HARFANG EXPLORATION INC.

and

LASALLE EXPLORATION CORP.

ARRANGEMENT AGREEMENT

Dated January 5, 2022

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SCHEDULES

ARRANGEMENT AGREEMENT

THIS ARRANGEMENT AGREEMENT is dated the 5th day of January, 2022.

BETWEEN: **HARFANG EXPLORATION INC.**, a corporation continued and existing under the laws of the Province of Quebec;

("**Harfang**")

AND: **LASALLE EXPLORATION CORP.**, a corporation existing under the laws of the Province of British Columbia;

("**LaSalle**")

WHEREAS:

(A) Harfang and LaSalle agree to proceed with a business combination transaction providing for the acquisition by Harfang of all of the outstanding LaSalle Shares (as hereinafter defined).

(B) The Parties intend to carry out the proposed business combination transaction by way of a plan of arrangement under the provisions of the BCBCA (as hereinafter defined).

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the respective covenants and agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

ARTICLE 1
INTERPRETATION

Definitions

1.1 In this Agreement and in the recitals hereto, unless there is something in the context or subject matter inconsistent therewith, the following words and terms shall have the meanings hereinafter set out:

(a) "**1933 Act**" means the *United States Securities Act of 1933*, as amended, and the rules and regulations promulgated from time to time thereunder;

(b) "**1934 Act**" means the *United States Securities Exchange Act of 1934*, as amended, and the rules and regulations promulgated from time to time thereunder;

(c) "**1940 Act**" means the *United States Investment Company Act of 1940*, as amended, and the rules and regulations promulgated from time to time thereunder;

(d) "**Acquisition Proposal**" means, other than from or with Harfang or a Harfang Subsidiary, (i) any acquisition or sale, direct or indirect, whether in a single transaction or a series of related transactions, of (A) the assets of LaSalle that constitutes 20% or more of the fair market value of the assets of LaSalle, or (B) 20%

or more of any voting or equity securities of LaSalle; (ii) any merger, plan of arrangement, amalgamation, consolidation, share exchange, business combination take-over bid, tender offer, exchange offer, recapitalization, reorganization, liquidation, sale or issue of treasury securities or rights or interest therein or thereto or rights or options to acquire any number of treasury securities or any similar transaction involving LaSalle; or (iii) any other similar transaction the consummation of which would, or could, reasonably be expected to impede or delay the completion of the Arrangement or could reasonably be expected to materially reduce the benefit to Harfang under this Agreement or the Arrangement;

(e) "**Affiliate**" has the meaning specified in National Instrument 45-106 – *Prospectus Exemptions*;

(f) "**Agreement**" means this agreement between the Parties entered into for the purpose of effecting the Arrangement, including the schedules attached hereto, as the same may be supplemented or amended from time to time;

(g) "**Applicable Laws**" means any domestic or foreign statute, law, ordinance, rule, regulation, restriction, published regulatory policy or guideline, by-law (zoning or otherwise), or order or any consent, exemption, approval or licence of any domestic or foreign Governmental Entity that applies in whole or in part to the Parties, as the context requires, or to their respective businesses, undertakings, properties or securities, including, without limitation, Applicable Securities Laws;

(h) "**Applicable Securities Laws**" means Canadian Securities Laws and United States Securities Laws, as applicable in the circumstances;

(i) "**Arrangement**" means the arrangement under Section 288 of the BCBCA on the terms and conditions set forth in the Plan of Arrangement, subject to any amendment or supplement thereto made in accordance with this Agreement and the Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of Harfang and LaSalle, each acting reasonably;

(j) "**Arrangement Resolution**" means the Special Resolution of LaSalle Shareholders approving the Arrangement to be considered at the LaSalle Meeting, substantially in the form and content of SCHEDULE I;

(k) "**BCBCA**" means the *Business Corporations Act* (British Columbia), as now enacted and as amended, and the regulations thereto;

(l) "**Business Day**" means any day which is not a Saturday, Sunday or civic or statutory holiday in Montreal, Québec or Vancouver, British Columbia;

(m) "**Canadian Securities Laws**" means the *Securities Act* (British Columbia) and the equivalent legislation in the other provinces and in the territories of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commissions and similar regulatory authorities of each of the provinces and territories of Canada and the published rules and policies of the TSX-V as they relate to LaSalle and Harfang, as the case may be;

(n) "**Consideration Shares**" means 0.1813 Post-Consolidation Harfang Share for each LaSalle Share, to be issued to LaSalle Shareholders on the Effective Date pursuant to the Plan of Arrangement;

(o) "**contract**" means any contract, agreement, license, franchise, lease, arrangement, commitment, understanding, joint venture, partnership or other right or obligation (written or oral) to which a Party is a party or by which it is bound or affected or to which any of their respective properties or assets is subject (in each case, including all amendments thereto);

(p) "**Court**" means the Supreme Court of British Columbia;

(q) "**Depositary**" means Computershare Investor Services Inc., or any other trust company, bank or financial institution agreed to in writing between the Parties for the purpose of, among other things, exchanging certificates representing LaSalle Shares for the Consideration Shares in connection with the Arrangement;

(r) "**Dissent Rights**" means the rights of dissent of LaSalle Shareholders in respect of the Arrangement Resolution described in the Plan of Arrangement;

(s) "**Dissenting Shareholder**" has the meaning ascribed thereto in the Plan of Arrangement;

(t) "**Effective Date**" means the date upon which all of the conditions to completion of the Arrangement as set forth in this Agreement have been satisfied or waived and all documents agreed to be delivered hereunder have been delivered to the satisfaction of the Parties hereto, acting reasonably;

(u) "**Effective Time**" has the meaning ascribed thereto in the Plan of Arrangement;

(v) "**Encumbrance**" means any mortgage, hypothec, pledge, assignment, charge, lien, claim, security interest, adverse interest, other third Person interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing;

(w) "**Environmental Approvals**" means all permits, certificates, licences, authorizations, consents, instructions, registrations, directions or approvals issued or required by any Governmental Entity pursuant to any Environmental Law;

(x) "**Environmental Laws**" means all Applicable Laws relating to pollution (as defined pursuant to Applicable Laws), the treatment, use, processing, storage, disposal, discharge, transport or handling of any Hazardous Substance, the protection of the environment, as well as public and occupational health and safety, including all Environmental Approvals;

(y) "**Escrow Release Conditions**" will have the meaning ascribed thereto in the Subscription Receipt Agreement, in the event the Subscription Receipt Agreement is entered into by the relevant parties;

(z) "**Fairness Opinion**" means the verbal and the subsequent written opinion of the Financial Advisor that the consideration to be received by LaSalle Shareholders and, if applicable, the holders of the LaSalle Options and LaSalle Warrants pursuant to the Arrangement is fair, from a financial point of view, to such securityholders, subject to the limitations and qualifications set out in the Fairness Opinion;

(aa) "**Final Order**" means the final order of the Court pursuant to Section 291 of the BCBCA in form acceptable to Harfang and LaSalle, each acting reasonably, approving the Arrangement after a hearing upon the procedural and substantive fairness of the terms and conditions of the Arrangement, as such order may be affirmed, amended, modified, supplemented or varied by the Court (with the consent of both Harfang and LaSalle, 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 Harfang and LaSalle, each acting reasonably) on appeal;

(bb) "**Financial Advisor**" means Evans & Evans, Inc.;

(cc) "**First Nation**" means the Indian, Inuit and Métis peoples of Canada; a band as defined pursuant to the *Indian Act* (RSC 1985, c I-5); any government or council including customary government or council established for the benefit of Indian, Inuit and Métis peoples of Canada; a corporation, trust, partnership or other unincorporated organization belonging to or established for the benefit of the Indian, Inuit or Métis peoples of Canada or in which one or more Indian, Inuit or Métis hold an interest; and also includes a third party acting on its behalf;

(dd) "**Governmental Entity**" means any applicable (i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, agency, domestic or foreign, (ii) any subdivision, agent, commission, board or authority of any of the foregoing, (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, (iv) any stock exchanges on which the LaSalle Shares or the Harfang Shares are listed, including the TSX-V;

(ee) "**Harfang**" means Harfang Exploration Inc., a corporation continued and existing under the laws of the Province of Quebec;

(ff) "**Harfang Board**" means the board of directors of Harfang;

(gg) "**Harfang Consolidation**" means the considation of common shares to be carried out by Harfang immediately prior to the Effective Time that will result in Harfang having upon issuance of the Consideration Shares and at the Effective Time, a total of approximately 50,000,000 common shares outstanding, but not including any Post-Consolidation Harfang Shares to be issued as a result of the Harfang Financing;

(hh) "**Harfang Disclosure Documents**" means, without limitation, the prospectuses, annual information forms, annual and quarterly financial statements and related management discussion and analysis, offering memoranda, material change reports, press releases and any other documents or reports filed by or on behalf of Harfang since February 1, 2019, and which are available on SEDAR;

(ii) "**Harfang Disclosure Letter**" means the letter dated the date hereof delivered by Harfang to LaSalle in the form accepted by LaSalle;

(jj) "**Harfang Financing**" means a private placement to be conducted by Harfang, in one or multiple tranches, pursuant to which Harfang will issue Harfang Subscription Receipts prior to the Effective Time, for aggregate gross proceeds between $1,000,000 and $5,000,000, on terms to be agreed upon by the Parties;

(kk) "**Harfang Material Properties**" means the Serpent Project, as described in Schedule C hereto;

(ll) "**Harfang Options**" means the outstanding stock options exercisable to acquire Harfang Shares governed by the Harfang Stock Option Plan;

(mm) "**Harfang Properties**" has the meaning ascribed thereto in Section 3.1(w);

(nn) "**Harfang Replacement Options**" means an option or right to purchase Post-Consolidation Harfang Shares granted by Harfang in exchange for LaSalle Options pursuant to the Plan of Arrangement;

(oo) "**Harfang Replacement Warrants**" means a warrant or right to purchase Post-Consolidation Harfang Shares granted in exchange for certain applicable LaSalle Warrants pursuant to the Plan of Arrangement;

(pp) "**Harfang Shares**" means the common shares which Harfang is authorized to issue as presently constituted and prior to giving effect to the Harfang Consolidation;

(qq) "**Harfang Stock Option Plan**" means the stock option plan of Harfang as currently in effect;

(rr) "**Harfang Stock Option Plan Amendment**" means the an amendment to the Harfang Stock Option Plan to, among other things, extend the expiry date of the Harfang Replacement Options issued to persons who will not be considered an "Eligible Person" (as defined in the Harfang Stock Option Plan) to the earlier of (i) the expiry date the LaSalle Options so replaced and (ii) the date that is twelve months from the Effective Date, in a form acceptable to both LaSalle and Harfang, each acting reasonably;

(ss) "**Harfang Subscription Receipt Holders**" means holders of the Harfang Subscription Receipts;

(tt) "**Harfang Subscription Receipts**" means the subscription receipts of Harfang that may be issued under the Harfang Financing, each of which would be deemed to be exercised and converted into one Post-Consolidation Harfang Share immediately after to the Effective Time and only after the Harfang Consolidation, without payment of any additional consideration and without further action on the part of the holder thereof, upon satisfaction of the Escrow Release Conditions and delivery of the Release Notice, subject to adjustment in certain events;

(uu) "**Harfang Termination Fee**" has the meaning ascribed thereto in section 6.3 hereof;

(vv) "**Hazardous Substance**" means any chemical, material or substance in any form, whether solid, liquid, gaseous, semisolid or any combination thereof, whether waste material, raw material, finished product, intermediate product, by-product or any other material or article, that is listed or regulated under any Environmental Laws as a hazardous substance, toxic substance, waste or contaminant or is otherwise listed or regulated under any Environmental Laws because it poses a hazard to human health or the environment, including petroleum products, asbestos, PCBs, urea formaldehyde foam insulation and lead-containing paints or coatings;

(ww) "**IFRS**" means International Financial Reporting Standards (IFRS);

(xx) "**Interim Order**" means the interim order of the Court, to be issued following the application therefor contemplated by Section 2.3 of this Agreement, in a form acceptable to LaSalle and Harfang, each acting reasonably, providing for, among other things, the calling and holding of the LaSalle Meeting, as such order may be amended, supplemented or varied by the Court (with the consent of LaSalle and Harfang, each acting reasonably);

(yy) "**Key Regulatory Approvals**" means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an order prohibiting closing being made) of Governmental Entities as set out in Schedule J hereto;

(zz) "**LaSalle**" means LaSalle Exploration Corp., a corporation existing under the laws of the Province of British Columbia;

(aaa) "**LaSalle Board**" means the board of directors of LaSalle;

(bbb) "**LaSalle Disclosure Documents**" means, without limitation, the prospectuses, annual information forms, annual and quarterly financial statements and related management discussion and analysis, offering memoranda, material change reports, press releases and any other documents or reports filed by or on behalf of LaSalle since January 1, 2019, and which are available on SEDAR

(ccc) "**LaSalle Disclosure Letter**" means the letter dated the date hereof delivered by LaSalle to Harfang in the form accepted by Harfang;

(ddd) "**Information Circular**" means the management information circular (including all appendices attached thereto), notice of meeting and proxy form to be sent by LaSalle to LaSalle Shareholders soliciting the approval of the Arrangement Resolution at the LaSalle Meeting;

(eee) "**LaSalle Material Contracts**" has the meaning ascribed thereto in section 3.2(ii);

(fff) "**LaSalle Material Properties**" means the Radisson Project, Egan Project and Blakelock Projects;

(ggg) "**LaSalle Meeting**" means the special meeting of LaSalle Shareholders, including any adjournment or adjournments or postponement or postponements thereof, to be called and held in accordance with the Interim Order and to be held for the purpose of obtaining approval of the LaSalle Shareholders of the Arrangement Resolution;

(hhh) "**LaSalle Optionholders**" means holders of LaSalle Options immediately prior to the Effective Time;

(iii) "**LaSalle Options**" means the outstanding stock options exercisable to acquire LaSalle Shares governed by the LaSalle Stock Option Plan and as listed in the LaSalle Disclosure Letter;

(jjj) "**LaSalle Properties**" has the meaning ascribed thereto in section 3.2(w);

(kkk) "**LaSalle Securityholders**" means the LaSalle Shareholders, the LaSalle Optionholders and the LaSalle Warrantholders;

(lll) "**LaSalle Shareholder Approval**" has the meaning ascribed thereto in subsection 2.3(c) hereof;

(mmm) "**LaSalle Shareholders**" means holders of LaSalle Shares;

(nnn) "**LaSalle Shares**" means the common shares which LaSalle is authorized to issue as presently constituted;

(ooo) "**LaSalle Stock Option Plan**" means the stock option plan of LaSalle as currently in effect;

(ppp) "**LaSalle Termination Fee**" has the meaning ascribed thereto in section 6.3 hereof;

(qqq) "**LaSalle Warrantholders**" means holders of LaSalle Warrants;

(rrr) "**LaSalle Warrants**" means the warrants to purchase LaSalle Shares listed in the LaSalle Disclosure Letter;

(sss) "**Lock-up Agreements**" means the lock-up and support agreements dated the date hereof and made between Harfang and the Locked-up Shareholders;

(ttt) "**Locked-up Shareholders**" means the Persons listed in Schedule G attached hereto;

(uuu) "**Material Adverse Change**" means, in respect of each of Harfang and LaSalle, any one or more changes, events or occurrences, and "**Material Adverse Effect**" means, in respect of each of Harfang and LaSalle, any state of facts, which, in either case, either individually or in the aggregate, are, or would reasonably be expected to be, material and adverse to the business, operations, results of operations, properties, assets, liabilities or condition (financial or otherwise) of Harfang, or of LaSalle, respectively, other than any change, effect, event, occurrence or state of fact (a) relating to changes in general economic, financial, banking or securities markets which does not have a materially disproportionate effect on Harfang relative to comparable companies, or on LaSalle relative to comparable companies, respectively, (b) affecting the mining industry in general and which does not have a materially disproportionate effect on Harfang relative to comparable companies, or on LaSalle relative to comparable companies, respectively, (c) resulting from changes in the price of gold, (d) arising directly as a result of generally applicable changes in law, (e) commencement, occurrence or continuation of any war, armed hostilities or acts of terrorism; (f) changes in political or civil conditions in any jurisdiction in which Harfang or LaSalle has projects, operates or carries on business that does not have a materially disproportionate effect on Harfang a relative to comparable companies, or on LaSalle relative to comparable companies, respectively; (g) any actions taken (or omitted to be taken) upon the request of Harfang or LaSalle, with respect to the other party, or pursuant to this Agreement; (h) relating to this Agreement, the Arrangement and the announcement thereof and in the case of LaSalle, relating to the communication by Harfang of its plans or intentions with respect to LaSalle, any changes in IFRS;

(vvv) "**MI 61-101**" means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*;

(www) "**Misrepresentation**" has the meaning ascribed thereto in the *Securities Act* (British Columbia), as amended;

(xxx) "**Party**" means either of Harfang or LaSalle, and "**Parties**" means Harfang and LaSalle, collectively;

(yyy) "**Person**" means any individual, corporation, firm, partnership (including, without limitation, a limited partnership), sole proprietorship, syndicate, joint venture, trustee, trust, unincorporated organization or association, Governmental Entity, tribunal or any other entity or organization whether or not having legal status;

(zzz) "**Plan**" or "**Plan of Arrangement**" means the plan of arrangement to be substantially in the form and content of Schedule A attached hereto as amended or varied pursuant to the terms hereof and thereof;

(aaaa) "**Post-Consolidation Harfang Shares**" means the common shares in the capital of Harfang after giving effect to the Harfang Consolidation;

(bbbb) "**Pre-Acquisition Reorganization**" has the meaning ascribed thereto in subsection 4.2(a) hereof;

(cccc) "**Qualified Person**" shall have the meaning ascribed to such term in National Instrument 43-101 – *Standards of Disclosure for Mineral Projects of the Canadian Securities Administrators*;

(dddd) "**Records and Data**" means all books, contracts, documents, technical information and data (in paper or electronic form), maps, surveys, drill core samples and assays owned by LaSalle;

(eeee) "**Registrar**" means the Registrar of Companies appointed pursuant to Section 400 of the BCBCA;

(ffff) "**Release Notice**" will have the meaning ascribed thereto in the Subscription Receipt Agreement, in the event the Subscription Receipt Agreement is entered into by the relevant Parties;

(gggg) "**SEC**" means the United States Securities and Exchange Commission;

(hhhh) "**Section 3(a)(10) Exemption**" has the meaning ascribed thereto in section 4.9 hereof;

(iiii) "**Securities Authority**" means the appropriate securities commissions or similar securities regulatory authorities in the United States (including the SEC) and in each of the provinces of Canada;

(jjjj) "**SEDAR**" means the System for Electronic Document Analysis and Retrieval described in National Instrument 13-101 of the Canadian Securities Administrators and available for public view at www.sedar.com;

(kkkk) "**Special Resolution**" has the meaning ascribed to such term in the BCBCA;

(llll) "**Subscription Receipt Agreement**" means the subscription receipt agreement to be entered into by Harfang and the escrow agent appointed thereunder providing for the creation of, and governing the terms of, the Harfang Subscription Receipts;

(mmmm) "**Superior Proposal**" means any unsolicited *bona fide* written Acquisition Proposal that the LaSalle Board determines in good faith (based upon the oral or written advice of its financial advisor and after consultation with external legal counsel) (i) is reasonably capable of being completed without undue delay relative to the completion of the Arrangement, taking into account all legal, financial, regulatory and other aspects of such proposal and the Person making such proposal, (ii) is not subject, either by the terms of such Acquisition Proposal or by virtue of any Applicable Law, to any requirement that the approval of the shareholders of the Person making the Acquisition Proposal be obtained, (iii) is not subject to a due diligence condition, (iv) is made for 100% of the LaSalle Shares or all or substantially all of the assets of LaSalle on a consolidated basis, in either case in compliance with Applicable Securities Laws, (v) is not conditional on obtaining financing, (vi) is made available to all LaSalle Shareholders on the same terms and conditions, and (vii) (A) a failure to recommend such Acquisition Proposal to the holders of LaSalle Shares would be inconsistent with its fiduciary duties under Applicable Laws, or (B) would or would be reasonably likely to, if completed in accordance with its terms (but not assuming away any risk of non-completion), result in a transaction financially superior to LaSalle Shareholders than the Arrangement;

(nnnn) "**Superior Proposal Notice**" has the meaning ascribed to such term in subsection 4.4(a) hereof;

(oooo) "**Tax**" and "**Taxes**" means all taxes, assessments, charges, dues, duties, rates, fees imposts, levies and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Entity, including all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all capital taxes, gross receipts taxes, environmental taxes and charges, sales taxes, use taxes, *ad valorem* taxes, value added taxes, subsoil use or extraction taxes and ownership fees, transfer taxes (including, without limitation, taxes relating to the transfer of interests in real property or entities holding interests therein), franchise taxes, licence taxes, withholding taxes, health taxes, payroll taxes, employment taxes, Canada or Quebec Pension Plan premiums, excise, severance, social security, workers' compensation, employment insurance or compensation taxes, mandatory pension and other social fund taxes or premium, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes, goods and services tax, harmonized sales tax, customs duties or other taxes, fees, imports, assessments or charges of any kind whatsoever, and any instalments in respect thereof, together with any interest, fines and any penalties or additional amounts imposed by any Taxing Authority (domestic or foreign) on such entity, and any interest, fines penalties, additional taxes and additions to tax imposed with respect to the foregoing and including any amount in respect of the foregoing as a transferee or successor, guarantor or surety or in a similar capacity under any contract, arrangement, agreement, understanding, or commitment (whether written or oral) or by operation of law and any liability for the payment of any taxes described herein as a result of being a member of an affiliated, consolidated, combined or unitary group for any period as a result of any tax sharing or tax allocation agreement, arrangement or understanding;

(pppp) "**Tax Act**" means the *Income Tax Act* (Canada), as amended and the regulations thereunder, as amended;

(qqqq) "**Tax Return**" means any return, election, declaration, report, notices, filings, forms, claim for refund, information return, statement or other document, whether tangible, electronic or other form, relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof;

(rrrr) "**Taxing Authority**" means any Governmental Entity exercising regulatory authority in respect of any Taxes;

(ssss) "**Termination Deadline**" means April 30, 2022 or such other date as the Parties may otherwise agree upon in writing;

(tttt) "**Termination Fee**" has the meaning ascribed to such term in section 6.3 hereof;

(uuuu) "**Third Party Beneficiaries**" has the meaning ascribed thereto in subsection 4.8(a) hereof;

(vvvv) "**TSX-V**" means the TSX Venture Exchange;

(wwww) "**United States**" or "**U.S**." means the United States of America, its territories and possessions, any State of the United States and the District of Columbia;

(xxxx) "**United States Securities Laws**" means the 1933 Act, the 1934 Act and the 1940 Act, together with the applicable blue sky or securities legislation in the states of the United States;

(yyyy) "**U.S. Person**" has the meaning ascribed to it in Regulation S of the 1933 Act; and

(zzzz) "**U.S. Tax Code**" means the United States Internal Revenue Code of 1986.

In addition, words and terms used but not defined herein that are defined in the BCBCA shall have the same meaning herein as in the BCBCA unless the context otherwise requires.

Number and Gender

1.2 In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders and neuter.

Interpretation Not Affected by Headings

1.3 The division of this Agreement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. The terms "**this Agreement**", "**hereof**"', "**herein**", "**hereto**", "**hereunder**" and similar expressions refer to this Agreement and the schedules attached hereto and not to any particular article, section or other portion hereof and include any **agreement**, schedule or instrument supplementary or ancillary hereto or thereto. The word "**including**", when following a general statement or term, is not to be construed as limiting the general statement or term to any specific item or matter set forth or to similar items or matters, but rather as permitting the general statement or term to refer also to all other items or matters that could reasonably fall within its broadest possible scope.

Date of Any Action

1.4 If the date on which any action is required to be taken hereunder by any Party is not a Business Day, that action will be required to be taken on the next succeeding day which is a Business Day.

References to Statutes

1.5 A reference to a statute includes all regulations made thereunder, all amendments to the statute or regulations in force from time to time, and every statute or regulation that supplements or supersedes such statute or regulations.

