POOLING AGREEMENT

THIS AGREEMENT made as of April 24, 2013.

AMONG:

THE PERSONS LISTED ON SCHEDULE A HERETO THAT SIGN THIS AGREEMENT

(collectively, the "**Security Holders**")

AND:

ESCUDO CAPITAL CORPORATION, a British Columbia corporation

(the "**Issuer**")

AND:

OLYMPIA TRUST COMPANY

(the **"Escrow Agent"**)

RECITALS

A. The Issuer is undertaking a Qualifying Transaction (the "**Transaction**") pursuant to the policies of the TSX Venture Exchange whereby it will acquire all of the issued and outstanding shares of Aston Bay Ventures Ltd. by way of plan of arrangement (the "**Arrangement**") pursuant to an arrangement agreement (the "**Arrangement Agreement**") dated January 11, 2013, as amended.

B. Concurrently with the completion of the Arrangement (the "**Effective Date**"), the Security Holders will hold, directly or indirectly, the securities in the capital of the Issuer (the "**Escrow Securities**") set out in Schedule A hereto.

C. The Escrow Agent is a party to this Agreement with respect to administration of this Agreement as it relates to the Escrow Securities only.

D. Pursuant to the Arrangement Agreement, it is a condition precedent to the benefit of the Issuer to the Arrangement being effected that the Security Holders enter into this Agreement.

FOR GOOD AND VALUABLE CONSIDERATION and $10.00 now paid by the Issuer to the Security Holders (the receipt and sufficiency of which the Security Holders hereby acknowledge), the parties agree as follows:

1. The Issuer and the Security Holders appoint the Escrow Agent to act as escrow agent under this Agreement. The Escrow Agent accepts the appointment.

2. The Security Holders covenant and agree that the Escrow Securities and the beneficial ownership of or any interest in them and the certificates representing them (including any replacement securities or certificates) shall not be sold, assigned, hypothecated, alienated, transferred, or otherwise in any manner dealt with until the date that is two years from the Effective Date.

3. All voting rights attached to the Escrow Securities shall at all times be exercised by the Security Holders.

4. For the purposes of this Agreement, the term "replacement securities" includes any security issued by the Issuer in respect or replacement for Escrow Securities in connection with any reclassification, subdivision, conversion, consolidation or other change or alteration of the Escrow Securities or any redesignation thereof, including, without limitation, any contractual or other right to acquire, exchange, subscribe for or convert into any security of the Issuer issued in respect of the Escrow Securities and including any such securities acquired upon exercise of any such right, and such replacement securities will be dealt with mutatis mutandis in accordance with the provisions of this Agreement, including, but without limitation, the provisions for deposit and release.

5. <u>Resignation of Escrow Agent</u>:

   (a) If the Escrow Agent wishes to resign as escrow agent, the Escrow Agent will give written notice to the Issuer and the Security Holders.

   (b) If the Issuer wishes to terminate the Escrow Agent as escrow agent, the Issuer will give written notice to the Escrow Agent and the Security Holders.

   (c) If the Escrow Agent resigns or is terminated, the Issuer will be responsible for ensuring that the Escrow Agent is replaced not later than the resignation or termination date by another escrow agent that is acceptable to the Security Holders and that has accepted such appointment, which appointment will be binding on the Issuer and the Security Holders.

   (d) The resignation or termination of the Escrow Agent will be effective, and the Escrow Agent will cease to be bound by this Agreement, on the date that is 60 days after the date of receipt of the notices referred to above by the Escrow Agent or Issuer, as applicable, or on such other date as the Escrow Agent and the Issuer may agree upon (the "resignation or termination date"), provided that the resignation or termination date will not be less than 10 business days before a release date.

   (e) If the Issuer has not appointed a successor escrow agent within 60 days of the resignation or termination date, the Escrow Agent will apply, at the Issuer's expense, to a court of competent jurisdiction for the appointment of a successor escrow agent, and the duties and responsibilities of the Escrow Agent will cease immediately upon such appointment.

