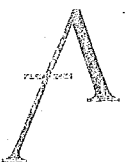

**Transfer Agency &
Registrar Agreement**

**49 NORTH RESOURCES
INC.**



REGISTRAR AND TRANSFER AGENT AGREEMENT

THIS AGREEMENT is made as of the 5th day of April, 2011 in the City of Saskatoon, in the Province of Saskatchewan, Canada.

BETWEEN: **49 NORTH RESOURCES INC.**
a corporation existing under the laws of the Province of Saskatchewan
(the "Corporation")

AND: **ALLIANCE TRUST COMPANY**
a trust company existing under the laws of the Province of Alberta
with an office in the City of Calgary in the Province of Alberta
("Alliance")

This Agreement witnesses that in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties covenant and agree as follows:

1. Registrar and Transfer Agent

1.1 The Corporation hereby appoints Alliance as its registrar and transfer agent for the common shares of the Corporation (the "Shares"), and Alliance hereby accepts such appointment upon the terms herein contained.

2. Registers of Holders and Transfers

2.1 Alliance shall keep at its principal office in the City of Calgary the register of holders and the register of transfers of Shares and it shall cause to be kept at the office of its co-agent in the City of Toronto or the office or offices of any other co-agent agreed to by the parties hereunder in such other city or cities as may be agreed to by the parties (the "Register Offices") a register of transfers effected by such co-agent (collectively, the "Register"). Alliance will keep or cause to be kept at the Register Offices a stock of unissued Share certificates and, subject to any laws and government regulations in force from time to time and to any general or particular instructions as may from time to time be given to it by the Corporation, and subject to any other written agreement applicable to Alliance from time to time, Alliance shall:

- (a) make such entries from time to time in the Register as may be necessary in order that the accounts of each holder of Shares be properly and accurately kept and transfers of Shares properly recorded;



- (b) upon payment of any applicable transfer taxes, issue, countersign, and register Share certificates to the transferees thereof;
- (c) record on the Register the particulars of all transfers of Shares; and
- (d) furnish to the Corporation, upon the reasonable request and at the expense of the Corporation, such statements, lists, entries, information and material, concerning the transfers and other matters, as are maintained or prepared by it pursuant hereto.

2.2 The Corporation agrees that so long as this Agreement is in force, it shall not issue any certificates for Shares without such certificates being countersigned by Alliance in its capacity as Transfer Agent.

2.3 The Corporation represents and warrants that all Shares issued and outstanding on the date of this Agreement are issued and outstanding as fully-paid non-assessable and that with respect to future allotments and issuances of Shares, Alliance shall be entitled to regard such Shares as fully-paid and non-assessable.

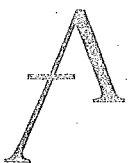
2.4 In the case of the loss, theft or destruction of any certificate for Shares, before a replacement certificate will be issued, Alliance must receive: (a) evidence satisfactory to Alliance, acting reasonably, of the loss, theft or destruction of such certificate; and, (b) if determined to be required by each of the Corporation and Alliance, an indemnity bond satisfactory to the Corporation and Alliance acting reasonably.

3. Other Services

3.1 Alliance shall perform such other services normally incident with the role of transfer agent and registrar, but not expressly set forth herein or in the attached Schedule of fees, as the Corporation may request in writing from time to time for such fees as may be agreed to from time to time between the parties, in accordance with the terms hereof.

4. Co-Agents

4.1 The Corporation acknowledges and agrees that Alliance may, notwithstanding any other provision of this Agreement, appoint one or more agents ("Co-agents") to maintain branch registers of transfers or perform certain functions in respect of cities other than Calgary. Alliance shall notify the Corporation of any such Co-agent so appointed. The parties acknowledge that as of the date of this Agreement, Alliance's Co-Agent in Toronto is BNY Trust Company of Canada.



5. Signatories

5.1 The Corporation shall deliver to Alliance certified specimen of the signatures of the individuals authorized to sign Share certificates, written instructions, officers' certificates, and other documents on behalf of the Corporation.

5.2 The Corporation shall deliver evidence of the appointment of its signatories as such evidence may be requested from time to time by Alliance.

5.3 Alliance may act upon any signature or certificate or other document believed by it to be genuine and to have been signed by the proper person or persons. Alliance may refuse to process any requested transfer or perform any other act requested of it if it is not satisfied as to the propriety of the request or the sufficiency of the evidence provided in support of such request.

