

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT is dated for reference the 28th day of December, 2012

BETWEEN:

DIAMONDS NORTH RESOURCES INC., a company duly incorporated under the laws of the Province of British Columbia, and having its head office at Suite 1100 – 1111 Melville Street, Vancouver, British Columbia, V6E 3V6

(hereinafter referred to as “**Diamonds**”)

OF THE FIRST PART.

AND:

URANIUM NORTH RESOURCES CORP., a company duly incorporated under the laws of the Province of British Columbia, and having its head office at Suite 1100 – 1111 Melville Street, Vancouver, British Columbia, V6E 3V6

(hereinafter referred to as “**Uranium**”)

OF THE SECOND PART.

WHEREAS:

- A. Diamonds has been incorporated pursuant to the *Business Corporations Act* (British Columbia);
- B. Uranium has been incorporated pursuant to the *Business Corporations Act* (British Columbia);
- C. Diamonds and Uranium wish to combine their respective businesses by way of an amalgamation (the “**Amalgamation**”) under the provisions of the *Business Corporations Act* (British Columbia), S.B.C. 2002, c.57 (the “**BCBCA**”);
- D. The common shares of Diamonds and Uranium are listed on the TSX Venture Exchange (the “**TSXV**”);
- E. The parties have entered into a letter agreement with respect to the Amalgamation dated December 4, 2012; and
- F. The parties wish to enter into this Agreement to provide for the matters referred to in the foregoing recitals and for other matters relating to the proposed Amalgamation.

NOW THEREFORE in consideration of the mutual premises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 For the purposes of this Agreement:

- (a) **"Agreement"** means this Amalgamation Agreement and includes the schedules attached hereto.
- (b) **"Amalgamated Company"** means the corporation constituted upon the Amalgamation becoming effective.
- (c) **"Amalgamated Company Shares"** means the common shares in the capital of the Amalgamated Company.
- (d) **"Amalgamating Companies"** means Diamonds and Uranium.
- (e) **"Amalgamation"** means the amalgamation of the Amalgamating Companies as contemplated in the Agreement.
- (f) **"Competing Proposal"** means any inquiry or the making of any proposal to any of the Amalgamating Companies or their respective shareholders from any person which constitutes, or may reasonably be expected to result in (in either case whether in one transaction or a series of transactions): (i) an acquisition from such Amalgamating Company or its shareholders of 20% or more of the voting securities of such Amalgamating Company; (ii) any acquisition of a substantial amount of assets of an Amalgamating Company; (iii) an amalgamation, arrangement, merger, or consolidation involving an Amalgamating Company; (iv) any take-over bid, issuer bid, exchange offer, recapitalization, liquidation, dissolution, reorganization or similar transaction involving an Amalgamating Company; 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 Amalgamation or which would or could reasonably be expected to materially reduce the benefits to the other Amalgamating Companies under this Agreement or the Amalgamation.
- (g) **"Diamonds Board"** means the board of directors of Diamonds.
- (h) **"Diamonds Options"** means those incentive stock options granted to directors, officers, employees and consultants of Diamonds to purchase up to 9,245,000 common shares of Diamonds as more particularly set out in the Joint Information Circular.
- (i) **"Diamonds Shares"** means the common shares in the capital of Diamonds.
- (j) **"BCBCA"** means the *Business Corporations Act*, S.B.C. 2002, c.57, as amended, together with the regulations thereto.
- (k) **"Court"** means the Supreme Court of British Columbia;
- (l) **"Court Order"** means the order of the Court under Section 276 of the BCBCA, in a form acceptable to Diamonds and Uranium, each acting reasonably, approving the Amalgamation as such order may be amended by the Court (with the consent of both Diamonds and Uranium, each acting reasonably) at any time prior to the Effective Date

or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both Diamonds and Uranium, each acting reasonably) on appeal

- (m) **"Depository"** means Computershare Investor Services Inc., in its capacity as depository for the Diamonds Shares and Uranium Shares under the Amalgamation.
- (n) **"Effective Date"** means the date of the Amalgamation as set forth in the Certificate of Amalgamation to be issued to the Amalgamated Company pursuant to the BCBCA.
- (o) **"Governmental Authority"** means any applicable:
 - (i) multinational or supranational body or organization, nation, government, state, province, country, territory, municipality, quasigovernment, administrative, judicial or regulatory authority, agency, board, body, bureau, commission, instrumentality, court or tribunal or any political subdivision thereof, or any central bank (or similar monetary or regulatory authority) thereof, any taxing authority, any ministry or department or agency of any of the foregoing;
 - (ii) self-regulatory organization or stock exchange;
 - (iii) entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government; and
 - (iv) corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of such entities or other bodies pursuant to the foregoing.
- (p) **"IFRS"** means means International Financial Reporting Standards adopted by the Accounting Standards Board of the Canadian Institute of Chartered Accountants;
- (q) **"Joint Information Circular"** means the joint management information circular prepared or to be prepared by Diamonds and Uranium in connection with the special meetings of the shareholders of each of the Amalgamating Companies to consider and approve the Amalgamation.
- (r) **"Laws"** means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and terms and conditions of any grant of approval, permission, authority or license of any Governmental Authority, statutory body or self regulatory authority, and the term "applicable" with respect to such Laws and in the context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Governmental Authority (or any other Person) having jurisdiction over the aforesaid Person or Persons or its or their business, undertaking, property or securities.
- (s) **"Letter of Transmittal"** means the letter of transmittal sent by Diamonds and Uranium, as applicable to the shareholders of Diamonds and Uranium, respectively, providing for

the delivery of certificates representing their Diamonds Shares and Uranium Shares, as applicable, to the Depositary.

- (t) **"Uranium Board"** means the board of directors of Uranium.
- (u) **"Uranium Options"** means those incentive stock options granted to directors and employees of Uranium to purchase up to 6,056,250 common shares of Uranium, as more particularly set out in the Joint Information Circular.
- (v) **"Uranium Shares"** means the common shares in the capital of Uranium.
- (w) **"Material Adverse Change"** means, in respect of either of the parties, any change, event or occurrence, including any change, event or occurrence that is related to or arises as a result of previously disclosed information, representations or warranties concerning the affairs of either party, and **"Material Adverse Effect"** means, in respect of either of the parties, any state of facts, which, in either case, either individually or in the aggregate, is, or could reasonably be expected to be, material and adverse to the business, condition (financial or otherwise), properties, assets (tangible or intangible), liabilities (whether absolute, accrued, conditional, contingent or otherwise), capitalization, operations, prospects or results of operations of that party and its subsidiaries, taken as a whole, other than any change, event, occurrence or state of facts:
 - (i) relating to conditions affecting the mining industry generally in jurisdictions in which the party carries on business, including changes in metal prices, laws or taxes;
 - (ii) relating to general or economic, financial, currency exchange, securities or commodities market conditions;
 - (iii) resulting from any matter which was publicly disclosed or which was communicated in writing to the other party prior to the date of this Agreement; or
 - (iv) attributable to the announcement or pendency of this Agreement or the Amalgamation, or otherwise contemplated by or resulting from the terms of this Agreement;provided, that such effect referred to in clauses (i) and (ii) above does not primarily relate only to (or have the effect of primarily relating only to) that party and its subsidiaries, taken as a whole, or disproportionately adversely affect that party and its subsidiaries and material joint ventures taken as a whole, compared to other companies of similar size operating in the industry in which that party and its subsidiaries.
- (x) **"Person"** includes an individual, corporation, firm, sole proprietorship, partnership (including a limited partnership), joint venture, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, a natural person in his capacity as trustee, executor, administrator, or other legal representative and the Crown or any agency or instrumentality thereof
- (y) **"Registrar"** means the person appointed as the Registrar of Companies under the BCBCA.

- (z) **"Superior Proposal"** means any *bona fide* written Competing Proposal that in the good faith determination of the board of directors of the Amalgamating Company to whom such Competing Proposal is made, after consultation with its legal and financial advisers: (a) is reasonably capable of being completed, taking into account all legal, financial, regulatory and other aspects of such proposal and the party making such proposal; and (b) would, if consummated in accordance with its terms, result in a transaction more favourable to the shareholders of such Amalgamating Company than the transaction contemplated by this Agreement.

(aa) **"TSXV"** means the TSX Venture Exchange.

1.2 Words and phrases used herein and defined in the BCBCA shall have the same meaning herein as in the BCBCA unless the context otherwise requires.

1.3 The following Schedules which are attached hereto each form part of this Agreement:

Schedule "A" – Form 13 (BCBCA) - Amalgamation Application

Schedule "B" – Articles

Schedule "C" – Stock Option Plan

1.4 **Headings**

The division of this Agreement into articles, sections, paragraphs and other subdivisions, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

ARTICLE 2 AMALGAMATION

2.1 **Agreement**

The Amalgamating Companies agree to amalgamate pursuant to the provisions of the BCBCA as of the Effective Date and to continue as one corporation on the terms and conditions herein described.

2.2 **Effective Date of the Amalgamation**

On the Effective Date, the Amalgamation becomes effective and the Amalgamating Companies shall be amalgamated and continued as one corporation under the terms and conditions of the Agreement.

2.3 **Cancellation of Unissued Shares and Issued Shares of Uranium held by Diamonds**

The unissued shares of each of the Amalgamating Companies and the 5,189,281 issued shares of Uranium held by Diamonds shall be cancelled and shall not be exchanged for shares of the Amalgamated Company.

2.4 **Fractional Shares**

No fractional shares will be issued by the Amalgamated Company on the Amalgamation and any entitlement to a fractional share will be rounded down to the next whole share.

ARTICLE 3 AMALGAMATED COMPANY

3.1 Name

The name of the Amalgamated Company shall be "Adamera Resources Corp." or such other name as approved by the TSXV and the directors of the Amalgamated Company.

3.2 Business

There shall be no restrictions on the business that the Amalgamated Company may carry on.

3.3 Registered Office

The registered and records office of the Amalgamated Company shall be located at Suite 1750 – 1185 West Georgia Street, Vancouver, BC, V6E 4E6.

3.4 Authorized Capital

The authorized capital of the Amalgamated Company shall consist of an unlimited number of common shares without par value.

3.5 Form 13 – Amalgamation Application

The Form 13 – Amalgamation Application of the Amalgamated Company shall be as set out in Schedule "A" hereto respectively, and the Form 13 – Amalgamation Application will be filed with the Registrar under the BCBCA in accordance with Section 275(1)(a) of the BCBCA.

3.6 Articles

The Articles of the Amalgamated Company shall be as set out in Schedule "B" hereto, and will be kept at the records office of the Amalgamated Company.

3.7 Directors and Officers

- (a) The minimum number of directors of the Amalgamated Company shall be three (3) and the maximum number of directors shall be the number of directors set by ordinary resolution of the shareholders of the Amalgamated Company from time to time.
- (b) The initial number of directors of the Amalgamated Company shall be determined at five (5). In addition to the directors designated in Section 3.7(c) below, the Amalgamated Company shall form an advisory board to consist of Terry Lyons and Daniel Faure.

- (c) The first directors of the Amalgamated Company shall be the persons whose names, prescribed addresses (as such term is defined in the BCBCA) and occupations are as follows, who shall hold office until the first annual meeting of the Amalgamated Company or until their successors are elected or appointed:

<u>Full Name</u>	<u>Prescribed Address</u>	<u>Occupation</u>
Mark Kolebaba	4102 Burkehill Road West Vancouver, B.C. V7V 3M2	President, Diamonds North Resources Inc. and Uranium North Resources Corp.
Maynard Brown	1595 19 th Street West Vancouver, B.C. V7V 3X5	Lawyer
Geir Liland	107 – 5900 Dover Crescent Richmond, B.C. V7C 5R4	Independent Businessman
Bernard H. Kahlert	1195 Sutton Place West Vancouver, B.C. V7S 2L3	Geologist
Yale Simpson	5642 Westport Road West Vancouver, B.C. V7W 1V1	Geologist

- (d) The officers of the Amalgamated Company shall be the following:

<u>Full Name</u>	<u>Prescribed Address</u>	<u>Position with Amalgamated Company</u>	<u>Occupation</u>
Mark Kolebaba	4102 Burkehill Road West Vancouver, B.C. V7V 3M2	President and Chief Executive Officer	President, Diamonds North Resources Inc. and Uranium North Resources Corp.
Patricia Tanaka	1158 Strathaven Drive North Vancouver, BC V7H 2Z6	Chief Financial Officer	Accountant
Janice Davies	Suite 2 230 Keith Road East North Vancouver, BC V7L 1V5	Corporate Secretary	Corporate Secretary

3.8 Management

Upon the Effective Date, the Amalgamated Company shall be managed and operated in accordance with the BCBCA.

3.9 Assets and Liabilities

Each of the Amalgamating Companies shall contribute to the Amalgamated Company all of its assets, subject to its liabilities, as they exist immediately before the Amalgamation. The Amalgamated

Company shall possess all the property, rights, privileges and franchises as they exist immediately before the Amalgamation, and shall be subject to all the liabilities, contracts, disabilities and debts of each of the Amalgamating Companies, as they exist immediately before the Amalgamation. All rights of creditors against the property, assets, rights, privileges and franchises of the Amalgamating Companies and all liens upon their property, rights and assets shall be unimpaired by the Amalgamation and all debts, contracts, liabilities and duties of the Amalgamating Companies shall thenceforth attach to and may be enforced against the Amalgamated Company. No action or proceeding by or against any of the Amalgamating Companies shall abate or be affected by the Amalgamation but, for all purposes of such action or proceeding, the name of the Amalgamated Company shall be substituted in such action or proceeding in the place of the name of the relevant Amalgamating Company.

3.10 Fiscal Year

The fiscal year end of the Amalgamated Company is to be December 31 in each year.

3.11 Registrar and Transfer Agent

The Registrar and Transfer Agent for the securities of the Amalgamated Company shall be Computershare Investor Services Inc.

3.12 Auditor

The auditor of the Amalgamated Company shall be Davidson & Company, and their remuneration may be fixed from time to time by the directors of the Amalgamated Company. The first auditor of the Amalgamated Company shall hold office until the first annual meeting of the shareholders of the Amalgamated Company after the Effective Date or until their successors are duly appointed.

3.13 Incentive Stock Option Plan

The Amalgamated Company shall adopt an incentive stock option plan in the form attached hereto as Schedule "C" (the "**Option Plan**") which shall become effective as of the Effective Date, subject to repeal, amendment or alteration.

ARTICLE 4

EXCHANGE OF SHARES WITH THOSE OF THE AMALGAMATED COMPANY

4.1 Exchange of Shares

The shares in the capital of the Amalgamating Companies which are issued and outstanding immediately prior to the Effective Date shall, on and from the Effective Date, be exchanged with shares of the Amalgamated Company as follows:

- (a) The issued shares of Diamonds shall be exchanged for common shares of the Amalgamated Company on the basis of one (1) common share of the Amalgamated Company for every seven and one-half (7.5) common shares of Diamonds held.
- (b) The issued shares of Uranium shall be exchanged for common shares of the Amalgamated Company on the basis of one (1) common share of the Amalgamated Company for every five (5) common share of Uranium held.

4.2 Acknowledgement Regarding Convertible Securities

The parties acknowledge that, by virtue of the contractual provisions thereof:

- (a) Any Diamonds Options that remain outstanding as of the Effective Date shall automatically entitle the holders thereof to purchase common shares of the Amalgamated Company on the basis of one (1) common share of the Amalgamated Company for every seven and one-half (7.5) shares for which the option was granted at an exercise price equal to the exercise price equal to seven and one-half (7.5) times the exercise price specified in the respective Diamonds Option agreements.
- (b) Any Uranium Options that remain outstanding as of the Effective Date shall automatically entitle the holders thereof to purchase common shares of the Amalgamated Company on the basis of one (1) common share of the Amalgamated Company for every five (5) common shares for which the option was granted at an exercise price per common share of the Amalgamated Company equal to five (5) times the exercise price specified in the respective Uranium Option agreements.