References to Persons

1.6 A reference to a Person includes any successor to that Person.

Accounting Matters

1.7 Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributed thereto under IFRS and all determinations of an accounting nature required to be made shall be made in a manner consistent with IFRS consistently applied.

Knowledge

1.8 Each reference herein to the knowledge of Harfang means, unless otherwise specified, the actual knowledge of the Chief Executive Officer and Chief Financial Officer of Harfang after reasonable inquiry within Harfang. Each reference herein to the knowledge of LaSalle means, unless otherwise specified, the actual knowledge of the Non-Executive Chairman and the Chief Financial Officer of LaSalle after reasonable inquiry within LaSalle.

Currency

1.9 All sums of money referred to in this Agreement shall mean Canadian funds.

Disclosure Letters

1.10 Any reference to a matter being disclosed in the Harfang Disclosure Letter or the LaSalle Disclosure Letter shall mean disclosure in such section of the Harfang Disclosure Letter or the LaSalle Disclosure Letter, as applicable that corresponds to the relevant section of this Agreement.

Schedules

1.11 The following are the schedules attached to and incorporated in this Agreement by reference and deemed to be part hereof:

SCHEDULE A	-	Plan of Arrangement
SCHEDULE B	-	Directors and Officers of Harfang
SCHEDULE C	-	Harfang Properties
SCHEDULE D	-	Intentionally left blank
SCHEDULE E	-	Directors and Officers of LaSalle
SCHEDULE F	-	LaSalle Properties
SCHEDULE G	-	Locked-Up Shareholders
SCHEDULE H	-	Material Contracts of LaSalle
SCHEDULE I	-	Arrangement Resolution
SCHEDULE J	-	Key Regulatory Approvals

ARTICLE 2
THE ARRANGEMENT

Arrangement

2.1 The Parties agree to effect the Arrangement under the BCBCA pursuant to the terms and conditions set out in this Agreement and the Plan of Arrangement pursuant to which (among other things) each LaSalle Shareholder (other than Harfang and those LaSalle Shareholders that have validly exercised their Dissent Rights) shall receive the Consideration Shares.

Effective Date

2.2 The Arrangement shall become effective at the Effective Time on the Effective Date.

Interim Order

2.3 As soon as is reasonably practicable after the date of execution of this Agreement, LaSalle shall file, proceed with and diligently prosecute an application to the Court for the Interim Order, on terms and conditions acceptable to Harfang and LaSalle, each acting reasonably, which application shall request that the Interim Order provide, among other things:

(a) for the class of Persons to whom notice is to be provided in respect of the Arrangement and for the LaSalle Meeting and for the manner in which such notice is to be provided;

(b) that the Information Circular be prepared and distributed to the LaSalle Shareholders in accordance with Applicable Securities Laws no later than twenty one (21) days prior to the date of the LaSalle Meeting;

(c) that the requisite approval for the Arrangement Resolution shall be: (A) 66⅔% of the votes cast on the Arrangement Resolution by the LaSalle Shareholders present in person (which may include virtual appearance if permitted by Law) or by proxy at the LaSalle Meeting, and (B) a majority of the votes cast by the LaSalle Shareholders present in person (which may include virtual appearance if permitted by Law) or by proxy at the LaSalle Meeting excluding for this purpose votes attached to the LaSalle Shares held by persons described in items (a) through (d) of section 8.1(2) of MI 61-101, if required (collectively, the "**LaSalle Shareholder Approval**");

(d) for the grant of Dissent Rights to registered holders of LaSalle Shares, as contemplated in the Plan of Arrangement;

(e) that, in all other respects, the terms, restrictions and conditions of the notice of articles and articles of LaSalle, including the quorum requirement and other matters, shall apply in respect of the LaSalle Meeting;

(f) that the LaSalle Meeting may be adjourned or postponed from time to time by management of LaSalle in accordance with the terms of this Agreement without the need for any additional approval of the Court;

(g) that the Parties intend to rely upon the exemption from registration provided by the Section 3(a)(10) Exemption, subject to and conditioned on the Court's determination that the Arrangement is substantively and procedurally fair to the LaSalle Securityholders, with respect to the issuance of the Consideration Shares, the Harfang Replacement Options and Harfang Replacement Warrants, if any, to the LaSalle Securityholders pursuant to the Arrangement, to implement the transactions contemplated hereby in respect of the LaSalle Securityholders; and

(h) confirmation of the record date for the purpose of determining LaSalle Shareholders entitled to receive notice of, and to vote at, the LaSalle Meeting, in accordance with the Interim Order;

(i) that the record date for LaSalle Shareholders entitled to notice of and to vote at the LaSalle Meeting will not, unless agreed to in writing by Harfang and LaSalle, change in respect of any adjournment(s) of the LaSalle Meeting;

(j) that each LaSalle Securityholders and any other affected person shall have the right to appear before the Court at the hearing of the Court to approve the application for the Final Order so long as they enter a response within a reasonable time.

(k) for the notice requirements with respect to the presentation of the application to the Court for the Final Order; and

(l) for such other matters as Harfang may reasonably require in connection with the Arrangement.

LaSalle Meeting

2.4 Subject to the receipt of the Interim Order and terms and conditions of this Agreement:

(a) LaSalle agrees to convene and conduct the LaSalle Meeting in accordance with the Interim Order, LaSalle's constating documents, this Agreement and Applicable Laws, on or before March 31, 2022, provided that Harfang has complied with its obligations pursuant to section 2.4(c). LaSalle agrees that it shall, in consultation with Harfang, fix and publish a record date for the purposes of determining the LaSalle Shareholders and other classes of Persons entitled to receive notice of and vote at the LaSalle Meeting in accordance with the Interim Order;

(b) except as required for quorum purposes, by Applicable Laws or by valid LaSalle Shareholder action or as otherwise permitted under this Agreement, including without limitation pursuant to section 4.2, section 4.4 or section 5.5, LaSalle shall not adjourn, postpone or cancel, or propose or permit the adjournment, postponement or cancellation of, the LaSalle Meeting without Harfang's prior written consent;

(c) if determined necessary by the parties, in a timely and expeditious manner, LaSalle shall (A) take all commercially reasonable lawful action to solicit proxies in favour of the Arrangement Resolution including, without limitation, if determined required by both parties, retaining a proxy solicitation agent, to solicit proxies in favour of the Arrangement Resolution, (B) in any event recommend to holders of LaSalle Shares that they vote in favour of the Arrangement Resolution, and (C) not withdraw, modify, qualify or change in a manner adverse to Harfang, or publicly state that it intends to withdraw, modify, qualify or change in a manner adverse to Harfang, such recommendation, except, in each case, as expressly permitted by this Agreement;

(d) in a timely and expeditious manner, LaSalle shall provide notice to Harfang of the LaSalle Meeting and allow representatives of Harfang to attend the LaSalle Meeting;

(e) LaSalle shall use its commercially reasonable efforts to advise Harfang, at least on a daily basis, if requested by Harfang, on each of the seven (7) Business Days prior to the date of the LaSalle Meeting, as to the aggregate tally of the proxies received by LaSalle in respect of the Arrangement Resolution, or at such other times or such other intervals as Harfang may reasonably request;

(f) LaSalle shall provide Harfang with a copy of any purported exercise of the Dissent Rights and written communications with any LaSalle Shareholder purportedly exercising such Dissent Rights, including any withdrawal of Dissent Rights, and shall not settle or compromise any action brought by any present, former or purported holder of any LaSalle securities in connection with the Arrangement without the prior consent of Harfang; and

(g) Promptly upon the request of Harfang LaSalle will use its commercially reasonable efforts to prepare or cause to be prepared and provide to Harfang a list of LaSalle Securityholders of all classes, as well as a security position listing from each depositor of its securities, including CDS Clearing and Depositary Services Inc., and will obtain and will deliver to Harfang thereafter on demand supplemental lists setting out any changes thereto, all such deliveries to be in printed form and, if available, in computer-readable format.

Information Circular

2.5 Subject to receipt of the Interim Order and the terms of this Agreement:

(a) in a timely and expeditious manner, LaSalle shall prepare the Information Circular in compliance with all Applicable Securities Laws and file the Information Circular as soon as practicable, and in any event on or before March 31, 2022, in all jurisdictions where the same is required to be filed and mail the same as required by the Interim Order and in accordance with all Applicable Laws, in all jurisdictions where the same is required, complying in all material respects with all Applicable Laws on the date of mailing thereof;

(b) LaSalle shall ensure that the Information Circular complies in all material respects with all Applicable Laws, and, without limiting the generality of the foregoing, that the Information Circular will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made (other than in each case with respect to any information relating to Harfang and its affiliates) and shall provide LaSalle Securityholders with information in sufficient detail to permit them to form a reasoned judgment concerning the matters to be placed before them at the LaSalle Meeting. Subject to Section 4.3, the Information Circular will include the unanimous recommendation of the LaSalle Board that the LaSalle Shareholders vote in favour of the Arrangement Resolution, and a statement that each director of LaSalle intends to vote all of such director's LaSalle Shares, and LaSalle Options and LaSalle Warrants as applicable (including any LaSalle Shares issued upon the exercise of any LaSalle Options and LaSalle Warrants) in favour of the Arrangement Resolution, subject to the other terms of this Agreement and the Lock-Up Agreements.

(c) Harfang will furnish to LaSalle all such information regarding Harfang, its affiliates and the Consideration Shares, as may be reasonably required by by LaSalle (including, as required by section 14.2 of Form 51-102F5) in the preparation of the Information Circular and other documents related thereto. Harfang shall also use commercially reasonable efforts to obtain any necessary consents from Qualified Persons and its auditors to the use of any financial or technical information required to be included in the Information Circular. Harfang shall ensure that no such information will include any untrue statement of a material fact or omit to state a material fact required to be stated in the Information Circular in order to make any information so furnished or any information concerning Harfang not misleading in light of the circumstances in which it is disclosed and shall constitute full, true and plain disclosure of such information concerning Harfang.

(d) Harfang and its legal counsel shall be given a reasonable opportunity to review and comment on the Information Circular, prior to the Information Circular being printed and mailed to the LaSalle Securityholders and filed with the Securities Authorities, and reasonable consideration shall be given to any comments made by Harfang and its counsel, provided that all information relating solely to Harfang included in the Information Circular shall be in form and content satisfactory to Harfang, acting reasonably. LaSalle shall provide Harfang with a final copy of the Information Circular prior to mailing to the LaSalle Securityholders.

(e) LaSalle and Harfang shall each promptly notify the other if at any time before the Effective Date it becomes aware (in the case of LaSalle only with respect to LaSalle and in the case of Harfang only with respect to Harfang) that the Information Circular contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the Information Circular, and the Parties shall co-operate in the preparation of any amendment or supplement to the Information Circular, as required or appropriate, and LaSalle shall promptly mail or otherwise publicly disseminate any amendment or supplement to LaSalle Circular to the LaSalle Securityholders and, if required by the Court or Applicable Laws, file the same with the Securities Authorities and as otherwise required.

(f) LaSalle shall keep Harfang informed of any requests or comments made by Securities Authorities in connection with the Information Circular.

Final Order

2.6 If: (i) the Interim Order is obtained; (ii) the Arrangement Resolution is approved at the LaSalle Meeting by the LaSalle Shareholders in accordance with the provisions of the Interim Order and as required by Applicable Law, LaSalle shall forthwith take all actions necessary or desirable to submit the Arrangement to the Court and to apply to the Court for the Final Order pursuant to section 291 of the BCBCA in form and substance satisfactory to Harfang, including forthwith filing, proceeding with and diligently prosecuting an application for the Final Order (and in any event within three (3) Business Days after such approval of the Arrangement Resolution) which application shall be in form and substance satisfactory to the Parties, acting reasonably.

Court Proceedings

2.7 Subject to the terms of this Agreement, Harfang will cooperate with and assist LaSalle in seeking the Interim Order and the Final Order, including by providing LaSalle on a timely basis any information reasonably required to be supplied by Harfang in connection therewith. LaSalle will provide legal counsel to Harfang with reasonable opportunity to review and comment upon drafts of all material to be filed with the Court in connection with the Arrangement, and will give reasonable consideration to all such comments. Subject to Applicable Laws, LaSalle will not file any material with the Court in connection with the Arrangement or serve any such material, and will not agree to modify or amend materials so filed or served, except as contemplated by this section 2.7 or with Harfang's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed; provided that nothing herein shall require Harfang to agree or consent to any increase in the Consideration Shares or other modification or amendment to such filed or served materials that expands or increases Harfang's obligations set forth in any such filed or served materials or under this Agreement or the Arrangement. LaSalle shall also provide to Harfang's legal counsel on a timely basis copies of any response to petition or notice of intent to oppose or any notice of appearance or other Court documents served on LaSalle in respect of the application for the Interim Order or the Final Order or any appeal therefrom and of any notice, whether written or oral, received by LaSalle indicating any intention to oppose the granting of the Interim Order or the Final Order or to appeal the Interim Order or the Final Order. LaSalle will ensure that all materials filed with the Court in connection with the Arrangement are consistent in all material respects with the terms of this Arrangement Agreement and the Plan of Arrangement. In addition, LaSalle will not object to legal counsel to Harfang making such submissions on the hearing of the motion for the Interim Order and the application for the Final Order as such counsel considers appropriate. LaSalle will also oppose any proposal from any party that the Final Order contain any provision inconsistent with this Arrangement Agreement, provided that such submissions are consistent with this Agreement and LaSalle's obligations in section 2.7 and provided further that LaSalle and its legal counsel are advised of the nature of any such submissions prior to the hearing. If at any time after the issuance of the Final Order and prior to the Effective Date, LaSalle is required by the terms of the Final Order or by Applicable Laws to return to Court with respect to the Final Order, it shall do so after notice to, and in consultation and cooperation with, Harfang, acting reasonably.

Closing

2.8 Unless this Agreement is terminated pursuant to the provisions hereof, not later than the third business day after confirmation in writing from the Parties of the satisfaction or, where not prohibited, the waiver of the conditions (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction or, where not prohibited, the waiver of those conditions as of the Effective Date) set forth in Article 5, unless another time or date is agreed to in writing by the Parties, the Effective Date shall occur and LaSalle shall file with the Registrar any records, information or other documents required to be filed with the Registrar in connection with the Arrangement, if any. From and after the Effective Time, the Plan of Arrangement will have all of the effects provided by applicable Law, including the BCBCA. The closing of the Arrangement will take place electronically, or, with the consent of the Parties, at the offices of Armstrong Simpson, 777 Hornby Street, Suite 2080, Vancouver, British Columbia, V6Z 1S4 at 10:00 am (Vancouver time) on the Effective Date, or at such other time and place as may be agreed to by the Parties.

Preparation Filings

2.9 Harfang and LaSalle shall co-operate in the preparation of any application for the Key Regulatory Approvals and any other orders, registrations, consents, filings, rulings, exemptions, no-action letters and approvals and the preparation of any documents reasonably deemed by either of the Parties to be necessary to discharge its respective obligations or otherwise advisable under Applicable Laws in connection with this Agreement or the Plan of Arrangement.

Payment of Consideration

2.10 Harfang will, following the Final Order, and prior to the Effective Date, ensure that the Depositary has been provided with sufficient Consideration Shares in escrow to satisfy the aggregate Consideration Shares payable pursuant to the Plan of Arrangement (other than Harfang

Shares to LaSalle Shareholders exercising Dissent Rights and who have not withdrawn their notice of objection).

Withholding Rights

2.11 Harfang, LaSalle and the Depositary, as applicable, shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable to any Person hereunder and from all dividends or other distributions otherwise payable to any former LaSalle Securityholders such amounts as Harfang, LaSalle or the Depositary may be required to deduct and withhold with respect to such payment under the Tax Act, U.S. Tax Code or any provision of any applicable federal, provincial, state, local or foreign tax law, in each case, as amended. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to such Person in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate Taxing Authority in accordance with Applicable Laws.

Announcement and Shareholder Communications

2.12 Harfang and LaSalle shall jointly publicly announce the transactions contemplated hereby promptly following the execution of this Agreement by Harfang and LaSalle, the text and timing of such announcement to be approved by Harfang and LaSalle in advance, acting reasonably, and subject to prior approval of the TSX-V and applicable Securities Authorities. Harfang and LaSalle agree to co-operate in the preparation of presentations, if any, to LaSalle Shareholders regarding the Plan of Arrangement, and neither LaSalle nor Harfang shall: (i) issue any news release or otherwise make public announcements with respect to this Agreement or the Plan of Arrangement without the consent of the other Party (which consent shall not be unreasonably withheld or delayed); or (ii) make any filing with any Governmental Entity or with the TSX-V with respect thereto without prior consultation with the other Party; provided, however, that the foregoing shall be subject to each Party's overriding obligation to make any disclosure or filing required under applicable Laws or stock exchange rules, and the Party making such disclosure shall use all commercially reasonable efforts to give prior oral or written notice to the other Party and reasonable opportunity to review or comment on the disclosure or filing, and if such prior notice is not possible, to give such notice immediately following the making of such disclosure or filing.

U.S. Securities Law Matters

2.13 The Parties intend that the Arrangement shall be carried out such that the issuance of the Consideration Shares, Harfang Replacement Options and Harfang Replacement Warrants, if any, to LaSalle Securityholders in exchange for LaSalle Shares, LaSalle Options and LaSalle Warrants, respectively, qualifies for the exemption from the registration requirements of the U.S. Securities Act provided by the Section 3(a)(10) Exemption and applicable U.S. state securities laws in reliance upon similar exemptions under applicable U.S. state securities laws. Each Party agrees to act in good faith, consistent with the intent of the Parties and the intended treatment of the Arrangement as set forth in this Section 2.13. In order to ensure the availability of the Section 3(a)(10) Exemption, the Parties agree that the Arrangement will be carried out on the following basis:

(a) the Arrangement will be subject to the approval of the Court;

(b) the Court will be advised as to the intention of the Parties to rely on the Section 3(a)(10) Exemption prior to the Court hearing required to issue the Interim Order;

(c) the Court will be required to satisfy itself as to the substantive and procedural fairness of the Arrangement to the LaSalle Securityholders;

(d) the Court will hold a hearing before approving the procedural and substantive fairness of the terms and conditions of the Arrangement;

(e) the Final Order will expressly state that the Arrangement is approved by the Court as being substantively and procedurally fair to the Company Securityholders to whom Consideration Shares, Harfang Replacement Options and Harfang Replacement Warrants, if any, will be issued;

(f) the Parties will ensure that each LaSalle Securityholder entitled to receive Consideration Shares, Harfang Replacement Options and Harfang Replacement Warrants, on completion of the Arrangement will (i) be given adequate notice advising them of their right to attend the Court hearing and providing them with sufficient information necessary for them to exercise that right, (ii) be advised that the Consideration Shares, Harfang Replacement Options and Harfang Replacement Warrants, if any, issuable pursuant to the Arrangement have not been and will not be registered under the U.S. Securities Act and will be issued by Harfang in reliance on the Section 3(a)(10) Exemption, and that certain restrictions on resale under the securities laws of the United States, including, as applicable, Rule 144 under the U.S. Securities Act, may be applicable with respect to securities issued to affiliates of Harfang, and (iii) be advised that the Section 3(a)(10) Exemption does not exempt the issuance of securities upon the exercise of such Harfang Replacement Options and Harfang Replacement Warrants, if any, and, therefore, the underlying Post-Consolidation Harfang Shares issuable upon the exercise of the Harfang Replacement Options and Harfang Replacement Warrants, if any, cannot be issued in the United States or to a person in the United States in reliance upon the Section 3(a)(10) Exemption and the Harfang Replacement Options and Harfang Replacement Warrants, if any, may only be exercised pursuant to an effective registration statement or pursuant to a then available exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws, if any;

(g) the Interim Order will specify that each Harfang Securityholder entitled to receive Consideration Shares, Harfang Replacement Options and Harfang Replacement Warrants, if any, on completion of the Arrangement will have the right to appear before the Court at the Court hearing on the Final Order so long as such LaSalle Securityholder enters an appearance within a reasonable time and in accordance with the requirements of the Section 3(a)(10) Exemption; and

(h) Harfang will request that the Final Order include a statement to substantially the following effect: "This Order will serve as a basis of a claim to an exemption, pursuant to the Section 3(a)(10) Exemption, as amended, from the registration requirements otherwise imposed by that act, regarding the distribution of securities of Harfang, pursuant to the Plan of Arrangement."

U.S. Tax Matters

2.14 The Arrangement is intended to qualify as a reorganization within the meaning of Section 368(a)(1)(B) of the U.S. Tax Code and the Treasury Regulations promulgated thereunder, and this Agreement, together with the Plan of Arrangement, is intended to be, and is hereby adopted as a "plan of reorganization" within the meaning of the Treasury Regulations promulgated under Section 368 of the U.S. Tax Code. Each Party agrees to treat the Arrangement as a reorganization within the meaning of Section 368(a) of the U.S. Tax Code for all United States federal income tax purposes, to treat this Agreement, together with the Plan of Arrangement, as a "plan of reorganization" within the meaning of the Treasury Regulations promulgated under Section 368 of the U.S. Tax Code, and to not take any position on any Tax return or otherwise take any Tax reporting position inconsistent with such treatment, unless otherwise required by applicable Law. Following the Effective Date, the Acquiror will prepare and file in accordance with Treasury Regulations (including by posting a copy on the investor relations section of its website) an IRS Form 8937 with respect to the Arrangement. Each Party agrees to act in good faith, consistent with the intent of the Parties and the intended treatment of the Arrangement as set forth herein and to use commercially reasonable efforts to not take any action, or knowingly fail to take any action, if such action or failure to act would reasonably be expected to prevent the Arrangement from qualifying as a reorganization within the meaning of Section 368(a) of the U.S. Tax Code.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

Representations and Warranties of Harfang

3.1 Harfang hereby represents and warrants to LaSalle as follows as of the date hereof and acknowledges that LaSalle is relying upon these representations and warranties in connection with the Arrangement and the other transactions contemplated herein and in entering into this Agreement:

(a) **Organization of Harfang.** Harfang has been incorporated and continued, is subsisting and has full corporate and legal power and authority to own its property and assets and to conduct its business as currently owned and conducted.

(b) **Capitalization.** Harfang is authorized to issue an unlimited number of common shares. As of the date of this Agreement, there are outstanding: (i) 69,533,722 Harfang Shares; (ii) 2,307,500 Harfang Shares reserved for issue upon exercise of the Harfang Options; (iii) 8,583,571 Harfang Shares reserved for issue upon exercise of the Harfang Warrants; and (iv) the Harfang Subscription Receipts, to the extent they are issued and outstanding prior to the entering into of this Agreement; all outstanding Harfang Shares have been authorized and are validly issued and outstanding as fully paid and non-assessable shares, free of pre-emptive rights. Other than as set forth in this section 3.1(b), and the Harfang Disclosure Letter, there are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) obligating Harfang to issue or sell any shares of Harfang or any securities or obligations of any kind convertible into or exchangeable or exercisable for any shares of Harfang. As of the date hereof, there are no outstanding bonds, debentures or other evidences of indebtedness of Harfang having the right to vote with the shareholders of Harfang on any matter. There are no outstanding contractual obligations of Harfang to repurchase, redeem or otherwise acquire any outstanding Harfang Shares or with respect to the voting or disposition of any outstanding Harfang Shares.

(c) **Authority.** Harfang has all necessary power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by Harfang as contemplated by this Agreement, and to perform its obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by Harfang and the completion by Harfang of the transactions contemplated by this Agreement have been authorized by the Harfang Board and no other corporate proceedings on the part of Harfang are necessary to authorize this Agreement or to complete the transactions contemplated hereby. This Agreement has been executed and delivered by Harfang and constitutes a legal, valid and binding obligation of Harfang, enforceable against Harfang in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other Applicable Laws relating to or affecting creditors' rights generally and to general principles of equity.

(d) **Harfang Board Matters.** The Harfang Board has:

(i) approved the Arrangement and the other transactions contemplated herein and authorized the entering into of this Agreement, the execution thereof, and the performance of its provisions by Harfang; and

(ii) determined that the Arrangement is fair to the Harfang Shareholders and that the Arrangement is in the best interests of Harfang.

