in respect of Cyprium shall have occurred;
- (h) the Agreement shall not have been terminated or the Offeror shall have determined in its sole judgment, acting reasonably, that such termination shall not affect the ability of the Offeror to consummate the Offer or to complete a compulsory acquisition or Second Stage Transaction on such terms as the Offeror determines reasonable or that such termination was not related to any matter that is materially adverse to the business of Cyprium or to the value of the Cyprium Shares to the Offeror;
- (i) all holders of Cyprium Warrants shall have entered into the Warrant Exchange Agreements and all such Warrant Exchange Agreements shall be in full force and effect and no such holder shall be in breach or default of its representations, warranties or covenants thereunder;
- (j) all indebtedness to Cyprium by any director, officer, insider or other non-arm's length party or any associate or affiliate thereof shall have been repaid to Cyprium;
- (k) the Offeror shall in its sole judgement, acting reasonably, be satisfied that all Cyprium Shares which have been tendered to the Offeror shall be free and clear of all liens, restrictions, charges, encumbrances, claims and equities whatsoever;
- (l) at the Expiry Time, no person who has entered in a Pre-Tender Agreement is in breach of the terms and conditions of the Pre-Tender Agreements;
- (m) at the Expiry Time, Cyprium has delivered the certificate required to be delivered under Section 2.3(d) of the Agreement; and
- (n) the Cyprium Private Placement shall have been completed for gross proceeds of not less than \$100,000;
- (o) the TSXV shall have granted conditional approval in respect of the Offer; and
- (p) the Coyame Copper Acquisition shall have been completed.

SCHEDULE B

PRE-TENDER AGREEMENT

PRE-TENDER AGREEMENT

June ____, 2013

Dear Sir:

Re: Offer by Freyja Resources Inc. ("**Freyja**") to Purchase all of the issued and outstanding common shares of Cyprium Mining Corporation ("**Cyprium**")

Reference is made to the pre-acquisition agreement dated June ____, 2013 (the "**Pre-Acquisition Agreement**") between Freyja and Cyprium, pursuant to which Freyja has agreed to make the Offer. Unless otherwise defined herein, all capitalized terms referred to herein shall have the meanings attributed thereto in the Pre-Acquisition Agreement.

We understand that you (the "**Selling Shareholder**") beneficially own, directly or indirectly, or exercise control or direction over, the number of Cyprium Shares and Cyprium Warrants set forth in your acceptance at the end of this letter agreement.

This letter agreement sets out the terms and conditions upon which the Selling Shareholder has agreed, among other things, to support the Offer and to deposit under the Offer, or cause to be deposited under the Offer, all of the Cyprium Shares and Cyprium Warrants held by the Selling Shareholder that are, or will be, beneficially owned or controlled by the Selling Shareholder.

1. Covenants of Selling Shareholder

By the acceptance of this letter agreement, the Selling Shareholder hereby irrevocably agrees, subject to the terms of paragraphs 4 and 6 of this letter agreement, from the date hereof until the earlier of the termination of this letter agreement and the Take-up Date:

- (a) not to sell, assign, convey, encumber or otherwise dispose of or relinquish or modify its right to vote any of the Cyprium Shares or Cyprium Warrants owned or controlled by such Selling Shareholder (other than to Freyja), except for transfers specifically contemplated by the Pre-Acquisition Agreement;
- (b) unconditionally and irrevocably to accept the Offer made by Freyja by depositing the Cyprium Shares and Cyprium Warrants presently owned or controlled or hereafter acquired (including any Cyprium Shares hereafter acquired pursuant to the exercise of any rights to purchase Cyprium Shares) by such Selling Shareholder not later than the Initial Expiry Time and in accordance with the terms and conditions of the Offer;
- (c) not to exercise any statutory or other rights of withdrawal with respect to any Cyprium Shares owned or controlled by such Selling Shareholder once deposited pursuant to the Offer unless this letter agreement is terminated prior to Freyja taking up the Cyprium Shares under the Offer or if Freyja does not pay for such securities within the earlier of the period provided for under the Pre-Acquisition Agreement or as required under applicable law;
- (d) not to exercise any shareholder rights or remedies available at common law or pursuant to the *Canada Business Corporations Act* or applicable securities legislation to delay, hinder, upset or challenge the Offer;