4.3 Surrender of Shares

After the filing of the Form 13 – Amalgamation Application and the issue of a Certificate of Amalgamation in respect thereof, the shareholders of the Amalgamating Companies, when requested by the Amalgamated Company, shall surrender the certificates representing the shares held by them in such Amalgamating Companies and, subject to the provisions of the BCBCA, shall be entitled in return to receive certificates for shares of the Amalgamated Company on the basis aforesaid.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of Diamonds

Diamonds represents and warrants to and in favour of Uranium as follows, and acknowledges that Uranium is relying upon such representations and warranties in proceeding with the Amalgamation:

- (a) each of Diamonds and its subsidiaries validly exists and is in good standing with respect to the filing of any and all reports with the relevant regulatory authorities in its jurisdiction of incorporation, and the common shares of Diamonds are listed, posted and called for trading on the TSXV;
- (b) Diamonds is in good standing with its filings with the TSXV, meets all of the minimum maintenance standing requirements of the TSXV, currently carries on business as an active issuer under the policies of the TSXV, and has complied with and will comply fully with the requirements of the TSXV;
- (c) Diamonds is a reporting issuer in the provinces of British Columbia and Alberta and is not in default of any requirement of the applicable securities Laws of each of the reporting jurisdictions and other regulatory instruments of the securities authorities in such provinces;
- (d) the common shares of Diamonds are not the subject of a suspension or cease trade order, and there is no pending, threatened or potential action to halt, suspend, delist, or declare

Diamonds an inactive company by the TSXV or any other relevant securities regulatory authority nor is any cease trade order pending or threatened;

- (e) the authorized capital of Diamonds consists of an unlimited number of common shares without par value, of which 94,682,308 common shares are issued and outstanding as fully paid and non-assessable, and 25,000,000 reorganization shares, none of which are issued and outstanding; Diamonds has no outstanding and unfulfilled subscriptions for any additional common shares and there are no outstanding warrants, options or other right to acquire shares or other securities of Diamonds except for the Diamonds Options, all as disclosed by Diamonds in the Joint Information Circular and there are no other securities or instruments which are convertible into or exchangeable for shares of Diamonds;
- (f) Diamonds has the corporate power and authority to enter into this Agreement and to carry out the intent and purpose thereof;
- (g) Diamonds has the power, authority and capacity to carry on its business as presently conducted by it and to own and use all of its business assets;
- (h) the making of this Agreement does not conflict with or result in the breach of or the acceleration of any indebtedness under, any terms, provisions or conditions of, or constitute default under any indenture, mortgage, deed of trust, agreement, joint venture, lease, franchise, certificate, consent, permit, licence, authority or other instrument to which Diamonds is a party or is bound or any judgment, decree, order, rule or regulation of any court or administrative body by which Diamonds is bound or any statute or regulation applicable to Diamonds;
- (i) Diamonds is the beneficial owner of the properties, business and assets or the interests in the properties, business or assets referred to in the Joint Information Circular and all agreements by which Diamonds holds an interest in a property, business or assets are in good standing according to their terms, and the properties are in good standing under the applicable laws of the jurisdictions in which they are situated;
- (j) as at the date immediately preceding the Effective Date there will not be any material adverse difference in the assets and liabilities of Diamonds as shown on the financial statements of Diamonds most recently filed under applicable securities laws, other than a reduction in cash reserves resulting from paying expenses related to the transactions contemplated by this Agreement;
- (k) other than as disclosed in the Joint Information Circular, there are no suits, actions, proceedings or investigations commenced, pending or to the best of the knowledge of Diamonds (after due inquiry) contemplated or threatened, to which Diamonds is a party or to which the property of Diamonds is subject;
- (l) Diamonds is a "public corporation" for the purposes of the *Income Tax Act* (Canada) (the "ITA") and the regulations thereunder, and Diamonds is a "principal-business corporation" within the meaning assigned by subsection 66(15) of the ITA;
- (m) the corporate records and minute books of Diamonds have been maintained substantially in accordance with applicable laws and are complete and accurate in all material respects

and the financial books and records of Diamonds have been maintained in accordance with good business and accounting practices;

- (n) Diamonds has made available to Uranium all material information, including financial operations and other information respecting its business and operations and all such information as made available to Uranium is true and correct in all material respects and no material facts have been omitted therefrom as could make such information misleading; and
- (o) to the best knowledge of Diamonds, Diamonds is in material compliance with all applicable laws, by-laws, regulations and government orders.

5.2 Representations and Warranties of Uranium

Uranium represents and warrants to and in favour of Diamonds as follows, and acknowledges that Diamonds is relying upon such representations and warranties in proceeding with the Amalgamation:

- (a) each of Uranium and its subsidiaries validly exists and is in good standing with respect to the filing of any and all reports with the relevant regulatory authorities in its jurisdiction of incorporation, and the common shares of Uranium are listed, posted and called for trading on the TSXV;
- (b) Uranium is in good standing with its filings with the TSXV, meets all of the minimum maintenance standing requirements of the TSXV and has complied with and will comply fully with the requirements of the TSXV;
- (c) Uranium is a reporting issuer in the provinces of British Columbia and Alberta and is not in default of any requirement of the applicable securities Laws of each of the reporting jurisdictions and other regulatory instruments of the securities authorities in such provinces;
- (d) the common shares of Uranium are not the subject of a suspension or cease trade order, and there is no pending, threatened or potential action to halt, suspend, delist, or declare Diamonds an inactive company by the TSXV or any other relevant securities regulatory authority nor is any cease trade order pending or threatened;
- (e) the authorized capital of Uranium consists of an unlimited number of common shares without par value, of which 85,555,405 common shares are issued and outstanding as fully paid and non-assessable; Uranium has no outstanding and unfulfilled subscriptions for any additional common shares and there are no outstanding warrants, options or other right to acquire common shares of Uranium, except for the Uranium Options;
- (f) Uranium has the corporate power and authority to enter into this Agreement and to carry out the intent and purpose thereof;
- (g) Uranium has the power, authority and capacity to carry on its business as presently conducted by it and to own and use all of its business assets;
- (h) the making of this Agreement does not conflict with or result in the breach of or the acceleration of any indebtedness under, any terms, provisions or conditions of, or constitute default under any indenture, mortgage, deed of trust, agreement, joint venture,

lease, franchise, certificate, consent, permit, licence, authority or other instrument to which Uranium is a party or is bound or any judgment, decree, order, rule or regulation of any court or administrative body by which Uranium is bound or any statute or regulation applicable to Uranium;

- (i) Uranium is the beneficial owner of the properties, business and assets or the interests in the properties, business or assets referred to in the Joint Information Circular and all agreements by which Uranium holds an interest in a property, business or assets are in good standing according to their terms, and the properties are in good standing under the applicable laws of the jurisdictions in which they are situated;
- (j) as at the date immediately preceding the Effective Date, there will not be any material adverse difference in the assets and liabilities of Uranium as shown on the financial statements of Uranium most recently filed under applicable securities laws, other than a reduction in cash reserves resulting from paying expenses related to the transactions contemplated by this Agreement;
- (k) other than as disclosed in the Joint Information Circular, there are no suits, actions, proceedings or investigations commenced, pending or to the best of the knowledge of Uranium (after due inquiry) contemplated or threatened, to which Uranium is a party or to which the property of Uranium is subject;
- (l) Uranium is a "public corporation" for the purposes of the ITA and the regulations thereunder, and Uranium is a "principal-business corporation" within the meaning assigned by subsection 66(15) of the ITA;
- (m) the corporate records and minute books of Uranium have been maintained substantially in accordance with applicable laws and are complete and accurate in all material respects and the financial books and records of Uranium have been maintained in accordance with good business and accounting practices;
- (n) Uranium has made available to Diamonds all material information, including financial operations and other information respecting its business and operations and all such information as made available to Diamonds and Diamonds is true and correct in all material respects and no material facts have been omitted therefrom as could make such information misleading; and
- (o) to the best knowledge of Uranium, Uranium is in material compliance with all applicable laws, by-laws, regulations and government orders.

ARTICLE 6 CONDITIONS PRECEDENT

6.1 Mutual Conditions Precedent

The respective obligations of the Amalgamating Companies to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment of the following conditions on or before the Effective Date:

- (a) this Agreement shall have been approved by special resolutions passed at special meetings of the shareholders of each of the Amalgamating Companies, called and held in accordance with the provisions of the BCBCA and applicable securities laws;
- (b) Uranium and Diamonds shall not have received notices of dissent with respect to the Amalgamation from shareholders of Uranium and Diamonds who collectively hold more than 5% of the issued common shares of Uranium and Diamonds, on a combined basis;
- (c) the Court Order shall have been obtained on terms consistent with this Agreement, and shall not have been set aside or modified in a manner unacceptable to Diamonds and Uranium, acting reasonably, on appeal or otherwise;
- (d) the Form 13 – Amalgamation Application and other documents as are required shall have been delivered to the Registrar under the BCBCA for registration;
- (e) the listing of the shares of the Amalgamated Company on the TSXV shall have been conditionally approved by the TSXV on or prior to the Effective Date;
- (f) this Agreement shall not have been terminated in accordance with Section 9.9;
- (g) there shall not be in force any order or decree restraining or enjoining the consummation of the Amalgamation;
- (h) the Amalgamation shall have been effected on or before February 28, 2013 or such other date as may be mutually agreed to by the parties in writing; and
- (i) the Amalgamated Company, upon completion of the Amalgamation, shall meet the minimum listing requirements of the TSXV and the TSXV shall have, prior to the Effective Date, issued its approval of the transactions contemplated herein.

The conditions described in this Section 6.1 are for the benefit of each of Diamonds and Uranium and may be waived by them in their sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights the waiving party may have hereunder. No waiver of the conditions described in this Section 6.1 is effective unless waived by each of Diamonds and Uranium.

If any of the above conditions shall not have been complied with or waived by the Parties on or before the Effective Date or, if earlier, the date required for the performance thereof, then a Party may terminate this Agreement in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by the Party terminating the Agreement. If the failure to satisfy any one or more of the above conditions precedent results from a material default by a Party of its obligations under this Agreement and if such condition(s) precedent would have been satisfied but for

such default, such defaulting Party shall not rely on such failure (to satisfy one or more of the above conditions) as a basis for its own non-compliance with its obligations under this Agreement.

6.2 Conditions to Obligations of Diamonds

The obligations of Diamonds to complete the transactions contemplated hereby are subject to satisfaction on or before the Effective Date of the following conditions:

- (a) that each of the acts and undertakings of Uranium to be performed on or before the Effective Date pursuant to the terms of this Agreement has been duly performed and there has been no material breach of such terms by Uranium;
- (b) on or before the Effective Date, Uranium has furnished Diamonds with certified copies of the resolutions duly passed by the board of directors of Uranium approving this Agreement and the consummation of the transactions contemplated hereby including the Amalgamation;
- (c) on or before the Effective Date, Uranium has furnished Diamonds with certified copies of the resolutions duly passed by the shareholders of Uranium approving this Agreement and the consummation of the transactions contemplated hereby including the Amalgamation;
- (d) no change, fact or circumstance has occurred in the affairs, operations or business of Uranium, from and after the date hereof to and including the Effective Date which, in Diamonds's reasonable opinion, is materially adverse to Diamonds's interest in proceeding with the Amalgamation;
- (e) except as affected by the transactions contemplated by this Agreement, the representations and warranties of Uranium contained in Section 5.2 are true in all material respects immediately prior to the Effective Date with the same effect as though such representations and warranties had been made at and as of such time and Diamonds has received a certificate to that effect dated the day preceding the Effective Date from the President of Uranium, acting solely on behalf of Uranium and not in his personal capacity, certifying that to the best of his information and belief having made reasonable inquiry and having no knowledge to the contrary;
- (f) there has been no material breach of the terms hereof by Uranium;
- (g) on the Effective Date, Diamonds shall be provided with a certificate from the President of Uranium confirming that the issued and outstanding share capital of Uranium (on a fully diluted basis) does not exceed an aggregate of 85,555,405 Uranium Shares exclusive of Uranium Shares issuable upon the exercise of Uranium Options (to a maximum of 6,056,250 Uranium Shares) prior to the Effective Date; and
- (h) on or before the Effective Date, Diamonds shall be provided with a good standing certificate issued by the jurisdiction of incorporation of Uranium, dated within five (5) business days of the Effective Date.

The conditions described in this Section 6.2 are for the exclusive benefit of Diamonds and may be waived by Diamonds in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Diamonds may have hereunder.

If any of the above conditions shall not have been complied with or waived by Diamonds on or before the Effective Date or, if earlier, the date required for the performance thereof, then, Diamonds may terminate this Agreement in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Diamonds. If the failure to satisfy any one or more of the above conditions precedent results from a material default by Diamonds of its obligations under this Agreement and if such condition(s) precedent would have been satisfied but for such default, Diamonds shall not rely on such failure (to satisfy one or more of the above conditions) as a basis for its own non-compliance with its obligations under this Agreement.

6.3 Conditions to Obligations of Uranium

The obligations of Uranium to complete the transactions contemplated hereby are subject to satisfaction on or before the Effective Date of the following conditions:

- (a) that each of the acts and undertakings of Diamonds to be performed on or before the Effective Date pursuant to the terms of this Agreement has been duly performed and there has been no material breach of such terms by Diamonds;
- (b) on or before the Effective Date, Diamonds has furnished Uranium with certified copies of the resolutions duly passed by the shareholders of Diamonds approving this Agreement and the consummation of the transactions contemplated hereby including the Amalgamation;
- (c) on or before the Effective Date, Diamonds has furnished Uranium with certified copies of the resolutions duly passed by the board of directors of Diamonds approving this Agreement and the consummation of the transactions contemplated hereby including the Amalgamation;
- (d) no change, fact or circumstance has occurred in the affairs, operations or business of Diamonds, from and after the date hereof to and including the Effective Date which, in Uranium's reasonable opinion, is materially adverse to Uranium's interest in proceeding with the Amalgamation;
- (e) except as affected by the transactions contemplated by this Agreement the representations and warranties of Diamonds contained in Section 5.1 are true in all material respects immediately prior to the Effective Date with the same effect as though such representations and warranties had been made at and as of such time and Uranium has received a certificate to that effect dated the day preceding the Effective Date from the President of Diamonds, acting solely on behalf of Diamonds and not in his personal capacity, certifying that to the best of his information and belief having made reasonable inquiry and having no knowledge to the contrary;
- (f) there has been no material breach of the terms hereof by Diamonds;
- (g) on the Effective Date, Uranium shall have been provided with a certificate from the President of Diamonds confirming that the issued and outstanding share capital of Diamonds (on a fully diluted basis) does not exceed an aggregate of 94,682,308 Diamonds Shares, exclusive of the Diamonds Shares issuable on the exercise of Diamonds Options (to a maximum of 9,245,000 Diamonds Shares), prior to the Effective Date;

- (h) on or before the Effective Date, Uranium shall be provided with a good standing certificate issued by the jurisdiction of incorporation of Diamonds, dated within five (5) business days of the Effective Date.

The conditions described in this Section 6.3 are for the exclusive benefit of Uranium and may be waived by Uranium in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Uranium may have hereunder.

If any of the above conditions shall not have been complied with or waived by Uranium on or before the Effective Date or, if earlier, the date required for the performance thereof, then, Uranium may terminate this Agreement in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Uranium. If the failure to satisfy any one or more of the above conditions precedent results from a material default by Uranium of its obligations under this Agreement and if such condition(s) precedent would have been satisfied but for such default, Uranium shall not rely on such failure (to satisfy one or more of the above conditions) as a basis for its own non-compliance with its obligations under this Agreement.

6.4 Satisfaction of Conditions

The conditions set out in this Article 6 are conclusively deemed to have been satisfied, waived or released when, with the agreement of the parties, the Form 13 (BCBCA) Amalgamation Application, in substantially the form set out in Schedule "A" hereto, has been filed with the Registrar under the BCBCA to carry into effect the Amalgamation.

ARTICLE 7 COVENANTS

7.1 Mutual Covenants

Except as otherwise expressly contemplated or permitted in this Agreement, each party covenants and agrees that:

- (a) it will 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 (i) to ensure that the representations and warranties in Section 5.1, in the case of Diamonds, and Section 5.2, in the case of Uranium, remain true and correct in all material respects as of the Effective Date as if such representations and warranties were made at and as of such date; (ii) to satisfy (or cause the satisfaction of) the conditions set out in Article 6 to the extent the same is within its control and to consummate and make effective as promptly as is practicable the transactions contemplated herein; and (iii) for the discharge by each party of its respective obligations under this Agreement, including its obligations under applicable Laws, in each case including the execution and delivery of such documents as the other party hereto may reasonably require. Each of the parties hereto, where appropriate, will reasonably co-operate with the other party in taking such actions; and
- (b) until the Effective Date, it will notify the other party in writing: (i) promptly after the occurrence thereof of any Material Adverse Change (actual, anticipated, or to the best of its knowledge, threatened) with respect to it; and (ii) promptly after the occurrence, or failure to occur, of any such event, of information of which it becomes aware with respect to any event which, if known as of the date of this Agreement, would have been required to be disclosed to the other party or which would have been likely to cause any

of its representations or warranties in this Agreement to be untrue or incorrect in any material respect or result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by any party herein provided, however, that no such notification will affect the representations or warranties of the parties or the conditions to the obligations of the parties herein.

- (c) each of the Amalgamated Companies (the “**Disclosing Party**”) shall make available, and by the Effective Date will have made available, to the other parties or their representatives (the “**Other Parties**”) for inspection, all documents and agreements (including, without limitation, minute books) as may be necessary to enable the Other Parties to effect a thorough due diligence review of the Disclosing Party and its business, properties and financial status and to enable the Other Parties to provide all disclosure necessary or advisable for the Joint Information Circular. The Disclosing Party will not knowingly withhold any documents or information reasonably required to make not misleading the documents and information so made available to the Other Parties.
- (d) each party shall cooperate in seeking the Court Order and shall provide the other party with reasonable opportunity to review and comment upon drafts of all material to be filed with the Court in connection with the Amalgamation, and shall give reasonable consideration to all such comments. Each party shall also provide the other party on a timely basis with copies of any appearance and evidence served on it or its legal counsel in respect of the application for the Court Order, or any appeal therefrom and of any notice (written or oral) received by a party indicating any intention to oppose the granting of the Court Order or to appeal the Court Order. Subject to applicable Laws, neither party shall file any material with the Court in connection with the Amalgamation or serve any such material, and shall agree not to modify or amend materials so filed or served, except as contemplated hereby; provided that nothing herein shall require a party to agree or consent to any increase in consideration or other modification or amendment to such filed or served materials that expands or increases a party’s obligations set forth in any such filed or served materials or under this Agreement.

7.2 Covenants Relating to Regulatory Approval

- (a) As soon as reasonably practicable after the date hereof, each party will use its commercially reasonable efforts to make all necessary or advisable filings, applications and submissions with Governmental Authorities under all applicable Laws in respect of the transactions contemplated herein. Each party will provide such additional information and make or cause to be made such additional filings reasonably required by any Governmental Authority in respect of the transactions contemplated herein.
- (b) Each party will use its commercially reasonable efforts to obtain all consents, approvals, authorizations or waivers required or advisable to be obtained by it from Governmental Authorities in respect of the transactions contemplated herein (including participating and appearing in any proceedings before Governmental Authorities) and to avoid or resolve any suit or threatened suit so as to permit the consummation of the transactions contemplated herein on a timely basis.
- (c) Subject to applicable Laws, each party will provide the other party and its counsel with reasonable opportunity to review and comment on all filings, applications, submissions and other material communications to Governmental Authorities. Each party will use its commercially reasonable efforts to cooperate with and assist the other party in the

preparation and making of all filings, applications and submissions to such Governmental Authorities.