(e) **Shareholder Approval.** No vote or approval of the holders of Harfang Shares or the holder of any other securities of Harfang is necessary to approve this Agreement or the Arrangement.

(f) **No Conflict or Violation.** Subject to receipt of the consents set out in subsection 3.1(h) hereof, the execution and delivery of this Agreement and the completion of the Arrangement and the other transactions contemplated herein do not and will not:

(i) result in a violation, contravention or breach of, require any consent to be obtained under or give rise to the right to receive any extraordinary or accelerated payment or any termination rights under any provision of:

A. the articles and bylaws or equivalent of Harfang,

B. any Applicable Laws, or

C. any contract, agreement, license or permit to which Harfang is bound or is subject to or of which Harfang is the beneficiary,

that would, individually or in the aggregate, have a Material Adverse Effect on Harfang;

(ii) give rise to any right of termination or acceleration of indebtedness, or cause any indebtedness owing by Harfang to come due before its stated maturity or cause any available credit to cease to be available which would, individually or in the aggregate, have a Material Adverse Effect on Harfang;

(iii) entitle any “related party” (as such term is defined in MI 61-101) of Harfang to receive, directly or indirectly, any “collateral benefit” (as such term is defined in MI 61-101);

(iv) result in the imposition of any Encumbrance upon any of the property or assets of Harfang or restrict, hinder, impair or limit the ability of Harfang to conduct the business of Harfang as and where it is now being conducted which would, individually or in the aggregate, have a Material Adverse Effect on Harfang; or

(v) result in any payment (including severance, unemployment compensation, “golden parachute”, bonus or otherwise) becoming due to any director, officer or employee of Harfang (whether automatically or solely upon further action on the part of such director, officer of employee) or increase any benefits otherwise payable under any pension or benefits plan of Harfang or result in the acceleration of the time of payment or vesting of any such benefits.

(g) **No Contracts or Commitments.** There are no agreements, covenants, undertakings or other commitments of or on behalf of Harfang under which the completion of the Arrangement or other transactions contemplated herein would:

(i) have the effect of imposing restrictions or obligations on Harfang;

(ii) give a third party a right of first refusal under or right to terminate any contract to which Harfang or any Harfang Subsidiary is a party or to which any agent or consultant acting on behalf of any of the foregoing, is a party; or

(iii) impose restrictions on the ability of Harfang or any Harfang Subsidiary to pay any dividends or make other distributions to its shareholders.

(h) **Consents.** No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other Person is required to be obtained or made by Harfang in connection with the execution and delivery of this Agreement or the completion of the Arrangement and the other transactions contemplated herein other than:

(i) any approvals required by the Interim Order or the Final Order;

(ii) the approval of the TSX-V to list the Post-Consolidation Harfang Shares issuable to LaSalle Shareholders pursuant to the Plan of Arrangement or issuable upon the exercise or conversion of Replacement Hargfang Options and the Replacement Hargfang Options (or other Harfang securities issued in exchange therefor) and any filings or approvals required under the *Business Corporations Act* (Québec) or under Applicable Securities Laws; and

(iii) any other consents, approvals, orders, authorizations, declarations or filings of or with a Governmental Entity which, if not obtained, either individually or in the aggregate would not, and either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Harfang or a material impact on the ability of Harfang to complete the Arrangement or any other transactions contemplated herein.

(i) **Post-Consolidation Harfang Shares.** The Post-Consolidation Harfang Shares to be issued to LaSalle Shareholders pursuant to the Plan of Arrangement will, upon issue, be issued as fully paid and non-assessable shares of Harfang and in compliance with or exempt from applicable prospectus requirements under Canadian Securities Laws, and the first trade of such Post-Consolidation Harfang Shares after the Effective Time will be exempt from such prospectus requirements provided that the trade is not a “control distribution” (as defined in section 1.1 of National Instrument 45-102), no unusual effort is made to prepare the market or to create a demand for such Harfang Shares that are subject to the trade, and if a LaSalle Shareholder is an insider or officer of Harfang he has no reasonable grounds to believe that Harfang is in default of securities legislation.

(j) **Listing and Reporting Issuer Status**. The outstanding Harfang Shares are listed on the TSX-V, and Harfang does not have any other class of securities listed on the TSX-V nor has it listed any of its outstanding securities on any other stock exchange. Harfang is a reporting issuer in each of the provinces of British Columbia, and Alberta and is not a reporting issuer in any other Canadian jurisdiction or the equivalent of a reporting issuer in any foreign jurisdiction. Neither Harfang nor, to the knowledge of Harfang, any of its directors, officers or promoters is subject to any cease trade or other order under Applicable Securities Laws and, to the knowledge of Harfang, no investigation or other proceedings involving Harfang or any of its directors, officers or promoters which may operate to prevent or restrict trading of any securities of Harfang are currently in progress or pending before any stock exchange or under Applicable Securities Laws.

(k) **Harfang Disclosure Documents.** Harfang is current with all filings required to be made by it under Applicable Securities Laws. The information and statements contained in the Harfang Disclosure Documents at the respective dates of such information and statements (i) did not contain a Misrepresentation, and (ii) complied with Applicable Securities Laws. Harfang has not filed any confidential material change, confidential treatment requests or other report or other document with any Securities Authority or stock exchange which at the date hereof remains confidential.

(l) **Absence of Certain Changes or Events.** Other than as disclosed in the Harfang Disclosure Documents, since February 1, 2021:

(i) Harfang has conducted its business only in the ordinary and regular course of business consistent with past practice;

(ii) Harfang has not incurred or suffered a Material Adverse Change and there has not been any event, circumstance or occurrence which has had or is reasonably likely to give rise to a Material Adverse Change;

(iii) there has not been any acquisition or sale by Harfang of any material property or assets;

(iv) there has not been any incurrence, assumption or guarantee by Harfang of any debt for borrowed money, any creation or assumption by Harfang of any Encumbrance, any making by Harfang of any loan, advance or capital contribution to, or investment in, any other Person;

(v) Harfang has not effected any material change in its accounting methods, principles or practices;

(vi) Harfang has not declared or paid any dividends or made any other distributions on any of the Harfang Shares;

(vii) Harfang has not effected or passed any resolution to approve a split, consolidation or reclassification of any of the outstanding Harfang Shares;

(viii) other than in the ordinary and regular course of business consistent with past practice, there has not been any material increase in or modification of the compensation payable to or to become payable by Harfang to any of their respective directors, officers, employees or consultants or any grant to any such director, officer, employee or consultant of any increase in severance or termination pay or any increase or modification of any bonus, pension, insurance or benefit arrangement (including, without limitation, the granting of Harfang Options pursuant to Harfang's stock option plan) to, for or with any of such directors, officers, employees or consultants; and

(ix) neither Harfang nor any Harfang Subsidiary has adopted, or materially amended, any material contract, collective bargaining agreement, bonus, pension, profit sharing, stock purchase, stock option or other benefit plan.

(m) **Financial Statements.** The financial statements of Harfang forming part of the Harfang Disclosure Documents have been prepared in accordance with IFRS consistently applied and fairly present in all material respects the financial condition of Harfang at the respective dates indicated therein and the results of operations of Harfang for the periods covered therein. Harfang does not have any liability or obligation (including, without limitation, liabilities or obligations to fund any operations or work or exploration programs, or to give any guarantees), whether accrued, absolute, contingent or otherwise, not reflected in the unaudited condensed interim financial statements of Harfang and the notes thereto for the nine months ended October 31, 2021, except liabilities and obligations incurred in the ordinary and regular course of business consistent with past practice. There are reasonable grounds for believing that (i) Harfang is able to pay its liabilities as they become due and (ii) the realizable value of the property and assets of Harfang are not less than the aggregate of the liabilities thereof and the stated capital of all classes of shares thereof.

(n) **Compliance with Laws.** Harfang has complied with, and their respective operations have been conducted in accordance with, all Applicable Laws, orders, judgments and decrees other than any non-compliance which would, individually or in the aggregate, not have a Material Adverse Effect on Harfang. Without limiting the generality of the foregoing, since June 22, 2017, all outstanding securities of Harfang (including the Harfang Shares, the Harfang Options and the Harfang

Warrants) have been issued in compliance with all Applicable Securities Laws and all securities of Harfang to be issued upon exercise of any Harfang Options and any Harfang Warrants prior to the Effective Time will be issued in compliance with all Applicable Securities Laws.

(o) **Litigation.** There are no claims, actions, suits, proceedings or investigations commenced or, to the knowledge of Harfang, threatened or contemplated against or affecting Harfang or affecting any of their respective properties or assets before any Governmental Entity or before or by any Person or before any arbitrator of any kind which, individually or in the aggregate, would prevent or hinder the consummation of the Arrangement or other transactions contemplated herein or which, individually or in the aggregate, involve the possibility of any judgement or liability which could be reasonably expected to have a Material Adverse Effect on Harfang.

(p) **No Insolvency.** Harfang is not insolvent within the meaning of applicable bankruptcy, insolvency or fraudulent conveyance laws. No act or proceeding has been taken or, to the knowledge of Harfang, is threatened by or against Harfang in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of Harfang or the appointment of a trustee, receiver, manager or other administrator of Harfang or any of their respective properties or assets. Harfang has not sought protection under the *Bankruptcy and Insolvency Act* (Canada) or the *Companies' Creditors Arrangement Act* (Canada) or any similar legislation in the home jurisdiction of such entity.

(q) **Books and Records**. The corporate records and minute books of Harfang have been maintained in accordance with all Applicable Laws and are complete and accurate in all material respects. Financial books and records and accounts of Harfang (i) have been maintained in accordance with good business practices on a basis consistent with prior years and past practice, (ii) are stated in reasonable detail and accurately and fairly reflect the transactions and acquisitions and dispositions of property or assets of Harfang, and (iii) accurately and fairly reflect the basis for the financial statements of Harfang, in each case in all material respects. Harfang has devised and maintains a system of internal accounting controls sufficient to provide reasonable assurances that, in all material respects (A) transactions are executed in accordance with the general or specific authorization of the management of Harfang, (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS or any criteria applicable to such financial statements and to maintain accountability for assets and liabilities, (C) access to assets of Harfang is permitted only in accordance with the general or specific authorization of management of Harfang and (D) the recorded accountability for assets of Harfang (other than in respect of fixed assets) is compared with the existing assets of Harfang at reasonable intervals and appropriate action is taken with respect to any differences therein.

(r) **Directors and Officers.** All of the directors and officers of Harfang are listed in Schedule B attached hereto.

(s) **No Expropriation.** No part of the property or assets of Harfang has been taken, condemned or expropriated by any Governmental Entity nor has any written notice or proceeding in respect thereof been given or commenced. To the knowledge of

Harfang, no Governmental Entity has any intent or proposal to give such notice or commence any such proceedings.

(t) **Tax Matters.** Since June 22, 2017, and except in each case as would not, individually or in the aggregate, result in a Material Adverse Effect with respect to Harfang:

(i) All Tax Returns required by Applicable Laws to be filed with or provided to any Taxing Authority by, or on behalf of, Harfang have been filed when due in accordance with all Applicable Laws, and all such Tax Returns are true and complete in all material respects.

(ii) Harfang has timely paid, collected, withheld or remitted all Taxes due and payable by it including all instalments on account of Taxes for the current year that are due and payable by it whether or not assessed (or reassessed) by the appropriate Taxing Authority. The most recent financial statements for Harfang reflect an adequate reserve, in accordance with IFRS, for all material amounts of Taxes which are not yet due and payable in respect of periods ending on or prior to the date of such financial statements and Harfang has made adequate provision in accordance with IFRS in its books and records for any Taxes accruing in respect of any period which has ended subsequent to the period covered by such financial statements.

(iii) There is no dispute or claim, including any audit, investigation, examination or proposed adjustment by any Taxing Authority, actual, pending or, to the knowledge of Harfang, threatened against Harfang with respect to Taxes.

(iv) Harfang has consented to extend the time, or is the beneficiary of any extension of time, in which any Tax Return is to be filed or Tax is to be paid or remitted or in which any Tax may be assessed or collected by any Taxing Authority.

(u) **Employment Agreements.**

(i) Except as disclosed in the Harfang Disclosure Letter, it is not a party to any written or oral policy, agreement, obligation, arrangement or understanding providing for severance or termination payments to, or any employment or comparable agreement with, any consultant, director or officer of Harfang which cannot be terminated without payment upon a maximum of 6 months' notice.

(ii) Except as disclosed in the Harfang Disclosure Letter, Harfang does not have any employee or consultant whose employment or contract with Harfang cannot be terminated without payment upon a maximum of 6 months' notice.

(iii) Harfang is not (a) a party to any collective bargaining agreement, (b) to the knowledge of Harfang, subject to any application for certificate or threatened or apparent union-organizing campaigns for employees not covered under a collective bargaining agreement, and (c) subject to any current, or to the knowledge of Harfang, pending or threatened strike or lockout.

(v) **Pension and Employee Benefits**. Harfang has complied, in all material respects, with all of the terms of the pension and other employee compensation and benefit obligations of Harfang including, without limitation, the provisions of any collective agreement, funding and investment contract or obligation applicable thereto, arising under or relating to each of the pension or retirement income plans or other employee compensation or benefit plans, agreements, policies, programs, arrangements or practices, whether written or oral, which are maintained by or binding upon Harfang.

(w) **Owner of Property.** Harfang is the absolute legal and beneficial owner of, and has good and marketable title to, all of the immovable real rights and interests of Harfang, all such material real property interests being described in Schedule C attached hereto (collectively, the "**Harfang Properties**"), free and clear of any title defect or Encumbrance (other than such defects or Encumbrances which, either individually or in the aggregate, do not have a Material Adverse Effect on Harfang), and no other material property rights are necessary for the conduct of the business of Harfang as currently conducted or contemplated to be conducted; Harfang does not know of any claim or the basis for any claim that might or could adversely affect its right to use, transfer or otherwise exploit such property rights; and Harfang has no responsibility or obligation to pay any material commission, royalty, licence fee or similar payment to any Person with respect to the property rights thereof, other than as set out in Harfang DisclosureDocuments. All real and tangible personal property of Harfang is in generally good repair and is operational and usable in the manner in which it is currently being utilized, subject to normal wear and tear and technical obsolescence, repair or replacement.

(x) **Property Agreements.** All of the agreements and other documents and instruments pursuant to which Harfang holds its immovable real rights and material assets (including any interest in, or right to earn an interest in, any properties and material assets) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with their terms. True and complete copies of all such documents have been provided to LaSalle. Harfang is not in default of any of the material provisions of any such agreements, documents or instruments nor has any such default been alleged; such properties and assets are in good standing under Applicable Laws; and all payments, rentals, rates, assessments, renewal fees and other governmental charges required to be paid with respect to such properties and assets to the date hereof have been paid.

(y) **Mineral Rights.** With respect to the Harfang Properties: Harfang holds either freehold title, mining leases, mining claims or other conventional property, proprietary or contractual interests or rights, recognized in the jurisdiction in which a particular property is located, in respect of the ore bodies and minerals located in properties in which Harfang has an interest under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit Harfang to explore the minerals relating thereto, with good and marketable title thereto, free and clear of any title defect or Encumbrances; all such property, leases or claims and all property, leases or claims in which Harfang has any interest or right have been validly located and recorded in accordance with all

Applicable Laws and are valid and subsisting; Harfang has all necessary surface rights, access rights and other necessary rights and interests relating to the properties in which it has an interest granting Harfang the right and ability to explore for minerals, ore and metals for development purposes as are appropriate in view of its rights and interest therein, with only such exceptions as do not materially interfere with the use made by Harfang of the rights or interests so held and each of the proprietary interests or rights; and each of the documents, agreements and instruments and obligations relating thereto referred to above is currently in good standing in the name of Harfang. Harfang has not received any notice, whether written or oral, from any Governmental Entity of any revocation or intention to revoke any interest of Harfang in any of the Harfang Properties.

(z) **No Option on Assets.** No Person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase from Harfang of any of the material assets of Harfang; and, except as set out in the Harfang Disclosure Letter, none of the properties (or any interest in, or right to earn an interest in, any property) of Harfang is subject to any right of first refusal, back-in rights, or purchase or other similar acquisition right.

(aa) **Full Disclosure**. Harfang has made available to LaSalle all material information, including financial, operational and other information, in respect of the Harfang Properties. Harfang has delivered to LaSalle, or provided LaSalle with access to, all Records and Data in its possession or under its control relating to the Harfang Properties and their respective mineral potentials and relating to access rights to the Harfang Properties.

(bb) **Mineral Resources**. The mineral resources if any for the Harfang Properties, as set forth in the Harfang Disclosure Documents, were prepared in all material respects in accordance with sound mining, engineering, geoscience and other applicable industry standards and practices, and in all material respects in accordance with all Applicable Laws, including the requirements of National Instrument 43-101 of the Canadian Securities Administrators. There has been no material reduction in the aggregate amount of estimated mineral resources or mineralized material of Harfang from the amounts set forth in the Harfang Disclosure Documents. All information regarding the Harfang Properties and the mineral rights, including all drill results, technical reports and studies, that are required to be disclosed by Applicable Laws, have been disclosed in the Harfang Disclosure Documents or as otherwise required by Applicable Laws on or before the date hereof.

(cc) **Environmental.** Except as disclosed by Harfang in the Harfang Disclosuer Letter:

(i) all facilities and operations of Harfang have been conducted, and are now, in compliance with all Environmental Laws;

(ii) none of the Harfang Properties have been used to generate, manufacture, refine, treat, recycle, transport, store, handle, dispose, transfer, produce or process Hazardous Substances, except in compliance with all Environmental Laws; Harfang has not caused or permitted the release of any Hazardous Substances at, in, on, under or from any of the Harfang Properties, except in compliance with all Environmental Laws; all Hazardous Substances handled, recycled, disposed of, treated or stored on or off site of the Harfang Properties have been handled, recycled, disposed of, treated and stored in compliance with all Environmental Laws and there are no Hazardous Substances at, in, on, under or migrating from any of the Harfang Properties except in compliance with all Environmental Laws;

(iii) Harfang is in possession of, and in compliance with, all Environmental Approvals that are required to own, lease and operate the Harfang Properties and to conduct its businesses as it is now being conducted;

(iv) no environmental, reclamation or closure obligation, demand, notice, work order or other liabilities presently exists with respect to any portion of any currently or formerly owned, leased, used or otherwise controlled property, interests and rights or relating to the operations and business of Harfang and, to the knowledge of Harfang, there is no basis for any such obligations, demands, notices, work orders or liabilities to arise in the future as a result of any activity in respect of such property, interests, rights, operations and business;

(v) to the knowledge of Harfang, there are no actual changes in the status, terms or conditions of any Environmental Approvals now held by Harfang or any renewal, modification, revocation, reassurance, alteration, transfer or amendment of any such Environmental Approvals, or any review by, or approval of, any Governmental Entity of such Environmental Approvals that are required in connection with the execution or delivery of this Agreement, the completion of the Arrangement or the other transactions contemplated herein or the continuation of the business of Harfang following the Effective Date;

(vi) Harfang has not received from any Person or Governmental Entity any notice, formal or informal, of any proceeding, action or other claim, liability or potential liability arising under any Environmental Law that is pending;

(vii) Harfang has made available to LaSalle all material audits, assessments, investigation reports, studies, plans, regulatory correspondence and similar information with respect to environmental matters;

(viii) to the knowledge of Harfang, Harfang is not subject to any past or present fact, condition or circumstance that could reasonably be expected to result in liability under any Environmental Laws.

(ix) Harfang is in possession of, and in compliance with, all Environmental Approvals that are required to own, lease and operate the Harfang Properties and to conduct its businesses as it is now being conducted.

(dd) **Reclamation.** No reclamation work is required to be completed by Harfang on any of the Harfang Properties previously abandoned by Harfang, and all future abandonment, remediation and reclamation obligations known to Harfang as of the date hereof have been accurately set forth in the Harfang Disclosure Documents without omission of information necessary to make the disclosure not misleading.

(ee) **No Indigenous First Nations Claims.** There are no claims or actions currently outstanding, or to the knowledge of Harfang, threatened or pending, by any First Nation including a claim with respect to any First Nation's asserted or established rights that might or could have a Material Adverse Effect on the ability to conduct operations on the Harfang Properties. To the knowledge of Harfang, there are no land entitlement claims or aboriginal rights or title claims being asserted or any legal actions by a First Nation being instituted with respect to the Harfang Properties, and no material dispute in respect between Harfang and any First Nation exists or, to the knowledge of Harfang, is threatened or imminent.

(ff) **No Activists Claims.** To the knowledge of Harfang, there has not been and there are not currently any actions, proceedings, inquiries, disruptions, protests, blockades or initiatives by non-governmental organizations, activist groups or similar entities or persons, that are ongoing or anticipated that might or could have a Material Adverse Effect on the ability to conduct operations on the Harfang Properties.

(gg) **Operational Matters**.

(i) All rentals, royalties, overriding royalty interests, production payments, net profits, interest burdens, payments and obligations due and payable, or performable, as the case may be, on or prior to the date hereof under, with respect to, or on account of, any direct or indirect assets of Harfang have been: (A) duly paid; (B) duly performed; or (C) provided for prior to the date hereof.

(ii) All costs, expenses, and liabilities payable on or prior to the date hereof under the terms of any contracts and agreements to which Harfang is directly or indirectly bound have been properly and timely paid, except for such expenses that are being currently paid prior to delinquency in the ordinary course of business.

(iii) All exploration and development activities have been undertaken in accordance with good exploration and development practices and in compliance with all Applicable Laws.

(hh) **Permits.** Harfang possesses all approvals, consents, certificates, registrations, authorizations, permits and licenses issued by the appropriate Governmental Entity necessary to carry on the business currently carried on, or currently contemplated to be carried on, by it, and is in compliance with the terms and conditions of all such approvals, consents, certificates, authorizations, permits and licenses, and with all Applicable Laws, regulations, tariffs, rules, orders and directives material to the operations thereof, and Harfang has not received any notice of the modification, revocation or cancellation of, or any intention to modify, revoke or cancel or any proceeding relating to the modification, revocation or cancellation of any such approval, consent, certificate, authorization, permit or license which, individually or in the aggregate, if the subject of an unfavourable decision, order, ruling or finding, would or could be reasonably expected to have Material Adverse Effect on Harfang.

(ii) **Restrictions on Business Activities**. There is no agreement, judgement, injunction, order or decree binding upon Harfang that has or could reasonably be expected to have the effect of prohibiting, restricting or materially impairing any business practice of Harfang, any acquisition of property by Harfang or the conduct of business by Harfang as currently conducted (including following the transaction contemplated by this Agreement).

(jj) **Certain Contracts**. Harfang is not a party to or bound by any non-competition agreement or any other agreement, obligation, judgment, injunction, order or decree which purports to (i) limit the manner or the localities in which all or any material portion of the business of Harfang is conducted, (ii) limit any business practice of Harfang in any material respect, or (iii) restrict any acquisition or disposition of any property by Harfang in any material respect.

(kk) **No Brokers.** Other than as disclosed in the Harfang Disclosure Letter, Harfang has not agreed to pay any brokerage fees, finder's fees, financial advisory fees, agent's commissions or other similar forms of compensation in connection with this Agreement, the Arrangement or the other transactions contemplated herein.

(ll) **Insurance.** Harfang maintains policies of insurance in force as of the date hereof naming Harfang as an insured, in amounts and in respect of such risks as are normal and usual for companies of a similar size operating in the mining industry and such policies are in full force and effect as of the date hereof.

(mm) **Intellectual Property.** Harfang does not own or license any patents, patent rights, trademarks, trade names, service marks, copyrights, know how or other proprietary intellectual property rights.

(nn) **Place of Principal Offices.** The principal offices of Harfang are not located within the United States.

(oo) **U.S. Securities Law Compliance.** As of the date hereof, Harfang (i) is a "foreign private issuer" within the meaning of Rule 405 under the 1933 Act, (ii) does not have any class of securities outstanding that is or is required to be registered under Section 12 of the 1934 Act or that is subject to the reporting requirements of Section 13 or 15(d) of the 1934 Act, (iii) is not registered or required to register and will not as a result of the completion of the Arrangement and the issuance of the Post-Consolidation Harfang Shares be required to register as an investment company under the 1940 Act and (iv) is not a "shell company", as such term is defined in Rule 405 under the 1933 Act.