- (e) subject to paragraph 4 and except to the extent permitted hereunder, not to take any action, directly or indirectly, which may reasonably be expected to adversely affect the successful completion of the Offer or the purchase of any Cyprium Shares under the Offer or the exchange of Cyprium Warrants for warrants of Freyja;
- (f) to immediately cease and cause to be terminated any existing solicitation, initiation, encouragement, activity, discussion or negotiation with any parties (other than Freyja) with respect to any Take-Over Proposal; and
- (g) the Selling Shareholder will not, and will use its best efforts to cause its representatives and advisors not to, directly or indirectly, make, solicit, initiate or encourage (including by way of furnishing information) or participate in or take any other action to facilitate any inquiries or the making of any proposal which constitutes or may reasonably be expected to lead to a Take-Over Proposal from any person, or engage in any discussion, negotiation or inquiries relating thereto.

2. Covenants of Freyja

Provided the Pre-Acquisition Agreement has not been terminated and that Cyprium is not materially in default thereunder:

- (a) Freyja shall make the Offer in accordance with the terms and conditions of the Pre-Acquisition Agreement and shall comply with the terms and conditions thereof in respect of the Offer;
- (b) Freyja shall, subject to the satisfaction or waiver of the conditions set forth in the Offer, take up and pay for all Cyprium Shares owned or controlled by the Selling Shareholder deposited pursuant to the Offer, all in accordance with the terms and conditions of the Offer and the provisions of the Pre-Acquisition Agreement; and
- (c) Freyja shall, subject to the satisfaction or waiver of the conditions set forth in the Offer, purchase the Cyprium Warrants in exchange for warrants of Freyja with identical terms.

3. Representations and Warranties of the Selling Shareholder

The Selling Shareholder hereby represents and warrants to Freyja and acknowledges that Freyja is relying upon such representations and warranties in connection with entering into this letter agreement and the purchase by Freyja of the Cyprium Shares:

- (a) except as disclosed to Freyja in writing on or prior to the date hereof, the Selling Shareholder is the beneficial owner of, or has control or direction over, including the irrevocable authority and power to dispose of, the Cyprium Shares and the Cyprium Warrants set forth in this letter agreement and the Selling Shareholder has and at the time such Cyprium Shares (including Cyprium Shares issued upon the exercise of Cyprium Warrants) are taken up pursuant to the Offer and at the time the Cyprium Warrants are exchanged for warrants of Freyja will have (without exception) valid and marketable title thereto, free and clear of any and all liens, charges, security interests, adverse claims, encumbrances and demands of any nature or kind whatsoever created by, through or under the Selling Shareholder (except pursuant to this agreement or pursuant to Cyprium's constating documents);
- (b) except as disclosed to Freyja in the Cyprium Disclosure Letter or in writing on or prior to the date hereof, no person, firm or corporation has any agreement or option, or any right or privilege (whether by law, pre emptive or contractual) capable of becoming an agreement or option, for the

purchase, acquisition or transfer of any of the Cyprium Shares or Cyprium Warrants owned or controlled by the Selling Shareholder or any interest therein or right thereto, except pursuant to this letter agreement;

- (c) at the time the Cyprium Shares are taken up pursuant to the Offer, the Cyprium Shares (including the Cyprium Shares issued upon the exercise of Cyprium Warrants) and Cyprium Warrants owned or controlled by the Selling Shareholder will not be subject to any shareholders' agreements, voting trust or similar agreements or any right or privilege (whether by law, pre emptive or contractual) capable of becoming a shareholders' agreement, voting trust or other agreement affecting such Cyprium Shares or Cyprium Warrants or any interest therein or right thereto, including the voting of any such shares;
- (d) this letter agreement has been duly executed and delivered by the Selling Shareholder and constitutes a valid and binding obligation of the Selling Shareholder, enforceable in accordance with its terms, subject only to the effect of any applicable bankruptcy and other laws of general application affecting the enforceability of creditors' rights and the effect of general principles of equity;
- (e) to the best of the Selling Shareholder's knowledge, no authorization, consent or approval from, or filing, registration, declaration or qualification with, or before, or giving notice to, any person is required to be obtained, given or made for the execution and delivery by the Selling Shareholder of this letter agreement, and the performance of the terms hereof and thereof by the Selling Shareholder and the consummation of the transactions contemplated hereby or thereby by the Selling Shareholder, except for those which have been (or will be with respect to consummation) duly and unconditionally obtained and are (or will be with respect to consummation) in full force and effect;
- (f) the entering into of this letter agreement by the Selling Shareholder and the transactions contemplated hereby will not constitute a violation of or default under, or conflict with, any terms or provisions of the constating documents of the Selling Shareholder if the Selling Shareholder is a corporation or any contract, commitment, agreement, understanding or other document, written or oral, to which the Selling Shareholder is or may be a party or by which the Selling Shareholder or any of its property or assets are or may be bound; and
- (g) if the Selling Shareholder is a corporation, the Selling Shareholder is a valid and subsisting corporation and has all necessary corporate power and authority to execute and deliver the agreement resulting from its acceptance hereof and to perform its obligations hereunder and has taken all corporate actions necessary in respect of such Selling Shareholder in order to allow the transactions contemplated hereby, to be consummated.