- (d) Each party will promptly notify the other party of any material communication to such party from any Governmental Authority in respect of the transactions contemplated herein and, subject to applicable Laws, provide the other party with a copy thereof if such communication is in writing. Each party will consult with the other party and its counsel prior to participating in any substantive meeting or discussion with any Governmental Authority in respect of the transactions contemplated herein and give the other party and its counsel the opportunity to attend and participate thereat.

7.3 Covenants of Uranium

Uranium covenants and agrees with Diamonds that, prior to the Effective Date, except with the prior written consent of Diamonds or other than as expressly contemplated or permitted by this Agreement:

- (a) Uranium will not allot or issue, or enter into any agreement for the allotment or issuance, or grant any other rights to acquire, Uranium Shares or other securities or securities convertible into, exchangeable for, or which carry a right to acquire, directly or indirectly, any Uranium Shares or other securities;
- (b) subject to Section 7.3(d) and (e), Uranium will not, and it will not authorize or permit any officers, directors or employees, agents, advisers, consultants or other representatives of it to:
 - (i) make, solicit, initiate, facilitate, entertain, encourage or promote (including, without limitation, by way of furnishing information, permitting any visit to facilities or properties of Uranium or entering into any form of agreement, arrangement or understanding) any inquiry or the making of any proposal to it or its shareholders from any Person which constitutes, or may reasonably be expected to lead to (in either case whether in one transaction or a series of transactions), a Competing Proposal or potential Competing Proposal, or agree to or endorse any of the foregoing;
 - (ii) enter into or participate in, directly or indirectly, any discussions or negotiations regarding any Competing Proposal or potential Competing Proposal, or furnish to any other Person any information with respect to the business, properties, operations, prospects or conditions (financial or otherwise) of it in connection with any Competing Proposal or potential Competing Proposal, or otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other Person to do or seek to do any of the foregoing;
 - (iii) withdraw, modify or qualify, or propose publicly to withdraw, modify or qualify, in any manner adverse to Diamonds, the approval or recommendation of this Agreement or the Amalgamation by the Uranium Board or any of its committees;
 - (iv) approve or recommend, or propose publicly to approve or recommend, any Competing Proposal; or

- (v) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement in principle, agreement, arrangement or undertaking related to any Competing Proposal or potential Competing Proposal;
- (c) Uranium will immediately cease:
 - (i) and will instruct its officers, directors, employees, consultants, representatives and agents to immediately cease, and cause to be terminated any existing solicitation, discussion or negotiation, encouragement or activity with any Person (other than Diamonds or any of its representatives) with respect to any Competing Proposal, or any potential Competing Proposal, whether or not initiated by Uranium or its representatives; and
 - (ii) to provide any Person (other than Diamonds or any of their representatives) with access to information concerning Uranium in respect of any Competing Proposal, or any potential Competing Proposal, and request the return or destruction of any confidential information provided to any Person (other than Diamonds or any of its representatives) that has entered into a confidentiality agreement with Uranium relating to any Competing Proposal or potential Competing Proposal to the extent provided for in such confidentiality agreement and will use all commercially reasonable efforts to ensure that such requests are honoured;
- (d) Subject to compliance with Section 7.3(e) and notwithstanding Section 7.3(b) and (c), the Uranium Board may, prior to the approval of the Amalgamation by the shareholders of Uranium and Diamonds, (i) consider, participate in discussions or negotiate or provide information to any unsolicited Competing Proposal that the Uranium Board determines in good faith, is reasonably likely to result in a Superior Proposal, or (ii) enter into an agreement in respect of a Superior Proposal; but in each case only if the Superior Proposal did not result from a breach of this Agreement by Uranium and if the directors of Uranium determine in good faith after consulting with its legal advisors that failure to take such action would be inconsistent with the fiduciary duties of such directors under applicable Law;
- (e) Uranium will promptly notify Diamonds, at first orally and then in writing, of any Competing Proposal or potential Competing Proposal, or any amendments to the foregoing, or of any requests or enquiries for non-public information relating to Uranium or for access to any of Uranium's properties, books or records by any Person that informs Uranium that such Person is considering making, or has made, a Competing Proposal. Such notice will include a description of the material terms and conditions of any proposal, the identity of the Person making such proposal, inquiry or contact and provide such other details of the proposal, inquiry or contact as Diamonds may reasonably request. Uranium will (i) keep Diamonds fully informed of the status, including any change to, the material terms of any such Competing Proposal or inquiry; and (ii) provide to Diamonds as soon as practicable after receipt or delivery thereof with copies of all correspondence and other written material sent or provided to Uranium from any Person in connection with any Competing Proposal or enquiry, with such deletions as are necessary to protect any confidential portions of such documents (except as to the identity of the Person making such proposal);
- (f) Uranium will not amend, modify, waive or fail to enforce on a timely basis any obligation under any confidentiality or standstill agreement or amend any such agreement

or other conditions included in any agreement between Uranium and a third party that would facilitate the making or implementation of a Competing Proposal;

- (g) Uranium will conduct its business diligently and in the ordinary and regular course consistent with the manner in which the business generally has been operated up to the date of the execution of this Agreement and, without limiting the foregoing, until the Effective Date, except with the prior written consent of Diamonds, it will not:
 - (i) declare or pay any dividends or make any distribution of its properties or assets to its shareholders or purchase or retire any of its common shares;
 - (ii) alter or amend or authorize any alteration or amendment to its constituting documents as they exist at the date of this Agreement, except as required to complete the Amalgamation or any transaction contemplated under this Agreement or the Amalgamation;
 - (iii) split, consolidate, exchange or reclassify its common shares or other securities;
 - (iv) enter into or modify any employment, consulting, bonus, retention or similar agreements or arrangements with, or grant any bonuses, salary increases, severance or termination pay to, any of its officers, directors, employees or consultants;
 - (v) incur or commit to incur any indebtedness for borrowed money;
 - (vi) incur capital expenditures in excess of \$25,000;
 - (vii) acquire or agree to acquire, by amalgamating, plan of arrangement, merging, consolidating or entering into a business combination with or purchasing or leasing substantially all of the assets or otherwise of, any business or undertaking or any corporation, partnership, association or other business organization or division thereof;
 - (viii) sell, lease, transfer, mortgage or otherwise dispose of or encumber any of its property or assets, real or personal, or agree to the same;
 - (ix) resolve or propose that it be wound-up, dissolved, liquidated, appoint or agree to the appointment of a liquidator, receiver or trustee in bankruptcy for it or consent to an order by a court for its winding-up or dissolution; or
 - (x) take any action or fail to take any action which would cause any of the conditions precedent set forth in Article 6 not to be satisfied (except as may be expressly permitted hereunder);
- (h) Uranium will not take any action, refrain from taking any action (subject to commercially reasonable efforts), or permit any action to be taken or not taken, inconsistent with the provisions of this Agreement or which would reasonably be expected to materially impede the completion of the transactions contemplated hereby or which would or could reasonably be expected to have a Material Adverse Effect on Uranium, provided that where Uranium is required to take any such action or refrain from taking such action

(subject to commercially reasonable efforts) as a result of this Agreement, Uranium shall immediately notify Diamonds in writing of such circumstances;

- (i) Uranium will not, except in the ordinary and regular course of business and consistent with past practice:
 - (i) satisfy or settle any claims or liabilities prior to the same being due, which are, individually or in the aggregate, material;
 - (ii) grant any waiver, exercise any option or relinquish any contractual rights which are, individually or in the aggregate, material; or
 - (iii) enter into or modify any employment, consulting, collective bargaining or similar agreements, policies or arrangements with, or grant any bonuses, salary increases, stock options, pension or supplemental pension or other benefits, profit sharing, retirement allowances, deferred compensation, incentive compensation, severance or termination pay or any other form of compensation to, or make any loan to, any of its employees, directors, officers or consultants;
- (j) Uranium will not:
 - (i) make any changes to its existing accounting practices except as required by Law or required by IFRS or make any material tax election inconsistent with past practice; or
 - (ii) enter into any transaction or perform any act that might interfere with, delay or be inconsistent with the consummation of the transactions contemplated herein or which would render, or which may reasonably be expected to render, untrue or inaccurate in any material respect of any of Uranium's representations and warranties set forth in this Agreement;
- (k) Uranium will, both before and after the Effective Date, execute and do all acts, further deeds, things and assurances as may be required in the reasonable opinion of Diamonds' counsel to consummate the transactions contemplated herein; and
- (l) Uranium will not announce an intention, enter into any agreement, or otherwise make a commitment to do any of the things prohibited by any of the foregoing.

7.4 Covenants of Diamonds

Diamonds covenants and agrees with Uranium that, prior to the Effective Date, except with the prior written consent of Uranium or other than as expressly contemplated or permitted by this Agreement:

- (a) Diamonds will not allot or issue, or enter into any agreement for the allotment or issuance, or grant any other rights to acquire, Diamonds Shares or other securities or securities convertible into, exchangeable for, or which carry a right to acquire, directly or indirectly, any Diamonds Shares or other securities;

- (b) subject to Section 7.4(d) and (e), Diamonds will not, and it will not authorize or permit any officers, directors or employees, agents, advisers, consultants or other representatives of it to:
 - (i) make, solicit, initiate, facilitate, entertain, encourage or promote (including, without limitation, by way of furnishing information, permitting any visit to facilities or properties of Diamonds or entering into any form of agreement, arrangement or understanding) any inquiry or the making of any proposal to it or its shareholders from any Person which constitutes, or may reasonably be expected to lead to (in either case whether in one transaction or a series of transactions), a Competing Proposal or potential Competing Proposal, or agree to or endorse any of the foregoing;
 - (ii) enter into or participate in, directly or indirectly, any discussions or negotiations regarding any Competing Proposal or potential Competing Proposal, or furnish to any other Person any information with respect to the business, properties, operations, prospects or conditions (financial or otherwise) of it in connection with any Competing Proposal or potential Competing Proposal, or otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other Person to do or seek to do any of the foregoing;
 - (iii) withdraw, modify or qualify, or propose publicly to withdraw, modify or qualify, in any manner adverse to Uranium, the approval or recommendation of this Agreement or the Amalgamation by the Diamonds Board or any of its committees;
 - (iv) approve or recommend, or propose publicly to approve or recommend, any Competing Proposal; or
 - (v) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement in principle, agreement, arrangement or undertaking related to any Competing Proposal or potential Competing Proposal;
- (c) Diamonds will immediately cease:
 - (i) and will instruct its officers, directors, employees, consultants, representatives and agents to immediately cease, and cause to be terminated any existing solicitation, discussion or negotiation, encouragement or activity with any Person (other than Uranium or any of its representatives) with respect to any Competing Proposal, or any potential Competing Proposal, whether or not initiated by Diamonds or its representatives; and
 - (ii) to provide any Person (other than Uranium or any of its representatives) with access to information concerning Diamonds in respect of any Competing Proposal, or any potential Competing Proposal, and request the return or destruction of any confidential information provided to any Person (other than Uranium or any of their representatives) that has entered into a confidentiality agreement with Diamonds relating to any Competing Proposal or potential Competing Proposal to the extent provided for in such confidentiality agreement and will use all commercially reasonable efforts to ensure that such requests are honoured;

- (d) Subject to compliance with Section 7.4(e) and notwithstanding Section 7.4(b) and (c), the Diamonds Board may, prior to the approval of the Amalgamation by the shareholders of Uranium and Diamonds, (i) consider, participate in discussions or negotiate or provide information to any unsolicited Competing Proposal that the Diamonds Board determines in good faith, is reasonably likely to result in a Superior Proposal, or (ii) enter into an agreement in respect of a Superior Proposal; but in each case only if the Superior Proposal did not result from a breach of this Agreement by Diamonds and if the directors of Diamonds determine in good faith after consulting with its legal advisors that failure to take such action would be inconsistent with the fiduciary duties of such directors under applicable Law;
- (e) Diamonds will promptly notify Uranium, at first orally and then in writing, of any Competing Proposal or potential Competing Proposal, or any amendments to the foregoing, or of any requests or enquiries for non-public information relating to Diamonds or for access to any of Diamonds' properties, books or records by any Person that informs Diamonds that such Person is considering making, or has made, a Competing Proposal. Such notice will include a description of the material terms and conditions of any proposal, the identity of the Person making such proposal, inquiry or contact and provide such other details of the proposal, inquiry or contact as Uranium may reasonably request. Diamonds will (i) keep Uranium fully informed of the status, including any change to, the material terms of any such Competing Proposal or inquiry; and (ii) provide to Uranium as soon as practicable after receipt or delivery thereof with copies of all correspondence and other written material sent or provided to Diamonds from any Person in connection with any Competing Proposal or enquiry, with such deletions as are necessary to protect any confidential portions of such documents (except as to the identity of the Person making such proposal);
- (f) Diamonds will not amend, modify, waive or fail to enforce on a timely basis any obligation under any confidentiality or standstill agreement or amend any such agreement or other conditions included in any agreement between Diamonds and a third party that would facilitate the making or implementation of a Competing Proposal;
- (g) Diamonds will conduct its business diligently and in the ordinary and regular course consistent with the manner in which the business generally has been operated up to the date of the execution of this Agreement and, without limiting the foregoing, until the Effective Date, except with the prior written consent of Uranium, it will not:
 - (i) declare or pay any dividends or make any distribution of its properties or assets to its shareholders or purchase or retire any of its common shares;
 - (ii) alter or amend or authorize any alteration or amendment to its constituting documents as they exist at the date of this Agreement, except as required to complete the Amalgamation or any transaction contemplated under this Agreement or the Amalgamation;
 - (iii) split, consolidate, exchange or reclassify its common shares or other securities;
 - (iv) enter into or modify any employment, consulting, bonus, retention or similar agreements or arrangements with, or grant any bonuses, salary increases, severance or termination pay to, any of its officers, directors, employees or consultants;

- (v) incur or commit to incur any indebtedness for borrowed money;
 - (vi) incur capital expenditures in excess of \$25,000;
 - (vii) acquire or agree to acquire, by amalgamating, plan of arrangement, merging, consolidating or entering into a business combination with or purchasing or leasing substantially all of the assets or otherwise of, any business or undertaking or any corporation, partnership, association or other business organization or division thereof;
 - (viii) sell, lease, transfer, mortgage or otherwise dispose of or encumber any of its property or assets, real or personal, or agree to the same;
 - (ix) resolve or propose that it be wound-up, dissolved, liquidated, appoint or agree to the appointment of a liquidator, receiver or trustee in bankruptcy for it or consent to an order by a court for its winding-up or dissolution; or
 - (x) take any action or fail to take any action which would cause any of the conditions precedent set forth in Article 6 not to be satisfied (except as may be expressly permitted hereunder);
- (h) Diamonds will not take any action, refrain from taking any action (subject to commercially reasonable efforts), or permit any action to be taken or not taken, inconsistent with the provisions of this Agreement or which would reasonably be expected to materially impede the completion of the transactions contemplated hereby or which would or could reasonably be expected to have a Material Adverse Effect on Diamonds, provided that where Diamonds is required to take any such action or refrain from taking such action (subject to commercially reasonable efforts) as a result of this Agreement, Diamonds shall immediately notify Uranium in writing of such circumstances;
- (i) Diamonds will not, except in the ordinary and regular course of business and consistent with past practice:
- (i) satisfy or settle any claims or liabilities prior to the same being due, which are, individually or in the aggregate, material;
 - (ii) grant any waiver, exercise any option or relinquish any contractual rights which are, individually or in the aggregate, material; or
 - (iii) enter into or modify any employment, consulting, collective bargaining or similar agreements, policies or arrangements with, or grant any bonuses, salary increases, stock options, pension or supplemental pension or other benefits, profit sharing, retirement allowances, deferred compensation, incentive compensation, severance or termination pay or any other form of compensation to, or make any loan to, any of its employees, directors, officers or consultants;

- (j) Diamonds will not:
 - (i) make any changes to its existing accounting practices except as required by Law or required by IFRS or make any material tax election inconsistent with past practice; or
 - (ii) enter into any transaction or perform any act that might interfere with, delay or be inconsistent with the consummation of the transactions contemplated herein or which would render, or which may reasonably be expected to render, untrue or inaccurate in any material respect of any of Diamonds's representations and warranties set forth in this Agreement;
- (k) Diamonds will, both before and after the Effective Date, execute and do all acts, further deeds, things and assurances as may be required in the reasonable opinion of Uranium's counsel to consummate the transactions contemplated herein; and
- (l) Diamonds will not announce an intention, enter into any agreement, or otherwise make a commitment to do any of the things prohibited by any of the foregoing.

7.5 Privacy Matters

- (a) Each of the Amalgamating Companies acknowledge and agree that certain information provided by each such party to the other parties, in each case relating to the officers, consultants and employees of the party (the "**Providing Party**") providing the information and provided in connection with the transactions contemplated hereunder, constitutes personal information (the "**Disclosed Personal Information**") which is necessary for the purposes of determining if the party (the "**Receiving Party**") receiving the Disclosed Personal Information will proceed with the Amalgamation, that the disclosure of the Disclosed Personal Information relates solely to the carrying on of the business of each of the Amalgamating Companies, as applicable, and the completion of the Amalgamation and that such Disclosed Personal Information:
 - (i) may not be used for any purpose other than those related to the performance of this Agreement;
 - (ii) must be kept strictly confidential and the Receiving Party will ensure that access to such personal information will be restricted to those representatives of the Receiving Party who have a bona fide need for access to such information and will instruct those representatives to protect the confidentiality of such information in a manner consistent with the Receiving Party's obligations hereunder; and
 - (iii) upon the termination of this Agreement, or otherwise upon the request of the Providing Party, the Receiving Party will forthwith cease all use of the Disclosed Personal Information acquired by the Receiving Party in connection with this Agreement and will return to the Providing Party or, at the Providing Party's request, destroy in a secure manner, the Disclosed Personal Information (and any copies).