(pp) **Non-Arm's Length Transactions.** Other than as disclosed in the Harfang Disclosure Letter, there are no current contracts, commitments, agreements, arrangements or other transactions (including relating to indebtedness by Harfang) between Harfang on the one hand, and (a) any officer or director of Harfang, (b) any holder of record or, to the knowledge of Harfang, beneficial owner of five percent or more of the voting securities of Harfang, or (c) any affiliate or associate of any officer, director or beneficial owner, on the other hand.

(qq) **Taxable Canadian Corporation.** Harfang is a "Canadian corporation" for the purposes of the Tax Act.

Representations and Warranties of LaSalle

3.2 LaSalle hereby represents and warrants to Harfang as follows as of the date hereof and acknowledges that Harfang is relying upon such representations and warranties in connection with the Arrangement and the other transactions contemplated herein and in entering into this Agreement:

(a) **Organization of LaSalle.** LaSalle is a corporation duly incorporated or an entity duly created and validly existing under the Applicable Laws or its jurisdiction of incorporation, is subsisting and has full corporate and legal power and authority to own its property and assets and to conduct its business as currently owned, conducted and disclosed in the LaSalle Disclosure Record. LaSalle is registered, licensed or otherwise qualified as an extra-provincial corporation or a foreign corporation in each jurisdiction where the nature of the business or the location or character of the property and assets owned or leased by it requires it to be so registered, licensed or otherwise qualified, other than those jurisdictions where the failure to be so registered, licensed or otherwise qualified would not have a Material Adverse Effect on LaSalle.

(b) **Capitalization**. LaSalle is authorized to issue an unlimited number of common shares without special rights and restrictions and an unlimited number of preferred shares without special rights and restrictions. As of the date of this Agreement, there are outstanding (i) 97,846,308 LaSalle Shares, (ii) 5,600,000 LaSalle Options to acquire an aggregate of 5,600,000 LaSalle Shares, (iii) 16,270,630 LaSalle Warrants to acquire an aggregate of 16,270,630 LaSalle Shares All outstanding LaSalle Shares have been authorized and are issued and outstanding as fully paid and non-assessable shares, free of or in compliance with pre-emptive rights. Except as disclosed in the LaSalle Disclosure Letter, there are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) obligating LaSalle to issue or sell any shares of LaSalle or any securities or obligations of any kind convertible into or exchangeable or exercisable for any shares of LaSalle. As of the date hereof, there are no outstanding bonds, debentures or other evidences of indebtedness of LaSalle having the right to vote with the LaSalle Shareholders on any matter. There are no outstanding contractual obligations of LaSalle to repurchase, redeem or otherwise acquire any outstanding LaSalle Shares or with respect to the voting or disposition of any outstanding LaSalle Shares. The terms of the LaSalle Warrants provide that the holders thereof will receive, upon the exercise thereof, in lieu of each LaSalle Share and/or unit to which such holder was theretofore entitled upon such exercise or conversion, but for the same aggregate consideration payable therefor, the applicable Consideration Shares.

(c) **Authority.** LaSalle has all necessary power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by LaSalle as contemplated by this Agreement, and to perform its obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by LaSalle and the completion by LaSalle of the transactions contemplated by this Agreement have been authorized by the LaSalle Board, Ian Campbell abstaining, and no other corporate proceedings on the part of LaSalle are necessary to authorize this Agreement or, other than the LaSalle Shareholder Approval, to complete the transactions contemplated hereby. This Agreement has been executed and delivered by LaSalle and constitutes a legal, valid and binding obligation of LaSalle, enforceable against LaSalle in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other Applicable Laws relating to or affecting creditors' rights generally and to general principles of equity.

(d) **Fairness Opinion**. The LaSalle Board has received the Fairness Opinion of the Financial Advisor, to the effect that, as of the date of such opinion, subject to the assumptions, qualifications and limitations set out therein, the Consideration Shares to be received by the LaSalle Shareholders is fair, from a financial point of view, to the LaSalle Shareholders. The fee payable to such financial advisor shall be a flat fee for delivery of the fairness opinion irrespective of the conclusions of the fairness opinion. A copy of the engagement letter between LaSalle and the Financial Advisor dated December 9, 2021 has been delivered to Harfang prior to the execution of this Agreement by the Parties.

(e) **LaSalle Board Matters.** The LaSalle Board, Ian Campbell abstaining, has:

(i) approved the Arrangement and the other transactions contemplated herein and authorized the entering into of this Agreement, the execution thereof, and the performance of its provisions by LaSalle;

(ii) determined, or will have determined prior to the Effective Date, based in part on the Fairness Opinion, that the Arrangement is fair to the LaSalle Shareholders and that the Arrangement is in the best interests of LaSalle; and

(iii) determined to recommend that the LaSalle Shareholders vote in favour of the Arrangement Resolution.

Each of the members of the LaSalle Board has indicated his/her intention to vote all of his/her LaSalle Shares in favour of the Arrangement Resolution (subject to the provisions of the Lock-Up Agreements) and has agreed that the press release to be issued by LaSalle announcing the Arrangement may reference such statement of intention and that references to such intention may be made in the Information Circular.

(f) **Shareholder Approval**. The only vote or approval of the holders of the LaSalle Shares, LaSalle Options or LaSalle Warrants, or the holder of any other securities of LaSalle, necessary to approve the Arrangement Resolution is, subject to the Interim Order, the LaSalle Shareholder Approval.

(g) **No Conflict or Violation.** Subject to receipt of the consents set out in subsection 3.2(i) hereof, the execution and delivery of this Agreement and the completion of the Arrangement and the other transactions contemplated herein do not and will not:

(i) result in a violation, contravention or breach of, require any consent to be obtained under or give rise to the right to receive any extraordinary or accelerated payment or any termination rights under any provision of:

A. the notice of articles or articles or equivalent of LaSalle,

B. any Applicable Laws, or

C. any contract, agreement, license or permit to which LaSalle is bound or is subject to or of which LaSalle is the beneficiary,

that would, individually or in the aggregate, have a Material Adverse Effect on LaSalle;

(ii) give rise to any right of termination or acceleration of indebtedness, or cause any indebtedness owing by LaSalle to come due before its stated maturity or cause any available credit to cease to be available which would, individually or in the aggregate, have a Material Adverse Effect on LaSalle;

(iii) entitle any "related party" (as such term is defined in MI 61-101) to receive, directly or indirectly, any "collateral benefit" (as such term is defined in MI 61-101);

(iv) result in the imposition of any Encumbrance upon any of the property or assets of LaSalle or restrict, hinder, impair or limit the ability of LaSalle to conduct the business of LaSalle as and where it is now being conducted which would, individually or in the aggregate, have a Material Adverse Effect on LaSalle; or

(v) except as otherwise disclosed in the LaSalle Disclosure Letter, result in any payment (including severance, unemployment compensation, "golden parachute", bonus or otherwise) becoming due to any director, officer or employee of LaSalle (whether automatically or solely upon further action on the part of such director, officer of employee) or increase any benefits otherwise payable under any pension or benefits plan of LaSalle or result in the acceleration of the time of payment or vesting of any such benefits.

(h) **No Contracts or Commitments.** Except as disclosed in the LaSalle Disclosure Letter, there are no agreements, covenants, undertakings or other commitments of or on behalf of LaSalle under which the completion of the Arrangement or other transactions contemplated herein would:

(i) have the effect of imposing restrictions or obligations on LaSalle;

(ii) give a third party a right of first refusal under or right to terminate any contract to which LaSalle is a party or to which any agent or consultant acting on behalf of any of the foregoing, is a party; or

(iii) impose restrictions on the ability of LaSalle to pay any dividends or make other distributions to its shareholders.

(i) **Consents.** No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other Person is required to be obtained or made by LaSalle in connection with the execution and delivery of this Agreement or the completion of the Arrangement and the other transactions contemplated herein other than:

(i) any approvals required by the Interim Order or the Final Order;

(ii) the LaSalle Shareholder Approval;

(iii) the approval of the TSX-V of this Agreement and the Arrangement;

(iv) any filings or approvals required under the BCBCA or under Applicable Securities Laws; and

(v) any other consents, approvals, orders, authorizations, declarations or filings of or with a Governmental Entity which, if not obtained, either individually or in the aggregate would not, and either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on LaSalle or a material impact on the ability of LaSalle to complete the Arrangement or any other transactions contemplated herein.

(j) **Listing and Reporting Issuer Status**. The outstanding LaSalle Shares are listed on the TSX-V, and LaSalle does not have any other class of securities listed on the TSX-V. LaSalle is a reporting issuer in each of the provinces of British Columbia, Alberta and Ontario and is not a reporting issuer in any other Canadian jurisdiction or the equivalent of a reporting issuer in any foreign jurisdiction. Neither LaSalle nor any of its directors, officers or promoters is subject to any cease trade or other order under Applicable Securities Laws and, to the knowledge of LaSalle, no investigation or other proceedings involving LaSalle or any of its directors, officers or promoters which may operate to prevent or restrict trading of any securities of LaSalle are currently in progress or pending before any stock exchange or under Applicable Securities Laws.

(k) **LaSalle Disclosure Documents.** Except as set out in the LaSalle Disclosure Letter, LaSalle is current with all filings required to be made by it under Applicable Securities Laws. Except as set out in the LaSalle Disclosure Letter, the information and statements contained in the LaSalle Disclosure Documents at the respective dates of such information and statements (i) did not contain a Misrepresentation, and (ii) complied with Applicable Securities Laws. LaSalle has not filed any confidential material change, confidential treatment requests or other report or other document with any Securities Authority or stock exchange which at the date hereof remains confidential.

(l) **Absence of Certain Changes or Events.** Other than as disclosed in the LaSalle Disclosure Documents or in the LaSalle Disclosure Letter, since January 1, 2021:

(i) LaSalle has conducted its business only in the ordinary and regular course of business consistent with past practice;

(ii) LaSalle has not incurred or suffered a Material Adverse Change and there has not been any event, circumstance or occurrence which has had or is reasonably likely to give rise to a Material Adverse Change;

(iii) there has not been any acquisition or sale by LaSalle of any material property or assets;

(iv) there has not been any incurrence, assumption or guarantee by LaSalle of any debt for borrowed money, any creation or assumption by LaSalle of any Encumbrance, any making by LaSalle of any loan, advance or capital contribution to, or investment in, any other Person. ;

(v) LaSalle has not effected any material change in its accounting methods, principles or practices;

(vi) LaSalle has not declared or paid any dividends or made any other distributions on any of the LaSalle Shares;

(vii) LaSalle has not effected or passed any resolution to approve a split, consolidation or reclassification of any of the outstanding LaSalle Shares;

(viii) other than in the ordinary and regular course of business consistent with past practice, there has not been any material increase in or modification of the compensation payable to or to become payable by LaSalle to any of their directors, officers, employees or consultants or any grant to any such director, officer, employee or consultant of any increase in severance or termination pay or any increase or modification of any bonus, pension, insurance or benefit arrangement (including, without limitation, the granting of LaSalle Options pursuant to the LaSalle Stock Option Plan) to, for or with any of such directors, officers, employees or consultants; and

(ix) LaSalle has not adopted, or materially amended, any material contract, collective bargaining agreement, bonus, pension, profit sharing, stock purchase, stock option or other benefit plan.

(m) **Financial Statements.** The financial statements of LaSalle forming part of the LaSalle Disclosure Documents have been prepared in accordance with IFRS consistently applied and fairly present in all material respects the consolidated financial condition of LaSalle at the respective dates indicated therein and the results of operations of LaSalle for the periods covered therein on a consolidated basis. LaSalle does not have any liability or obligation (including, without limitation, liabilities or obligations to fund any operations or work or exploration programs, or to give any guarantees), whether accrued, absolute, contingent or otherwise, not reflected in the unaudited condensed consolidated interim financial statements of LaSalle and the notes thereto for the nine months ended September 30, 2021, except liabilities and obligations incurred in the ordinary and regular course of business consistent with past practice. There are reasonable grounds for believing that (i) LaSalle is able to pay its liabilities as they become due and (ii) the realizable value of the property and assets of LaSalle are not less than the aggregate of the liabilities thereof and the stated capital of all classes of shares thereof.

(n) **Compliance with Laws.** LaSalle has complied with, and its operations have been conducted in accordance with, all Applicable Laws, orders, judgments and decrees other than any non-compliance which would, individually or in the aggregate, not have a Material Adverse Effect on LaSalle. Without limiting the generality of the foregoing, all outstanding securities of LaSalle (including the LaSalle Shares, the LaSalle Options, and the LaSalle Warrants) have been issued in compliance with all Applicable Securities Laws and all securities of LaSalle to be issued upon exercise of any LaSalle Options or LaSalle Warrants prior to the Effective Time will be issued in compliance with all Applicable Securities Laws.

(o) **Litigation.** There are no claims, actions, suits, proceedings or investigations commenced or, to the knowledge of LaSalle, threatened or contemplated against or affecting LaSalle or affecting any of their respective properties or assets before any Governmental Entity or before or by any Person or before any arbitrator of any kind which, individually or in the aggregate, would prevent or hinder the consummation of the Arrangement or other transactions contemplated herein or which, individually or in the aggregate, involve the possibility of any judgement or liability which could be reasonably expected to have a Material Adverse Effect on LaSalle.

(p) **No Insolvency.** LaSalle is not insolvent within the meaning of applicable bankruptcy, insolvency or fraudulent conveyance laws. Other than as disclosed in the LaSalle Disclosure Letter, no act or proceeding has been taken or, to the knowledge of LaSalle, is threatened by or against LaSalle in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of LaSalle or the appointment of a trustee, receiver, manager or other administrator of LaSalle or any of their respective properties or assets. LaSalle has not sought protection under the *Bankruptcy and Insolvency Act* (Canada) or the *Companies' Creditors Arrangement Act* (Canada) or any similar legislation in the home jurisdiction of such entity.

(q) **Books and Records**. The corporate records and minute books of LaSalle have been maintained in accordance with all Applicable Laws and are complete and accurate in all material respects. Financial books and records and accounts of LaSalle (i) have been maintained in accordance with good business practices on a basis consistent with prior years and past practice, (ii) are stated in reasonable detail and accurately and fairly reflect the transactions and acquisitions and dispositions of property or assets of LaSalle, and (iii) accurately and fairly reflect the basis for the financial statements of LaSalle, in each case in all material respects. LaSalle has devised and maintains a system of internal accounting controls sufficient to provide reasonable assurances that, in all material respects (A) transactions are executed in accordance with the general or specific authorization of the management of LaSalle, (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS or any criteria applicable to such financial statements and to maintain accountability for assets and liabilities, (C) access to assets of LaSalle is permitted only in accordance with the general or specific authorization of management of LaSalle and (D) the recorded accountability for assets of LaSalle (other than in respect of fixed assets) is compared with the existing assets of LaSalle at reasonable intervals and appropriate action is taken with respect to any differences therein.

(r) **Directors and Officers.** All of the directors and officers of LaSalle are listed in Schedule E attached hereto.

(s) **No Expropriation.** No part of the property or assets of LaSalle has been taken, condemned or expropriated by any Governmental Entity nor has any written notice or proceeding in respect thereof been given or commenced. To the knowledge of LaSalle, no Governmental Entity has any intent or proposal to give such notice or commence any such proceedings.

(t) **Tax Matters.** Except as disclosed in the LaSalle Disclosure Letter:

(i) All Tax Returns required by Applicable Laws to be filed with or provided to any Taxing Authority by, or on behalf of, LaSalle have been filed when due in accordance with all Applicable Laws, and all such Tax Returns are true and complete in all material respects.

(ii) LaSalle has timely paid, collected, withheld or remitted all Taxes due and payable by it including all instalments on account of Taxes for the current year that are due and payable by it whether or not assessed (or reassessed) by the appropriate Taxing Authority. The most recent financial statements for LaSalle reflect an adequate reserve, in accordance with IFRS, for all material amounts of Taxes which are not yet due and payable in respect of periods ending on or prior to the date of such financial statements and LaSalle has made adequate provision in accordance with IFRS in its books and records for any Taxes accruing in respect of any period which has ended subsequent to the period covered by such financial statements.

(iii) There is no dispute or claim, including any audit, investigation, examination or proposed adjustment by any Taxing Authority, actual, pending or, to the knowledge of LaSalle, threatened against LaSalle with respect to Taxes.

(iv) LaSalle has not consented to extend the time, or is the beneficiary of any extension of time, in which any Tax Return is to be filed or Tax is to be paid or remitted or in which any Tax may be assessed or collected by any Taxing Authority.

(u) **Employment Agreements.**

(i) Other than the contracts disclosed in the LaSalle Disclosure Letter, LaSalle is not a party to any written or oral policy, agreement, obligation, arrangement or understanding providing for severance or termination payments to, or any employment or comparable agreement with, any consultant, director or officer of LaSalle which cannot be terminated without payment upon a maximum of 1 months' notice.

(ii) Other than the contracts disclosed in the LaSalle Disclosure Letter, LaSalle does not have any employee or consultant whose employment or contract with LaSalle cannot be terminated without payment upon a maximum of one (1) months' notice.

(iii) LaSalle is not (a) a party to any collective bargaining agreement, (b) to the knowledge of LaSalle, subject to any application for certificate or threatened or apparent union-organizing campaigns for employees not covered under a collective bargaining agreement, and (c) subject to any current, or to the knowledge of LaSalle, pending or threatened strike or lockout.

(v) **Pension and Employee Benefits**. LaSalle has complied, in all material respects, with all of the terms of the pension and other employee compensation and benefit obligations of LaSalle including, without limitation, the provisions of any collective agreement, funding and investment contract or obligation applicable thereto, arising under or relating to each of the pension or retirement income plans or other employee compensation or benefit plans, agreements, policies, programs, arrangements or practices, whether written or oral, which are maintained by or binding upon LaSalle.

(w) **Owner of Property.** Except as disclosed in the LaSalle Disclosure Letter, LaSalle is the absolute legal and beneficial owner of, and has good and marketable title to, all of the real property interests of LaSalle, all such real property interests being described in Schedule F attached hereto (collectively, the "**LaSalle Properties**"), and other material assets, free and clear of any title defect or Encumbrance (other than such defects or Encumbrances which, either individually or in the aggregate, do not have a Material Adverse Effect on LaSalle), and no other property rights are necessary for the conduct of the business of LaSalle as currently conducted, contemplated to be conducted and disclosed in the LaSalle Disclosure Documents; except as disclosed in the LaSalle Disclosure Letter, LaSalle does not know of any claim or the basis for any claim that might or could adversely affect its right to use, transfer or otherwise exploit such property rights; and LaSalle has no responsibility or obligation to pay any material commission, royalty, licence fee or similar payment to any Person with respect to the property rights thereof, other than as set out in LaSalle Disclosure Letter. All real and tangible personal property of LaSalle is in generally good repair and is operational and usable in the manner in which it is currently being utilized, subject to normal wear and tear and technical obsolescence, repair or replacement.

(x) **Property Agreements.** All of the agreements and other documents and instruments pursuant to which LaSalle holds its real properties and material assets (including any interest in, or right to earn an interest in, any properties and material assets) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with their terms. True and complete copies of all such documents have been provided to Harfang. Except as disclosed in the LaSalle Disclosure Letter, LaSalle is not in default of any of the material provisions of any such agreements, documents or instruments nor has any such default been alleged; such properties and assets are in good standing under Applicable Laws; and all payments, rentals, rates, assessments, renewal fees and other governmental charges required to be paid with respect to such properties and assets to the date hereof have been paid.

(y) **Mineral Rights.** Except as disclosed in the LaSalle Disclosure Letter, LaSalle holds either freehold title, mining leases, mining claims or other conventional property, proprietary or contractual interests or rights, recognized in the jurisdiction in which a particular property is located, in respect of the ore bodies and minerals located in properties in which LaSalle has an interest under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit LaSalle to explore the minerals relating thereto, with good and marketable title thereto, free and clear of any title defect or Encumbrances; all such property, leases or claims and all property, leases or claims in which LaSalle has any interest or right have been validly located and recorded in accordance with all Applicable Laws and are valid and subsisting; LaSalle has all necessary surface rights, access rights and other necessary rights and interests relating to the properties in which it has an interest granting LaSalle the right and ability to explore for minerals, ore and metals for development purposes as are appropriate in view of its rights and interest therein, with only such exceptions as do not materially interfere with the use made by LaSalle of the rights or interests so held and each of the proprietary interests or rights; and each of the documents, agreements and instruments and obligations relating thereto referred to above is currently in good standing in the name of LaSalle. Except as disclosed in the LaSalle Disclosure Letter, LaSalle has not received any notice, whether written or oral, from any Governmental Entity of any revocation or intention to revoke any interest of LaSalle in any of the LaSalle Properties.

(z) **No Option on Assets.** No Person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase from LaSalle of any of the material assets of LaSalle; and, other than as disclosed in the LaSalle Disclosure Letter, none of the properties (or any interest in, or right to earn an interest in, any property) of LaSalle is subject to any right of first refusal, back-in rights, or purchase or other similar acquisition right.

(aa) **Full Disclosure**. LaSalle has made available to Harfang all material information, including financial, operational and other information, in respect of the LaSalle Properties. LaSalle has delivered to Harfang, or provided Harfang with access to, all Records and Data in its possession or under its control relating to the LaSalle Properties and their respective mineral potentials and relating to access rights to the LaSalle Properties.

(bb) **Technical Reports**. The LaSalle Technical Report was prepared in accordance with, and was at the time of filing in material compliance with, the requirements set out in National Instrument 43-101 of the Canadian Securities Administrators.

(cc) **Mineral Resources**. There are no mineral resources on any of the LaSalle Properties.

(dd) **LaSalle Properties**. All information regarding the LaSalle Properties and the mineral rights, including all drill results, technical reports and studies, that are required to be disclosed by Applicable Laws, have been disclosed in the LaSalle Disclosure Documents or as otherwise required by Applicable Laws on or before the date hereof.

(ee) **Environmental.** Except as disclosed by LaSalle in the LaSalle Disclosure Letter:

(i) all facilities and operations of LaSalle have been conducted, and are now, in compliance with all Environmental Laws;

(ii) none of the LaSalle Properties have been used to generate, manufacture, refine, treat, recycle, transport, store, handle, dispose, transfer, produce or process Hazardous Substances, except in compliance with all Environmental Laws; LaSalle has not caused or permitted the release of any Hazardous Substances at, in, on, under or from any of the LaSalle Properties, except in compliance with all Environmental Laws; all Hazardous Substances handled, recycled, disposed of, treated or stored on or off site of the LaSalle Properties have been handled, recycled, disposed of, treated and stored in compliance with all Environmental Laws and there are no Hazardous Substances at, in, on, under or migrating from any of the LaSalle Properties except in compliance with all Environmental Laws;

(iii) LaSalle is in possession of, and in compliance with, all Environmental Approvals that are required to own, lease and operate the LaSalle Properties and to conduct their respective businesses as they are now being conducted;

(iv) no environmental, reclamation or closure obligation, demand, notice, work order or other liabilities presently exists with respect to any portion of any currently or formerly owned, leased, used or otherwise controlled property, interests and rights or relating to the operations and business of LaSalle and, to the knowledge of LaSalle, there is no basis for any such obligations, demands, notices, work orders or liabilities to arise in the future as a result of any activity in respect of such property, interests, rights, operations and business;

(v) to the knowledge of LaSalle, there are no actual changes in the status, terms or conditions of any Environmental Approvals now held by LaSalle or any renewal, modification, revocation, reassurance, alteration, transfer or amendment of any such Environmental Approvals, or any review by, or approval of, any Governmental Entity of such Environmental Approvals that are required in connection with the execution or delivery of this Agreement, the completion of the Arrangement or the other transactions contemplated herein or the continuation of the business of LaSalle following the Effective Date;

(vi) LaSalle has not received from any Person or Governmental Entity any notice, formal or informal, of any proceeding, action or other claim, liability or potential liability arising under any Environmental Law that is pending;

(vii) LaSalle has made available to Harfang all material audits, assessments, investigation reports, studies, plans, regulatory correspondence and similar information with respect to environmental matters; and

(viii) to the knowledge of LaSalle, LaSalle is not subject to any past or present fact, condition or circumstance that could reasonably be expected to result in liability under any Environmental Laws.