4. Fiduciary Duties

Nothing herein shall restrict or limit the actions of any director or officer required to be taken in the discharge of his fiduciary duties as a director or officer of Cyprium, including tendering their Cyprium Shares or Cyprium Warrants to a Superior Proposal.

5. Expenses

Freyja and the Selling Shareholder agree to pay their own respective expenses incurred in connection with this letter agreement. Each of the parties hereto agrees to indemnify the other against any claim for a finder's fee or other compensation validly made by any broker which has an agreement with

such indemnifying party for the payment of such fee or compensation. This paragraph 5 shall survive the termination of this letter agreement pursuant to paragraph 6.

6. Termination

It is understood and agreed that the respective rights and obligations hereunder of Freyja and the Selling Shareholder shall cease and this letter agreement shall terminate upon written notice being provided by the party seeking to terminate to the other party hereto:

- (a) in the event that Freyja fails to make the Offer by July 15, 2013;
- (b) in the event that Freyja does not take up and pay for the Cyprium Shares on or before the date that is 90 days after the date that the Offer is mailed to shareholders of Cyprium;
- (c) if Freyja waives the Minimum Condition, decreases the number of Freyja Shares and/or amount of cash payable under the Offer (either per security or in the aggregate) or otherwise modifies or amends the Offer in a manner materially adverse to holders of Cyprium Shares provided that an extension of the Offer shall not constitute an adverse modification or amendment to the Offer;
- (d) in the event that the Pre-Acquisition Agreement is terminated in accordance with its terms, other than as a result of a breach of this letter agreement by the Selling Shareholder; or
- (e) immediately upon Freyja breaching this letter agreement.

In the event of termination of this letter agreement, the Selling Shareholder may withdraw all of the Cyprium Shares deposited in accordance with the terms and conditions of the Offer, this letter agreement shall forthwith be of no further force and effect and there shall be no obligation or liability on the part of either the Selling Shareholder or Freyja, except as set forth in paragraph 5 which provisions shall survive the termination of this letter agreement. Nothing herein shall relieve any party from liability for any breach of this letter agreement.

7. Amendment

Except as expressly set forth herein, this letter agreement constitutes the whole of the agreement between the parties and may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the parties hereto.

8. Assignment

Except as expressly set forth herein, no party to this letter agreement may assign any of its rights or obligations under this letter agreement without the prior written consent of the other party.

9. Disclosure

Other than as may be disclosed in the Offer Documents, none of the parties hereto shall disclose the existence of this letter agreement, or any details hereof, to any person other than Freyja or Cyprium or their respective directors, officers and professional advisors, without the prior written consent of the other party hereto, except to the extent required by law.

10. Enurement

This letter agreement will be binding upon and enure to the benefit of Freyja, the Selling Shareholder and their respective executors, administrators, successors and permitted assigns.

11. Applicable Law

This letter agreement shall be governed and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein and each of the parties hereto irrevocably attorns to the jurisdictions of the courts of the Province of Alberta.

12. Time

Time shall be of the essence of this letter agreement.

13. Enforcement

The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this letter agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this letter agreement and to enforce specifically the terms and provisions hereof in any court of the Province of Alberta having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

14. Counterparts

This letter agreement may be signed in counterparts which together shall be deemed to constitute one valid and binding agreement and delivery of such counterparts may be effected by means of telecopier.

Yours truly,

FREYJA RESOURCES INC.

Per: _____

Acceptance

The foregoing is hereby accepted as of and with effect from the ____ day of June, 2013 and the undersigned hereby confirms that the undersigned beneficially owns or exercises control or direction over _____ Cyprium Shares and _____ Cyprium Warrants.

Witness

(Signature of Securityholder)

(Name of Securityholder – Please Print)

(Title if applicable)