- (b) In addition to the obligations of confidentiality set out in any separate confidentiality agreement between the parties:
 - (i) the Receiving Party agrees to employ appropriate technology and procedures 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 the Disclosed Personal Information; and
 - (ii) each of the Amalgamating Companies agrees to promptly notify the other 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 will fully cooperate with one another, with the persons to whom the Disclosed Personal Information relates, and any Governmental Authority charged with enforcement of applicable privacy laws, in responding to such inquiries, complaints, requests for access, and claims.

ARTICLE 8 SHARE EXCHANGE PROCEDURES

8.1 Right to Amalgamated Company Shares

- (a) The Amalgamated Company will, as soon as practicable following the later of the Effective Date and the date of deposit with the Depositary of a duly completed Letter of Transmittal and the certificates representing the either Uranium Shares or Diamonds Shares or other documentation as provided in the Letter of Transmittal, cause the Depositary to:
 - (i) forward or cause to be forwarded by first class mail (postage prepaid) to the former shareholder of Diamonds or Uranium, as applicable (a "**Former Shareholder**") at the address specified in the Letter of Transmittal; or
 - (ii) if requested by the Former Shareholder in the Letter of Transmittal, to make available at the Depositary for pick-up by the former shareholder; or
 - (iii) if the Letter of Transmittal neither specifies an address nor contains a request as described in (ii), to forward or cause to be forwarded by first class mail (postage prepaid) to the former shareholder at the address of such holder as shown on the share register maintained by or on behalf of Diamonds or Uranium, as applicable,certificates representing the number of Amalgamated Company Shares issuable to such Former Shareholder as determined in accordance with the provisions of this Agreement.
- (b) Each Former Shareholder entitled in accordance with Article 4 to receive Amalgamated Company Shares will be deemed to be the registered holder for all purposes as of the Effective Date of the number of Amalgamated Company Shares to which such Former Shareholder is entitled. All dividends paid or other distributions made on or after the Effective Date on or in respect of any Amalgamated Company Shares which a Former Shareholder is entitled to receive pursuant to this Agreement, but for which a certificate has not yet been delivered to such Former Shareholder in accordance with Section 8.1(a),

will be paid or made to such Former Shareholder when such certificate is delivered to person in accordance with Section 8.1(a).

- (c) Subject to Article 4, after the Effective Date, a certificate formerly representing Uranium Shares or Diamonds Shares will represent only the right to receive Amalgamated Company Shares pursuant to Article 4 or to be paid the fair value for the Uranium Shares or Diamonds Shares, as applicable, if such certificate is held by a Former Shareholder who has validly exercised their dissent rights in accordance with the BCBCA, and any dividends or other distributions to which the Former Shareholder is entitled under Section 8.1(b) and any such certificate formerly representing Uranium Shares or Diamonds Shares, as applicable not duly surrendered on or prior to the seventh anniversary of the Effective Date will cease to represent a claim or interest of any kind or nature, including a claim for dividends or other distributions under Section 8.1(b), against Diamonds or Uranium or the Amalgamated Company by a Former Shareholder. On such date, all Amalgamated Company Shares to which the former holder of such certificates was entitled will be deemed to have been surrendered to the Amalgamated Company together with all dividends or other distributions to which the Former Shareholder was entitled under Section 8.1(b).

8.2 Illegality of Delivery of Amalgamated Company Shares

Notwithstanding the foregoing, if it appears to the Amalgamated Company that it would be contrary to applicable law to issue Amalgamated Company Shares pursuant to the Amalgamation to a person that is not a resident of Canada, the Amalgamated Company Shares that otherwise would be issued or transferred, as the case may be, to that person will be issued or transferred, as the case may be, and delivered to the Depositary for sale or exercise (as applicable) by the Depositary on behalf of that person. The Amalgamated Company Shares delivered to the Depositary will be pooled and sold or exercised as soon as practicable after the Effective Date, on such dates and at such prices as the Depositary determines in its sole discretion. The Depositary will not be obligated to seek or obtain a minimum price for any of the Amalgamated Company Shares sold or exercised by it. Each such person will receive a pro rata share of the cash proceeds from the sale or exercise of the Amalgamated Company Shares sold or exercised by the Depositary (less commissions, other reasonable expenses incurred in connection with the sale or exercise and any amount withheld in respect of Canadian taxes) in lieu of the Amalgamated Company Shares. The net proceeds will be remitted in the same manner as set forth in this Article 8. None of Uranium, Diamonds, the Amalgamated Company or the Depositary will be liable for any loss arising out of any such sales or exercise.

8.3 Withholding Rights

Uranium, Diamonds, the Amalgamated Company and the Depositary will be entitled to deduct and withhold from all dividends or other distributions otherwise payable to any Former Shareholder such amounts as Uranium, Diamonds, the Amalgamated Company or the Depositary is required or permitted to deduct and withhold with respect to such payment under the Tax Act, the Code or any provision of any applicable federal, provincial, state, local or foreign tax law or treaty, in each case, as amended. To the extent that amounts are so withheld, such withheld amounts will be treated for all purposes hereof as having been paid to the Former Shareholder in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

8.4 Lost Certificates

If any certificate which prior to the Effective Date represented outstanding Diamonds Shares or Uranium Shares which were exchanged pursuant to the Agreement has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate, certificates representing Amalgamated Company Shares deliverable in respect thereof as determined in accordance with Article 4. When seeking such certificate in exchange for any lost, stolen or destroyed certificate, the person to whom certificates representing Amalgamated Company Shares are to be issued will, as a condition precedent to the issuance thereof, give a bond satisfactory to the Amalgamated Company and its transfer agent, in such sum as the Amalgamated Company may direct or otherwise indemnify the Amalgamated Company and its transfer agent in a manner satisfactory to the Amalgamated Company and its transfer agent against any claim that may be made against the Amalgamated Company or its transfer agent with respect to the certificate alleged to have been lost, stolen or destroyed.

ARTICLE 9 GENERAL

9.1 Expenses

Each of Diamonds and Uranium will be responsible to pay their own legal, due diligence and other transactional costs in respect of the Amalgamation. If the Amalgamation does not consummate, any costs which Diamonds and Uranium have agreed to share will be shared equally, provided that, if the Amalgamation is not completed due to either:

- (a) one of Uranium or Diamonds determining not to proceed with the Amalgamation (including determining not to hold a meeting of its shareholders, or not actually holding such a meeting), whether in order to enter into a transaction with a third party as permitted below or due to a determination of the directors of such party not to proceed for whatever reason; or
- (b) the shareholders of Diamonds and Uranium not voting to approve the required special resolution to implement the Amalgamation,

then the party determining not to proceed (or not to hold a meeting), or whose shareholders failed to approve the required special resolution, will be liable for, and will pay on demand, all legal, due diligence and other transaction costs including any financial and geological consulting or other third party costs incurred by the other party. Uranium and Diamonds have agreed to jointly retain Salley Bowes Harwardt LC to act on their behalf in respect to the Amalgamation and to take primary responsibility for preparation of all documentation required to effect the Amalgamation, including the Joint Information Circular and applications to securities regulatory authorities, and such costs will be shared equally by the Amalgamating Companies.

9.2 Modifications

Each of the Amalgamating Companies may, by a resolution of their respective directors, assent to any alteration or modification of this Agreement which the shareholders of the respective companies, the Registrar under the BCBCA or the Supreme Court of British Columbia may require and all alterations or modifications so assented to shall be binding upon the Amalgamating Companies.

9.3 Confidentiality

- (a) No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated herein or therein will be made by any party without the prior written agreement of the other parties as to timing, content and method, providing that the obligations herein will not prevent any party from making, after consultation with the other parties, such disclosure as its counsel advises is required by applicable law;
- (b) Unless and until the transactions contemplated in this Agreement will have been completed, except with the prior written consent of the other parties, each of the parties and their respective employees, officers, directors, shareholders, agents, advisors and other representatives will hold all information received from the other parties in the strictest confidence, except such information and documents available to the public or as are required to be disclosed by applicable law; and
- (c) All such information in written form and documents will be returned to the parties originally delivering them if the transactions provided for in this Agreement are not consummated.

9.4 Notices

All notices, requests, and demands hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, by facsimile or by email as follows:

If to Diamonds:

Diamonds North Resources Corp.

Suite 1100 – 1111 West Georgia Street
Vancouver, British Columbia
V6E 3V6

Fax: (604) 484-7143

Attention: Mr. Bernard H. Kahlert

Email: bkahlert@commanderresources.com

with a copy to:

Attention: Mr. Mark Kolebaba

Email: mark.kolebaba@diamondsnorthresources.com

If to Uranium:

Uranium North Resources Inc.

Suite 1100 – 1111 West Georgia Street
Vancouver, British Columbia
V6E 3V6

Fax: (604) 484-7143

Attention: Mr. Daniel Faure

Email: dfaurelg@yahoo.ca

with a copy to:

Attention: Mr. Mark Kolebaba

Email: mark.kolebaba@diamondsnorthresources

9.5 No Assignment

This Agreement shall not be assigned by either party.

9.6 Binding Effect

This Agreement shall be binding upon and shall enure to the benefit of and shall be binding upon the parties and their respective successors, executors, administrators or trustees.

9.7 Time of the Essence

Time shall be of the essence of this Agreement.

9.8 Counterparts

This Agreement may be executed in separate counterparts, and all such executed counterparts when taken together shall constitute one and the same Agreement. The parties shall be entitled to rely on the delivery of a facsimile copy of the executed Agreement, and such facsimile copy shall be legally effective to create a valid and binding Agreement.

9.9 Termination

(a) This Agreement may be terminated:

- (i) by the mutual agreement of the Amalgamating Companies at any time prior to the issuance of a certificate of amalgamation by the Registrar under the BCBCA;
- (ii) at any time prior to the Effective Date by Diamonds by written notice to Uranium if:
 - (A) a Material Adverse Change in respect of Uranium shall have occurred; or
 - (B) as set forth in Sections 6.1 and 6.2.
- (iii) at any time prior to the Effective Date by Uranium by written notice to Diamonds if:

- (A) a Material Adverse Change in respect of Diamonds shall have occurred;
or
 - (B) as set forth in Sections 6.1 and 6.3.
- (b) This Agreement shall be terminated, without further action on the part of any of the parties, if:
- (i) the Amalgamation Application has not been filed with the Registrar on or before February 28, 2013 or such other date as the parties hereto may agree;
 - (ii) any applicable regulatory authority having notified Diamonds and Uranium in writing that it will not permit the Amalgamation to proceed.

9.10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable thereto. The parties irrevocably submit to the jurisdiction of the courts of the Province of British Columbia.

9.11 Entire Agreement

This Agreement and the schedules attached hereto together with any and all agreements, documents and instruments to be entered and delivered herewith constitute the entire agreement between the parties and shall supersede all previous oral or written communications including without limitation the letter agreement dated December 4, 2012 made among Diamonds and Uranium.

[THE REMAINDER OF THIS PAGE HAS PURPOSELY BEEN LEFT BLANK]

9.12 Survival of Representation and Warranties

The representations and warranties herein shall survive the performance of the parties' respective obligations hereunder and the termination of this Agreement but shall expire one year after the Effective Date.

IN WITNESS WHEREOF this Amalgamation Agreement has been executed by the parties hereto as of the day and year first above written.

DIAMONDS NORTH RESOURCES INC.

URANIUM NORTH RESOURCES CORP.

Per: _____
Bernard H. Kahlert, Director

Per: _____
Daniel Faure, Director

SCHEDULE "A"

FORM 13 (BCBCA) – AMALGAMATION APPLICATION



Telephone: 250 356-8626
www.bcregistryservices.gov.bc.ca

DO NOT MAIL THIS FORM to BC Registry Services unless you are instructed to do so by registry staff. The Regulation under the *Business Corporations Act* requires the electronic version of this form to be filed on the Internet at www.corporateonline.gov.bc.ca

Freedom of Information and Protection of Privacy Act (FOIPPA):

Personal information provided on this form is collected, used and disclosed under the authority of the FOIPPA and the *Business Corporations Act* for the purposes of assessment. Questions regarding the collection, use and disclosure of personal information can be directed to the Executive Coordinator of the BC Registry Services at 250 356-1198, PO Box 9431 Stn Prov Govt, Victoria BC V8W 9V3.

A INITIAL INFORMATION – When the amalgamation is complete, your company will be a BC limited company.

What kind of company(ies) will be involved in this amalgamation?

(Check all applicable boxes.)

- ☒ BC company
☐ BC unlimited liability company

B NAME OF COMPANY – Choose **one** of the following:

- ☒ The name Adamera Resources Corp. is the name reserved for the amalgamated company. The name reservation number is: NR9807551,

OR

- ☐ The company is to be amalgamated with a name created by adding "B.C. Ltd." after the incorporation number,

OR

- ☐ The amalgamated company is to adopt, as its name, the name of one of the amalgamating companies.

The name of the amalgamating company being adopted is:

The incorporation number of that company is: _____

Please note: If you want the name of an amalgamating corporation that is a foreign corporation, you must obtain a name approval before completing this amalgamation application.

C AMALGAMATION STATEMENT – Please indicate the statement applicable to this amalgamation.

- ☒ **With Court Approval:**
This amalgamation has been approved by the court and a copy of the entered court order approving the amalgamation has been obtained and has been deposited in the records office of each of the amalgamating companies.

OR

- ☐ **Without Court Approval:**
This amalgamation has been effected without court approval. A copy of all of the required affidavits under section 277(1) have been obtained and the affidavit obtained from each amalgamating company has been deposited in that company's records office.

D AMALGAMATION EFFECTIVE DATE – Choose one of the following:

☒ The amalgamation is to take effect at the time that this application is filed with the registrar.

YYYY / MM / DD

☐ The amalgamation is to take effect at 12:01 a.m. Pacific Time on _____
being a date that is not more than ten days after the date of the filing of this application.

YYYY / MM / DD

☐ The amalgamation is to take effect at _____ ☐ a.m. or ☐ p.m. Pacific Time on _____
being a date and time that is not more than ten days after the date of the filing of this application.

E AMALGAMATING CORPORATIONS

Enter the name of each amalgamating corporation below. For each company, enter the incorporation number. If the amalgamating corporation is a foreign corporation, enter the foreign corporation's jurisdiction and if registered in BC as an extraprovincial company, enter the extraprovincial company's registration number. Attach an additional sheet if more space is required.

NAME OF AMALGAMATING CORPORATION	BC INCORPORATION NUMBER, OR EXTRAPROVINCIAL REGISTRATION NUMBER IN BC	FOREIGN CORPORATION'S JURISDICTION
1. Diamonds North Resources Ltd.	BC0642021	N/A
2. Uranium North Resources Corp.	BC0750371	N/A
3.		
4.		
5.		

F FORMALITIES TO AMALGAMATION

If any amalgamating corporation is a foreign corporation, section 275 (1)(b) requires an authorization for the amalgamation from the foreign corporation's jurisdiction to be filed.

☐ This is to confirm that each authorization for the amalgamation required under section 275(1)(b) is being submitted for filing concurrently with this application.

G CERTIFIED CORRECT – I have read this form and found it to be correct.

This form must be signed by an authorized signing authority for each of the amalgamating companies as set out in Item E.

NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
1.	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
2.	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
3.	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
4.	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
5.	X	

NOTICE OF ARTICLES

A NAME OF COMPANY

Set out the name of the company as set out in Item B of the Amalgamation Application.

Adamera Resources Corp.

B TRANSLATION OF COMPANY NAME

Set out every translation of the company name that the company intends to use outside of Canada.

Not applicable.

C DIRECTOR NAME(S) AND ADDRESS(ES)

Set out the full name, delivery address and mailing address (if different) of every director of the company. The director may select to provide either (a) the delivery address and, if different, the mailing address for the office at which the individual can usually be served with records between 9 a.m. and 4 p.m. on business days or (b) the delivery address and, if different, the mailing address of the individual's residence. The delivery address must not be a post office box. Attach an additional sheet if more space is required.

LAST NAME

FIRST NAME

MIDDLE NAME

Kolebaba

Mark

R.

DELIVERY ADDRESS

4102 Burkehill Road, West Vancouver

PROVINCE/STATE

BC

COUNTRY

Canada

POSTAL CODE/ZIP CODE

V7V 3M2

MAILING ADDRESS

4102 Burkehill Road, West Vancouver

PROVINCE/STATE

BC

COUNTRY

Canada

POSTAL CODE/ZIP CODE

V7V 3M2

LAST NAME

FIRST NAME

MIDDLE NAME

Brown

Maynard

E.

DELIVERY ADDRESS

1595 19th Street, West Vancouver

PROVINCE/STATE

BC

COUNTRY

Canada

POSTAL CODE/ZIP CODE

V7V 3X5

MAILING ADDRESS

1595 19th Street, West Vancouver

PROVINCE/STATE

BC

COUNTRY

Canada

POSTAL CODE/ZIP CODE

V7V 3X5

LAST NAME

FIRST NAME

MIDDLE NAME

Liland

Geir

DELIVERY ADDRESS

107 - 5900 Dover Crescent, Richmond

PROVINCE/STATE

BC

COUNTRY

Canada

POSTAL CODE/ZIP CODE

V7C 5R4

MAILING ADDRESS

107 - 5900 Dover Crescent, Richmond

PROVINCE/STATE

BC

COUNTRY

Canada

POSTAL CODE/ZIP CODE

V7C 5R4

LAST NAME

FIRST NAME

MIDDLE NAME

Kahlert

Bernard

H.

DELIVERY ADDRESS

1195 Sutton Place, West Vancouver

PROVINCE/STATE

BC

COUNTRY

Canada

POSTAL CODE/ZIP CODE

V7S 2L3

MAILING ADDRESS

1195 Sutton Place, West Vancouver

PROVINCE/STATE

BC

COUNTRY

Canada

POSTAL CODE/ZIP CODE

V7S 2L3

NOTICE OF ARTICLES

A NAME OF COMPANY

Set out the name of the company as set out in Item B of the Amalgamation Application.