(ff) **Reclamation**. Except as disclosed in the LaSalle Disclosure Letter and to the knowledge of the current management of LaSalle there is no existing abandonment, remediation and reclamation obligations and all future abandonment, remediation and reclamation obligations known to LaSalle as of the date hereof have been accurately set forth in the LaSalle Disclosure Documents without omission of information necessary to make the disclosure not misleading.

(gg) **No Indigenous First Nations Claims.** There are no claims or actions currently outstanding, or to the knowledge of LaSalle, threatened or pending, by any First

Nation including a claim with respect to any First Nation's asserted or established rights that might or could have a Material Adverse Effect on the ability to conduct operations on the LaSalle Properties. To the knowledge of LaSalle, there are no land entitlement claims or aboriginal rights or title claims being asserted or any legal actions by a First Nation being instituted with respect to the LaSalle Properties, and no material dispute in respect between LaSalle and any First Nation exists or, to the knowledge of LaSalle, is threatened or imminent.

(hh) **No Activists Claims.** To the knowledge of LaSalle, there has not been and there are not currently any actions, proceedings, inquiries, disruptions, protests, blockades or initiatives by non-governmental organizations, activist groups or similar entities or persons, that are ongoing or anticipated that might or could have a Material Adverse Effect on the ability to conduct operations on the LaSalle Properties.

(ii) **Operational Matters**.

(i) All rentals, royalties, overriding royalty interests, production payments, net profits, interest burdens, payments and obligations due and payable, or performable, as the case may be, on or prior to the date hereof under, with respect to, or on account of, any direct or indirect assets of LaSalle have been: (A) duly paid; (B) duly performed; or (C) provided for prior to the date hereof.

(ii) All costs, expenses, and liabilities payable on or prior to the date hereof under the terms of any contracts and agreements to which LaSalle is directly or indirectly bound have been properly and timely paid, except for such expenses that are being currently paid prior to delinquency in the ordinary course of business.

(iii) All exploration and development activities have been undertaken in accordance with good exploration and development practices and in compliance with all Applicable Laws.

(jj) **Permits.** LaSalle possesses all approvals, consents, certificates, registrations, authorizations, permits and licenses issued by the appropriate Governmental Entity necessary to carry on the business currently carried on, or currently contemplated to be carried on, by it, and is in compliance with the terms and conditions of all such approvals, consents, certificates, authorizations, permits and licenses, and with all Applicable Laws, regulations, tariffs, rules, orders and directives material to the operations thereof, and except as disclosed in the LaSalle Disclosure Letter, LaSalle has not received any notice of the modification, revocation or cancellation of, or any intention to modify, revoke or cancel or any proceeding relating to the modification, revocation or cancellation of any such approval, consent, certificate, authorization, permit or license which, individually or in the aggregate, if the subject of an unfavourable decision, order, ruling or finding, would or could be reasonably expected to have Material Adverse Effect on LaSalle.

(kk) **Restrictions on Business Activities**. There is no agreement, judgement, injunction, order or decree binding upon LaSalle that has or could reasonably be expected to have the effect of prohibiting, restricting or materially impairing any business practice of LaSalle any acquisition of property by LaSalle or the conduct of business by LaSalle as currently conducted (including following the transaction contemplated by this Agreement).

(ll) **Material Contracts**. LaSalle has provided Harfang with a true and complete copy of all of the material contracts of LaSalle which contracts are set out in Schedule H attached hereto (collectively, the "**LaSalle Material Contracts**") and, other than the LaSalle Material Contracts, there are no other contracts, agreements or licences material to the conduct of the business of LaSalle that if breached or in default would, either individually or in the aggregate, have or would be reasonably likely to have a Material Adverse Effect on LaSalle, and there are no current or pending negotiations with respect to the renewal, termination or amendment of any of the LaSalle Material Contracts. LaSalle have performed in all material respects all respective obligations required to be performed by them to date under the LaSalle Material Contracts. Except as set out in the LaSalle Disclosure Letter LaSalle is not in breach or default under any LaSalle Material Contract to which it is a party or bound, nor does LaSalle have knowledge of any condition that with the passage of time or the giving of notice or both would result in such a breach or default, except in each case where any such breaches or defaults would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. Except as set forth in the LaSalle Disclosure Letter, LaSalle doesn't know of, nor has received written notice of, any breach or default under (nor, to the knowledge of LaSalle, nor does there exist any condition which with the passage of time or the giving of notice or both would result in such a breach or default under) any such LaSalle Material Contract by any other party thereto except where any such violation or default would not, individually or in the aggregate, reasonably be expected to result in, a Material Adverse Effect. All of the LaSalle Material Contracts are with LaSalle. All of the LaSalle Material Contracts are legal, valid, binding and in full force and effect and are enforceable by LaSalle in accordance with their respective terms (subject to bankruptcy, insolvency and other Applicable Laws affecting creditors' rights generally, and to general principles of equity) and are the product of fair and arms' length negotiations between the parties thereto.

(mm) **Certain Contracts**. LaSalle is not a party to or bound by any non-competition agreement or any other agreement, obligation, judgment, injunction, order or decree which purports to (i) limit the manner or the localities in which all or any material portion of the business of LaSalle is conducted, (ii) limit any business practice of LaSalle in any material respect, or (iii) restrict any acquisition or disposition of any property by LaSalle in any material respect.

(nn) **No Brokers.** Other than as disclosed in the LaSalle Disclosure Letter, LaSalle has not agreed to pay any brokerage fees, finder's fees, financial advisory fees, agent's commissions or other similar forms of compensation in connection with this Agreement, the Arrangement or the other transactions contemplated herein.

(oo) **Insurance.** LaSalle maintains policies of insurance in force as of the date hereof naming LaSalle as an insured, in amounts and in respect of such risks as are normal and usual for companies of a similar size operating in the mining industry and such policies are in full force and effect as of the date hereof.

(pp) **Intellectual Property**. Except as disclosed in the LaSalle Disclosure Letter, LaSalle does not own or license any patents, patent rights, trademarks, trade names, service marks, copyrights, know how or other proprietary intellectual property rights.

(qq) **Residency.** LaSalle is not a non-resident of Canada for purposes of the Tax Act.

(rr) **Harfang Shares.** LaSalle does not and will not immediately before the Effective Time beneficially own, directly or indirectly, or exercise control or direction over any Harfang Shares.

(ss) **Place of Principal Offices.** The principal offices of LaSalle are not located within the United States.

(tt) **U.S. Securities Law Compliance.** As of the date hereof, LaSalle (i) is a "foreign private issuer" within the meaning of Rule 405 under the 1933 Act, (ii) does not have any class of securities outstanding that is or is required to be registered under Section 12 of the 1934 Act or that is subject to the reporting requirements of Section 13 or 15(d) of the 1934 Act, and (iii) is not a "shell company", as such term is defined in Rule 405 under the 1933 Act.

(uu) **Investment Company.** LaSalle is not registered and, to the knowledge of LaSalle, it is not required to be registered as an investment company under the 1940 Act.

(vv) **Non-Arm's Length Transactions**. Other than as disclosed in the LaSalle Disclosure Letter or in relation to the transactions contemplated by this Agreement, there are no current contracts, commitments, agreements, arrangements or other transactions (including relating to indebtedness by LaSalle) between LaSalle on the one hand, and (a) any officer or director of LaSalle, (b) any holder of record or, to the knowledge of LaSalle, beneficial owner of five percent or more of the voting securities of LaSalle, or (c) any affiliate or associate of any officer, director or beneficial owner, on the other hand.

(ww) **Taxable Canadian Corporation**. Lasalle is a "taxable Canadian corporation" for the purposes of the Tax Act.

Survival of Representations and Warranties

3.3 The representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and shall expire and be terminated and extinguished on the Effective Date. Any investigation by Harfang or LaSalle and their respective advisors shall not mitigate, diminish or affect the representations and warranties contained in this Agreement.

ARTICLE 4
COVENANTS

Covenants of LaSalle

4.1 LaSalle hereby covenants and agrees with Harfang that, until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except with the prior written consent of Harfang, which consent will not be unreasonably withheld, conditioned or delayed, or other than as expressly contemplated or permitted by this Agreement or otherwise required by Applicable Law:

(a) LaSalle shall conduct its business only in the ordinary course of business consistent with past practice and it shall use its commercially reasonable efforts to maintain and preserve its business organization, assets, goodwill, business relationships and relationships with its employees.

(b) LaSalle shall keep Harfang fully informed as to all material decisions or actions required or required to be made with respect to the operation of the business of LaSalle, and will allow representatives of Harfang to provide input with respect to such decisions or actions. LaSalle shall grant the representatives of Harfang reasonable access to the LaSalle Properties up to three times and other assets of LaSalle as Harfang may request with reasonable notice.

(c) Upon the reasonable request of Harfang, LaSalle will use commercially reasonable efforts to prepare or cause to be prepared and provide to Harfang lists of holders of all classes and series of securities of LaSalle (together with their respective holdings of LaSalle securities), including a list of the LaSalle Shareholders, the LaSalle Optionholders, the LaSalle Warrantholders, and a list of non-objecting beneficial holders of LaSalle Shares, as well as a security position listing from each depositary of its securities, including CDS & Co., to the extent reasonably practicable all such deliveries to be in printed form and, if available, in computer-readable format. LaSalle shall from time to time require that its registrar and transfer agent furnish Harfang with such additional information, including updated or additional lists of LaSalle Shareholders and lists of holdings and other assistance as Harfang may reasonably request.

(d) Except for proxies and other non-substantive communications, LaSalle shall furnish promptly to Harfang a copy of (A) each notice, report, schedule or other document or communication delivered, filed or received by LaSalle in connection with this Agreement, the Arrangement and the other transactions contemplated in this Agreement, the Interim Order, the LaSalle Meeting or any other meeting at which all LaSalle Shareholders are entitled to attend, or the Final Order and (B) any filings made under any Applicable Laws and any dealings or communications with any Governmental Entity, Securities Authority or stock exchange in connection with, or in any way affecting, the Arrangement and the other transactions contemplated by this Agreement.

(e) Except in connection with the Arrangement, LaSalle shall not directly or indirectly:

    (i) issue or sell, or agree to issue or sell, any LaSalle Shares or any options, warrants, calls, conversion privileges or rights of any kind to acquire any LaSalle Shares, other than the issue of LaSalle Shares pursuant to the exercise of LaSalle Options and LaSalle Warrants outstanding on the date hereof in accordance with their terms as of the date hereof, the grant of LaSalle Options in accordance with the LaSalle Stock Option Plan, or pursuant to the terms of agreements and arrangements set forth in the LaSalle Disclosure Letter;

(ii) amend or propose to amend its constating documents, or any of the terms of the LaSalle Options, or the LaSalle Warrants as they exist on the date hereof;

(iii) split, combine or reclassify any of the shares of LaSalle or, prior to the Effective Time, declare, set aside or pay any dividend or other distribution payable in cash, securities, property or otherwise with respect to the shares of LaSalle;

(iv) redeem, purchase or offer to purchase any LaSalle Shares or any options or obligations or rights under contracts, agreements and commitments existing as of the date hereof;

(v) except as specifically provided in sections 4.3 and 4.4, adopt any resolution or enter into any agreement providing for an amalgamation, merger, consolidation, reorganization, liquidation, dissolution or other extraordinary transaction; adopt any plan of liquidation or reorganize; or amalgamate or merge with any other Person;

(vi) except as specifically provided in sections 4.3 and 4.4, sell, pledge, lease, mortgage, licence, encumber or otherwise dispose of the LaSalle Properties or assets of LaSalle or any interest therein;

(vii) grant or enter into any agreement, written or verbal, with respect to any royalty or similar arrangement or issue any instrument having the same economic effect as a royalty on any of the LaSalle Properties or the other properties and assets of LaSalle;

(viii) enter into or modify in any material respect any contract, agreement, licence, franchise, Environmental Approval, lease transaction, commitment or other right or obligation or arrangement in connection with or attributable to LaSalle or the LaSalle Properties;

(ix) abandon or fail to diligently pursue any application to renew any existing material licence, permit, order, claim, authorization, consent, approval (including Environmental Approvals) or registration related to the LaSalle Properties;

(x) make any investment in any Person, or acquire or agree to acquire (by merger, amalgamation, acquisition of stock or assets or otherwise) any Person or any material properties or assets;

(xi) incur any indebtedness for borrowed money or any other material liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for, the obligations of any other Person, or make any loans or advances;

(xii) authorize, recommend, propose or agree to any release or relinquishment of any standstill agreement or of any other material contractual right;

(xiii) enter into any hedges, swaps or other similar financial instruments or transactions;

(xiv) enter into, or alter the terms of, any agreements with its directors or officers or their respective affiliates or associates;

(xv) change any accounting method, principle or practice, except for any changes required by Applicable Laws;

(xvi) except in the ordinary and regular course of business or as required by Applicable Laws, make or change any tax election or Tax Return, change an annual tax accounting period, adopt or change any tax accounting method, enter into any closing agreement, surrender any right to claim a refund of Taxes, consent to any extension or waiver of the statute of limitations or reassessment period applicable to any Tax claim or assessment or settle or compromise any tax dispute or liability; or

(xvii) authorize, propose, permit to occur or agree to any of the foregoing.

(f) LaSalle shall not, directly or indirectly, insofar as it relates to the assets of LaSalle, enter into new commitments of a capital expenditure nature or incur any new contingent liabilities other than (i) expenditures required by Applicable Laws, (ii) expenditures made in connection with the Arrangement, (iii) expenditures required by any of the LaSalle Material Contracts or in relation to any exploration program of LaSalle for which Harfang has provided its prior written consent; (iv) expenditures that will not individually or in the aggregate exceed $50,000; and (iv) capital expenditures required to prevent the occurrence of a Material Adverse Effect on LaSalle.

(g) LaSalle shall not create any new obligations or liabilities or modify or in any manner alter any existing obligations and liabilities to pay any amount, including loan amounts, to officers, directors, employees or consultants of LaSalle, other than for salary, consulting fees and directors' fees disclosed in the LaSalle Disclosure Letter. LaSalle shall not hire any additional employees, consultants or agents with total remuneration (including benefits) which would be in excess of $50,000 on an annualized basis.

(h) LaSalle shall use commercially reasonable efforts to cause their respective current insurance (or reinsurance) policies not to be cancelled or terminated or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance and re-insurance companies of internationally recognized standing providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect.

(i) LaSalle shall use commercially reasonable efforts (i) to preserve intact its business organizations and the rights under its material contracts, (ii) to not do anything or fail to do anything which could lead to a breach under any material contract, (iii) to keep available the services of its officers, employees, agents and consultants as a group, (iv) to maintain satisfactory relationships with suppliers, distributors, customers and others having business relationships with it, and (v) to not take any action which could reasonably be expected to be prejudicial to the LaSalle Properties or any of the other material assets of LaSalle.

(j) LaSalle will not engage in any business, enterprise or other activity different from that carried on by it at the date of this Agreement, or enter into any transaction or incur (except in respect of obligations or liabilities to which it is already legally subject) any material obligation, expenditure or liability other than in the ordinary and regular course of business as presently conducted.

(k) LaSalle will furnish to Harfang such information, in addition to the information contained in this Agreement, relating to LaSalle, the LaSalle Properties and other assets of LaSalle as may reasonably be requested by Harfang, and such information provided by LaSalle to Harfang when read together with all other information provided by LaSalle hereunder will be true and complete in all material respects.

(l) LaSalle shall not adopt or amend or make any contribution to any profit sharing, option, deferred compensation, insurance, incentive compensation, other compensation or other similar plan, agreement, trust, fund or arrangements for the benefit of employees except in the ordinary course.

(m) LaSalle shall not take any action, or refrain from taking any action, or permit any action to be taken or not taken, inconsistent with the provisions of this Agreement or that would reasonably be expected to, individually or in the aggregate, prevent, materially delay or materially impede the completion of the Arrangement or the other transactions contemplated herein or would render, or that could reasonably be expected to render, any representation or warranty made by LaSalle in this Agreement untrue or inaccurate in any material respect at any time prior to the Effective Time if then made, or that would or could have a Material Adverse Effect on LaSalle.

(n) LaSalle will promptly notify Harfang in writing if:

(i) LaSalle becomes aware that any of the representations and warranties of LaSalle in this Agreement are untrue or inaccurate in any material respect;

(ii) there has been, or is reasonably expected to be, any breach of any covenant or agreement of LaSalle contained in this Agreement; or

(iii) there has been any Material Adverse Change in respect of LaSalle.

(o) LaSalle shall use reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary to consummate and make effective as promptly as is practicable the Arrangement and the other transactions contemplated in this Agreement, including:

(i) to seek and obtain the TSX-V’s approval of the Arrangement;

(ii) to the extent that satisfaction of such condition precedents are within its control, to satisfy the conditions set out in Article 5 hereof as soon as reasonably possible;

(iii) to apply for and obtain such other consents, orders, acceptances or approvals as are necessary or desirable for the implementation of the Arrangement; and

(iv) defending all lawsuits or other legal, regulatory or other proceedings against LaSalle challenging or affecting this Agreement or the consummation of the transactions contemplated hereby.

(p) LaSalle shall cooperate, and shall cause its affiliates, officers, employees, agents, auditors and representatives reasonably to cooperate, in preparing and filing all Tax Returns, resolving all disputes and audits with respect to all taxable periods relating to Taxes, and in any other matters relating to Taxes, including by making available to Harfang all books, records and other information of LaSalle related to Taxes.

(q) LaSalle shall pay, on a timely basis, all Taxes that are due on or before the Effective Date, except those Taxes that are being disputed by LaSalle, acting in good faith.

(r) LaSalle shall provide (i) no later than three (3) Business Days prior to the date of the LaSalle Meeting, a reasonable written estimate, certified by an officer of LaSalle, of the amount of cash and cash equivalents LaSalle is expected to hold immediately after the Effective Time, less the estimated amount of any unpaid current liabilities of LaSalle immediately after the Effective Time, and (ii) on the Effective Date, a statement, certified by an officer of LaSalle, of the amount of cash and cash equivalents LaSalle will hold, less the estimated amount of any unpaid current liabilities of LaSalle, in each case immediately after the Effective Time.

(s) LaSalle shall execute and deliver, or cause to be executed and delivered, such customary agreements, certificates, resolutions and other documents and instruments as may be requested by Harfang, all in form satisfactory to Harfang, acting reasonably, necessary or required in order to complete the Arrangement.

Covenants Regarding Pre-Acquisition Reorganizations

4.2

(a) Subject to Applicable Laws, LaSalle shall effect only such reorganizations of the business, operations and assets of LaSalle or such transactions as Harfang may request (each, a “Pre-Acquisition Reorganization”), and co-operate with Harfang and its advisors in order to determine the nature of any Pre-Acquisition Reorganization that might be undertaken and the manner in which they might most effectively be undertaken; provided, however, that LaSalle shall not be required to carry out any Pre-Acquisition Reorganization which: (i) would impede or materially delay the completion of the Arrangement; (ii) is prejudicial to LaSalle or the securityholders of LaSalle in any material respect; (iii) would result in the withdrawal or material modification of the Fairness Opinion; (iv) cannot be completed immediately prior to or contemporaneously with the Effective Time; or (v) would require LaSalle to contravene any Applicable Laws or any material contract. Harfang shall provide written notice to LaSalle of any proposed Pre-Acquisition Reorganization at least ten (10) Business Days prior to the Effective Time. Upon receipt of such notice, Harfang and LaSalle shall work co-operatively and use commercially reasonable efforts to prepare prior to the Effective Time all documentation necessary and do all such other acts and things as are necessary to give effect to such Pre-Acquisition Reorganization as of the last moment of the Business Day ending immediately prior to the Effective Date, or such later time as may be agreed to by the Parties.

(b) Harfang acknowledges and agrees that the Pre-Acquisition Reorganization shall not:

(i) impede, delay or prevent completion of the Arrangement;

(ii) in the opinion of LaSalle, acting reasonably, prejudice the LaSalle Shareholders in any material respect;

(iii) require LaSalle to obtain the approval of the LaSalle Shareholders once the circular for the Arrangement has been mailed;

(iv) unreasonably interfere in any material operations of LaSalle prior to the Effective Time;

(v) be considered in determining whether a representation, warranty or covenant of LaSalle hereunder has been breached, it being acknowledged by Harfang that actions taken pursuant to any Pre-Acquisition Reorganization could require the consent of Governmental Entities or third parties under applicable contracts, authorizations or Applicable Laws;

(vi) require LaSalle o contravene any Applicable Laws, their respective organizational documents or any contract or authorization; or

(vii) result in any Taxes being imposed on, or any adverse Tax or other consequences to, any securityholder of LaSalle incrementally greater than the Taxes or other consequences to such party in connection with the consummation of the Arrangement in the absence of any Pre-Acquisition Reorganization.

(c) LaSalle will not undertake any reorganization or enter into any transactions or series of transactions that would have the effect of preventing Harfang from obtaining the benefit of a full tax cost "bump" pursuant to paragraphs 88(1)(c) and (d) of the Tax Act in respect of the non-depreciable capital properties owned by LaSalle as of the date of this Agreement or acquired by such entities subsequent to the date of this Agreement in accordance with the terms of this Agreement, without first consulting with, and obtaining the approval of, Harfang on the same.

Covenants of LaSalle Regarding Non-Solicitation

4.3

(a) Except as provided for in this Article 4, LaSalle shall, and shall direct and cause its representatives to, immediately cease and cause to be terminated any solicitation, encouragement, activity, discussion, negotiation or process with any Person (other than Harfang and its representatives) that may be ongoing with respect to any offer, proposal or inquiry that constitutes an Acquisition Proposal whether or not initiated by LaSalle or its representatives, and, in connection therewith, LaSalle shall discontinue (and not establish or allow) access to any of its confidential information and shall request the return of all confidential information regarding LaSalle previously provided to any Person outside the ordinary course of business. LaSalle further agrees not to release any Person from any standstill or confidentiality agreement or provision to which such Person is a party with LaSalle and to take all required actions to enforce such standstill and confidentiality agreements and provisions (it being acknowledged and agreed that the automatic termination of any standstill provisions of any such agreement as a result of the entering into and announcement of this Agreement shall not be a violation of this section 4.3(a)).

(b) Except as provided for in this Article 4, LaSalle hereby covenants and agrees that it shall not, and shall not authorize or permit the representatives of LaSalle, directly or indirectly, to:

(i) make, solicit, initiate, encourage, entertain, promote or facilitate, including by way of furnishing information, permitting any visit to facilities or properties of LaSalle or entering into any form of agreement, written or verbal, any offer, proposal or inquiry which does or could reasonably be expected to lead to an Acquisition Proposal;

(ii) encourage or participate, directly or indirectly, in any discussions or negotiations regarding any Acquisition Proposal it being acknowledged and agreed that LaSalle may communicate with any Person for the purposes of clarifying the terms of any proposal, advising such Person of the restrictions of this Agreement or advising such Person that their proposal does not constitute a Superior Proposal and is not reasonably expected to constitute or lead to a Superior Proposal;

(iii) withdraw, modify or change in a manner adverse to Harfang, or publicly state that it intends to withdraw, modify, qualify or change in a manner adverse to Harfang, the approval or recommendation of the LaSalle Board of the Arrangement (it being understood that failing to affirm the approval or recommendation of the LaSalle Board of the Arrangement after an Acquisition Proposal has been publicly announced shall be considered a modification which is adverse to Harfang for the purposes of this subsection if the LaSalle Board has not affirmed the approval or recommendation of the Arrangement on the date which is the earlier of (A) ten (10) calendar days after the date on which such Acquisition Proposal has been publicly announced and (B) five (5) Business Days prior to the LaSalle Meeting, unless such Acquisition Proposal was publicly announced within seven (7) Business Days of the LaSalle Meeting in which case as soon as practicable but in any event no later than two Business Days after such announcement);

(iv) approve or recommend, or propose publicly to approve or recommend, any Acquisition Proposal; or

(v) enter into, or propose publicly to enter into, any agreement, written or verbal, related to any Acquisition Proposal or requiring LaSalle to abandon, terminate or fail to consummate the Arrangement or any other transaction contemplated herein or providing for the payment of any break, termination or other fee or expense to any Person in the event that LaSalle completes the Arrangement and the other transactions contemplated herein or any other transaction with Harfang agreed to prior to the termination of this Agreement.