(f) On any new appointment under this section, the successor Escrow Agent will be vested with the same powers, rights, duties and obligations as if it had been originally named herein as Escrow Agent, without any further assurance, conveyance, act or deed. The predecessor Escrow Agent, upon receipt of payment for any outstanding account for its services and expenses then unpaid, will transfer, deliver and pay over to the successor Escrow Agent, who will be entitled to receive, all securities, records or other property on deposit with the predecessor Escrow Agent in relation to this Agreement and the predecessor Escrow Agent will thereupon be discharged as Escrow Agent.

6. Other Contractual Arrangements:

(a) Escrow Agent Not a Trustee. The Escrow Agent accepts duties and responsibilities under this Agreement, and the Escrow Securities and any share certificates or other evidence of these securities, solely as a custodian, bailee and agent. No trust is intended to be, or is or will be, created hereby and the Escrow Agent shall owe no duties hereunder as a trustee.

(b) Escrow Agent Not Responsible for Genuineness. The Escrow Agent will not be responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any Escrow Security deposited with it.

(c) Escrow Agent Not Responsible for Furnished Information. The Escrow Agent will have no responsibility for seeking, obtaining, compiling, preparing or determining the accuracy of any information or document, including the representative capacity in which a party purports to act, that the Escrow Agent receives as a condition to a release from escrow or a transfer of Escrow Securities within escrow under this Agreement.

(d) Escrow Agent Not Responsible after Release. The Escrow Agent will have no responsibility for Escrow Securities that it has released to a Security Holder or at a Security Holder's direction according to this Agreement.

(e) Indemnification of Escrow Agent. The Issuer and each Security Holder hereby jointly and severally agree to indemnify and hold harmless the Escrow Agent, its affiliates, and their current and former directors, officers, employees and agents from and against any and all claims, demands, losses, penalties, costs, expenses, fees and liabilities, including, without limitation, legal fees and expenses, directly or indirectly arising out of, in connection with, or in respect of, this Agreement, except where same result directly and principally from gross negligence, willful misconduct or bad faith on the part of the Escrow Agent. This indemnity survives the release of the Escrow Securities, the resignation or termination of the Escrow Agent and the termination of this Agreement.

(f) Additional Provisions.

(i) The Escrow Agent will be protected in acting and relying reasonably upon any notice, direction, instruction, order, certificate, confirmation, request, waiver, consent, receipt, statutory declaration or other paper or document (collectively referred to as "Documents") furnished to it and purportedly signed by any officer or person required to or entitled to execute and deliver to the Escrow Agent any such Document in connection with this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth or accuracy of any information therein contained, which it in good faith believes to be genuine.

(ii) The Escrow Agent will not be bound by any notice of a claim or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Agreement unless received by it in writing, and signed by the other parties, and, if the duties or indemnification of the Escrow Agent in this Agreement are affected, unless it has given its prior written consent.

(iii) The Escrow Agent may consult with or retain such legal counsel and advisors as it may reasonably require for the purpose of discharging its duties or determining its rights under this Agreement and may rely and act upon the advice of such counsel or advisor. The Escrow Agent will give written notice to the Issuer as soon as practicable that it has retained legal counsel or other advisors. The Issuer will pay or reimburse the Escrow Agent for any reasonable fees, expenses and disbursements of such counsel or advisors.

(iv) In the event of any disagreement arising under the terms of this Agreement, the Escrow Agent will be entitled, at its option, to refuse to comply with any and all demands whatsoever until the dispute is settled either by a written agreement among the parties or by a court of competent jurisdiction.

(v) The Escrow Agent will have no duties or responsibilities except as expressly provided in this Agreement and will have no duty or responsibility arising under any other agreement to which the Escrow Agent is not a party.

(vi) The Escrow Agent will have the right not to act and will not be liable for refusing to act unless it has received clear and reasonable documentation that complies with the terms of this Agreement. Such documentation must not require the exercise of any discretion or independent judgment.

(vii) The Escrow Agent is authorized to cancel any share certificate delivered to it and hold such Security Holder's Escrow Securities in electronic, or uncertificated form only, pending release of such securities from escrow.

(viii) The Escrow Agent will have no responsibility with respect to any Escrow Securities in respect of which no share certificate or other evidence or electronic or uncertificated form of these securities has been delivered to it, or otherwise received by it.