Adamera Resources Corp.

B TRANSLATION OF COMPANY NAME

Set out every translation of the company name that the company intends to use outside of Canada.

Not applicable.

C DIRECTOR NAME(S) AND ADDRESS(ES) CONTINUED

Set out the full name, delivery address and mailing address (if different) of every director of the company. The director may select to provide either (a) the delivery address and, if different, the mailing address for the office at which the individual can usually be served with records between 9 a.m. and 4 p.m. on business days or (b) the delivery address and, if different, the mailing address of the individual's residence. The delivery address must not be a post office box. Attach an additional sheet if more space is required.

LAST NAME

FIRST NAME

MIDDLE NAME

Simpson

Yale

R.

DELIVERY ADDRESS

5642 Westport Road, West Vancouver

PROVINCE/STATE

BC

COUNTRY

Canada

POSTAL CODE/ZIP CODE

V7W 1V1

MAILING ADDRESS

5642 Westport Road, West Vancouver

PROVINCE/STATE

BC

COUNTRY

Canada

POSTAL CODE/ZIP CODE

V7W 1V1

LAST NAME

FIRST NAME

MIDDLE NAME

DELIVERY ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

MAILING ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

LAST NAME

FIRST NAME

MIDDLE NAME

DELIVERY ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

MAILING ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

LAST NAME

FIRST NAME

MIDDLE NAME

DELIVERY ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

MAILING ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

D REGISTERED OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S REGISTERED OFFICE	PROVINCE	POSTAL CODE
1750 - 1185 West Georgia Street, Vancouver	BC	V6E 4E6
MAILING ADDRESS OF THE COMPANY'S REGISTERED OFFICE	PROVINCE	POSTAL CODE
1750 - 1185 West Georgia Street, Vancouver	BC	V6E 4E6

E RECORDS OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S RECORDS OFFICE	PROVINCE	POSTAL CODE
1750 - 1185 West Georgia Street, Vancouver	BC	V6E 4E6
MAILING ADDRESS OF THE COMPANY'S RECORDS OFFICE	PROVINCE	POSTAL CODE
1750 - 1185 West Georgia Street, Vancouver	BC	V6E 4E6

F AUTHORIZED SHARE STRUCTURE

Identifying name of class or series of shares	Maximum number of shares of this class or series of shares that the company is authorized to issue, or indicate there is no maximum number.		Kind of shares of this class or series of shares.			Are there special rights or restrictions attached to the shares of this class or series of shares?	
	THERE IS NO MAXIMUM (✓)	MAXIMUM NUMBER OF SHARES AUTHORIZED	WITHOUT PAR VALUE (✓)	WITH A PAR VALUE OF (\$)	Type of currency	YES (✓)	NO (✓)
Common	✓		✓				✓

SCHEDULE "B"

ARTICLES

ADAMERA RESOURCES CORP.

(the “Company”)

ARTICLES

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1. INTERPRETATION

1.1 Definitions

In these Articles, unless the context otherwise requires:

- (1) “board of directors”, “directors” and “board” mean the directors or sole director of the Company for the time being;
- (2) “*Business Corporations Act*” means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;
- (3) “legal personal representative” means the personal or other legal representative of the shareholder;
- (4) “registered address” of a shareholder means the shareholder’s address as recorded in the central securities register;
- (5) “seal” means the seal of the Company, if any.

1.2 *Business Corporations Act and Interpretation Act Definitions Applicable*

The definitions in the *Business Corporations Act* and the definitions and rules of construction in the *Interpretation Act*, with the necessary changes, so far as applicable, and unless the context requires otherwise, apply to these Articles as if they were an enactment. If there is a conflict between a definition in the *Business Corporations Act* and a definition or rule in the *Interpretation Act* relating to a term used in these Articles, the definition in the *Business Corporations Act* will prevail in relation to the use of the term in these Articles. If there is a conflict between these Articles and the *Business Corporations Act*, the *Business Corporations Act* will prevail.

2. SHARES AND SHARE CERTIFICATES

2.1 Authorized Share Structure

The authorized share structure of the Company consists of shares of the class or classes and series, if any, described in the Notice of Articles of the Company.

2.2 Form of Share Certificate

Each share certificate issued by the Company must comply with, and be signed as required by, the *Business Corporations Act*.

2.3 Shareholder Entitled to Certificate or Acknowledgment

Unless the shares of which the shareholder is the registered owner are uncertificated shares within the meaning of the *Business Corporations Act*, each shareholder is entitled, without charge, to (a) one share certificate representing the shares of each class or series of shares registered in the shareholder’s name or (b) a non-transferable written acknowledgment of the shareholder’s right to obtain such a share certificate, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate or acknowledgment and delivery of a share certificate or an acknowledgment to one of several joint shareholders or to one of the joint shareholders’ duly authorized agent will be sufficient delivery to all.

2.4 Delivery by Mail

Any share certificate or non-transferable written acknowledgment of a shareholder's right to obtain a share certificate may be sent to the shareholder by mail at the shareholder's registered address and neither the Company nor any director, officer or agent of the Company is liable for any loss to the shareholder because the share certificate or acknowledgment is lost in the mail or stolen.

2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgment

If the directors are satisfied that a share certificate or a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate is worn out or defaced, they must, on production to them of the share certificate or acknowledgment, as the case may be, and on such other terms, if any, as they think fit:

- (1) order the share certificate or acknowledgment, as the case may be, to be cancelled; and
- (2) issue a replacement share certificate or acknowledgment, as the case may be.

2.6 Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgment

If a share certificate or a non-transferable written acknowledgment of a shareholder's right to obtain a share certificate is lost, stolen or destroyed, a replacement share certificate or acknowledgment, as the case may be, must be issued to the person entitled to that share certificate or acknowledgment, as the case may be, if the directors receive:

- (1) proof satisfactory to them that the share certificate or acknowledgment is lost, stolen or destroyed;
- (2) an indemnity bond sufficient in the Company's judgment to protect the Company from any loss that the Company may suffer by issuing a new certificate; and
- (3) satisfies any other reasonable requirements imposed by the directors.

A person entitled to a share certificate may not assert against the Company a claim for a new share certificate where a share certificate has been lost, apparently destroyed or wrongfully taken if that person fails to notify the Company of that fact within a reasonable time after that person has notice of it and the Company registers a transfer of the shares represented by the certificate before receiving a notice of the loss, apparent destruction or wrongful taking of the share certificate.

2.7 Recovery of New Share Certificate

If, after the issue of a new share certificate, a protected purchaser of the original share certificate presents the original share certificate for the registration of transfer, then in addition to any rights under the indemnity bond, the Company may recover the new share certificate from a person to whom it was issued or any person taking under that person other than a protected purchaser.

2.8 Splitting Share Certificates

If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholder's name two or more share certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as the share certificate so surrendered, the Company must cancel the surrendered share certificate and issue replacement share certificates in accordance with that request.

2.9 Certificate Fee

There must be paid to the Company, in relation to the issue of any share certificate under Articles 2.5, 2.6 or 2.8, the amount, if any and which must not exceed the amount prescribed under the *Business Corporations Act*, determined by the directors.

2.10 Recognition of Trusts

Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share or (except as by law or statute or these Articles provided or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder.

3. ISSUE OF SHARES

3.1 Directors Authorized

Subject to the *Business Corporations Act* and the rights of the holders of issued shares of the Company, the Company may issue, allot, sell or otherwise dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the issue prices (including any premium at which shares with par value may be issued) that the directors may determine. The issue price for a share with par value must be equal to or greater than the par value of the share.

3.2 Commissions and Discounts

The Company may at any time pay a reasonable commission or allow a reasonable discount to any person in consideration of that person purchasing or agreeing to purchase shares of the Company from the Company or any other person or procuring or agreeing to procure purchasers for shares of the Company.

3.3 Brokerage

The Company may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities.

3.4 Conditions of Issue

Except as provided for by the *Business Corporations Act*, no share may be issued until it is fully paid. A share is fully paid when:

- (1) consideration is provided to the Company for the issue of the share by one or more of the following:
 - (a) past services performed for the Company;
 - (b) property;
 - (c) money; and
- (2) the value of the consideration received by the Company equals or exceeds the issue price set for the share under Article 3.1.

3.5 Share Purchase Warrants and Rights

Subject to the *Business Corporations Act*, the Company may issue share purchase warrants, options and rights upon such terms and conditions as the directors determine, which share purchase warrants, options and rights may be issued alone or in conjunction with debentures, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time.

4. SHARE REGISTERS

4.1 Central Securities Register

As required by and subject to the *Business Corporations Act*, the Company must maintain in British Columbia a central securities register. The directors may, subject to the *Business Corporations Act*, appoint an agent to maintain the central securities register. The directors may also appoint one or more agents, including the agent which keeps the central securities register, as transfer agent for its shares or any class or series of its shares, as the case may be, and the same or another agent as registrar for its shares or such class or series of its shares, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place.

4.2 Closing Register

The Company must not at any time close its central securities register.

5. SHARE TRANSFERS

5.1 Registering Transfers

The Company must register a transfer of a share of the Company if either:

- (1) the Company or the transfer agent or registrar for the class or series of share to be transferred has received:
 - (a) in the case where the Company has issued a share certificate in respect of the share to be transferred, that share certificate and a written instrument of transfer (which may be on a separate document or endorsed on the share certificate) made by the shareholder or other appropriate person or by an agent who has actual authority to act on behalf of that person;
 - (b) in the case of a share that is not represented by a share certificate (including an uncertificated share within the meaning of the *Business Corporations Act* and including the case where the Company has issued a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate in respect of the share to be transferred), a written instrument of transfer made by the shareholder or other appropriate person or by an agent who has actual authority to act on behalf of that person; and
 - (c) such other evidence, if any, as the Company or the transfer agent or registrar for the class or series of share to be transferred may require to prove the title of the transferor or the transferor's right to transfer the share, that the written instrument of transfer is genuine and authorized and that the transfer is rightful or to a protected purchaser; or
- (2) all the preconditions for a transfer of a share under the *Securities Transfer Act* have been

met and the Company is required under the *Securities Transfer Act* to register the transfer.

5.1A Waivers of Requirements for Transfer

The Company may waive any of the requirements set out in Article 5.1(1) and any of the preconditions referred to in Article 5.1(2).

5.2 Form of Instrument of Transfer

The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Company's share certificates or in any other form that may be approved by the Company or the transfer agent for the class or series shares to be transferred from time to time.

5.3 Transferor Remains Shareholder

Except to the extent that the *Business Corporations Act* otherwise provides, the transferor of shares is deemed to remain the holder of the shares until the name of the transferee is entered in a securities register of the Company in respect of the transfer.

5.4 Signing of Instrument of Transfer

If a shareholder, or other appropriate person or agent who has actual authority to act on behalf of that person, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, but share certificates are deposited with the instrument of transfer, all the shares represented by such share certificates:

- (1) in the name of the person named as transferee in that instrument of transfer; or
- (2) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered.

5.5 Enquiry as to Title Not Required

Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any written acknowledgment of a right to obtain a share certificate for such shares.

5.6 Transfer Fee

There must be paid to the Company, in relation to the registration of any transfer, the amount, if any, determined by the directors.

6. TRANSMISSION OF SHARES

6.1 Legal Personal Representative Recognized on Death

In case of the death of a shareholder, the legal personal representative, or if the shareholder was a joint

holder, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative, the directors may require proof of appointment by a court of competent jurisdiction, a grant of letters probate, letters of administration or such other evidence or documents as the directors consider appropriate.

6.2 Rights of Legal Personal Representative

The legal personal representative has the rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles, if the appropriate evidence of appointment or incumbency within the meaning of the *Securities Transfer Act* has been deposited with the Company. This Article 6.2 does not apply in the case of the death of a shareholder with respect to shares registered in the shareholder's name and the name of another person in joint tenancy.

7. ACQUISITION OF COMPANY'S SHARES

7.1 Company Authorized to Purchase or Otherwise Acquire Shares

Subject to Article 7.2, the special rights and restrictions attached to the shares of any class or series and the *Business Corporations Act*, the Company may, if authorized by the directors, purchase or otherwise acquire any of its shares at the price and upon the terms specified in such resolution.

7.2 No Purchase, Redemption or Other Acquisition When Insolvent

The Company must not make a payment or provide any other consideration to purchase or otherwise acquire any of its shares if there are reasonable grounds for believing that:

- (1) the Company is insolvent; or
- (2) making the payment or providing the consideration would render the Company insolvent.

7.3 Sale and Voting of Purchased, Redeemed or Otherwise Acquired Shares

If the Company retains a share redeemed, purchased or otherwise acquired by it, the Company may sell, gift or otherwise dispose of the share, but, while such share is held by the Company, it:

- (1) is not entitled to vote the share at a meeting of its shareholders;
- (2) must not pay a dividend in respect of the share; and
- (3) must not make any other distribution in respect of the share.

8. BORROWING POWERS

The Company, if authorized by the directors, may:

- (1) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;
- (2) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as they consider appropriate;
- (3) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and

- (4) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company.

9. ALTERATIONS

9.1 Alteration of Authorized Share Structure

Subject to Article 9.3 and the *Business Corporations Act*, the Company may by resolution of the directors:

- (1) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;
- (2) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;
- (3) if the Company is authorized to issue shares of a class of shares with par value:
 - (a) decrease the par value of those shares; or
 - (b) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;
- (4) subdivide all or any of its unissued or fully paid issued shares in any manner;
- (5) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;
- (6) alter the identifying name of any of its shares; or
- (7) otherwise alter its shares or authorized share structure when required or permitted to do so by the *Business Corporations Act*;

and, if applicable, alter its Notice of Articles and, if applicable, its Articles accordingly.

9.2 Consolidations

Subject to Article 9.3 and the *Business Corporations Act*, the Company may by ordinary resolution consolidate all or any of its unissued, or fully paid issued, shares, and, if applicable, alter its Notice of Articles and Articles accordingly.

9.3 Special Rights and Restrictions

Subject to the *Business Corporations Act*, the Company may by special resolution:

- (1) create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, whether or not any or all of those shares have been issued; or
- (2) vary or delete any special rights or restrictions attached to the shares of any class or series of shares, whether or not any or all of those shares have been issued;

and alter its Notice of Articles and Articles accordingly.

9.4 Change of Name

The Company may by resolution of the directors authorize an alteration of its Notice of Articles in order to change its name or adopt or change any translation of that name.

9.5 Other Alterations

If the *Business Corporations Act* does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by ordinary resolution alter these Articles.

10. MEETINGS OF SHAREHOLDERS

10.1 Annual General Meetings

Unless an annual general meeting is deferred or waived in accordance with the *Business Corporations Act*, the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors.

10.2 Resolution Instead of Annual General Meeting

If all the shareholders who are entitled to vote at an annual general meeting consent by a unanimous resolution under the *Business Corporations Act* to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this Article 10.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

10.3 Calling of Meetings of Shareholders

The directors may, whenever they think fit, call a meeting of shareholders, to be held at such time and place as may be determined by the directors.

10.4 Notice for Meetings of Shareholders

The Company must send notice of the date, time and location of any meeting of shareholders, in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

- (1) if and for so long as the Company is a public company, 21 days;
- (2) otherwise, 10 days.

10.5 Record Date for Notice

The directors may set a date as the record date for the purpose of determining shareholders entitled to notice of any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. The record date must not precede the date on which

the meeting is held by fewer than:

- (1) if and for so long as the Company is a public company, 21 days;
- (2) otherwise, 10 days.

If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.6 Record Date for Voting

The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.7 Failure to Give Notice and Waiver of Notice

The accidental omission to send notice of any meeting to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive or reduce the period of notice of such meeting.

10.8 Notice of Special Business at Meetings of Shareholders

If a meeting of shareholders is to consider special business within the meaning of Article 11.1, the notice of meeting must:

- (1) state the general nature of the special business; and
- (2) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:
 - (a) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and
 - (b) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

11. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

11.1 Special Business

At a meeting of shareholders, the following business is special business:

- (1) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;
- (2) at an annual general meeting, all business is special business except for the following:

- (a) business relating to the conduct of or voting at the meeting;
- (b) consideration of any financial statements of the Company presented to the meeting;
- (c) consideration of any reports of the directors or auditor;
- (d) the setting or changing of the number of directors;
- (e) the election or appointment of directors;
- (f) the appointment of an auditor;
- (g) the setting of the remuneration of an auditor;
- (h) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution;
- (i) any other business which, under these Articles or the *Business Corporations Act*, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

11.2 Special Majority

The majority of votes required for the Company to pass a special resolution at a meeting of shareholders is two-thirds of the votes cast on the resolution.

11.3 Quorum

Subject to the special rights and restrictions attached to the shares of any class or series of shares and save as herein otherwise provided, the quorum for the transaction of business at a meeting of shareholders is two shareholders, or one or more proxyholder representing two members, or one member and a proxyholder representing another member.

11.4 One Shareholder May Constitute Quorum

If there is only one shareholder entitled to vote at a meeting of shareholders:

- (1) the quorum is one person who is, or who represents by proxy, that shareholder, and
- (2) that shareholder, present in person or by proxy, may constitute the meeting.

11.5 Other Persons May Attend

The directors, the president (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company and any other persons invited by the directors are entitled to attend any meeting of shareholders, but if any of those persons does attend a meeting of shareholders, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting.

11.6 Requirement of Quorum

No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but such quorum need not be present throughout the meeting.

11.7 Lack of Quorum

If, within one-half hour from the time set for the holding of a meeting of shareholders, a quorum is not present:

- (1) in the case of a general meeting requisitioned by shareholders, the meeting is dissolved, and
- (2) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place.