LaSalle shall not, directly or indirectly, consider, discuss, negotiate, accept, approve or recommend an Acquisition Proposal or provide information to any Person proposing an Acquisition Proposal in each case received after the LaSalle Shareholder Approval is obtained.

(c) Notwithstanding subsection 4.3(b) hereof or any other provision of this Agreement, the LaSalle Board may, prior to the approval of the Arrangement Resolution by the LaSalle Shareholders, consider and participate, directly or indirectly, in discussions or negotiations with, or provide information to, or permit visits to the properties or facilities of LaSalle by, a Person who proposes a *bona fide* written Acquisition Proposal:

(i) that was not solicited or encouraged by LaSalle or its representatives after the execution of this Agreement;

(ii) that did not otherwise result from a breach of this section 4.3; and

(iii) that the LaSalle Board determines in good faith, after consultation with its financial advisor and external legal counsel, is or would, if completed in accordance with its terms (disregarding for the purposes of such determination, any term of such Acquisition Proposal that provides for due diligence access which does not exceed fourteen (14) days), reasonably be expected to constitute a Superior Proposal;

provided, however, that prior to taking any such action, LaSalle must;

(iv) give notice to Harfang of such Acquisition Proposal as provided in subsection 4.3 hereof; and

(v) enter into a confidentiality and standstill agreement with the Person making such Acquisition Proposal which is customary in such situations.

If LaSalle receives a request for material non-public information from a Person who has proposed an unsolicited *bona fide* written Acquisition Proposal and LaSalle is permitted, as contemplated under this subsection 4.3(c), to consider and participate, directly or indirectly, in discussions or negotiations with, or provide information to, or permit visits to the properties or facilities of LaSalle, subject to giving notice to Harfang and the execution by such Person of the confidentiality and standstill agreement as described above, LaSalle may provide such Person with such information and access provided that such due diligence access is not provided for a period of more than fourteen (14) days; and further provided that LaSalle sends a copy of any such confidentiality and standstill agreement to Harfang promptly upon its execution and Harfang is provided with a list of, and a copy of, the information provided to such Person (if not previously provided with such information) and is immediately provided with access to similar information to which such Person is provided (if not previously provided with such access).

(d) From and after the date of this Agreement, LaSalle shall promptly (and in any event within 48 hours after it has received any proposal, inquiry, offer or request in respect of an Acquisition Proposal) notify Harfang, at first orally and then in writing, in the event it receives or becomes aware of an Acquisition Proposal, including the material terms and conditions thereof and the identity of the Person or Persons making the Acquisition Proposal, and LaSalle will include copies of any such proposal, inquiry, offer or request, or any amendment to the foregoing to Harfang. LaSalle will also provide such other details of such proposal, inquiry, offer or request, or any amendment to the foregoing as Harfang may reasonably request. LaSalle will keep Harfang fully informed as to the status, including any changes to the material terms of such proposal, inquiry, offer or request, or any amendment to the foregoing, and shall respond promptly to all inquiries from Harfang with respect thereto.

(e) LaSalle shall ensure that its officers and directors and all advisors and representatives retained by any of them are aware of the provisions of this section 4.3, and it shall be responsible for any breach of this section 4.3 by such officers, directors, advisors or representatives.

Right to Accept a Superior Proposal

4.4

(a) Notwithstanding any other provisions of this Agreement, if LaSalle has complied with section 4.3 of this Agreement with respect to a Superior Proposal, LaSalle may accept, approve, recommend or enter into any agreement, understanding or arrangement in respect of such Superior Proposal prior to the approval of the Arrangement Resolution by the LaSalle Shareholders and may terminate this Agreement in accordance with subsection 6.1(c) hereof if, and only if:

(i) LaSalle has provided Harfang with a copy of the document containing the Superior Proposal;

(ii) five (5) Business Days have elapsed from the later of (A) the date Harfang received written notice (a "**Superior Proposal Notice**") advising Harfang that the LaSalle Board has resolved, subject only to compliance with this section 4.4, to accept, approve, recommend or enter into an agreement in respect of such Superior Proposal, specifying the terms and conditions of such Superior Proposal and identifying the Person making such Superior Proposal, and (B) the date Harfang received a copy of the document containing such Superior Proposal;

(iii) the LaSalle Board has determined in good faith (after consultation with external legal counsel) that such action should be taken for the LaSalle Board to properly discharge its fiduciary duties;

(iv) such Superior Proposal does not provide for the payment of any break, termination or other fee or expense to the Person making the Superior

Proposal in the event that LaSalle completes the Arrangement on terms as amended pursuant to section 4.4(b) and the other transactions contemplated in this Agreement or any other transaction with Harfang agreed to prior to the termination of this Agreement;

(v) taking into account any revised proposal made by Harfang since receipt of the Superior Proposal Notice, such Superior Proposal remains a Superior Proposal and the LaSalle Board has again made such determinations; and

(vi) LaSalle has previously or concurrently paid or caused to be paid to Harfang the Termination Fee payable under section 6.3 of this Agreement.

Notwithstanding any other provision herein, in the event that LaSalle provides Harfang with a Superior Proposal Notice on a date that is less than five (5) Business Days prior to the LaSalle Meeting, LaSalle shall adjourn the LaSalle Meeting to a date that is not less than five (5) Business Days and not more than ten (10) Business Days after the date of receipt by Harfang of the Superior Proposal Notice if Harfang so requests by the earlier of (A) two (2) Business Days after receipt of the Superior Proposal Notice and (B) the time immediately prior to the commencement of the LaSalle Meeting.

(b) During the five (5) Business Day period referred to in paragraph 4.4(a) above, Harfang shall have the right, but not the obligation, to offer to amend the terms of this Agreement. The LaSalle Board shall review any proposal by Harfang to amend the terms of this Agreement in good faith in order to determine whether Harfang's amended proposal upon acceptance by LaSalle would result in such Superior Proposal to which Harfang is responding ceasing to be a Superior Proposal. If the LaSalle Board so determines, LaSalle shall enter into an amended agreement with Harfang reflecting Harfang's amended proposal. If the LaSalle Board continues to believe, in good faith and after consultation with its financial advisor and external legal counsel, that such Superior Proposal to which Harfang is responding continues to be a Superior Proposal and therefore rejects Harfang's amended proposal, LaSalle may, on termination of this Agreement in accordance with subsection 6.1(c) hereof and payment of the Termination Fee as required pursuant to section 6.3 hereof, accept, approve, recommend or enter into an agreement, understanding or arrangement in respect of such Superior Proposal.

(c) LaSalle hereby acknowledges and agrees that each successive material modification of any Acquisition Proposal shall constitute a new Acquisition Proposal for purposes of section 4.3 hereof and the requirement under subsection 4.4(a)(ii) hereof to initiate an additional five (5) Business Day notice period.

(d) Unless this Agreement has been terminated in accordance with its terms, if the Information Circular has been sent to the LaSalle Shareholders prior to the expiry of the five (5) Business Day period set forth in subsection 4.4(a)(a)(i)(a)(ii) hereof and, during such period, Harfang requests in writing that the LaSalle Meeting proceed, unless otherwise ordered by the Court, LaSalle shall continue to take all reasonable actions necessary to hold the LaSalle Meeting and to cause the Arrangement to be voted on at the LaSalle Meeting.

Covenants of Harfang

4.5 Harfang hereby covenants and agrees with LaSalle that, until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except with the prior written consent of LaSalle, which consent will not be unreasonably withheld, conditioned or delayed, or other than as expressly contemplated or permitted by this Agreement or otherwise required by Applicable Law:

(a) Harfang shall conduct its business only in the ordinary course of business consistent with past practice and it shall use its commercially reasonable efforts to maintain and preserve its business organization, assets, goodwill, business relationships and relationships with its employees.

(b) to use reasonable commercial efforts to ensure that the Post-Consolidation Harfang Shares are continuously listed and posted for trading on the TSX-V.

(c) Harfang shall keep LaSalle fully informed as to all material decisions or actions required or required to be made with respect to the operation of the business of Harfang, and will allow representatives of LaSalle to provide input with respect to such decisions or actions. Harfang shall grant the representatives of LaSalle reasonable access to the Harfang Properties up to three times and other assets of Harfang as LaSalle may request with reasonable notice.

(d) Except for non-substantive communications and subject to confidentiality restrictions, Harfang shall furnish promptly to LaSalle a copy of (A) each notice, report, schedule or other document or written communication delivered or received by Harfang in connection with this Agreement, the Arrangement and the Interim Order, and (B) any filings made under any Applicable Laws and any dealing or communications with any Governmental Entity, Securities Authority or stock exchange in connection with the completion of, or in any way affecting, the Arrangement and the other transactions contemplated by this Agreement.

(e) Harfang shall not take any action, or 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 that would reasonably be expected to, individually or in the aggregate, prevent, materially delay or materially impede the completion of the Arrangement or the other transactions contemplated herein or would render, or that could reasonably be expected to render, any representation or warranty made by Harfang in this Agreement untrue or inaccurate in any material respect at any time prior to the Effective Time if then made, or that would or could have a Material Adverse Effect on Harfang.

(f) Harfang shall use commercially reasonable efforts to cause current insurance (or reinsurance) policies not to be cancelled or terminated or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance and re-insurance companies of internationally recognized standing providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect.

(g) Harfang shall use commercially reasonable efforts (i) to preserve intact its business organizations and the rights under its material contracts, (ii) to not do anything or fail to do anything which could lead to a breach under any material contract, (iii) to keep available the services of its officers, employees, agents and consultants as a group, (iv) to maintain satisfactory relationships with suppliers, distributors, customers and others having business relationships with it, and (v) to not take any action which could reasonably be expected to be prejudicial to the Harfang Properties or any of the other material assets of Harfang.

(h) Harfang will not engage in any business, enterprise or other activity different from that carried on by it at the date of this Agreement.

(i) Harfang will furnish to LaSalle such information, in addition to the information contained in this Agreement, relating to Harfang, the Harfang Properties and other assets of Harfang as may reasonably be requested by LaSalle, and such information provided by Harfang to LaSalle when read together with all other information provided by Harfang hereunder will be true and complete in all material respects.

(j) Harfang will promptly notify LaSalle in writing if:

 (i) Harfang becomes aware that any of the representations and warranties of Harfang in this Agreement is untrue or inaccurate in any material respect;

 (ii) there has been, or is reasonably expected to be, any breach of any covenant or agreement of Harfang contained in this Agreement; or

 (iii) there has been a Material Adverse Change in respect of Harfang.

(k) Harfang shall use all commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary to consummate and make effective as promptly as is practicable the Arrangement and the other transactions contemplated in this Agreement, including:

 (i) to seek and obtain the TSX-V's approval of the Arrangement and the Harfang Consolidation;

 (ii) to assist LaSalle with its application for the Interim Order and the Final Order as provided in Article 2;

 (iii) to the extent that satisfaction of such condition precedents are within its control, to satisfy the conditions set out in Article 5 hereof as soon as reasonably possible;

 (iv) to apply for and obtain such other consents, orders, acceptances or approvals as are necessary or desirable for the implementation of the Arrangement; and

 (v) to defend all lawsuits or other legal, regulatory or other proceedings against Harfang challenging or affecting this Agreement or the consummation of the transactions contemplated hereby;

(l) on the Effective Date, to execute and deliver, or cause to be executed and delivered, such customary agreements, certificates, opinions, resolutions and other closing documents as may be required by LaSalle, all in form satisfactory to LaSalle, acting reasonably;

(m) prior to completion of the Plan of Arrangement, the Harfang Board shall procure duly executed resignations and releases in favour of Harfang in form and substance satisfactory to LaSalle, acting reasonably, from each director and officer of LaSalle who will no longer be serving in such capacity or capacities following completion of the Plan of Arrangement;

(n) to make necessary filings for and complete the Harfang Consolidation prior to the Effective Time;

(o) Subject to the terms and conditions of this Agreement and the Arrangement and Applicable Laws, pay the Consideration Shares to be paid pursuant to the Arrangement at the Effective Time;

(p) to take all corporate action necessary to reserve for issuance a sufficient number of Post-Consolidation Harfang Shares for delivery upon exercise of the Replacement Harfang Options and the Replacement Harfang Warrants;

(q) Harfang shall not amend or propose to amend its constating documents;

(r) Harfang shall not split, combine or reclassify any of the Harfang Shares or, other than in accordance with past practice, declare, set aside or pay any dividend or other distribution payable in cash, securities, property or otherwise with respect to the Harfang Shares, other than as contemplated in this Agreement;

(s) Subject to completion of the Escrow Release Conditions, to convert all outstanding Harfang Subscription Receipts, without any further action on the part of any Harfang Subscription Receipt Holder, to be immediately thereafter exchanged for Post-Consolidation Harfang Shares; and

(t) Harfang shall prepare and file with the applicable Governmental Authorities and the TSX-V, all necessary applications required in order to permit the issue of Post-Consolidation Harfang Shares as contemplated hereunder upon the Effective Date and upon the exercise of Harfang Replacement Options and the Harfang Replacement Warrants in accordance with the terms thereof.

Officers' and Directors' Insurance

4.6 Prior to the Effective Date, LaSalle shall purchase run off directors' and officers' liability insurance for a period of up to six (6) years from the Effective Date providing coverage for such persons on terms comparable to those contained in the current insurance policies, provided that the aggregate cost therefor does not exceed $50,000; and after the Effective Date Harfang agrees not to, and to cause LaSalle not to, take any action to terminate or reduce such directors' and officers' liability insurance for six (6) years from the Effective Date. This section 4.6 shall survive the termination of this Agreement as a result of the occurrence of the Effective Date for a period of six (6) years.

Indemnities and Officer Obligations

4.7 Harfang agrees that if the Arrangement is completed it shall or it shall cause LaSalle or any successor to LaSalle to fulfil its obligations pursuant to indemnities provided or available to past and present officers and directors of LaSalle pursuant to the provisions of the notice of articles and articles of LaSalle, as applicable, as of the date hereof, the BCBCA or indemnity agreements in force as of the date hereof or to be entered immediate prior to the Effective Time with Harfang's approval with such officers or directors, as set forth in Schedule E and copies of which have been or will be provided to Harfang. In addition, following completion of the Arrangement, Harfang shall cause LaSalle to honour all obligations under LaSalle's existing employment agreements including by paying to the individuals party to such agreements, in each case, such amounts as are required by such agreements to be paid upon the consummation of a transaction such as the Arrangement pursuant to the terms of such agreements in effect on the date hereof pursuant to the terms of such agreements in effect on the date hereof as set out in the LaSalle Disclosure Letter.

Third Party Beneficiaries

4.8 The provisions of sections 4.6 and 4.7 are:

(a) intended for the benefit of all past and present directors and officers of LaSalle and its predecessors, as and to the extent applicable in accordance with their terms, and shall be enforceable by each of such Persons and his or her heirs, executors, administrators and other legal representatives (collectively, the "**Third Party Beneficiaries**"); and LaSalle and Harfang shall hold the rights and benefits of sections 4.6 and 4.7 in trust for and on behalf of the Third Party Beneficiaries and Harfang and LaSalle hereby accept such trust and agree to hold the benefit of and enforce performance of such covenants on behalf of the Third Party Beneficiaries; and

(b) in addition to, and not in substitution for, any other rights that the Third Party Beneficiaries may have by contract or otherwise.

U.S. Securities Law Matters

4.9 The Arrangement will be carried out with the intention that all Post-Consolidation Harfang Shares issued on completion of the Arrangement to LaSalle Shareholders, all Harfang Replacement Options issued on completion of the Arrangement to LaSalle Optionholders will be issued by Harfang in reliance on the exemption from the registration requirements of the 1933 Act provided by the Section 3(a)(10) Exemption (the "**Section 3(a)(10) Exemption**"). In order to ensure the availability of the Section 3(a)(10) Exemption, the Parties agree that the Arrangement will be carried out on the following basis:

(i) the Court will be advised as to the intention of the Parties to rely on the Section 3(a)(10) Exemption prior to the hearing required to approve the Arrangement;

(ii) the Court will be required to satisfy itself as to the fairness of the Arrangement to the LaSalle Shareholders and the LaSalle Optionholders subject to the Arrangement, and the Final Order approving the Arrangement that is obtained from the Court will expressly state that the

Arrangement is approved by the Court as being fair to the LaSalle Shareholders and the LaSalle Optionholders;

(iii) each LaSalle Shareholder, LaSalle Warrantholder and LaSalle Optionholder will be given adequate notice advising them of their right to attend the hearing of the Court to give approval of the Arrangement and providing them with sufficient information necessary for them to exercise that right and the Interim Order approving the LaSalle Meeting will specify that each LaSalle Shareholder and each LaSalle Optionholder will have the right to appear before the Court at the hearing of the Court to give approval of the Arrangement so long as they enter an appearance within a reasonable time;

(iv) the LaSalle Shareholders, LaSalle Warrantholders and the LaSalle Optionholders will be advised that the Post-Consolidation Harfang Shares, the Harfang Replacement Warrants and the Harfang Replacement Options issued pursuant to the Arrangement have not been registered under the 1933 Act and will be issued by Harfang in reliance on the Section 3(a)(10) Exemption, and that certain restrictions on resale under the securities laws of the United States, including, as applicable, Rule 144 under the 1933 Act, may be applicable with respect to securities issued to affiliates of Harfang;

(v) the LaSalle Warrantholders and LaSalle Optionholders will be advised that the Section 3(a)(10) Exemption does not exempt the issuance of securities upon the exercise of any securities that were issued pursuant to the Section 3(a)(10) Exemption, and that Harfang Replacement Warrants and Harfang Replacement Options issued pursuant to the Arrangement therefore may not be exercised in the United States or by or on behalf of any U.S. Person or a Person in the United States, and further that any Post-Consolidation Harfang Shares issued upon such exercise may not be offered or resold except pursuant to registration under the 1933 Act or an exemption from such registration requirements; and

(vi) LaSalle will request that the Final Order include a reference to the fact that the Court has been advised that the parties intend to rely upon the Final Order as a basis of a claim to an exemption, pursuant to Section 3(a)(10) of the 1933 Act from the registration requirements otherwise imposed by that act, regarding the distribution of securities of Harfang pursuant to the Arrangement.

ARTICLE 5
CONDITIONS PRECEDENT

Mutual Conditions Precedent of LaSalle and Harfang

5.1 The respective obligations of the Parties to complete the Arrangement shall be subject to the satisfaction, at or before the Effective Time, of the following conditions precedent, each of which may only be waived, in whole or in part, by mutual consent of the Parties:

(a) the Interim Order shall have been granted in form and substance satisfactory to the Parties, acting reasonably, and shall not have been set aside or modified in a manner unacceptable to the Parties, acting reasonably, on appeal or otherwise;

(b) the Court shall have determined that the terms and conditions of the exchange of LaSalle Shares for Consideration Shares, of LaSalle Options for Harfang Replacement Options and of certain applicable LaSalle Warrants, if any, for Harfang Replacement Warrants, in each case pursuant to the Plan of Arrangement, are procedurally and substantively fair to holders of LaSalle Shares, and LaSalle Options and those applicable LaSalle Warrants;

(c) the LaSalle Shareholder Approval shall have been obtained at the LaSalle Meeting in accordance with the Interim Order;

(d) the Harfang Financing shall have been completed and closed;

(e) the Harfang Stock Option Plan Amendment shall have approved by the Harfang Board;

(f) the Escrow Release Conditions shall have been satisfied and the underlying Post-Consolidation Harfang Shares shall have been been approved for issuance immediately after the Effective Time and the Harfang Consolidation;

(g) the Final Order shall have been granted in form and substance satisfactory to the Parties, acting reasonably, and shall not have been set aside or modified in a manner unacceptable to the Parties, acting reasonably, on appeal or otherwise;

(h) no Applicable Law will have been enacted, issued, promulgated, enforced, made, entered, issued or applied and no proceeding will otherwise have been taken under any Applicable Laws or by any Governmental Entities (whether temporary, preliminary or permanent) that makes the Arrangement illegal or otherwise directly or indirectly cease trades, enjoins, restrains or otherwise prohibits completion of the Arrangement;

(i) the Key Regulatory Approvals and third party consents, as applicable, shall have been obtained;

(j) the TSX-V shall have conditionally approved the listing thereon of the Post-Consolidation Harfang Shares to be issued pursuant to the Arrangement as of the Effective Date, or as soon as possible thereafter;

(k) the distribution of the Post-Consolidation Harfang Shares and any other securities of Harfang issued in exchange for securities of LaSalle in the United States pursuant to the Arrangement shall be exempt from registration requirements under the 1933 Act and, except with respect to Persons deemed "affiliates" of Harfang under the 1933 Act and Persons deemed "affiliates" of Harfang under the 1933 Act within ninety (90) days of the Effective Date, the Post-Consolidation Harfang Shares and any other securities of Harfang issued in exchange for securities of LaSalle to be distributed in the United States pursuant to the Arrangement shall not be subject to resale restrictions in the United States under the 1933 Act, provided however, that LaSalle Warrants and LaSalle Options, or any Harfang securities issued in exchange therefor, may not be exercised in the United States or behalf or for the benefit of, a U.S. Person or a Person in the United States, unless registered under the 1933 Act or an exemption is available from the registration requirements of the 1933 Act and any applicable state securities laws, and, if requested, the holder furnishes to Harfang an opinion of counsel or other documentation satisfactory to Harfang to such effect; and

(l) this Agreement shall not have been terminated pursuant to Article 6 hereof.

Conditions Precedent to Obligations of LaSalle

5.2 The obligation of LaSalle to complete the Arrangement is subject to the satisfaction, on or before the Effective Time, of each of the following conditions, which conditions are for the sole benefit of LaSalle and may be waived by LaSalle in whole or in part by notice in writing to Harfang without prejudice to the rights of LaSalle to rely on any other condition:

(a) there shall not have been or occurred a Material Adverse Effect;

(b) the Harfang Consolidation being completed;

(c) the representations and warranties made by Harfang in this Agreement that are qualified by references to materiality or the expression “Material Adverse Change” or “Material Adverse Effect” shall be true and correct as of the Effective Time as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), and all other representations and warranties made by Harfang in this Agreement that are not so qualified shall be true and correct in all material respects as of the Effective Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), in either case, except where any failures or breaches of representations and warranties would not, either individually or in the aggregate, in the reasonable judgment of Harfang, have a Material Adverse Effect on, or constitute a Material Adverse Change in respect of, Harfang, and Harfang shall have provided to LaSalle a certificate of two officers (without personal liability) thereof certifying such accuracy. No representation or warranty made by Harfang hereunder shall be deemed not to be true and correct if the facts or circumstances that make such representation or warranty untrue or incorrect are disclosed or referred to in the Harfang Disclosure Letter, or provided for or stated to be exceptions under this Agreement; and

(d) Harfang shall have fulfilled or complied in all material respects with its obligations, covenants and agreements herein to be fulfilled or complied with by it on or prior to the Effective Time, and Harfang shall have delivered to LaSalle a certificate of two officers (without personal liability) thereof confirming same addressed to LaSalle and dated the Effective Date.