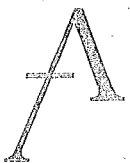
6. Legal Advice and Appointment of Service Providers

6.1 Alliance is hereby authorized, at its discretion and at the expense of the Corporation:

- (a) to refer all documents or requests relating to any transfers or any other matters contemplated by this Agreement to the Corporation's legal department, the Corporation's solicitors, or the solicitors for Alliance for advice, and Alliance, in so doing, shall be indemnified and held harmless by the Corporation from and against any costs, expenses or other liability arising in connection with any action taken by it or omitted to be taken by it in reliance on such advice. Alliance may, however, accept and act on any documents which appear to it to be in order and, in such cases, in the absence of bad faith, negligence or wilful misconduct, shall be indemnified and held harmless by the Corporation from and against any costs, expenses or other liability arising in connection therewith; and
- (b) to employ such counsel, consultants, experts, advisers, agents or agencies as it may reasonably require for the purpose of discharging its duties hereunder and shall not be responsible for the actions or conduct of such parties.

7. Limitation of Liability and Indemnification

7.1 Alliance shall not be liable for any action taken or omitted to be taken by Alliance under or in connection with this Agreement, except for losses caused principally



and directly by Alliance' negligence, bad faith or wilful misconduct.

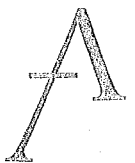
7.2 Notwithstanding any other provision of this Agreement, Alliance's liability shall be limited in the aggregate to the greater of (a) the amount deposited with it for the purpose of a distribution in respect of all or part of which the claim of liability has been made and (b) the amount of fees paid by the Corporation to Alliance in the twelve (12) months immediately preceding the first receipt by Alliance of notice of the claim.

7.3 The Corporation hereby agrees to indemnify and hold harmless Alliance, and each of its directors, officers, employees, shareholders, and agents (each, an "Indemnified Party"), from and against any and all claims, demands, assessments, proceedings, suits, actions, losses, penalties, judgments, damages, costs, expenses, fees and liabilities whatsoever, including, without limitation, legal fees and expenses on a solicitor and client basis, that any Indemnified Party may suffer or incur, or that may be asserted against any of them, in consequence of, arising from or in any way relating to this Agreement (as the same may be amended, modified or supplemented from time to time), except where same results principally and directly from the negligence, wilful misconduct or bad faith on the part of the Indemnified Party.

7.4 The Corporation agrees that its liability hereunder shall be absolute and unconditional, regardless of the correctness of any representations of any third parties and regardless of any liability of third parties to any of the Indemnified Parties, and shall accrue and become enforceable without prior demand of any other precedent action or proceeding.

7.5 Alliance shall not be liable for any error in judgment or for any act done or step taken omitted by it in good faith or for any mistake, of fact or law, or for anything which it may do or refrain from doing in connection herewith except arising principally and directly out of its negligence, bad faith or wilful misconduct. In particular but without limiting the generality of the foregoing, Alliance shall, with respect to meetings of securityholders, not be liable for having relied upon or deferred to the instructions or decisions of the Corporation, its legal counsel, or the chairman of the meeting.

7.6 In the event that Alliance is in breach of this Agreement or its duties hereunder or any agreement or duties relating to any other services that Alliance may provide to the Corporation in connection with or in any way relating to this Agreement or Alliance's duties hereunder, Alliance shall not be liable for any claims or damages of any kind or nature whatsoever, except to the extent that Alliance has acted in bad faith or has engaged in wilful misconduct or such claims or damages arise principally and directly from Alliance's negligence.



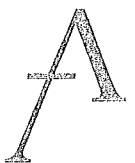
7.7 Notwithstanding and without limitation of any other provision of this Agreement, and notwithstanding whether such losses or damages are foreseeable or unforeseeable, Alliance shall not be liable under any circumstances whatsoever for any breach by any other party of securities law or other rule of any securities regulatory authority, for lost profits or for special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages.

7.8 The provisions of this Section 7 shall survive the resignation or removal of Alliance and the termination of this Agreement.

8. Protection of Alliance

8.1 Alliance shall:

- (a) retain the right not to act and shall not be liable for refusing to act unless it has received clear instructions and/or documentation (which documentation must not require the exercise of any discretion or independent judgment) and sufficient time to give effect to such instructions and/or documentation.
- (b) retain the right to refuse the transfer of any Shares in respect of a Share certificate presented to Alliance until such time as Alliance is satisfied, acting reasonably, that such Share certificate is valid, that the endorsement thereon is genuine and that the transfer requested is properly and legally authorized. Alliance shall not incur any liability in refusing in good faith to effect any transfer which in its judgment is improper or unauthorized, or in carrying out in good faith any transfer which in its judgment is proper or authorized. Alliance shall be entitled to treat as valid any certificate for Shares purporting to have been issued by or on behalf of the Corporation prior to the date of this Agreement;
- (c) be required to disburse funds only to the extent that funds have been deposited with it;
- (d) if any funds are received by it in the form of uncertified cheques, be entitled to delay the time for the release of such funds until such uncertified cheques shall be determined to have cleared the financial institution upon which the same are drawn;