11.8 Lack of Quorum at Succeeding Meeting

If, at the meeting to which the meeting referred to in Article 11.7(2) was adjourned, a quorum is not present within one-half hour from the time set for the holding of the meeting, the person or persons present and being, or representing by proxy, one or more shareholders entitled to attend and vote at the meeting constitute a quorum.

11.9 Chair

The following individual is entitled to preside as chair at a meeting of shareholders:

- (1) the chair of the board, if any; or
- (2) if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any.

11.10 Selection of Alternate Chair

If, at any meeting of shareholders, there is no chair of the board or president present within 15 minutes after the time set for holding the meeting, or if the chair of the board and the president are unwilling to act as chair of the meeting, or if the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present must choose one of their number to be chair of the meeting or if all of the directors present decline to take the chair or fail to so choose or if no director is present, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting.

11.11 Adjournments

The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

11.12 Notice of Adjourned Meeting

It is not necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

11.13 Decisions by Show of Hands or Poll

Subject to the *Business Corporations Act*, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by at least one shareholder entitled to vote who is present in person or by proxy.

11.14 Declaration of Result

The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried by the necessary majority or is defeated is, unless a poll is directed by the chair or demanded under Article 11.13, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.15 Motion Need Not be Seconded

No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion.

11.16 Casting Vote

In case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder.

11.17 Manner of Taking Poll

Subject to Article 11.18, if a poll is duly demanded at a meeting of shareholders:

- (1) the poll must be taken:
 - (a) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and
 - (b) in the manner, at the time and at the place that the chair of the meeting directs;
- (2) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and
- (3) the demand for the poll may be withdrawn by the person who demanded it.

11.18 Demand for Poll on Adjournment

A poll demanded at a meeting of shareholders on a question of adjournment must be taken immediately at the meeting.

11.19 Chair Must Resolve Dispute

In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the dispute, and his or her determination made in good faith is final and conclusive.

11.20 Casting of Votes

On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way.

11.21 Demand for Poll

No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected.

11.22 Demand for Poll Not to Prevent Continuance of Meeting

The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded.

11.23 Retention of Ballots and Proxies

The Company must, for at least three months after a meeting of shareholders, keep each ballot cast on a poll and each proxy voted at the meeting, and, during that period, make them available for inspection during normal business hours by any shareholder or proxyholder entitled to vote at the meeting. At the end of such three month period, the Company may destroy such ballots and proxies.

12. VOTES OF SHAREHOLDERS

12.1 Number of Votes by Shareholder or by Shares

Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Article 12.3:

- (1) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and
- (2) on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy.

12.2 Votes of Persons in Representative Capacity

A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chair of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting.

12.3 Votes by Joint Holders

If there are joint shareholders registered in respect of any share:

- (1) any one of the joint shareholders may vote at any meeting, either personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or
- (2) if more than one of the joint shareholders is present at any meeting, personally or by proxy, and more than one of them votes in respect of that share, then only the vote of the joint shareholder present whose name stands first on the central securities register in respect of the share will be counted.

12.4 Legal Personal Representatives as Joint Shareholders

Two or more legal personal representatives of a shareholder in whose sole name any share is registered are, for the purposes of Article 12.3, deemed to be joint shareholders.

12.5 Representative of a Corporate Shareholder

If a corporation, that is not a subsidiary of the Company, is a shareholder, that corporation may appoint a

person to act as its representative at any meeting of shareholders of the Company, and:

- (1) for that purpose, the instrument appointing a representative must:
 - (a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting; or
 - (b) be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting;
- (2) if a representative is appointed under this Article 12.5:
 - (a) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and
 - (b) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.6 When Proxy Provisions Do Not Apply to the Company

If and for so long as the Company is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply, Articles 12.7 to 12.15 apply only insofar as they are not inconsistent with any securities legislation in any province or territory of Canada or in the federal jurisdiction of the United States or in any states of the United States that is applicable to the Company and insofar as they are not inconsistent with the regulations and rules made and promulgated under that legislation and all administrative policy statements, blanket orders and rulings, notices and other administrative directions issued by securities commissions or similar authorities appointed under that legislation, or any rules of an exchange on which securities of the Company are listed, or any rules of a quotation system on which securities of the Company are quoted.

12.7 Appointment of Proxy Holders

Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders of the Company may, by proxy, appoint one or more (but not more than five) proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy.

12.8 Alternate Proxy Holders

A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder.

12.9 When Proxy Holder Need Not Be Shareholder

A person must not be appointed as a proxy holder unless the person is a shareholder, although a person who is not a shareholder may be appointed as a proxy holder if:

- (1) the person appointing the proxy holder is a corporation or a representative of a corporation appointed under Article 12.5;
- (2) the Company has at the time of the meeting for which the proxy holder is to be appointed only one shareholder entitled to vote at the meeting;
- (3) the shareholders present in person or by proxy at and entitled to vote at the meeting for which the proxy holder is to be appointed, by a resolution on which the proxy holder is not entitled to vote but in respect of which the proxy holder is to be counted in the quorum, permit the proxy holder to attend and vote at the meeting; or
- (4) the Company is a public company.

12.10 Deposit of Proxy

A proxy for a meeting of shareholders must:

- (1) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting; or
- (2) unless the notice provides otherwise, be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting.

A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.11 Validity of Proxy Vote

A vote given in accordance with the terms of a proxy is valid notwithstanding the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received:

- (1) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or
- (2) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken.

12.12 Form of Proxy

A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting:

Adamera Resources Corp.
(the "Company")

The undersigned, being a shareholder of the Company, hereby appoints [name] or, failing

that person, [name], as proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on [month, day, year] and at any adjournment of that meeting.

Number of shares in respect of which this proxy is given (if no number is specified, then this proxy is given in respect of all shares registered in the name of the shareholder):

Signed [month, day, year]

[Signature of shareholder]

[Name of shareholder printed]

12.13 Revocation of Proxy

Subject to Article 12.14, every proxy may be revoked by an instrument in writing that is received:

- (1) at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting, or any adjourned meeting at which the proxy is to be used; or
- (2) at the meeting, or any adjourned meeting by the chair of the meeting, or adjourned meeting, before any vote in respect of which the proxy has been given has been taken.

12.14 Revocation of Proxy Must Be Signed

An instrument referred to in Article 12.13 must be signed as follows:

- (1) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her legal personal representative or trustee in bankruptcy;
- (2) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 12.5.

12.15 Chair May Determine Validity of Proxy

The chair of any meeting of shareholders may determine whether or not a proxy deposited for use at the meeting, which may not strictly comply with the requirements of this Part 12 as to form, execution, accompanying documentation, time of filing or otherwise, shall be valid for use at the meeting, and any such determination made in good faith shall be final, conclusive and binding upon the meeting.

12.16 Production of Evidence of Authority to Vote

The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

13. DIRECTORS

13.1 First Directors; Number of Directors

The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the *Business Corporations Act*. The number of directors, excluding additional directors appointed under Article 14.8, is set at:

- (1) subject to paragraphs (2) and (3), the number of directors that is equal to the number of the Company's first directors;
- (2) if the Company is a public company, the greater of three and the most recently set of:
 - (a) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and
 - (b) the number of directors set under Article 14.4;
- (3) if the Company is not a public company, the most recently set of:
 - (a) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and
 - (b) the number of directors set under Article 14.4.

13.2 Change in Number of Directors

If the number of directors is set under Articles 13.1(2)(a) or 13.1(3)(a):

- (1) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number;
- (2) if the shareholders do not elect or appoint the directors needed to fill any vacancies in the board of directors up to that number contemporaneously with the setting of that number, then the directors may appoint, or the shareholders may elect or appoint, directors to fill those vacancies.

13.3 Directors' Acts Valid Despite Vacancy

An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office.

13.4 Qualifications of Directors

A director is not required to hold a share in the capital of the Company as qualification for his or her office but must be qualified as required by the *Business Corporations Act* to become, act or continue to act as a director.

13.5 Remuneration of Directors

The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors, if any, will be determined by the shareholders. That remuneration may be in addition to any salary or other remuneration paid to any officer or employee of the Company as such, who is also a director.

13.6 Reimbursement of Expenses of Directors

The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company.

13.7 Special Remuneration for Directors

If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, he or she may be paid remuneration fixed by the directors, or, at the option of that director, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

13.8 Gratuity, Pension or Allowance on Retirement of Director

Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

14. ELECTION AND REMOVAL OF DIRECTORS

14.1 Election at Annual General Meeting

At every annual general meeting and in every unanimous resolution contemplated by Article 10.2:

- (1) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and
- (2) unless otherwise determined by resolution of the board of directors, all the directors cease to hold office immediately before the election or appointment of directors under paragraph (1), but are eligible for re-election or re-appointment.

14.2 Consent to be a Director

No election, appointment or designation of an individual as a director is valid unless:

- (1) that individual consents to be a director in the manner provided for in the *Business Corporations Act*;
- (2) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or
- (3) with respect to first directors, the designation is otherwise valid under the *Business Corporations Act*.

14.3 Failure to Elect or Appoint Directors

If:

- (1) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Article 10.2, on or before the date by which the annual general meeting is

required to be held under the *Business Corporations Act*; or

- (2) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Article 10.2, to elect or appoint any directors;

then each director then in office continues to hold office until the earlier of:

- (3) the date on which his or her successor is elected or appointed; and
- (4) the date on which he or she otherwise ceases to hold office under the *Business Corporations Act* or these Articles.

14.4 Places of Retiring Directors Not Filled

If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles until further new directors are elected at a meeting of shareholders convened for that purpose. If any such election or continuance of directors does not result in the election or continuance of the number of directors for the time being set pursuant to these Articles, the number of directors of the Company is deemed to be set at the number of directors actually elected or continued in office.

14.5 Directors May Fill Casual Vacancies

Any casual vacancy occurring in the board of directors may be filled by the directors.

14.6 Remaining Directors Power to Act

The directors may act notwithstanding any vacancy in the board of directors, but if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may only act for the purpose of appointing directors up to that number or of summoning a meeting of shareholders for the purpose of filling any vacancies on the board of directors or, subject to the *Business Corporations Act*, for any other purpose.

14.7 Shareholders May Fill Vacancies

If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors.

14.8 Additional Directors

Notwithstanding Articles 13.1 and 13.2, between annual general meetings or unanimous resolutions contemplated by Article 10.2, the directors may appoint one or more additional directors, but the number of additional directors appointed under this Article 14.8 must not at any time exceed:

- (1) one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or
- (2) in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this Article 14.8.

Any director so appointed ceases to hold office immediately before the next election or appointment of

directors under Article 14.1(1), but is eligible for re-election or re-appointment.

14.9 Ceasing to be a Director

A director ceases to be a director when:

- (1) the term of office of the director expires;
- (2) the director dies;
- (3) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or
- (4) the director is removed from office pursuant to Articles 14.10 or 14.11.

14.10 Removal of Director by Shareholders

The Company may remove any director before the expiration of his or her term of office by special resolution. In that event, the shareholders may elect, or appoint by ordinary resolution, a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

14.11 Removal of Director by Directors

The directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy.

15. ALTERNATE DIRECTORS

15.1 Appointment of Alternate Director

Any director (an "appointor") may by notice in writing received by the Company appoint any person (an "appointee") who is qualified to act as a director to be his or her alternate to act in his or her place at meetings of the directors or committees of the directors at which the appointor is not present unless (in the case of an appointee who is not a director) the directors have reasonably disapproved the appointment of such person as an alternate director and have given notice to that effect to his or her appointor within a reasonable time after the notice of appointment is received by the Company.

15.2 Notice of Meetings

Every alternate director so appointed is entitled to notice of meetings of the directors and of committees of the directors of which his or her appointor is a member and to attend and vote as a director at any such meetings at which his or her appointor is not present.

15.3 Alternate for More Than One Director Attending Meetings

A person may be appointed as an alternate director by more than one director, and an alternate director:

- (1) will be counted in determining the quorum for a meeting of directors once for each of his or her appointors and, in the case of an appointee who is also a director, once more in that capacity;

- (2) has a separate vote at a meeting of directors for each of his or her appointors and, in the case of an appointee who is also a director, an additional vote in that capacity;
- (3) will be counted in determining the quorum for a meeting of a committee of directors once for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, once more in that capacity;
- (4) has a separate vote at a meeting of a committee of directors for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, an additional vote in that capacity.

15.4 Consent Resolutions

Every alternate director, if authorized by the notice appointing him or her, may sign in place of his or her appointor any resolutions to be consented to in writing.

15.5 Alternate Director Not an Agent

Every alternate director is deemed not to be the agent of his or her appointor.

15.6 Revocation of Appointment of Alternate Director

An appointor may at any time, by notice in writing received by the Company, revoke the appointment of an alternate director appointed by him or her.

15.7 Ceasing to be an Alternate Director

The appointment of an alternate director ceases when:

- (1) his or her appointor ceases to be a director and is not promptly re-elected or re-appointed;
- (2) the alternate director dies;
- (3) the alternate director resigns as an alternate director by notice in writing provided to the Company or a lawyer for the Company;
- (4) the alternate director ceases to be qualified to act as a director; or
- (5) his or her appointor revokes the appointment of the alternate director.

15.8 Remuneration and Expenses of Alternate Director

The Company may reimburse an alternate director for the reasonable expenses that would be properly reimbursed if he or she were a director, and the alternate director is entitled to receive from the Company such proportion, if any, of the remuneration otherwise payable to the appointor as the appointor may from time to time direct.

16. POWERS AND DUTIES OF DIRECTORS

16.1 Powers of Management

The directors must, subject to the *Business Corporations Act* and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the *Business Corporations Act* or by these Articles, required to be exercised

by the shareholders of the Company.

16.2 Appointment of Attorney of Company

The directors may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her.

17. DISCLOSURE OF INTEREST OF DIRECTORS

17.1 Obligation to Account for Profits

A director or senior officer who holds a disclosable interest (as that term is used in the *Business Corporations Act*) in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the *Business Corporations Act*.

17.2 Restrictions on Voting by Reason of Interest

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter is not entitled to vote on any directors' resolution to approve that contract or transaction, unless all the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution.

17.3 Interested Director Counted in Quorum

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter and who is present at the meeting of directors at which the contract or transaction is considered for approval may be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting.

17.4 Disclosure of Conflict of Interest or Property

A director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, must disclose the nature and extent of the conflict as required by the *Business Corporations Act*.

17.5 Director Holding Other Office in the Company

A director may hold any office or place of profit with the Company, other than the office of auditor of the Company, in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine.

17.6 No Disqualification

No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or place of profit the director holds with the Company or as vendor, purchaser or otherwise, and no contract or transaction entered into by or on behalf of the Company in which a director is in any way interested is liable to be voided for that reason.

17.7 Professional Services by Director or Officer

Subject to the *Business Corporations Act*, a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer.

17.8 Director or Officer in Other Corporations

A director or officer may be or become a director, officer or employee of, or otherwise interested in, any person in which the Company may be interested as a shareholder or otherwise, and, subject to the *Business Corporations Act*, the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other person.

18. PROCEEDINGS OF DIRECTORS

18.1 Meetings of Directors

The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at the place, at the time and on the notice, if any, as the directors may from time to time determine.

18.2 Voting at Meetings

Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

18.3 Chair of Meetings

The following individual is entitled to preside as chair at a meeting of directors:

- (1) the chair of the board, if any;
- (2) in the absence of the chair of the board, the president, if any, if the president is a director;
or
- (3) any other director chosen by the directors if:
 - (a) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting;
 - (b) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or
 - (c) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

18.4 Meetings by Telephone or Other Communications Medium

A director may participate in a meeting of the directors or of any committee of the directors in person or by telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director may participate in a meeting of the directors or of any committee of the directors by a communications medium other than telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other and if all directors who wish to participate in the meeting agree to such participation. A director who participates in a meeting in a manner contemplated by this Article 18.4 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner.

18.5 Calling of Meetings

A director may, and the secretary or an assistant secretary of the Company, if any, on the request of a director must, call a meeting of the directors at any time.

18.6 Notice of Meetings

Other than for meetings held at regular intervals as determined by the directors pursuant to Article 18.1, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors and the alternate directors by any method set out in Article 24.1 or orally or by telephone.

18.7 When Notice Not Required

It is not necessary to give notice of a meeting of the directors to a director or an alternate director if:

- (1) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or
- (2) the director or alternate director, as the case may be, has waived notice of the meeting.

18.8 Meeting Valid Despite Failure to Give Notice

The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director or alternate director, does not invalidate any proceedings at that meeting.

18.9 Waiver of Notice of Meetings

Any director or alternate director may send to the Company a document signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to that director and, unless the director otherwise requires by notice in writing to the Company, to his or her alternate director, and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director or alternate director.

18.10 Quorum

The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is deemed to be set at two directors or, if the number of directors is set at one, is deemed to be set

at one director, and that director may constitute a meeting.

18.11 Validity of Acts Where Appointment Defective

Subject to the *Business Corporations Act*, an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer.

18.12 Consent Resolutions in Writing

A resolution of the directors or of any committee of the directors may be passed without a meeting:

- (1) in all cases, if each of the directors entitled to vote on the resolution consents to it in writing; or
- (2) in the case of a resolution to approve a contract or transaction in respect of which a director has disclosed that he or she has or may have a disclosable interest, if each of the other directors who are entitled to vote on the resolution consents to it in writing.

A consent in writing under this Article may be by signed document, fax, email or any other method of transmitting legibly recorded messages. A consent in writing may be in two or more counterparts which together are deemed to constitute one consent in writing. A resolution of the directors or of any committee of the directors passed in accordance with this Article 18.12 is effective on the date stated in the consent in writing or on the latest date stated on any counterpart and is deemed to be a proceeding at a meeting of directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the *Business Corporations Act* and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

19. EXECUTIVE AND OTHER COMMITTEES

19.1 Appointment and Powers of Executive Committee

The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and this committee has, during the intervals between meetings of the board of directors, all of the directors' powers, except:

- (1) the power to fill vacancies in the board of directors;
- (2) the power to remove a director;
- (3) the power to change the membership of, or fill vacancies in, any committee of the directors; and
- (4) such other powers, if any, as may be set out in the resolution or any subsequent directors' resolution.