(g) Limitation of Liability of Escrow Agent. The Escrow Agent will not be liable to any of the parties hereunder for any action taken or omitted to be taken by it under or in connection with this Agreement, except for losses directly, principally and immediately caused by its bad faith, willful misconduct or gross negligence. Under no circumstances will the Escrow Agent be liable for any special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages hereunder, including any loss of profits, whether foreseeable or unforeseeable. Notwithstanding the foregoing or any other provision of this Agreement, in no event will the collective liability of the Escrow Agent under or in connection with this Agreement to any one or more parties, except for losses directly caused by its bad faith or willful misconduct, exceed the amount of its annual fees under this Agreement or the amount of three thousand dollars ($3,000.00), whichever amount shall be greater.

(h) Remuneration of Escrow Agent. The Issuer will pay the Escrow Agent reasonable remuneration for its services under this Agreement, which fees are subject to revision from time to time on 30 days' written notice. The Issuer will reimburse the Escrow Agent for its expenses and disbursements. Any amount due under this section and unpaid 30 days after request for such payment, will bear interest from the expiration of such period at a rate per annum equal to the then current rate charged by the Escrow Agent, payable on demand.

7. Any notice, direction or other instrument required or permitted to be given by either party under this Agreement shall be in writing and shall be sufficiently given if delivered personally or by courier:

(a) in the case of notice to the Issuer to:

Escudo Capital Corporation
400 E Evergreen Blvd., Suite 222
Vancouver, Washington, U.S.A.

Attention: Chief Executive Officer

(b) in the case of notice to the Security Holders to the contact particulars set out in Schedule A; and

(c) in case of notice to the Escrow Agent to:

Olympia Trust Company
1003 – 750 West Pender Street
Vancouver, British Columbia V6C 2T8

Attention: Manager, Client Services

If notice is delivered, it will be deemed to have been given at the time of delivery. If notice is mailed, it will be deemed to have been received 48 hours following the date of mailing. If there is an interruption in normal mail service due to strike, labour unrest or other cause at or during the 48 hours immediately after, the time a notice is mailed, the notice will be delivered.

8. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, representations and arrangements with respect thereto. This Agreement may only be amended by an instrument in writing signed by all of the parties. Time is of the essence hereof.

9. Each party must from time to time execute and deliver all such further documents and instruments and do all acts and things as the other parties may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

10. This Agreement shall be governed by and construed in accordance with the laws of British Columbia, and each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of British Columbia.

11. This Agreement may be executed in counterparts and by facsimile, all of which together will constitute one agreement, effective as of the date given above notwithstanding the actual date of execution.

THE PARTIES, intending to be contractually bound, have entered into this Agreement as of the date set out on the first page.

ESCUDO CAPITAL CORPORATION
By:

(signed) "*John Boddie*"
(Authorized Signatory)

OLYMPIA TRUST COMPANY
By:

(signed) "*Lia Zandvliet*"
(Authorized Signatory)

(signed) "*Ginna Caldwell*"
(Authorized Signatory)

SCHEDULE A

SECURITY HOLDERS

Name and contact particulars of Security Holder	**Number and class of securities of the Issuer held**	**Signature of Security Holder**
Benjamin Cox [address completed in original]	1,200,000 common shares	(original signed) *"Benjamin Cox"*
Oren Inc. [address completed in original]	1,000,000 common shares	(original signed) *"Oren Inc."*
Iris Cox [address completed in original]	100,000 common shares	(original signed) *"Iris Cox"*
677081 Alberta Ltd. [address completed in original]	2,500,000 common shares	(original signed) *"677081 Alberta Ltd."*
Debbie Dufresne [address completed in original]	100,000 common shares	(original signed) *"Debbie Dufresne"*
Bradley Dufresne [address completed in original]	100,000 common shares	(original signed) *"Bradley Dufresne"*
Joshua Dufresne [address completed in original]	100,000 common shares	(original signed) *"Joshua Dufresne"*
Nicole Dufresne [address completed in original]	100,000 common shares	(original signed) *"Nicole Dufresne"*
Commander Resources Ltd. [address completed in original]	3,000,000 common shares	(original signed) *"Commander Resources Ltd."*
Teck Metals Inc. [address completed in original]	2,200,000 common shares	(original signed) *"Teck Metals Inc."*