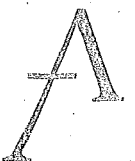
- (e) incur no liability with respect to the delivery or non-delivery of any Share certificate whether delivered by hand, mail or other means;
- (f) with respect to any amount held on account of dividends or other distributable amount which is unclaimed or which cannot be paid for any reason, be under no obligation to invest or reinvest the same but shall, subject to any applicable unclaimed property legislation, only to be obligated to hold same in a current or other non-interest bearing account pending payment to the person or persons entitled thereto, and shall be entitled to retain for its own account any benefit earned by the holding of same prior to its disposition in accordance with this Agreement; and
- (g) be under no obligation to prosecute or defend any action or suit in respect of its agency relationship under this Agreement, but will do so at the request of the Corporation provided that the Corporation furnishes indemnity and funding satisfactory to Alliance, acting reasonably, against any liability, cost or expense which might be incurred.

9. Documents

- 9.1 The Corporation agrees that it will promptly furnish to Alliance from time to time:
- (a) certified copies of all articles, any amendments thereto and all relevant By-laws;
 - (b) certified copies of all resolutions or other authorizing documents allotting or providing for the issuance of Shares;
 - (c) certified copies of all relevant documents and proceedings relating to increases and reductions in the Corporation's capital, the reorganization of or change in its share capital or the bankruptcy or the insolvency or winding-up of the Corporation; and
 - (d) that number of unissued Share certificates as is necessary for Alliance to perform its obligations hereunder from time to time.

10. Custody

10.1 All Share certificates surrendered to Alliance for cancellation shall be held by it for a period of six (6) years. Alliance shall not be required to hold such certificates



after the expiry of such period, and may thereafter destroy such certificates without notice to the Corporation. The Corporation agrees to instruct Alliance from time to time as to the earlier disposal, if any, to be made of such Share certificates. Any storage expenses incurred for retaining custody of the Share certificates and related records in connection with the services hereunder shall be at the sole expense of the Corporation.

11. Assignment

11.1 Any entity resulting from the merger, amalgamation or continuation of Alliance or succeeding to all or substantially all of its transfer agency business (by sale of such business or otherwise), shall thereupon automatically become the Registrar and Transfer Agent hereunder without further act or formality. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns:

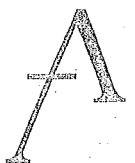
12. Notices

12.1 Any notice of communication to be given by one party to this Agreement to the other shall be in writing and delivered or sent, by courier, by personal delivery, by first class insured mail, or by facsimile transmission to the following address:

If to the Corporation: 49 North Resources Inc.
602, 224 – 4th Avenue South
Saskatoon, Saskatchewan S7K 5M5
Fax: (306) 664-4483
Attn: President

If to Alliance: Alliance Trust Company
450, 407 – 2nd Street SW
Calgary, Alberta T2P 2Y3
Fax: 403-237-6181
Attn: President & CEO

or to such other address as the party to whom such notice or communication is to be given shall have last designated to the party giving the same in the manner specified in this Section 12. Any such notice or communication shall be deemed to have been given and received by the addressee: (a) if sent by courier or personal delivery, upon actual delivery; (b) if sent by mail, five (5) business days after posting; and (c) if sent by facsimile transmission, upon the same business day if given during the ordinary business hours of the addressee, or the next following business day if given outside of such hours.



13. Fees and Expenses

13.1 The Corporation shall pay Alliance for the above-mentioned services and for all additional services required to fulfill its obligations hereunder or provided in connection herewith in accordance with the existing tariff or schedule of fees, attached hereto, which fees are subject to revision by Alliance from time to time on thirty (30) days' written notice, and shall reimburse Alliance for all costs and expenses incurred in connection herewith. Without limiting the generality of the foregoing and notwithstanding any other provision of this Agreement or of any tariff of schedule of fees, the Corporation agrees to pay Alliance such additional compensation, costs and expenses as are agreed between the parties to be warranted by any additional time, effort and/or responsibility incurred or expended by Alliance in order to comply with any laws it may be subject to as Registrar and Transfer Agent or as dividend distribution disbursing agent, including, without limitation, unclaimed property legislation.

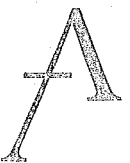
13.2 The Corporation shall pay Alliance the fees and expenses within thirty (30) days of the date of Alliance's invoice. The Corporation acknowledges that late payment may be subject to interest charges as indicated on the invoice. All amounts so payable and the interest thereon will be payable out of any assets in the possession of Alliance in priority to amounts owing to any other persons.

13.3 The Corporation agrees that the fees of Alliance are confidential information. As such, the Corporation agrees not to disclose such fees to a third party without Alliance's prior written consent, save and except for disclosure (a) to the Corporation's professional advisors, and (b) as required or otherwise compelled by law.