19.2 Appointment and Powers of Other Committees

The directors may, by resolution:

- (1) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;
- (2) delegate to a committee appointed under paragraph (1) any of the directors' powers, except:

- (a) the power to fill vacancies in the board of directors;
 - (b) the power to remove a director;
 - (c) the power to change the membership of, or fill vacancies in, any committee of the directors; and
 - (d) the power to appoint or remove officers appointed by the directors; and
- (3) make any delegation referred to in paragraph (2) subject to the conditions set out in the resolution or any subsequent directors' resolution.

19.3 Obligations of Committees

Any committee appointed under Articles 19.1 or 19.2, in the exercise of the powers delegated to it, must:

- (1) conform to any rules that may from time to time be imposed on it by the directors; and
- (2) report every act or thing done in exercise of those powers at such times as the directors may require.

19.4 Powers of Board

The directors may, at any time, with respect to a committee appointed under Articles 19.1 or 19.2:

- (1) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding;
- (2) terminate the appointment of, or change the membership of, the committee; and
- (3) fill vacancies in the committee.

19.5 Committee Meetings

Subject to Article 19.3(1) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Articles 19.1 or 19.2:

- (1) the committee may meet and adjourn as it thinks proper;
- (2) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;
- (3) a majority of the members of the committee constitutes a quorum of the committee; and
- (4) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting does not have a second or casting vote.

20. OFFICERS

20.1 Directors May Appoint Officers

The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate any such appointment.

20.2 Functions, Duties and Powers of Officers

The directors may, for each officer:

- (1) determine the functions and duties of the officer;
- (2) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and
- (3) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

20.3 Qualifications

No officer may be appointed unless that officer is qualified in accordance with the *Business Corporations Act*. One person may hold more than one position as an officer of the Company. Any person appointed as the chair of the board or as a managing director must be a director. Any other officer need not be a director.

20.4 Remuneration and Terms of Appointment

All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits or otherwise) that the directors thinks fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Company, a pension or gratuity.

21. INDEMNIFICATION

21.1 Definitions

In this Article 21:

- (1) “eligible penalty” means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;
- (2) “eligible proceeding” means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director, former director or alternate director of the Company (an “eligible party”) or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director or alternate director of the Company:
 - (a) is or may be joined as a party; or
 - (b) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;
- (3) “expenses” has the meaning set out in the *Business Corporations Act*.

21.2 Mandatory Indemnification of Directors and Former Directors

Subject to the *Business Corporations Act*, the Company must indemnify a director, former director or alternate director of the Company and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each director and alternate director is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 21.2.

21.3 Indemnification of Other Persons

Subject to any restrictions in the *Business Corporations Act*, the Company may indemnify any person.

21.4 Non-Compliance with *Business Corporations Act*

The failure of a director, alternate director or officer of the Company to comply with the *Business Corporations Act* or these Articles does not invalidate any indemnity to which he or she is entitled under this Part.

21.5 Company May Purchase Insurance

The Company may purchase and maintain insurance for the benefit of any person (or his or her heirs or legal personal representatives) who:

- (1) is or was a director, alternate director, officer, employee or agent of the Company;
- (2) is or was a director, alternate director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company;
- (3) at the request of the Company, is or was a director, alternate director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity;
- (4) at the request of the Company, holds or held a position equivalent to that of a director, alternate director or officer of a partnership, trust, joint venture or other unincorporated entity;

against any liability incurred by him or her as such director, alternate director, officer, employee or agent or person who holds or held such equivalent position.

22. DIVIDENDS

22.1 Payment of Dividends Subject to Special Rights

The provisions of this Article 22 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends.

22.2 Declaration of Dividends

Subject to the *Business Corporations Act*, the directors may from time to time declare and authorize payment of such dividends as they may deem advisable. The Board of Directors shall have the right and authority to declare dividends on any class of shares, to the exclusion of and without declaring dividends on any other class of shares, in their sole discretion as they see fit.

22.3 No Notice Required

The directors need not give notice to any shareholder of any declaration under Article 22.2.

22.4 Record Date

The directors may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. If no record date is set, the record date is 5 p.m. on the date on which the directors pass the resolution declaring the dividend.

22.5 Manner of Paying Dividend

A resolution declaring a dividend may direct payment of the dividend wholly or partly by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company, or in any one or more of those ways.

22.6 Settlement of Difficulties

If any difficulty arises in regard to a distribution under Article 22.5, the directors may settle the difficulty as they deem advisable, and, in particular, may:

- (1) set the value for distribution of specific assets;
- (2) determine that cash payments in substitution for all or any part of the specific assets to which any shareholders are entitled may be made to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and
- (3) vest any such specific assets in trustees for the persons entitled to the dividend.

22.7 When Dividend Payable

Any dividend may be made payable on such date as is fixed by the directors.

22.8 Dividends to be Paid in Accordance with Number of Shares

All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

22.9 Receipt by Joint Shareholders

If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

22.10 Dividend Bears No Interest

No dividend bears interest against the Company.

22.11 Fractional Dividends

If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

22.12 Payment of Dividends

Any dividend or other distribution payable in cash in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the address of the shareholder, or in the case of joint shareholders, to the address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority.

22.13 Capitalization of Surplus

Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the surplus or any part of the surplus.

23. ACCOUNTING RECORDS

23.1 Recording of Financial Affairs

The directors must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the *Business Corporations Act*.

23.2 Inspection of Accounting Records

Unless the directors determine otherwise, or unless otherwise determined by ordinary resolution, no shareholder of the Company is entitled to inspect or obtain a copy of any accounting records of the Company.

24. NOTICES

24.1 Method of Giving Notice

Unless the *Business Corporations Act* or these Articles provides otherwise, a notice, statement, report or other record required or permitted by the *Business Corporations Act* or these Articles to be sent by or to a person may be sent by any one of the following methods:

- (1) mail addressed to the person at the applicable address for that person as follows:
 - (a) for a record mailed to a shareholder, the shareholder's registered address;
 - (b) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class;
 - (c) in any other case, the mailing address of the intended recipient;
- (2) delivery at the applicable address for that person as follows, addressed to the person:
 - (a) for a record delivered to a shareholder, the shareholder's registered address;
 - (b) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery

address provided by the recipient for the sending of that record or records of that class;

- (c) in any other case, the delivery address of the intended recipient;
- (3) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;
- (4) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class;
- (5) physical delivery to the intended recipient.

24.2 Deemed Receipt of Mailing

A record that is mailed to a person by ordinary mail to the applicable address for that person referred to in Article 24.1 is deemed to be received by the person to whom it was mailed on the day, Saturdays, Sundays and holidays excepted, following the date of mailing.

24.3 Certificate of Sending

A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that behalf for the Company stating that a notice, statement, report or other record was addressed as required by Article 24.1, prepaid and mailed or otherwise sent as permitted by Article 24.1 is conclusive evidence of that fact.

24.4 Notice to Joint Shareholders

A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing the notice to the joint shareholder first named in the central securities register in respect of the share.

24.5 Notice to Trustees

A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by:

- (1) mailing the record, addressed to them:
 - (a) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and
 - (b) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or
- (2) if an address referred to in paragraph (1)(b) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

25. SEAL

25.1 Who May Attest Seal

Except as provided in Articles 25.2 and 25.3, the Company's seal, if any, must not be impressed on any record except when that impression is attested by the signatures of:

- (1) any two directors;
- (2) any officer, together with any director;
- (3) if the Company only has one director, that director; or
- (4) any one or more directors or officers or persons as may be determined by the directors.

25.2 Sealing Copies

For the purpose of certifying under seal a certificate of incumbency of the directors or officers of the Company or a true copy of any resolution or other document, despite Article 25.1, the impression of the seal may be attested by the signature of any director or officer.

25.3 Mechanical Reproduction of Seal

The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the *Business Corporations Act* or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and the chair of the board or any senior officer together with the secretary, treasurer, secretary-treasurer, an assistant secretary, an assistant treasurer or an assistant secretary-treasurer may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures or other securities by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

26. PROHIBITIONS

26.1 Definitions

In this Article 26:

- (1) "designated security" means:
 - (a) a voting security of the Company;
 - (b) a security of the Company that is not a debt security and that carries a residual right to participate in the earnings of the Company or, on the liquidation or winding up of the Company, in its assets; or
 - (c) a security of the Company convertible, directly or indirectly, into a security described in paragraph (a) or (b);

- (2) “security” has the meaning assigned in the *Securities Act* (British Columbia);
- (3) “voting security” means a security of the Company that:
 - (a) is not a debt security, and
 - (b) carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing.

26.2 Application

Article 26.3 does not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

26.3 Consent Required for Transfer of Shares or Designated Securities

No share or designated security may be sold, transferred or otherwise disposed of without the consent of the directors and the directors are not required to give any reason for refusing to consent to any such sale, transfer or other disposition.

27. CHANGE OF REGISTERED AND RECORDS OFFICES

The Company may appoint or change its registered and records offices, or either of them, and the agent responsible therefor, at any time by resolution of the directors. After the appointment of the first registered or records office agent, such agent may terminate its appointment by written notice to any director or officer of the Company sent to the last known address of such director or officer. The Company will then designate a new registered or records office or offices within ten (10) days of receipt or deemed receipt of such notice, failing which the agent shall be entitled on behalf of the Company (but not obliged) to execute and file a Notice to Change Offices with the Registrar of Companies, changing the registered and records office or offices to the last known address of the President of the Company.

SCHEDULE "C"

STOCK OPTION PLAN

ADAMERA RESOURCES CORP.

STOCK OPTION PLAN

1. PURPOSE OF THE PLAN

The Company hereby establishes a stock option plan for directors, senior officers, Employees, Consultants, Consultant Company or Management Company Employees (as such terms are defined below) of the Company and its subsidiaries, or where the Company is an Unlisted Issuer, an Eligible Charitable Organization (collectively “**Eligible Persons**”), to be known as the “Stock Option Plan” (the “**Plan**”). The purpose of the Plan is to give to Eligible Persons, as additional compensation, the opportunity to participate in the success of the Company by granting to such individuals options, exercisable over periods of up to ten years, as determined by the board of directors of the Company, to buy shares of the Company at a price equal to the Market Price prevailing on the date the option is granted less applicable discount, if any, permitted by the policies of the Exchanges and approved by the Board.

2. DEFINITIONS

In this Plan, the following terms shall have the following meanings:

- 2.1 “**Associate**” means an “Associate” as defined in the TSX Policies.
- 2.2 “**Board**” means the Board of Directors of the Company.
- 2.3 “**Change of Control**” means the acquisition by any person or by any person and all Joint Actors, whether directly or indirectly, of voting securities (as defined in the *Securities Act*) of the Company, which, when added to all other voting securities of the Company at the time held by such person or by such person and a Joint Actor, totals for the first time not less than fifty percent (50%) of the outstanding voting securities of the Company or the votes attached to those securities are sufficient, if exercised, to elect a majority of the Board of Directors of the Company.
- 2.4 “**Company**” means Adamera Resources Corp. and its successors.
- 2.5 “**Consultant**” means a “Consultant” as defined in the TSX Policies.
- 2.6 “**Consultant Company**” means a “Consultant Company” as defined in the TSX Policies.
- 2.7 “**Disability**” means any disability with respect to an Optionee which the Board, in its sole and unfettered discretion, considers likely to prevent permanently the Optionee from:
 - (a) being employed or engaged by the Company, its subsidiaries or another employer, in a position the same as or similar to that in which he was last employed or engaged by the Company or its subsidiaries; or
 - (b) acting as a director or officer of the Company or its subsidiaries.

- 2.8 **"Discounted Market Price"** of Shares means, if the Shares are listed only on the TSX Venture Exchange, the Market Price less the maximum discount permitted under the TSX Policy applicable to Options.
- 2.9 **"Eligible Charitable Organization"** means an "Eligible Charitable Organization" as defined in the TSX Policies.
- 2.10 **"Eligible Persons"** has the meaning given to that term in section 1 hereof.
- 2.11 **"Employee"** means an "Employee" as defined in the TSX Policies.
- 2.12 **"Exchanges"** means the TSX Venture Exchange and, if applicable, any other stock exchange on which the Shares are listed.
- 2.13 **"Expiry Date"** means the date set by the Board under subsection 3.1 of the Plan, as the last date on which an Option may be exercised.
- 2.14 **"Grant Date"** means the date specified in the Option Agreement as the date on which an Option is granted.
- 2.15 **"Insider"** means an "Insider" as defined in the *British Columbia Securities Act*.
- 2.16 **"Investor Relations Activities"** means "Investor Relations Activities" as defined in the TSX Policies.
- 2.17 **"Joint Actor"** means a person acting "jointly or in concert with" another person as that phrase is interpreted in Multi-lateral Instrument 62-104, *Take-Over Bids and Issuer Bids*.
- 2.18 **"Management Company Employee"** means a "Management Company Employee" as defined in the TSX Policies.
- 2.19 **"Market Price"** of Shares at any Grant Date means the last closing price per Share on the trading day immediately preceding the day on which the Company announces the grant of the option or, if the grant is not announced, on the Grant Date, or if the Shares are not listed on any stock exchange, "Market Price" of Shares means the price per Share on the over-the-counter market determined by dividing the aggregate sale price of the Shares sold by the total number of such Shares so sold on the applicable market for the last day prior to the Grant Date.
- 2.20 **"Option"** means an option to purchase Shares granted pursuant to this Plan.
- 2.21 **"Option Agreement"** means an agreement, in the form attached hereto as Schedule "A", whereby the Company grants to an Optionee an Option.
- 2.22 **"Optionee"** means each of Eligible Persons granted an Option pursuant to this Plan and their heirs, executors and administrators.
- 2.23 **"Option Price"** means the price per Share specified in an Option Agreement, adjusted from time to time in accordance with the provisions of section 5.

- 2.24 **"Option Shares"** means the aggregate number of Shares which an Optionee may purchase under an Option.
- 2.25 **"Plan"** means this Stock Option Plan.
- 2.26 **"Shares"** means the common shares in the capital of the Company as constituted on the Grant Date provided that, in the event of any adjustment pursuant to section 5, "Shares" shall thereafter mean the shares or other property resulting from the events giving rise to the adjustment.
- 2.27 **"Securities Act"** means the *Securities Act*, R.S.B.C. 1996, c.418, as amended, as at the date hereof.
- 2.28 **"TSX Policies"** means the policies included in the TSX Venture Exchange Corporate Finance Manual and "TSX Policy" means any one of them.
- 2.29 **"Unissued Option Shares"** means the number of Shares which have, at a particular time, been reserved for issuance upon the exercise of an Option, but which have not been issued, as adjusted from time to time in accordance with the provisions of section 5, such adjustments to be cumulative.
- 2.30 **"Unlisted Issuer"** means a company, corporation trust or limited partnership which has no securities listed or quoted on any stock exchange, nor has outstanding securities for which trading is reported to or through a stock exchange or public market.
- 2.31 **"Vested"** means that an Option has become exercisable in respect of a number of Option Shares by the Optionee pursuant to the terms of the Option Agreement.

3. GRANT OF OPTIONS

3.1 Option Terms

The Board may from time to time authorize the issue of Options to Eligible Persons of the Company and its subsidiaries. The Option Price under each Option shall be not less than the Discounted Market Price on the Grant Date. The Expiry Date for each Option shall be set by the Board at the time of issue of the Option and shall not be more than ten years after the Grant Date. Options shall not be assignable (or transferable) by the Optionee.

3.2 Limits on Shares Issuable on Exercise of Options

The maximum number of Shares which may be issuable pursuant to options granted under the Plan shall be that number equal to 10% of the Company's issued share capital from time to time. The number of Shares reserved for issuance under the Plan and all of the Company's other previously established or proposed share compensation arrangements:

- (a) in aggregate shall not exceed 10% of the total number of issued and outstanding shares on a non-diluted basis; and

- (b) to any one Optionee within a 12 month period shall not exceed 5% of the total number of issued and outstanding shares on a non-diluted basis (unless otherwise approved by the disinterested shareholders of the Company).

The number of Shares which may be issuable under the Plan and all of the Company's other previously established or proposed share compensation arrangements, within a one-year period:

- (a) to all Insiders shall not exceed 10% of the total number of issued and outstanding shares on the Grant Date a non-diluted basis;
- (b) to any one Optionee, shall not exceed 5% of the total number of issued and outstanding Shares on the Grant Date on a non-diluted basis (unless otherwise approved by the disinterested shareholders of the Company);
- (c) to any one Consultant shall not exceed 2% in the aggregate of the total number of issued and outstanding Shares on the Grant Date on a non-diluted basis; and
- (d) to all Eligible Persons who undertake Investor Relations Activities shall not exceed 2% in the aggregate of the total number of issued and outstanding Shares on the Grant Date on a non-diluted basis, which Options are to be vested in stages over at least a one-year period and no more than one-quarter (1/4) of such Options may be vested in any three (3) month period.

3.3 Option Agreements

Each Option shall be confirmed by the execution of an Option Agreement. Each Optionee shall have the option to purchase from the Company the Option Shares at the time and in the manner set out in the Plan and in the Option Agreement applicable to that Optionee. For stock options to Employees, Consultants, Consultant Company or Management Company Employees, the Company is representing herein and in the applicable Option Agreement that the Optionee is a bona fide Employee, Consultant, Consultant Company or Management Company Employee, as the case may be, of the Company or its subsidiary. The execution of an Option Agreement shall constitute conclusive evidence that it has been completed in compliance with this Plan.