Conditions Precedent to Obligations of Harfang

5.3 The obligation of Harfang to complete the Arrangement is subject to the satisfaction of each of the following conditions on or before the Effective Time, which conditions are for the sole benefit of Harfang and may be waived by it in whole or in part by notice in writing to LaSalle without prejudice to the rights of Harfang to rely on any other condition:

(a) there shall not have been or occurred a Material Adverse Effect;

(b) the representations and warranties made by LaSalle in this Agreement that are qualified by references to materiality or the expression "Material Adverse Change" or "Material Adverse Effect" shall be true and correct as of the Effective Time as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), and all other representations and warranties made by LaSalle in this Agreement that are not so qualified shall be true and correct in all material respects as of the Effective Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), in either case, except where any failures or breaches of representations and warranties would not, either individually or in the aggregate, in the reasonable judgment of Harfang, have a Material Adverse Effect on, or constitute a Material Adverse Change in respect of, LaSalle, and LaSalle shall have provided to Harfang a certificate of two officers (without personal liability) thereof certifying such accuracy. No representation or warranty made by LaSalle hereunder shall be deemed not to be true and correct if the facts or circumstances that make such representation or warranty untrue or incorrect are disclosed or referred to in the LaSalle Disclosure Letter, or provided for or stated to be exceptions under this Agreement;

(c) LaSalle shall have fulfilled or complied in all material respects with its obligations, covenants and agreements herein to be fulfilled or complied with by it on or prior to the Effective Time, and LaSalle shall have delivered to Harfang a certificate of two officers (without personal liability) thereof confirming same addressed to Harfang and dated the Effective Date;

(d) LaSalle Shareholders holding no more than 5% of the outstanding LaSalle Shares shall have exercised their Dissent Rights (and not withdrawn such exercise) and Harfang shall have received a certificate dated the day immediately preceding the Effective Time of two officers of LaSalle to such effect;

(e) each of the Lock-up Agreements shall not have been terminated unless such termination is as a result of the breach by Harfang of any representations, warranties, covenants or other obligations thereunder; and

(f) subject to the terms of this Agreement, the LaSalle Board shall not have withdrawn, modified, qualified or changed in a manner adverse to Harfang, or publicly stated that it intends to withdraw, modify, qualify or change in a manner adverse to Harfang its recommendation to LaSalle Shareholders that they vote in favour of the Arrangement Resolution.

Co-operation

5.4 Each of the Parties will use all reasonable efforts to satisfy each of the conditions precedent to be satisfied by it and take, or cause to be taken, all other actions and do, or cause to be done, all other things necessary, proper or advisable under Applicable Laws to permit the completion of the Arrangement and the other transactions contemplated in this Agreement in accordance with the provisions of this Agreement and to complete and make effective the Arrangement and the other transactions contemplated in this Agreement and to co-operate with each other in connection with the foregoing.

Notice and Cure Provisions

5.5 Each Party shall give prompt notice to the other Party of the occurrence, or failure to occur, at any time from the date hereof until the earlier of the termination of this Agreement and the Effective Time, of any event or state of facts which occurrence or failure would be likely to or could:

(a) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate in any material respect between the date hereof and the Effective Time (provided that this paragraph shall not apply in the case of any event or state of facts resulting from inactions or omissions of LaSalle which are permitted or required by this Agreement);

(b) result in the failure to comply with or satisfy any covenant or agreement to be complied with or satisfied by such Party prior to the Effective Time; or

(c) result in the failure to satisfy any of the conditions precedent in favour of the other Party hereto contained in section 5.1, 5.2 or 5.3 hereof, as the case may be.

Subject as herein provided, a Party may elect not to complete the Arrangement pursuant to the conditions contained in section 5.1, 5.2 or 5.3 hereof in favour of such Party or exercise any termination right arising therefrom; provided, however, that:

(d) promptly, and in any event prior to the Effective Date, the Party intending to rely thereon has delivered a written notice to the other Party specifying in reasonable detail the breaches of covenants or untruthfulness or inaccuracy of representations and warranties or other matters which the Party delivering such notice is asserting as the basis for non-completion of the Arrangement or the exercise of the termination right, as the case may be; and

(e) if any such notice is delivered, and a Party is proceeding diligently, at its own expense, to cure such matter, if such matter is susceptible to being cured, the Party which has delivered such notice may not terminate this Agreement until the earlier of the Termination Deadline and the expiration of a period of fifteen (15) days from the date of delivery of such notice, provided that, if such notice has been delivered prior to the date of the LaSalle Meeting, the LaSalle Meeting shall be adjourned or postponed until the expiry of such period.

Merger of Conditions

5.6 The conditions set out in sections 5.1, 5.2 or 5.3 hereof shall be conclusively deemed to have been satisfied, fulfilled or waived at the Effective Time.

ARTICLE 6
TERMINATION AND AMENDMENT

Rights of Termination

6.1 This Agreement may be terminated at any time prior to the Effective Date (notwithstanding any approval of this Agreement or the Arrangement Resolution by the LaSalle Shareholders or of the Arrangement by the Court):

(a) by the mutual written consent and agreement of LaSalle and Harfang;

(b) by Harfang if (i) subject to there not having occurred a Material Adverse Effect on or with respect to Harfang, the LaSalle Board shall have withdrawn, modified or changed in a manner adverse to Harfang its approval or recommendation of the Arrangement (including as contemplated by sections 4.3 and 4.4 hereof), (ii) the LaSalle Board shall have approved or recommended an Acquisition Proposal, including for greater certainty upon the failure by Harfang to exercise its right under section 4.4(b) to match a Superior Proposal, or (iii) the LaSalle Board proposes publicly to take any action contemplated by (i) or (ii) above;

(c) by LaSalle in order to enter into a definitive written agreement (other than a confidentiality and standstill agreement as contemplated by section 4.3(b)(v)) with respect to a Superior Proposal, subject to compliance with this agreement including section 4.4 hereof and payment of the Termination Fee pursuant to section 6.3 hereof;

(d) by LaSalle or Harfang if the LaSalle Shareholder Approval shall not have been obtained at the LaSalle Meeting;

(e) by Harfang if LaSalle shall have failed to hold the LaSalle Meeting on or before March 31, 2022, unless such failure results from (i) delays in obtaining all required regulatory approvals that are beyond the control of LaSalle, (ii) Harfang having breached its obligations under this Agreement, (iii) an order issued by a Governmental Entity or LaSalle otherwise complying with Applicable Laws, or (iv) an adjournment or postponement of the LaSalle Meeting (1) in the circumstances described in subsection 4.4(a) hereof, or (2) pursuant to subsection 5.5(e) hereof;

(f) by Harfang if there is a breach by LaSalle or any of its directors, officers, advisors, agents or any other representative thereof of any of the covenants provided in paragraph 4.1(e)(v), section 4.3 or 4.4 hereof, in each case, prior to the Effective Date;

(g) subject to section 5.5 hereof, by Harfang if Harfang is not in material breach of its obligations under this Agreement and LaSalle breaches any of its representations, warranties, covenants or agreements contained in this Agreement, which breach would give rise to the failure of a condition set forth in section 5.1 or 5.3 hereof;

(h) subject to section 5.5 hereof, by LaSalle if LaSalle is not in material breach of its obligations under this Agreement and Harfang breaches any of its representations, warranties, covenants or agreements contained in this Agreement, which breach would give rise to the failure of a condition set forth in section 5.1 or 5.2 hereof; or

(i) by LaSalle if LaSalle is not in material breach of its obligations under this Agreement, and the Harfang Board shall have withdrawn, modified or changed in a manner adverse to LaSalle its approval or recommendation of the Arrangement, or its obligations thereunder.

Termination Deadline

6.2 If the Effective Date does not occur on or before the Termination Deadline, this Agreement will terminate on notice by either Party to the other Party. The right to terminate this Agreement under this section 6.2 shall not be available to any Party whose action or failure to act has been a principal cause of or resulted in the failure of the Effective Date to occur on or before the Termination Deadline and such action or failure to act constitutes a breach of this Agreement.

Termination Fee

6.3 If:

(a) this Agreement is terminated pursuant to subsections 6.1(b) or 6.1(c) hereof; or

(b) either LaSalle or Harfang shall terminate this Agreement pursuant to subsection 6.1(d) hereof in circumstances where the Arrangement Resolution has not received the required LaSalle Shareholder Approval at the LaSalle Meeting provided (i) a bona fide Acquisition Proposal, or an intention to make a bona fide Acquisition Proposal, has been publicly announced or made by any Person other than Harfang prior to the LaSalle Meeting and not publicly withdrawn more than five (5) Business Days prior to the LaSalle Meeting, and (ii) LaSalle enters into an agreement with respect to such Acquisition Proposal, and such Acquisition Proposal is completed, after the date of this Agreement and prior to the expiration of six (6) months following the termination of this Agreement; or

(c) Harfang shall terminate this Agreement pursuant to subsection 6.1(e) or 6.1(f) hereof;

then in any such case LaSalle shall pay or cause to be paid to Harfang a termination fee (the "**Harfang Termination Fee**") of $300,000, in immediately available funds to an account designated by Harfang. In the circumstances set forth in subsection 6.3(a) or (c) above, the Termination Fee shall be payable at the time of termination, and, in the circumstances set forth in subsection 6.3(b) above, the Harfang Termination Fee shall be payable within three (3) Business Days following the earlier of the date on which LaSalle enters into an agreement in respect of the Acquisition Proposal or the date on which LaSalle consummates the Acquisition Proposal. If LaSalle does not have sufficient financial resources to pay the Termination Fee in order for LaSalle to enter into any agreement (other than a confidentiality and standstill agreement permitted by Section 4.3(c)(v)) relating to an Acquisition Proposal or Superior Proposal, where the entering into of such agreement or the acceptance, recommendation or approval of such Acquisition Proposal or Superior Proposal, as the case may be (or the proposal by LaSalle to do so), would or may give rise to the payment of the Termination Fee, it shall be a condition of any such agreement that the person making such Acquisition Proposal or Superior Proposal, as applicable, shall advance or otherwise provide LaSalle the cash required for LaSalle to pay the Termination Fee, which amount shall be so advanced or provided prior to the date on which LaSalle is required to pay the Termination Fee pursuant to this Section 6.3. LaSalle shall not be obligated to make more than one payment pursuant to this section 6.3. LaSalle hereby acknowledges that the payment amount set out in this section 6.3 is a payment of liquidated damages which are a genuine pre-estimate of the damages which Harfang will suffer or incur as a result of the event giving rise to such damages and the resultant non-completion of the Arrangement and is not a penalty. For greater certainty, Harfang agrees that, upon any termination of this Agreement under circumstances where Harfang is entitled to the Termination Fee and the Termination Fee is paid in full, Harfang shall be precluded for any other remedy against LaSalle at law or in equity or otherwise (including, without limitation, an order for specific performance), and shall not seek to obtain any recovery, judgment, or damages of any kind, including consequential, indirect or punitive damages against LaSalle or irs directors, officers, employees, partners, managers, members, shareholders or affiliates in connection with this Agreement or the transactions contemplated by this Agreement.

If LaSalle terminates this Agreement pursuant to subsection 6.1(i) hereof then in such case Harfang shall pay or cause to be paid to LaSalle a termination fee (the "**LaSalle Termination Fee**") of $300,000, in immediately available funds to an account designated by LaSalle, payable at the time of termination.

The Parties hereby acknowledge that the payment amount set out in this section 6.3 is a payment of liquidated damages which are a genuine pre-estimate of the damages which the respective Party will suffer or incur as a result of the event giving rise to such damages and the resultant non-completion of the Arrangement and is not a penalty. For greater certainty, the Parties agree that, upon any termination of this Agreement under circumstances where either party is entitled to the Termination Fee and the Termination Fee is paid in full, the Recipient Party shall be precluded for any other remedy against the paying Party at law or in equity or otherwise (including, without limitation, an order for specific performance), and shall not seek to obtain any recovery, judgment, or damages of any kind, including consequential, indirect or punitive damages against the paying Party or its directors, officers, employees, partners, managers, members, shareholders or affiliates in connection with this Agreement or the transactions contemplated by this Agreement.

6.4 This Agreement and the Plan of Arrangement may, at any time and from time to time before or after the holding of the LaSalle Meeting but not later than the Effective Time, be amended by mutual written agreement of the Parties, and any such amendment may, subject to the Interim Order and the Final Order and Applicable Laws, without limitation:

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

(b) waive any inaccuracies or modify any of the representations or warranties contained herein or in any document delivered pursuant hereto;

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

(d) waive compliance with or modify any mutual conditions precedent herein contained.

Waiver

6.5 At any time prior to the Effective Date, any Party may, by written instrument:

(a) extend the time for the performance of any of the obligations or other acts of the other Party; or

(b) waive compliance with any of the covenants or agreements of the other Party or with any conditions to its own obligations, but in each case only to the extent such obligations, agreements and conditions are intended for its benefit.

Remedies

6.6 The Parties acknowledge and agree that an award of money damages may be inadequate for any breach of this Agreement by any Party or its representatives and advisors and that such breach may cause the non-breaching Party irreparable harm. Accordingly, the Parties agree that, in the event of any such breach or threatened breach of this Agreement by one of the Parties, Harfang (if LaSalle is the breaching Party) or LaSalle (if Harfang is the breaching Party) will be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including injunctive relief and specific performance. Subject to any other provision hereof, such remedies will not be the exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available hereunder or at law or in equity to each of the Parties.

ARTICLE 7
GENERAL

Notice

7.1 All notices, requests, demands and other communications hereunder shall be deemed to have been given and made if in writing and if served by personal delivery upon the Party hereto for whom it is intended, or if sent by facsimile transmission, upon receipt of confirmation that such transmission has been received, to the Person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such Person.

To Harfang:

Harfang Exploration Inc.
1100 des Canadiens-de-Montréal Avenue, Suite 300
Montreal, Québec H3B 2S2
Attention: André Gaumond
Telephone: REDACTED [PRIVATE MOBILE NUMBER]
Email: REDACTED [PRIVATE EMAIL ADDRESS]

with a copy to (which copy shall not constitute notice):

Fasken Martineau DuMoulin LLP
800 Victoria Square, Suite 3500
Montreal, Québec H4Z 1E9
Attention: Frank Mariage
Telephone: 514-397-7540
Email: fmariage@fasken.com

To LaSalle (prior to the Effective Date):

LaSalle Exploration Corp.
2080 – 777 Hornby Street
Vancouver, BC V6Z 1S4
Attention: Ian Campbell
Telephone: REDACTED [PRIVATE MOBILE NUMBER]
Email: icampbell@lasallecorp.com

with a copy to (which copy shall not constitute notice):

Armstrong Simpson
2080 – 777 Hornby Street
Vancouver, BC V6Z 1S4
Attention: Paul Simpson
Telephone: 604-633-4286
Email: sps@armlaw.com

Any such notice, direction or other instrument, whether personally delivered or transmitted by facsimile transmission, shall be deemed to have been given and received at the time and on the date on which it was personally delivered to or received in the office of the addressee, as the case may be, if personally delivered or transmitted prior to 5:00 p.m. (at the place of the addressee) on a Business Day or, if personally delivered or transmitted later than that time, at 9:00 a.m. (at the place of the addressee) on the subsequent Business Day. Any Party may change its address for service from time to time by notice given to the other Party in accordance with the foregoing. Any notice, direction or other instrument personally delivered or transmitted under this Agreement shall be signed by one or more officers of the Party delivering it.

Binding Effect

7.2 This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors.

No Assignment

7.3 This Agreement may not be assigned by any Party without the prior written consent of the other Party.

Public Statements

7.4 Neither Party shall make any announcement regarding the Arrangement or the other transactions contemplated herein which has not been previously reviewed and commented on by the other Party, except that either Party may issue a press release or make a filing with a regulatory authority if external legal counsel for such Party advises that such press release or filing is necessary in order to comply with Applicable Laws or the rules and policies of any stock exchange, in which case such Party will first make a reasonable effort to obtain the approval of the other Party. Harfang and LaSalle shall issue a joint press release with respect to this Agreement and the Arrangement promptly following the execution of this Agreement, the text of such announcement to be in a form approved by each of Harfang and LaSalle in advance, acting reasonably and without delay.

Entire Agreement

7.5 This Agreement together with the Confidentiality Agreement, constitutes the entire agreement between the Parties and supersedes all other prior agreements, negotiations, discussions, understandings and undertakings, both written and oral, between the Parties relating to the subject matter hereof.

Time of Essence

7.6 Time shall be of the essence of this Agreement.

Severability

7.7 If any provision of this Agreement, or the application thereof, is determined for any reason and to any extent to be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other Persons and circumstances shall remain in full force and effect, provided that the legal or economic substance of the transactions contemplated hereby is not thereby affected in a manner adverse to either Party.

Counterpart Executions and Facsimile Transmissions

7.8 This Agreement may be executed in counterparts, each of which when delivered (whether in originally executed form or by facsimile or other electronic transmission) shall be deemed to be an original and all of which together shall constitute one and the same document.

Fees and Expenses

7.9 Each Party hereto shall be responsible for its own fees and expenses relating to the Arrangement and the other transactions contemplated herein including, without limitation, regulatory fees and fees of professional advisers, including legal counsel and auditors.

Investigation

7.10 Any investigation by a Party and its advisers shall not mitigate, diminish or affect the representations and warranties of the other Party contained in this Agreement or any document or certificate given pursuant thereto.

Further Assurances

7.11 The Parties will do all such further acts and things and will execute such further documents and agreements as may be necessary to give effect to the terms and conditions of this Agreement.

Waiver

7.12 Any waiver or release of any of the provisions of this Agreement, to be effective, must be in writing executed by the Party granting such waiver or release.

Governing Law

7.13 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each of the Parties irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of British Columbia.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

HARFANG EXPLORATION INC.

Per: *(s) François Goulet*
Name:François Goulet
Title: President and CEO

LASALLE EXPLORATION CORP.

Per: *(s) Ian Campbell*
Name: Ian Campbell
Title: CEO

SCHEDULE A

PLAN OF ARRANGEMENT UNDER PART 9, DIVISION 5 OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

1. **INTERPRETATION**

(a) Definitions: In this Plan of Arrangement, unless the context otherwise requires, the following words and terms shall have the meanings hereinafter set out:

(i) "**Arrangement**" means the arrangement under Section 288 of the BCBCA on the terms and conditions set forth in this Plan of Arrangement, subject to any amendment or variations thereto in accordance with section 6.4 of the Arrangement Agreement or section 6(a) of this Plan of Arrangement or at the direction of the Court in the Final Order with the prior written consent of LaSalle and Harfang, each acting reasonably;

(ii) "**Arrangement Agreement**" means the Arrangement Agreement dated January 5, 2022 between Harfang and LaSalle, together with the schedules thereto and the disclosure letters delivered by LaSalle and by Harfang in connection therewith and the schedules to such disclosure letters, as amended from time to time in accordance with its terms;

(iii) "**Arrangement Resolution**" means the special resolution of LaSalle Shareholders approving the Arrangement as required by the Interim Order, substantially in the form and content of Schedule I to the Arrangement Agreement;

(iv) "**BCBCA**" means the *Business Corporations Act* (British Columbia) as now enacted and as amended and the regulations thereto;

(v) "**Business Day**" means a day which is not a Saturday, Sunday or civic or statutory holiday in Montreal, Québec and Vancouver, British Columbia;

(vi) "**Consideration**" means the consideration to be received by the LaSalle Shareholders pursuant to this Plan of Arrangement for their LaSalle Shares, consisting of 0.1813 of a Post-Consolidation Harfang Share for each LaSalle Share;

(vii) "**Court**" means the Supreme Court of British Columbia;

(viii) "**Depositary**" means Computershare Investor Services Inc., or any other trust company, bank or financial institution agreed to in writing between the Parties for the purpose of, among other things, exchanging certificates representing LaSalle Shares for the Consideration Shares in connection with the Arrangement;

(ix) "**Dissent Rights**" has the meaning ascribed thereto in Article 4 hereof;

(x) "**Dissenting Shareholder**" means a registered LaSalle Shareholder who has duly and validly exercised his Dissent Rights in strict compliance with the dissent procedures set out under Division 2 of Part 8 of the BCBCA, as modified by Section 3(d), the Interim Order and the Final Order and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;

(xi) "**DRS**" shall have the meaning ascribed thereto in Section 3(c);

(xii) "**Effective Date**" means the date agreed to by the Company, and the Purchaser in writing as the effective date of the Arrangement after all of the conditions precedent to the completion of the Arrangement as set out in the Arrangement Agreement have been satisfied or waived, including that the Final Order has been granted by the Court;

(xiii) "**Effective Time**" means 12:01 a.m. (Vancouver time) on the Effective Date;

(xiv) "**Exchange Ratio**" means 0.1813 of a Post-Consolidation Harfang Share for each LaSalle Share;

(xv) "**Final Order**" means the final order of the Court pursuant to section 291 of the BCBCA, after being informed of the intention to rely upon the exemption from the registration requirements under Section 3(a)(10) of the U.S. Securities Act in connection with the issuance of the Consideration (including any Harfang Replacement Options or Harfang Replacement Warrants, if any,) in the United States, approving the Arrangement after a hearing upon the procedural and substantive fairness of the terms and conditions of the Arrangement, as such order may be affirmed, amended, modified, supplemented or varied by the Court with the consent of the Parties 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 LaSalle and Harfang, each acting reasonably) on appeal;

(xvi) "**final proscription date**" shall have the meaning ascribed thereto section 5(c);

(xvii) "**Harfang**" means Harfang Exploration Inc., a corporation existing under the laws of the Province of Québec;

(xviii) "**Harfang Consolidation**" means the considation of common shares to be carried out by Harfang immediately prior to the Effective Time that will result in Harfang having upon issuance of the Consideration Shares and at the Effective Time, a total of approximately 50,000,000 common shares outstanding, but not including any Post-Consolidation Harfang Shares to be issued as a result of the Harfang Financing;

(xix) "**Post-Consolidation Harfang Shares**" means the common shares of Harfang following the Harfang Consolidation .

(xx) “**Harfang Replacement Options**” has the meaning given to such term in section 3(b)(i) hereof;

(xxi) “**Harfang Replacement Option In-The Money Amount**” in respect of a Harfang Replacement Option means the amount, if any, by which the total fair market value (determined immediately after the Effective Time) of the Post-Consolidation Harfang Shares that a holder is entitled to acquire on exercise of the Harfang Replacement Option at and from the Effective Time exceeds the amount payable to acquire such shares;

(xxii) “**Harfang Replacement Warrants**” has the meaning given to such term in section 3(b)(i) hereof.

(xxiii) “**Harfang Shares**” means the common shares which Harfang is authorized to issue as presently constituted;

(xxiv) “**Harfang Stock Option Plan**” means the stock option plan of Harfang dated October 1, 2010, as amended pursuant to the Harfang Stock Option Plan Amendment;

(xxv) “**Harfang Stock Option Plan Amendment**” means the an amendment to the Harfang Stock Option Plan to, among other things, extend the expiry date of the Harfang Replacement Options issued to persons who will not be considered an “Eligible Person” (as defined in the Harfang Stock Option Plan) to the earlier of (i) the expiry date the LaSalle Options so replaced and (ii) the date that is twelve months from the Effective Date, in a form acceptable to both LaSalle and Harfang, each acting reasonably;

(xxvi) “**Interim Order**” means the interim order of the Court, after being informed of the intention to rely upon the exemption from the registration requirements under section 3(a)(10) of the U.S. Securities Act in connection with the issuance of the Consideration (including any Harfang Replacement Options or Harfang Replacement Warrants, if any) in the United States, providing for, among other things, the calling and holding of the LaSalle Meeting, as the same may be amended by the Court with the consent of LaSalle and Harfang, each acting reasonably;

(xxvii) “**LaSalle**” means LaSalle Exploration Corp., a corporation existing under the laws of the Province of British Columbia;

(xxviii) “**LaSalle Meeting**” means the special meeting of LaSalle Shareholders, including any adjournment or adjournments or postponement or postponements thereof, to be called and held in accordance with the Interim Order to be held for the purpose of obtaining approval of the LaSalle Shareholders of the Arrangement Resolution;

(xxix) “**LaSalle Optionholders**” means the holders of LaSalle Options immediately prior to the Effective Time;

(xxx) “**LaSalle Options**” means the outstanding options to acquire LaSalle

Shares;

(xxxi) "**LaSalle Option In-The Money Amount**" in respect of a LaSalle Option means the amount, if any, by which the total fair market value (determined immediately before the Effective Time) of the LaSalle Shares that a holder is entitled to acquire on exercise of the LaSalle Option immediately before the Effective Time exceeds the amount payable to acquire such shares;

(xxxii) "**LaSalle Securityholders**" means the LaSalle Shareholders, the LaSalle Optionholders and the LaSalle Warrantholders;

(xxxiii) "**LaSalle Shareholder**" means a Person who is a registered holder of LaSalle Shares as shown on the share register of LaSalle and, for the purposes of the Arrangement, is a registered holder of LaSalle Shares immediately prior to the Effective Time;

(xxxiv) "**LaSalle Shares**" means the common shares which LaSalle is authorized to issue as presently constituted;

(xxxv) "**LaSalle Warrantholders**" means the holders of LaSalle Warrants immediately prior to the Effective Time;

(xxxvi) "**LaSalle Warrants**" means the warrants to purchase LaSalle Shares;

(xxxvii) "**Letter of Transmittal**" means the letter of transmittal sent to holders of LaSalle Shares for use in connection with the Arrangement;

(xxxviii) "**Plan of Arrangement**" means this plan of arrangement and any amendments or variations hereto made in accordance with the Arrangement Agreement or this plan of arrangement or made at the direction of the Court;

(xxxix) "**Person**" means any individual, corporation, firm, partnership (including, without limitation, a limited partnership), sole proprietorship, syndicate, joint venture, trustee, trust, unincorporated organization or association, Governmental Entity, tribunal or any other entity or organization whether or not having legal status;

(xl) "**Tax Act**" means the *Income Tax Act* (Canada), as amended, and the regulations thereunder, as amended;

(xli) "**U.S. Exchange Act**" means the United States Securities Exchange Act of 1934;

(xlii) "**U.S. Securities Act**" means the United States Securities Act of 1933; and

(xliii) "**U.S. Tax Code**" means the United States Internal Revenue Code of 1986.