13.4 In the event that the Corporation defaults in its payment obligations to Alliance hereunder, Alliance shall have the right, commencing thirty (30) days following written notification to the Corporation of such default and unless such default has been remedied, to immediately suspend service or terminate this Agreement, subject to Alliance's rights and recourses under this Agreement or applicable law.

14. Further Assurances and Co-operation

14.1 The parties hereto shall with reasonable diligence do all such things and provide all such reasonable assurances and execute all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement. The parties further acknowledge that the implementation of this Agreement will require the co-operation and assistance of each of them. In particular, the parties agree to work in co-operation with any Co-agent that Alliance may duly appoint. The fees and expenses to Alliance of any such Co-agent shall be



added to and form part of its compensation hereunder, and shall be reimbursed by the Corporation as set forth above.

15. Tax

15.1 The Corporation shall be solely responsible for all tax processing relating to or arising from the duties or actions contemplated by this Agreement, including evaluation, reporting, remittance, filing, and issuance of tax slips, summaries and reports, except as is specifically delegated to Alliance pursuant to this Agreement or as may otherwise be agreed in writing by the parties. Alliance shall process only such tax matters as have been specifically delegated to it pursuant to this Agreement or as may be otherwise agreed in writing, and, in so doing, Alliance does not undertake to carry out any inquiry, evaluation, reporting, remittance, filing or issuance of tax slips, summaries and reports necessarily incidental thereto, which shall remain the sole responsibility of the Corporation. Alliance shall be entitled to rely upon and assume, without further inquiry or verification, the accuracy and the completeness of any tax processing information, documentation or instructions received by Alliance, directly or indirectly, from or on behalf of the Corporation or the shareholder.

16. Counterparts

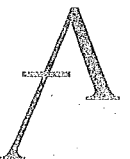
16.1 This Agreement may be executed in several counterparts and evidenced by a facsimile copy of an original execution page bearing the signature of each party, each of which when so executed shall be deemed to be an original, and such counterparts or facsimile copies thereof together shall comprise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

17. Force Majeure

17.1 Neither party shall be liable to the other, or held in breach of this Agreement, if prevented, hindered, or delayed in the performance or observance of any provision contained herein by reason of act of God, riots, terrorism, acts of war, epidemics, government action or judicial order, earthquakes, or any other similar causes (including, but not limited to, mechanical, electronic or communication interruptions, disruptions or failures). Performance times under this Agreement shall be extended for a period of time equivalent to the time lost because of any delay that is excusable under this Section.

18. Entire Agreement

18.1 This Agreement and all schedules contemplated by or delivered under or



in connection with this Agreement constitute the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether writing or oral. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

19. Headings

19.1 The insertion of headings and the division of this Agreement into Sections, Subsections and Schedules are not to be considered part of this Agreement and are included solely for the convenience of reference and are not intended to be full or accurate descriptions of the contents hereof.

20. Severability

20.1 If any provision of this Agreement shall be held invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall attach only to such provision in such jurisdiction, and shall not in any manner affect such provision or render it invalid or unenforceable in any other jurisdiction or affect any other provision of this Agreement in such jurisdiction or any other jurisdiction

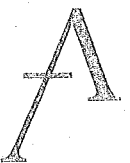
21. Termination

21.1 This Agreement may be terminated by either the Corporation or Alliance upon thirty (30) days' notice, in writing, being given to the other.

21.2 Upon the termination of this Agreement and provided that the Corporation is in compliance with all of the terms of this Agreement, including the payment of all amounts owing to Alliance hereunder, Alliance shall deliver over to the Corporation (or to such third party as the Corporation otherwise requests) the Registers, share certificates and any other documents connected with the business of the Corporation. A receipt signed by the Chairman, the President, any Vice President or the Corporate Secretary of the Corporation (or, where delivery to a third party is requested by the Corporation, a receipt signed by such third party) shall be a valid discharge to Alliance. With respect to unissued Share certificates, unless the Corporation requests that such Share certificates be delivered to a recognized Banknote company, Alliance shall at the expense of the Corporation deface all references to Alliance on such certificates.

22. Governing Law

22.1 This Agreement shall be construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each party



accedes and submits to the jurisdiction of the courts of the Province of Alberta and all courts of appeal therefrom.

23. Business Day

23.1 For purposes of this Agreement, "business day" means any day on which Alliance's offices are generally open for the transaction of commercial business, but does not in any event include a Saturday, Sunday, civic or statutory holiday in the Province of Alberta.

In witness whereof this Agreement has been duly executed by the parties hereto as of the date and at place first above written.

49 NORTH RESOURCES INC.

Per: _____

Per: _____

ALLIANCE TRUST COMPANY

Per: _____

Per: _____