4. EXERCISE OF OPTION

4.1 When Options May be Exercised

Subject to subsections 4.3 and 4.4, an Option shall be granted as fully Vested on the Grant Date, and may be exercised to purchase any number of Shares up to the number of Unissued Option Shares at any time after the Grant Date, provided that this Plan has been previously approved by the shareholders of the Company, where such prior approval is required by TSX Policies, up to 4:00 p.m. local time on the Expiry Date and shall not be exercisable thereafter.

4.2 Manner of Exercise

The Option shall be exercisable by delivering to the Company a notice specifying the number of Shares in respect of which the Option is exercised together with payment in full of the Option Price for each such Share. Upon notice and payment there will be binding contract for the

issue of the Shares in respect of which the Option is exercised, upon and subject to the provisions of the Plan. Delivery of the Optionee's cheque payable to the Company in the amount of the Option Price shall constitute payment of the Option Price unless the cheque is not honoured upon presentation in which case the Option shall not have been validly exercised.

4.3 Vesting of Option Shares

An Option shall be granted hereunder as fully Vested, unless a vesting schedule is imposed by the Board as a condition of the grant on the Grant Date; and provided that if the Option is being granted to an Eligible Person who is providing Investor Relations Activities to the Company, then the Option must vest in stages over at least a one-year period and no more than one-quarter (1/4) of such Options may be vested in any three (3) month period.

4.4 Termination of Employment

If an Optionee ceases to be an Eligible Person, his or her Option shall be exercisable as follows:

(a) Death or Disability

If the Optionee ceases to be an Eligible Person, due to his or her death or Disability or, in the case of an Optionee that is a company, the death or Disability of the person who provides management or consulting services to the Company or to any entity controlled by the Company, the Option then held by the Optionee shall be exercisable to acquire Vested Unissued Option Shares at any time up to but not after the earlier of:

- (i) 365 days after the date of death or Disability; and
- (ii) the Expiry Date.

(b) Termination For Cause

If the Optionee, or in the case of a Management Company Employee or a Consultant Company, the Optionee's employer, ceases to be an Eligible Person as a result of termination for cause, as that term is interpreted by the courts of the jurisdiction in which the Optionee, or, in the case of a Management Company Employee or a Consultant Company, of the Optionee's employer, is employed or engaged; any outstanding Option held by such Optionee on the date of such termination shall be cancelled as of that date.

(c) Early Retirement, Voluntary Resignation or Termination Other than For Cause

If the Optionee or, in the case of a Management Company Employee or a Consultant Company, the Optionee's employer, ceases to be an Eligible Person due to his or her retirement at the request of his or her employer earlier than the normal retirement date under the Company's retirement policy then in force, or due to his or her termination by the Company other than for cause, or due to his or her voluntary resignation, the Option then held by the Optionee shall be exercisable to acquire

Vested Unissued Option Shares at any time up to but not after the earlier of the Expiry Date and the date which is 90 days after the Optionee or, in the case of a Management Company Employee or a Consultant Company, the Optionee's employer, ceases to be an Eligible Person.

4.5 Effect of a Take-Over Bid

If a *bona fide* offer (an "Offer") for Shares is made to the Optionee or to shareholders of the Company generally or to a class of shareholders which includes the Optionee, which Offer, if accepted in whole or in part, would result in the offeror becoming a control person of the Company, within the meaning of subsection 1(1) of the *Securities Act*, the Company shall, immediately upon receipt of notice of the Offer, notify each Optionee of full particulars of the Offer, whereupon the Option Shares subject to such Option may be exercised in whole or in part by the Optionee so as to permit the Optionee to tender the Option Shares received upon such exercise, pursuant to the Offer. However, if:

- (a) the Offer is not completed within the time specified therein; or
- (b) all of the Option Shares tendered by the Optionee pursuant to the Offer are not taken up or paid for by the offeror in respect thereof,

then the Option Shares received upon such exercise, or in the case of clause (b) above, the Option Shares that are not taken up and paid for, may be returned by the Optionee to the Company and reinstated as authorized but unissued Shares and with respect to such returned Option Shares, the Option shall be reinstated as if it had not been exercised. If any Option Shares are returned to the Company under this subsection 4.5, the Company shall immediately refund the exercise price to the Optionee for such Option Shares.

4.6 Acceleration of Expiry Date

If at any time when an Option granted under the Plan remains unexercised with respect to any Unissued Option Shares, an Offer is made by an offeror, the Directors may, upon notifying each Optionee of full particulars of the Offer, declare all Option Shares issuable upon the exercise of Options granted under the Plan, are Vested (subject to the proviso below), and declare that the Expiry Date for the exercise of all unexercised Options granted under the Plan is accelerated so that all Options will either be exercised or will expire prior to the date upon which Shares must be tendered pursuant to the Offer, PROVIDED THAT where an Option was granted to a consultant providing Investor Relations Activities, the Directors declaration that Option Shares issuable upon the exercise of such Options granted under the Plan be Vested with respect to such Option Shares, is subject to prior approval of the Exchanges. The Directors shall give each Optionee as much notice as possible of the acceleration of the Options under this section, except that not less than 5 business days and not more than 35 days notice is required.

4.7 Effect of a Change of Control

If a Change of Control occurs, all Option Shares subject to each outstanding Option may be exercised in whole or in part by the Optionee.

4.8 Exclusion From Severance Allowance, Retirement Allowance or Termination Settlement

If the Optionee, or, in the case of a Management Company Employee or a Consultant Company, the Optionee's employer, retires, resigns or is terminated from employment or engagement with the Company or any subsidiary of the Company, the loss or limitation, if any, by the cancellation of the right to purchase Option Shares under the Option Agreement shall not give rise to any right to damages and shall not be included in the calculation of nor form any part of any severance allowance, retiring allowance or termination settlement of any kind whatsoever in respect of such Optionee.

4.9 Shares Not Acquired or Exercised

Any Unissued Option Shares not acquired by an Optionee under an Option which has expired, and any Option Shares acquired by an Optionee under an Option when exercised, may be made the subject of a further Option granted pursuant to the provisions of the Plan.

5. ADJUSTMENT OF OPTION PRICE AND NUMBER OF OPTION SHARES

5.1 Share Reorganization

Whenever the Company issues Shares to all or substantially all holders of Shares by way of a stock dividend or other distribution, or subdivides all outstanding Shares into a greater number of Shares, or combines or consolidates all outstanding Shares into a lesser number of Shares (each of such events being herein called a "Share Reorganization") then effective immediately after the record date for such dividend or other distribution or the effective date of such subdivision, combination or consolidation, for each Option:

- (a) the Option Price will be adjusted to a price per Share which is the product of:
 - (i) the Option Price in effect immediately before that effective date or record date; and
 - (ii) a fraction, the numerator of which is the total number of Shares outstanding on that effective date or record date before giving effect to the Share Reorganization, and the denominator of which is the total number of Shares that are or would be outstanding immediately after such effective date or record date after giving effect to the Share Reorganization; and
- (b) the number of Unissued Option Shares will be adjusted by multiplying (i) the number of Unissued Option Shares immediately before such effective date or record date by (ii) a fraction which is the reciprocal of the fraction described in subparagraph (a)(ii).

5.2 Special Distribution

Subject to the prior approval of the Exchanges, whenever the Company issues by way of a dividend or otherwise distributes to all or substantially all holders of Shares:

- (a) shares of the Company, other than the Shares;
- (b) evidences of indebtedness;
- (c) any cash or other assets, excluding cash dividends (other than cash dividends which the Board of Directors of the Company has determined to be outside the normal course); or
- (d) rights, options or warrants,

then to the extent that such dividend or distribution does not constitute a Share Reorganization (any of such non-excluded events being herein called a "Special Distribution"), and effective immediately after the record date at which holders of Shares are determined for purposes of the Special Distribution, for each Option the Option Price will be reduced, and the number of Unissued Option Shares will be correspondingly increased, by such amount, if any, as is determined by the Board in its sole and unfettered discretion to be appropriate in order to properly reflect any diminution in value of the Option Shares as a result of such Special Distribution.

5.3 Corporate Organization

Whenever there is:

- (a) a reclassification of outstanding Shares, a change of Shares into other shares or securities, or any other capital reorganization of the Company, other than as described in subsections 5.1 or 5.2;
- (b) a consolidation, merger or amalgamation of the Company with or into another corporation resulting in a reclassification of outstanding Shares into other shares or securities or a change of Shares into other shares or securities; or
- (c) a transaction whereby all or substantially all of the Company's undertaking and assets become the property of another corporation,

(any such event being herein called a "Corporate Reorganization") the Optionee will have an option to purchase (at the times, for the consideration, and subject to the terms and conditions set out in the Plan) and will accept on the exercise of such option, in lieu of the Unissued Option Shares which he would otherwise have been entitled to purchase, the kind and amount of shares or other securities or property that he would have been entitled to receive as a result of the Corporate Reorganization if, on the effective date thereof, he had been the holder of all Unissued Option Shares or if appropriate, as otherwise determined by the Directors.

5.4 Determination of Option Price and Number of Unissued Option Shares

If any questions arise at any time with respect to the Option Price or number of Unissued Option Shares deliverable upon exercise of an Option following a Share Reorganization, Special Distribution or Corporate Reorganization, such questions shall be conclusively determined by the Company's auditor, or, if they decline to so act, any other firm of Chartered Accountants in Vancouver, British Columbia, that the Directors may designate and who will have access to all appropriate records and such determination will be binding upon the Company and all Optionees.

5.5 Regulatory Approval

Any adjustment to the Option Price or the number of Unissued Option Shares purchasable under the Plan pursuant to the operation of any one of subsection 5.1, 5.2 or 5.3 is subject to the approval of the Exchanges where required pursuant to their policies, and compliance with the applicable securities rules or regulations of any other governmental authority having jurisdiction.

6. MISCELLANEOUS

6.1 Right to Employment

Neither this Plan nor any of the provisions hereof shall confer upon any Optionee any right with respect to employment or continued employment with the Company or any subsidiary of the Company or interfere in any way with the right of the Company or any subsidiary of the Company to terminate such employment.

6.2 Necessary Approvals

The Plan shall be effective immediately upon the approval of the Board of directors of the Company, where the Company is a non-reporting issuer. If the Company is a reporting issuer whose Shares are listed on any Exchanges, then the Plan shall be effective only upon the approval of the shareholders of the Company given by way of an ordinary resolution, where such prior approval is required by the policies of the Exchanges. Any Options granted under this Plan before such prior approval shall only be exercised upon the receipt of such approval, where it is required by the policies of the Exchanges. Disinterested shareholder approval (as required by the Exchanges) will be obtained for any reduction in the exercise price of any Option granted under this Plan if the Optionee is an Insider of the Company at the time of the proposed amendment. The obligation of the Company to sell and deliver Shares in accordance with the Plan is subject to compliance with the policies of the Exchanges and applicable securities rules or regulations of any governmental authority having jurisdiction. If any Shares cannot be issued to any Optionee for any reason, including, without limitation, the failure to comply with such policies, rules or regulations, then the obligation of the Company to issue such Shares shall terminate and any Option Price paid by an Optionee to the Company shall be immediately refunded to the Optionee by the Company.

6.3 Administration of the Plan

The Directors shall, without limitation, have full and final authority in their discretion, but subject to the express provisions of the Plan, to interpret the Plan, to prescribe, amend and rescind rules and regulations relating to the Plan and to make all other determinations deemed necessary or advisable in respect of the Plan. Except as set forth in subsection 5.4, the interpretation and construction of any provision of the Plan by the Directors shall be final and conclusive. Administration of the Plan shall be the responsibility of the appropriate officers of the Company and all costs in respect thereof shall be paid by the Company.

6.4 Income Taxes

As a condition of and prior to participation of the Plan any Optionee shall on request authorize the Company in writing to withhold from any remuneration otherwise payable to him or

her any amounts required by any taxing authority to be withheld for taxes of any kind as a consequence of his or her participation in the Plan.

6.5 Amendments to the Plan

The Directors may from time to time, subject to applicable law and to the prior approval, if required, of the Exchanges or any other regulatory body having authority over the Company or the Plan, suspend, terminate or discontinue the Plan at any time, or amend or revise the terms of the Plan or of any Option granted under the Plan and the Option Agreement relating thereto, provided that no such amendment, revision, suspension, termination or discontinuance shall in any manner adversely affect any option previously granted to an Optionee under the Plan without the consent of that Optionee. Any amendments to the Plan or options granted thereunder will be subject to the approval of the shareholders.

6.6 Form of Notice

A notice given to the Company shall be in writing, signed by the Optionee and delivered to the head business office of the Company.

6.7 No Representation or Warranty

The Company makes no representation or warranty as to the future market value of any Shares issued in accordance with the provisions of the Plan.

6.8 Compliance with Applicable Law

If any provision of the Plan or any Option Agreement contravenes any law or any order, policy, by-law or regulation of any regulatory body or Exchanges having authority over the Company or the Plan, then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.

6.9 No Assignment

No Optionee may assign any of his or her rights under the Plan or any Option granted thereunder.

6.10 Rights of Optionees

An Optionee shall have no rights whatsoever as a shareholder of the Company in respect of any of the Unissued Option Shares (including, without limitation, voting rights or any right to receive dividends, warrants or rights under any rights offering).

6.11 Conflict

In the event of any conflict between the provisions of this Plan and an Option Agreement, the provisions of this Plan shall govern.

6.12 Governing Law

The Plan and each Option Agreement issued pursuant to the Plan shall be governed by the laws of the Province of British Columbia.

6.13 Time of Essence

Time is of the essence of this Plan and of each Option Agreement. No extension of time will be deemed to be or to operate as a waiver of the essentiality of time.

6.14 Entire Agreement

This Plan and the Option Agreement sets out the entire agreement between the Company and the Optionees relative to the subject matter hereof and supersedes all prior agreements, undertakings and understandings, whether oral or written.

Approved by the Board of Directors on ■, 2013.

■, President and CEO

SCHEDULE "A"

ADAMERA RESOURCES CORP. STOCK OPTION PLAN

OPTION AGREEMENT

[Note: If either (i) the Option Price is less than the Market Price at the time of the grant, or (ii) the option is granted to a director, officer, promoter or other insider of the Company, and except if the grant is qualified by prospectus, or issued under a securities take-over bid, rights offering, amalgamation, or other statutory procedure, then insert the following legend:]
Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this agreement and any securities issued upon exercise thereof may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until ■, 20■ [four months and one day after the date of grant].

This Option Agreement is entered into between Adamera Resources Corp. (the "Company") and the Optionee named below pursuant to the Company Stock Option Plan (the "Plan"), a copy of which is attached hereto, and confirms that:

1. on ■, 20■ (the "Grant Date");
2. ■ (the "Optionee");
3. was granted the option (the "Option") to purchase ■ Common Shares (the "Option Shares") of the Company;
4. for the price (the "Option Price") of \$■ per share;
5. which shall be exercisable as fully Vested from the Grant Date, unless the granting of this Option is to a consultant providing Investor Relations Activities in which case the Option will be vested over a 12 month period from the date of grant in accordance with TSX Policies;
6. terminating on the ■, 20■ (the "Expiry Date");
7. when exercised, the Company will forthwith calculate all applicable Canadian government withholding taxes of the Optionee, and Canada or Quebec (if applicable) Pension Plan contributions, and the Optionee agrees to remit to the Company such taxes and contributions to the Company, which will be remitted by the Company to Canada Revenue Agency and reflected on any annual statement of remuneration issued by the Company; and
8. by signing this Option Agreement, the Optionee acknowledges and consents to:
 - (a) the disclosure of Personal Information by the Company to the TSX Venture Exchange (the "Exchange") (as defined in Exchange Appendix 6A – see Appendix I hereto) pursuant to the Exchange Form 4G which the Company is required to file in connection with this Option grant; and

- (b) the collection, use and disclosure of Personal Information by the Exchange for the purposes described in Appendix 6A or as otherwise identified by the Exchange, from time to time;

(Where "Personal Information" means any information about the Optionee, and includes the information contained in the tables, as applicable, found in Exchange Form 4G),

all on the terms and subject to the conditions set out in the Plan.

By signing this Option Agreement, the Optionee acknowledges that the Optionee has read and understands the Plan and agrees to the terms and conditions of the Plan and this Option Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Option Agreement as of the ■ day of ■, 20■.

ADAMERA RESOURCES CORP.

Per:

OPTIONEE

Authorized Signatory

TSX venture
EXCHANGE



APPENDIX 6A

ACKNOWLEDGEMENT – PERSONAL INFORMATION

TSX Venture Exchange Inc. and its affiliates, authorized agents, subsidiaries and divisions, including the TSX Venture Exchange (collectively referred to as “the Exchange”) collect Personal Information in certain Forms that are submitted by the individual and/or by an Issuer or Applicant and use it for the following purposes:

- to conduct background checks,
- to verify the Personal Information that has been provided about each individual,
- to consider the suitability of the individual to act as an officer, director, insider, promoter, investor relations provider or, as applicable, an employee or consultant, of the Issuer or Applicant,
- to consider the eligibility of the Issuer or Applicant to list on the Exchange,
- to provide disclosure to market participants as to the security holdings of directors, officers, other insiders and promoters of the Issuer, or its associates or affiliates,
- to conduct enforcement proceedings, and
- to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the Exchange, securities legislation and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada.

As part of this process, the Exchange also collects additional Personal Information from other sources, including but not limited to, securities regulatory authorities in Canada or elsewhere, investigative, law enforcement or self-regulatory organizations, regulations services providers and each of their subsidiaries, affiliates, regulators and authorized agents, to ensure that the purposes set out above can be accomplished.

The Personal Information the Exchange collects may also be disclosed:

- (a) to the agencies and organizations in the preceding paragraph, or as otherwise permitted or required by law, and they may use it in their own investigations for the purposes described above; and
- (b) on the Exchange’s website or through printed materials published by or pursuant to the directions of the Exchange.

The Exchange may from time to time use third parties to process information and/or provide other administrative services. In this regard, the Exchange may share the information with such third party service providers.