In addition, words and phrases used herein and defined in the BCBCA and not otherwise defined herein shall have the same meaning herein as in the BCBCA unless the context otherwise requires

(b) Interpretation Not Affected by Headings. The headings contained in this Plan of Arrangement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Plan of Arrangement. The terms "**this Plan of Arrangement**", "**hereof**", "**herein**", "**hereto**", "**hereunder**" and similar expressions refer to this Plan of Arrangement and not to any particular article, section, subsection, paragraph, subparagraph, clause or sub-clause hereof and include any agreement or instrument supplementary or ancillary hereto.

(c) Date for any Action. If the date on which any action is required to be taken hereunder is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

(d) Number and Gender. In this Plan of Arrangement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include both genders and neuter.

(e) References to Persons and Statutes. A reference to a Person includes any successor to that Person. A reference to any statute includes all regulations made pursuant to such statute and the provisions of any statute or regulation which amends, supplements or supersedes any such statute or regulation.

(f) Currency. Unless otherwise stated, all references herein to amounts of money are expressed in lawful money of Canada.

(g) Governing Law. This Plan of Arrangement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein.

(h) Binding Effect. This Plan of Arrangement will become effective at the Effective Time and shall be binding upon Harfang, LaSalle, the LaSalle Shareholders, the LaSalle Optionholders and LaSalle Warrantholders

2. ARRANGEMENT AGREEMENT

This Plan of Arrangement is made pursuant to and subject to the provisions of the Arrangement Agreement, except in respect of the sequence of the steps comprising the Arrangement, which shall occur in the order set forth herein.

3. THE ARRANGEMENT

(a) Required steps prior to the Arrangement. Immediately prior to the Effective Time, pursuant to the Arrangement Agreement, Harfang shall complete the Harfang Consolidation of the Harfang Shares.

(b) The Arrangement. On the Effective Time, the following shall occur and shall be deemed to occur in the following order without any further act or formality:

(i) First, at the effective Time, the following shall occur simultaneously:

A. each LaSalle Share (other than a LaSalle Share held by a Dissenting Shareholder) shall be deemed to be transferred to Harfang and, in consideration therefor, Harfang shall issue the Consideration, through the issuance of Post-Consolidation Harfang Shares, for each LaSalle Share, subject to section 3(d) and Section 5;

B. each LaSalle Option outstanding immediately prior to the Effective Time, whether vested or not, shall be exchanged for a fully-vested option granted by Harfang (each, an "**Harfang Replacement Option**" and, collectively, the "**Harfang Replacement Options**") to acquire (i) that number of Post-Consolidation Harfang Shares equal to the product of (A) the number of LaSalle Shares subject to the LaSalle Option immediately before the Effective Time and (B) the Exchange Ratio, provided that, if the foregoing would result in the issuance of a fraction of a Post-Consolidation Harfang Share, on any particular exercise of Harfang Replacement Options, then the number of Post-Consolidation Harfang Shares, otherwise issued shall be rounded down to the nearest whole number of Post-Consolidation Harfang Shares; and (ii) the exercise price per Post-Consolidation Harfang Share subject to any Harfang Replacement Option shall be equal to the quotient of (A) the exercise price per LaSalle Share subject to such LaSalle Option immediately before the Effective Time divided by (B) the Exchange Ratio (provided that the aggregate exercise price payable on any particular exercise of Harfang Replacement Options shall be rounded up to the nearest whole cent). It is intended that the provisions of subsection 7(1.4) of the Tax Act apply to the exchange of a LaSalle Option for a Harfang Replacement Option. Therefore, in the event that the Harfang Replacement Option In-The Money Amount in respect of a Harfang Replacement Option exceeds the LaSalle Option In-The Money Amount in respect of the LaSalle Option for which it is exchanged, the number of Post-Consolidation Harfang Shares which may be acquired on exercise of the Harfang Replacement Option at and after the Effective Time will be adjusted accordingly with effect at and from the Effective Time to ensure that the Harfang Replacement Option In-The Money Amount in respect of the Harfang Replacement Option does not exceed the LaSalle Option In-The Money Amount in respect of the LaSalle Option and the ratio of the amount payable to acquire such shares to the value of such shares to be acquired shall be unchanged. All other terms and conditions of the Harfang Replacement Options, including the term to expiry, will be the same as the LaSalle Option for which it was exchanged, provided, however that each Harfang Replacement Option shall be governed by and be subject to the terms of the Harfang Stock Option Plan. Any document previously evidencing LaSalle

Options will thereafter evidence and be deemed to evidence the Harfang Replacement Options exchanged therefor and no certificates evidencing the Harfang Replacement Options will be issued and the Harfang Replacement Options shall be governed by and be subject to such certificates, other than as amended hereby); and

C. each LaSalle Warrant outstanding immediately prior to the Effective Time shall be exchanged for a warrant (each a "**Harfang Replacement Warrant**") to acquire from Harfang, other than as provided herein, (i) the number of Post-Consolidation Harfang Shares equal to the product of: (A) the number of LaSalle Shares subject to such LaSalle Warrant immediately prior to the Effective Time; multiplied by (B) the Exchange Ratio, provided that, if the foregoing would result in the issuance of a fraction of a Post-Consolidation Harfang Share on any particular exercise of Harfang Replacement Warrants, then the number of Post-Consolidation Harfang Shares otherwise issued shall be rounded down to the nearest whole number of Post-Consolidation Harfang Shares; and (ii) the exercise price per Post-Consolidation Harfang Share subject to a Harfang Replacement Warrant shall be an amount equal to the quotient of: (A) the exercise price per LaSalle Share subject to each such LaSalle Warrant immediately before the Effective Time; divided by (B) the Exchange Ratio, provided that the aggregate exercise price payable on any particular exercise of Harfang Replacement Warrants shall be rounded up to the nearest whole cent and any document previously evidencing LaSalle Warrants will thereafter evidence and be deemed to evidence the Harfang Replacement Warrant exchanged therefor and no certificates evidencing the Harfang Replacement Warrants will be issued.

(ii) Second, and five minutes after the Effective Time, each LaSalle Share held by a Dissenting Shareholder shall be deemed to be transferred by the holder thereof, without any further act or formality on its part, free and clear of all liens, claims and encumbrances, to Harfang in consideration for a debt claim against Harfang for the amount determined under Section (d), and

A. such Dissenting Shareholder shall cease to be the holders of such LaSalle Share and to have any rights as a LaSalle Shareholder other than the right to be paid the fair value for such Company Shares as set out in Section 4;

B. the name of such Dissenting Shareolder shall be removed as a LaSalle Shareholder, as applicable, from the registers of LaSalle Shareholders, as applicable, maintained by or on behalf of LaSalle in respect of such LaSalle Shares; and

C. Harfang shall be deemed to be the transferee of such LaSalle Share (free and clear of any liens, claims and encumbrances) and shall be entered in the registers of LaSalle Shareholders maintained by or on behalf of Company.

(c) Effective Time Procedures. Following the receipt of the Final Order and prior to the Effective Date, Harfang shall deliver or arrange to be delivered to the Depositary certificates or direct registration ("**DRS**") advice-statements representing the Post-Consolidation Harfang Shares required to be issued to former LaSalle Shareholder in accordance with the provisions of Section 3(b), which certificates or DRS advice-statements shall be held by the Depositary as agent and nominee for such former LaSalle Shareholder for distribution to such former LaSalle Shareholders in accordance with the provisions of Article 5. Subject to the provisions of Article 5, and upon return of a properly completed Letter of Transmittal by a registered former LaSalle Shareholder together with certificates representing LaSalle Shares and such other documents as the Depositary may require, former LaSalle Shareholders shall be entitled to receive delivery of certificates or DRS advice-statements representing the Post-Consolidation Harfang Shares to which they are entitled pursuant to Section 3(b).

(d) No Fractional Shares. No fractional Harfang Shares shall be issued to former LaSalle Shareholders. The number of Post-Consolidation Harfang Shares to be issued to former LaSalle Shareholders shall be rounded down to the nearest whole Post-Consolidation Harfang Share in the event that a former LaSalle Shareholder is entitled to a fractional share representing less than a whole Post-Consolidation Harfang Share.

(e) U.S. Securities Law Exemption. Notwithstanding any provision herein to the contrary, the Parties agree that the Plan of Arrangement will be carried out with the intention that all Post-Consolidation Harfang Shares, Harfang Replacement Options and Harfang Replacement Warrants, if any, issued on completion of the Plan of Arrangement to the applicable LaSalle Securityholders will be issued by Harfang in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof.

4. DISSENT RIGHTS

(a) Registered LaSalle Shareholders may exercise dissent rights with respect to LaSalle Shares held by such Dissenting Shareholders ("**Dissent Rights**") in connection with the Arrangement pursuant to and in the manner set forth in Division 2 of Part 8 of the BCBCA, as modified by the Interim Order, the Final Order and this Article 4; provided that the written notice setting forth the objection of such registered LaSalle Shareholder to the Arrangement Resolution must be received by LaSalle at its registered office not later than 5:00 p.m. (Vancouver time) on the day that is two Business Days immediately preceding the date of the LaSalle Meeting (as it may be adjourned or postponed from time to time). Each Dissenting Shareholder who duly exercises its Dissent Rights in accordance with this Article 3(d), shall be deemed to have transferred all LaSalle Shares held by such Dissenting Shareholder and in respect of which Dissent Rights have been validly exercised, to Harfang, free and clear of all Liens, as provided in Section 3(b)(i) and if such Dissenting Shareholder is ultimately entitled to be paid fair value for its LaSalle Shares, such Dissenting Shareholder: (i) shall be deemed not to have participated in the transactions in Article 3 (other than Section 3(b)(i)); (ii) will be entitled to be paid the fair value of such LaSalle Shares by Harfang, which fair value, notwithstanding anything to the contrary contained in section 245 of the BCBCA, shall be determined as of the close of business on the Business Day immediately preceding the date on which the Arrangement Resolution was adopted; and (iii) will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement if such Dissenting Shareholder had not exercised its Dissent Rights in respect of such LaSalle Shares; or

(b) If a Dissenting Shareholder is for any reason ultimately not entitled to be paid the fair value for its LaSalle Shares, such Dissenting Shareholder shall be deemed to have participated in the Arrangement as of the Effective Time on the same terms and as a non-dissenting LaSalle Shareholder and and shall be entitled to receive only the Consideration contemplated by Section 3(b)(ii) that such Dissenting Shareholder would have received pursuant to theArrangement as if such Dissenting Shareholder would not have exercised Dissent Rights.

In no case shall Harfang, LaSalle or any other Person be required to recognize a Person exercising Dissent Rights unless such person is the registered holder of the LaSalle Shares in respect of which such Dissent Rights are purported to be exercised. For greater certainty, in no case shall Harfang, LaSalle or any other Person be required to recognize any Dissenting Holder as a holder of LaSalle Shares in respect of which Dissent Rights have been validly exercised after the completion of the transfer under Section 3(b)(ii), and the name of such Dissenting Holder shall be removed from the register of LaSalle Shareholders as to those LaSalle Shares in respect of which Dissent Rights have been validly exercised at the same time as the event described in Section 3(b)(i)A occurs. In addition to any other restrictions under Division 2 of Part 8 of the BCBCA, none of the following persons shall be entitled to exercise Dissent Rights: (i) any holder of a LaSalle Option; (ii) any holder of a LaSalle Warrant; (iii) any LaSalle Shareholder who votes or has instructed a proxyholder to vote such LaSalle Shareholder's LaSalle Shares in favour of the Arrangement Resolution (but only in respect of such LaSalle Shares); and (iv) any holder of any other securities of LaSalle exercisable for LaSalle Shares.

5. DELIVERY OF CONSIDERATION SHARES

(a) Delivery of Post-Consolidation Harfang Shares. Upon surrender to the Depositary for cancellation of a certificate that immediately before the Effective Time represented one or more outstanding LaSalle Shares that were exchanged for Post-Consolidation Harfang Shares in accordance with Section 3(b)(i)A, together with a duly completed Letter of Transmittal and such other documents and instruments as would have been required to effect the transfer of the LaSalle Shares formerly represented by such certificate under the BCBCA and the constating documents of LaSalle and such additional documents and instruments as the Depositary may reasonably require, the holder of such surrendered certificate shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder following the Effective Time, a certificate or DRS advice-statement representing the Post-Consolidation Harfang Shares that such holder is entitled to receive in accordance with Section 3(b)(ii). After the Effective Time and until surrendered for cancellation as contemplated by this Section 5(a), each certificate that immediately prior to the Effective Time represented one or more LaSalle Shares shall be deemed at all times to represent only the right to receive in exchange therefor a certificate or DRS advice-statement representing Post-Consolidation Harfang Shares that the holder of such certificate is entitled to receive in accordance with Section 3(b)(ii).

(b) Lost Certificates. In the event that any certificate which immediately prior to the Effective Time represented one or more LaSalle Shares which were exchanged in accordance with Section 3(b)(ii) shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depositary shall deliver in exchange for such lost, stolen or destroyed certificate, a certificate representing Post-Consolidation Harfang Shares that such holder is entitled to receive in accordance with Section 3(b)(ii). When authorizing such delivery of a certificate representing Post-Consolidation Harfang Shares that such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, the holder to whom a certificate representing such Post-Consolidation Harfang Shares is to be delivered shall, as a condition precedent to the delivery of such Post-Consolidation Harfang Shares, give a bond satisfactory to Harfang and the Depositary in such amount as Harfang and the Depositary may direct, or otherwise indemnify Harfang and the Depositary in a manner satisfactory to Harfang and the Depositary, against any claim that may be made against Harfang or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be required by the constating documents of LaSalle.

(c) Termination of Rights. To the extent that a former LaSalle Shareholder shall not have complied with the provisions of Section 5(a) or Section 5(b) on or before the date that is six years after the Effective Date (the "**final proscription date**"), then the Post-Consolidation Harfang Shares that such former LaSalle Shareholder was entitled to receive shall be automatically cancelled without any repayment of capital in respect thereof and the certificates or DRS advice-statements representing such Post-Consolidation Harfang Shares shall be delivered to Harfang by the Depositary and the share certificates shall be cancelled by Harfang, and the interest of the former LaSalle Shareholder in such Post-Consolidation Harfang Shares shall be terminated as of such final proscription date.

(d) Dividends or other Distributions. No dividends or distributions declared or made after the Effective Date with respect to Post-Consolidation Harfang Shares with a record date after the Effective Date will be payable or paid to the holder of any unsurrendered certificate or certificates which, immediately prior to the Effective Date, represented outstanding LaSalle Shares unless and until the holder of such certificate shall have complied with the provisions of this sections 5(a) or 5(b). Subject to applicable law and to this section 5(d), at the time of such compliance, there shall, in addition to the delivery of a certificate representing the Post-Consolidation Harfang Shares to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect such Post-Consolidation Harfang Shares.

(e) Withholding Rights. Harfang, LaSalle and the Depositary shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable to any Person under this Plan of Arrangement and from all dividends or other distributions otherwise payable to any former LaSalle Securityholder such amounts as Harfang, LaSalle or the Depositary is required to deduct and withhold with respect to such payment under the Tax Act, U.S. Tax 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 shall be treated for all purposes hereof as having been paid to such Person in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority in accordance with Applicable Laws.

6. GENERAL

(a) Amendment.

(i) Harfang and LaSalle reserve the right to amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that any amendment, modification or supplement must be contained in a written document which is filed with the Court and: (i) approved by the Court, and (ii) if the Court directs, approved by the LaSalle Shareholders, and, in any event, communicated to them, and, in either case, in the manner required by the Court.

(ii) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court will be effective only if it is consented to by LaSalle and Harfang and, if required by the Court, by the LaSalle Shareholders.

(iii) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by LaSalle at any time prior to the LaSalle Meeting provided that Harfang shall have consented thereto in writing, with or without any other prior notice or communication, and, if so proposed and accepted by the persons voting at the LaSalle Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

(b) Further Assurances. Notwithstanding that the transactions and events set out in this Plan of Arrangement shall occur and be deemed to have occurred in the order set out herein, without any further act or formality, each of the parties to the Arrangement Agreement shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to implement this Plan of Arrangement and to further document or evidence any of the transactions or events set out herein.

(c) U.S. Securities Laws Matters. Notwithstanding any provision herein to the contrary, this Plan of Arrangement will be carried out with the intention that (i) all Post-Consolidation Harfang Shares to be issued to LaSalle Shareholders in exchange for their LaSalle Shares pursuant to this Plan of Arrangement, as applicable, will be issued and exchanged in reliance on the exemption from the registration requirements of the U.S. Securities Act as provided by section

3(a)(10) thereof and applicable state securities laws, and pursuant to the terms, conditions and procedures set forth in the Arrangement Agreement; (ii) all Harfang Replacement Options to be issued to LaSalle Optionholders in exchange for their LaSalle Options pursuant to this Plan of Arrangement will be issued and exchanged in reliance upon the exemption from the registration requirements of the U.S. Securities Act as provided by section 3(a)(10) thereof; and (iii) all Harfang Replacement Warrants to be issued to applicable LaSalle Warrantholders in exchange for their LaSalle Warrants pursuant to this Plan of Arrangement will be issued and exchanged in reliance upon the exemption from the registration requirements of the U.S. Securities Act as provided by section 3(a)(10) thereof.

SCHEDULE B

DIRECTORS AND OFFICERS OF HARFANG

The following are all of the directors and officers of Harfang:

Directors:

André Gaumond, Chairman of the Board

François Goulet

Jean-Pierre Janson

Frank Mariage

Sylvie Prud'homme

Robin Villeneuve

Vincent Dubé-Bourgeois

Officers:

François Goulet – President and Chief Executive Officer

François Huot – Vice President Exploration

Yvon Robert – Chief Financial Officer

Marc Pothier – Corporate Secretary

SCHEDULE C

HARFANG PROPERTIES

Serpent

[*List of Mining Rights not included in SEDAR copy*]

SCHEDULE D

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SCHEDULE E

DIRECTORS AND OFFICERS OF LASALLE

The following are all of the directors and officers of LaSalle:

Directors:

Dan Innes

Ian Campbell

Karen Rees

Alan Moon

Laurent Eustache

Officers:

Ian Campbell – Chief Executive Officer

Ron Stewart – VP Corporate Development

Arnold Klassen – Chief Financial Officer

Kristen Craiggs – Corporate Secretary

SCHEDULE F

LASALLE PROPERTIES

A. Exploration Rights

Radisson Property

Egan Property (including infills of Prosper, LaViolette and Beyer Claims)

Blakelock Property

[*List of Mining Rights not included in SEDAR copy*]

B. Real Property
Nil

C. Leasehold Rights

Nil

SCHEDULE G

LOCKED-UP SHAREHOLDERS

1. LaSalle Officers and its Board of Directors;

   To be obtained by LaSalle on a commercially reasonable basis following execution of the Agreement:

2. REDACTED [LIST OF OTHER SHAREHOLDERS APPROACHED]

SCHEDULE H

MATERIAL CONTRACTS OF LASALLE

1. Egan Property Option Agreement dated August 5, 2020;
2. NSR Agreements
   a. Blakelock Property NSR Agreement with Tahoe Resources October 25, 2018
   b. Radisson Property 2% NSR Agreement dated February 14, 2012 between Sunridge Capital and Gilbert Lamothe;
   c. Assignment of Lamothe Agreement and NSR from Sunridge to LaSalle dated September 6, 2012
   d. Radisson Property NSR Agreement date April 18, 2019 with Sunridge shareholders;
   e. Egan Property NSR August 5, 2020 with Salo, Moretti, #Ont. Co and Peever;
   f. Egan Property (infill) NSR August 31, 2021 with Beyer, Salo, Moretti and Peever
   g. Egan Property (infill) NSR terms August 28, 2021 with Laviolette and de Weduwen
   h. Egan Property (Prosper infill) 2% NSR May 14, 2021 with Prosper Gold Corp.
   i. Egan Property (Prosper infill) underlying NSR Assignment and Restatement May 10, 2021 with Prosper Gold Corp, and underlying NSR holders Laviolette and Dumoulin.

SCHEDULE I

ARRANGEMENT RESOLUTION

RESOLUTION OF THE SHAREHOLDERS OF LASALLE EXPLORATION CORP. (the "Company")

BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

A. The arrangement (as it may be modified or amended, the "**Arrangement**") under Part 9, Division 5 of the *Business Corporations Act* (British Columbia) involving Harfang Exploration Inc., the Company and its shareholders, all as more particularly described and set forth in the plan of arrangement (as it may be modified or amended, the "**Plan of Arrangement**") attached as Appendix ● to the Management Information Circular of the Company dated ●, 2022 (the "**Information Circular**"), is hereby authorized, approved, adopted and agreed to.

B. The Plan of Arrangement, as it may or has been amended, involving the Company and implementing the Arrangement is hereby approved and adopted;

C. The Arrangement Agreement dated as of January 5, 2022 among the Company and Harfang Exploration Inc., as it may be amended from time to time (the "**Arrangement Agreement**") and all of the transactions contemplated therein, the actions of the directors of the Company in approving the Arrangement and the Arrangement Agreement and the actions of the directors and officers of the Company in executing and delivering the Arrangement Agreement and causing the performance by the Company of its obligations thereunder are hereby confirmed, ratified, authorized and approved.

D. Notwithstanding that this resolution has been passed (and the Arrangement approved and agreed to) by shareholders of the Company or that the Arrangement has been approved by the Supreme Court of British Columbia, the directors of the Company are hereby authorized and empowered without further approval of any shareholders of the Company (i) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or Plan of Arrangement; and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement at any time prior to the Effective Time (as defined in the Arrangement Agreement).

E. Any one director or officer of the Company is hereby authorized, empowered and instructed, acting for, in the name and on behalf of the Company, to execute or cause to be executed, under the seal of the Company or otherwise, and to deliver or to cause to be delivered, all such other documents and to do or to cause to be done all such other acts and things as in such person's opinion may be necessary or desirable in order to carry out the intent of the foregoing paragraphs of these resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document or the doing of such act or thing.

SCHEDULE J

KEY REGULATORY APPROVALS

Harfang

Approval of the listing and posting for trading on the TSX-V, subject only to satisfaction of the standard listing conditions, of the Consideration Shares, the Post-Consolidation Harfang Shares underlying the Harfang Replacement Options and the Post-Consolidation Harfang Shares underlying the Harfang Replacement Warrants at the Effective Time.

Approval of the TSX-V of the Consolidation.

Approval of the TSX-V of the Harfang Financing.

LaSalle

Approval of the TSX-V of the Arrangement.